

The background of the cover is a photograph of a black wooden sign with white lettering that reads 'SUMMITT CHASE'. The sign is mounted on two black posts and is set against a backdrop of green trees. Below the sign, there is a garden bed with pink and white flowers and small American flags. The text 'CLUSTER ASSOCIATION HANDBOOK' is overlaid on the lower half of the image in a large, bold, black serif font.

SUMMITT CHASE

**CLUSTER
ASSOCIATION
HANDBOOK**

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Summitt Chase Cluster Association Table of Contents

Articles of Incorporation of Summitt Chase Cluster Association	1
Amended and Restated Bylaws Summitt Chase Cluster Association	5
Article I: Offices	5
Article II: Membership	5
Section 1. Membership in the Corporation	5
Section 2. Voting Rights	6
Article III: Meeting of Members	7
Section 1. Annual Meeting	7
Section 2. Special Meetings	7
Section 3. Place of Meetings	7
Section 4. Notice of Meetings	7
Section 5. Informal Action by Members	7
Section 6. Quorum and Manner of Acting	8
Section 7. Proxies	8
Section 8. Conduct of Meetings	8
Article IV: Directors	8
Section 1. General Powers	8
Section 2. Number and Tenure	8
Section 3. Regular Meetings	9
Section 4. Special Meetings	9
Section 5. Organizational Meeting	9
Section 6. Notice of Meetings	9
Section 7. Quorum	9
Section 8. Manner of Action	10
Section 9. Informal Action by Directors	10
Article V: Officers	10
Section 1. Officers	10
Section 2. Election and Term of Office	10
Section 3. Resignation, Succession, and Removal of Officers	10
Section 4. Powers and Duties	11
Article VI: Committees	12
Section 1. Committees	12
Section 2. Rules and Procedures	12
Article VII: Additional Rights, Duties, and Powers	12
Article VIII: Amendments	12
Article IX: Assessments	12
Section 1. Cluster Fees	12
Section 2. Late Charges, Interest, Attorney's Fees, Acceleration and Liens	13
Section 3. Annual Budget	13
Section 4. Notice of an Increase in Cluster Fees	14
Section 5. Reserve Funds	14

Article X: Covenants.....	14
Section 1. Parking.....	14
Section 2. Pets.....	14
Section 3. Exterior Changes.....	15
Section 4. Trash.....	15
Section 5. Property Maintenance.....	15
Section 6. Signs.....	15
Section 7. Rental Properties.....	16
Section 8. Speed Limit.....	16
Section 9. Light Posts.....	16
Section 10. Use of Common Ground.....	16
Section 11. Enforcement.....	16
Deed of Dedication and Easement Agreement.....	19
Amendments.....	27
Amendment I: Trash Rules and Regulations.....	27
Section 1. Schedule.....	27
Section 2. Containers.....	27
Section 3. Trash Removal.....	28
Section 4. Recycling.....	29
Section 5. Yard Waste.....	30
Section 6. Non-compliance.....	31
Amendment II: Parking Rules and Regulations.....	33
Section 1. Definition of Terms.....	33
Section 2. Rules and Regulations.....	36
Section 3. Enforcement.....	38
Section 4. Parking Assignments.....	41
Amendment III: Architectural Guidelines/Maintenance.....	43
Section 1. Architectural Guidelines:.....	43
Section 2. Maintenance:.....	43
Amendment IV: Floor Plans.....	45
Amendment V: Additional Information.....	49

updated August 2023

Articles of Incorporation of Summitt Chase Cluster Association

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

1. The name of the corporation is to be Summitt Chase Cluster Association.

2. The purpose or purposes for which the corporation is organized are:

(a) To take title to, hold, maintain, improve and beautify, without profit to itself, for the use in common of all the members thereof, their families, guests, and invitees, such parking areas, streets, open spaces, paths and other facilities, as from time to time may be conveyed to it pursuant to a Deed or Deeds of Subdivision or Resubdivision to be recorded in the Clerk's Office in Fairfax County, Virginia, or pursuant to any subsequent deed resubdividing the land; to enforce the covenants, restrictions, reservations, servitudes, profits, Licenses, conditions, agreements, easements, and liens provided for in such Deed or Deeds of Subdivision or any subsequent deed; and to assess, collect, and disburse the charges created under such Deed(s), all in the manner set forth in, and subject to the provisions of, said Deed(s); to exercise and otherwise implement all of the rights, duties, obligations, servitudes, easements, licenses and other powers provided for and contained in Article VII of that certain Deed of Amendment to the Deed of Dedication of Reston recorded in Deed Book 6072 at page 69 among the Land records of Fairfax County, Virginia.

(b) To do any and all lawful things and acts that the corporation may from time to time, in its discretion, deem to be for the benefit of the property shown within Blocks 7A and 7B, Section 39, Reston, on the plat attached to the Deed of Subdivision as the said Blocks 7A and 7B, Section 39, Reston, is or will be subdivided and recorded among the land records of Fairfax County, Virginia, or on any subsequent plat filed pursuant to the provisions of said Deeds (hereinafter referred to as the "Property") and which the owners and inhabitants thereof deem advisable, proper, or convenient for the promotion of their peace, health, comfort, safety, or general welfare.

3. Provisions for the regulations of the internal affairs of the corporation are:

(a) The corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the corporation shall be distributed, upon dissolution or otherwise, to any individual. The corporation may pay compensation in reasonable amounts to its members, directors, or officers, for services, including pensions. The corporation may establish from funds collected by it funded reserves for replacement and for working capital, but no such sums may be assessed, collected, retained or expended unless used for

the maintenance, repair, replacement or improvement of the land and facilities of the corporation acquired or in furtherance of the purposes set forth in paragraph 2 above.

(b) The following shall be members of the corporation:

(1) Reston Land Corporation, a Virginia corporation (which, together with any successor to all or substantially all its business of developing Blocks 7A and 7B, Section 39, Reston, is referred to herein as the "Developer"), and

(2) All persons owning of record any lot (whether in fee simple or life estate) on the Property, except a person taking title as security for the payment of money or the performance of an obligation or contract purchasers.

No person including the Developer shall be a member of the corporation with respect to each lot after he or it ceases to be the owner of record of such Lot on the Property.

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

Each member of the corporation, by becoming such, agrees that he shall be personally responsible for the payment of the charges created under the Deed of Subdivision with respect to the lot he owns and for compliance by himself, his family, guests, and invitees, with the provisions of the said Deed and the rules and regulations adapted by the corporation with respect to the Property.

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

(c) The members of the corporation shall have the right to vote for the election of directors. Each member of the corporation shall have one vote, except that:

(1) The Developer owning more than one lot shall have the number of votes equal to the number of lots owned.

(2) When any lot on the Property is owned of record in joint tenancy or tenancy-in-common, or in any manner of joint or comma ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of such lot. Such vote shall be exercised by the majority vote of the owners of record of such lot who are entitled to vote with respect thereto.

(d) The directors may make such regulations as they deem advisable for any meeting of members, in regard to proof of membership in the corporation, evidence of the right to vote, the appointment and duties of inspectors of votes, and such other matters concerning the conduct of the meeting as they shall deem fit.

(e) The corporation may contract with the Developer or with any other person for the performance, as its agent, of any of the powers, duties, or functions of the corporation which may be lawfully delegated by it.

(f) Subject to conditions and qualifications set forth in the Virginia Non-Stock Corporation Act, the corporation shall indemnify any director or officer, or former director or officer, or any person who may have served at its request as a director or officer of another corporation in which it owns or owned shares of capital stock or of which it is or was a creditor, and the personal representatives of any of the foregoing, against any and all expenses, including attorney's fees, judgments, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by him in connection with the defense or settlement of any claim, action, suit, or proceeding in which he is made a party, or is a party, or which may be asserted against him by reason of his being or having been such a director or officer, or in connection with an appeal therein, unless he, or his testator, or intestate shall be finally adjudged, in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

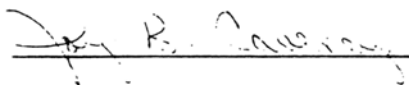

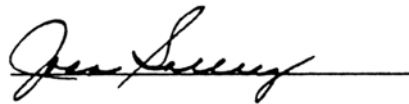
4. The management of the affairs of the corporation shall be vested in the directors. Only members of the corporation and designees, of the Developer shall be eligible to act as directors of the corporation. The length of the initial term of each of the directors constituting the initial Board of Directors is set forth in paragraph 6 below. The first election of directors by the members of the corporation shall be held at the first annual meeting of the members. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next succeeding meeting of members of the corporation. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

5. The post office address of the initial registered office of the corporation is 11800 Sunrise Valley Drive, Suite 1400, Reston, Virginia 22091. The name of the City or County in which the initial registered office is located is the County of Fairfax, The name of the corporation's registered agent is David R, Schultz, who is a resident of the State of Virginia and a member of the Virginia State Bar, and whose business office is the same as the registered office of the corporation,

6. The number of directors constituting the initial Board of Directors is five, and the names and addresses of the persons who are to serve as the initial directors are:

Name	Address
John F. Canning	10809 Nantucket Terr Potomac, Maryland 20854
Robert C. Mulheron	Route 3, Box 313 Warrenton, Virginia 22186
Sherry Whele	10411 Pearl St Fairfax, Virginia 22032
R. J. Fletcher	4753 Hickory Nut Rd Dumfries, Virginia 22026
Lyn Flrnaral	205 Falcon Ridge Rd Great Falls, Virginia 22066

These initial directors or the replacement directors designated by the Developer shall hold office until the first annual meeting of members which shall occur after 50% of the dwelling units erected or to be erected on the Property have been sold and conveyed to parties other than the Developer. At the annual meeting of members at which successors to the initial or replacement directors designated by the Developer are elected, the two successors receiving the first and second highest number of votes shall serve terms of three years; the successor receiving the third highest number of votes shall serve a term of two years, and the two successors receiving the fourth and fifth highest number of votes shall serve a term of one year. At all annual meetings of members subsequent to the annual meeting of members at which successors to the initial or replacement directors designated by the Developer are elected, directors shall be elected far terms of three years.



Dated: December 5, 1985

Amended and Restated Bylaws Summitt Chase Cluster Association

Article I: Offices

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

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

Article II: Membership

Section 1. Membership in the Corporation

- A. The members of the Corporation shall be all persons owning of record (whether in fee simple or life estate) any lot on the property shown on the recorded deeds of subdivision of land within Block 7A and 7B, Section 39, Reston, which include the Deed of Subdivision, Resubdivision, Deed of Conveyance and Easement Agreement recorded among the land records of Fairfax County, Virginia on March 20, 1986, at Deed Book 6338, Page 944, et seq., and the Deed of Resubdivision, Deed of Conveyance and Easement Agreement recorded among the land records of Fairfax County, Virginia on May 15, 1986 at Deed Book 6376, Page 1166, et seq. (collectively referred to herein as the Deeds of Subdivision) (the said land shown on the Deeds of Subdivision being hereinafter referred to as the “Property”).

A person taking title to any lot as security for the payment of money or the performance of an obligation shall not be a member of the corporation.

No person or other entity shall be a member of the corporation with respect to each lot after he ceases to be the owner of record of such lot on the Property.

- B. The Directors of the corporation may, after affording the member an opportunity to be heard, suspend any person from membership in the corporation during any period of time when there exists a violation of any of the provisions of the Articles of Incorporation, Deeds of Subdivision (including, but not limited to, the failure to make any payment to the corporation when due and payable), the Reston Association First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Reston Association Deed of Dedication”), recorded among the land records of Fairfax County, Virginia at Deed Book 18419, Page 1226, et seq., these By-Laws, and the Rules and Regulations of the corporation, with respect to the lot he owns or

when he is in violation of any rule or regulation adopted by the corporation with respect to the Property.

- C. As part of the suspension from membership as referenced in paragraph B above the Directors of the corporation may, after affording the member an opportunity to be heard, suspend a member's right to use facilities or services, including utility services and common area parking privileges, provided directly through the association for nonpayment of assessments which are more than 60 day past due, to the extent that access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant.
- D. Each member of the corporation, by becoming such, agrees that he or she shall be personally responsible for the payment of the charges for the use of carports, parking, storage, or other facilities on the Property, such charges being imposed pursuant to the authority provided in these Bylaws and the Reston Association Deed of Dedication to which the Property is subject by virtue of the Deeds of Subdivision.
- E. The qualifications set forth herein for membership in the Corporation shall be the only qualifications for such membership.

Section 2. Voting Rights

The members of the corporation shall have the right to vote for the election of Directors. Except where a greater number is either required by Virginia law, the Articles of Incorporation, the Reston Association Deed of Dedication, the Deeds of Subdivision, or these Bylaws or when the members are electing directors, a majority of members present, voting in person or by proxy, at meeting at which a quorum is present, is required to adopt decisions at any meeting of the Association. Each member of the corporation shall have one vote, except that:

- A. Any person owning more than one lot shall have the number of votes equal to the number of lots owned.
- B. When any lot is owned of record in joint tenancy or tenancy-in-common, or in any other manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of such lot. Such vote shall be exercised by the majority action or consent of the owners of record of such lot who are entitled to vote with respect thereto.
- C. No member may vote at any meeting of the Association or be elected or continue to serve on the Board of Directors if payment by such member of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Article III: Meeting of Members

Section 1. Annual Meeting

The Board of Directors shall be required to call and conduct at least one meeting of the members every calendar year, which shall be called the Annual Meeting. The Annual Meeting shall take place on any day, except a holiday or Sunday, selected by the Board of Directors. The election of directors shall take place at the Annual Meeting or any adjournment thereof. If the election of Directors shall not be held on the day designated herein for the annual meeting or at any adjournment thereof, or pursuant to Section 5 hereof, the Board of Directors shall cause the election to be held at a special meeting of the members held as soon thereafter as it conveniently may be.

Section 2. Special Meetings

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

Section 3. Place of Meetings

Meetings of the members shall be held at a suitable and convenient place in the Commonwealth of Virginia as may be designated by the Board of Directors or the President, if the President calls a Special Meeting of the members.

Section 4. Notice of Meetings

The Corporation shall publish notice of any Annual Meeting or Special Meeting of members in the manner provided by law. Written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall also be mailed or delivered not less than ten (10) or more than fifty (50) days before the date of the meeting, except as otherwise specified by law, either personally or by mail, by or at the direction of the President or the Secretary or the person calling the meeting, to each member of the corporation at his address as shown on the records of the corporation. Notices of meetings may also be delivered by Electronic Transmission in accordance with the requirements of Virginia law. A member may, in a writing signed by him, waive notice of any meeting before or after the date of meeting stated therein. A member who attends a meeting shall be deemed to have had timely and proper notice of the meeting, unless the member attends for the express purpose of objecting to the manner in which the Board called or convened the meeting. Failure to mail or deliver any notice to any member shall not affect the validity of the published notice.

