

*W*ainwright Cluster
Handbook

*This book is issued to the owner of _____ Wainwright Drive,
Reston, Virginia 20190*

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INTRODUCTION

THE WAINWRIGHT CLUSTER HANDBOOK

This Handbook has been prepared by the Wainwright Cluster Association Board of Directors in accordance with the Virginia Property Owners' Association Act of 1989, as amended. The Act is designed to ensure that all association members, prospective and current, have adequate opportunity to familiarize themselves with the association's rules and regulations.

The Handbook is divided into eight sections, each of which reviews an important aspect of the Cluster's organization, regulations and/or current membership. As changes in the Cluster's policies or regulations are made, an update will be made available to each Cluster member. The most up to date copy can always be found on the cluster website or by contacting the Cluster Board.

Section One of the Handbook provides a general overview of cluster life, a description of the Cluster Association's legal status, and information on the range of community services available to Cluster members. This section also contains an interesting article on the early development and architecture of the Wainwright Cluster townhouses.

The second and third sections of the Handbook contain the Cluster's Restated Articles of Incorporation and current Bylaws. Together, these two documents constitute the charter by which the Cluster Association and its Board of Directors operate. They define the goals of the Association, its organization and its procedures.

The fourth section of the Handbook details Wainwright Cluster's current regulations. According to the Deed of Amendment to the Deeds of Dedication of Reston, Cluster Boards are responsible for carrying out the purposes of the Cluster Association. These responsibilities include, but are not limited to the assessment and collection of annual dues, and the maintenance of common property. Most of the Cluster's regulations fall into one of the subsections included in Section Four. These are the regulations with which we are probably most familiar since they affect not only our pocketbooks (as in the case of Dues and Assessments), but many other day to day activities such as parking and use of common property.

Section Five of the Handbook reviews the Wainwright Cluster Color Palette. Because Reston is a planned community, there are written guidelines that govern the external appearance of any dwelling or property within Reston. In addition to guidelines that apply to Reston as a whole, many Clusters have their own design covenants. We have the Cluster Color Palette. It specifies siding, trim, gutter, door and roof colors for each house in the Cluster. Residents are strongly encouraged to read this section of the Handbook with care. While the palette does allow for flexibility, changing the color designation of your house requires prior approval of the Reston Design Review Board (DRB).

The last three Sections of the Handbook contain information that Cluster members will find useful for reference purposes. Because the Cluster's insurance coverage, budget, Board of Directors, and membership change from year to year, updates will be issued annually.

The Board of Directors wishes to extend its thanks to all those who contributed their time, creativity, and effort in the preparation of this Handbook. A special word of thanks goes to Samuel E. Mintz and Kiyoshi Mano, former members of the PARD Team who generously provided the architectural drawings and illustrations contained in this work.

We hope you will take the time to familiarize yourself with the contents of the Handbook. Additional copies can be downloaded from the cluster website. Should you have any questions please feel free to contact any Board member.

WAINWRIGHT CLUSTER

Wainwright Cluster comprises 42 townhouses on 6.5 acres of land in Reston's Lake Anne Village. Built in 1966, it was the sixth townhouse Cluster to open in Reston.

While the townhouses and their adjoining properties are individually owned, the sidewalks, carports, parking lot, and common grounds are owned and maintained by the Wainwright Cluster Association, a non-profit, non-stock Virginia corporation consisting of all Cluster homeowners. Funds for the maintenance of the common areas and for the provision of basic community services (trash/snow removal, sidewalk lighting, etc.) come entirely from an annual Assessment determined by the Cluster Association's Board of Directors. Cluster members are also required to pay a separate annual assessment to the Reston Association.

Although membership in the association is open to all homeowners, only those residing in the Cluster are entitled to elect the directors at an annual membership meeting held each February. Directors' meetings are held during the second week of each month. All meetings are open to the public and everyone is encouraged to attend. Notice of the meetings, usually contained in the minutes of the previously held meeting, is provided to all residents/owners electronically and is available on the cluster website.

The Board of Directors consists of 7 to 9 members. It is responsible for the maintenance and upkeep of the common areas (including snow removal, trash collection, and maintenance of the carports, asphalt, electrical fixtures and sidewalks) and for the assessment of dues to pay for such maintenance.

Because Reston is a planned community, additions or changes to the outside appearance of the townhouses, including patios, decks and privacy fences, must be approved by the Reston Association's Design Review Board (DRB). Any changes to a townhouse's color designation also require approval.

Trash collection takes place weekly on Thursdays. All trash should be placed in covered garbage cans and pulled out to the front of the carport by 6 am. Recyclables are picked up each Thursday. All recyclables should be placed in the provided containers (or other container clearly marked as recycling) in front of the carport assigned to each townhouse. Yard debris is picked up each Thursday. For an extra service charge, special pick-ups for large items may be arranged with the Cluster's trash collection company, American Disposal Services. Their phone number is (703) 368-0500.

Each spring and fall the Cluster holds a Work Day. At this time all residents are encouraged to work together on some part of the common property, not private property. The dates for the clean-up are announced in the minutes of the monthly Board of Directors Meeting. If you find yourself unable to work on that particular day, you can contribute time on another day. If you opt not to participate, a non-participation charge will be assessed.

THE ARCHITECTURE OF WAINWRIGHT CLUSTER

Wainwright Cluster was designed in 1966 by the Boston-based PARD Team, a young multi-disciplinary group of urban planners, architects, researchers and designers.¹ Formed in 1964, the PARD Team was established to meet, in the words of its founder Samuel E. Mintz, "the new challenges created by the uncontrolled urbanization of our environment, recent discoveries in the fields of social research, and rapid changes in building technology."

