

**North Wales Association, Inc.
P.O. Box 3111
Warrenton, Virginia 20188-1811
northwalesestates@gmail.com**

November 12, 2020

To: Mike Jacobus and

Sarah Shipe
ERA OakCrest Realty, Inc.
126 N. Kent St.
Winchester, VA 22601
From: North Wales Association, Inc.

Reference: Request for Property Owners' Association Disclosure Packet, dated November 12, 2020.

The following information is provided in response to the reference above from Mike Jacobus, and ERA OakCrest Realty Inc. concerning Lot #22 in the North Wales Estates subdivision.

1. The name of the association is: North Wales Association, Inc. It is incorporated in the state of Virginia and the registered agent for the Association is L. Paul Blackmer Jr. 8515 Lock Lane, Warrenton, VA 20186. The Association has filed an annual report with the State Corporation Commission of the Commonwealth of Virginia, under Corporation ID 01891290.
2. No expenditure of funds has ever been approved by the association board of directors for a special or additional assessment for current fiscal year or previous fiscal years.
3. The NWA, Inc. annual assessment is \$300.00 per lot, per year, with the fiscal year beginning on 1 July and ending on 30 June. No other mandatory fees or charges are imposed by the association. Lot #22 has paid the fiscal year 2021 annual assessment.
4. There is no other entity or facility associated with NWA, Inc. for which the lot owner could be liable.
5. The NWA, Inc has no pending suits or unpaid judgments.
6. The NWA, Inc., carries liability and bonding insurance for the board or directors and liability insurance for the association roadways. Lot owners are responsible for their own property insurance.
7. There are no known violations of Lot #22 as related to the association bylaws, covenants and restrictions or architectural guidelines.

8. Attached as Enclosure 1 are the North Wales Association Corporate By-Laws and at Enclosure 2 are the association Protective Covenants and Restrictions. The by-laws include the process followed by the Architectural Control Committee (ACC).
9. North Wales Association, Inc is not associated with a Common Interest Community Manager.
10. There are no known project approvals in effect within the community.

(SIGNED)

Brian Plymale

Secretary

North Wales Association, Inc.

CC: Jason Walter, Pres. NWA, Inc

Beth Lacy, Jr. Treasurer NWA, Inc.

Enclosures:

1. North Wales Association Corporate By-Laws
2. NWA, Inc. Protective Covenants and Restrictions

North Wales Association, Inc.

Corporate By-Laws

September 1, 1973

(Original Copy Date)

Revision 4.1, July 23, 2011

Date printed July 23, 2011

CORPORATE BYLAWS OF NORTH WALES ASSOCIATION, INC.

Article I

NAME and LOCATION

The name of the corporation is North Wales Association, Inc. (hereafter "Association"). Its principal office shall be located in Warrenton, Virginia, but meetings of members and directors may be held at such places within the State of Virginia as may be designated by the Board of Directors.

Article II

DEFINITIONS

Section 1. "Association" shall mean and refer to North Wales Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property known as the North Wales Estate Subdivision as recorded in Deed Book 292 at page 666, of the land records of Fauquier County, Virginia.

Section 3. "Lot" shall mean and refer to those plots of land designated by numbers 1 through 41 on the recorded plat map of North Wales Estates Subdivision as it now appears and may subsequently be amended.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Developer" shall mean and refer to the trustee of the North Wales Trust, its successors or assigns, if such successors or assigns should acquire more than one undeveloped lot for the purpose of resale or further development.

Section 6. "Member" shall mean and refer to registered (lot owners of record) owners.

Section 7. "Member in Good Standing" shall mean that the member has fully met any financial obligations to the Association in terms of assessments, annual dues, penalties, etc. A member who is not in good standing shall lose their right to vote on Association business at any meeting or on issues defined by these By Laws.

Article III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the third weekend in July 1978 and each subsequent regular annual meeting shall be held each year on or before August 31 at a time and place as decided upon by the Board of Directors. The Board will provide to the general membership, in writing, the date, time, and location at least 30 days in advance of the meeting.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President, the Board of Directors, or upon the written request of one-third (1/3) of the members entitled to vote at the date of the request.

Section 3. Notice of Meetings. Written notice of each membership meeting shall be given by, or at the direction of, the Secretary, by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each member entitled to vote thereat addressed to the member's address last appearing on the Association's books. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Voting Entitlement. Each lot shall be entitled to one vote at any meeting where business is conducted by a quorum of the membership.

Section 5. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes which might be cast as of the date of the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-laws. If, the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirement set forth in Article 3, Section 3, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Proxies. At all membership meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary at least twenty four (24) hours prior to the meeting. Every proxy shall be revocable in writing and shall automatically terminate upon conveyance of the member's Lot. Proxies will automatically terminate at the end of the subject meeting.