Section 5. Informal Action by Members

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

Section 6. Quorum and Manner of Acting

Members holding one-fifth of the total votes, present in person or by proxy, shall constitute a quorum at any meeting of members. If quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number is required by law, or by the Articles of Incorporation of the Corporation, the Deeds of Subdivision, the Reston Association Deed of Dedication, or by these Bylaws.

Section 7. Proxies

A vote at a membership meeting may be cast by a proxy. The proxy form must be filed with the Secretary of the corporation before the appointed time of the meeting or at any time specified by resolution of the Board. Such proxy appointment shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons owning the Lot with respect to which the vote is cast. Except with respect to proxies in favor of a mortgagee, no proxy appointment shall be valid for a period in excess of eleven (11) months after the execution thereof and, in any event, any proxy (other than those in favor of a Mortgagee) shall terminate automatically upon the final adjournment of the first membership meeting held on or after the date of the proxy. The Board of Directors specifically reserves the power to establish rules and regulations concerning voting by proxy.

Section 8. Conduct of Meetings

The President shall preside over all meetings of the members and the Secretary shall keep the minutes of the meeting and keep a record in a minute book of all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. Roberts' Rules of Order (latest edition) shall govern the conduct of all meetings of the members when not in conflict with the Articles of Incorporation, the Reston Association Deed of Dedication, these Bylaws, the Virginia Property Owners' Association Act, or the Virginia Nonstock Corporation Act.

Article IV: Directors**Section 1. General Powers**

The affairs of the Corporation shall be managed by its directors.

Section 2. Number and Tenure

The number of Directors shall be five. The Directors shall be elected for a term of three years, or for the unexpired term of any resigning director, and until their respective successors are elected. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director and if not previously so filled, shall be filled at the next succeeding meeting of the members of the corporation. Any director

elected by the Board of Directors to fill a vacancy shall serve until the next members' meeting at which directors are elected.

Section 3. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place in the Commonwealth of Virginia as shall be determined from time to time by a majority of the directors.

Section 4. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within the Commonwealth of Virginia as the place for holding any special meeting of the Board called by them.

Section 5. Organizational Meeting

The first meeting of the Board of Directors following the Annual Meeting of the corporation shall be held within seven (7) days thereafter at such time and place as shall be fixed by the new Board at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present. The Board shall elect its officers at such meeting.

Section 6. Notice of Meetings

Notice of any meeting of the Board of Directors for the holding of which notice is required shall be given at least three (3) business days previous thereto by written notice delivered personally or sent by mail or Electronic Transmission to each director at his address as shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may, in a writing signed by him, before or after the time of meeting stated therein, waive notice of any meeting. Except in the circumstances described in the Virginia Nonstock Corporation Act, the attendance of a director at any meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Articles of Incorporation of the corporation or by these Bylaws. Notice of all meetings of the Board of Directors shall be posted on the corporation website, if such a website is operational.

Section 7. Quorum

Except as otherwise provided by law or by the Articles of Incorporation of the corporation, or by these Bylaws, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said

meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Action

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

Section 9. Informal Action by Directors

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

Article V: Officers

Section 1. Officers

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

Section 2. Election and Term of Office

The officers of the Corporation shall be elected annually by the Board of Directors at the Organizational meeting of the Board of Directors, which will be held within seven business days following the annual meeting of members at which director elections are held. Each officer shall hold office until his or her successor shall have been duly elected. Officers shall be elected for a term of one year, which shall commence upon election at the Organizational meeting of the Board of Directors.

Section 3. Resignation, Succession, and Removal of Officers

Any officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified in the notice, such resignation shall take effect upon the receipt thereof, and acceptance by the Board of Directors of such resignation shall not be necessary to make it effective. Should the President resign, the Vice President shall succeed that person until the next regular election of officers. Should any other officer resign, the Board shall appoint that person's replacement. Upon the affirmative vote of a majority of the directors, any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special

meeting of the Board called for such purpose. A vacancy in any office arising because of death, resignation, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 4. Powers and Duties

The officers of the Corporation shall, except as otherwise provided by law, by the Articles of Incorporation, by these Bylaws, or by the Board of Directors, each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. Specific officer powers and duties shall be as follows:

- A. President:** The President shall be the chief executive officer of the Corporation. The president shall preside at all meetings of the Corporation and of the Board of Directors; have general and active direction of the business of the Corporation subject to the control of the Board; see to the execution of the resolutions of the Corporation and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and in general perform all the duties incident to the office of President.
- B. Vice President:** The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.
- C. Secretary:** The Secretary shall keep the minutes of all meetings of the Corporation and of the Board of Directors or ensure that these minutes are kept by an appropriate third party; have charge of such books and papers as the Board may direct and as may be required by law; maintain a register setting forth the place to which all notices to Corporation members hereunder shall be delivered; give or cause to be given all notices required to be given by the Corporation; file or cause to be filed the annual report; and in general perform all the duties incident to the office of Secretary.
- D. Treasurer:** The Treasurer shall be responsible for Corporation funds and securities; ensure the keeping of full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data; ensure the deposit all monies and other valuable effects in the name of the Board of Directors or the Corporation in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of Treasurer.

Article VI: Committees

Section 1. Committees

The Board of Directors may, by resolution establish such committees to perform such duties and to have such powers as may be provided in the resolution adopted by the Board of Directors. All such committees shall have at least one member of the Board as liaison. All standing committees shall be governed by a Committee Charter, duly adopted as a Resolution by the Board of Directors. The Board of Directors has the sole authority to appoint persons to serve on any committee, and all such persons shall serve at the pleasure of the Board and may be removed from the committee by the Board with or without cause.

Section 2. Rules and Procedures

Each committee may adopt rules and procedures for the committee provided that the rules and procedures are not inconsistent with the terms of the resolution of the Board of Directors forming the committee, the Articles of Incorporation, Reston Association Deed of Dedication, or these Bylaws.

Article VII: Additional Rights, Duties, and Powers

All those rights, duties, powers and obligations set forth in Article VII of the Reston Association Deed of Dedication (Clusters) and not heretofore specifically set forth in these Bylaws are incorporated herein by reference as if specifically set forth in haec verba. To the extent such powers, duties, rights and obligations contained in this Article VII may be in conflict with any other powers, duties, rights and obligations set forth in these Bylaws, the powers, duties, rights and obligations of this Article VII shall govern. The Board of Directors shall also have all powers, duties and rights authorized by the Virginia Property Owners Association Act (the "POAA"), Va. Code Ann. §§ 55-508, et seq.

Article VIII: Amendments

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board of Directors.

Article IX: Assessments

Section 1. Cluster Fees

As set forth in the Reston Association Deed of Dedication to which the Association's Property is subjected by virtue of the Deeds of Subdivision, each member in the corporation shall be obligated to pay 1/90 of the sum which the Board of Directors estimates as necessary to meet the annual expenses of the Association. Cluster fees shall be payable quarterly. Payment is due on the first day of the first month of each quarter (i.e., January 1, April 1, July 1, and October 1) and must be received by the 15th day of the due month in order to avoid late charges. Other special assessments may be levied by the Board of Directors at any time against some or all of the Lots in

the Cluster, applicable to not more than ten years, for the purpose of defraying in whole or in part, the cost of any acquisition or construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or other property including fixtures and personal property thereon, provided such special assessment is approved by a majority vote of the members in the corporation.

Section 2. Late Charges, Interest, Attorney's Fees, Acceleration and Liens

- A. Any assessment, including but not limited to quarterly and special assessments, or any installment thereof, not paid by the 15th day of the month in which it is due shall be delinquent and shall accrue a late charge of \$35.00 or such other amount as may be determined from time to time by resolution of the Board of Directors.
- B. In any proceedings arising out of any alleged non-payment, late payment, or other default by a member, the Association shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court. If the matter is settled prior to trial, the Association may still claim its costs and reasonable attorney's fees as part of the settlement and may seek recovery of such costs and fees in court even if the original default is cured prior to trial or any other court hearing.
- C. In any case where an assessment against a member is payable in installments, upon a default by such member in the timely payment of any installment, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the sending of notice to such effect to the defaulting member.
- D. The total annual assessment of each member for Common Expenses, any additional assessment, any special assessment or any other sum duly levied (including without limitation interest, late charges, attorney's fees, costs, etc.), pursuant to the Reston Association Deed of Declaration, the Deeds of Subdivision, these Bylaws or Rules and Regulations adopted by the Board of Directors, is hereby declared to be a lien levied against any Lot owned by any member. The Board of Directors may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances except those made superior by law. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia for foreclosure of mortgages or deeds of trust containing a power of sale, by an action in the name of the Board of Directors acting on behalf of the Association, or as provided by the Virginia Property Owners Association Act, Va. Code Ann. §§ 55-508, et seq.

Section 3. Annual Budget

The Board of Directors shall determine the fiscal year for the Association. At least sixty (60) days prior to the beginning of the fiscal year, the Board of Directors shall prepare an operating budget setting forth the anticipated expenses for the coming year. The failure or delay of the Board of

Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a member's obligation to pay assessments whenever the amount of same is determined, and in the absence of any annual budget or adjusted budget, each member shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due after the new or adjusted budget is adopted.

Section 4. Notice of an Increase in Cluster Fees

The Board of Directors shall determine the amount of the annual cluster fees and notify the members of any increase at least thirty (30) days prior to the date on which the higher fee is due.

Section 5. Reserve Funds

The Association shall establish and maintain a reserve fund for replacement and maintenance of the common areas. That portion of the annual budget allocated as reserves shall be deposited in a special account during the course of the year.

Article X: Covenants

Any community consisting of privately owned and commonly owned property requires a set of rules to ensure that the common interest of all is served. In cognizance of the fact that the good sense of homeowners in the community will, in most cases, require little guidance, the Board of Directors has adopted a minimal set of rules.

These covenants supplement those already established by the Reston Association Deed of Dedication. Additional covenants may be added as deemed necessary by the Board of Directors.

Section 1. Parking

The Board of Directors may from time to time adopt those parking regulations it deems proper to govern the parking of vehicles in the Common Areas of the Summitt Chase Property.

Section 2. Pets

- A. Fairfax County leash laws will be enforced on Summitt Chase property. Pets should not be allowed to run freely through the development at any time.
- B. Pets may be walked in the common area while on a leash. Owners must immediately cleanup after their animals.
- C. Pets may not be left tied up, unattended in the common area or outside the Lot's fenced yard at any time.
- D. Any animal which becomes a nuisance should be reported to the Board of Directors via the management company.

Section 3. Exterior Changes

The Reston Association Deed of Dedication covenants will be strictly enforced by the Summitt Chase Board of Directors. Application for all exterior changes outlined in the Reston Association Handbook must be made to the Reston Association Design Review Board. Copies of all applications should be submitted to the Summitt Chase Cluster Association Board of Directors.

The following is a partial list of projects requiring approval by the Reston Association Design Review Board: decks; patios; fences; alterations to existing decks, patios or fences; use of landscape timbers or railroad ties; replacement or removal of trees; repainting doors or trim (exterior colors are restricted to those approved for the cluster); installation of storm windows or doors, attic fans or roof ventilators; skylights; antennas; and replacement or removal of exterior fixtures.

Section 4. Trash

The Board of Directors has contracted with a trash removal company to provide service to the entire Cluster. The Board of Directors may from time to time adopt those regulations it deems proper to govern the proper handling of trash within the Cluster.

Section 5. Property Maintenance

- A. The Association will be responsible for mowing the grass in the front and side yards of the Lots. It is the homeowner's responsibility to otherwise maintain the health of the lawn on the front and side of their property including, fertilizing, weed control and repair of damaged lawns through the application of seed or sod. Each homeowner is also responsible for the maintenance of mulch beds, trees, shrubbery and other plantings in the front and side yards as well as the backyard within the fenced area. Uncut grass, weeds, dead flowers, unpruned trees, etc., detract from the appearance and value of not only the individual property, but also neighboring property and the Cluster as a whole.
- B. Siding, shutters, trim, paint, fences and decks must be well maintained by the lot owner and replaced or repaired when necessary.
- C. Engines, tires, bricks, and other debris or unsightly material must not be stored where visible to others from the common area.
- D. No covering may be placed over the exterior of any window or glass door, and interior window coverings must not detract from the exterior appearance.

Section 6. Signs

- A. When a home is for sale or rent, only one (1) real estate sign may be displayed on the individual lot. No other real estate sign may be placed on Cluster property. All signs for properties sold or rented are to be removed within one (1) working day of completion of the transaction.
- B. No signs other than those specified in Section 6A may be posted on a Lot's property or on any Cluster Property without the prior approval from the Board of Directors.

Section 7. Rental Properties

- A. Owners are responsible for the actions of tenants and their guests. All leases for Summitt Chase properties must contain a complete set of both Cluster and Reston Association covenants and bylaws and include a statement that the tenant is responsible for complying with the covenants and restrictions contained therein.
- B. Copies of all leases must be filed with the Board of Directors via the Association's managing agent within fifteen (15) days of ratification of a contract.

Section 8. Speed Limit

The maximum speed limit in the development is 15 miles per hour.

Section 9. Light Posts

The Summitt Chase complex utilizes light posts at the front of each lot rather than lights in the common areas. These fixtures provide light for the safety and security of the complex. Since the post and associated circuitry are a part of each lot, the Cluster Association cannot be responsible for maintenance of these important items. Therefore, each homeowner is responsible for keeping his or her light post in working order. The photoelectric cell which automatically turns on the light may not be removed or disabled. Light post bulbs must be white, sixty (60) watts. The lamp must be repaired or replaced within twenty-four (24) hours when the light is inoperable.

Section 10. Use of Common Ground

- A. No resident may use common grounds for a party, yard sale, or any other activity without prior approval by the Board.
- B. Dumping of any debris or trash, or storage of any object or material is not allowed on Common Ground.
- C. The common grounds may not be altered in any way without the prior written approval of the Board of Directors. This includes planting or removing trees and shrubs or other plantings, installing or removing retaining walls, installing or removing drain pipes, trimming of trees or shrubs, or changing the existing grade.

Section 11. Enforcement

The Board of Directors shall have the right to enforce all provisions of these Bylaws, the Deeds of Subdivision, the Reston Association Deed of Dedication, and any Rules and Regulations duly adopted by any proceeding at law or in equity authorized by these Bylaws, the Deeds of Subdivision, the Reston Association Deed of Dedication, or the Virginia Property Owners Association Act, Va. Code Ann. §§ 55-508, et seq. The Board of Directors shall issue a written warning to the offending resident when they become aware of a violation of the covenants. If the problem is not promptly corrected, the Board shall take whatever steps are necessary, including legal action to enforce compliance with the covenants. Failure to issue any such written warning

shall in no way constitute a waiver and shall not limit the Association's authority to pursue enforcement actions.

In any proceedings arising out of any alleged violation or default by a member or his/her tenants or guests, the Association shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court. If the matter is settled prior to trial, the Association may still claim its costs and reasonable attorney's fees as part of the settlement and may seek recovery of such costs and fees in court even if the original violation or default is cured prior to trial or any other court hearing.