Prior to Wainwright Cluster, PARD Team projects included the master plan of Boston's Watertown Arsenal Site and the Reynolds Metals Building in Philadelphia. The Team had also spent nearly two years working with Reston developer, Robert E. Simon. Operating out of their Washington office, the PARD Team assumed responsibility for much of the planning that took place during the early years of Lake Anne Village. They reviewed design proposals, they prepared marketing plans, and they worked with Simon to select architects for future cluster projects. It was, in fact, the PARD Team that singled out Louis Sauer to design the award winning Golf Course Island Cluster.

Despite the attention and notoriety surrounding the new town of Reston, Simon's firm, Reston, Virginia, Inc., soon found itself in serious financial trouble. Its townhouses at Hickory and Waterview Clusters were expensive by contemporary standards and many homes there still remained unsold after nearly two years. By 1966, interest rates had also begun to soar to all-time highs of 7 to 7.5 percent. Desperately in need of cash, Simon looked to the PARD Team for a new, highly marketable townhouse cluster -- one in keeping with the high standards of Reston's earlier developments, but whose prices would attract first-time as well as second-time home buyers. Wainwright Cluster was the PARD Team's answer to the problem.

Priced from \$22,300 to \$31,600, the Wainwright townhouses opened in August, 1966 to wide acclaim. Promotional materials described the Cluster as "manifesting the PARD Team's sophisticated, practical, and professional approach to housing needs." Grouped into three neighborhood subclusters, Wainwright was noted for its successful integration of design, landscaping and architectural elements. Each neighborhood group was situated around a common landscaped green. Large windows at the rear of each home provided panoramic views of the thickly wooded areas surrounding the subclusters.

The merits of careful planning were also evident inside each Wainwright home. Although the Cluster's six townhouse models varied greatly in size and layout, spacious bedrooms, large closets, ample storage space, breakfast nooks, and even ground floor powder rooms were standard in all of them.

Despite the soft housing market, sales at Wainwright Cluster proceeded briskly. Home buyers were attracted not only by the Cluster's moderate prices and practical designs, but also by the added convenience of spacious carports, large storage sheds, well-equipped play areas and private outdoor patios—features that would soon disappear in most of Reston's later cluster developments. The PARD Team's designs proved so successful, in fact, that Wainwright Cluster

¹Senior members of the PARD Team included Samuel E. Mintz, Kiyoshi Mano, Sidney Swidler and Fernando Migliassi.

SECTION I - WAINWRIGHT CLUSTER

became the model for Simon's next townhouse development, Forest Edge Cluster, which opened in June of 1967.

Though popular and highly marketable, the Wainwright and Forest Edge Clusters were not enough to rescue Simon from his financial troubles. Gulf Reston's purchase of Reston, Virginia, Inc. in 1967 effectively marked the end of the PARD Team's involvement in Reston. The Team's Washington office was closed and its senior partners returned to Boston.

Today, the firm (now known as Mintz Associates, Architects/Planners, Inc.) continues its innovative work in urban planning and architecture. Some of its most notable projects have included Christopher Columbus Plaza at Boston's Waterfront Park, the Bostonian Hotel near the city's famed Faneuil Hall Marketplace, and the Patricia Hagan White Apartments, a 231-unit complex of elderly housing.

WAINWRIGHT CLUSTER TOWNHOUSE MODELS

The Cluster's six different townhouse designs range in size from two to four bedrooms. The models, with their original names, are distributed as follows:

The Axton (2 Bedrooms, 1½ Baths)	1713, 1719, 1729, 1747, 1759, 1775
The Bluefield (3 Bedrooms, 2½ Baths)	1723, 1725, 1745, 1749, 1757, 1761, 1773, 1777, 1779, 1781, 1783
The Cheriton (3 Bedrooms, 1½ Baths, Split foyer)	1703, 1705, 1735, 1737, 1739
The Dilwyn (4 Bedrooms, 2½ Baths)	1711, 1715, 1717, 1721, 1727, 1731, 1751, 1771
The Ettrick (4 Bedrooms, 2½ Baths, Split foyer)	1701, 1733, 1741
The Fieldale (4 Bedrooms, 2½ Baths, Basement)	1707, 1709, 1743, 1753, 1755, 1763, 1765, 1767, 1769

ASSOCIATION DISCLOSURE PACKET

Pursuant to Sections 55-511 and 55-512 of the Virginia Property Owners Association Act of 1989, the Wainwright Cluster Association will provide an Association Disclosure Packet to the seller of any lot within the Cluster. The Association will provide the packet within fourteen days of the actual receipt of a written request from the seller. By law, the packet must contain the following information:

A statement indicating the name of the association, the state in which the association was incorporated, and the name and address of the association's registered agent in Virginia.

A copy of the association's current declaration of covenants, the association's articles of incorporation and bylaws, and any rules, regulations or architectural guidelines (i.e., color palette) promulgated by the association.

A copy of the association's current budget, and a copy of its statement of income and expenses for the last fiscal year for which such statement is available.

A statement indicating the amount of all assessments and any other mandatory fees or charges currently imposed by the association applicable to the lot being purchased and to the right of use of common areas, and the status of the account.

A statement whether there is any other entity or facility to which the lot owner may be liable for fees or other charges.

A statement of any capital expenditures anticipated by the association within the current year and, where available, the two succeeding fiscal years.

A statement or a summary of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board of directors for a specified project.

A statement of the nature of any pending suit or unpaid judgment to which the association is a party which could or would have material impact on the association or its members which relates to the lot being purchased.

A statement setting forth all insurance coverage, including any fidelity bond maintained by the association.

SECTION I - WAINWRIGHT CLUSTER

A statement as to whether any notice has been given to the seller that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are in violation of any of the association's rules, regulations and architectural guidelines.

To obtain the Disclosure Packet, Cluster members must submit their request in writing to the Cluster Association Board of Directors. The Disclosure Packet may be picked up in person by the seller or it may be sent by certified mail, return receipt requested. The Cluster Association will not issue the packet to anyone other than the seller or his/her agent.

