

# SHADOWWALK HOMES ASSOCIATION, INC.

Post Office Box 174

Fairfax Station VA 22039-0174

March 3, 2021

Name of Requestor: Michelle Stein of Trazon Fox

Re: Shadowwalk Estate 3 Section I

The following information is provided in response to your request and for a fee of \$50.00 to be received at settlement.

1. Shadowwalk Homes Association is incorporated in the State of Virginia. The Registered Agent is:

Ann Kreyenhagen

Post Office Box 174

Fairfax Station VA 22039-0174

2. Neither SHA nor its Board of Directors has approved any expenditure of funds that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year. However, the Board anticipates the need for dues increases and special assessments over the next ten years to pay for repair and re-paving the community's private roads.

3. The annual dues assessment for the fiscal year May 1<sup>st</sup> through April 30<sup>th</sup> is \$1000. per dues-paying lot and is due by June 30<sup>th</sup> each year subject to a late payment penalty. There are no other special assessments or other mandatory fees or charges due now or contemplated during the current year or the immediately succeeding fiscal year, except as noted in paragraph 2 above. The annual dues assessment for the above referenced estate **HAS** been paid for the current fiscal year.

Please note: *SHA is exempt from federal income tax under section 501(a) of the Internal Revenue Code as a Civic League section 501(c) (04). However, contributions such as dues and assessments and gifts are not deductible as charitable contributions for Federal income tax purposes. See Internal Revenue Service (IRS) Notice 88-120, 1988-2C. B 454. SHA's exemption letter from the IRS, the exemption application and supporting documents are available for public inspection.*

4. There are no other entities or facilities within Shadowwalk to which or for which an estate owner may be liable for fees or charges.

5. SHA has established a Reserve Fund for the purpose of paying for periodic capital repairs to Shadowwalk roads and storm drainage assets. The current fund balance is projected to be \$165,260.00 at the end of this fiscal year (30 April 2020). Attachment 1 is the Reserve Study Executive Summary, dated October 22, 2019.

6. Attachment 2 is a copy of the SHA budget approved by SHA membership for the current fiscal year and Attachment 3 is a copy of the statement of SHA income and expenses for the previous fiscal year. SHA has no outstanding loans.

7. SHA is not party to any pending suit or unpaid judgements.

8. SHA provides no insurance coverage for estate owners. Attachment 4 is a copy of the insurance coverage maintained by SHA.

9. The above-referenced estate **IS NOT** in violation of the Articles of Incorporation, Declaration of Reservations and Restrictive and Affirmative Covenants, Bylaws or Policies.

10. The signage standards include restrictions, limitations and prohibitions on the right of a lot owner to place a sign on the owner's lot advertising the estate for sale.

11. SHA has not placed any restriction, limitation or prohibition on the right of an estate owner to display any flag on the owner's estate. Neither has SHA placed restrictions as to the size, place and manner of placement or display of such flag and installation of any flagpole or similar structure necessary to display such flag.

12. SHA has not placed any restriction, limitation or prohibition on the right of an estate owner to install or use solar energy collection devices on the owner's property.

13. Attachment 5 is a copy of the current Declaration of Reservation and Restrictive and Affirmative Covenants, as amended 2014, and recorded among the land records of Fairfax County, Virginia, Book #23854, page #1527.

Attachment 6 is a copy of the 1972 Articles of Incorporation.

Attachment 7 is a copy of the Shadowwalk Bylaws as revised and approved by the membership at the annual meeting on 18 August 2016.

Attachment 8 is a copy of the SHA Supplemental Appearance Standards approved by the SHA Board of Directors in November 2017.

14. Attachments 9-14 are copies of the approved minutes of the SHA Board of Directors meetings and annual membership meetings for the six calendar months preceding this request.

15. There are NO outstanding SHA notices to the above referenced lot owner pertaining to violations of current or pending SHA Standards.

16. The Shadowwalk Homes Association is not required to file an annual report with the Virginia Common Interest Community Board.

17. The Association is exempt from completing the one-page cover sheet developed by the Common Interest Community Board pursuant to paragraph 54-1-2350 of the VPOAA.

18. There are no known project approvals currently in effect issued by secondary mortgage market agencies.

19. Home refuse collection service is provided for all residences by a single provider, Flag Disposal, Box 265 Fairfax VA 22038, (703)273-5226. A single provider reduces damage to the private Shadowwalk road system and enables weekly collection to be performed on one day. Residents are responsible for all fees associated with trash removal through the provider and must contact the provider to initiate service under the Shadowwalk Contract.

If you have any questions, please contact the SHA Registered Agent.

## FY 2020-2021 Budget

	Proposed 20/21 FY Budget	19/20 FY Actual	19/20 FY Budget
<b>Revenue</b>			
HOA Dues	77,000	76,000	77,000
Earned Interest	500	727	50
Special Asses.	-	-	-
Discl. Packets	200	350	200
Penalty Receipts	-	-	-
<b>Total Revenue</b>	<b>77,700</b>	<b>77,077</b>	<b>77,250</b>
<b>Operating Expenses</b>			
Admin	(500)	(197)	(500)
Bridle Trails	(500)	-	(500)
Dominion Energy	(200)	(204)	(200)
Grounds & Beaut.	(6,000)	(3,507)	(6,500)
Insurance	(4,000)	(3,821)	(4,000)
Legal	(3,500)	-	(150)
Printing and Postage	(500)	(313)	(500)
Reserve Study	-	(3,887)	(5,000)
Road Maint.	(17,880)	(7,118)	(18,700)
Snow Rem.	(13,000)	-	(13,000)
Social	(500)	-	(500)
Website	(500)	(423)	-
<b>Total Op. Exp.</b>	<b>(47,080)</b>	<b>(19,470)</b>	<b>(49,550)</b>
<b>Operating Income</b>	<b>30,620</b>	<b>57,607</b>	<b>27,700</b>
<b>Capital Repair Expense</b>			
Road Repaving	-	-	-
Front Entrance	-	-	-
Bus Stop	-	(21)	(715)
<b>Total Capital Repair Expense</b>	<b>-</b>	<b>(21)</b>	<b>(715)</b>
<b>Net Income</b>	<b>30,620</b>	<b>57,586</b>	<b>26,985</b>

**Road Reserve:**

<b>Beginning Balance</b>	May 1	196,000	138,275	147,000
Capital Repair Exp.		-	(21)	(715)
Transfer To Res. Fund		30,620	57,746	27,700
<b>Ending Balance</b>	April 30	<u>226,620</u>	<u>196,000</u>	<u>173,985</u>

**Shadowwalk Homes Association, Inc.**  
**May 1, 2019 to April 30, 2020 FY Income Statement**

	5/1/2019 - 4/30/2020	19/20 FY Budget	
<b>Revenue</b>			
HOA Dues (one collected Apr 2019)	76,000.00	77,000	99%
Earned Interest	726.76	50	1454%
Discl. Packets	350.00	200	175%
<b>Total Revenue</b>	<b>77,076.76</b>	<b>77,250</b>	<b>100%</b>
<b>Operating Expenses</b>			
Admin	(197.00)	(500)	39%
Bridle Trails	-	(500)	0%
Dominion Energy	(204.11)	(200)	102%
Grounds & Beaut.	(3,506.73)	(6,500)	54%
Insurance	(3,821.00)	(4,000)	96%
Legal	-	(150)	0%
Printing and Postage	(313.27)	(500)	63%
Reserve Study	(3,887.00)	(5,000)	78%
Road Maint.	(7,117.80)	(18,700)	38%
Snow Rem.	-	(13,000)	0%
Social	-	(500)	0%
Website	(423.15)	-	
<b>Total Op. Exp.</b>	<b>(19,470.06)</b>	<b>(49,550)</b>	<b>39%</b>
<b>Operating Income</b>	<b>57,606.70</b>	<b>27,700.00</b>	<b>208%</b>
<b>Capital Repair Expense</b>			
Road Repaving	-	-	0%
Front Ent. Brick Walls	-	-	0%
Bus Stop	(21.20)	(715)	3%
<b>Total Capital Repair Expense</b>	<b>(21.20)</b>	<b>(715)</b>	<b>3%</b>
<b>Net Income</b>	<b>57,585.50</b>	<b>26,985.00</b>	<b>213%</b>

<b>Assets</b>			
Operating Account	4,609.06	4,749	
Reserve Fund	196,000.00	138,275	
<b>Total Assets</b> 4/30/2020	<b>200,609.06</b>	<b>143,024</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jack Braddon Insurance Agency, Ltd. 5201-B Lyngate Ct.  Burke VA 22015	<b>CONTACT NAME:</b> Jack Braddon <b>PHONE (A/C, No, Ext):</b> 7034254666 <b>E-MAIL ADDRESS:</b> Jack@braddonins.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Shadowwalk Homes Association I PO Box 174  Fairfax Station VA 22039-0174	<b>INSURER A:</b> NATIONWIDE MUTUAL INSURANCE COMPANY	<b>NAIC #</b> 23787N
	<b>INSURER B:</b> NATIONWIDE MUTUAL FIRE INSURANCE COMPAI	<b>NAIC #</b> 23779N
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPBPHM2423354035	07/06/2020	07/06/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			ACPCAF2423354035	07/06/2020	07/06/2021	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Generic Renewal COI 20-21.

**CERTIFICATE HOLDER****CANCELLATION**

Shadowwalk Home Assoc. Inc.  PO BOX 174  Fairfax Station VA 22039	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**RESOLUTION 2014\_4**

*To record the member-approved 2014 Covenant Amendment*

WHEREAS, by Deed and Dedication and Subdivision recorded among the land records of Fairfax County, Virginia, in Deed Book 3756 at Page 722 (Sections 1 and 2), Deed Book 3940 at page 43 (Section 3), Deed Book 4222 at Page 525 (Section 4), Sections One, Two, Three and Four, Shadowwalk Subdivision, Fairfax County, Virginia were created; and

WHEREAS, said Deed of Dedication and Subdivision for Section 1 and 2, Shadowwalk, contained a certain Declaration of Reservations and Restrictive and Affirmative Covenants ("Covenants"), which Covenants are incorporated by reference into the Deeds of Dedication and Subdivision for Sections 3 and 4, Shadowwalk; and

WHEREAS, the Covenants contained in the aforesaid Deed of Dedication and Subdivision were subsequently amended by a document recorded among the said land records in Deed Book 7048 at Page 875 and by a document recorded among the said land records in Deed Book 7766 at Page 1976; and

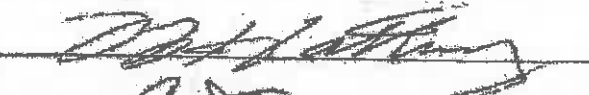
WHEREAS, the Owners of estates in Shadowwalk desire to amend said Declarations as set forth in this Resolution; and

WHEREAS, the Amendment to the Covenants recorded in Deed Book 7048 at Page 875 requires that any amendment to the Covenants be "approved by the then-owners of two-thirds (2/3) of the lots (estates) in Shadowwalk Subdivision," and that "written notice of such proposed amendment is mailed to every lot Owner at least fifty (50) days in advance of any such action taken; and

WHEREAS, Shadowwalk Homes Association, Inc. has given the required notice and more than two-thirds (2/3) of the current Owners of the lots (estates) in Shadowwalk Subdivision have voted to approve the attached document entitled: "Declaration of Reservation and Restrictive and Affirmative Covenants, as Amended 2014."

NOW THEREFORE, BE IT RESOLVED that the Covenants and their amendments contained in the aforesaid Deeds of Dedication and Subdivision recorded among Fairfax County land records be deleted and replaced with the attached document entitled: "Declaration of Reservation and Restrictive and Affirmative Covenants, as Amended 2014."

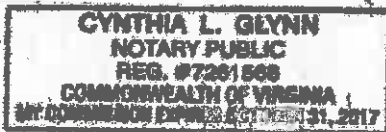
SHA Board of Directors Action -- Approved July 24, 2014

President's Signature 

Date 29 Oct 2014

Notary Signature and Seal 

Date 29 OCT 2014



Please return to:  
REES BROOME, PC  
1900 Gallows Road, Suite 700  
Tysons Corner, VA 22182  
BOX 72

SHADOWWALK HOMES ASSOCIATION

**DECLARATION OF RESERVATIONS AND  
RESTRICTIVE AND AFFIRMATIVE COVENANTS**

As Amended 2014

The following Declaration of Reservations and Restrictive and Affirmative Covenants shall be binding on all land delineated on the plats of SHADOWWALK SUBDIVISION, Sections 1, 2, 3, & 4 ("the Subdivision") filed in the Public Records of Fairfax County, Virginia.

**1. NON-STOCK CORPORATION AND MEMBERSHIP FEE**

SHADOWWALK Homes Association, Inc. ("the Association") is a non-stock corporation under the provision of Chapter 2 of Title 13.1 of the Code of Virginia. Articles of Incorporation are filed with the State Corporation Commission in Richmond. Association By-Laws are filed in the Association's records.

The purposes of the Association are stated in the Articles of Incorporation and, except as required of estate Owners pursuant to this Declaration, include but are not limited to administering and enforcing all the provisions of these Covenants; maintaining Subdivision roads, bridle paths and drainage facilities; and undertaking the activities as the Board of Directors deems advisable to contribute to the general value and livability of the Subdivision.

The Grantee of a deed for any estate in the Subdivision, by acceptance of his deed or by execution of his purchase agreement, does hereby agree to concurrently become a member of the Association and shall contribute his pro-rata share of the funds necessary to the performance of its functions as described in its Articles of Incorporation and By-Laws. A membership fee for each estate in the platted land shall be paid annually and shall become a lien upon the applicable estate when the Owner thereof is billed. The amount of the annual membership fee shall be set by a majority of Association members. Each estate in the Subdivision shall be entitled to one vote regardless of how title to the estate may be held.

**2. ESTABLISHMENT OF THE COVENANTS**

All of these Reservations and Restrictive and Affirmative Covenants (the "Covenants") are hereby established, declared and prescribed to run with the land and to be binding upon all parties and all persons owning estates in the Subdivision or claiming under them until December 15, 2025. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

**3. EXTENTION OF THE COVENANTS**

After December 15, 2025, the Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the estates within the Subdivision, has been recorded, agreeing to terminate the Covenants, the termination to be effective only at the end of any ten (10) year period. Provided, however, that no agreement to terminate shall be effective unless made and recorded three (3) years in advance of the effective date of the termination, and unless written notice of the proposed termination is sent to every Owner at least ninety (90) days in advance of any action. However, these Covenants may be amended at any time without termination pursuant to the following paragraph.



#### 4. CHANGES, MODIFICATIONS AND AMENDMENTS TO THE COVENANTS

The Association shall have the sole right to make changes, modifications and amendments to the covenants, provided that such changes, modifications and amendments are approved by the then-owners of two-thirds (2/3) of the estates of the Shadowalk Subdivision, and further provided that no such change, modification and amendment shall be effective unless recorded at least one (1) year in advance of the effective date of such amendment, and unless written notice of such proposed amendment is mailed to every estate owner at least fifty (50) days in advance of any such action taken.