If a resident feels that a covenant is being violated, he or she should make the Board aware of the problem. This can be done by contacting a Board member or the Association's managing agent. Written documentation of the alleged violation may be requested.

CERTIFICATION

We, the undersigned, do hereby certify:

THAT we are the duly elected officers and directors of the Summitt Chase Cluster Association, a Virginia Nonstock Corporation; and

THAT the foregoing Bylaws constitute the Amended & Restated Bylaws of said Corporation, as duly adopted by majority vote at a meeting of the Board of Directors at which a quorum was present, held on the 25th day of April, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this day of May 9, 2017.

(Signature on file), President
Elizabeth Brooks

(Signature on file), Secretary
Kenneth Gray

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M6203 161151

85-085744

Deed of Dedication and Easement Agreement

RETURN TO: RESTON LAND CORPORATION
11800 SUNRISE VALLEY DRIVE
RESTON, VIRGINIA 22091

THIS DEED OF DEDICATION AND EASEMENT AGREEMENT is entered into this 13th day of August, 1985 by and between Reston Land Corporation, a Delaware corporation qualified to do business in Virginia (hereinafter referred to as Reston Land), part of the first part, the Board of Supervisors of Fairfax County, a body politic (hereinafter referred to as County), party of the second part and the Fairfax County Water Authority, a body politic (hereinafter referred to as F.C.W.A.), part of the third part.

WHEREAS, Reston Land is the owner of all of the land proposed to be dedicated, containing 0.4236 acres described in Exhibit A, attached hereto and made a part hereof, and being a portion of Parcel 2, Reston, having acquired the same by deed from John Hancock Mutual Life Insurance Company recorded in Deed Book 4926 at page 299 et seq. among the land records of Fairfax County, Virginia, and

WHEREAS, Reston Land desires to dedicate the land described on Exhibit A as a public street and to grant certain easements, all as set forth on the attached plat dated June, 1985 prepared by Urban Engineering & Associates, Inc. and entitled "Plat Showing Autumn Ridge Circle Dedication and Various Easements thru a Portion of Parcel 2, Reston"

NOW, THEREFORE, THIS DEED OF DEDICATION AND EASEMENT AGREEMENT WITNESSETH:

That for and in consideration of One Dollar (\$1.00) cash in hand paid before the signing, sealing, and delivery of this Deed of Dedication and Easement Agreement, receipt whereof is hereby acknowledged, and other good and valuable consideration, Reston Land does hereby dedicate that certain parcel of land situate in Centreville District, Fairfax County, Virginia, more particularly described on Exhibit A and on the plat referred to above, which is attached hereto for public street purposes as Autumn Ridge Circle and does hereby declare that said dedication is made with its free consent, in accordance with its desires and in accordance with the statutes of Virginia governing such dedication.

And further, that for and in consideration of One Dollar (\$1.00) cash in hand paid before the signing, sealing and delivery of this Deed of Dedication and Easement Agreement, receipt whereof is hereby acknowledged, and other good and valuable consideration, Reston Land does hereby grant and convey the following easements:

1. Unto the Board of Supervisors of Fairfax County, Virginia, easements for drainage of natural or storm waters, which easements are labeled "Storm Drainage Easement" on the plat attached hereby dedicated to that purpose and made subject to the restriction that no use shall be made of, nor shall any improvements be permitted within, said easement areas which would interfere in any way with the natural drainage of waters.

The easements granted to the County is subject to the following conditions:

a. All sewers, manholes, inlet structures and right of way shall be and remain the property of the County, its successors and assigns.

b. The County and its agents shall have full and free use of said easements and rights of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and right of way including the right of access to and from the right of way and the right to use abutting land adjoining the easements where necessary; provided, however, that right to use abutting land shall be exercised only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature or such abutting land.

c. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easements; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration including the backfilling or trenches, the replacement of fences, and the resodding of lawns, and reseeding of pasture areas, and the replacement of shrubbery but not the replacement of structures, trees or other obstructions.

d. Reston Land reserves the right to construct and maintain roadways over said easements and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that Reston Land shall

not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the County.

2. And further, that for and in consideration of One Dollar (\$1.00) case in hand before the signing, sealing and delivery of this Deed of Dedication and Easement Agreement, receipt whereof is acknowledged, and other good and valuable consideration, Reston Land does hereby grant and convey the following easements: Unto the Fairfax County Water Authority, its successors and assigns, easements and rights of way shown on the attached plat for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains including fire hydrants, valves, meters, building service connections and other appurtenant facilities together with all rights and privileges reasonable necessary to the exercise of the easement and right of way including, but not limited to, the right to use abutting land adjoining the easement when necessary for actual construction and maintenance; provided, however, that the Fairfax County Water Authority shall restore, at its own expense, the premises to their original conditions, such restoration to include the backfilling of trenches, the replacement of fences, the resodding of lawns or reseedling of pasture areas, and the replacement of shrubbery, but not the replacement of structures, trees or other obstructions. All water mains and appurtenant facilities which are installed in said easement shall be or become (when accepted) and remain the property of the Authority, its successors and assigns. At such time as any portion of the land within the above-described easement may be accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the authority by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or an appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.

3. Easements for the installation and maintenance of underground utilities, supply and transmission lines, drainage facilities and walkways are reserved to Reston Land, its successors and assigns, through all areas shown on the attached plat, whether within the boundary of residential lots or in common areas, except only approved

6203 1154

building and driveway areas. Such easement shall include the right of ingress and egress provided that any damage resulting from the installation, maintenance or repair of any underground utilities, supply and transmission lines, drainage facilities or walkways shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry.

4. A sight distance easement and restriction is hereby imposed on a portion of the property owned by Reston Land adjacent to Autumn Ridge Circle as is more particularly shown and set forth on the attached plat. No plantings, structures or other object (temporary or permanent) shall be placed within the limits of such easement which would obstruct any portion of the line of sight of vehicles traversing Autumn Ridge Circle.

5. A permanent turnaround easement for the use and benefit of the Virginia Department of Highways and Transportation, its agents, successors and assigns, is hereby established and created on the portion of Reston Land's property immediately adjacent to and at the terminus of Autumn Ridge Circle, all as is more particularly shown and described on the attached plat.

WITNESS the following signatures and seals:

ATTEST

RESTON LAND CORPORATION

By 
Assistant Secretary

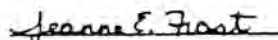
By 
Vice President

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that James C Cleveland whose name as XXXX President of Reston Land Corporation, is signed to the foregoing Deed of Dedication and Easement Agreement bearing date on the 13 day of August 1985, has acknowledged the same before me in my said County and State

Given under my hand this 13 day of August, 1985.


Notary Public

My commission expires:

7/29/88

203 101185

EXHIBIT A
DESCRIPTION OF THE DEDICATION OF
AUTUM RIDGE CIRCLE THROUGH A PORTION
OF PARCEL 2, RESTON, CENTREVILLE
DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point on the southeasterly limit of existing dedication of Autumn Ridge Circle, as shown on plat of dedication for Lake Newport Road previously recorded in Deed Book 6142, page 1808;

thence running through Parcel 2, Reston, the following courses and distances

with the arc of a curve to the right whose radius is 354.22 feet and whose chord bearing and chord are S. 76° 02' 08" W. 400.77 feet respectively, an arc distance of 425.98 feet to a point;

N. 69° 30' 47" W. 104.78 feet to a point;

with the arc of a curve to the left whose radius is 247.50 feet and whose chord bearing and chord are N. 78° 53' 19" W. 80.64 feet respectively, an arc distance of 81.00 feet to a point;

S. 69° 30' 47" E. 104.78 feet to a point;

with the arc of the curve to the left whose radius is 309.22 feet and whose chord bearing and chord are N. 76° 02' 08" E. 349.85 feet respectively, and arc distance of 371.86 feet to a point;

thence running with aforementioned existing Autumn Ridge Circle, S. 48° 24' 57" E. 45.00 feet to the point of beginning.

Containing 0.42362 acres, more or less.

with plat attached

RECORDED W/CERTIFICATE ANNEXED

1985 AUG 15 PM 3:00

FAIRFAX COUNTY, VA.

TESTE: *[Signature]*
CLERK

M0203 M

CUR

NO	RADIUS	DELTA
1	309.22	08°54'10"
2	331.72	08°54'10"
3	354.22	08°54'10"
4	247.50	18°45'08"
5	270.00	18°45'08"
6	292.50	18°45'08"
7	25.00	60°27'23"
8	25.00	63°18'34"
9	75.00	303°15'54"
10	292.50	00°50'08"
11	75.00	29°19'38"
12	75.00	28°26'15"
13	75.00	245°30'00"
14	42.50	114°50'00"
15	270.00	01°44'05"

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
Division of Design Review
Falls Church, Virginia

All street locations and/or easements
shown in the representations of this
office and the necessary agreements
to be made have been reviewed.

By *[Signature]* Date *7-31-85*
[Signature] *7-6-85*

RESTON LAND CORP.
PARCEL 2, RESTON

FUTURE BLOCK 6, SEC. 39, RESTON

FUTURE BLOCK 7
SEC. 39, RESTON

FUTURE
PARCEL 98

FUTURE BLOCK 8, SEC. 39, RESTON

RESTON LAND CORP.
PARCEL 2, RESTON

SURVEYOR'S CERTIFICATE

I, PHILLIP A. BLEVINS, A DULY CERTIFIED LAND SURVEYOR,
DO HEREBY CERTIFY THAT THE LAND EMBRACED WITHIN THE SUBDIVISION
SHOWN ON THIS PLAT, AUTUMN RIDGE CIRCLE, BEING A PORTION OF PARCEL 2,
RESTON, IS NOW IN THE NAME OF RESTON LAND CORPORATION AND WAS ACQUIRED
FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY BY DEED RECORDED
JULY 12, 1978 IN DEED BOOK 4426, ON PAGE 299, E.T. 504, RECORDED AMONG
THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA; THAT THE SUBDIVISION
IS WITHIN THE BOUNDS OF THE ORIGINAL TRACTS AND ACCURATELY DESCRIBED
BY METES AND BOUNDS, COURSES AND DISTANCES, THE BEARINGS BEING
CALCULATED TO THE VIRGINIA STATE GRID NORTH.

GIVEN UNDER MY HAND AND SEAL THIS 26TH DAY OF JUNE, 1985.



[Signature]
PHILLIP A. BLEVINS, CLS # 1364

OWNER'S CERTIFICATE

THE PLATTING OR DEDICATION OF THE LAND EMBRACED WITHIN THE SUBDIVISION
SHOWN ON THIS PLAT, AUTUMN RIDGE CIRCLE, BEING A PORTION OF PARCEL 2,
RESTON, IS NOW IN THE NAME OF RESTON LAND CORPORATION AND WAS ACQUIRED
FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY BY DEED RECORDED
JULY 12, 1978 IN DEED BOOK 4426, ON PAGE 299, E.T. 504, RECORDED AMONG
THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA; THAT THE SUBDIVISION
IS WITHIN THE BOUNDS OF THE ORIGINAL TRACTS AND ACCURATELY DESCRIBED
BY METES AND BOUNDS, COURSES AND DISTANCES, THE BEARINGS BEING
CALCULATED TO THE VIRGINIA STATE GRID NORTH.

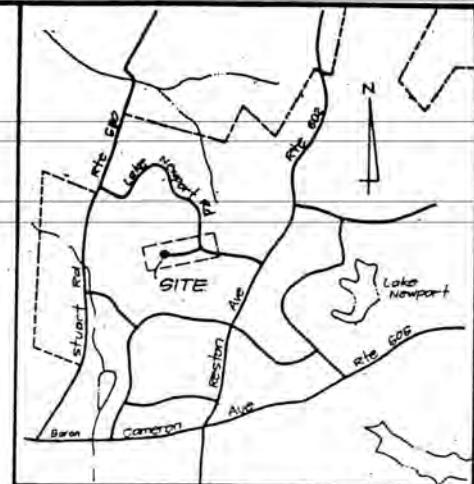
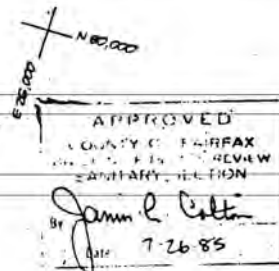
RESTON LAND CORPORATION
OWNER

By *[Signature]* *August 7, 1985*
VICE PRESIDENT

1811W 602900

DATA

	TAN.	CHORD	CHD. BEARING
16	212.13	344.86	N 76° 02' 08" E
12	227.57	376.31	S 76° 02' 08" W
18	243.00	400.77	S 76° 02' 08" W
20	40.87	80.64	N 76° 53' 19" W
7	44.58	87.97	N 76° 53' 19" W
3	48.30	96.30	N 76° 53' 19" W
38	14.57	26.17	S 58° 32' 19" E
22	15.41	26.24	S 60° 04' 47" W
17	00	71.27	N 00° 03' 25" E
1	1.28	2.56	S 88° 52' 04" E
9	19.02	37.97	S 42° 58' 31" E
2	19.00	38.04	S 42° 58' 59" W
6	00	120.10	N 00° 23' 17" W
8	66.07	71.44	N 00° 23' 17" W
4	09	8.17	N 89° 07' 57" W

VICINITY MAP
SCALE 1" = 2,000'

NOTES :

1. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND FACILITIES, SUPPLY AND TRANSMISSION LINES, DRAINAGE FACILITIES AND WALKWAYS ARE RESERVED TO RESTON LAND CORPORATION AND ASSIGNS, THROUGH ALL AREAS SHOWN ON THE ATTACHED PLAT, WHETHER WITHIN THE BOUNDARIES OF RESIDENTIAL LOTS OR IN COMMON AREAS, EXCEPTING ONLY APPROVED BUILDING AND DRIVEWAY AREAS. SUCH EASEMENTS SHALL INCLUDE THE RIGHT OF INGRESS AND EGRESS PROVIDED THAT ANY DAMAGE RESULTING FROM THE INSTALLATION, MAINTENANCE OR REPAIR OF AN UNDERGROUND UTILITY, SUPPLY AND TRANSMISSION LINE, DRAINAGE FACILITY OR WALKWAY SHALL BE PROMPTLY REPAIRED OR REPLACED AT THE EXPENSE OF THE CORPORATION OR AUTHORITY WHICH DIRECTED THE ENTRY.
2. ALL EASEMENTS FOR THE DRAINAGE OF NATURAL OR STORM WATERS ARE HEREBY ASSIGNED TO FAIRFAX COUNTY.
3. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 011-3-001-B, AND IS ZONED PRC.
4. AREA DEDICATED TO PUBLIC STREET PURPOSES = 18,453 \pm OR 0.42362 AC.
5. EASEMENT FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE OF UTILITIES COUNTY AND OTHER EMERGENCY VEHICLES.
6. NO PLANTINGS OR STRUCTURES WHICH WOULD OBSTRUCT THE LINE OF SIGHT SHALL BE ALLOWED WITHIN THE SIGHT DISTANCE EASEMENT AND RESTRICTION.