The association will charge a fee for the preparation and issuance of the Disclosure Packet. Section 55-512 stipulates that the fee shall not exceed \$100. The fee charged by the Association shall reflect the actual cost of preparation. Any requests for updated material following issuance of the original Disclosure Packet shall also incur a charge for preparation (by law not to exceed \$50). If the Packet is sent by certified mail the seller will be charged for postage and handling. For more information, please contact the President of the Cluster Association.

**RESTATEMENT OF
THE ARTICLES OF INCORPORATION
OF
WAINWRIGHT CLUSTER ASSOCIATION**

12 September 1990

Pursuant to the provisions of Section 13.1-889 et seq. of the 1950 Code of Virginia, as amended, the undersigned corporation adopts the following Restatement of its Articles of Incorporation:

1. The name of the corporation is WAINWRIGHT CLUSTER ASSOCIATION.
2. The following restatement of the Articles of Incorporation was adopted by the Board of Directors of the Corporation at a meeting on 12 September 1990.

RESOLVED, that the Articles of Incorporation are hereby restated as follows:

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

ONE

The name of the corporation is WAINWRIGHT CLUSTER ASSOCIATION.

TWO

The purposes for which the Corporation is organized are:

- A. To take title to, hold, maintain, improve, and beautify, without profit to itself, for the use in common of all the members thereof, their families, guests, and invitees, such parking areas, streets, open spaces, paths, and other facilities, as from time to time may be conveyed to it pursuant to a Deed of Dedication made by Reston, VA, Inc. and recorded in the Clerk's Office of Fairfax County, Virginia, on October 20, 1965, in Deed Book 2687, page 51, to enforce the covenants, restrictions, reservations, servitude's, profits, licenses, conditions, agreements, easements, and liens provided in the Deed of Dedication to be enforced by the corporation, and to assess, collect, and disburse the charges created under said Deed, all in the manner set forth in, and subject to the provisions of said Deed.
- B. To do any and all lawful things and acts that the Corporation may from time to time, in its discretion, deem to be for the benefit of the property shown within Block 18 on the plat attached to the Deed of Dedication, or on any subsequent plat (hereinafter referred to as the "Property") and the owners and inhabitants thereof, or advisable, proper, or convenient for

SECTION II - ARTICLES OF INCORPORATION

the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof.

THREE

Provisions for the regulation of the internal affairs of the Corporation are:

- A. The Corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the corporation shall be distributed, upon dissolution or otherwise, to any individual.
- B. The members of the Corporation shall consist of those entities and individuals as stated in the Bylaws of the Corporation.

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

Each member of the Corporation, by becoming such, agrees that he shall be personally responsible for the payment of the charges created under the Deed of Dedication with respect to the dwelling unit he owns and for compliance by himself, his family, guests, invitees and tenants, and by his tenants' family, guests and invitees with the provisions of the said Deed and the rules and regulations adopted by the Corporation with respect to the Property.

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

- C. The members of the Corporation shall have the right to vote for the election and removal of directors. Each member of the Corporation shall have one vote except as specified otherwise in the Bylaws of the Corporation.
- D. The directors may make such regulations as they deem advisable for any meeting of members, in regard to proof of membership in the Corporation, evidence of the right to vote, the appointment and duties of inspectors of votes, and such other matters concerning the conduct of the meeting as they shall deem fit.
- E. Subject to conditions and qualifications set forth in the Virginia Non-Stock Corporation Act, the Corporation shall indemnify any director or officer, or former director or officer, or any person who may have served at its request as a director or officer of another corporation in which it owns or owned shares of capital stock or of which it is or was a creditor, and the personal representatives of any of the foregoing against any and all expenses, including attorneys' fees, amounts paid upon judgments, and amounts paid in settlement (before or

SECTION II - ARTICLES OF INCORPORATION

after suit is commenced), actually and necessarily incurred by him in connection with the defense or settlement of any claim, action, suit or proceeding, civil or criminal, to which he is made a party, or is a party, or which may be asserted against him by reason of his being or having been such a director or officer of the Corporation, or in connection with an appeal therein, unless he, or his testator, or intestate shall be finally adjudged, in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of the members of the Corporation, or otherwise.

FOUR

The management of the affairs of the Corporation shall be vested in the directors. Only members of the Corporation shall be eligible to act as directors of the Corporation.

The directors of the Corporation are to be elected at an annual meeting by those members of the Corporation qualified to vote as set forth in the Bylaws of the Corporation. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next succeeding meeting of the members of the Corporation. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

FIVE

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

SIX

The number of directors constituting the Corporation's initial Board of Directors is five. The number of directors constituting any subsequent Board of Directors, and the length of the term of said directors are governed by the Bylaws of the Corporation and may be changed by the Board of Directors as specified in the Bylaws.

SEVEN

SECTION II - ARTICLES OF INCORPORATION

The Corporation shall have the right to amend, alter, change or repeal these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights or powers conferred herein and in the Bylaws on members, directors and officers are subject to this reservation.

At a meeting of the Board of Directors on 12 September 1990, at which a quorum was present, this restatement of the Articles of Incorporation was found to be in the best interests of the Corporation and was adopted by a vote of more than two-thirds of those present.

SECTION III - WAINWRIGHT CLUSTER ASSOCIATION BYLAWS
(Includes all amendments adopted through February 2001)

ARTICLE I – OFFICES

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

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

ARTICLE II – MEMBERS

Section 1. Membership in the Corporation The following shall be members of the corporation:

All persons owning of record any dwelling on the property shown within Wainwright Cluster (Block 18) on the plat attached to the Deed of Dedication of First Addition to Section One, Reston, or on any subsequent plat filed (hereinafter referred to as the "Property") (except a person taking title as security for the payment of money or the performance of an obligation).

No person shall be a member of the corporation after he/she ceases to be the owner of record of any dwelling unit on the Property.