All rights and powers reserved to Investco and/or to the Ringles in the aforesaid Deeds of Dedication are hereby transferred to the Association.

#### 5. FURTHER SUBDIVISION

None of the estates shall at any time be subdivided into two or more Ownerships and no building site shall be less in area than the acreage shown on the pertinent estate on the plat of the Subdivision recorded in the Public Records of Fairfax County, Virginia. Provided, however, that three or more estates may be subdivided into two building sites, neither, of which is less than five acres.

Any Owner of two contiguous five acre estates, one of which does not pass the county supervised percolation test, may choose to join his two estates providing that they are to be used as only one home site. Thereafter the Owner shall be required to pay only one annual Association assessment, and shall in his Deed of Subdivision provide that the combination of the two estates shall not again be divided into two five acre estates, unless divided on the original line of Subdivision, unless otherwise approved by three-fourths of the Board of Directors, in which case each resulting estate shall then pay its individual annual assessment; and further provided that if the combination is again divided, the Owner agrees that the annual assessment of Association fees which would have accrued during the time one fee has not been paid shall, upon the Subdivision, be immediately due and payable, together with interest at the rate of 8% per annum, and the full amount described shall be both a personal obligation of the Owner and a lien on the subject land.

#### 6. CONSTRUCTION AND OCCUPANCY OF BUILDINGS

No building shall be erected upon any one estate, other than one detached single-family dwelling, with the usual outbuildings for use in connection therewith, and having a square footage of not less than Two Thousand (2,000) square feet of finished living area, exclusive of porches, garages, carports, or outbuildings. It is provided, however, that a guest house or servant quarters attached to or separate from the main residence, and horse stables whose design and construction plans have been approved prior to construction by the Architectural Approval Committee, may be constructed on the same estate as the main residence. No additional building shall be constructed, however, until the main residence has been completed and the plans for the additional building have been approved as described herein. No basement shall be constructed except in the integral process of constructing the main dwelling house, which construction must proceed uninterrupted until the completion of the dwelling house. No dwelling house or any part thereof shall be occupied until it is completed. A dwelling house, once begun, shall be completed, including landscaping and exterior painting, in no more than the construction time period approved by the Architectural Approval Committee unless the time period is extended by the Board of Directors.

#### 7. SETBACK LINES

No building or part or portion thereof shall be constructed or erected on an estate between the setback lines described as follows and the nearest boundary running parallel thereto: in no case shall

any building or part or portion thereof be constructed within One Hundred and Fifty (150) feet of the front line, or within Fifty (50) feet of either side line, or within One Hundred (100) feet of the rear line of the premises, provided, however, that in the case of corner estates, the set back line from the side street line shall be not less than Seventy-five (75) feet. Where two (2) or more estates are acquired as a single building site, the side building lines shall refer only to those bordering the adjoining property Owner.

The Association's Board of Directors shall have the right and power to grant variances to the above-stated setback restrictions.

#### **8. CONSTRUCTION OF TEMPORARY BUILDINGS OR TRAILERS**

a. No temporary building, Quonset hut, trailer, tent, shack, or privy (e.g. Port-A-John) shall be constructed or erected upon any estate. It is understood that the word "trailer" shall refer to a house trailer or camping trailer (but does not include a folding camping trailer in its folded position), which could be occupied permanently or temporarily for living purposes. This restriction also includes truck-mounted campers and travel buses, unless the trailer, erected camper, truck-mounted camper or travel bus is enclosed in a garage or surrounded by trees or screening approved by the Architectural Approval Committee, so that the vehicle cannot be viewed from a street or from an adjacent property.

b. No trailer, boat, recreational vehicle (RV), bus, commercial vehicle, camper, or similar vehicle, whether motorized or not, shall be parked or stored on any estate unless the vehicle is enclosed in a garage or surrounded by trees or other suitable screening as approved in advance by the Architectural Approval Committee so that the vehicles are not visible from the street or from adjacent residences.

#### **9. STORAGE**

The lands of an estate shall not be used for storage of displaced buildings, lumber or materials of any nature, except insofar as is necessary during the actual construction of buildings upon the estate where stored.

#### **10. CONSTRUCTION OF GARAGE OR OUTBUILDING AND OCCUPANCY**

No garage, garage apartment, or other outbuilding shall be constructed or erected upon any estate prior to construction of the main dwelling house.

#### **11. BUILDING MATERIALS AND DESIGN**

All buildings, fences, walls or other structures constructed or erected upon an estate shall be approved prior to construction, in writing, by the Architectural Approval Committee, as to placement, landscaping and design. In all cases, each and every design and construction method must be approved by the Architectural Approval Committee prior to commencement of construction in order to maintain the high standards of the community. Whether or not provision therefor is specifically stated in any conveyance of an estate, the Owner or occupant of each and every estate by acceptance of title thereto and/or by taking possession thereof, covenants and agrees that no building, wall, fence, or other structure shall be placed upon the estate unless and until the plans and specifications therefor and plot plan have been approved in writing by the Architectural Approval Committee and a Builder's agreement in the form attached hereto as "Exhibit A" has been fully executed by the Owner, his builder and the Association.

Each building, wall, fence or structure shall be placed on the premises only in accordance with the plans and specifications and plot plans approved in writing by the Architectural Approval Committee. The plans shall show a culvert to be placed in the front or side drainage swale at the point any driveway crosses the swale, and the culvert shall be of a size approved by the Architectural Approval Committee. The Architectural Approval Committee may require a certificate from an engineer licensed in the State of Virginia certifying that the culvert is of an adequate size to prevent blockage of drainage. No building grading or clearing shall be commenced until a gravel driveway at least 100 feet in length has been constructed and thereafter maintained to prevent mud from being tracked onto the roads of the Subdivision.

The Architectural Approval Committee may, in the exercise of reasonable discretion, including but not limited to aesthetic considerations, disapprove any plans and specifications submitted to it on the grounds that the plans are inharmonious or inconsistent with the placement, landscaping or design of existing structures or topography in Shadowalk.

No alteration in the exterior or appearance of the buildings or structures shall be made without like approval. If the Architectural Approval Committee fails to approve or disapprove the plans and specifications within thirty (30) days after the Owner submits them, the Committee's written approval shall not be required, provided that no building or other structure shall be erected that violates any of the Covenants.

Any applicant may appeal an adverse decision of the Architectural Approval Committee to the Board of Directors within thirty (30) days of notification of that adverse decision. The Board of Directors shall sustain, reverse or modify the Committee's decision.

There shall be no building constructed of concrete masonry units unless the masonry units are covered with stucco or other material, and are sufficient in thickness and texture to completely disguise the fact that the building was constructed of concrete masonry units when viewed from a distance of 10 feet. The stucco or material shall be covered with a masonry paint approved by the Architectural Approval Committee.

The Architectural Approval Committee shall approve no plan or specification that is not accompanied by a Builder's Agreement (Exhibit A hereto) or does not show in sufficient detail all exterior elevation views, locations and set-back dimensions so that the Architectural Approval Committee can precisely discern the completed facility's appearance and position on the estate.

## 12. FILL AND GRADING

No fill, dirt, muck or rock shall be removed from any estate, nor shall the land elevation and contours be changed in any manner detrimental to adjacent estates. No property Owner shall obstruct, divert, or alter the flow of water or any watercourse existing on the lands of the Subdivision, without providing equal or better substitute drainage facilities. No lake or pond shall be constructed, filled or altered without the prior written consent of the Architectural Approval Committee. All clearing or grading of more than 5,000 square feet shall have the prior written approval of the Architectural Approval Committee.

## 13. ANIMALS

Saddle horses may be kept on any estate in the Subdivision. However, stables, if constructed, must be of the material and design as are approved by the Architectural Approval Committee. No swine, sheep, cattle, or other objectionable animals shall be kept, and no animals may be raised for commercial purposes without prior written permission of the Board of Directors.

**14. FIREARMS SAFETY**

No firearm shall be discharged within the Subdivision.

**15. BUSINESS**

No business of any nature may be operated on any estate within the Subdivision without the prior written consent of the Board of Directors.

**16. UTILITY EASEMENTS AND DRAINAGE EASEMENTS**

A strip of land twenty (20) feet wide, running adjacent and parallel to each side, front and rear property line of each estate is subject to easement for the installation and maintenance of utilities, and for the construction and maintenance of drainage facilities by the Association or by any utility company franchised to do business in the Subdivision. For these purposes, the "front line" of each estate shall be the edge of the road right-of-way shown on the plat of the Subdivision, the easements being through the twenty (20) foot-wide area lying outside the road right-of-way. Road easements shown on the plat of the Subdivision shall also be available to the Association or to franchised utility companies serving the Subdivision for construction, servicing and maintenance of utilities. Electrical service to an estate from primary distribution lines on the front or rear of each estate shall be installed at the expense of each estate Owner and shall be underground from the primary line to any structure on any estate and shall use ground-mounted transformers only.

The Association's Board of Directors shall have the right and power to grant utility easements.

The Association shall maintain (a) the existing identification sign located on Lot 21, Section 1, which identifies the Subdivision and states that the Subdivision was developed by J. D. Ringle, and (b) the "entrance easement" on which the sign is located. The Ringles retain rights to the "entrance easement" in order to maintain the entrance and the existing sign located there in the event the Association fails to maintain the entrance or sign.

**17. BRIDLE PATHS AND ROAD EASEMENTS**

Bridle paths and road easements shown on the Subdivision plat filed in the Public Records of Fairfax County, Virginia are reserved for use of estate Owners. The Owner of any estate through which a bridle path or road easement passes shall maintain such bridle paths and road easements free of weeds and other obstacles. Access to bridle paths shall be available to all Subdivision estate Owners for passage on foot, on bicycle, on saddle horse, and on other means of transportation other than motorized vehicles. Road easements shall run to the benefit of all estate Owners within the Subdivision.

**18. OTHER RELATED RESTRICTIONS**

*a. Frontage Grading and Grassing*

There is no requirement that an Owner must build on his estate within any length of time. However, within six (6) months of purchasing his estate, the Owner shall grade the land between the edge of the Subdivision road and the estate frontage, maintaining any ditch-line along the road, and shall seed, fertilize and cause grass to grow from the road to the estate's frontage, and thereafter shall keep the grass mowed to a height not exceeding six (6) inches.

*b. Estate Clearing and Grassing*

In the event an Owner clears any other portion of his estate, he shall plant grass on the cleared area.

*c. Cutting weeds, underbrush and lawns*

The Owner shall maintain and keep his estate in good appearance by cutting all weeds and underbrush, and by cutting and maintaining all lawns when the lawns reach a height of not more than (6) inches.

*d. Owner's failure to complete grading, clearing, grassing or cutting*

In the event an Owner of any estate in the platted land fails to complete grading, grassing or maintenance as required and/or fails to clear underbrush from his estate as required, the Association may, at its option, enter the estate and plant grass and/or clear weeds and underbrush and thereafter maintain the estate to keep it in good appearance. No such entry shall be deemed a trespass. If the Association chooses to exercise its option, any grading, grassing, underbrush clearing or grass cutting by the Association shall cause a lien to arise and be created in favor of the Association against any estate for the full amount chargeable to the estate, including design, supervision, contracting fees and office overhead. The full amount chargeable to the estate shall be due and payable within thirty (30) days after the Owner has been billed.

*e. Estate Frontage Fencing*

Furthermore, within one (1) year after the purchase of an estate, the Owner shall construct and thereafter maintain along the boundary of the road easement, and/or the State Road upon which his easement abuts, for the full frontage thereon, a rail fence, which shall be a three-rail, rustic, split-rail fence with mortised posts. If the Owner has not constructed the fence within the allotted period, and does not thereafter maintain it in presentable condition as determined by the Association, the Association may construct or maintain the fence and bill the Owner therefore. No such entry shall be deemed a trespass. In that case the full amount chargeable to the estate shall be due and payable within thirty (30) days after the Owner is billed therefore.

*f. Other Estate Fencing*

No other fence shall be constructed unless approved, prior to its construction by the Association. If fences other than 3-rail, rustic, split-rail with mortised posts are proposed to be erected on boundaries other than road frontages, the fences may be allowed with the prior approval of the Architectural Approval Committee only if they are to be constructed of three, 1"x6" pressure-treated boards and 4-foot high wooden posts. Posts shall be cut off even with the top board of the fence.

Barbed wire fencing shall not be erected at any location in the Subdivision.

**19. REMEDIES FOR COVENANT VIOLATIONS**

The Association, or any estate Owner, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms of these Covenants or to prevent the violation or breach of any of them by any person. In addition, the Association shall have the right, whenever there has been built on any estate a structure which is in violation of these Covenants, to enter upon the property where the violation of these Covenants exists and summarily abate or remove the same at the expense of the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions, reservations or covenants by a Court of competent jurisdiction in no way shall affect any of the other restrictions, but they shall remain in full force and affect.

**20. ENFORCEMENT**

Should the Owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Association shall have the right to interest on the lien at the prevailing legal rate of interest in the Commonwealth of Virginia, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee. In addition to the foregoing, the Owner agrees to pay the sum of One Hundred Dollars (\$100.00) for each failure to comply with the provisions of these Covenants, or of Exhibit A, Builder's Agreement, as liquidated damages for the additional management efforts required by the Association to bring about compliance with the provisions of these Covenants.

**21. LIENS**

Any and all liens created herein or in Exhibit A, Builder's Agreement may be enforced by foreclosure in court by the Association. Charges created by virtue of these Covenants shall be a charge on the land and shall be a continuing lien upon the estate against which each assessment is made. Each assessment, together with the amounts described in Paragraph 20 above, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. Any lien created pursuant to the provisions of these Covenants shall be subordinate to any lien of a First Deed of Trust created for purposes of securing a construction or permanent building loan on the estate affected, providing that the lending agency shall include as a part of the payment schedule, the assessment then in effect and shall collect the assessment and deliver it to the Association. If the lending agency shall not collect the described assessment, the first Deed of Trust created as described shall then be subordinate to any lien herein created pursuant to the provisions of these Covenants.

**22. VARIANCES AND EXCEPTIONS**

Except as provided in Paragraphs 7 and 16 above, which give the Board of Directors the power to grant set-back variances and utility easements, the members of the Association shall have the sole right to make variances or exceptions to the Covenants, but only on the condition that the variances or exceptions will not defeat the purpose and/or will improve the effectiveness of the overall Covenants. Any variances or exceptions made by the members of the Association must be accomplished pursuant to the procedures specified in Paragraph 4 above.

**23. NUISANCES**

No noxious or offensive activity shall be permitted to occur on any estate, nor shall anything be done or placed on any estate which is a nuisance or annoyance to other residents of the Subdivision.

**EXHIBIT "A"**  
**BUILDER'S AGREEMENT**

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as "Owners," who have purchased land known as \_\_\_\_\_ in Shadowalk Subdivision, Fairfax County, Virginia, hereinafter referred to as "the Subdivision" and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as "Builder," and the Shadowalk Homes Association (SHA) hereinafter referred to as "The Association."

