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# ARTICLES OF INCORPORATION

## OF

### WHEELWRIGHT CLUSTER ASSOCIATION

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

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

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

(a) To take title to, hold, maintain, improve, and beautify, without profit to itself, for the use in common of all the members thereof, their families, guests, and invites, such parking areas, streets, open spaces, paths, and other facilities, as from the time to may be conveyed to it pursuant to a Deed of Resubdivision and rededication to be recorded in the Clerk's Office of Fairfax County, Virginia, or pursuant to any subsequent deed resubdividing the land dedicated as aforesaid; to enforce the covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and liens provided in the Deed of Resubdivision and Rededication, or any subsequent deed to be enforced by the corporation; and to assess, collect, and disburse the charges created under said Deed or subsequent deed, all in the manner set forth in, and subject to the provisions of, the said Deed or subsequent 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 6, Section 50 on the plat attached to the Deed of Resubdivision and Rededication to be recorded among the land records of Fairfax County, Virginia, or on any subsequent plat filed pursuant to the provisions of said deed (hereinafter referred to as the "Property") and the owners and inhabitants thereof or advisable, proper, or convenient for the promotion of the peace, health, comfort, safety or general welfare of the owners and inhabitants thereof.

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

(a) The corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the corporation shall be distributed, upon dissolution or otherwise, to any individual. The corporation may pay compensation in reasonable amounts to its members, directors, or officers, for services including pensions.

(b) The members of the corporation shall all be persons owning of record any dwelling unit on the Property (except person taking title as security for payment of money or the performance of an obligation).

No person shall be a member of the corporation after he ceases to be the owner 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 in the corporation during any period of time when there exists a violation of any of the provisions of the Deed of Resubdivision and Rededication (including by not limited to, the failure to make any payment to the corporation when due and payable under the terms of the said Deed) 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 Resubdivision and Rededication with respect to the dwelling unit he owns and for compliance by himself, his 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 qualification for such membership

(c) The members of the corporation shall have the right to vote for the election and removal of directors, for amendments to the Articles of Incorporation, and on matters brought before them by resolution of the Board of Directors or by petition signed by 1/3 of the members having the right to vote.

(1) When any dwelling unit on the Property is owned of record in joint tenancy or tenancy-in-common, or in any manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes which one person would be entitled were he the owner of such a 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.

(2) Only a member of the corporation (other than the Developer) residing in the dwelling unit with respect to which he is entitled to vote, shall have the right to vote.

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

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

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

4. The management of the affairs of the corporation shall be vested in the directors. Only members of the corporation, and their spouses shall be eligible to act as directors of the corporation. The length of the initial term of each of the directors constituting the initial Board of directors is set forth in paragraph 6 below. The first election of directors by members of the corporation shall be held at the first annual meeting of members. The directors shall be elected for a term of two years. Any vacancy occurring in the initial or any subsequent 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. Any director elected to fill a vacancy shall serve as such until the next annual meeting of the members.

5. The post office address of the initial registered office of the corporation is 6901 Old Keene Mill Road, Springfield, Virginia. The name of the City or County in which the initial registered office is the County of Fairfax, Virginia. The name of the corporation's initial registered agent is Barbara J. Fried, who is a resident of the State of Virginia, a member of the Virginia State Bar and whose business office is the same as the registered office of the corporation.

6. The number of directors constituting the initial Board of Directors is 3 and the names, addresses, and length of the initial term of the persons who are to serve as the initial directors are:

Name	Address	Initial Term (until annual meeting) of members held
Irving Adler	8415 Arlington Blvd., Fairfax, VA	1975
Ellis Barron	“ “	1976
Marshall Racoosin	“ “	1977

Dated: April 7, 1976

**BY-LAWS**  
**of**  
**WHEELWRIGHT CLUSTER ASSOCIATION**

**ARTICLE I**

OFFICERS

The principal office of the corporation shall be located in the County of Fairfax, 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**

All persons owning of record, any dwelling unit of the property shown within Wheelwright Cluster on the plat attached to the Deed of Dedication, or any subsequent plat filed pursuant to the Deed of Dedication (hereinafter referred to as the "Property") (except a person taking title as security for the payment of money or the performance of an obligation) shall be members of the corporation.

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

Upon ten days' notice and service of a written copy of specified charges, the Directors of the Corporation (hereinafter referred to as the "Board of Directors"), 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 payments to the corporation when due and payable under the terms of the Deed of Dedication) with respect to the dwelling unit 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 under the Deed of Dedication with respect to the dwelling unit he owns and for compliance by himself, his 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.

### Section 2. Voting Rights

A member of the corporation, providing he is currently residing in his dwelling unit on the property, shall have the right to vote for the election and removal of Directors and for such other matters provided for in the Articles of Incorporation and the by-laws.

Each member of the corporation shall have one vote except that:

1. When any dwelling unit of 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 one vote. 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.