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

Each member of the corporation, by becoming such, shall be personally responsible for the payment of charges created under the Deed of Dedication with respect to the dwelling unit he owns and for compliance of himself, his family, guests, invitees, tenants, and his tenants' family, guests and invitees with the provisions of the said Deed and the rules and regulations adopted by the corporation with respect to the Property.

Any member whose delinquency in their dues forces the Board to take legal action in collecting payment to the corporation, will also be responsible for attorney fees incurred in the collection of said dues, plus court costs, if any.

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

Section 2. Voting Rights The members of the corporation shall have the right to vote for the election and removal of directors. Each member of the corporation shall have one vote, except that:

- A. Only a member of the corporation residing in the dwelling unit, with respect to which he is entitled to vote, shall have the right to vote. Any person owning more than one dwelling unit shall have a vote only for the unit occupied as the primary legal residence.
- B. When any dwelling unit on the Property is owned of record in joint tenancy or tenancy-in-common, or in any other manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of such dwelling unit. Such vote shall be exercised only by the unanimous action or consent of the owners of record of such dwelling unit who are entitled to vote with respect thereto.
- C. Voting by proxy and absentee voting are expressly prohibited.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meeting The annual meeting of the members shall be held at a time, date and place certain in February to be fixed by the Board of Directors for the purpose of electing directors, and for the transaction of such other business as may come before the meeting. If the election of directors is not held on the day designated herein for the annual meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members held as soon thereafter as convenient.

The business before the annual meeting shall include, but not be limited to:

- A. Election of corporation members to the Board of Directors;
 - B. Approval or rejection of proposed changes to the Bylaws;
 - C. Review of a submitted report on the financial reserves of the corporation, its income for the past fiscal year and a comparison of the proposed and actual expenditures for the past fiscal year;
 - D. Review of the annual budget and level of assessment of the corporation for the current fiscal year beginning January 1, as approved by the Board of Directors at their regular December meeting;
- and

E. Review of the cluster grounds maintenance plan with estimates of projected expenditures for the coming fiscal years as approved by the Board of Directors as the basis for the projected budget of Wainwright Cluster Association, to include:

- tree removal, pruning, maintenance and planting;
- plant removal, maintenance and planting;
- landscaping and restoration of grounds subject to erosion;
- maintenance of natural areas;
- maintenance and repair of cluster walkways; and
- maintenance and repair of cluster paved areas.

Section 2. Special Meetings Special meetings of the members may be called by the President, the Board of Directors, or members of the corporation holding not less than one-fifth of the votes.

Section 3. Place of Meeting All special and annual meetings shall be held within Reston, Virginia.

Section 4. Notice of Meetings The corporation shall publish notice of any annual or special meeting of members in the manner provided by law. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered not less than ten or more than fifty days before the date of the meeting to each member of the corporation at his/her address of record, except as otherwise specified by law. Failure to mail or deliver any notice to any member shall not affect the validity of the published notice.

Section 5. Informal Action by Members Any action required or permitted by law to be taken at a meeting of the members of the corporation may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all of the members of the corporation.

Section 6. Quorum and Manner of Acting Members holding one-fifth of the total votes shall constitute a quorum at any meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice. The act of a simple majority of the members present at a meeting at which a quorum is present shall be the act of all members, unless the act of a greater number is required by law, or by the Articles of Incorporation of the corporation, or by these Bylaws.

Section 7. Conduct of Meetings The directors may make such regulations as they deem advisable for any meeting of members, in regard to proof of membership in the corporation, evidence of the right to vote, the appointment and duties of inspectors of votes, and such other matters concerning the conduct of the meeting as they deem fit. Such regulations shall be

binding upon the corporation and its members.

ARTICLE IV – DIRECTORS

Section 1. General Powers The affairs of the corporation shall be managed by its directors.

Section 2. Number and Tenure The number of directors shall vary between a minimum of seven and a maximum of nine. The directors shall serve as set forth herein and in the corporation's Articles of Incorporation.

The election of directors shall be held at the annual meeting of the members of the corporation. The directors elected by the members at the first election of directors (in 1967) and thereafter shall be elected for a staggered term of three years, and until their successors are elected. Any vacancy occurring on the Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of remaining directors, though less than a quorum, or by the sole remaining director, and if not so previously filled, shall be filled at the next meeting of the members of the corporation. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director whose position he/she was elected to fill.

Any elected board member who fails to attend three consecutive monthly meetings may be asked to resign.

Any member in good standing of the corporation who attends three consecutive Board meetings may request election to the Board by the existing Board of Directors provided that the resulting total membership of the board does not exceed nine. Any member seeking election by virtue of attendance shall make such request, in person, at the third meeting or anytime thereafter, but in all events not later than the subsequent meeting. Directors by virtue of attendance have all the rights and duties of elected directors, except being eligible for election as president. Directors by virtue of attendance shall serve until:

- A. the next annual meeting of the corporation, at which time they would be subject to normal election procedures;
- B. resignation; or
- C. absence from three consecutive regular or special meetings of the Board, at which time the Board may vote to remove such directors from the Board.

Section 3. Regular Meetings The Board of Directors will hold its first regular organizational meeting immediately after the annual meeting of members. The Board of Directors will hold additional regular meetings during each month at a time and place of its choosing in Reston, Virginia. Notice of the time and place of these meetings will be distributed to all houses. Attendance at regular meetings, except for executive sessions, is open to all members of the corporation and non-members who rent residences from member homeowners.

Section 4. Special Meetings Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, within Reston, Virginia, as the place for holding any special meeting of the Board called by them. Attendance at special meetings is open to members of the corporation and renters as noted in section 3 above.