**WITNESSETH:**

**WHEREAS**, certain Reservations and Restrictive and Affirmative Covenants were recorded with the plats for the Subdivision, a part of which Subdivision Owners intend to use as a home site, pursuant to which they have engaged a Builder to construct a home or other major exterior improvements; and

**WHEREAS**, the Reservations and Restrictive and Affirmative Covenants provide certain controls to govern the character and quality of construction within the described Subdivision; and

**WHEREAS**, Builder must utilize Subdivision roads, easements, islands, or property of other Subdivision residents in the construction of improvements on Owner's property, and that such use may result in damage and extraordinary expenses to the Association; and

**WHEREAS**, the Association has the power under the Reservations and Restrictive and Affirmative Covenants, as amended, to grant or deny permission to construct a home or other major exterior improvements within the Subdivision.

**NOW THEREFORE**, the Association, through its Architectural Approval Committee, does hereby grant permission for Owners and Builder to build a home or other major exterior improvements on the described land, and in consideration of the granting, the parties hereto do agree as follows:

1. The home and/or other major improvements shall be constructed precisely in accordance with the plans and specifications described as \_\_\_\_\_
2. Builder shall place a culvert at the point where the driveway from the proposed home strikes the Subdivision road providing access to the property upon which the home or other major exterior improvements are to be constructed, which culvert shall be \_\_\_\_ feet long and \_\_\_\_ inches in diameter and shall be of reinforced concrete, corrugated metal or corrugated plastic pipe.
3. Builder shall, prior to commencing any construction or bringing any materials which require transportation by truck onto the site, construct a driveway over the culvert

described in Paragraph 2 above for a distance of at least one hundred (100) feet from the Subdivision road providing access to the described property and thereafter shall maintain the one hundred foot driveway in the condition that it will not allow mud to be tracked from the described property onto the Subdivision road providing access to the property. If mud is tracked onto a Subdivision road, Builder shall at the end of each day's construction clean and remove the mud from the Subdivision road. No later than the following day, Builder shall reconstruct the driveway so that mud is no longer tracked onto the Subdivision road.

4. At the end of each day's construction activity, Builder's supervisor of construction will inspect the area of construction and will secure any debris that may tend to blow upon the construction site and any adjacent properties so that the debris shall not be free and allowed to blow.
5. Debris or litter that is deposited within the Subdivision or lands adjacent to the Subdivision by employees or subcontractors of Builder shall be collected each day by the crew of Builder and disposed of so that it is not visible to people driving through the Subdivision.
6. Builder and Owners agree that they are equally responsible for any damage, caused by their construction equipment, to the Subdivision roads, easements, islands, or property of other Subdivision residents. Builder and Owners shall repair any such damage and restore the damaged property to its original condition.
7. Builder and Owners agree that any breach of the above conditions may be corrected by the Association and that any expense incurred in the process of the correction shall be paid by Builder to the Association within 24 hours of its billing to Builder. If Builder shall neglect to pay the amounts within the described period, the billed amounts shall become a lien upon the property of Owner and Owner shall deduct them from the fee to be paid to Builder and pay them to the Association.
8. Builder and Owner guarantee that construction of all structures and landscaping shown on the approved plans and plot plan shall be completed no later than \_\_\_\_\_ months after the date of this Agreement, unless the time period is extended by the Board of Directors. Owners agree to pay the Association the sum of \$25.00 for each day after \_\_\_\_\_ months from the date of this Agreement that either construction or landscaping as described have not been completed.
9. The Reservations and Restrictive and Affirmative Covenants recorded in the land records of Fairfax County, Virginia are a part of this agreement as if they had been incorporated herein in full, and Owner and Builder hereby certify that they have read the Reservations and Restrictive and Affirmative Covenants, understand their full meaning, and agree to abide by each and all of their provisions.
10. Construction and landscaping other than that shown on the plans and specifications approved hereunder are expressly forbidden.
11. Approval of these plans by the Architectural Approval Committee applies to the aesthetic conformance of the plans with the neighborhood. Owners are solely responsible to obtain necessary approvals from Fairfax County and any other



governmental entities, that the site plan conforms to all wetland, watershed, and state environmental requirements and that all permits, safety provisions, and insurance requirements are in place before construction begins.

- 12. Owner further understand that any damages or personal injury that occurs with regard to the property or construction are his sole responsibility and he agrees to hold harmless and indemnify the Architectural Approval Committee and the Association for any such damages and necessary attorney fees should the Architectural Approval Committee and/or the Association be made parties to any suit as a result of Owner's construction.

WITNESSETH our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

OWNER(S) \_\_\_\_\_

BUILDER: \_\_\_\_\_

SHADOWWALK HOMES ASSOCIATION, INC.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

A COPY TESTE:  
JOHN T. FREY, CLERK

BY: *[Signature]*  
Deputy Clerk

11/03/2014  
RECORDED FAIRFAX CO VA  
TESTE: *[Signature]*  
CLERK

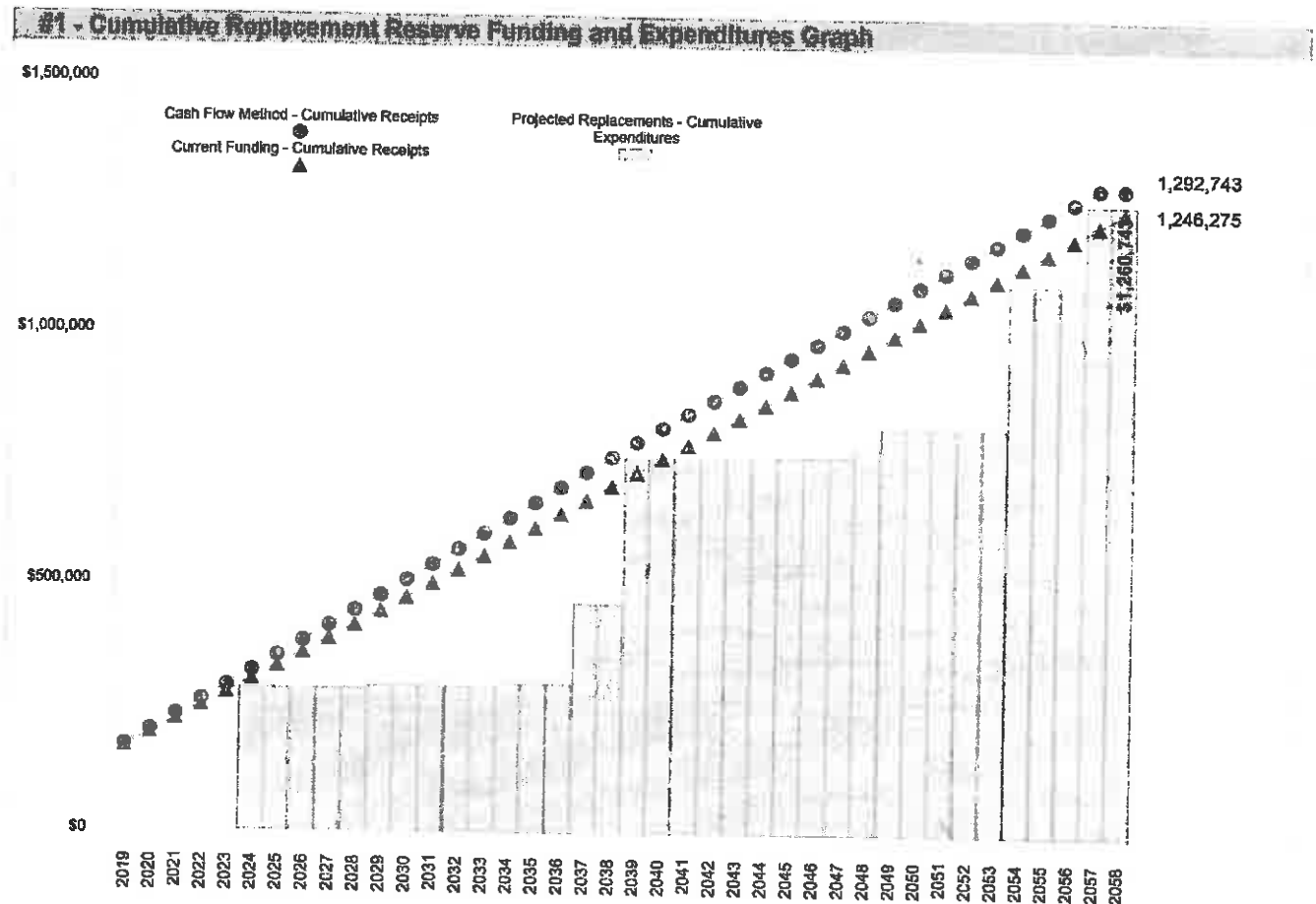
## EXECUTIVE SUMMARY

The Shadowwalk Homes Association Replacement Reserve Analysis uses the Cash Flow Method (CFM) to calculate Replacement Reserve funding for the periodic replacement of the 21 Projected Replacements identified in the Replacement Reserve Inventory.

**\$30,618** **RECOMMENDED REPLACEMENT RESERVE FUNDING FOR THE STUDY YEAR, 2019**  
\$33.14 Per unit (average), minimum monthly funding of Replacement Reserves

We recommend the Association adopt a Replacement Reserve Funding Plan based on the annual funding recommendation above. Inflation adjusted funding for subsequent years is shown on Page A5.

Shadowwalk Homes Association reports a Starting Balance of \$138,275 and Annual Funding totaling \$27,700. Current funding is inadequate to fund the \$1,260,743 of Projected Replacements scheduled in the Replacement Reserve Inventory over the 40-year Study Period. See Page A3 for a more detailed evaluation.



The Current Funding Objective as calculated by the Component Method (Fully Funded) is \$183,716 making the reserve account 75.3% funded. See the Appendix for more information on this method.

**REPLACEMENT RESERVE ANALYSIS - GENERAL INFORMATION**

The Shadowwalk Homes Association Replacement Reserve Analysis calculations of recommended funding of Replacement Reserves by the Cash Flow Method and the evaluation of the Current Funding are based upon the same Study Year, Study Period, Beginning Balance, Replacement Reserve Inventory and Level of Service.

**2019 | STUDY YEAR**

The Association reports that their accounting year begins on May 1, and the Study Year, the first year evaluated by the Replacement Reserve Analysis, begins on May 1, 2018.

**40 Years | STUDY PERIOD**

The Replacement Reserve Analysis evaluates the funding of Replacement Reserves over a 40-year Study Period.

**\$138,275 | STARTING BALANCE**

The Association reports Replacement Reserves on Deposit totaling \$138,275 at the start of the Study Year.

**Level One | LEVEL OF SERVICE**

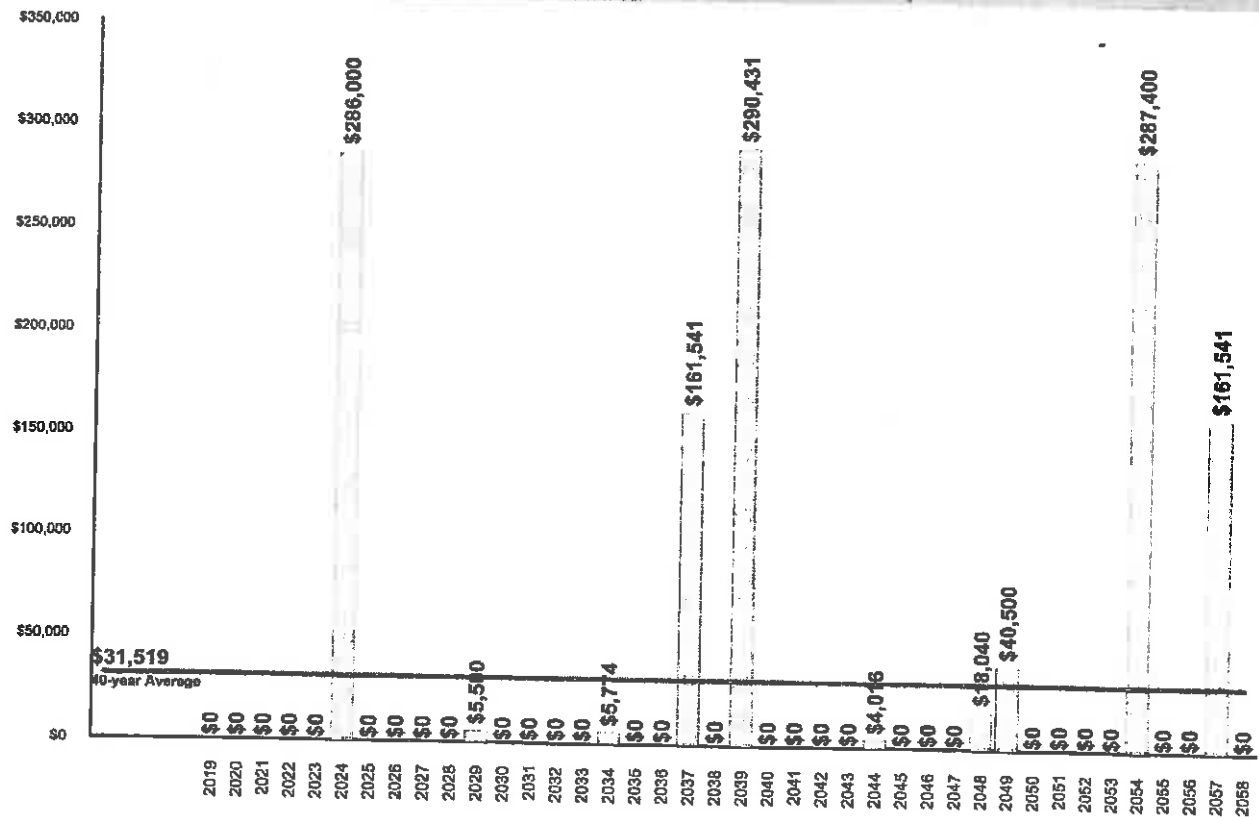
The Replacement Reserve Inventory has been developed in compliance with the National Reserve Study Standards for a Level One Study, as defined by the Community Associations Institute (CAI).

**\$1,260,743 | REPLACEMENT RESERVE INVENTORY - PROJECTED REPLACEMENTS**

The Shadowwalk Homes Association Replacement Reserve Inventory identifies 21 items that will require periodic replacement, that are to be funded from Replacement Reserves. We estimate the cost of these replacements will be \$1,260,743 over the 40-year Study Period. The Projected Replacements are divided into 1 major categories starting on Page B3. Pages B1-B2 provide detailed information on the Replacement Reserve Inventory.

**#2 - Annual Expenditures for Projected Replacements Graph**

This graph shows annual expenditures for Projected Replacements over the 40-year Study Period. The red line shows the average annual expenditure of \$31,519. Section C provides a year by year Calendar of these expenditures.



**UPDATING**

**UPDATING OF THE FUNDING PLAN**

The Association has a responsibility to review the Funding Plan annually. The review should include a comparison and evaluation of actual reserve funding with recommended levels shown on Page A4 and A5. The Projected Replacements listed on Page C2 should be compared with any replacements accomplished and funded from Replacement Reserves. Discrepancies should be evaluated and if necessary, the Reserve Study should be updated or a new study commissioned. We recommend annual increases in replacement reserve funding to account for the impact of inflation. Inflation Adjusted Funding is discussed on Page A5.