*(Original Text)*

*[2. Voting by proxy is expressly prohibited, except that absentee ballots may be cast for the election of Directors by eligible residents at the annual meeting of the membership.]*

*(Amended 07/17)*

2. Absentee ballots may be cast at annual or special meetings of the membership, on any matter that comes before the membership for a vote provided they are:

1. Signed by a member with voting rights as defined in Section 2 and
2. Hand delivered to a member of the Board of Directors prior to the call of the start of the meeting to order; or
3. Sent via US Mail or other recognized postal carrier at least four (4) days prior to the date of the meeting;
4. Or by transmitted to a Member of the Board of Directors by any means of electronic transmission where such transmission is capable of being documented by printing a copy on paper; such electronic receipt and transmission requires the electronic acknowledgement of the Ballots receipt by 2 the Member of the Board receiving it as part of the Ballot validation and the providing of a printed copy at the meeting where the Ballot will be used; and

5. Received by the Board of Directors prior to the appointed date and time of the meeting.

(Created 07/17)

### Section 3. Electronic Participation in Voting

Members shall be deemed present and may participate in, and vote at, any meeting of members by means of remote communication if the corporation has implemented reasonable measures to:

1. Verify that each person participating remotely is a member; and
2. Provide such members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrently with such proceedings.

(Created 07/17)

### Section 4. Use of Technology

Due to the development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under these Bylaws, as amended may be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of these Bylaws and dealing with notices, payments, signatures, votes, consents or approvals:

a.) Electronic transmission and other equivalent methods. The Association, the Owners, and other persons entitled to occupy a Lot may perform any obligation or exercise any right under the Declaration or these Bylaws by any technological means providing sufficient security, reliability, identification, and verifiability. "Acceptable technological means" shall include without limitation electronic transmission over the Internet or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.

b.) Signature Requirements. Subject to the requirements of federal and Virginia law, an electronic or digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under the Declaration or these Bylaws.

c.) Voting rights. Voting, consent to and approval of any matter under these the Declaration, the Bylaws, or applicable provisions of the Virginia Code, as amended,

may be accomplished by electronic transmission or other equivalent technological means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in nonelectronic form.

d.) Nontechnology alternatives. If any person does not have the capability or desire to conduct business using electronic transmission or other equivalent technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means.

### **ARTICLE III**

#### MEETING OF MEMBERS

##### Section 1. Annual Meeting

Starting in 1976 and each year thereafter, an annual meeting of the members shall be held on the first Monday of December in Reston, Virginia, at the hour of 8:00 P.M. for the purpose of electing Directors and\or for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday in the place where the meeting is to be held, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for the annual meeting or any adjournment thereof, or pursuant to Section 5 hereof, the Board of directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

##### Section 2. Special Meetings

Special meetings of the members may be called by the President, or the Board of Directors, providing further that upon presentation of a petition signed by not less than 1/3 of the voting membership the President and/or Board of Directors shall call a special meeting. A decision of the Board of Directors may be amended, repealed or altered or the Board may be directed to take specific action by a 2/3's vote, providing a quorum of at least fifty percent of the total membership is present.

##### Section 3. Place of Meeting

The President and/or the Board of Directors shall designate a place within Reston, Virginia as the place for any annual or special meeting.

*(Original Text)*

[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 case of a special meeting, the purpose or purposes for which the meeting is called, shall also be mailed or delivered not less than seven or more than thirty days before the date of the meeting, except as otherwise specified by law or in the by-laws, either personally or by mail, by or at the direction of the President, the Directors of the corporation or the Secretary, to each member of the corporation at his address as shown on the records of the corporation. A member may, in writing signed by him, waive notice of any meeting before or after the date of the meeting stated therein. Failure to mail or deliver any notice to any member shall not affect the validity of the published notice.]*

(Amended 07/17)

Section 4. Notice of Meetings

The Corporation shall publish notice of any annual or special member meeting of the members in the manner provided by these Bylaws. Written notice stating the place, day and hour of the meeting and come in the case of a special meeting, the purpose or purposes for which the meeting is called, shall also be mailed or delivered not less than seven nor more than 30 days before the date of the meeting, except as otherwise specified by law or in the bylaws, either personally, by mail, or by electronic means of transmittal; electronic means shall include the most advanced technology available where proof of attempted delivery can be maintained as a corporate record including electronic transmittal over the internet the community or other network, direct connection, telecopier, facsimile or electronic mail. Notices shall be issued by or at the direction of the President, the Directors of the Corporation, or the Secretary, to each member of the Corporation at his address as shown on the records of the corporation. A member may in writing signed by him, waive notice of any meeting before or after the date of the meeting stated therein. An Owner who attends a meeting shall be deemed to have had timely and proper notice of the meeting, unless he attends for the express purpose of objecting to the manner in which the Board called or convened the meeting. In addition, an Owner may waive the requirement of notice if he or she delivers to the Secretary for inclusion in the minutes of the meeting a written waiver of such notice either before or after the meeting. Failure to mail or deliver any notice to any member shall not affect the validity of the published notice.

## Section 5. Informal Action by Members

Any action required or permitted by law to be taken at a meeting of the members of the corporation may be taken without a meeting, if 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 Action

Members holding one-fifth of the total votes shall constitute a quorum at any meeting, unless otherwise required under the by-laws. 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 majority of the members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number is required by law, or by the Articles of Incorporation, of the corporation or by these by-laws.

