

## Reston Deed of Dedication (As revised 12/1984)

(The following is an Article VII related to clusters. The full Deed of Dedication is available from the Reston Association or on the RA web site at <http://www.reston.org/>)

### Article VII Clusters

#### Section VII.1. Cluster Associations.

(a) The Association. Prior to the conveyance of the first Lot within a Cluster to an Owner, the Developer shall cause a Cluster Association to be incorporated as a nonstock membership corporation under the laws of Virginia.

(b) Purposes. The purposes of a Cluster Association are to own, manage, maintain, improve and beautify Cluster Common Area, to promote the peace, health, comfort, safety and general welfare of the Owners and Occupants of the Cluster, and to collect and disburse the Assessments and charges authorized by this Article.

(c) Membership. Members shall include all Owners of Lots within the Cluster, and may include such other members as are provided in the Cluster Association articles of incorporation. The voting rights of members shall be as defined in the Cluster Association articles of incorporation.

(d) Board of Directors.

(1) Composition. The number and manner of election of the directors and officers shall be as provided in the articles of incorporation and bylaws of each Cluster Association.

(2) Extent of Power. The Cluster Association Board of Directors shall have all powers needed to carry out the purposes of the Cluster Association which are enabled by law or this Article and which are not specifically reserved to the members or the Developer, including the right to:

a) Permit payment of the annual Assessment in installments and to declare the entire balance of such assessment immediately due and

payable upon default in the payment of any such installment,

b) Charge a late fee on a delinquent Cluster Assessment and charge interest on delinquent Assessments and charges,

c) Assess the costs, including attorneys fees and court costs, of collecting delinquent Assessments and charges and of enforcing Cluster rules, and

d) Provide exterior maintenance on any portion of all residential units, accessory structures or Lots in the Cluster, if, after Notice, such maintenance is approved by at least a two-thirds vote of the Category A Members of the Cluster.

#### Section VII.2. Cluster Common Area.

(a) Conveyance. Title to a Cluster Common Area shall be conveyed to the Cluster Association, free and clear of financial encumbrances, prior to conveyance of the first Lot in a Cluster to an Owner who is not the builder. In the event the Cluster is developed in phases, the Cluster Common Area in each phase shall be conveyed prior to conveyance of the first Lot in that phase. Improvements to the Common Area, shown on a final development or site plan of a Cluster or phase thereof, as approved by the Design Review Board, need not be made at the time of conveyance of such Common Area but shall be completed by the builder prior to or upon substantial completion of the Cluster or Cluster phase, as the case may be.

(b) Right of Enjoyment. Every Cluster member shall have the right of enjoyment of the Cluster Common Area, and may delegate such right to members of his family, tenants or guests, subject to the following:

(1) The right of the Cluster Association Board of Directors, after Notice and hearing, to establish reasonable rules of use, including parking rules. Such board periodically shall publicize such rules as may be in effect.

(2) The right of the Cluster Association Board of Directors to establish reasonable charges for the use

of carports, parking, storage or other facilities on Cluster Common Area.

(3) The right of the Cluster Association Board of Directors to exchange Cluster Common Area with the Association, provided such area shall remain open space, as defined by the Fairfax County Zoning Ordinance, and subject to the approval of a majority vote of the Owners of property within the Cluster.

(4) The right of the Cluster Association Board of Directors to grant easements or right of access over the Cluster Common Area.

### Section VII.3. Cluster Assessments.

(a) Purpose and Amount. Cluster Assessments shall be in an amount appropriate to and used exclusively to carry out the purposes of the Cluster Association, to establish reserves for repair and replacement of Cluster property, and to improve Cluster Common Area and other property and improvements owned or leased by the Cluster Association. The provisions of Section V.1. shall apply to Cluster Assessments.

(b) Lien. Cluster Assessments and charges authorized in this Article shall be a continuing lien upon the Lot against which each such Assessment is made. Except as provided in Section VII.5, the provisions of Sections V.2, V.3 and V.4 shall apply to the lien of Cluster Assessments.

(c) Annual Assessment. Each Cluster Association Board of Directors annually shall fix the Assessment against each Lot on a fair and equitable Basis, and the date or dates such Assessment shall come due. If the Board fails to fix the amount of the Assessment prior to the beginning of any fiscal year, the amount of the previous years Assessment shall apply to the new year.

(d) Special Assessment. A Cluster Association Board of Directors may levy at any time a Special Assessment against some or all of the Lots in the Cluster, applicable to not more than ten years, for the purpose of defraying in whole or in part, the cost of any acquisition or construction, reconstruction, repair or replacement of a capital improvement upon the Cluster Common Area or other property, including fixtures and personal property thereon, provided such Assessment is approved by a majority vote of the affected Category A Members in the Cluster.

### Section VII.4. Party Walls.

(a) General Rules of Law. Each wall or fence that is built on the dividing line between two or more Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Rights of Owners. Owners of contiguous Lots who have a party wall or party fence shall equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owners. There shall be no impairment of the structural integrity of any party wall or fence without the prior consent of all affected Owners.

(c) Damage or Destruction. In the event that any party wall or fence is damaged or destroyed (including deterioration from ordinary wear and tear or lapse of time), it shall be the obligation of all Owners whose Lots adjoin such wall or fence to restore it promptly at their joint and equal expense, unless such damage is caused through the act of less than all Owners, whereupon it shall be the obligation of such Owners to restore promptly such wall or fence without cost to the adjoining Owner or Owners not causing such damage.

(d) Arbitration. In the event of any dispute concerning a party wall or fence, each Owner shall choose one arbitrator, who jointly shall choose an additional arbitrator, and their decision with respect to the dispute shall be by a majority and shall be binding upon the Owners.

Section VII.5. Developer Licenses. Perpetual exclusive licenses, including the privilege of ingress and egress, for the use and occupancy of parking spaces, garages and storage areas on the Cluster Common Area within certain Clusters have been or may be assigned by the Developer to certain Lots within the Cluster. Unless the license provides otherwise, such license shall pass with the title to the Lot to which it is assigned and may be leased by the Owner to other Owners or Occupants within the Cluster for successive terms of one year or less. The Cluster Association shall be responsible for the maintenance, repair and replacement of such areas and may assess such costs against the benefited Lots.

Section VII.6. Resale Certificate. In connection with the sale of a Lot and upon paying a reasonable service charge, an Owner may obtain a Resale Certificate prepared by the Cluster Association. The transferee of such Lot shall be entitled to rely on such certificate and shall not be liable for any unpaid Cluster Assessments which do not appear on such certificate.