Block 9, SEC 39 Reston

DOWN HEREON IS WITH
IN THE DESIRE OF THE
TRUSTEES, IF ANY, WE
AS INDICATED THUS
ITS OF THE FAIRFAX

7/12/86
DATE

FINAL PLAT
RECOMMENDED FOR APPROVAL
JANUARY 1986
CITY OF RESTON BOARD OF SUPERVISORS
DATE 1/12/86 BY [Signature]
APPROVED
[Signature]
APPROVED FOR RECORD
OFFICE OF THE CLERK
160 DAYS AFTER

PLAT SHOWING
AUTUMN RIDGE CIRCLESTREET DEDICATION
AND VARIOUS EASEMENTS
THROUGH A PORTION OF PARCEL 2

RESTON

DB. 4926 PG. 299

CENTREVILLE, DISTRICT

FAIRFAX COUNTY, VIRGINIA

SCALE 1" = 50'

DATE: JUNE, 1985

URBAN ENGINEERING & ASSOC., INC.

ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYOR'S
8001 FORBES PLACE, SPRINGFIELD, VA. 22151

SHEET 1 OF 1

0911W 6029W

4893-

M6203 M1158

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Amendments

Amendment I: Trash Rules and Regulations

(Supersedes all other trash rules and regulations issued prior to October 1, 2019)

WHEREAS, Article VII of the Amended and Restated Bylaws of the Summitt Chase Cluster Association (“Bylaws”) provides that the Board of Directors shall have the power to establish reasonable rules of use governing the Cluster Common Area; and

WHEREAS, the recorded instruments and applicable statutes governing the use and operation of the Association obligate each member of the Association to comply with the rules and regulations established by the Board; and

WHEREAS, the Board of Directors has determined that it is in the best interests of the Association and the Members to establish rules and regulations relating to the handling of trash on the Cluster Common Area.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations related to the handling and disposing of trash are adopted:

Section 1. Schedule

The Summitt Chase Cluster Association has contracted American Disposal (www.americandisposal.com or 866-884-8700) to provide trash removal services. Trash, Recycling, and Yard Waste pickups occur according to the following schedule:

- Trash pickup: Tuesday and Friday
- Recycling pickup: Friday
- Yard waste pickup: Friday
- Large Item pickup: By appointment only with American Disposal (www.americandisposal.com/for-home/special-pickups)

American provides services on all holidays that fall on regularly-scheduled pickup days with the exception of Independence Day, Thanksgiving Day, Christmas Day, and New Year’s Day. If a regularly-scheduled pickup day falls on one of these holidays, services resume on the next regularly scheduled pickup day. (www.americandisposal.com/faqs/virginia-holiday-service-schedule)

Section 2. Containers

Trash must be properly contained and secured when left out for pick up. Poorly secured trash frequently gets scattered throughout the community by strong winds or wild animals. Please make sure all trash is secure and won’t blow away.

- A. Trash must be placed in either hard plastic or metal container with a tight-fitting lid. Please note that trash in plastic bags, cardboard boxes, or any other type of container MAY NO LONGER be placed out the night before a pickup.

- B. Containers must be clearly marked with the resident's house number.
- C. Trash containers may not be stored in front of, or beside, any townhouse prior to being placed out for collection. All household trash must be stored in secure containers, out of sight, in the fence in the rear yard or inside of the home.

Section 3. Trash Removal

- A. Trash must be placed at the curbside by 7:00 AM for collection
- B. Trash containers shall be placed at the curb no earlier than 6:00 PM the night before pickup and must be removed from the curb no later than 9:00 PM on the day of pickup.
- C. Trash containers should not exceed 50 pounds in weight per container or bag.
- D. Any trash not collected, for any reason, must be stored in a secure trash container in the rear yard or inside the home until the next pickup day.
- E. Regardless of fault, if any portion of a resident's trash is spilled on any part of the grounds, it is the responsibility of the resident to pick it up.
- F. Furniture and other large, non-metal, non-commercial household items can be collected by the trash vendor. Arrangements for pickup must be made by the homeowner, and an extra charge may be assessed by the trash vendor to the individual homeowner. These items include but are not limited to Sofa, Chairs, Tables, Small TV's, Cribs, Mattresses, Bed Frames, Small Kitchen Appliances, Shelves, etc.
- G. Containers or bundles weighing more than 50 pounds, or longer than 4 feet in length, will not be collected as household trash. Commercial construction trash/renovation debris (any items resulting from renovations in home) must be pre-scheduled for removal. Residents are required to call the trash vendor to request removal of the item(s), with additional billing to the individual homeowner.
- H. Ferrous metal/white good items, such as appliances, will be picked up by prior arrangement. These items include but are not limited to Propane grills (no propane), Refrigerator *FREON-FREE (upright and horizontal), Washer, Dryer, Dishwasher, Water Heater, Freezer *FREON-FREE (upright and horizontal), and Air Conditioner Units *FREON-FREE (window & outside). All appliances containing *Freon (CFC's) must be tagged with certification that it is FREON-FREE prior to removal. Contact your Heating and Air Conditioning dealer for CFC removal. Residents are required to call the trash vendor to request removal of the item(s), with additional billing to the individual homeowner.

- I. The following items are not permitted. Rocks, concrete, dirt, mulch, tires, soil, sod, tree stumps, paint, motor oil, combustibles, toxic or hazardous wastes, or any other material excluded from the disposal site, or any applicable state or federal law, as being hazardous or toxic. As well as flammable products, dead animals, fecal matter, manure, brick, landscaping timbers, friable asbestos, lead acid/wet cell batteries, bio-hazardous material, needles, and other medical waste.

Section 4. Recycling

Residents of townhouses and single-family homes in Fairfax county receiving curbside refuse and recycling collection are required to separate recyclables from trash.

- A. Recyclable materials must be placed in a recycling bin or other sturdy plastic or metal container so the materials do not blow away. Do not overfill bins and cans, please use an additional bin or can if needed.
- B. The trash vendor provides one recycling bin per household.
- C. Containers should be clearly marked as recycling and with the resident's house number.
- D. Recycling containers must be placed at the curbside by 7:00 AM for collection.
- E. Recycling containers shall be placed at the curb no earlier than 6:00 PM the night before pickup and must be removed from the curb no later than 9:00 PM on the day of pickup.
- F. All recyclables can be placed in the same container.
- G. If a resident does not use a recycling container, trash bags may be used. Trash bags must be either clear or blue recycling bags and must be securely tied or double-bagged, and CANNOT be placed at the curb until the morning of pickup.
- H. The following items should be recycled (www.americandisposal.com/recycling):
- Food & beverage "small necked" plastic bottles
 - Food & beverage tin & aluminum cans
 - Food & beverage glass bottles and jars
 - "Wide necked" tubs: yogurt, dairy containers
 - #1 plastic bottle (water and soda)
 - #2 plastic containers (milk and detergent)
 - #3 to #7 plastic containers (yogurt and margarine)
 - Mixed paper: junk mail, newspaper, magazines, cereal boxes, flattened cardboard
 - Cardstock, file folder, envelope, office paper, computer paper & printouts, Post it Notes, etc.
 - Pizza box with NO contamination of food waste.
 - Books (hardbacks, paperbacks, textbooks, telephone)
- I. As of October 1, 2019, glass is no longer picked up at the curb. Residents are requested to drop off glass at a Glass Recovery site, or include glass with the trash. For more information visit (<https://www.fairfaxcounty.gov/publicworks/recycling-trash/glass>).

J. The following items are not recyclable in this program:

- Glass recyclables not acceptable are windows, drinking glasses, cups, plates, cookware, mirror, light bulbs, and broken glass.
- Metal recyclables not acceptable are pots, pans, foil, pie tins, scrap metal.
- Styrofoam containers
- Not acceptable is any recyclable that is contaminated with food.
- Plastic film such as grocery bags and dry cleaning bags.

K. Many other items can be recycled at local stores – for example, many grocery stores recycle plastic bags. Batteries, ink cartridges, and electronics can often be recycled at stores such as Best Buy. Consider selling or donating other items that may still have use to someone, such as through Craigslist.com or charities such as Purple Heart or Salvation Army, rather than disposing of these items in the trash.

L. If you are unsure about how to dispose of any other material, please visit the Fairfax County website (<https://www.fairfaxcounty.gov/publicworks/recycling-and-trash>) for more information.

Section 5. Yard Waste

In Fairfax County, recycling of yard debris is mandatory from March 1 through December 24. See the trash vendor's website for more information (www.americandisposal.com/faqs/yard-waste-set-out-instructions).

- A. Yard debris (leaves, grass clippings, and brush) may be mixed with trash during the months of January and February.
- B. Yard waste must be placed at the curbside by 7:00 AM for collection.
- C. Yard waste shall be placed at the curb no earlier than 6:00 PM the night before pickup and empty containers must be removed from the curb no later than 9:00 PM on the day of pickup.
- D. Brush must be cut into four-foot lengths, with limbs no larger than six inches in diameter.
- E. Brush must be tied in bundles with rope or twine no larger than two feet in diameter and less than 50 pounds.
- F. Grass clippings, leaves, and twigs can be placed in a container you provide, paper bags, or clear plastic bags. Yard waste placed in dark bags NOT marked with an "X" are not collected.
- G. Tree stumps and tree limbs that are larger than 6 inches in diameter and 4 feet in length are not collected.
- H. Christmas trees are collected during the first two Wednesdays of January (www.americandisposal.com/faqs/virginia-christmas-tree-removal). Trees must be free of tinsel and ornaments. Do not place in bags. Any tree over eight (8) feet long should be cut in half.

- I. Christmas trees not disposed of by the second week of January should be disposed of on the second day of the trash collection days.
- J. Composting is permitting, but it must be in a raised and enclosed bin located within the unit's fence. This may not be open to the ground. DO NOT use an open pit as this encourages rodents and fowl smells. A tumbler type of bin is acceptable.

Section 6. Non-compliance

The first documented violation of the Trash Policy results in a warning citation issued to the homeowner(s), regardless of whether the violation was caused by them or their resident(s). Any subsequent documented violation within one month from the date of the first citation, however, results in a hearing by the Board of Directors in which the homeowner can be declared not in good standing. The board may revoke the homeowner(s) parking privileges and other rights in the Association for up to thirty (30) days per violation.

CERTIFICATION

This Resolution was duly adopted at a meeting of the Board of Directors on the 1st day of October, 2019. The effective date shall be sixty (60) days from the date of adoption and shall supersede and replace the existing rules and regulations governing the handling and disposing of trash on the property.

SUMMITT CHASE CLUSTER ASSOCIATION

(Signature on file), President
Beth Brooks

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Amendment II: Parking Rules and Regulations

(Supersedes all other parking rules and regulations issued prior to May 9, 2017)

WHEREAS, Article VII of the Amended and Restated Bylaws of the Summitt Chase Cluster Association (“Bylaws”) provides that the Board of Directors shall have the power to establish reasonable rules of use, including parking rules, governing Cluster Common Area; and

WHEREAS, the recorded instruments and applicable statutes governing the use and operation of the Association obligate each member of the Association to comply with the rules and regulations established by the Board; and,

WHEREAS, the Board of Directors has determined that it is in the best interests of the Association and the Members to establish rules and regulations relating to parking on Cluster Common Area.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations related to the parking of Vehicles is adopted:

Section 1. Definition of Terms

For the purpose of this Resolution, the terms used herein shall be defined as follows:

A. Vehicle Definitions

1. Commercial Vehicle

- a. Any vehicle deemed commercial by the Fairfax County Ordinance Chapter 112 of the Fairfax County Code which defines commercial vehicles as any type of vehicle:
 - i. with a rated carrying capacity of 1,500 pounds (3/4 ton) or more;
 - ii. regardless of capacity, which displays advertising lettered thereon either permanently or magnetically attached;
 - iii. which is licensed as a “for hire” vehicle.
- b. any vehicle that has visible commercial equipment attached to the exterior of the vehicle (i.e. ladders, pipes, commercial roof racks, tool boxes, compressors, padlock doors, fuel tanks or pumps, generators, welding equipment, etc.)
- c. tools or construction supplies stored above the level of the bed
- d. any private or public school or church buses or limousines
- e. any box or panel truck

2. Recreational Vehicle

- a. any boat, jet ski, or other water vehicle;
- b. any trailer or fifth-wheel trailer;

- c. any mobile home, motor home or self-contained camper;
- d. any pop-up camp/tent trailer or other similar recreation-oriented, portable, or transportable facility or conveyance;
- e. dune buggies;
- f. any vehicle which would not normally be used for daily transportation or which is not licensed for use on the Virginia highways.

3. Oversized Vehicles

- a. Any vehicle which, because of its irregular height, length, shape or width will not fit within the confines of a single parking space.
- b. Meets any of the following specifications:
 - i. greater than ten (10) feet in length from axle to axle
 - ii. greater than eighteen (18) feet in length from bumper to bumper
 - iii. greater than eight (8) feet in width
 - iv. greater than 10,000 pounds in gross weight
 - v. has three or more axles
 - vi. has dual rear tires

4. Improperly Licensed Vehicles

- a. Any vehicle with an expired (by more than 30 days) or invalid:
 - i. state license plate
 - ii. county or city decal required by the place the vehicle is registered
 - iii. state inspection sticker

5. Inoperative Vehicle

- a. any vehicle that does not run or cannot be driven
- b. any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine or other essential part.
- c. any vehicle which does not move for two (2) weeks or more may be presumed to be inoperable. Residents may contact the management company if they would like to request permission to leave their vehicle in place for longer than two (2) weeks to avoid having the vehicle be deemed inoperable.

6. Other Equipment and Machinery

- a. any agricultural, industrial, construction or similar machinery or equipment

B. Parking Area and Street Definitions

1. **Reserved Parking Spaces:** Paved and painted parking spaces that are reserved for the exclusive use of a specific unit. These spaces are marked as reserved with a space number. The mapping of reserve space number to unit address can be found in *Section 4. Parking Assignments*. Reserved parking spaces are assigned by the Board of Directors.
2. **Open Parking Spaces:** Paved and painted parking spaces that are not reserved for a specific unit.
3. **Private Roads:** Autumn Ridge Circle including the traffic circle and all roadways west of the traffic circle is owned and maintained by the Summitt Chase Cluster Association. All state and county laws are enforced by the Fairfax County Police and by the Fire Marshall on this private road. Community rules are enforced by the Summitt Chase Cluster Association.
4. **Public Roads:** Paved roads owned and managed by Virginia Department of Transportation (VDOT). All state and county laws are enforced by the Fairfax County Police and Fire Marshall on these public roads. Autumn Ridge Circle between Lake Newport Road and the traffic circle is a public road.