## 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 shall deem fit. Such regulations shall be binding upon the corporation and its members upon publication and distribution of copies to all members. Failure to deliver a copy of such regulations to any member shall not affect the validity of the published regulations.

# **ARTICLE IV**

## **DIRECTORS**

### Section 1. General Powers

The affairs of the corporation shall be managed by its Directors, except where specifically limited herein or elsewhere in the by-laws.

*(Original Text)*

### [Section 2. Numbers and Tenure

*The number of Directors shall be five. Only members of the corporation may serve as Directors. Starting in 1976, five Directors shall be elected at the annual meeting. The three Directors receiving the highest vote total in 1976 shall be elected for a term of two years, and until their successors are elected. The two remaining Directors elected in 1976 shall be*

*elected for a term of one year, and until their successors are elected. Thereafter, as terms expire Directors shall be elected for two years so that in alternate years, two and then three Directors shall be elected.*

*Any vacancy occurring on the Board of Directors shall be filled by the Board until the next annual meeting of the membership. Thereafter, as far as practicable, an election to fill a vacancy shall be conducted in accordance with the procedure adopted for the election of Directors at the annual meeting. Any director elected to fill a vacancy shall serve until the original Director's term has expired.*

*Directors may be removed from office at a special meeting by a 2/3's vote, providing that a quorum of at least 2/3's of the total voting membership is present.]*

(Amended 07/17)

### Section 2. Numbers & Tenure

The number of Directors shall be five. Only members of the Corporation may serve as directors. Starting in 1976, five directors shall be elected at the annual meeting. The three directors receiving the highest vote total in 1976 shall be elected for a term of two years, and until their successors are elected. The two remaining directors elected in 1976 shall be elected for a term of one year, until their successors are elected. Thereafter, as terms expire 4 directors shall be elected for two years so that in alternate years, two and then three directors shall be elected.

Any vacancy occurring on the Board of Directors shall be filled by the board until the next annual meeting of the membership. Thereafter, as far as practice civil, an election to fill a vacancy shall be conducted in accordance with the procedures adopted for the election of directors at the annual meeting. Any director elected to fill a vacancy shall serve until the original director's term has expired.

1. Special meetings. Special meetings of the members may be called by the president, or the Board of Directors, provided further that upon presentation of a petition signed by not less than one third of the voting membership the president and/or Board of Directors shall call a special meeting.

2. Director Removal and replacement. Any elected director may be removed from the board, with or without cause, by majority vote of the members present at an annual or special meeting of the members. Quorum for any meeting to remove a director shall be at least 50 % of the members voting. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining elected members of the Board and shall serve for the unexpired term of his predecessor.

3. Director Removal by Board. Any director who (1) misses three (3) consecutive meetings of the Board of Directors, or (2) is two or more months delinquent when paying his assessments or (3) not in compliance with any Rules and Regulations (after a duly held hearing) or (4) by 4/5ths resolution of the Directors, they do determine, whenever, in its sole judgment, the best interest of the corporation are served by the removal of a director, such director shall be removed from the Board of Directors, by the Director, at its option.

#### Section 3. Regular Meetings.

A regular annual meeting of the Board of Directors shall be held not later than ten days following the annual meeting of members at such time and place as may be specified in the notice thereof. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other than such resolution. All regular meetings of the Board of Directors shall be open to the general membership.

#### 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.

#### Section 5. Notice

Notice of any meeting of the Board of Directors for the holding of which notice is required by law shall be given at least two days previous thereto by written notice to each Director at his address as shown on the records of the corporation. Any Director may, in a writing signed by him, before or after the time of the 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 need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Articles of Incorporation of the corporation, or by these by- laws.

#### Section 6. Quorum

Except as otherwise provided by law or by the Articles of Incorporation of the corporation, or by these by-laws, 4/5's of the Board of directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

## Section 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 greater number is required by law, or by the Articles of Incorporation of the corporation, or by these by-laws.

*(Original Text)*

## [Section 8. Compensation

*Directors, as such, shall not receive any stated salaries for their services, except nothing herein contained shall be construed to preclude any Director from serving the corporation in any capacity and receiving compensation therefor.]*

(Amended 12/19)

## Section 8. Compensation

Directors, as such, shall not receive any stated salaries for their services, except nothing herein contained shall be construed to preclude any Director from serving the corporation in any capacity and receiving compensation therefor.

The Director holding the position of Treasurer may be compensated with an allocated small stipend out of the annual operating budget (Treasurers Annual Stipend) in such amount as deemed appropriate by the Board of Directors, and voted on each year at the annual meeting by the Directors. The approved Treasurers Annual Stipend shall be calculated to be paid by quarterly payments to the then serving Treasurer. The Annual Stipend is subject to review and revision annually by the Board. The Treasurers Annual Stipend shall be based upon the qualifications of the then Director serving as the association Treasurer, including, but not limited to, the following factors: earnest commitment to complete all the duties of the Treasurer position on a timely basis, with all times and deadlines as set by the Board, experience or willingness to train or be trained in the Treasurer duties, and the individual motivation for becoming Treasurer. In any event where the Treasurer duties and obligations are not performed to the satisfaction of the Board, on a Board vote, the budgeted and allocated Annual Stipend may be cancelled for the Treasurer, and the Treasurer may then, or thereafter, be removed upon a unanimous vote by all other board members.