Article IV

BOARD OF DIRECTORS

Section 1. Number. The Association's affairs shall be managed by a Board of Seven (7) directors, all of whom shall be Association Members.

Section 2. Terms of Office. At the first meeting of the members, elect two directors for a term of one year and three directors for a term of two years; at each annual meeting thereafter the members shall elect either three or four directors for a term of two years as existing terms naturally expire.

Section 3. Removal. Any director may be removed from the Board, with or without cause by majority vote of the Association Members. In the event of death, resignation or removal of a director, the remaining directors shall select his successor and such successor director shall serve for the remaining term of his predecessor. Association Membership will be notified within 30 days of the replacement of any director.

Section 4. Compensation. No director shall receive compensation for any service he may render the Association. However, directors may be reimbursed for any actual expenses they reasonably incur in the performance of their duties.

Section 5. Action Taken Without Meeting. The directors may take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors will be provided to the Secretary prior to or at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot or a show of hands. At the time of the election the President/Acting President shall extend the option to the participating membership of secret or open voting for the election of Directors for the Board. Members of (or) their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise. The persons receiving the largest number of votes shall be elected.

Article VI

DIRECTORS MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by the resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the Association President, or by any two directors, after not less than three (3) days written notice (to include email) to each director.

Section 3. Quorum. A majority of the total number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

Article VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of any and all North Wales Estate roadways, paths, or other common facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction of Association Protective Covenants/By Laws or nonpayment thereof;

(b) appoint a replacement to a vacant Director position. The appointee shall serve for the remainder of the term of the officer he replaces.

(c) suspend the right of a member to use any common facilities not necessary for ingress and egress to the member's property during any period in which such member shall be in default in the payment of any assessment levied by the Association; such right may only be suspended after notice and hearing before the full Board;

(d) exercise all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation;

(e) declare the office of a Board of Directors member to be vacant should a member absent himself from three (3) consecutive regular meetings of the Board of Directors and select a successor director pursuant to Article IV (3), above; and

(f) employ a manager, independent contractor, or any other full or part-time employees as may be reasonably necessary for the upkeep and improvements of the Property and to prescribe the duties of such personnel.

(g) set fees for providing business/financial documentation requested for the sale of an Association member's residence to the real estate/legal person in charge of the transfer.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual membership meeting or at any special meeting when such statement is requested in writing by Association Members entitled to cast one-third (1/3) of the membership votes;

(b) supervise all Association officers, agents and employees and see that their duties are properly performed;

(c) procure and maintain adequate liability and hazard insurance on all roadways, easements, paths, and other common facilities within the Property;

(d) cause any officer or employee having fiscal responsibilities to be bonded, as it may deem appropriate;

(e) cause any easements, pathways, or other common facilities, which the Association may establish or acquire to be regularly and properly maintained and to prescribe reasonable fees for the use of such common facilities;

(f) authorize the institution of legal proceedings and appropriate participation in local political or other public activities on behalf of the Association. Any such actions not approved or ratified by the Board of Directors shall not bind the Association;

(g) select a minimum of three Association Members to act as a standing Road Maintenance Committee responsible for the identification of safety, maintenance and improvement actions of the common roadways designated on the recorded plat of North Wales Estate Subdivision, which serve the Lots of Members. The names of Committee members and its Chairman shall be announced to the membership at large within thirty (30) days of their selection. Committee members shall serve for one year and may be reappointed. The powers and duties of the Road Maintenance Committee shall specifically include: developing a plan to maintain the association roads including

snow removal, establishing contractual arrangements with maintenance vendors, and providing an estimate of the annual road maintenance expenses for inclusion in the annual association budget;

(h) develop an annual association budget, which will form the basis for the annual assessment of association dues. The annual assessment will constitute a lien on each lot until paid. Annual Dues shall be uniformly levied on all lots. Lot owners shall be given at least thirty (30) days written notice of the amount and manner of payment of the Annual Dues. Dues not paid by September first of each year will be considered past due and subject to interest and penalties. The annual budget will be determined by a majority vote of the homeowners in attendance at the Association's annual membership meeting. The Treasurer shall accomplish collection of such annual dues. The annual dues become a lien on each lot(s) until paid. If an owner defaults in payment of the annual dues beyond ninety (90) days from receipt of a formal notice of the annual assessment, the Treasurer may enforce payment through: a six (6) percent charge on the unpaid balance compounded annually; a formally filed lien on the deed of said property; or in the available court of law, for the equity with interest at six (6) percent. All costs of any such action described above, taken by the NWA, Inc. will be paid by the defaulting owner, together with liquidated damages of \$250.00 (added at a special meeting November 1, 1995 by a vote of 14 to 4);