C. Other Definitions

1. **Common Property:** All real property which is owned by the Summitt Chase Cluster Association
2. **Fire Lanes:** All areas designated as fire lanes by the Fairfax County Fire Marshal, marked with signs and/or yellow striping
3. **Owner:** The record holder of the title to any Lot in Summitt Chase Cluster, whether one or more persons
4. **Resident:** Anyone who resides in Summitt Chase Cluster, whether owner, renter, etc., of the residence.
5. **Good Standing**
 - a. The status of any Summitt Chase Cluster owner or resident who is not in violation of the Reston Association Deed of Dedication, Summitt Chase Deeds of Dedication, By-Laws, or Rules and Regulations of the Association.
 - b. Any owner that is not delinquent over 60 days for any assessments, fees, fines, or judgments owed to the Association.

Section 2. Rules and Regulations

A. General Parking Rules

1. Parking on Summitt Chase Association private roads are only for use of Summitt Chase owners, residents, guests, and contractors.
2. Parking privileges may be suspended by the board of directors if an owner is considered not in good standing or the owner, resident, or guest violates a rule duly established by the Board. Before any suspension, the Board will provide a written notice to the owner including a list of violation(s), and the date, time, and location where the board will consider the suspension. The unit owner has the right to attend the hearing or submit a written statement and address the Board before any vote is conducted. The only time the unit owner has the right to be heard is at the hearing at the time, date, and place designated by the Board.

The length of a suspension will not extend past the time that a property owner returns to the status of good standing or up to 30 days per violation, but may be less as determined by the majority vote of the Board members at the hearing.

Upon determination that parking privileges are to be suspended the Board will send a notice of suspension to the address on file for the unit owner by certified mail.

3. All owners are responsible for notifying any resident, guest or invitee of the parking rules and restrictions in the community. Owners of units whose residents, guests or invitees violate these guidelines shall be held liable for any damages to the community caused directly or indirectly by the violation.
4. It is prohibited to park an improperly licensed or inoperable vehicle on common property.
5. No recreational vehicle, oversized vehicle, or other equipment or machinery shall be permitted to park on common property
6. Vehicles shall park only in lined parking spaces.
7. All vehicles shall be positioned as close to the center of the parking space between the painted lines as possible. In general, overlapping the painted lines which separate parking spaces or parking at an angle to the curb is prohibited.
8. Residents must have a valid operator's license in order to operate a motorized vehicle on common property.

B. Reserved Parking

1. Reserved parking spaces are granted to the units to insure each unit has a guaranteed parking space reasonably close to their unit. If the residents of a unit park on common property overnight (any time between 11:00 PM and 7:00 AM), the reserved parking space must be occupied by one of the vehicles from that unit.

2. It is a violation of these guidelines for any person to make use of a reserved parking space without the consent of the owner/resident of the unit to which the parking space is assigned.
3. No Reserved parking space may be sold or offered in exchange for anything of value. Upon the legal conveyance of the subject lot from one owner to another, the parking space assigned to the subject lot by the Board of Directors shall remain of force and effect.

C. Open Parking Spaces

1. Spaces that are not reserved are Open parking spaces. Open parking spaces are not marked with a reserved marker. These Open parking spaces are available to any Summitt Chase owner, resident, tenant, guest or invitee.
2. No person shall, through custom or alleged past practice, establish a right to an Open parking space.
3. Open parking spaces shall be utilized on a first-come, first-serve-basis.
4. Commuter vehicles belonging to individuals carpooling with a Summitt Chase resident may not park in an Open parking space. These commuter vehicles should be parked on a public road or in the reserved parking space of the Summitt Chase resident in the carpool.

D. Other

1. Moving vans may not be parked on common property overnight.
2. It is prohibited to park any motor vehicle on a sidewalk or on any non-paved common area or on any non-paved private property.
3. Any vehicle parked in a fire lane is subject to ticketing/towing by Fairfax County officials and/or by the Association.
4. It is a fire lane violation to have any portion of a parked vehicle extended onto a private road.
5. Residents may not park any vehicle perpendicular to the marked parking spaces or behind other parked vehicles, excepting that vehicles such as school buses, moving vans or delivery trucks may use these areas briefly if essential to the performance of a service, and that an attendant is available to move the vehicle if necessary to allow ingress or egress of other vehicles.
6. One motorcycle or moped may be parked in a unit's reserved parking space in front of another vehicle provided that both the vehicle and the motorcycle fit within the confines of the parking space and do not violate vehicular length and width provisions.

7. No motorized vehicles shall be driven on non-paved common area, except such vehicles as are authorized by the Association, County, or State as needed to maintain, repair or improve the common area.
8. During normal daytime business hours, a commercial vehicle which has been contracted to provide a service within the community may park in any Open parking space or the reserved parking space of the Unit contracting the service.
9. No commercial vehicle shall remain parked within the bounds of the community between the hours of 7:00 PM and 7:00 AM.
10. If a vehicle's security system interferes with the right of quiet enjoyment of the community for more than fifteen (15) minutes, the vehicle is in violation of the Association's regulations and subject to immediate removal by towing.
11. The dumping, disposal or leakage of oil, grease, or any other chemical residual substance is not permitted on the Property. Any such dumping will result in the suspension of parking privileges subject to the provisions of *Section 2. Rules and Regulations, A 2*, and the unit owner will be assessed for all clean-up costs, as well as any applicable local, state or federal penalties or fines.
12. Repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids is not permitted anywhere on the Property, except that emergency repairs of a minor nature that can be completed in twelve (12) hours are permitted. Vehicles may not be left on blocks unattended at any time.
13. One portable storage container may be stored in the unit's assigned space for no more than seven (7) days without prior written approval of the board of directors.
14. Construction materials may be stored in the unit's assigned space for no more than two (2) days without prior written approval of the board of directors.

Section 3. Enforcement

A. Removal of Vehicles

1. The Board of Directors or the Managing Agent shall have the authority to have any Vehicle not in compliance with *Section 3. Enforcement, B. Violations Subject to Immediate Towing without Notification* removed from the property. All costs and risks of towing and/or impoundment shall be the sole responsibility of the vehicle's owner.
2. The Board of Directors or the Managing Agent shall have the authority to have any Vehicle not in compliance with *Section 2. Rules and Regulations*, which is not covered under *Section 3. Enforcement, B. Violations Subject to Immediate Towing without Notification*, ticketed. If the vehicle is not brought into compliance within forty eight (48) hours the vehicle will be removed from the property without further notice. All costs and risks of towing and/or impoundment shall be the sole responsibility of the vehicle's owner.

3. The Board of Directors or any resident shall have the authority to have a vehicle parked in that resident's reserved space removed from the property if done in accordance with *Section 3. Enforcement, D. Resident Engagement of Tow Services*.
4. Owners or residents may report violations of this policy to the Managing Agent TWC at (703) 437-5800. The caller should provide the following information:
 - vehicle's make
 - vehicle's model
 - vehicle's color
 - vehicle's license plate number
 - vehicle's location
 - nature of violation
 - date and time of violation
 - any other related information
 - caller's name, address, and phone number (NOTE: The caller information is required if the HOA office needs to contact the caller for any follow-up information. This information is not passed on to the owner of the vehicle.)
5. Invalidation of any of these paragraphs or sections by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

B. Violations Subject to Immediate Towing without Notification

1. Any vehicle which is parked in a designated fire lane, or any area marked as a no parking area identified by yellow curbs and/or signs,
2. occupying more than one (1) parking space, double parked, or blocking any other vehicle,
3. parked perpendicular to a parking space (except as noted in *Section 2. Rules and Regulations, F 5 and 6*) or on a grassy area or sidewalk,
4. impeding the flow of traffic or blocking access to other parking areas, sidewalks, ramps, or mailboxes,
5. constituting a safety hazard,
6. whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, or
7. parked in another unit's reserved space without permission of the units owner or resident.

C. Violations Subject to Towing After Notification

1. The Board of Directors or the Managing Agent shall post a violation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into

compliance within forty-eight hours of the date and time of the notice, the vehicle will be subject to removal by towing. The Managing Agent will record the date and time of all violations and towing's.

2. Subsequent violations committed within any consecutive thirty-day period shall subject the violating vehicle to immediate towing without notification and may result in the suspension of parking privileges subject to *Section 2. Rules and Regulations, A 2*.
3. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the Commonwealth of Virginia.

D. Resident Engagement of Tow Services

1. Any owner or resident who directly engages a tow company to enforce any provision of these guidelines shall bear full and complete responsibility for said action and shall agree to hold Summitt Chase Cluster Association, its Officers, members of its Board of Directors, and its Managing Agent harmless from any and all liability, costs, or fees they may incur in defending themselves for any enforcement actions undertaken which were not directly authorized by the Association. Nothing contained herein shall constitute the creation of an agency relationship between any owner and the Association, and the Association expressly disclaims any such agency relationship.
2. The ONLY circumstance warranting a resident the right to have a vehicle towed is when the subject vehicle is parked in that resident's reserved parking space without permission. Residents must have a copy of the reserved parking space assignments as verification of their authority to tow from that reserved parking space. Residents are hereby advised that they solely assume all responsibility and liability associated with towing the vehicle.
3. Residents opting to have a vehicle towed from their reserved parking space are responsible for making all arrangements directly with the towing company. This includes: 1) making the initial call to the towing company, 2) providing a copy of the reserved parking space assignments as verification of their authority to have the vehicle towed, and 3) signing the impound form. A resident may contact the towing company of his or her choice. The contractor currently retained by Summitt Chase Cluster Association, is Henry's Wrecker Service, 44827 Old Ox Road, Suite D, Sterling, VA 20166 at (703) 698-8900. All towing will be at the expense of the vehicle owner.

E. Revocation or Suspension of Parking Privileges

A resident shall have three (3) days from issuance of notice of suspension to remove their vehicle(s) from common property. Failure to do so will result in the immediate towing of the cited vehicle and all vehicles parked in the reserved space of the delinquent owner. Towing of the said vehicles will continue until the owners of the unit are returned to the status of good standing or the term of suspension approved by the board of directors has expired.

F. Owner's Responsibilities

Unit Owners and Residents shall be responsible for all expenses, including but not limited to towing charges, and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution.

G. Liability

The Association assumes no responsibility for the security of any vehicle parked in the parking areas, and it disclaims responsibility for any damage to any vehicle parked or operated on common property, including, without limitation, damages resulting from towing. The Association reserves the power to hold any Unit Owner and Resident legally responsible for any damage caused to the Common Property by the use, repair or maintenance of his/her vehicle, or as a result of negligence or violation of these rules and regulations, whether on the part of the owner, tenant, and his/her family, tenants, invitees, guests and/or agents.

Section 4. Parking Assignments

Space Number	Address	Space Number	Address	Space Number	Address	Space Number	Address	Space Number	Address
1	1481	19	1517	37	1553	55	1581	73	1486
2	1483	20	1519	38	1555	56	1583	74	1488
3	1485	21	1521	39	1557	57	1585	75	1490
4	1487	22	1523	40	1520	58	1587	76	1492
5	1489	23	1525	41	1522	59	1589	77	1502
6	1491	24	1527	42	1524	60	1591	78	1504
7	1493	25	1529	43	1526	61	1593	79	1506
8	1495	26	1531	44	1559	62	1595	80	1508
9	1497	27	1533	45	1561	63	1597	81	1510
10	1499	28	1535	46	1563	64	1599	82	1494
11	1501	29	1537	47	1565	65	1601	83	1496
12	1503	30	1539	48	1567	66	1603	84	1498
13	1505	31	1541	49	1569	67	1605	85	1500
14	1507	32	1543	50	1571	68	1476	86	1552
15	1509	33	1545	51	1573	69	1478	87	1554
16	1511	34	1547	52	1575	70	1480	88	1556
17	1513	35	1549	53	1577	71	1482	89	1558
18	1515	36	1551	54	1579	72	1484	90	1560

As of 03/08/1991

CERTIFICATION

This Resolution was duly adopted at a meeting of the Board of Directors on the 9th day of May, 2017. The effective date shall be sixty (60) days from the date of adoption and shall supersede and replace the existing rules and regulations governing the parking of vehicles on the property.

SUMMITT CHASE CLUSTER ASSOCIATION

(Signature on file), President
Elizabeth Brooks

Amendment III: Architectural Guidelines/Maintenance

Section 1. Architectural Guidelines:

Information about the standards will be made available once the updated standard is approved by the DRB. Standards addressed in this document are:

Architectural Guideline	Date Approved by DRB
1. Exterior Siding Paint Colors and Materials	06/15/2023
2. Exterior Trim Paint Color and Materials	
3. Shutter Color and Materials	
4. Fence Color and Materials	05/11/2010
5. Deck Color and Materials (Retaining Wall)	10/20/2020
6. House Numbers	
7. Railings (front and rear)	
8. Skylights	
9. Shingles	
10. Windows	05/11/2010
11. Front Door	
12. Storm Door (front)	
13. Rear Door (main level)	
14. Rear Door (lower level)	
15. Street Lantern and Post	05/11/2010
16. Exterior Light (front)	
17. Exterior Lights (rear)	
18. Front Yard Tree	
19. Shed	
20. Roofing	10/20/2020

Section 2. Maintenance:

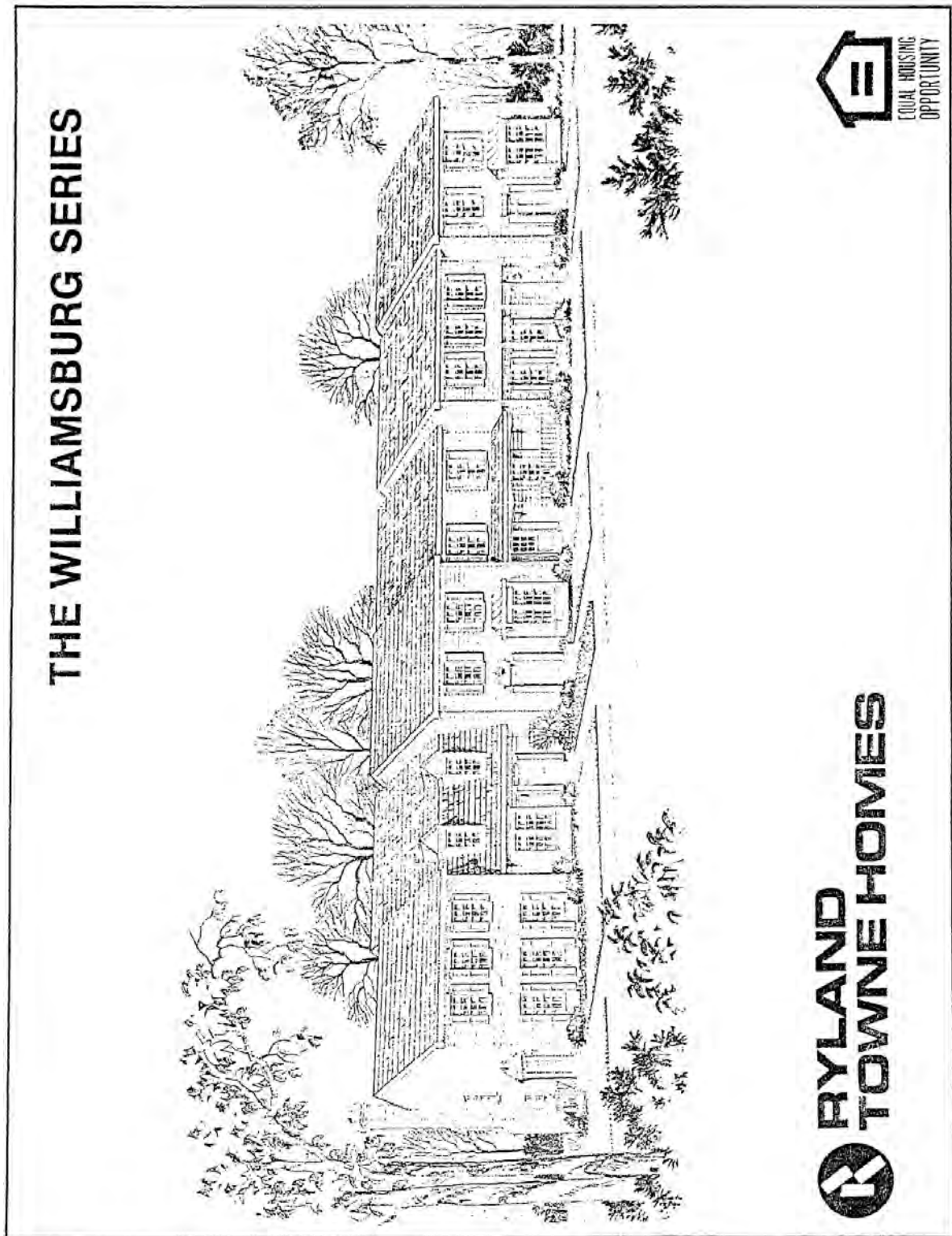
**** Important Reminder about home improvements ****

DO NOT make outside changes or improvement to your home without receiving approval from Reston Association's Design Review Board (DRB). Failure to do so can lead to serious trouble and expense. When in doubt, call the DRB at (703) 437-9580. More information about the DRB can be found at www.reston.org (Design Review link).

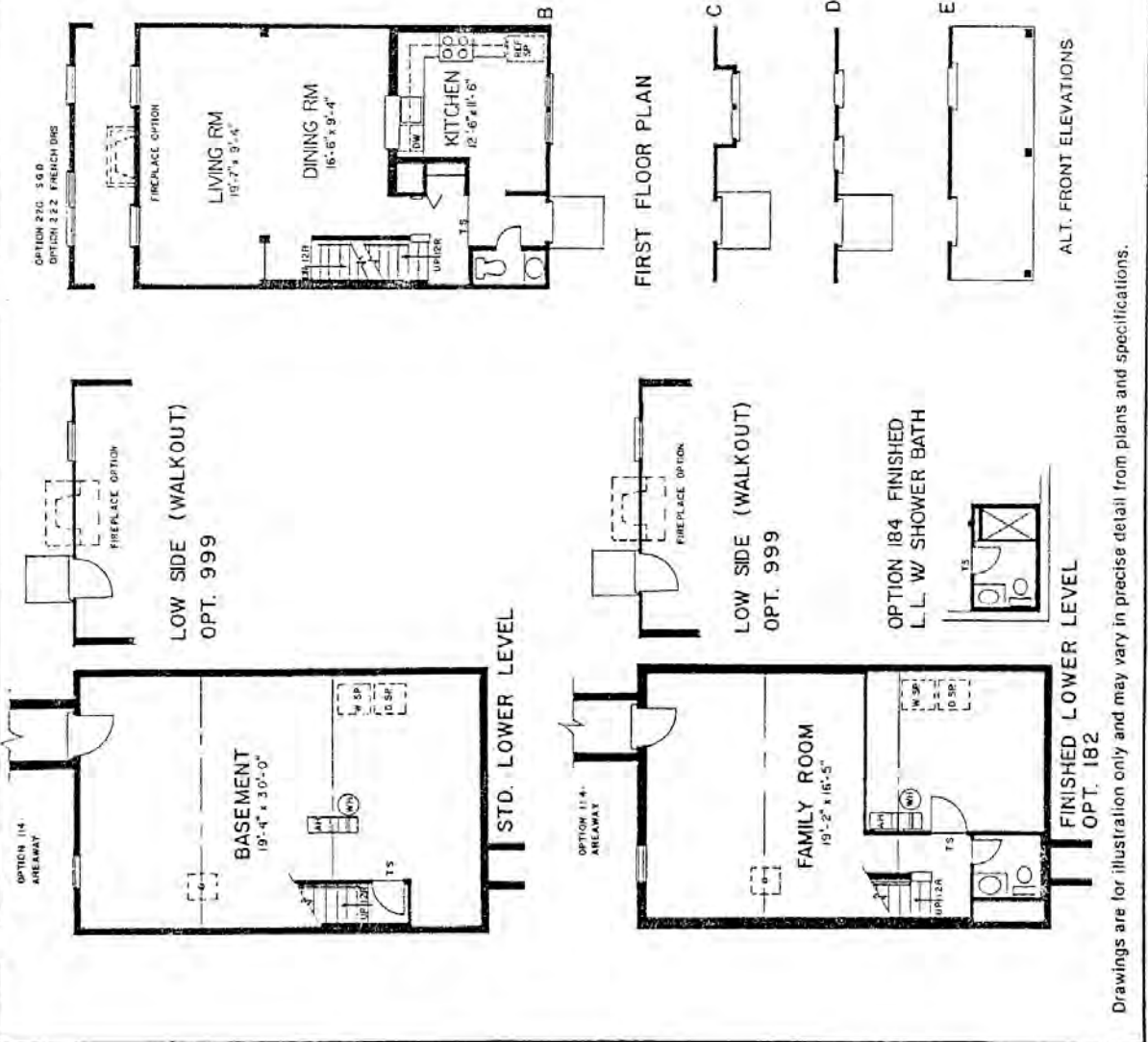
Snow Removal: All residents are responsible for shoveling the sidewalk in front of their property, and their parking place. Please help shovel the sidewalk in the common areas. Snow removal on the driveway will be handled by the landscaping company.

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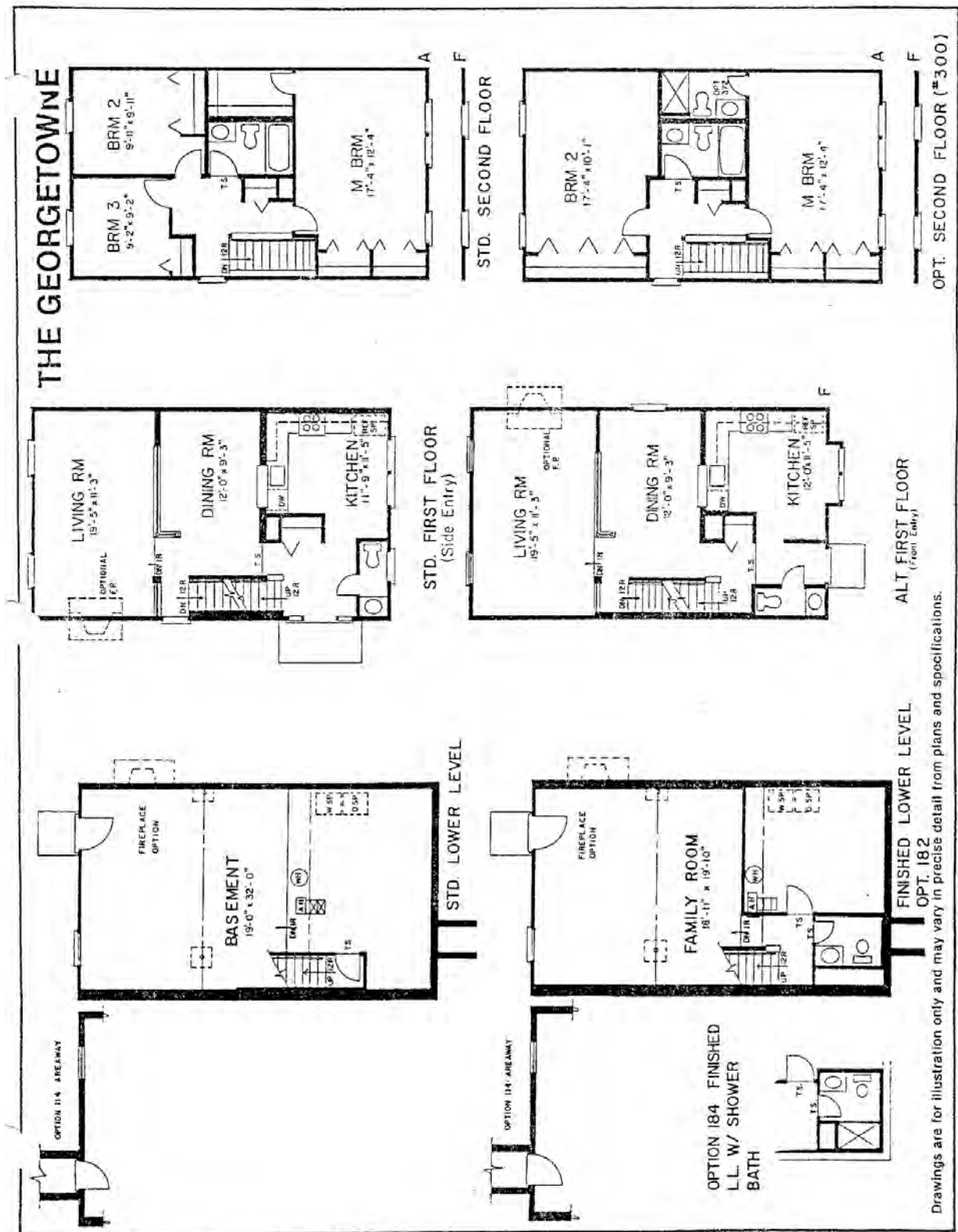
Amendment IV: Floor Plans

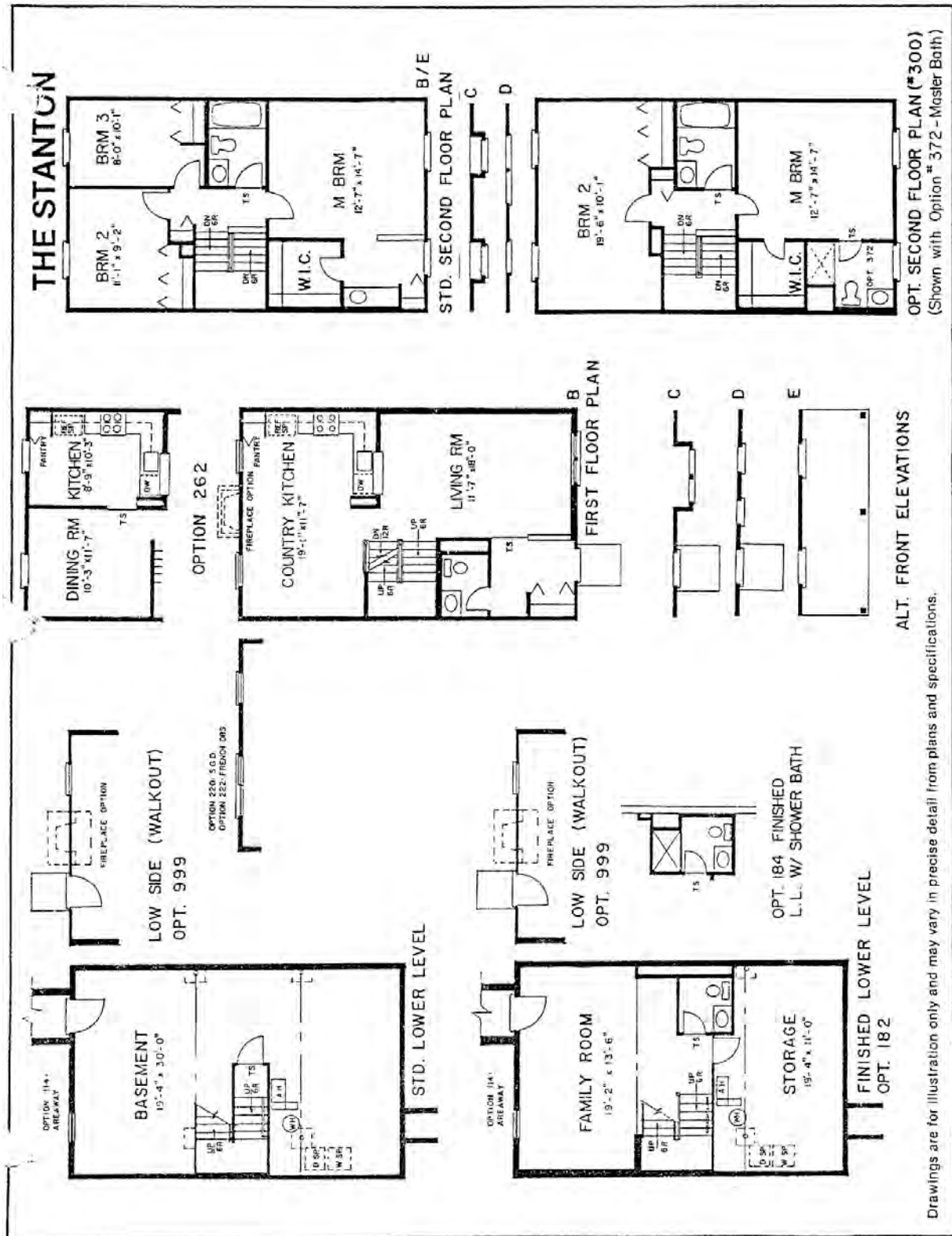


THE DORCHESTER



Drawings are for illustration only and may vary in precise detail from plans and specifications.





Amendment V: Additional Information



ASSOCIATION

MANAGEMENT

12110 SUNSET HILLS ROAD • RESTON, VIRGINIA 22090 • (703) 437-5800

May 11, 1990

To Whom It May Concern:

Summit Chase Cluster has a variety of boundary line encroachments throughout the Cluster. The reason for this is that either Ryland Group, Inc. or the engineers Ryland hired erred in staking out the Cluster. When the Cluster was surveyed at the completion of the project, the engineers discovered that the Cluster "as built" did not match the Cluster "as planned." Ryland has accepted responsibility for correcting the problem (including paying the association's attorney's fees) Ryland and the association's attorney are currently in the process of rededicating and resubdividing the Cluster "as built" instead of physically moving the encroaching fences and sidewalks to match the Cluster "as planned." Fortunately, the encroachments range from less than one inch to about one foot. The homeowners with the more significant encroachments have been informed. We are in the process of determining if we need to inform the homeowners with only slight encroachments.