## Section 9. Informal Action by Directors

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

(Created 07/17)

#### Section 10. Director Conduct

Directors shall, in fulfilling their managerial responsibilities, be charged with certain fiduciary duties: (1) to inform themselves of all material information reasonably available to them prior to making decisions; (2) to never use their position of trust and confidence to further their private interests; (3) to advance the interests of the corporation; (4) to not violate the law; (5) to fulfill their duties; and (6) to act with complete candor towards the Members and the Corporation at all times.

#### Section 11. Action Without Meeting

Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the next meeting of the Board of Directors.

#### Section 12. Limit on Liability

In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a 5 corporation, the Directors and Officers of this Association shall not be personally liable to the Association or its Members.

#### Section 13. Mandatory Indemnification

Upon request, the Association shall indemnify any individual who is, was, or is threatened to be made, a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association, served on any Committee, or of any other legal entity controlled by the Association, against all liabilities and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless the Board of Directors makes a determination that indemnification is not permissible herein or reasonable under the circumstances, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of a legally binding commitment from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. Such legally binding commitment shall be in a form satisfactory to the Board of Directors. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section. The rights of each

person entitled to indemnification under this Article shall inure to benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association, and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

#### Section 14. Records of Meetings

Minutes shall be taken at all regular and special meetings of the Board of Directors and shall be available to any member of the corporation so requesting.

### **ARTICLE V**

#### OFFICERS

##### Section 1. Officers

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer. The Board of Directors may elect such officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the office of President and Secretary. The President and Vice-President shall be directors 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 shall have 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 unexpired portion of the term.

##### Section 3. Removal

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

#### Section 4. Powers and Duties

The officers of the corporation act solely at the direction of the Board of Directors and shall, except as otherwise provided by law, by the Articles of Incorporation, by these by-laws, 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 of the corporation.

### **ARTICLE VI**

#### FINANCIAL RESPONSIBILITY

##### Section 1. Check Authorization

The President, Vice-President and Treasurer shall have the authority to execute checks for the corporation; providing further that each check must be executed by two of the three designated officers.

##### Section 2. Bonding

The President, Vice-President and Treasurer of the corporation shall be bonded for financial responsibility at the expense of the corporation in such amounts as determined by the Board to be appropriate. This section shall in no manner preclude the Board of Directors from choosing to bond other individuals at the expense of the corporation who may be acting as agents of the corporation.

##### Section 3. Contracts

The Board may enter into contractual agreements in behalf of the corporation. These are to be executed by the President with a majority vote from the Board. Whenever feasible, the Board should obtain competitive bids on goods and services to be purchased. The Board is not required to accept the lowest bid, when, in their judgment, acceptance of a higher bid would be in the best interest of the corporation.

### **ARTICLE VII**

#### COMMITTEES

##### Section 1. Committees of Directors

The Board of Directors, by resolution adapted 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 of the Articles of Incorporation of the corporation 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 VIII**

### CERTIFICATION 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 Vice-President and by the Secretary or an Assistant 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 therefore upon such terms and conditions as the Board of Directors may determine.

## **ARTICLE IX**

### SEAL

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

## ARTICLE X

### DUES AND ASSESSMENTS

#### Section 1. Levy of Assessments

The Board of Directors may levy special assessments when necessary subject to ratification of the membership according to Article III, Section 2-6.

*(Original Text)*

#### [Section 2. Late Charges

*The Board of Directors may establish and publish a schedule of late fees, in accordance with applicable law, which shall be collected in the event a member of the corporation or any other person charged with responsibility for paying dues or assessments is delinquent in making such a payment.*

*Each corporation member and other person charged with responsibility for paying dues or assessments for a dwelling unit agrees to be bound by the schedule of late fees, if adopted by the Board.*

*In the event it becomes necessary to institute legal proceedings to recover late dues or assessments the Board of Directors is instructed to sue to recover, and the corporation member, or other person financially responsible, agrees to pay reasonable attorney fees and other legal expenses encountered in recovering late dues or assessments.]*

(Amended 07/17)

#### Section 2. Late Charges, Fees and Costs; Accelerated Assessments

The Board of Directors may establish and publish the schedule late fees, in accordance with applicable law, which shall be collected in the event a member of the Corporation or any other person charged with responsibility for paying dues or assessments is delinquent in making such a payment.

Each Corporation member another person charged with responsibility for paying dues or assessments for dwelling unit agrees to be bound by the schedule late fees, if adopted by the board.

In the event it becomes necessary to institute legal proceedings to recover late dues or assessments the Board of Directors is instructed to sue to recover, and the Corporation member, or other person financially responsible, agrees to pay reasonable attorney's fees

and other legal expenses encountered in recovering late dues or assessments. Subject to and in accordance with these Bylaws the Board of Directors may take action to collect any assessments due from any Owner. Each defaulting Owner shall be responsible to pay the Association accelerated assessments, all costs of collection incurred by the Association, including without limitation, reasonable attorney's fees, filing and other related costs, interest, late charges and any other administrative charges established by the Board through a policy resolution. All such notices, demands, requests, statements or other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address above, whether in person, by express courier or by mail or (ii) three (3) business days after the postmark date of mailing. If any Owner rejects or refuses to accept any notice or other written communication from the Association which complies with the requirements stated herein, the Owner's actions shall not invalidate the effectiveness of any notice, demand, request, statement or other communication and the Association shall charge the Owner with notice of the contents of the written communication.