**UPDATING OF THE REPLACEMENT RESERVE STUDY**

At a minimum, the Replacement Reserve Study should be professionally updated every three to five years or after completion of a major replacement project. Updating should also be considered if during the annual review of the Funding Plan, discrepancies are noted between projected and actual reserve funding or replacement costs. Updating may also be necessary if there is a meaningful discrepancy between the actual inflation rate and the inflation rate used for the Inflation Adjusted Funding of Replacement Reserves on Page A5.

**ANNUAL EXPENDITURES AND CURRENT FUNDING**

The annual expenditures that comprise the \$1,260,743 of Projected Expenditures over the 40-year Study Period and the impact of the Association continuing to fund Replacement Reserves at the current level are detailed in Table 3.

**Table of Annual Expenditures and Current Funding Data - Years 1 through 40**

Year	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Starting Balance	\$138,275									
Projected Replacements						(\$286,000)				
Annual Deposit	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700
End of Year Balance	\$165,975	\$193,675	\$221,375	\$249,075	\$276,775	\$18,475	\$46,175	\$73,875	\$101,575	\$129,275
Cumulative Expenditures						(\$286,000)	(\$286,000)	(\$286,000)	(\$286,000)	(\$286,000)
Cumulative Receipts	\$165,975	\$193,675	\$221,375	\$249,075	\$276,775	\$304,475	\$332,175	\$359,875	\$387,575	\$415,275
Year	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Projected Replacements	(\$5,500)									
Annual Deposit	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700
End of Year Balance	\$151,475	\$179,175	\$206,875	\$234,575	\$262,275	\$264,202	\$311,902	\$339,602	\$367,302	\$395,002
Cumulative Expenditures	(\$291,500)	(\$291,500)	(\$291,500)	(\$291,500)	(\$291,500)	(\$291,500)	(\$291,500)	(\$291,500)	(\$291,500)	(\$291,500)
Cumulative Receipts	\$442,975	\$470,675	\$498,375	\$526,075	\$553,775	\$581,475	\$609,175	\$636,875	\$664,575	\$692,275
Year	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Projected Replacements	(\$280,431)									
Annual Deposit	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700
End of Year Balance	(\$20,271)	\$1,571	\$26,130	\$53,830	\$81,530	\$109,230	\$136,930	\$164,630	\$192,330	\$220,030
Cumulative Expenditures	(\$749,246)	(\$749,246)	(\$749,246)	(\$749,246)	(\$749,246)	(\$749,246)	(\$749,246)	(\$749,246)	(\$749,246)	(\$749,246)
Cumulative Receipts	\$719,975	\$747,675	\$775,375	\$803,075	\$830,775	\$858,475	\$886,175	\$913,875	\$941,575	\$969,275
Year	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058
Projected Replacements	(\$40,500)									
Annual Deposit	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700	\$27,700
End of Year Balance	\$185,173	\$212,873	\$240,573	\$268,273	\$295,973	\$323,673	\$351,373	\$379,073	\$406,773	\$434,473
Cumulative Expenditures	(\$811,802)	(\$811,802)	(\$811,802)	(\$811,802)	(\$811,802)	(\$811,802)	(\$811,802)	(\$811,802)	(\$811,802)	(\$811,802)
Cumulative Receipts	\$996,975	\$1,024,675	\$1,052,375	\$1,080,075	\$1,107,775	\$1,135,475	\$1,163,175	\$1,190,875	\$1,218,575	\$1,246,275

**EVALUATION OF CURRENT FUNDING**

The evaluation of Current Funding (Starting Balance of \$138,275 & annual funding of \$27,700), is done in today's dollars with no adjustments for inflation or interest earned on Replacement Reserves. The evaluation assumes Replacement Reserves will only be used for the 21 Projected Replacements identified in the Replacement Reserve Inventory and that the Association will continue Annual Funding of \$27,700 throughout the 40-year Study Period.

Annual Funding of \$27,700 is approximately 90 percent of the \$30,618 recommended Annual Funding calculated by the Cash Flow Method for 2019, the Study Year.

Evaluation of the 21 Projected Replacements calculates an average annual expenditure over the next 40 years of \$31,519. Annual funding of \$27,700 is 88 percent of the average annual expenditure.

Our calculations identify funding shortfalls in 4 years of the Study Period with the initial shortfall in 2039. The largest shortfall, \$-42,168, occurs in 2057. All shortfalls can be seen and evaluated in Table 3 above.

In summary, Current Funding as reported by the Association and shown above, does not provide adequate funding for the \$1,260,743 of Projected Replacements scheduled in the Replacement Reserve Inventory over the Study Period.



## INFLATION ADJUSTED FUNDING

The Cash Flow Method calculations on Page A4 have been done in today's dollars with no adjustment for inflation. At Miller + Dodson, we believe that long-term inflation forecasting is effective at demonstrating the power of compounding, not at calculating appropriate funding levels for Replacement Reserves. We have developed this proprietary model to estimate the short-term impact of inflation on Replacement Reserve funding.

### **\$30,618** | 2019 - CASH FLOW METHOD RECOMMENDED FUNDING

The 2019 Study Year calculations have been made using current replacement costs (see Page B2), modified by the Analyst for any project specific conditions.

### **\$31,529** | 2020 - INFLATION ADJUSTED FUNDING

A new analysis calculates 2020 funding based on three assumptions;

- Replacement Reserves on Deposit totaling \$168,893 on May 1, 2019.
- No Expenditures from Replacement Reserves in 2019.

- Construction Cost Inflation of 2.30 percent in 2019.

The \$31,529 inflation adjusted funding in 2020 is a 2.98 percent increase over the non-inflation adjusted 2020 funding of \$30,618.

### **\$33,471** | 2021 - INFLATION ADJUSTED FUNDING

A new analysis calculates 2021 funding based on three assumptions;

- Replacement Reserves on Deposit totaling \$200,422 on May 1, 2020.
- No Expenditures from Replacement Reserves in 2020.

- Construction Cost Inflation of 2.30 percent in 2020.

The \$33,471 inflation adjusted funding in 2021 is a 9.32 percent increase over the non-inflation adjusted 2021 funding of \$30,618.

### **\$36,099** | 2022 - INFLATION ADJUSTED FUNDING

A new analysis calculates 2022 funding based on three assumptions;

- Replacement Reserves on Deposit totaling \$233,893 on May 1, 2021.
- No Expenditures from Replacement Reserves in 2021.

- Construction Cost Inflation of 2.30 percent in 2021.

The \$36,099 inflation adjusted funding in 2022 is a 17.90 percent increase over the non-inflation adjusted funding of \$30,618.

## YEAR FIVE & BEYOND

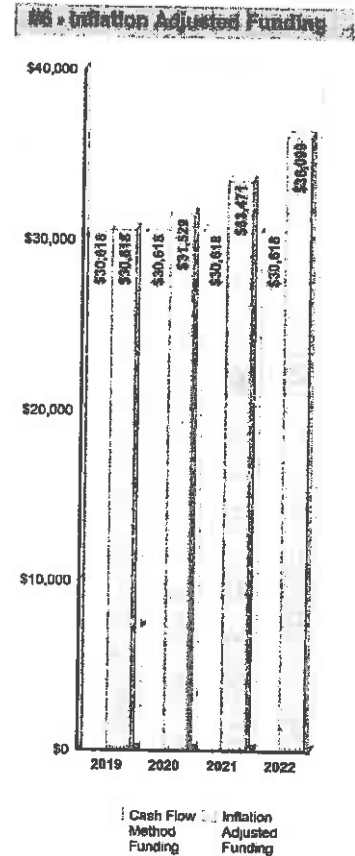
The inflation adjusted funding calculations outlined above are not intended to be a substitute for periodic evaluation of common elements by an experienced Reserve Analyst. Industry Standards, lender requirements, and many state and local statutes require a Replacement Reserve Study be professionally updated every 3 to 5 years.

## INFLATION ADJUSTMENT

Prior to approving a budget based upon the 2020, 2021 and 2022 inflation adjusted funding calculations above, the 2.30 percent base rate of inflation used in our calculations should be compared to rates published by the Bureau of Labor Statistics. If there is a significant discrepancy (over 1 percent), contact Miller Dodson + Associates prior to using the Inflation Adjusted Funding.

## INTEREST ON RESERVES

The recommended funding calculations do not account for interest earned on Replacement Reserves. In 2019, based on a 1.00 percent interest rate, we estimate the Association may earn \$1,536 on an average balance of \$153,584, \$1,847 on an average balance of \$184,657 in 2020, and \$2,172 on \$217,158 in 2021. The Association may elect to attribute 100 percent of the earned interest to Reserves, resulting in a reduction in the 2019 funding from \$30,618 to \$29,082 (a 5.02 percent reduction), \$31,529 to \$29,683 in 2020 (a 5.86 percent reduction), and \$33,471 to \$31,300 in 2021 (a 6.49 percent reduction).



## **REPLACEMENT RESERVE STUDY - SUPPLEMENTAL COMMENTS**

- Shadowwalk Homes Association has 77 units. The type of property is a Homeowners' Association.
- The Cash Flow Method calculates the minimum annual funding necessary to prevent Replacement Reserves from dropping below the Minimum Balance. Failure to fund at least the recommended levels may result in funding not being available for the Projected Replacements listed in the Replacement Reserve Inventory.
- The accuracy of the Replacement Reserve Analysis is dependent upon expenditures from Replacement Reserves being made ONLY for the 21 Projected Replacements specifically listed in the Replacement Reserve Inventory. The inclusion/exclusion of items from the Replacement Reserve Inventory is discussed on Page B1.

**ARTICLES OF AMENDMENT OF  
SHADOWWALK HOMES ASSOCIATION, INC.**

**ONE**

The name of the corporation is **SHADOWWALK HOMES ASSOCIATION, INC.**

**TWO**

The Articles of Incorporation of the Shadowwalk Homes Association, Inc. dated November 16, 1972, are hereby amended as follows:

1. Paragraph 2.(c)1 (page 5) is deleted in its entirety and the following is substituted therefor:

(c) 1. Each owner of a lot (estate) or lots, within the Subdivision has, as a consideration for his deed, agreed to become and, so long as he remains an owner, remain a member of this Association. Every owner of a lot (estate) subsequent to the Subdivider (Subdivider is specifically excluded from an obligation to pay any such annual assessment), undertakes to pay to the Association an annual contribution towards the cost of providing the services set out above and of carrying out the other objects of the Association, such annual contribution to be assessed by the Association from time to time as described in the Covenants. Each member is entitled to one (1) vote for each buildable lot subject to assessment. If any lot is owned by more than one (1) person, then their vote shall be cast as said owners may decide among themselves.

2. Paragraph 2.(d) (page 6) is deleted in its entirety and the following is substituted therefor:

(d) The directors of the corporation are to be selected in the following manner: The initial Board of Directors who shall be the three (3) Incorporators of the Association has been appointed by the Subdivider described in the Covenants and shall serve until the initial meeting of the Membership. At such initial meeting and thereafter, succeeding Board of Directors shall be elected by a quorum of the membership at each annual general meeting. A quorum for all meetings shall be as set forth in the Bylaws of the Association. Thirty days prior to the expiration of the first one-year term, and annually thereafter, written notice shall be sent to all members setting forth the time and place of meeting of the general membership of the Association, such general meeting to be held no less than twenty-five (25) days nor more



than sixty (60) days from the sending of said notice. Said notice shall contain a proposed slate of Directors chosen by a nominating committee in accordance with the Bylaws, but also, at such general meeting, additional nominations for directors for the following year shall be received from the floor. Vote upon the nominees shall be either by written ballot or by hand vote and those nominees receiving the highest number of votes shall be elected to the Board of Directors for staggered, three year terms. The same procedure shall be followed from year to year. Officers shall be appointed by the Board of Directors at the first meeting of each new Board, in accordance with the Bylaws of the Association.

### THREE

The foregoing Amendments were adopted on May 31, 1990.

### FOUR

The Amendments were proposed by the Board of Directors; submitted to the members in accordance with the Virginia Nonstock Corporation Act at a duly called annual meeting of the Association held on May 31, 1990, at which meeting a quorum of members was present; and adopted by a unanimous vote of the members present and voting at said meeting.

### FIVE

The Certificate of Amendment shall become effective upon issuance of a Certificate of Amendment by the State Corporation Commission.

The undersigned President of the Board of Directors declares that the facts herein stated are true as of July 18<sup>th</sup>, 1990.

SHADOWALK HOMES ASSOCIATION, INC.

By:

  
Elmer Holt, President

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

August 6, 1990

The State Corporation Commission has found the accompanying articles submitted on behalf of

**SHADOWALK HOMES ASSOCIATION, INC.**

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

**CERTIFICATE OF AMENDMENT**

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective August 6, 1990.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By   
Commissioner

AMENACPT  
CIS20436  
90-08-01-0073

**ARTICLES OF INCORPORATION  
OF  
SHADOWWALK HOMES ASSOCIATION, INC.**

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:

(a) The name of this Corporation is

**SHADOWWALK HOMES ASSOCIATION, INC.  
(hereinafter called "Association")**

(b) The general nature of the business and objects and purposes proposed to be transacted, promoted or carried on are to do any and all the things hereinafter mentioned, as fully and to the same extent as natural persons might or could do, viz:

**1. General Purposes**

a. To serve as a forum to encourage and assist owners of lands in Shadowwalk Subdivision, Section One, Fairfax County, Virginia, and additions thereto, to administer and enforce all the provisions of that certain "Declaration of Reservations and Restrictive and Affirmative Covenants for Shadowwalk Subdivision" (hereinafter called "Covenants") to be recorded in the Public Records of Fairfax County, Virginia, as such provisions are therein constituted or may thereafter be modified. To encourage enforcement by such owners of charges, restrictions and conditions created by or pursuant to said Covenants, and to pay all expenses incidental thereto; to enforce the decisions and rulings of the Association in respect to any of the said property; to pay all of the expenses in connection therewith, and to reimburse any declarant under said Covenants for all costs and expenses incurred and paid by such declarant in connection with

the rightful enforcement, or attempted rightful enforcement, of any of the conditions, covenants, restrictions, charges, assessments or terms set forth in said Covenants.

b. To undertake such activities and to pay such attendant costs as the Board of Directors of the Association shall from time to time deem advisable to contribute to the general value and liveability of Stadowalk Subdivision, Section One or additions thereto, (hereinafter called "Subdivision") the plat or plats of which shall be recorded with or made subject to the above-described Covenants, providing however, that the expenditure necessary to perform such activity as is contracted for by said Board of Directors shall not exceed the amount of cash reserve collected from Membership Fees as described in said Covenants and deposited in the Association's bank account, unless such additional expenditure is authorized at a general meeting of the members of the Association by a majority of all members of the Association (not solely a majority of a quorum) and a method for the payment of such additional expenditure has been agreed upon by said majority.

c. To first, before any funds of the Association are expended for any other purpose, maintain all of the roads within the subdivision and such roads as may be platted in "Additional Lands" as defined in said Covenants, in such state of repair that a standard passenger car may travel said roads in comfort and without accumulating mud on its tires; then, secondly, to maintain the bridle trails as delineated on the aforesaid plat of the Subdivision and "Additional Lands" in such state that they are clear of weeds which are more than six inches in height and are free of muddy areas; the extent of maintenance to the described roads and bridle trails to include the maintenance and installation of such drainage facilities as are necessary to accomplish the foregoing basic standards.