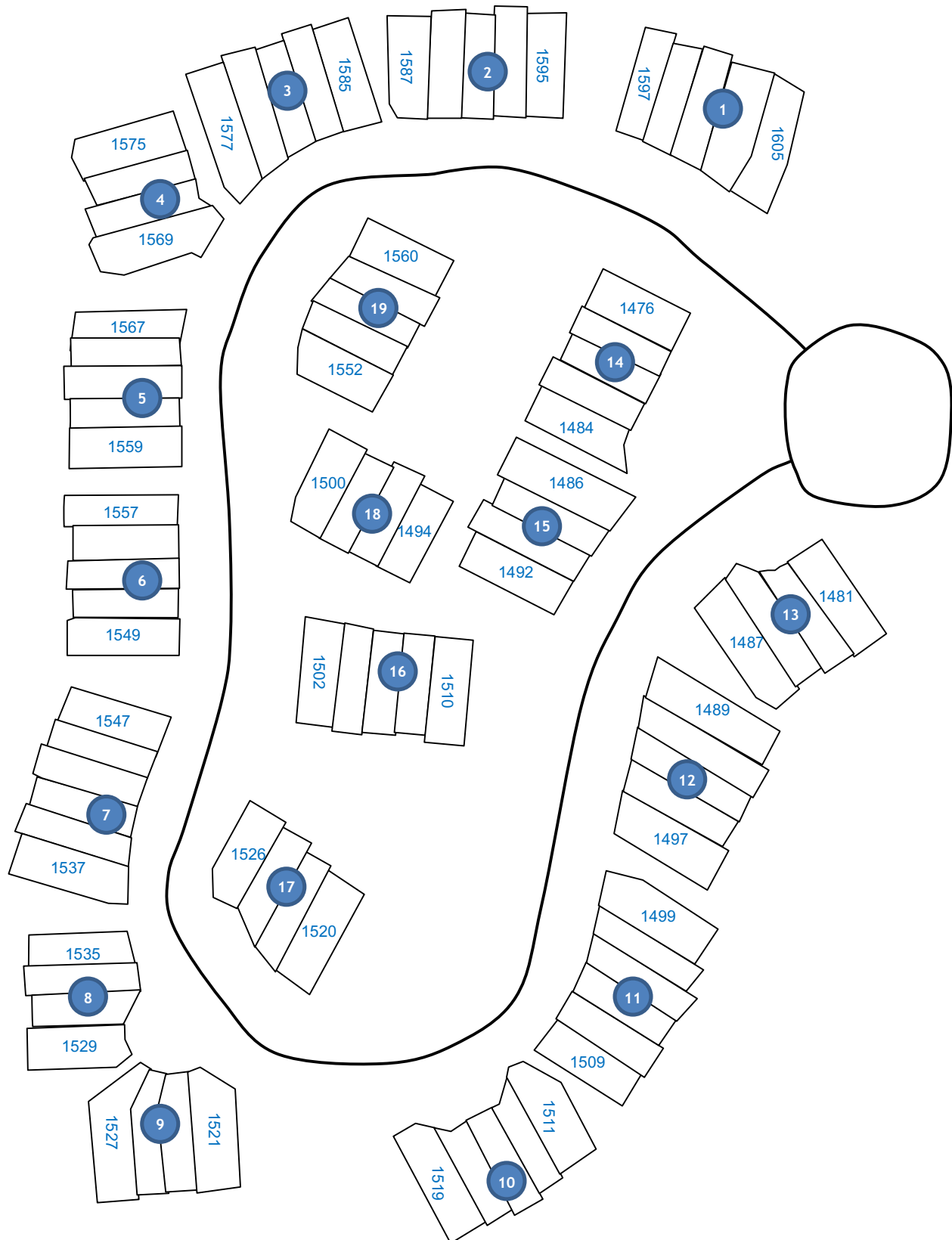
First American Title Insurance Company has agreed to issue title insurance for the homeowners in the Cluster for purposes of sale and refinance. They will begin to issue the insurance once Ryland has executed the proper indemnification. The association's attorney is in the process of preparing the indemnification.

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Map of Summitt Chase Cluster



Outline of Summitt Chase Cluster



Standard 1. Exterior Siding Colors and Materials

Date Approved by DRB:	06/15/2023
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Original Standard:

Design/Materials:	<ul style="list-style-type: none"> Cedar siding or building installed Brick. Brick may only be used for the front and side of a unit; the rear must be cedar siding. Approved Cedar siding can be purchased at: Tart Lumber 22183 Shaw Rd.; Sterling, VA 20166 (703) 450-5850; www.tartlumber.com
Colors:	<ul style="list-style-type: none"> See Section #1 for approved colors See Section #2 for unit assignments

Updates to Standard (Changes from original standard to the currently approved standard)

Design/Materials:	<ul style="list-style-type: none"> The addition of James Hardie siding to replace Cedar siding Material types cannot be mixed. The entire unit must be sided in either cedar or James Hardie siding
Colors:	<ul style="list-style-type: none"> 6/15/2023: RA Approved the addition of Sherwin Williams colors for the siding and trim, and the removal of Cabot and Duron colors from the siding colors. There are no changes to the Behr colors.

Section #1:

NOTE: The sample color is for reference purposes only.

Siding Color	Sample Color	DRB Approved Replacement Standard
Rancho Buff		Behr Solid Color Stain: Chamois (DP-367) Sherwin Williams: Aristocrat Peach (SW0027) Hardie Siding: Autumn Tan
Golden Dune		Behr Solid Color Stain: Cedar (DP-391) Sherwin Williams: Smokey Topaz (SW6117) Hardie Siding: No available color
Safari		Behr Solid Color Stain: Feather (DP-539) Sherwin Williams: Threshold Taupe (SW7501) Hardie Siding: Khaki Brown
Misty Bay		Behr Solid Color Stain: Blue Moss (DP-510) Sherwin Williams: Dried Thyme (SW6186) Hardie Siding: No available color
Timberline Moss		Behr Solid Color Stain: Sage (DP-370) Sherwin Williams: Sage (SW2860) Hardie Siding: Heathered Moss

NOTE: Sherwin-Williams offers a substantial discount to Reston Association members for all paints and stains. Reference the Summit Chase Cluster Account #:2173-5392-9.

The preferred location is: Herndon, 495A Elden St, Herndon, VA 20170 4512 (703) 471-1484

Standard 1. Exterior Siding Colors and Materials

Section #2:

NOTE: The units marked with (JH) installed James Hardy siding.

Unit	Siding Color
1476	Golden Dune
1478	Misty Bay
1480	Rancho Buff
1482	Golden Dune
1484	Rancho Buff (JH)

1481	Safari
1483	Rancho Buff
1485	Safari
1487	Misty Bay

1486	Misty Bay
1488	Rancho Buff
1490	Misty Bay
1492	Rancho Buff

1489	Timberline Moss
1491	Golden Dune
1493	Misty Bay
1495	Rancho Buff
1497	Timberline Moss

1494	Golden Dune
1496	Misty Bay
1498	Safari
1500	Timberline Moss

1499	Misty Bay
1501	Rancho Buff
1503	Timberline Moss
1505	Rancho Buff (JH)
1507	Safari
1509	Misty Bay (JH)

Unit	Siding Color
1520	Rancho Buff
1504	Safari
1506	Golden Dune
1508	Safari
1510	Misty Bay

1511	Safari (JH)
1513	Timberline Moss
1515	Safari
1517	Misty Bay
1519	Rancho Buff

1520	Rancho Buff (JH)
1522	Safari
1524	Rancho Buff
1526	Misty Bay

1521	Safari
1523	Misty Bay
1525	Timberline Moss
1527	Misty Bay

1529	Misty Bay
1531	Rancho Buff
1533	Safari
1535	Rancho Buff

1537	Safari (JH)
1539	Rancho Buff
1541	Safari
1543	Golden Dune
1545	Safari (JH)
1547	Timberline Moss

Standard 1. Exterior Siding Colors and Materials

Unit	Siding Color
1549	Rancho Buff
1551	Misty Bay
1553	Timberline Moss
1555	Rancho Buff
1557	Golden Dune

1552	Golden Dune
1554	Safari
1556	Timberline Moss
1558	Misty Bay
1560	Rancho Buff

1559	Safari
1561	Rancho Buff
1563	Safari
1565	Misty Bay
1567	Timberline Moss

Unit	Siding Color
1569	Golden Dune
1571	Misty Bay
1573	Rancho Buff
1575	Timberline Moss

1577	Misty Bay
1579	Rancho Buff
1581	Timberline Moss
1583	Rancho Buff
1585	Safari

1587	Golden Dune
1589	Safari
1591	Timberline Moss
1593	Rancho Buff
1595	Timberline Moss

1597	Rancho Buff
1599	Safari
1601	Misty Bay
1603	Timberline Moss
1605	Golden Dune

Section #3:

Other Colors	DRB Approved Specifications
Trim	Behr: Navajo White (Premium Plus Exterior Satin) Sherwin Williams: Lotus Pod (SW7572)

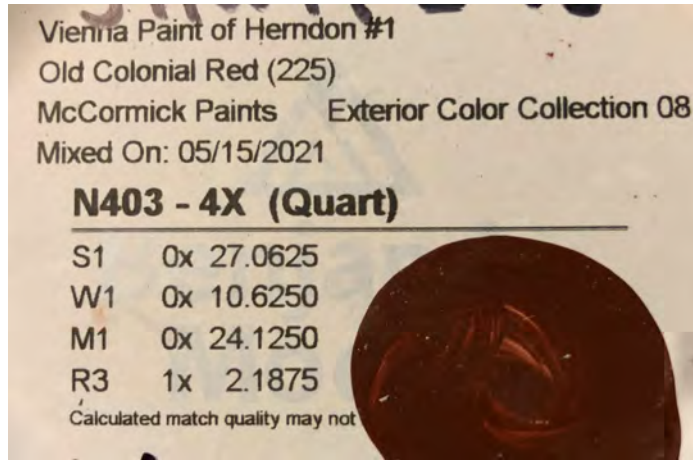
Section #4:

Other Colors	DRB Approved Specifications
Shutters and Kitchen bump out brass roofing	Behr: No colors are approved at this time Sherwin Williams: No colors are approved at this time McCormick: Old Colonial Red Latex

Standard 1. Exterior Siding Colors and Materials

Section #5:

Old McCormick Red paint label from Vienna Paint.



Section #6:

Links for replacement shutters

<https://www.wayfair.com/outdoor/pdp/perfect-shutters-inc-premier-raised-exterior-shutters-psin1113.html?piid=30817716>

https://www.amazon.com/Standard-Raised-Panel-Exterior-Shutter/dp/B00BAZ24EE/ref=sr_1_2?dchild=1&keywords=raised%2Bpanel%2Breplacement%2Bshutter&qid=1609214723&sr=8-2&th=1

https://www.amazon.com/ExteriorSolutions-com-Standard-Exterior-Shutter-Paintable/dp/B00YQ8DD8S/ref=sr_1_2?dchild=1&keywords=paintable%2Braised%2Bpanel%2Breplacement%2Bshutter&qid=1609215217&sr=8-2&th=1

NOTE: Double check the vendors/links that are listed above to ensure the products match the current standards.

Standard 4. Fence Color and Materials

Update Approved by DRB: 05/11/2010

Standard	
Location:	Each unit is required to have a fence at the rear of the unit.
Design	<p>Fence:</p> <ul style="list-style-type: none"> • Corner posts are 6" x 6" and extend 7' above the grade • Fence height is 6' above grade (at the highest point of the grade) • The bottom board is to remain horizontal, and does not conform to the landscape or grade. • End units may have the fence extend 4' to 5' beyond the house to the property line. • See Example #5 for the design and dimensions of the fence. <p>Gate:</p> <ul style="list-style-type: none"> • A gate should be placed in the center of the rear of the fence, the gate may be placed elsewhere if the grade of the land prohibits placement in the center. • The gate matches the fence in construction and color, and is also stepped to accommodate any change in grade. • The opening for the gate should be approximately 3'6". • The gate should be approximately 3'5" wide and 6' tall. • All gate hardware (hinges and handle) are to be black. • Gates should open inward. • Homes with extended fences may have a gate facing the front of the unit. • See Example #4 for the design and dimensions of the gate.
Materials:	<ul style="list-style-type: none"> • Painted wood • Azak (or other PVC Material): <ul style="list-style-type: none"> • May be used instead in place of non-weight bearing boards. • Material must exactly match the cluster standard in dimensions and profile.
Color:	<ul style="list-style-type: none"> • Wood and Azak must be primed and painted the same color as the house trim • House trim can be painted: <ul style="list-style-type: none"> • Duron: Navajo White (Almond) • Behr: Dover Cliffs (ECC-28-2u) • Gliddon: Navajo White (40YY 69/112)

Updates to Standard (Changes from original standard to the currently approved standard)	
Design/Materials:	<ul style="list-style-type: none"> • Addition of Azak for non-weight bearing boards.
Color:	<ul style="list-style-type: none"> • Addition of Behr and Gliddon colors.

Recommendation: The cost of replacement for the shared fence should be divided among the property owners. One owner does have the right to fix or replace the shared fence, but does not have the right to request compensation without prior approval from the other owner.