## **ARTICLE XI**

### **BUDGET**

Each year in the month of November the Treasurer, at the direction of the Board of Directors, shall publish and subsequently hold a public hearing for the purpose of a budgetary review. The budget will be presented at the annual meeting.

This article shall not preclude the Board from adjusting specific line items during the course of the year should it become necessary, so long as the total budget figure approved by the membership is not altered.

## **ARTICLE XII**

### **AMENDMENT TO BY-LAWS**

These by-laws may be altered, amended, or repealed and new by-laws may be adopted by the Board of Directors, upon the ratification by a majority vote of a quorum consisting of 50% of the membership.

# GUIDELINES FOR WHEELWRIGHT CLUSTER

## BACKGROUND

These Guidelines are designed to maintain architectural consistency within the cluster, to aid residents in exterior alterations they wish to make, and to document the rules and regulations that govern the use of common ground.

The original Guidelines for Wheelwright Cluster Association were adopted October 5, 1976. The guidelines for the Wheelwright cluster are described in three sections: 1. Architectural Guidelines; II. Use of the Common Grounds; and III. Cluster Dues Payments. These guidelines supersede all previous issuances.

These Guidelines must be used in conjunction with the current general design guidelines for clusters maintained by the Reston Association's Design Review Board, which can be found on the RA website at <http://www.reston.org>. Applications for approval are also on that website.

Physical samples or pamphlets for many design items are catalogued by both RA and the Wheelwright Cluster Board.

## 1. ARCHITECTURAL GUIDELINES

### **A/C, AIR HANDLERS, HEAT PUMPS (EXTERNAL)** (Added 09/2022)

Individual external air-conditioning, air-handling, or heat-pump units are permitted to be located within the front garbage bin enclosure or at the back of the townhouse.

### **ANTENNAS AND SATELLITE DISHES**

Per the RA Design Guidelines:

It is recommended that antennas for radio, television, CB radios, etc. be completely enclosed in attics.

No application is required for the installation of a compact (one meter/39 inches or less in diameter) DBS or MMDS satellite dish, providing that the dish is located

- a. on the ground, as close to the house as practical, at the rear of the house if possible, in a landscaped area (but not on Cluster common

- property), painted a muted earth-tone color;
- OR b. on a deck at the rear of the house, with minimal projection above the height of the deck railing, and painted a color that blends with the deck or house wall;
- OR c. on the rear or side wall of the house, as low as practical, and painted the color of the surface to which it is attached;
- OR d. (if a, b, or c will not provide reception of acceptable quality) on the roof, facing the rear of the property and set into a comer or near the chimney if possible, not projecting above the ridge line, and painted the color of the roof shingle;
- OR e. (if a, b, c, or d will not provide reception of acceptable quality) in the location which will best minimize its visibility from, and impact on, neighboring properties and streets. An application for any other arrangement is required by the covenants.

## **ATTIC FANS OR VENTILATORS**

Per the RA Design Book:

“Attic ventilators or other mechanical apparatus requiring penetration of the roof should be as small in size as functionally possible and should be painted to match the roof. They should be located, generally, on the least visible side of the roof and not extend above the ridge line.”

An application for approval of such installation is required by the covenants.

## **DECKS AND BALCONIES** (Amended 09/2022)

Definitions: A ground-level deck is a raised platform made of such organic material as wood or particle-board placed at the rear of the house. The balconies are extensions from the back of the second level of the 3 level units in the cluster.

Dimensions: No size limits are recommended for ground-level decks. The deck may not exceed beyond the personal property line on to common ground - this would include steps, fencing, or any other attachments to the deck. The personal property line in Wheelwright Cluster extends no more than 15' behind each house, and no more than 5' out from the side wall of an end unit. If a deck is 2' high (from ground level) the county requires it to have a railing.

Balconies cannot extend beyond the property line; up to a maximum of 15' from rear of house.

Stairs are permitted from balcony to ground, provided that they are compliant with Fairfax County building codes, Reston design guidances, and the Wheelwright Cluster design and color elements for decks and railings.

Materials & Style: Pressure-treated wood structure. Wood or composite decking for horizontal surfaces. Railings may either be wood, composite, or metal; squared in design with square balusters (2"x2" balusters for wood) spaced no more than 4" apart. A space for a "leaf sweep-out" is permitted below the bottom guard runner in the railing.

For composite or metal railings, a tempered glass panel system, manufactured for this purpose, may replace the balusters (such as Trex Glass Panel).