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d. To landscape and care for wooded areas lying within the road easements of the Subdivision, removing and destroying grass, weeds and rodents therefrom, and any unsightly and obnoxious thing therefrom, and to do any other things, and perform any labor necessary or desirable in the judgment of the Board of Directors to keep the Subdivision neat and in good order and to maintain in good repair or condition any structure, sign or landscaping located within the Subdivision.

e. To pay the taxes and assessments, if any, which may be levied by any governmental authority upon the roadways and easements in the said property and any other open spaces maintained, and lands used or acquired for the general use of the owners of Lots (Estates) or Building Sites within the said property and on any property of the Association, or which may be held in trust for the Association.

f. To lay out as gardens and to landscape such areas as are reserved for the use of all owners within the Subdivision as the Association may deem fit and in particular the wooded medians of and the verges bordering the private roads in the Subdivision as such areas lie within the easement lines shown on the aforementioned plat or plats of the Subdivision.

g. To purchase, hire, or otherwise acquire and to build and construct and maintain and operate any equipment, plant, vehicles, machinery, tools, sheds, warehouses, machine shops and any other building, article or thing necessary or convenient for carrying out the purposes of the Association.

h. To fix the annual "Membership Fee" which shall be a charge or assessment to which the properties within the Subdivision or any part thereof shall be made subject; to collect the charges or assessments affecting the said property or any part thereof, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, and all licenses, franchise taxes, and governmental charges levied or imposed against the said property.

i. To borrow money either without security or secured by debenture, mortgage or other security charges on the undertaking or on all or any of the assets of the Association, including the annual contributions of the members, provided, however, that no such obligations shall be undertaken unless pursuant to a vote of a majority of the members of the Association.

j. To open and operate bank accounts and draw, accept and negotiate checks, bills of exchange, promissory notes and other negotiable instruments.

k. To pay for the examination and approval or disapproval of plans, specifications, color schemes, block plans and grading plans for any building, outhouse, garage, stable, fence, wall, retaining wall, or other structure of any kind which shall be erected, constructed, placed or maintained on the said property, or any part thereof, and for any alteration, condition, changing, repairing, remodeling or adding to the exterior thereof and for such supervision of construction and inspection as may be required to assure compliance therewith, including the services of architects and other persons employed to examine and advise upon such plans, specifications, color schemes, block plans, as such powers, rights and authorities are defined in the Covenants.

l. To pay all the costs, charges and expenses of establishment of the Association.

m. To do any and all lawful things which may be advisable, proper, authorized or permitted to be done by the Association under and by virtue of the Declaration of Reservations and Restrictive and Affirmative Covenants for Shadowalk Subdivision.

2. It is hereby declared that the objectives specified in each preceding paragraph shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where

otherwise expressed in such paragraph) by reference to or inference from the objects indicated in or the numerical position of any other paragraph or the name of the company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

(c) 1. Each owner of a lot (estate) or lots, within the Subdivision has, as a consideration for his Deed, agreed to become and, so long as he remains an owner, remain a member of this Association. Every owner of a lot (estate) subsequent to the Subdivider, (Subdivider is specifically excluded from an obligation to pay any such annual assessment), undertakes to pay to the Association an annual contribution towards the cost of providing the services set out above and of carrying out the other objects of the Association, such annual contribution to be assessed by the Association from time to time as described in the Covenants. One membership certificate shall be issued to the owner of each "Estate" delineated on the aforementioned plat as originally recorded or as revised from time to time by proper resubdivision or additions thereto. Each membership certificate shall entitle the holder thereof to one vote. Immediately upon the formation of this Association, each of the membership certificates evidencing membership in said Association shall be delivered to and become the property of the fee-simple title owner of each lot (estate) then platted. Coincident with the transfer of the fee-simple title to any lot (estate) to a new owner, said membership certificate shall be returned to the Association for cancellation and a new certificate shall be issued to the new owner. If a previous owner shall fail to return his membership certificate to the Association for cancellation and reissuance to a new owner, the Association shall, upon adequate proof of new ownership, cancel the membership certificate of the old owner and issue a new certificate to the new owner.

2. The liability of the members is limited to the amount of annual membership fee and to charges and assessments defined in the Reservations and Restrictive and Affirmative Covenants on file with the plats of Shadowwalk Subdivision.

(d) The directors of the corporation are to be selected in the following manner: The initial Board of Directors who shall be the three (3) Incorporators of the Association has been appointed by the Subdivider described in the Covenants and shall serve until the initial meeting of the Membership. At said initial meeting and thereafter, succeeding Boards of Directors shall be elected by a quorum of the membership at each annual general meeting. A quorum for all meetings shall be as set forth in the By-Laws of the Association. Thirty days prior to the expiration of the first one-year term, and annually thereafter, written notice shall be sent to all members setting forth the time and place of meeting of the general membership of the Association, such general meeting to be held no less than ten (10) days nor more than fifty (50) days from the sending of said notice. Said notice shall contain a proposed slate of Directors chosen by a nominating committee in accordance with the By-Laws, but also, at such general meeting, additional nominations for directors for the following year shall be received from the floor. Vote upon the nominees shall be by written ballot and those nominees receiving the highest number of votes shall constitute the Board of Directors for the ensuing year. The same procedure shall be followed from year to year. Officers shall be appointed by the Board of Directors at the first meeting of each new Board, in accordance with the By-Laws of the Association.



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(e) The post office address of the initial registered office is:

10560 Main Street, Suite 217-219, Fairfax, Virginia 22030.

The name of the County in which the initial registered office is located is Fairfax, Virginia. The name of its original registered agent is John D. Ringle who is a resident of Virginia, whose business office is the same as the registered office of the Corporation.

(f) The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as the initial directors are:

John D. Ringle 7700 Manor House Drive, Fairfax Station, Va. 22039

Mary Cole 12421 Henderson Road, Clifton, Va. 22024

Paul F. Donaldson Rt 1, Box 393, White Plains, Md. 20695

Dated: November 16, 1972

*[Signature of John D. Ringle]*  
John D. Ringle

*[Signature of Mary Cole]*  
Mary Cole

*[Signature of Paul F. Donaldson]*  
Paul F. Donaldson

Incorporators

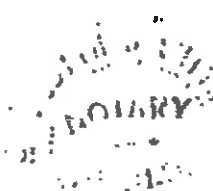
STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, Judith B. Smith, a Notary Public for the State and County aforesaid, do hereby certify that John D. Ringle, Mary Cole, and Paul F. Donaldson, whose names are signed to the foregoing Articles of Incorporation, bearing the date November 16, 1972, have acknowledged the same before me in the County and State aforesaid.

Given under my hand this 16th day of November, 1972.

*[Signature of Judith B. Smith]*  
Notary Public

My Commission expires: November 7, 1975



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**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

**AT RICHMOND,  
November 21, 1972**

The accompanying articles having been delivered to the State Corporation Commission on behalf of  
**Shadowalk Homes Association, Inc.**

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

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

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

**STATE CORPORATION COMMISSION**

By *Jennie Broadbent*  
Commissioner

**VIRGINIA:**

In the Clerk's Office of the **Circuit Court of Fairfax County**

The foregoing certificate (including the accompanying articles) has been duly recorded in my office this 21st day of Nov, 1972, and is now returned to the State Corporation Commission by certified mail.

*M. J. [Signature]*  
Clerk

**SHADOWWALK HOMES ASSOCIATION, INC.**

**P. O. BOX 174**

**FAIRFAX STATION, VIRGINIA 22039**

## **BY-LAWS**

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**AS REVISED AND APPROVED**

**By**

**MEMBERSHIP VOTE AUGUST 18, 2016**

**BY-LAWS  
of the  
SHADOWWALK HOMES ASSOCIATION, INC.**

**AUGUST 18, 2016**

**ARTICLE 1  
NAME AND LOCATION**

The name of the corporation is Shadowwalk Homes Association, Inc. (hereinafter the "Association"). The principal office of the Association is located in the County of Fairfax, State of Virginia, at such place as may be designated by the Board of Directors. The Association may have such other offices within the State as its Board of Directors may designate or as the business of the corporation may require.

**ARTICLE 11  
PURPOSE**

The purpose of the Association shall be to administer and enforce all the provisions of the Declaration of Reservations and Restrictive and Affirmative Covenants ("Declaration") of the Shadowwalk Subdivision, as filed and amended in the Public Records of Fairfax County, Virginia, and to otherwise act in accordance with the purposes enumerated in the Articles of Incorporation.

**Article 111  
MEMBERSHIP**

**1. Member**

Any natural person or legal entity who is record owner of a fee interest in any lot in Shadowwalk shall be a member of the Association. The Association shall have one class of members. The terms and conditions of membership shall be as herein stated in accordance with the Articles of Incorporation and Declaration. Membership shall continue for so long as said entity is record owner of such lot. Membership in the Association for all such owners is mandatory and may not be waived.

**2. Membership Voting**

Each member is entitled to one (1) vote for each buildable lot subject to assessment. If any lot is owned by more than one (1) person, then their one vote shall be cast as said owners may decide among themselves.

**3. Fees**

All members are responsible for the payment of the annual membership fee and for such other dues, charges and special assessments required or, permitted by the Declaration. Only those members who are in good standing with respect to such payments are entitled to-vote, serve on the Board of Directors, or serve on any of the Committees provided for-in Article V11.

#### 4. Death of a Member

If, upon the death of a member, his/her membership interest passes by will or intestate succession, the legatee or distributees of such member shall become a member to the extent of the decedent's interest and shall be liable for and entitled to all the rights and liabilities of the decedent.

#### 5. Transfer of Title

If a member desires to transfer his/her lot by inter vivos transfer, any person acquiring such lot interest shall automatically become a member upon recordation of an appropriate document among the Fairfax County, Virginia land records, and said new owner/transferee shall be liable for and entitled to all the rights and liabilities of his/her transferor.

### Article IV MEETINGS OF MEMBERS

#### 1. Annual Meeting

An annual meeting of the Association shall be held during the month of May in each year, for the purpose of electing Directors and for the transaction of such other business as may come before the members.

#### 2. Special Meetings

Special meetings of the members of the Association may be called by the President, the Board of Directors or not less than one-third of the members.

#### 3. Place of Meeting

The Board of Directors may designate any place within the County of Fairfax, State of Virginia, as the place for the annual meeting or for a special meeting.

#### 4. Notice of Meeting

As to the Annual Meeting and any Special Meetings, written notice stating the place, day, hour and purpose of such meeting shall be delivered or mailed to each member, not less than ten (10) nor more than fifty (50) days before the meeting, by-or at the direction of the President or other officer-or person calling the meeting. If such notice is mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the Association records, with postage prepaid thereon. Notice of the Annual Meeting shall contain a proposed slate of directors chosen by the Nominating Committee.

#### 5. Quorum

One-third of all voting members (as defined in Article III, Section 2, supra) shall constitute a quorum. If a quorum of members is not present at a meeting, such meeting shall be adjourned.

#### 6. Proxies

Any member may vote by proxy if such proxy is in writing, executed by the absent member, and voted by another member or an attorney-in-fact of such absent member. A proxy vote shall be counted as a present member for purpose of computing a quorum. No proxy

statement shall be valid for more than eleven (11) months following the date of its execution unless it expressly states otherwise.

7. Voting by Mail

Any action requiring a membership vote may be conducted by mail in such manner as the Board of Directors shall determine.

**Article V  
BOARD OF DIRECTORS**

1. Powers and Duties

The Board of Directors shall manage the business and affairs of the Association in accordance with the Articles of Incorporation and the Declarations.

2. Number and Qualifications

The Board of Directors shall consist of nine (9) Directors who shall be members of the Association. Bona fide adult permanent residents of Shadowwalk, who are related by blood or marriage to a member, are also eligible to serve as Directors. No more than one Director with an interest in any one lot may be elected to serve on the Board at the same time.

3. Election and Term of Office

Directors shall be elected at the Annual Meeting of the Association, for a term of three (3) years. Terms of the Directors shall be staggered. Directors may not serve more than two consecutive terms. The Nominating Committee shall submit a slate of candidates, and candidates may also be nominated from the Floor. A nominee shall be elected to the Board by vote of a majority of the members present at the meeting in person or by proxy.

4. Vacancies

Vacancies on the Board caused by any reason before the expiration of the three-year term shall be filled by a majority vote of the remaining Directors to serve until the next members' meeting at which Directors are elected.

Any Director may be removed for cause only by majority vote of the members present at a membership meeting.

In the event of any vacancy on the Board, such vacancy shall be filled as quickly as possible and in no event later than ninety (90) days after such vacancy occurs.

5. Quorum

A majority of the number of Directors specified in Article V Section 2, supra, shall constitute a quorum. 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.

6. Meetings

The Board of Directors shall hold a regular meeting within thirty (30) days of the annual membership meeting. The Board may also by resolution provide for such other regular meetings as deemed necessary. Special meetings of the board may be called by the President, Vice President, or a majority of the Directors.

## **7. Notice**

Notice of the time, place and purpose of all Board meetings shall be given to each Director, either in person, by telephone, by mail or in any other reasonable manner. Notice may be waived by any Director, and/or all Directors, either in writing or orally if the Director or Directors so affected consent.

In the event that it is not reasonable or practicable for the directors to meet in person, if all Directors consent, such meeting may be held by conference telephone call or in any other reasonable manner. In the event such procedure is used, the Board shall ratify such action taken by resolution, in writing, signed by each Director, at the next Board meeting. Any action so taken shall have the same effect as though taken at a Board meeting attended by the Directors.

## **8. Compensation**

Directors shall not receive compensation for their services, except that the Board by resolution may vote to reimburse such Director for any expenses incurred on behalf of the Association.

# **Article VI OFFICERS**

## **1. Officers**

The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may designate such other officers from time to time as necessary to carry out the business of the Association.

## **2. Election and Term of Office**

As the first order of business, at the first meeting of the Board after the annual meeting, the Board of Directors shall elect officers from the Board of Directors to one-year terms or until his or her successor is duly elected. Officers may serve consecutive terms, but no officer may be elected to more than one office concurrently.

## **3. Vacancies**

In the event that a vacancy occurs in an officer position, such position shall be filled by a majority vote of the Board of Directors, to serve the unexpired term of the officer replaced.

## **4. Removal**

Officers may be removed at the discretion of the Board by the majority vote of all the Board of Directors.

## **5. President**

The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He/she shall preside at all meetings of the members and of the Board of Directors. He/she may sign, with the

Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Association; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

#### 6. Vice President

In the absence of the President or in event of his/her inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

#### 7. Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause an annual certified audit of the Association books to be made by a certified public accountant at the completion of each fiscal year if requested to do so by the Board of Directors or a majority of the combined membership; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The cost of such bond shall be paid by the Association.