Section 5. Notice Notice of any meeting of the Board of Directors, where notice is required, shall be given at least two days previous thereto by written notice, usually in the form of minutes of the previous Board meeting, delivered personally or sent by email to each member of the corporation. Any director may, in a writing signed by him, before or after the time of meeting stated therein, waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board will be specified in the notice or waiver of notice of such meeting unless specifically required by law, by the Articles of Incorporation of the corporation, or by these Bylaws.

Section 6. Quorum Except as otherwise provided by law or by the Articles of Incorporation of the corporation, a simple majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice.

Section 7. Manner of Action The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 8. Conduct of Regular and Special Meeting The President of the Board or, in his absence, the Vice President or other designated Board member will chair all regular and special Board meetings. Proceedings will be conducted in accordance with the laws of the Commonwealth of Virginia and, generally, according to Roberts Rules of Order. Agendas for all regular meetings will be proposed by the President of the Board and distributed to all persons attending the meetings. Detailed agendas will not be adopted prior to the meetings. Agendas for regular meetings will include time for an open forum during which any corporation member or his/her representative may comment on subjects relevant to the business of the corporation. Renters participating in regular or special meetings may be considered to act on behalf of the member homeowners. Any corporation member, upon giving prior notice not less than two days before a particular meeting, may audiotape, but not videotape, the proceedings of that meeting, except for executive sessions. All motions introduced or voted at a regular or a special meeting must be recorded in the minutes of the meeting. Names of persons introducing (but not seconding) motions and the names of persons casting dissenting votes must be reported in the

minutes. The minutes must also reflect whenever a meeting enters into executive session.

Section 9. Salaries and Reimbursement Directors shall not receive any stated salary for their services nor fees for attending meetings but, by resolution, the Board of Directors may allow reimbursement of necessary expenses incurred by the Directors in fulfilling their duties; but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 10. Informal Action by Directors Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors.

ARTICLE V - OFFICERS

Section 1. Officers The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer. The Board of Directors may elect such other officers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President shall be a director of the corporation. Other officers may be, but need not be, directors of the corporation.

Section 2. Election, Term of Office, and Vacancies The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. Each officer shall hold office until his successor has been duly elected. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the remaining portion of the term.

Section 3. Removal Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby.

Section 4. Powers and Duties The officers of the corporation shall, except as otherwise provided by law, by the Articles of Incorporation, by these Bylaws, or by the Board of Directors, each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the corporation.

ARTICLE VI – COMMITTEES

Section 1. Committees of Directors The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the affairs of the corporation, provided however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Articles of Incorporation or a plan of merger or consolidation.

Section 2. Other Committees Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated by a resolution adopted by the Board of Directors, to perform such duties and to have such powers as may be provided in the resolution.

Section 3. Rules Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VII - CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a vice-president and by the Secretary and shall be sealed with the seal of the corporation. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued upon such terms and conditions as the Board of Directors may determine.

ARTICLE VIII - SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, the year of its incorporation, and the words "Corporate Seal" - Virginia.

ARTICLE IX - AMENDMENTS

The Bylaws may be altered, amended or repealed, and the new Bylaws may be adopted by a simple majority of the members present and voting at any duly called meeting of the members of

SECTION III - BYLAWS

the corporation. The text of proposed Bylaw changes must be included in the Notice of Meeting.

Bylaw changes may be proposed either by resolution of the Board of Directors or by petition from members of the corporation representing at least five dwelling units. If proposed by petition of five members, the text must be conveyed to the Board of Directors between 60 and 90 days prior to the Annual Meeting. The text of the proposed change must be included in the Notice of Meeting of the Annual Meeting, along with the favorable or unfavorable recommendation of the Board.

IV. WAINWRIGHT CLUSTER REGULATIONS

(Includes all amendments adopted through February 2014)

Most of Reston's protective covenants and regulations are contained in the Deed of Amendment to the Deeds of Dedication of Reston. This document, which is available from the Reston Association, details the responsibilities of all residents to comply with covenants and restrictions in the Deed, and with the Reston Association's rules.

The Deed is also the enabling document underlying each of the attached-housing Cluster Associations. In the Deed of Amendment, Cluster Boards are designated responsibility for carrying out the purposes of the Cluster Associations. These responsibilities include, but are not limited to the assessment and collection of annual dues, and the maintenance of common property.

To carry out its mandate, each Cluster Board is empowered to establish regulations in accordance with the provisions of the Cluster Association's Bylaws and Articles of Incorporation. It is important to remember that these Cluster regulations supplement, they do not supersede nor do they replace those of the Reston Association itself.

For organizational purposes, this Section of the Handbook groups the Cluster's regulations into the following categories:

- A. Cluster Dues and Assessments
- B. Cluster Clean-up
- C. Parking Regulations
- D. Use of Common Property
 - 1. Grounds
 - 2. Carports
 - 3. Sidewalks
 - 4. Outdoor Lighting
- E. Contracts
- F. Other

Residents are reminded that according to the Cluster Bylaws, property owners are legally responsible for ensuring that their tenant(s) comply with all Cluster regulations. Anyone wishing an additional copy of the regulations for their tenants may obtain them from the website or by contacting the Cluster Board.

A. DUES AND ASSESSMENTS

1. The current annual Assessment is \$2,100.
2. Section VII.1.d. of the Deed of Amendment to the Deeds of Dedication of Reston authorizes the Cluster Association to "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." Accordingly, the Wainwright Cluster Annual Assessment may be paid once yearly in advance or quarterly in equal installments on the following due dates:

January 31 April 30 July 31 October 31

If any date shown above is a Saturday, Sunday or federal legal holiday, the due date shall be the following business day.