Colors:

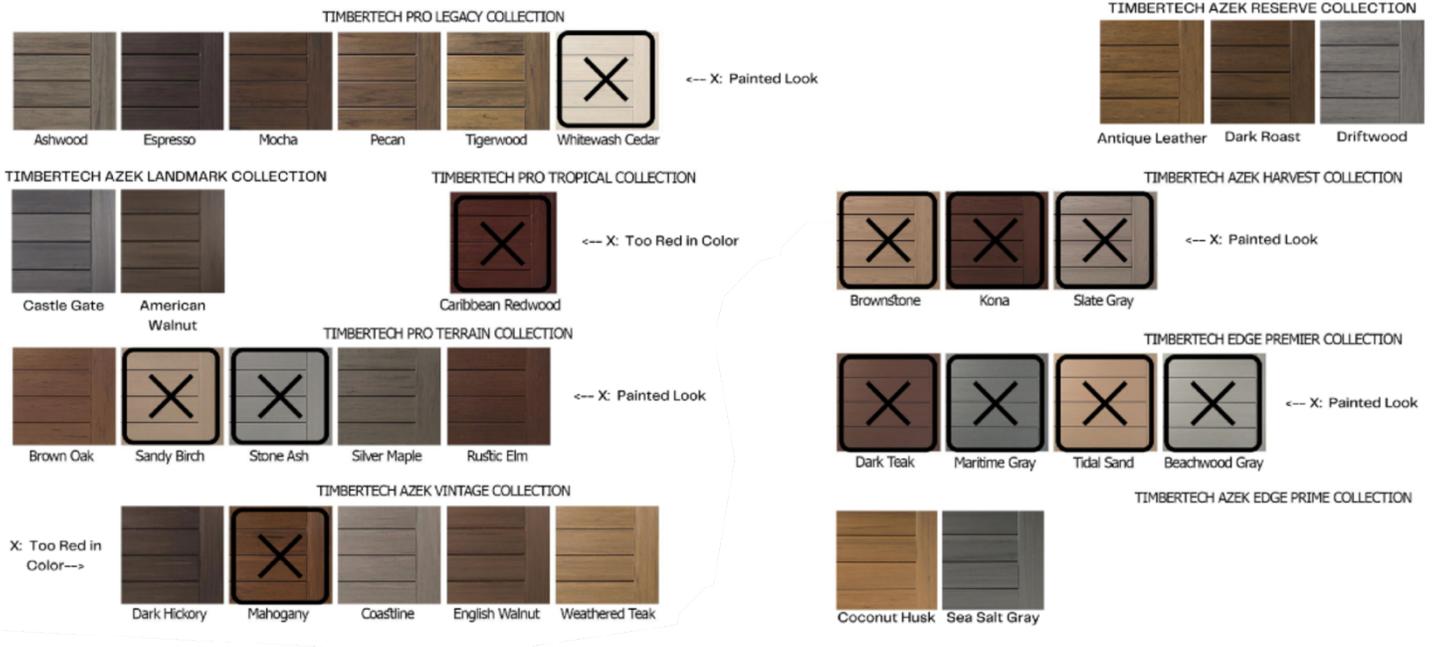
Wood - Wood - Natural, clear sealed, painted/stained to match house trim (Olympic Oxford Brown), or stained to a color reflecting the natural states of colors created by weathering wood material. See allowed composite decking colors for stain color selection compatibility.

Composite decking for horizontal deck surface and cocktail railing cap -

Composite decking colors should reflect the natural states of the colors allowed by wood material. Composites shall be wood-grained in pattern; in a light wood, grey, or dark brown color. A "painted look" dark brown composite, that coordinates with the Olympic Oxford Brown house trim is also permitted.

- Decking and cocktail railing cap shall coordinate in color.
- Visible wood elements on a deck with composite decking may be stained to match the composite decking.
- Composite or metal railings shall be all black or all brown.
- Glass Panel shall be clear and untextured.

Manufactures for composite decking are not specified, but pre-approved colors for Trex and TimberTech are shown below, for comparison of requested material’s color compatibility. Colors that are “too red” or are of a “painted look” style are prohibited; except if the “painted” color matched the current house trim color, Olympic Oxford Brown.



Below Deck Drainage and Cover: TimberTech “Dryspace”, Trex “RainEscape”, or similarly manufactured for this purpose product may be installed below upper balcony deck. Gutter Panels in White, Bone, Brown, and Black color are permitted, but gutter troughs and downspouts shall match existing, approved, gutter color for house. Drainage runoff must also be considered and any changes caused by the addition of a below-deck protector must not adversely affect adjoining properties or common grounds.

**Any changes to the existing design, dimensions, or materials of decks or balconies must be approved by Wheelwright Cluster and the Reston Association.**

**An application for approval of such an installation is required by RA.**

**EXTERIOR SIDING** (Amended 09/2021)

Vertical Grooved Siding:

Upper vertical siding and siding on trash enclosures shall be 4’x8’ or 4’x9’ sheets of 8-inch on-center wood T1-11 or cement fiberboard to match (such as HardiePanel Sierra-8).

For existing applications of 12" on-center, reverse board and batten/T1-11: a single 4'x8' or 4'x9' 12" on-center sheet may be used for repairs. When replacing more than one sheet of 12" on-center material on the front or rear side of house, the entire side to be repaired shall be updated to an 8" on-center material. 8" on-center may not be mixed, per side of house, with 12" on-center material.