#### 8. Secretary

The Secretary shall record all votes, keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents, if required, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the office of Secretary; and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

### **Article VII COMMITTEES**

#### 1. Formation

The Board of Directors, by vote of a majority of the Directors, shall form, create and govern such standing committees and ad hoc committees as it from time to time deems necessary.



Such committees shall be formed and shall operate in accordance with these By-Laws, and shall be subject to control of the Board of Directors. The Board of Directors may delegate any of its power to a committee. Except as the Board of Directors or these By-Laws may otherwise determine, any such committee may make rules for the conduct of its business. All members of such committees shall hold such offices at the pleasure of the Board of Directors, and any committee member, including the chairman, may be removed by a majority vote of the total Board of directors. With the exception of committees which are required by the covenants governing Shadowwalk, the Board of Directors may abolish any such committee at any time. All committees shall keep adequate books and records; and such committees shall make reports to the Board of Directors upon request. All Committee action, which requires the expenditure of Association funds not included in the approved budget are subject to the prior review and approval of the Board of Directors. A quorum of any committee shall consist of a majority of its members.

## **2. Standing Committees**

The following Standing Committees of the Association are hereby established by and in accordance with these By-Laws:

### **(A) Nominating Committee**

The Nominating Committee shall consist of a chairman and two or more members appointed each year by the President of the Association from the Board of Directors at least ninety (90) days prior to the Annual Membership Meeting.

The President of the Association shall notify the members of the Association in writing (1) of the members of the Nominating Committee, (2) of the nominating and election procedure, and (3) shall extend an invitation to all Association members to contact the Nominating Committee if they desire to serve on the Board of Directors, the Architectural Approval Committee, or any other Association Committee.

### **(B) Architectural Approval Committee**

#### **(2) Powers and Duties**

The Architectural Approval Committee (AAC) shall be responsible (a) for the regulation of the exterior design and appearance of exterior improvements constructed or erected in Shadowwalk in accordance with the Declaration, and (b) for the maintenance and preservation of the Association's common areas.

#### **(1) Number and Qualifications:**

The AAC shall consist of five (5) members of the Association.<sup>1</sup> Bona fide adult permanent residents of Shadowwalk, who are related by blood or marriage to a member, are also eligible to serve on the AAC. No dues paying lot shall be simultaneously represented as both a member of the AAC and a voting member of the Board of Directors.

<sup>1</sup> Article V11.2 of the SHA By-Laws was amended to reduce the size of the AAC from seven (7) to five (5) by a unanimous vote of the membership at the 42<sup>nd</sup> Annual Meeting held August 18, 2016.

**(3) Election and Term of Office**

Members of the AAC shall be elected at the Annual Meeting of the Association, for a term of three (3) years. A member of this committee may not serve more than two consecutive terms. Terms of the committee members shall be staggered. The Nominating Committee shall submit a slate of candidates, and candidates may also be nominated from the floor at the Annual meeting of the Association. Nominees receiving the highest number of votes shall be elected to the AAC.

**(4) Vacancies**

Any vacancies in the AAC shall be filled by a majority vote of the Board of Directors. Such Committee member shall then serve the unexpired term. Any Committee member may be removed for cause only by a majority vote of the members of the Association, present at an annual or special membership meeting. In the event of any vacancy on the AAC, such vacancy shall be filled as quickly as possible and in no event later than ninety (90) days after such vacancy occurs.

**(5) Chairman**

The Chairman of the AAC shall be elected each year by the members of the AAC, subject to the approval of the Board of Directors. Such Chairman shall become an ex-officio member of the Board of Directors and may attend and participate in all Board of Directors meetings; however, such Chairman does not have the right to vote.

**(C) Bridle Trails Committee; Roads Committee; Grounds/Beautification Committee**

The Chairmen of these committees shall be appointed by the Board of Directors at the first Board of Directors meeting after the Annual Membership Meeting, for a one-year term. The Chairmen shall then select for that year their committee members. If the Chairmen are not elected members of the Board, such Chairmen will become ex-officio members of the Board and attend and participate in all Board meetings, however such Chairmen do not have the right to vote unless they are elected members of the Board.

**(D) Social Committee**

The Chairman and committee members shall be appointed by the Board of Directors at the first Board of Directors meeting after the Annual Membership Meeting.

**Article VIII  
FINANCE AND DUES**

**1. Dues Increase**

The annual membership dues can only be increased by a majority vote of the total members of the Association at an annual membership meeting or a special membership

meeting called for this purpose. All annual and special assessments shall be fixed at a uniform rate for all lots in Shadowalk.

## 2. Special Assessments

Special assessments may be levied by a majority vote of the total membership of the Association at any duly called Annual or Special membership meeting.

## 3. Collection

Following the establishment of dues as set forth above, the Board shall set due dates and establish such measures of collection as in its reasonable discretion shall appear appropriate. In the event Annual Membership dues or any Special Assessments are not paid within thirty (30) days of this due date, the Board may assess and collect interest, costs, late charges, and reasonable attorney's fees (in addition to said dues or special assessment) from the delinquent member. The board may also file a lien against the delinquent member's lot.

## 4. Borrowing Funds

The Association may borrow funds on behalf of the Association, but only upon a majority vote of the total membership of the association at any duly called annual or special membership meeting.

## 5. Budget

The Board of Directors shall annually prepare and submit a proposed budget for the coming year to the membership at the Annual Membership Meeting, which budget must be approved by a majority of the members present at the meeting.

## **Article IX INDEMNIFICATION**

The Association shall have the right, but not the obligation, to indemnify each officer and director of the Association now or hereafter serving against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served as a director or officer, or by reason of any action alleged to have been taken, omitted or neglected by him or her as such director or officer, and the corporation shall reimburse each such person for all legal expenses reasonably incurred by him or her in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability arising out of his or her willful misconduct or gross negligence. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any director or officer of the corporation may otherwise be entitled to by law.

**Article X**  
**UNENFORCEABLE PROVISIONS**

1. Ruled Unenforceable

In the event that any term or provision of these By-Laws are held invalid, unlawful or unenforceable by a court of law having competent jurisdiction, only those terms so held shall be void, and the remaining terms and provisions of these By-Laws shall be fully enforceable and valid.

2. Conflict

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

3. Interpretation

The Board of Directors will be the sole authority to interpret these By-Laws.

**Article XI**  
**AMENDMENTS TO BY-LAWS**

These By-Laws may be amended at an Annual Membership Meeting or a special meeting of the members called for that purpose by a majority vote of the members present, in person or voting by proxy, provided that the required written notice is given of the intention to amend the By-Laws at such meeting.

**Shadowwalk Homes Association**  
**Supplemental Appearance Standards**

(Updated 11/21/2017)

For the complete rules and regulations of the Association, please see the Articles of Incorporation, Covenants and By-Laws.

**Principal Building Design Objectives**

1. Dwelling Placement
  - a. In addition to the specific setback specified in the association Covenants, buildings should be sited at reasonable distances adjoining building sites and existing homes.
  - b. Building placement shall consider the visual outlooks of existing homes so as not to interfere with their principal views from living areas. In difficult situations, landscape buffers may be required.
  - c. Garage and service areas shall not front or face the principal visual approach to the dwelling.
2. Architectural Style.
  - a. The use of an architect or building designer is encouraged.
  - b. Duplication or similarity of exterior designs already present in Shadowwalk will not be permitted.
  - c. Saturation of a neighborhood with a specific architectural style (e.g. Colonial) will be avoided through tasteful variation of building elements and massing.
  - d. The architectural style of the house should encompass the entire structure. "Façade front" tract-type houses will not be permitted.
3. Building Materials
  - a. Normally accepted exterior finishes include brick, stone and wood used in good taste.
  - b. Colors and textures shall be unifying and harmonizing. Earth and/or natural tones are encouraged.
  - c. Prefinished exterior wall finishes such as aluminum or vinyl-covered boards are discouraged. Exposed concrete block is not permitted.
  - d. Metal sheds are not permitted.

It is the Architectural Approval Committee's desire that maximum understanding of these goals and objectives be conveyed to prospective homeowners. Therefore, you or your architect or building designer are encouraged to carefully review the Covenants and published guidelines of the AAC, as well as to communicate preliminary designs to the Committee in order to avoid any misunderstanding.

## **Estate Lot Frontages**

1. Grass Area
  - a. Grass must not exceed 6 inches in height.
  - b. Frontages and roads will be kept reasonably leaf free so as to allow grass to grow, minimize leaves blowing into neighbors' yards, and keep culverts from becoming clogged.
  - c. In order to maintain road safety, we request all stumps must be removed or cut to ground level and tree debris should be removed from frontages and islands in a timely manner.
  - d. Trees over 4" in diameter should not be allowed to encroach on the roadway, to impede traffic or visibility.
  - e. Landscaping plants and shrubbery, including the area between the fence line and the road need not be approved. However, landscaping may be required as a buffer for structures such as back-up generators, etc.
2. Fence Lines
  - a. All estate frontages must have a fence line composed of Rustic 3-rail split-rail fencing.
  - b. Fence lines must be continuous, except for bridle trail access, unless a waiver is given by the AAC.

## **Signage Policy**

1. Realtor Signs  
Real estate sale/rent signs may only be placed in front of the residence for sale or rent. There shall be no real estate signs at the front entrance, except on the day and during the hours of an open house.
2. Security Signs  
Security signs are acceptable as long as they are small in nature and are placed at the entrance to the property.
3. Construction or Service advertising Signs  
Construction or service advertising signs are not allowed either at the front entrance or on the frontage of any residence.
4. Direction Signs  
Signs to provide direction for social events (weddings and parties) or estate/garage sales are allowed only on the day of the event and are to be removed immediately after the event.

(Signage Policy adopted by the Shadowwalk board of Directors – November 13, 2002)

### **Fence Inspection and Repair Policy**

As has been the practice in the past, inspections will be conducted on a monthly basis. The inspection will be on the first Sunday morning of each month. The sign at the entrance will be a reminder of the upcoming inspection. The results of the inspection will be sent by e-mail to each member.

Members who need to repair their fence will be sent an e-mail advising them of the number and general location of rails and/or posts that need to be repaired and/or replaced. The member will have until the next monthly inspection to correct the deficiencies. If the deficiencies have not been corrected by the next inspection, the Board will contract with a vendor to make the repairs, and the Association will invoice the member for the cost of the repairs plus a \$100 surcharge. It is the responsibility of the member to reimburse the Association in accordance with the Covenants.

(Fence Inspection Policy adopted by the Shadowwalk Board of Directors – October 17, 2005)

### **Policy for the location of Back-Up Generators**

The location of a backup electric generator is subject to Architectural Approval Committee (AAC) approval.

Generators must be placed according to the lot line setback requirements of the covenants and positioned and screened with landscaping to minimize it being viewed from the road or adjoining properties, preferably at the rear of the lot behind the house.

(Back-Up Generator Location Policy adopted by the Shadowwalk Board of Directors – March 15, 2006)

### **Preservation of the natural Beauty**

Fairfax County is committed to maintaining the quality of our natural environment. As a result, there are regulations which address the clearing of land (including the cutting of trees). All properties in the county require a permit before clearing areas greater than 2,500 square feet (about 1/20th of one acre).

Many of the lots located in Shadowwalk contain Resource Protection Areas that are governed by the Chesapeake Bay Preservation Ordinance. Clearing of even small areas within these areas requires a permit or letter of permission. A good map of the properties affected can be found by searching for the "Digital Map Viewer" on the [fairfaxcounty.gov](http://fairfaxcounty.gov) website, and type in your address. See "The Code of the County of Fairfax Virginia 1976", Chapter 118-3-3 for more information.

**Shadowalk Homes Association  
Board Of Directors Meeting  
Thursday July 16, 2020**

1. On Thursday July 16, 2020 at 7:00pm a meeting of the Shadowalk Homes Association Board of Directors was held by tele/video conference.
2. Directors in attendance: James Edwards, Art Follansbee, Cedric Leighton, Ann Kreyenhagen, Pete Schmitz, Wendy Rosen, Nalini Mummalaneni. Also in attendance were: Geoff Levine and Elizabeth Assink.
3. James Edwards called a vote to approve minutes of the June 18, 2020 meeting, approval was unanimous.
4. Treasurer's Report: Dues have been received from all but two owners. Deadline has been extended to end of July so no action is necessary at this time. See Attachment 1 for July income statement.
5. Old Business: The Motion to adopt an express covenant to limit short-term rentals in Shadowalk was discussed. A committee consisting of Nalini Mummalaneni, Wendy Rosen, and Cedric Leighton was formed to investigate this subject further for consideration at the next BoD meeting.
6. James Edwards stated, in future, all contracts must be submitted at least two weeks prior to a BoD meeting for consideration and vote.
7. James Edwards moved to ratify the decision to have only two officers authorized for bank transactions (President and Treasurer). The motion was seconded by Peter Schmitz and passed unanimously.
8. James Edwards moved to ratify the decision to build and install the Shadowalk Little Free Library. The motion was seconded by Ann Kreyenhagen and passed unanimously.
9. Grounds and Beautification report: The landscaping contract for the front entrance requires amendment for work to be done in September. The price will remain the same and the contract will be available for the August BoD meeting.
10. Roads committee report: A road maintenance contract format was distributed for review in preparation for fall repair work.
11. Communication Committee report: BoD meeting agenda distributed.
12. Architectural Approval Committee report: Todd Harmer was not present to report. A written report is included as Attachment 2.
13. Bridle Trails Committee report: Entire power line was bush-hogged. A soft spot near Rosen property is being worked on.
14. Social Committee report: The Little Library is in progress and a Shadowalk Library logo is completed. The project is on time, under budget and should be completed in early August.
15. New Business: The agenda item to discuss a covenant change to limit remodeling construction completion time was postponed to be concurrent with the consideration to limit short-term rentals.
16. Wendy Rosen suggested installing a sign at the community entrance to encourage slower and more cautious driving through the neighborhood. Wendy will investigate sign options for the next meeting.
17. The motion to adjourn was made by James Edwards, seconded by Cedric Leighton and approved unanimously



**Shadowalk Homes Association  
Board Of Directors Meeting  
Thursday July 16, 2020**

18. Meeting adjourned.

Respectfully submitted,



Peter Schmitz  
SHA Secretary

Date 8/22/20



James Edwards  
SHA President

Date 8/22/2020

# Attachment 1

Cash Basis

7/15/2020

## Shadowwalk Homes Association, Inc. July 15, 2020 Income Statement

		Current Period 6/18/2020 7/15/2020	YTD 5/1/2020 7/15/2020	Approved FY 2020-21 Budget
<b>Revenue</b>				
	HOA Dues	48,000.00	75,000.00	77,000.00
	Interest	269.01	545.88	500.00
	Disclosure Packets	50.00	50.00	200.00
	Penalty Receipts	-	-	-
	<b>Total Revenue</b>	<b>48,319.01</b>	<b>75,595.88</b>	<b>77,700.00</b>
<b>Operating Expenses</b>				
	Admin	(150.00)	(150.00)	(500.00)
	Bridle Trails	-	-	(500.00)
	Dominion Energy	-	-	(200.00)
	Grounds and Beautification	-	(332.00)	(6,000.00)
	Insurance	(3,862.00)	(3,862.00)	(4,000.00)
	Legal	-	-	(3,500.00)
	Printing and Postage	(105.13)	(105.13)	(500.00)
	Reserve Study	-	-	-
	Road and Culvert Maintenance	-	-	(17,880.00)
	Snow Removal	-	-	(13,000.00)
	Social	-	-	(500.00)
	Website	-	-	(500.00)
	<b>Total Op. Expenses</b>	<b>(4,117.13)</b>	<b>(4,449.13)</b>	<b>(47,080.00)</b>
<b>Capital Repair Expense</b>				
	Road Repaving	-	-	-
	Front Entrance	-	-	-
	<b>Total Cap. Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Total Cash Out</b>	<b>(4,117.13)</b>	<b>(4,449.13)</b>	<b>(47,080.00)</b>
<b>Net Income</b>		<b>44,201.88</b>	<b>71,146.75</b>	<b>30,620.00</b>