(i) fixing and announcing any Special Road Maintenance Assessments as they may, by unanimous vote, find necessary for the safety, preservation or improvement of the North Wales Estate roads. Any such Special Assessment shall not be due until all affected lot owners are given at least sixty (60) days written notice of the time, manner and amount of payment. Special Assessments shall be uniformly levied on all lots; Except that, a Special Assessment may be levied against any individual lot owner who, after thirty (30) days written notice, refuses to voluntarily repair any damage caused by his own acts or the acts of his agents not arising out of the ordinary and intended use of the roads (e.g., damage caused during home construction). Special Assessments shall constitute a lien on each designated lot from the due date specified in the Notice of Special Road Maintenance Assessment;

(j) providing a full report and accounting of all road maintenance activities, revenues and expenses at regularly scheduled Directors Meetings and the Annual Membership Meeting;

(k) issuing upon the demand of any person, an appropriate certificate setting forth whether any Annual or Special Road Maintenance Assessments have been levied and/or paid on any particular lot or lots. This certificate shall constitute conclusive evidence of such payment. A reasonable charge will be assessed for issuance of a certificate of this type;

(l) select three Association Members to act as a standing Architectural Control Committee responsible for the examination and approval of all building and construction on North Wales Estates lots. The names of the committee members and its Chairman shall be announced to the membership within thirty (30) days of their appointment. The powers and duties of the Architectural Control Committee shall specifically include:

(1) interpreting and enforcing (enforcement may include legal action or penalty assessments to lot owners in question) the restrictive covenants contained in Schedule A of the North Wales Estate Subdivision Deed recorded at Fauquier County Deed Book 292, page 666. The Committee shall maintain records of their efforts in this

regard and report all of their activities at regularly scheduled Directors Meetings and the Annual Membership Meeting;

(2) adopting and publicizing reasonable procedures for the review of all construction proposed on North Wales Estate lots; Provided that;

(a) the Committee either approves or disapproves all construction plans submitted within forty-five (45) days from the date a written request for approval is filed with the Committee's Chairman. In the event a request is disapproved, the Committee shall set forth in writing the reasons for the disapproval;

(b) copies of the Committee's decisions are mailed/mailed to all Association Members on the same day they are announced to the applicant;

(c) any lot owner aggrieved by a decision of the Committee may, within ten (10) days following such a decision, file a written appeal with the Association President who shall immediately schedule a Special Board of Directors meeting to consider the appeal. The Board of Directors must either affirm or overrule the Committee's decision within thirty (30) days after the appeal is filed and issue a short statement of their reason for taking such action. A simple majority of the Board of Directors shall decide the question; and

(d) any party requesting Committee action who is also a member of the Committee shall be disqualified from deciding whether his own request should be approved. In the event of such a conflict of interest, the ranking Association officer who is not himself disqualified shall appoint a temporary substitute Committee member. Members of the Board of Directors who are parties to an appeal shall be similarly disqualified and temporary substitutes appointed in the same manner. All substitute Directors or Committee members shall at all times be members of the Association.

Article VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Association's officers shall be a President, Vice president, Treasurer and Secretary, and such other officers as the Board may from time to time establish. Officers shall at all times be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first Board of Directors meeting following each Annual Membership Meeting.

Section 3. Terms. The Board of Directors shall elect the Association's officers annually and each shall hold office for one (1) year unless he sooner resigns, is removed, or otherwise becomes disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as may reasonably be required, each of whom shall hold office for such period, have such authority and perform such duties as the Board may by resolution determine.

Section 5. Resignation and Removal. The Board of Directors with or without cause may remove any officer from office. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The appointee shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any office except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers shall be to:

(a) President: Preside at all Board of Directors meetings; see that orders and resolutions of the Board are executed, sign all leases, mortgages, contracts and other written instruments or deals, and co-sign all checks and promissory notes.

(b) Vice President: Act in the place and stead of the President in the event of his absence, inability or refusal to act. Perform duties and activities as directed by the President/Board of Directors.

(c) Treasurer: Act in the place and stead of the Vice President in the event of the absence, inability, or refusal to act; this provision is intended to place the Treasurer in the line of succession in the event the Board of Directors is unable to immediately replace officers caused by either the resignation, death, or injury of the President and Vice President. The Treasurer receives and deposits in appropriate bank accounts all Association moneys and disburses such funds as directed by resolution of the Board of Directors; signs all checks and promissory notes of the Association; keeps proper books of account, and prepares an annual budget and statement of income and expenditures for presentation to the membership at its regular annual meeting.