3. A late charge of \$20 is assessed quarterly on any amount which is outstanding beyond the due date indicated above.
4. A late notice will be sent to anyone still in arrears 15 days after the due date.
5. If full payment, including late charge, is not received within 15 days of issuance of the late notice, the account may be turned over to the Cluster attorney for collection.
6. Upon the advice of the Cluster's attorney and in compliance with the Virginia Property Owners' Association Act of 1989, the Board may declare the entire balance of such Assessment immediately due and/or may elect to place a memorandum of lien against the property and/or file suit against the owner.
7. Pursuant to Section VII.1.d. of the Deed of Amendment to the Deeds of Dedication of Reston, the delinquent owner will be held responsible for all interest, legal costs and attorney's fees incurred during the collection process.
8. Payments received are automatically applied first to legal and filing costs, then to late charges, next to interest and finally to the outstanding balance.
9. Acceptance of a promissory note for an overdue amount will not be considered satisfaction of the Assessment until the note is paid in full in accordance with its terms and the Cluster Association will not release or waive its lien against the property by accepting same.
10. The Cluster will assess a returned check charge of \$15.00 for any check returned unpaid for any reason. This charge may be in addition to charges imposed by the financial institution on which the check was written.
11. Any additional information contained in a quarterly billing statement supersedes all prior notices regarding Assessment amounts, dues collections, late charges and/or penalties.

B. CLUSTER CLEAN-UP

The common grounds of the Cluster are maintained through service contracts and the efforts of the cluster residents. This effort reduces the amount of expenses the cluster incurs to pay for maintenance services that can be done by residents. Twice yearly the residents participate in a "Cluster Clean-up". At this time, maintenance, repairs and general clean-up of the common areas are carried out. These "clean-ups" are scheduled in May (Spring Clean-up) and October (Fall Clean-up), or as close to those dates as the Board of Directors deems appropriate. Notices are delivered to all members prior to each clean-up.

Members are encouraged to participate. It is a good way to meet your neighbors and keep the Cluster Association's maintenance costs down. Tasks and/or projects are suggested by the residents and the Board. These include sweeping of the carports, weeding the common areas, applying mulch to the flowers, shrubs and trees as well as painting of the carports, repairs to the fascia, etc. To get credit for work done at a time other than cluster clean-up day, a member must get approval from the Board member in charge of clean-up in the member's sub-cluster. Arrangements with the Board member must be made within a two week period, from one week before to one week after clean-up day.

If you cannot or do not wish to participate, a non-participation fee is charged which may vary from year to year. The current non-participation charge is \$75. The charge appears on the next quarterly invoice. Payment of the non-participation fee is subject to the same regulations (e.g., late charge, notification letter) as those applying to the payment of annual assessment dues.

C. PARKING REGULATIONS

The Wainwright Cluster Parking Regulations were approved by the Wainwright Cluster Association Board of Directors on 10 May 1988.

1. At no time shall any vehicle be parked in such a manner as to impede or prevent ready access to another parking space.
2. All persons shall obey all no parking zones, fire lanes, and any other parking regulation so posted. All vehicles are to be parked in designated parking spaces only.
3. No junk vehicles or other vehicle on which current registration plates and current inspection stickers are not displayed shall be parked in the common parking areas.
4. No vehicle shall be parked in the same place in the common parking area without moving for more than fifteen (15) consecutive days.
5. No part of the parking area (either carports or lot) shall be used for commercial activities of any character.
6. The occupants of each townhouse are designated the use of a single specific carport and, providing, if space allows, one additional parking space in the parking lot on a first come first served basis. No additional vehicles may be parked in the parking lot

at any one time. This regulation shall be in effect and enforced from 5:00 p.m. until 6:00 a.m. seven (7) days of the week.

7. Effective June 1, 1988, upon violation of any of the provisions of the parking regulations, a vehicle will be subject to towing by a towing company contacted by a member of the Board of Directors of Wainwright Cluster Association. The towing company will collect all fees incurred in connection with the towing from the owner of the vehicle. It will be the responsibility of the Board of Directors to designate Board members authorized to enforce said parking regulations on behalf of Wainwright Cluster Association.
8. Any costs incurred by the Association in enforcing the provisions of these regulations, including towing, court costs, and attorney's fees, shall be the sole responsibility of the owner of the vehicle subject to the enforcement.
9. Nothing contained in these regulations, whether expressed or implied, shall be construed to impose any liability whatsoever on the Board of Directors or on any member of the Board of Directors for damage to vehicles and/or property loss as a result of violation of the Bylaws or the rules and regulations concerning parking.

D. USE OF COMMON PROPERTY

The common property of Wainwright Cluster consists of the following:

1. Grounds
 - Lawn (maintained by Cluster)
 - Natural areas (to be left in natural state, except for maintenance of natural flowers and shrubs)
2. Carports, sidewalks, parking lot and patios
3. Outdoor lights

Grounds

No alterations to the common property may be undertaken without prior approval of the Board of Directors.

End Units

Owners of each end unit are allowed to plant flowers, shrubs and other ornamental plants along the side of their home as long as it improves and enhances the general landscaping of the property and the Cluster. If such areas are allowed to become overgrown or unsightly, the Board reserves the right to remove the plantings and restore the area to ground cover or grass at the

expense of the negligent owner.

Natural Areas

The natural areas are the property of the Cluster and are not to be cultivated in any manner outside of the established Cluster Long Range Plan. Leaves will not be raked away from the cluster natural areas; this can result in creating erosion of the natural loam created by decomposition of organic matter.

The dumping of garden refuse will be permitted only in accordance with cluster regulations. In particular:

1. Leaves will be spread evenly within the natural areas to foster even flooring.
2. Branches and other brush will be distributed within the wooded area evenly and not collected in piles.
3. Christmas trees will not be discarded in the Cluster natural areas; they must be disposed of by the trash company. Date and times for this will be provided to the homeowners. Failure to meet this date and time will place the responsibility for disposal of the tree on the homeowner. Homeowners knowingly violating the disposal regulations are subject of Section IV. F of these regulations.

Vegetable Gardens

Vegetable gardens are not permitted on the Cluster's common property. The Reston Association rents garden plots exclusively for this purpose.