It is not required to file a DRB when changing from 12" to 8" wood. A DRB is required when changing from any type of material to another type (wood to cement board, vinyl to wood, etc...)

#### Stucco Siding:

Lower textured stucco panels shall be either wood panels covered with texture to match or HardiePanel "Stucco" texture panel (or matching).

#### Vinyl Siding:

The previously approved colors of the vertical vinyl siding by Certainteed under the "Ironmax" trade name have been discontinued by the manufacturer and are no longer approved for new installations. Existing installations that adhered to the previous design guidelines, shall be considered approved until substantial replacement is needed. When substantial replacement is necessary, vinyl siding shall be changed to an approved material; currently 8" oc wood or fiber cement board.

### **HOUSE VERTICAL SIDING COLORS** (Amended 09/2021)

The cluster has a palette of house stain or paint colors which has been approved by the DRB. You do not need to seek approval to repaint the existing color. If you wish to paint a color other than the existing wood or vinyl color, you must submit an application to the DRB for approval.

For upper siding, you may select any color in this list with the restriction that there be no two adjacent houses the same color and that the DRB approve your choice. You are not required to use a certain brand of stain or paint, but the colors must match those in existence.

All trim is colored Olympic Stain-Oxford Brown; all balconies are either natural wood finish or Olympic Stain-Oxford Brown - these areas will remain the same color.

At its meeting September 7th, 2021, the Reston Association Design Review Board approved the color palette change to the following colors. Older or non-compliant colors will have a period of 10 years from this date, to update to the

new approved colors listed below. As the vinyl siding has been discontinued by the manufacturer, houses currently sided in vinyl will not be affected until such time that the vinyl siding is replaced with another approved siding product (currently 8” on-center wood or cement fiberboard).

House Color Palette for Upper Vertical Siding and Trash Enclosures:

Olympic Cape Cod Gray Solid Color Stain (carried over from prior approved color palette)

Sherwin Williams Paint Connected Gray	SW6165
Sherwin Williams Paint Curio Gray	SW0024
Sherwin Williams Paint Needlepoint Navy	SW0032
Sherwin Williams Paint Steely Gray	SW7664
Sherwin Williams Paint Naval	SW6244
Sherwin Williams Paint Gauntlet Gray	SW7019

**WHEELWRIGHT COLOR PALETTE**

Colors that Match Existing Vinyl



**TRIM** (Amended 8/2021)

Trim shall be of exterior grade quality and compliant with current design sizes for width. Trim materials used may be PVC resilient trim; fiber cement trim; or solid wood boards, in smooth or rough sawn texture, in pressure-treated, cedar, or fir. This trim shall be painted or stained to match Olympic Solid Color Stain-Oxford Brown. Poly-vinyl-coated aluminum wrapped trim may be used in a shade to match Olympic Oxford-Brown.

Existing installations of poly-vinyl-coated aluminum wrapped trim in color “No. 909 Musket Brown” shall be considered approved until full replacement is required.

## **STUCCO COLORS** (Amended 3/2004)

In November 2003, the DRB approved a single new stucco color for all stucco surfaces in the Cluster. All houses must use the new color when stucco is repainted.

### 2003 Approved Color:

Amber White, by Duron Paints

## **FRONT DOOR STYLES AND COLORS** (Amended 5/2024)

Doors should be a single door with a single attached sidelight as originally designed.

Materials: Doors and sidelight surround may be metal, fiberglass, or wood.

Style: Door style may be flat (no-panel), single, double, or triple panel as shown in the below images. Door panels may flat or raised. The single panel in a single panel door or the upper panel, for double and triple panel doors, may be glass.



Glass: Glass in door panel or sidelight may be clear, frosted, or one of the decorative glass options specified by model and manufacturer below.

Manufacturer: ThermaTru; Glass Style: Axis or Pembridge

Manufacturer: Masonite; Glass Style: Brooklyn

Manufacturer: Mimi Door; Glass Style: Atherton

Manufacturer: Jeld-Wen; Glass Style: Atherton or Wendover



Colors: Door color may either be painted or factory finished to match one of the following colors:

Sherwin Williams	Aquaverde	SW 9051
Sherwin Williams	Chateau Brown	SW 7510
Sherwin Williams	Commodore	SW 6524
Sherwin Williams	Dewberry	SW 6552
Sherwin Williams	Dhurrie Beige	SW 7524
Sherwin Williams	Exclusive Plum	SW 6263
Sherwin Williams	Fabulous Grape	SW 6293
Sherwin Williams	Greek Villa	SW 7551
Sherwin Williams	Intense Teal	SW 6943
Sherwin Williams	Merlot	SW 2704
Sherwin Williams	Peppercorn	SW 7674
Sherwin Williams	Poinsettia	SW 6594
Sherwin Williams	Powder Blue	SW 2863
Sherwin Williams	Queen Anne Lilac	SW 0021
Sherwin Williams	Rookwood Red	SW 2802
Sherwin Williams	Roycroft Bottle Green	SW 2847
Sherwin Williams	Santorini Blue	SW 7607
Sherwin Williams	Tricorn Black	SW 6258



Or:

Door may be dark stained wood or manufactured to look like dark stained wood.