Standard 4. Fence Color and Materials

Example #1:

Showing the corner and gate of a typical fence



Example #2:

Showing fences from multiple units



Standard 4. Fence Color and Materials

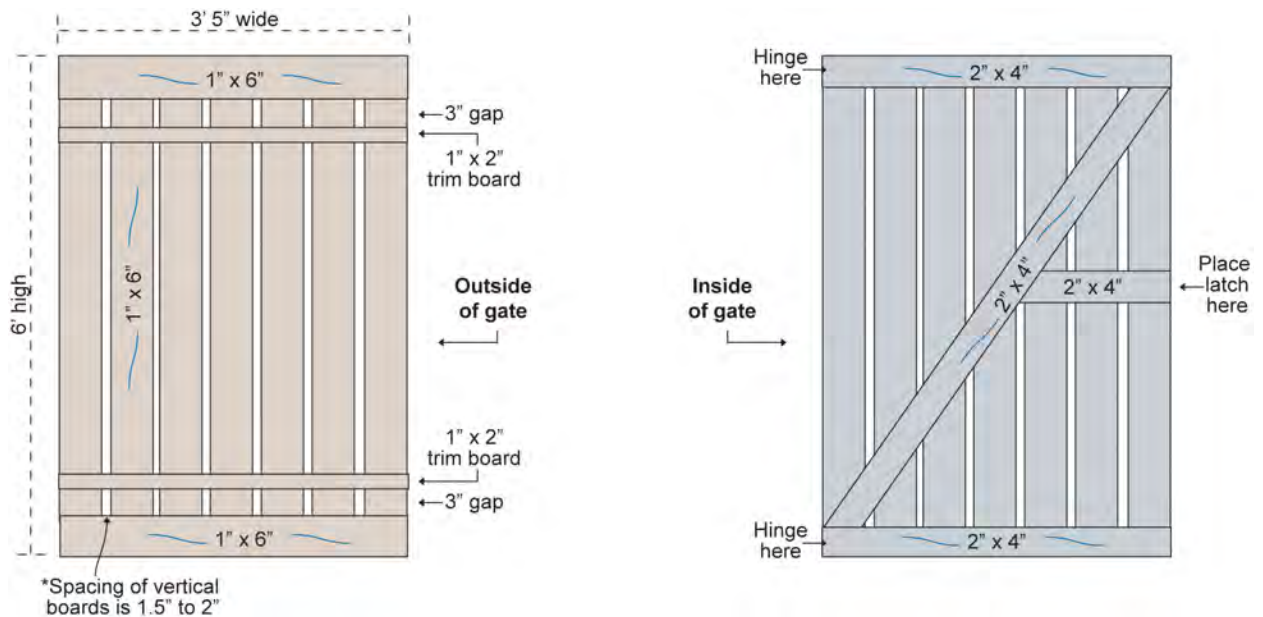
Example #3:

Showing how the fence conforms to the grade of the land



Example #4:

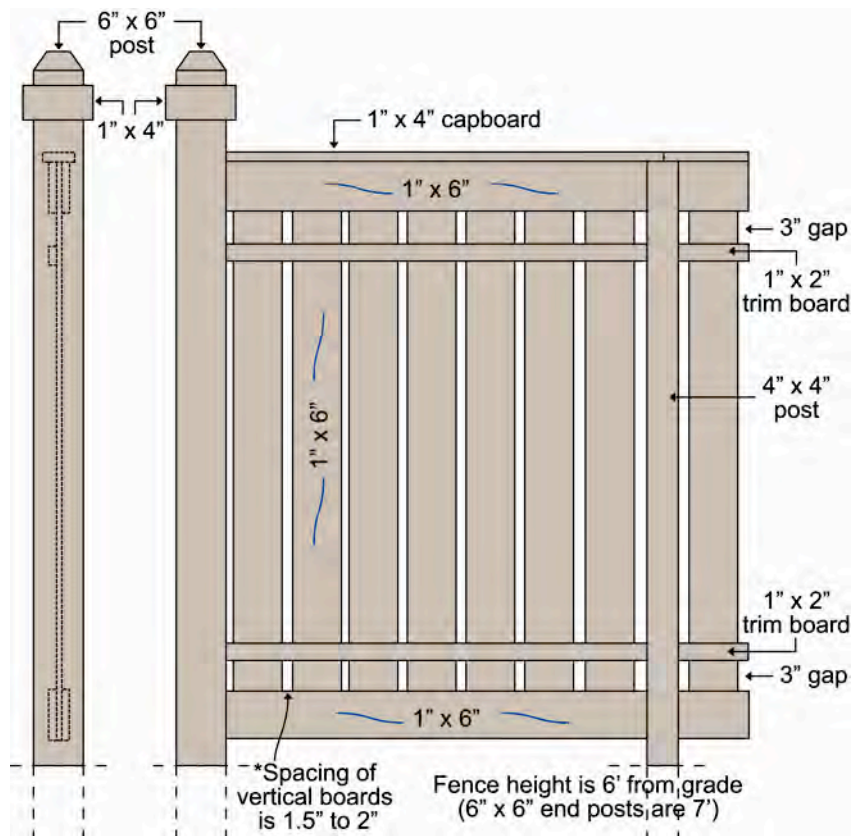
View of gate from inside and outside of the fence



Standard 4. Fence Color and Materials

Example #5:

View from outside of the fence



Standard 5. Deck Color and Materials

Update Approved by DRB: 05/11/2010

Standard	
Location:	Decks are optional, and may only be located at the rear of a unit within the fence. Units may have a deck off of the main level and off of the lower level (basement).
Design:	<ul style="list-style-type: none"> • Set back 2' from adjacent properties, 1' from the open side on each end unit. • Maximum dept of 12'. On units with a chimney in the rear the maximum depth is 14'. • Stairs are permitted, but must be at the side of the deck (perpendicular to the unit) and must maintain the 2' setback from adjacent properties. • Square corners • No knee braces • Railing as detailed in Example #1
Materials:	<p>Wood:</p> <ul style="list-style-type: none"> • Natural or pressure treated wood for all surfaces. <p>Trex:</p> <ul style="list-style-type: none"> • May be used for any surface parallel to the ground. Follow RA guidelines when using Trex. • Style: Trex Accents Fire Defense
Colors:	<p>Stain color:</p> <ul style="list-style-type: none"> • Left to weather naturally • Stained clear • Stained Behr Natural #500 • Stained Behr Chocolate (DP-397) either Solid Color or Semi-transparent. • Stained Cape Cod Gray: <ul style="list-style-type: none"> • Removed from the standard • Approved ONLY for unit numbers 1499, 1520, 1524, 1526, 1589 (These units used this color when the updated standard was approved.) <p>NOTE: The entire deck must be the same color.</p> <p>Trex color:</p> <ul style="list-style-type: none"> • Saddle

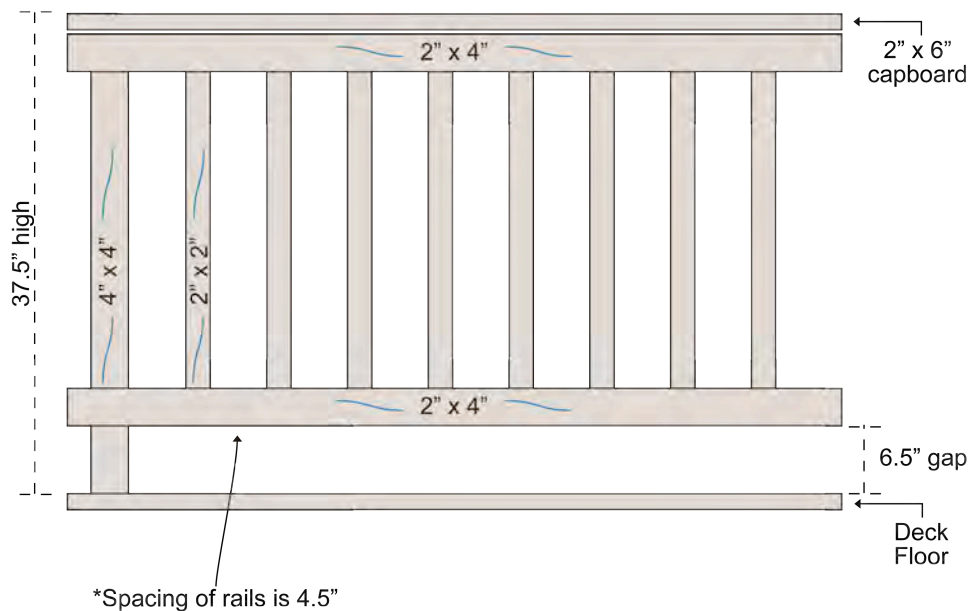
Standard 5. Deck Color and Materials

Updates to Standard (Changes from original standard to the currently approved standard)

Materials:	None
Color:	<p>Wood color:</p> <ul style="list-style-type: none"> Add Behr Chocolate (DP-397) either Solid Color or Semi-transparent Add Behr Natural #500 Remove Cape Cod Gray as a standard (except for approved units) <p>Trex color:</p> <ul style="list-style-type: none"> Remove Winchester Gray

Example #1:

Design of the railing view from outside of the deck



NOTE: The height of the railing and spacing of the rails must conform to current Fairfax Country building codes.

Standard 10. Windows

Update Approved by DRB: 05/11/2010

Standard	
Design:	<ul style="list-style-type: none"> • All windows must have grids, either between the panes of glass or on the interior of the window. No exterior grids are permitted. • Grids must be ¾" wide and must match the color of the window trim. See the Approved Grid Designs section below for approved grid patterns. • The window frame and sash size (the area around the perimeter of the window on the exterior) can be no greater than 2" wide. • The trim board around the outside of the window may not be greater than 2" wide. • Panes of glass must be clear, see-through with no texture, and no decorative tint. • Energy-efficiency tinting cannot exceed the maximum necessary to achieve the energy efficiency standard necessary to meet eligibility for past or current federal tax credit. • All windows must have either a regular insect screen or a high-transparency micro-stainless steel screen. <ul style="list-style-type: none"> • Half screens they may only cover the bottom half of the window. • Full screens may only be installed on double-hung windows and must be high-transparency micro-stainless. • All sides of the unit must use the same size insect screen. <p>Other Information:</p> <ul style="list-style-type: none"> • Windows may be either single-hung or double-hung. • Replacement windows must be of the same size as the original. • Individual windows may be replaced ONLY if identical in size, manufacturer, type, and appearance to the one being replaced, particularly with respect to the width and color of the trim. Otherwise, all windows on the same side must be replaced as part of the same project. For example, the owner can replace all the windows on the side facing the front without replacing the windows in the back of the house.
Materials:	<ul style="list-style-type: none"> • Vinyl construction • Fiberglass construction
Colors:	<ul style="list-style-type: none"> • White trim

Standard 10. Windows

Brands and Models:

Brand/Manufacturer	Model
Original is unknown	Unknown single-hung
Anderson	200 Series Tilt-wash Double-hung with standard Colonial grille
	400 Series Tilt-wash Double-hung with standard Colonial grille
	Renewal by Anderson
American Craftsman	8500 Series with Colonial grille
	9500 Series with Colonial grille
Jeld Wen	Premium Vinyl with Colonial decorative grids
	Sierra Vinyl with Colonial decorative grids
Pella	Impervia
	Encompass
	Centera
	Thermaster
Thermal Industries	305 Series
	500 Series
	Euroweld
	Dreamwood
	Sellebrity
Home Guard	Home Star
Thompson Creek	

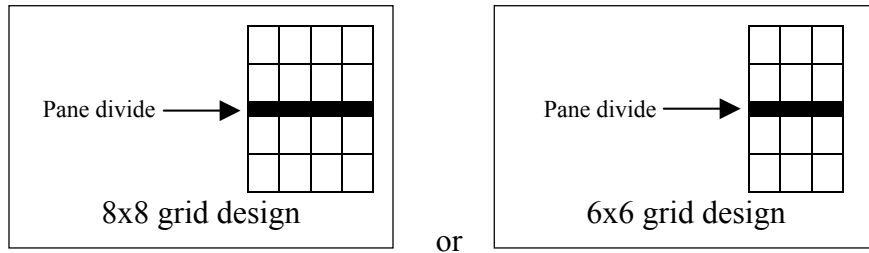
Updates to Standard (Changes from original standard to the currently approved standard)

Design:	<ul style="list-style-type: none"> Addition of double-hung windows
Materials:	<ul style="list-style-type: none"> Addition of vinyl and fiberglass construction
Brands and Models:	<ul style="list-style-type: none"> Addition of new brands, and models

Standard 10. Windows

Approved Grid Designs

- All windows must have a grid in the same pattern as the one being replaced.
- The grid patterns in the cluster are either 8x8 or 6x6:



Approval Requirements

Many window replacements require Reston Association (RA) Design Review Board (DRB) approval. See the RA Design Guidelines (www.reston.org or 703-435-6542) for more information. Adherence to this cluster standard will expedite the DRB process. To avoid costly rework, it is recommended that DRB approval be acquired on all window replacement projects prior to beginning the project, even though it may appear that no approval is needed.

New products not covered by this standard may come to market. Homeowners may present updated information and samples to the Summit Chase Cluster Board of Directors who can request an update to this standard from the DRB.

Example #1

Original windows



Standard 15. Street Lantern and Post

Update Approved by DRB: 05/11/2010

Standard:	
Location:	<ul style="list-style-type: none"> Each unit is required to have a street lantern and post located next to the unit's walkway and the cluster sidewalk. The post location may not be moved from the original location and must be on the unit's property, not cluster property. The lantern must be attached to a sensor that is light sensitive. The lantern must be illuminated at dusk and extinguished at dawn. The photocell sensor is to be located at the front of the unit near the front door no higher than 1'6" above ground level.
Design/Materials:	<ul style="list-style-type: none"> Height of the post is between 4'6" and 5'6" measured from level ground to the point where the lantern is mounted. Dimensions of the lantern are: 18.25" tall by 11.25" wide. The lantern must have beveled and frosted glass globe ("hurricane" or "chimney"). Photocell sensor: a weather resistant photocell sensor placed inside a junction box. See Example #2 for an image of the photocell sensor. An outdoor power outlet may be placed on the house wall within 2" above, below, or beside the existing photocell sensor.
Manufacturer:	<ul style="list-style-type: none"> Original lantern: Unknown Replacement lantern: <ul style="list-style-type: none"> See the Replacement Lantern Information section below for specifications or an equal fixture Original photocell: Unknown Replacement photocell: <ul style="list-style-type: none"> Utilitech Photocell with Cover Plate Item #: 10025 Model #: EZ-347, available from Lowes or an equal fixture
Color:	<ul style="list-style-type: none"> Lantern must be black Post must be painted a matching flat black Photocell sensor, junction box, and conduit maybe left silver or painted to match the siding color.

Updates to Standard (Changes from original standard to the currently approved standard)

Design/Materials:	<ul style="list-style-type: none"> Add Newport Coastal Black 17" Pebble Post Lantern Fixture Addition of an outdoor power outlet
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Requirements: A 60 watt (or equivalent compact florescent bulb) white bulb must be installed and maintained by the resident. Higher and lower watt bulbs are not permitted. Alternate color bulbs are not permitted.

Standard 15. Street Lantern and Post

Example #1:

Example of street lantern, post, and photocell sensor:



Example #2:

Original photocell sensor with outdoor power outlet



Standard 15. Street Lantern and Post

Example #3:

Sample replacement photocell sensor



Example #4:

Showing the original lantern



Standard 15. Street Lantern and Post

Example #5:

Showing the replacement lantern



Replacement Lantern Information:

The Home Depot carries the replacement lantern. It can be ordered online using the model and manufacturer information.

Description:

The 100 Watt 17" Pebble Post Lantern is constructed from non-metallic, UV resistant materials. It comes in a matte black, non-rust, anti-chip finish.

MFG Brand Name Newport Coastal

MFG Model# 7982-17B

Internet/Catalog # [100671530](#)

(<http://www.homedepot.com/webapp/wcs/stores/servlet/ProductDisplay?storeId=10051&productId=100671530&langId=-1&catalogId=10053>)

Store SKU # 213130

Specifications:

Assembled Depth (in inches): 11.25"

Assembled Height (in inches): 18.25"

Assembled Width (in inches): 8.85"

Color/Finish: Black

Height: 17"

Width: 10.25"

Maximum Bulb Wattage: 100 W

Recommended Base Type: Type A

Shade/Glass Type: Beveled and frosted

Weather Resistant: Yes