Leash Law Enforcement

Section 41-2-5 of the Fairfax County Code prohibits anyone from allowing a dog to run unrestricted while off the property of its owner or custodian. Wainwright Cluster Association has authorized the Fairfax County Department of Animal Control to enter Cluster grounds whenever necessary to enforce County Leash Laws.

Trespassing

To protect the property and ensure the safety of all Cluster residents, Wainwright Cluster Association has authorized the Fairfax County Police Department to enter Cluster grounds to enforce all State and County No Trespassing Laws.

The use of skateboards

The use of skateboards on cluster sidewalks, patios, and within cluster carports are expressly forbidden as they have been shown to be damaging to the "Property", as defined in the Deed of Dedication. Members are responsible for repair costs made necessary by the member, any family member, tenant, guest or invitee (Bylaw Article II, Section 1) if they are found to have violated this regulation.

Carports

The carports are owned and maintained by the Cluster. Each townhouse is conveyed along with the right to use a specific carport. While the Cluster is responsible for the maintenance and upkeep of the carport, the owner of the townhouse assigned the use of the carport is responsible for the maintenance and upkeep of the interior shed part of the carport including the door and the door hardware. Any damage other than normal wear and tear to the carports will be assessed to the owner assigned the use of that carport. No planting within 2 feet of any carport surface is allowed, in order to discourage insect infestation and to allow for carport painting and repair.

Garbage Removal / Storage

The concrete ledge in front of the carport shed is the trash removal area. All items to be collected by the garbage men should be placed on that ledge in a covered container. Each garbage can may be marked with house numbers if residents want to identify their own cans to help them locate and return their own cans, if the trash collection service does not. Any personal belongings that the homeowner does not wish to be thrown out must be stored in the storage shed. Storage in the carport rafters is prohibited unless specifically authorized by the Board of Directors. The trash removal company is authorized to dispose of any items, regardless of their size or apparent value that may be left on the ledge. Residents are responsible to clean up any trash or recycling that overflows, spills, or falls over, including spills caused by animals.

Playing in Carports

Playing in the carport rafters, on the carport roofs, or in the covered parking area is strictly prohibited. Such activity endangers the safety of those playing and can result in serious damage to both the carports and the private property stored in them. Parents are liable for any damages to common and/or private property caused by their children.

Carport Light Sockets / Electrical Outlets

The carports are equipped with electrical outlets for **temporary** use by cluster residents. Residents are prohibited from tapping into these outlets in order to provide a permanent source of electricity to their carport sheds. Running extension cords through the carport rafters not only poses a fire hazard, but contributes to the overuse of electricity paid for by the Cluster as a whole.

Sidewalks

The cluster is responsible for maintenance and repair/replacement of all sidewalks, except for the portions of sidewalk leading to the individual houses, which are the responsibility of the homeowner. Snow removal from all sidewalks, however, is the responsibility of the respective homeowner(s).

Outdoor Lighting

All outdoor lighting equipment located on cluster property is owned and maintained by the Wainwright Cluster Association. This equipment includes the sidewalk lamps, the underground cables serving these lamps, and the carport lights at each of the sub-clusters.

During the Spring and Fall cluster cleanup, each sub-cluster is responsible for seeing that all burned out bulbs within each sub-cluster are replaced. It is inevitable, however, that in between cleanups, additional bulbs will burn out. Anyone who feels that these burn-outs pose a safety or security threat should contact a Board member, preferably one from their own sub-cluster, to inform them of the problem.

E. CONTRACTS

Contracts for paid work to be done by people or companies hired by the Board of Directors (such as Carport Painting, Snow Removal, Asphalt Maintenance) shall adhere to the following conditions:

1. A particular Board member shall be designated project manager. This person shall be responsible for writing the specifications for the work to be solicited for bid by interested contractors. Normally, we would expect to get multiple bids, but we recognize that sometimes this is not feasible. Contractor selection will be based on (1) quality assurance, (2) price, and (3) timely completion of the work, or the best value combination of these factors. Contractor selection and a price ceiling must be approved by the Board of Directors as part of a formal motion. The project manager may elect to check references of any new selected contractor prior to work commencing.
2. Bid specifications will include, but not necessarily be limited to, the following items:
 - a. Parties to the Contract—Wainwright Cluster Association and the name(s), address(es), and telephone numbers of the cluster project manager and whomever else among the membership the project manager deems appropriate.
 - b. Expected Timelines & Deadlines
 - c. Materials Selection—The individual responsible for selection and acquisition of the materials.
 - d. Notification for Cost Overruns—The individual responsible for authorizing additional work.
 - e. Job Inspections—The individual responsible for performing the work, who will participate in final inspections and timing of inspections.
 - f. Location—Precisely where within the cluster the work will be performed.
 - g. Payment—Total Cost of the project (or cost ceiling), initial down payment and terms of progress payments. Any expense exceeding the initial total cost must be approved by the Board of Directors in a formal motion.
 - h. Insurance & Damages (if appropriate).
 - i. Warranty (if appropriate).

F. OTHER

The Board of Directors shall have the power:

1. If a member fails to pay an assessment, to suspend a member's right to use facilities or non-essential services (such as access to carports) offered by the Cluster to the extent that access to the member's lot is not precluded; and
2. If a member violates the Cluster's Articles of Incorporation or Regulations, or is responsible for a family member, tenant, guest or invitee who violates the Articles or Regulations, to assess charges against such member.

Before any charges under (2) above may be assessed, the member shall be given an opportunity to be heard and represented by counsel before the Board of Directors. Notice of a hearing shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Cluster, at least fourteen days prior to the hearing. The amount of any charges so assessed shall not exceed fifty dollars (\$50) for a single offense or ten dollars (\$10) per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot to allow the Cluster to assert a lien on the lot.