(d) Secretary: Act in the place and stead of the Treasurer in the event of the absence, inability, or refusal to act; this provision is intended to place the Secretary in the line of succession in the event the Board of Directors is unable to immediately replace officers caused by either the resignation, death, or injury of the President and Vice President or Treasurer. The Secretary maintains record of all meetings of the board; obtains from the standing

committees a record of all meetings and proceedings including petitions to each committee and action taken by each committee; prepares for the approval of the Board of Directors an annual statement to the Association Members, such statement to be distributed 30 days prior to the annual meeting; and maintains an accurate listing of the addresses of all members of the Association. The secretary is responsible for presenting business/financial documentation requested for the sale of an Association member's residence to the real estate/legal person in charge of the transfer.

Article IX

RULES GOVERNING ACTIVITIES ON NORTH WALES ESTATE ROADWAYS, PATHS, OR
OTHER COMMON FACILITIES BY THE MEMBERS AND THEIR GUESTS

Section 1. North Wales Association Estate Roadways, Paths, or Other Common Facilities Use Rules: The following North Wales Association Rules were approved by a quorum of the Association members on the dates indicated:

(a) Right of Way Tree Trimming/Ditch Clearing by the NWA. Lot owners will be contacted and consulted and approval obtained prior to any tree trimming or ditching work. (July 26, 1998 Annual North Wales Association Annual Homeowners' Meeting)

(b) Speed Limit: A 15 mph speed limit on association roads was established. (July 30, 2000 Annual North Wales Association Annual Homeowners' Meeting)

(c) Speed Limit Violation. The Board of Directors will send letters to members who are repeatedly observed exceeding the 15 mph speed limit on association roads. (July 30, 2000 Annual North Wales Association Annual Homeowners' Meeting)

(d) Unlicensed Vehicle Operation. No unlicensed drivers or unlicensed vehicles, including dirt bikes, go-carts or ATVs, are permitted on NWA roadways. (July 30, 2000 Annual North Wales Association Annual Homeowners' Meeting)

(e) Hunting. No hunting permitted at any time. The discharge of weapons is prohibited with the only exception being a lot owner taking target practice on his own lot. Any property owner witnessing the violation of this restriction is advised to inform the sheriff's department. (July 21, 2002 Revision 2)

(f) Fencing. No barbed wire fencing shall be allowed along the existing roadways. (July 21, 2002 Revision 2)

North Wales Association, Incorporated Protective Covenants and Restrictions

1. The land hereby conveyed shall be used for the purposes of constructing one or more private single family residences and uses incident thereto, and for limited agricultural uses. No building shall be erected or allowed to remain thereon except a single family private dwelling house and garages and accessory building appurtenants thereto; said dwelling houses to be inhabited by single family units include only those persons related by blood or marriage.
2. Buildings allowable under paragraph 1 shall be limited to permanent structures approved architecturally as herein set out and in no event shall mobile homes, trailers, tents or other such temporary structures be allowed on the land hereby conveyed.
3. No hogs shall be kept on the property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of usual domestic pets. No commercial dog kennels shall be allowed nor commercial riding stables. For the purposes of these covenants, domestic pets shall include horses and cows if they are solely for the use of the families occupying the property herein conveyed.
4. No building, fence, dock or improvement of any character shall be erected on the land herein conveyed, and none begun, nor change made in the exterior design of such improvement unless and until the architectural plans and specifications of such construction, including site plans, shall have been approved by the Architectural Control Committee, consisting of not less than three (3) persons having an interest in one or more of the tracts of the land to which these or similar covenants and restrictions apply. Such approval shall relate to the quality of design, materials and workmanship, the color scheme, location of the dwelling and driveways, with respect to topography and finished grade elevations and all other factors which affect the appearance of the property: and copies of said plans approved shall have filed permanently with said Architectural Control Committee before any work is done. The minimum area of a residential building shall be 1400 sq. ft. provided, however, the Committee may waive this requirement if it deems the architectural quality to justify such waiver.
5. Any vacancies upon said Architectural Control Committee shall be filled by vote of a majority of the owners of the aforesaid tracts of land.
6. The Architectural Control Committee or any owner of one or more of the aforesaid tracts shall have the right to enforce the aforesaid protective covenants and restrictions by filing suit in any court of proper jurisdiction.

These covenants and restrictions are taken from the Charter book and listed here for your convenience. Please note that other rules governing the activities of North Wales homeowners are listed on page 8, Article IX of the Corporate By-Laws. These were passed, as indicated, by the majority of North Wales homeowners and are not part of the Deed covenants.