Operating Account:	45,135.81
Roads Reserve Fund:	<u>226,620.00</u>
<b>Total Assets</b>	<b>271,755.81</b>

# Attachment 2

## Architectural Approval Committee Report July 2020

Chair: Todd Harmer

Members: Marcel Assink, Leslie Crowder, Ed Gibson, Billy Thompson

### Activity since previous Board of Directors Meeting

1. Received request from Cadric Leighton for a greenhouse project at 8218 Copperglow Trail (Section I / Estate 17) for review and consideration of Architectural Approval Committee—approved 5-0 with approval letter emailed to homeowner.
2. Received request from Ann & Scott Kreyenhagen for a patio improvement project at 8109 Wildflower Dr (Section II / Estate 11) for review and consideration of Architectural Approval Committee—approved 5-0 with approval letter emailed to homeowner.
3. Received request from Social Committee Chairs Elizabeth and Marcel Assink for a Shadowwalk Homes Association Common Area "Little Free Library" for review and consideration of Architectural Approval Committee; the structure will be sited near the bus stop at the main entrance with permission from the landowner (Perez Section I / Estate I)—approved 5-0 with approval letter emailed to social committee.
4. Received request from Scott Peterson & Lynn Chambers for a deck replacement project at 10716 Shady Run Trail (Section III / Estate 16) for review and consideration of Architectural Approval Committee—approved 5-0 with approval letter emailed to homeowner.
5. Performed monthly Fence Check on July 11<sup>th</sup> – 12<sup>th</sup>; sent report to homeowners via email for corrective action; next fence scheduled for Sunday, August 2<sup>nd</sup>.

\*\*\*\*\*Last Item\*\*\*\*\*

Submitted by: T. Harmer (July XX, 2020)

**Shadowwalk Homes Association  
Board Of Directors Meeting  
Thursday August, 2020**

1. On Thursday August 20, 2020 at 7:00pm a meeting of the Shadowwalk Homes Association Board of Directors was held by tele/video conference.
2. Directors in attendance: James Edwards, Art Follansbee, Cedric Leighton, Ann Kreyenhagen, Chris Virusky, Jarad Walega, Pete Schmitz, Wendy Rosen, Nalini Mummalaneni. Also in attendance were: Geoff Levine, Elizabeth and Marcel Assink, Casandra Roberts.
3. James Edwards moved to accept minutes of the July 16, 2020 meeting, seconded by Peter Schmitz, approval was unanimous.
4. Treasurer's Report: All annual dues have been paid. \$495.42 of the \$500 Social budget was spent. See Attachment 1 for August income statement.
5. Old Business:
  - a) The committee to investigate the express covenant to limit short-term rentals in Shadowwalk had no update. Further discussion was tabled until the next BoD meeting, at which point, it will be voted on or removed from consideration.
  - b) Discussion on a covenant change to limit remodeling completion time determined it needs to be considered at the annual (or special) meeting.
  - c) Front entrance contract is ready for vote (See Attachment 2).
  - d) James Edwards moved we accept the Front Entrance Beautification proposal, seconded by Cedric Leighton, unanimously accepted.
  - e) The Little Library was completed with \$4.58 left in the budget and is now in operation.
6. Roads committee report: There were no comments or objections to the sample Road Maintenance Contract. There has been no damage to roads in spite of the large amount of rain lately. One culvert was clogged but no damage was done. Home improvements at the Perez property has caused road damage. James discussed this with the contractor and determined they have an acceptable plan to repair the damage.
7. Grounds and Beautification report: Glass from trash haulers and general litter has been appearing lately on the roads. Cedric suggested asking neighbors to keep an eye out for the glass after trash pick-up and to discourage littering.
8. Communication Committee report: Notices for the Little Library were distributed.
9. Architectural Approval Committee report: A request for roofing change/replacement was made by and approved for the Peterson/Chamberlain property on Sandy Run Trail.
10. Bridle Trails Committee report: In the absence of the committee chair, James stated there are the usual water problem areas on the trails with all the rain we've had.
11. Social Committee report: Elizabeth thanked everyone for the help and support in getting the Little Library in operation.
12. New Business:
  - a) James clarified/reaffirmed trees are the homeowners responsibility.
  - b) Marcel and Elizabeth Assink requested the board review the options for enforcing the covenant 14 Firearms Safety that states "no firearm shall be discharged within the subdivision" as it is being violated. The Board President agreed the board would discuss options after he discussed it with the local police community liaison.

**Shadowwalk Homes Association  
Board Of Directors Meeting  
Thursday August, 2020**

13. The motion to adjourn was made by James Edwards, seconded by Chris Virusky and approved unanimously
14. Meeting adjourned.
15. The next BoD meeting will be September 17, 2020.

Respectfully submitted,



Peter Schmitz  
SHA Secretary

Date 9/19/20



James Edwards  
SHA President

Date 9/19/2020

# Attachment

1

Cash Basis

8/20/2020

**Shadowwalk Homes Association, Inc.  
Aug 20, 2020 Income Statement**

		Current Period 7/16/2020 8/20/2020	YTD 5/1/2020 8/20/2020	Approved FY 2020-21 Budget
<b>Revenue</b>				
	HOA Dues	2,000.00	77,000.00	77,000.00
	Interest	280.37	826.25	500.00
	Disclosure Packets	-	50.00	200.00
	Penalty Receipts	-	-	-
	<b>Total Revenue</b>	<b>2,280.37</b>	<b>77,876.25</b>	<b>77,700.00</b>
<b>Operating Expenses</b>				
	Admin	-	(150.00)	(500.00)
	Bridle Trails	-	-	(500.00)
	Dominion Energy	(110.00)	(110.00)	(200.00)
	Grounds and Beautification	(332.00)	(664.00)	(6,000.00)
	Insurance	-	(3,862.00)	(4,000.00)
	Legal	-	-	(3,500.00)
	Printing and Postage	-	(105.13)	(500.00)
	Reserve Study	-	-	-
	Road and Culvert Maintenance	-	-	(17,880.00)
	Snow Removal	-	-	(13,000.00)
	Social	(495.42)	(495.42)	(500.00)
	Website	-	-	(500.00)
	<b>Total Op. Expenses</b>	<b>(937.42)</b>	<b>(5,386.55)</b>	<b>(47,080.00)</b>
<b>Capital Repair Expense</b>				
	Road Repaving	-	-	-
	Front Entrance	-	-	-
	<b>Total Cap. Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Total Cash Out</b>	<b>(937.42)</b>	<b>(5,386.55)</b>	<b>(47,080.00)</b>
	<b>Net Income</b>	<b>1,342.95</b>	<b>72,489.70</b>	<b>30,620.00</b>

Operating Account:	46,478.76
Roads Reserve Fund:	226,620.00
<b>Total Assets</b>	<b>273,098.76</b>

# Attachment

2

Landscaping Works & Services- LLC



5822 Riverside DR Woodbridge VA 22183  
PH: 571-722-5485 Email: LWS2004@gmail.com  
Person to contact: JAVIER CHICAS

---

Customer Address:

Shadowak Home Association SHH  
P O BOX 174 Fairfax Station VA 22034  
[Date: 8/4/2020]

---

Description of work to be performed

- 1: Remove 2 boxwoods
- 2: Cut and remove slope as the customer has marked
- 3: Expand daffodile beds as the customer has marked
- 4: Augment 2 groups
- 5: Remove all fountain grass and save 3 to be reinstalled beside the community sign
- 6: Install 30 m<sup>2</sup>
- 7: I will bring 10 bags of leaf grow and 10 bags of topsoil to mix it with existing soil to enhance the ground for a better result for planting
- 8: I will bring one yard of mulch to cover all disturbed areas

To perform the this job as I have described above will have a charge of \$125.00

---

Bus Stop side

- 1: Remove all grasses around the border stones and just leave 3 clumps of grasses.

Job to be perform will have a charge of \$210.00

Contract updated on 8/4/2020

Work referred to herein will be scheduled only upon receiving the signed proposal. This proposal shall be accepted on a per item basis, and is valid for 30 days after the issue date. Payment is due upon receipt the invoice.

---

### Acceptance of proposal:

All the above prices, specifications, terms, conditions and guarantees are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined in this proposal.

Customer signature: *[Handwritten Signature]* Once approved by the customer, submitted by Javier Chicas. Work will be scheduled to begin on 8/21/2020, weather permitting.

*[Handwritten Signature]*  
8/21/2020

8-4-2020

**Shadowwalk Homes Association  
Board Of Directors Meeting  
Thursday Sept 17, 2020**


1. On Thursday September 17, 2020 at 7:00pm a meeting of the Shadowwalk Homes Association Board of Directors was held by tele/video conference.
2. Directors in attendance: James Edwards, Art Follansbee, Cedric Leighton, Chris Virusky, Jarad Walega, Pete Schmitz, Wendy Rosen, Nalini Mummalaneni. Also in attendance were: Geoff Levine, Todd Harmer, Elizabeth and Marcel Assink, Chris Laux.
3. Minutes of the Aug 20, 2020 meeting were unanimously approved.
4. Treasurer's Report: See Attachment 1 for August income statement.
5. Old Business:
  - a) Discussion on the express covenant to limit short-term rentals in Shadowwalk was tabled until the next BoD meeting.
  - b) An express covenant change to limit remodeling completion time was determined to be unnecessary as remodeling was added to the new build requirements in a previous change.
  - c) James Edwards restated tree maintenance is the responsibility of the home owner and island maintenance responsibility is shared between adjacent home owners.
6. Roads committee report: Side roads are mostly free of cracks. Main roads (Shadow, Woodland Hills, Dominion Valley) require crack repair. We have a proposal for repair similar what has been done previously to address the cracks. A second proposal is expected within the next 2 weeks when a decision needs to be made in order to have a contract ready for vote at the next BoD meeting.
7. Grounds and Beautification report: Front entrance work will begin on 9/21 (Monday). In preparation for that work, some plants remain available on a first-come, first-serve basis to members of the community. They can remove plants as directed by Debbie Yaga or Laura Lanier on Saturday (9/19), between the hours of 9 am - 12 noon. Also, Grounds and Beautification is looking for 30-36 Iris bulb donations. Contact Debbie Yaga to coordinate Iris bulb donations pickups on Saturday and Sunday. There has been an increase in dog waste left on our roads in the last few days. Neighbors may need to confront those who don't comply.
8. Communication Committee report: Requests to Wendy for neighborhood wide email communications should be copied to James Edwards.
9. Social Committee report: In the month or so the Little Library has been operational, 50 books have been signed out and 30 added. 178 titles can be accessed virtually. The local magazine "Neighbors at Fairfax Station" was interested in including information on Shadowwalk. The general response was this may be too public for the communities preferences.
10. Architectural Approval Committee report: The next Fence Check is 4 Oct. It may be necessary to send a letter to a household in consistent non-compliance with fence maintenance requirements. James Edwards and Todd Harmer to draft a letter.
11. WEB Committee: The Web committee still needs help. Pete Schmitz volunteered to reach out to Ryan Opsitos.
12. Snow Committee: The snow contract will be the same as in prior years and will be available for review in preparation for the next BoD meeting.
13. New Business:



**Shadowalk Homes Association  
Board Of Directors Meeting  
Thursday Sept 17, 2020**

- a) Firearms Discharge: A crime prevention officer will join us in the next BoD meeting. Proposed questions are requested to be submitted to James Edwards in the next two weeks to allow the officer time to prepare.
  - b) Flag Disposal: James will produce a letter with info on Flag Disposal (new trash removal company) to inform the community and address frequently asked questions. A contract should be signed within the next couple weeks. Suggestions for information include recycle rules (what can be recycled) and if we can expect new receptacles.
  - c) Snow Management Corp-see Snow Committee report
  - d) Seasonal Homeowner Reminder: James to draft a letter to remind neighbors of upcoming seasonal concerns including: Reminder of bow hunting season and appropriate information from the "Urban Archer Season" document. Reminder of leaf maintenance and outdoor burning safety and laws.
  - e) Additional Speed Control Signs: The speed sign located on Dominion Valley in front of the Pellegrin's house was changed to include the speed limit on both sides. James presented several signs that could be posted to warn drivers to watch their speed, to be aware of the bus stop and children's presence. No decision was made as to what will be done regarding these.
14. The motion to adjourn was made by James Edwards, seconded by Peter Schmitz and approved unanimously
15. Meeting adjourned.
16. The next BoD meeting will be Thursday, October 15, 2020.