**V. SPECIFICATION OF EXTERIOR COLORS
BY ADDRESS
FOR
WAINWRIGHT CLUSTER
February 2014**

When the Wainwright Cluster townhouses were built in 1966, their exteriors were stained according to a pattern of colors proposed by the developer and approved by the Reston Design Review Board (DRB). A specific color was assigned to each townhouse, and that color was to be maintained unless an individual request for a change was approved by the DRB. This policy of assigned colors and the need for DRB approval for any change is still in effect as stipulated in the covenants.

The original specification of exterior colors was in terms of a palette produced by the Cabot Paint Company. Over the years, certain colors were discontinued and the availability of Cabot stain became limited. By November 1982, it had become necessary to update the specification of exterior colors in terms of available stains and companies.

The attached specification is in terms of the "Olympic Solid Color Stain" palette. A current copy of the palette is retained by the Cluster President for reference, but should be available at any paint store which carries Olympic products².

The color specified for each townhouse was based upon several factors. First, a set of colors in the Olympic palette was chosen as acceptable based upon the specifications used in the past and upon a general notion of the colors on the houses at present. Then a survey of each house was made in which the existing color was compared to the Olympic color palette. The color that was most similar to the existing color and/or the color that would be most successful in covering the existing color was chosen.

The attached color palette was approved by the Board of Directors on November 8, 1982. It was amended by the Reston Design Review Board on May 23, 1989 to include Olympic Solid Color Stains "Beachwood" and "Monterrey Gray" as alternatives to the solid stain "Sage" which Olympic discontinued sometime in 1987/88.

²The Olympic Paint Company recommends latex stain for use over previously stained or painted wood. Olympic oil stains should be used on new wood only.

Specification of Exterior Colors for Lower Cluster

A. Exterior Wood Siding:

<u>House Number</u>	<u>First Choice</u>	<u>Second Choice</u>
1701	Chocolate	Butternut
1703	Beige Gray	Cape Cod Gray
1705	Cedar	Butternut
1707	Beige Gray	Cape Cod Gray
1709	Mahogany	Chocolate
1711	Chocolate	Mahogany
1713	Beige Gray	Cape Cod Gray
1715	Mahogany	Chocolate
1717	Chocolate	Butternut
1719	Beige Gray	Cape Cod Gray
1721	Mahogany	Chocolate
1723	Butternut	Cedar
1725	Monterey Gray	Beachwood
1727	Mahogany	Chocolate
1729	Beige Gray	Cape Cod Gray
1731	Mahogany	Chocolate

Specification of Exterior Colors for Middle Cluster

<u>House Number</u>	<u>First Choice</u>	<u>Second Choice</u>
1733	Cape Cod Gray	Beige Gray
1735	Monterey Gray	Beachwood
1737	Butternut	Cedar
1739	Mahogany	Chocolate
1741	Beige Gray	Cape Cod Gray
1743	Butternut	Cedar
1745	Mahogany	Chocolate
1747	Beachwood	Monterey Gray
1749	Monterey Gray	Beachwood
1751	Mahogany	Chocolate
1753	Cape Cod Gray	Beige Gray
1755	Mahogany	Chocolate
1757	Butternut	Cedar
1759	Monterey Gray*	Beachwood*
1761	Mahogany	Chocolate

*Replaces Olympic Solid Color Stain "Sage" which was discontinued in 1987/88.

Specification of Exterior Colors for Upper Cluster

<u>House Number</u>	<u>First Choice</u>	<u>Second Choice</u>
1763	Chocolate	Butternut
1765	Beige Gray	Cape Cod Gray
1767	Monterey Gray*	Beachwood*
1769	Mahogany	Chocolate
1771	Mahogany	Chocolate
1773	Monterey Gray*	Beachwood*
1775	Beige Gray	Cape Cod Gray
1777	Butternut	Cedar
1779	Beige Gray	Cape Cod Gray
1781	Mahogany	Chocolate
1783	Chocolate	Butternut

*Replaces Olympic Solid Color Stain "Sage" which was discontinued in 1987/88.

Specification of Exterior Colors by Address

	<u>House Number</u>	<u>Color</u>
B. Trim and Door Frames	ALL	Outside White
C. Doors, gutters and Downspouts	ALL	Doors should be painted the same color as the stained exterior or white. Gutters should be painted white to match the trim. Down spouts should be painted the same color as the stained exterior or white..
D. Roofs	ALL	"Oakwood" color asphalt shingles manufactured by the Certainteed Company. Approved by the Reston Design Review Board on 13 June 1989 for use on all town houses and carports.
E. Brick	ALL	Oversize 405 series (Taupe) manufactured by Continental Brick, Martinsburg, West Virginia. Brick available locally through Potomac Valley Brick, Newington VA, or BETCO Block Products, Gainesville, VA.
F. Carports	ALL	Olympic Solid Stain "Monterey Gray"

VI. INSURANCE SUMMARY

The Wainwright Cluster Association maintains general liability and commercial property coverage for all Cluster Association-owned properties. Coverage is provided by State Farm Insurance, McLean, Virginia.

Coverage is summarized below:

Property Coverage

Carports (42 units)	\$ 384,600
Exterior Signs	\$ 2,500
Deductible	\$ 500

General Liability Coverage

General Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 384,600
Medical Payments (per incident)	\$ 5,000

Additional information on the Cluster's insurance coverage may be obtained from the President of the Wainwright Cluster Association Board of Directors.

VII. FINANCIAL STATEMENT AND BUDGET

In accordance with the Virginia Property Owners Association Act of 1989, this section of the Wainwright Cluster Handbook contains the following information:

1. Summary of the current year's budget
2. Copy of the most recent year-end financial statements available.
3. Statement of the anticipated capital expenditures of the association for the current year and the next two years.
4. Summary of the status and amount of the association's reserves, and any portion of the reserve funds allocated by the Board of Directors for a specific project.