Respectfully submitted,

  
Peter Schmitz  
SHA Secretary

Date 10/22/20

  
James Edwards  
SHA President

Date 10/22/2020

# Attachment

1

Cash Basis

8/20/2020

**Shadowwalk Homes Association, Inc.  
Aug 20, 2020 Income Statement**

		Current Period 7/16/2020 8/20/2020	YTD 5/1/2020 8/20/2020	Approved FY 2020-21 Budget
<b>Revenue</b>				
	HOA Dues	2,000.00	77,000.00	77,000.00
	Interest	280.37	826.25	500.00
	Disclosure Packets	-	50.00	200.00
	Penalty Receipts	-	-	-
	<b>Total Revenue</b>	<b>2,280.37</b>	<b>77,876.25</b>	<b>77,700.00</b>
<b>Operating Expenses</b>				
	Admin	-	(150.00)	(500.00)
	Bridle Trails	-	-	(500.00)
	Dominion Energy	(110.00)	(110.00)	(200.00)
	Grounds and Beautification	(332.00)	(664.00)	(6,000.00)
	Insurance	-	(3,862.00)	(4,000.00)
	Legal	-	-	(3,500.00)
	Printing and Postage	-	(105.13)	(500.00)
	Reserve Study	-	-	-
	Road and Culvert Maintenance	-	-	(17,880.00)
	Snow Removal	-	-	(13,000.00)
	Social	(495.42)	(495.42)	(500.00)
	Website	-	-	(500.00)
	<b>Total Op. Expenses</b>	<b>(937.42)</b>	<b>(5,386.55)</b>	<b>(47,080.00)</b>
<b>Capital Repair Expense</b>				
	Road Repaving	-	-	-
	Front Entrance	-	-	-
	<b>Total Cap. Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Total Cash Out</b>	<b>(937.42)</b>	<b>(5,386.55)</b>	<b>(47,080.00)</b>
	<b>Net Income</b>	<b>1,342.95</b>	<b>72,489.70</b>	<b>30,620.00</b>

Operating Account:	46,478.76
Roads Reserve Fund:	226,620.00
<b>Total Assets</b>	<b>273,098.76</b>

**Shadowalk Homes Association  
Board Of Directors Meeting  
Thursday October 15, 2020**

1. On Thursday October 15, 2020 at 7:30pm a meeting of the Shadowalk Homes Association Board of Directors was held by tele/video conference.
2. Directors in attendance: James Edwards, Art Follansbee, Cedric Leighton, Chris Virusky, Jarad Walega, Wendy Rosen, Nalini Mummalaneni, Ann Kreyenhagen, and Pete Schmitz. Also in attendance were: Geoff Levine, Todd Harmer, Debby Rotter, Joe Musella, Venkat Mummalaneni, Elizabeth and Marcel Assink, Charlotte Follansbee, and Allison Walega.
3. Pete Schmitz moved to approve September 17, 2020 BoD meeting minutes, seconded by James Edwards, unanimously approved.
4. Treasurer's Report: Financial report is not yet complete and will be provided in the next BoD meeting.
5. Old Business:
  - a) Express covenant to limit short-term lodging in Shadowalk: The committee submitted their report recommending adding a clause to limit short-term lodging. See Attachment 1. James Edwards moved to vote on introducing the proposed covenant change for community vote at the annual meeting, seconded by Cedric Leighton, unanimously approved.
  - b) Crack sealing contract approval: Ann Kreyenhagen moved we approve the proposed contract provided contract date is updated, seconded by Jared Walega, unanimously approved. See Attachment 2.
  - c) Flag Disposal update: A letter went out to the community from Flag disposal to inform everyone of their services and cost. James asked that everyone respond to Flag Disposal to arrange their service. Flag has and will continue to pick up trash as this transition occurs.
  - d) Snow Management update: We have a verbal 2 year service agreement with written coming soon.
  - e) Seasonal Homeowner Reminder Memo: Neighborhood concerns are being addressed and a memo will be published.
6. Roads committee report: Road repair contract is "good to go".
7. Grounds and Beautification report: Nothing new.
8. Communication Committee report: Nothing new.
9. WEB Committee: Currently in the process of moving documents to a more secure location on the web. A more detailed explanation will be provided at the next BoD meeting.
10. Architectural Approval Committee report:
  - Performed monthly Fence Check on October 4th; sent report to homeowners via email; next fence scheduled tentatively for Sunday, November 1<sup>st</sup>.
  - Received request from Karen Hannon for a home improvement project to replace vinyl trim siding with wood of same color at 10305 Dominion Valley Dr. (Section II / Estate 18) for review and consideration of Architectural Approval Committee—approved 5-0 with approval letter emailed to homeowner.
  - Received request from Michael & Lilly Grimm to site a storage shed on the property at 8108 Vista Point Lane (Section II / Estate 6) for review and consideration of Architectural Approval Committee—approved 5-0 with approval letter emailed to homeowner.
11. Snow Committee: Awaiting written Service Agreement.

**Shadowalk Homes Association  
Board Of Directors Meeting  
Thursday October 15, 2020**

- 12. Trails Committee: Nothing new.
- 13. Social Committee report:
  - The food drive raised about 550lbs of food and \$600.
  - The new welcoming team is putting together baskets for new neighbors.
  - The little free library is active and doing well: about 5-10 books come in and leave each week. The featured cookbooks are very popular.
- 14. New Business:
  - a) Letter to homeowners discussion: Intent and content of the Seasonal Homeowner Reminder Memo was discussed. A Memo will be written for presentation at the next meeting.
  - b) Additional speed control signs: James is putting up a "Slow down" sign.
- 15. The motion to adjourn was made by James Edwards, seconded by Cedric Leighton and approved unanimously
- 16. Meeting adjourned.
- 17. The next BoD meeting will be Thursday, November 19, 2020.

Respectfully submitted,



Peter Schmitz  
SHA Secretary

Date 12/18/20



James Edwards  
SHA President

Date 12/18/2020

**Attachment**

1 pgs 1 & 2

***Short Term Lodgings***



SHA Committee Report  
October 2020

***Short-term lodging (STL)***

- Rentals for less than 30 days
  - does NOT apply to
    - standard rentals
    - pre/post occupancies as part of estate transfers
- Property listed on websites like Airbnb, Vrbo
- Examples: daily, weekend, weekly rentals, etc.

## **Attachment**

1 pgs 3 & 4

### ***Fairfax County Developments***

- Until 2018, Fairfax county did **NOT** permit STL in single family dwellings
- October 2018 – Fairfax County introduced STL ordinance and **amended** related zoning ordinances to permit STL in single family dwellings

### ***SHA Intent***

- SHA Covenants last updated in 2014
  - Fairfax county passed STL ordinance and amendments to zoning ordinances to permit STL, **necessitating** amendments to our Covenants.
  - Committee Recommends:
    - Add a new clause (Clause 24) prohibiting STL
- 24. SHORT-TERM LODGING**  
Short-term lodging (rental of a dwelling for less than 30 days) shall not be allowed on any estate.

# Attachment

2 pg 1

### Contract for Shoulder Stone and Permanent Crush Paving Work for Shawmut Roads

This Contract (the "Contract") is made this day 9/11/22 (date) by and between WINDY TAG, hereinafter referred to as "Contractor" who desires to provide services to Shawmut Housing Association, Foster Station Village, 2020, hereinafter referred to as "Owner," who desires to obtain such services. In consideration of the mutual promises set forth below, the parties agree as follows:

1) **Scope of Work:** Contractor will provide all materials, equipment, and labor to install stone and/or other approved, crush paving material on Shawmut roads in areas determined by the Owner. Work to be performed pursuant to contract 1001 2020.

2) **Contract Price:** The Owner shall pay the Contractor as indicated below:

1) **Shoulder Stone** 204 Stone Paved & Detail - 65¢ / sq ft  
Large Stone (4'-4") - Paved & Detail - 75¢ / sq ft

A copy of the weight ticket for each truck load of stone shall be furnished to the Owner at the end of each work day. The total contract price, not to exceed \$100,000, will be calculated from the actual amount of material delivered at the above stated unit prices for each stone size.

3) **Crack Filling and Sealing:**

The amount of material to be used for crack filling and sealing shall be determined by the Owner. The Contractor shall be compensated at the rate of \$1.00 per foot, not to exceed \$10,000.

4) **Performance Bond:**

The Contractor shall be required to provide a performance bond during the month of September 2022 and shall be completed no later than October 31, 2022, in the amount required by Shawmut and 2020 and Contractor.

5) **Payment:**

Payment of the contract price shall be made within sixty days following satisfactory completion of all work.

6) **Force Majeure:**

The Contractor shall be held responsible for any delay during all work periods.

7) **Assignment:**

# Attachment

2 pg 2

Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees. Prior to commencing work, Contractor will provide a certificate of insurance which will include workers' compensation and vehicle insurance verification which shall name Skidwell Harwin Association as an additional insured.

### 7) Subcontractors

Contractor shall not engage a subcontractor to perform any work under this contract.

### 8) Clean Up

Contractor shall break down all affected roads, daily, and compact the stone staging areas following placement in such area.

### 9) Modifications

Any changes to contract shall be in writing and signed by both Owner and Contractor.

### 10) Arbitration

All disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

### 11) Warranties

Contractor warrants against any defects in materials or workmanship for a period of one year after completion for no additional cost to Owner.

### 12) Assignment

This Contract constitutes the entire Contract of the parties, and there are no other promises or conditions in any other contract, whether oral or written, concerning the subject matter of this Contract. Any amendments must be in writing and signed by both parties. This Contract binds all parties and any prior written or oral agreements between the parties.

### Contractor

By: [Signature]

Printed Name: Steve RUSSELLSON

DATE: 9/11/20

### OWNER/PROPERTY REPRESENTATIVE

By: \_\_\_\_\_

DATE: \_\_\_\_\_



# Attachment

2 pg 3

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\_\_\_\_\_  
President  
REV September 1, 2020      shoulder stone work contract April 13, 2019 (file)



**Shadowwalk Homes Association  
Board Of Directors Meeting  
Thursday December 17, 2020**

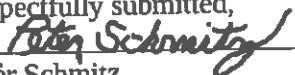
1. On Thursday December 17, 2020 at 7:00pm a meeting of the Shadowwalk Homes Association Board of Directors was held by tele/video conference.
2. Directors in attendance: James Edwards, Ann Kreyenhagen, Art Follansbee, Cedric Leighton, Chris Virusky, Jarad Walega, Wendy Rosen, and Pete Schmitz. Also in attendance were: Elizabeth and Marcel Assink, Howard & Sophie Hoffman, Dennis & Betty Ann Rose, Ryan Opsitos, and Todd Harmer.
3. October 15, 2020 BoD meeting minutes were unanimously approved.
4. Treasurer's Report:
  - o \$1,201 paid for front entrance Grounds & Beautification
  - o \$25 admin for annual report
  - o \$224.34 in interest income
  - o Road reserve has a \$226,620 balance
  - o Total assets are \$272,130.76
5. Old Business:
  - a) Road sealing: As of now the crack work on the three main roads is completed subject to a final inspection next week. The cool Fall weather allowed the pavement to contract somewhat allowing the cracks to be better identified. Approximately 7000 feet of cracks were filled and capped. What may appear to be an overly generous amount of applied sealing material i.e. small bumps, will be pounded down by future traffic.
  - b) Flag Disposal: The contract with Flag disposal is complete and everyone is on-board. They were having problems with the heavier than usual amount of recyclables but are doing what they can to catch up.
  - c) Snow removal update: Our new snow removal contract is with Premier Lawn and Landscape (PLL). James gave them a tour of the neighborhood before the latest snowfall. The PLL folks determined snow poles were not necessary in our neighborhood. They handled Wednesday's snowfall very professionally. PLL will plow our streets if 1" of snow falls. Their prices are competitive & they handle 4 other neighborhoods along Hampton Road.
6. Roads committee report: Roads will be inspected for winter damage next year to determine what additional work is necessary.
7. Grounds and Beautification report: The draft contract with LWS for spring maintenance will be sent to the Board for approval two weeks prior to our next meeting.
8. Communication Committee report: Communication list has been revised.
9. WEB Committee: The Web committee is fixing a long standing problem – documents were uploaded in a way that is not secure. The new tool requires log-in to access the documents. This requires individual downloads of all documents and re-uploading using the new tool. Once this is done we can purge all the old (unsecured) documents.
10. Architectural Approval Committee report: Fence checks completed and submitted for November and December. Perez property, stone pillars, gate, wall, and mailbox at the driveway entrance did not have AAC request or approval. Sent an email to Jennifer Perez notifying her of

**Shadowalk Homes Association  
Board Of Directors Meeting  
Thursday December 17, 2020**

the discrepancy and requesting an application. James and Todd to draft a letter to Sampar property owner addressing fence and make-shift driveway non-compliance.

11. Snow Committee: See 'Old Business' report.
12. Trails Committee: A big tree is down on the trail and will be addressed when time is available.
13. Social Committee report:
  - WELCOME TEAM: The Welcome team has reached out to all new neighbors in 2020 including the canines. Thanks, for Debby Rotter leading the effort and the beautiful baskets of baked goods.
  - FOOD BANK DONATIONS: Considering that food insecurity in the area is rising, the social committee is keeping open the Shadowalk fundraiser for the Capital Area Food Bank in Lorton which is a part of the Feeding America Network. Eight families in total have donated a total of \$1,050 and combined with the families that donated over 500lbs of food equals about 3,000 meals.
  - LIBRARY: The library remains active and folks are enjoying the library. The Cookbooks and Classics were very popular. The kids' books are always welcome and we had adult action books donated from several marines. There were also constitution and declaration of independence copies donated from the Bill of Rights Institute.
  - OTHER ACTIVITIES: This past fall neighborhood Veterans were recognized, the Halloween pumpkin contest had 30 homes participate and the Civil War Lecture had 20 participants. 10 folks took part in Pickleball. There are also neighbors sending in photos for the history project which continue to be welcome.
14. New Business:
  - a) The Social Committee requested additional budget of \$100 until May to reimburse mounting petty expenses. James Edwards moved to approve \$100 be transferred from the Roads budget to the Social budget. Ann Kreyenhagen seconded the motion, approval was unanimous.
15. The motion to adjourn was made by James Edwards, seconded by Chris Virusky and approved unanimously. Meeting adjourned at 8pm
16. The next BoD meeting will be Thursday, January 21, 2021.

Respectfully submitted,

  
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Peter Schmitz  
SHA Secretary

Date 1/24/2021

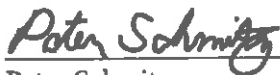
  
\_\_\_\_\_  
James Edwards

Date 1/24/2021

**Shadowwalk Homes Association  
Board Of Directors Meeting  
Thursday January 21, 2021**

1. On Thursday January 21, 2021 at 7:00pm a meeting of the Shadowwalk Homes Association Board of Directors was held by tele/video conference.
2. Directors in attendance: James Edwards, Ann Kreyenhagen, Art Follansbee, Cedric Leighton, Chris Virusky, Jarad Walega, Wendy Rosen, and Pete Schmitz. Also in attendance were: Todd Harmer.
3. The December 2020 BoD meeting minutes were unanimously approved.
4. Treasurer's Report:
  - (a) \$5,600 paid to Heavy Duty Inc. for road crack filling
  - (b) \$620 paid to Premium Landscape for snow removal
  - (c) \$39,124.23 in Operating Account
  - (d) Total assets are \$265,744.23
5. Old Business:
  - (a) Calendar year end review
6. Roads committee report: No sustained freezing weather to cause cracks to open. And, with no deep snow, drivers and plows are staying on the paved surface and off the shoulders. Dave (doing crack repair) has left the tar kettle, pending work on residents' driveways.
7. Grounds and Beautification report: Maintenance contract expires in March. Looking over new LWS contract. Don't have final pricing yet and will wait for final pricing to present in Feb meeting.
8. Communication Committee report: Just meeting communication-Announcement and agenda.
9. WEB Committee: File moving continues.
10. AAC report: Jan fence check completed, the next one is Feb 7. Change request for Perez property and letter concerning Sampar property still pending.
11. Snow Committee: Premier Lawn and Landscape did good job with small snow we had.
12. Trails Committee: Complete circumference checked last week, all trees cleared – none across path. Previously impassable crossing on power lines is now silted in enough to cross.
13. Social Committee report: None
14. New Business:
  - (a) Question on liability for skate boarding on street-our insurance covers this liability. Preparation for annual meeting will start next month.
15. Motion to adjourn by James Edwards, seconded by Cedric Leighton, approved unanimously.
16. The next BoD meeting will be Thursday, February 18, 2021.

Respectfully submitted,



Peter Schmitz  
SHA Secretary

Date 2/26/2021



James Edwards  
SHA President

Date 2/26/2021