## **FENCES** (Amended 05/2024)

Two types of fencing are recommended for the cluster: the same design as the existing privacy fences and a staggered board fence. An application must be filed so that the location and sight line obstruction may be checked before approval is given by the DRB. These fences are to be across the rear of the lot but may be configured in other than straight lines if the DRB approves. All fences must be within the bounds of the individual's property.

The cluster Board strongly urges you to discuss your plans for a fence with your immediate neighbors to ensure you will not be blocking their view.

### Types:

1. Same design as existing privacy fences
2. Staggered Board

### Design Requirements:

- Must match existing fencing in the cluster in material, height, color, and design.
- Top and bottom of fence to be maintained horizontal, if the ground slopes the fence is to be stepped down.
- Bottom of the fence is to be no more than 12" from grade.
- Vertical members not to be extended above the horizontal top rail wood cap.
- Fence post caps made of wood, metal, or composite material in a simple, square design may be added to fence posts. Caps can be either clear sealed (wood caps only) or colored to match Olympic Oxford Brown.
- Any caps on posts must not extend above the horizontal top plane.
- The gate must match the fencing material, color, height, and design. The top is to be straight and flush with the top of the fence (not rounded).
- All fences are to be stained or painted to match existing house trim color, Olympic Oxford Brown, or they may be clear sealed.

## **FIREPLACE CHIMNEYS**

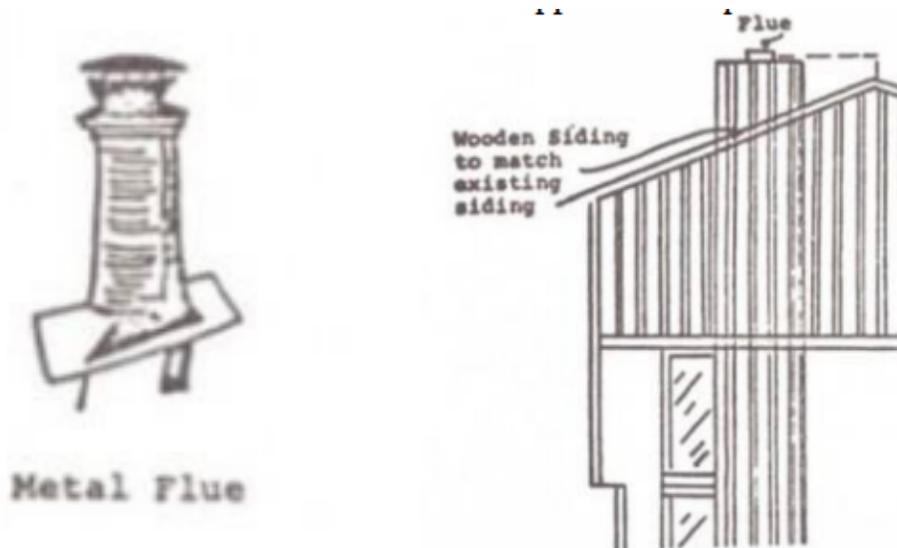
Per the RA Design Book:

“Metal flues which penetrate the roof should be painted either flat black or to match the roof. Masonry chimneys and wood flue enclosures may be used when compatible in design and location, and color with the existing house.”

Inside units with fireplaces should place the chimney on the rear of the house if at all possible.

An application for approval of either type of installation is required for DRB approval. In addition, County inspection and approval is required.

Drawings below are for illustration:



## **GRASS LENGTHS**

It is recommended that yard grass be mowed when it reaches heights between 3 and 4 inches. The common grounds will be kept at an average length of 3 inches.

## **HOUSE NUMBERS** (Amended 9/2022)

### Types

1. Original-style blue and white square metal placard; located near front exterior light
2. Simply designed, individual numbers
  - Numbers may not exceed 6 inches in height
  - Numbers may be plastic or metal material; black, dark brown, brass, or silver in color
  - Numbers should be easily visible from sidewalk and shall either be located around the front door or on the garbage bin enclosure

## **LIGHT FIXTURES** (Amended 3/2004)

The original front light fixture, a clear Lucite cube mounted on a horizontal black metal ring and covering a vertical bulb, is no longer available for purchase. On 4 December 2001, the DRB approved an alternate cluster standard for front light fixtures, consisting of a clear upright glass globe on a black fixture, as installed at 2228 Wheelwright Court.

In October 2003, the DRB approved two additional alternate Cluster standards for front light fixtures. The DRB did not specify whether the installation would be globe-up or globe-down, leaving the option to the homeowner.

Single Light Outdoor Wall Lantern, Sea Gull Lighting Item #: 8753\_34 Single Light Outdoor Wall Lantern, black polycarbonate finish, white glass globe. Size: Width: 6" Height: 7 1/4" Extends: 7" Height from center of outlet box: 2 1/4" Light Bulbs: 1 Medium Base 60 W Max 120 Volts



Single Light Outdoor Wall Lantern, Sea Gull Lighting Item#: 8300J2 Outdoor wall lantern, black cast aluminum finish and white polycarbonate globe. Size: Width: 6" Height: 7" Extends: 7" Height from center of outlet box: 3 3/4" Light Bulbs: 1 Medium Base 100 W Max 120 Volts Lamp \$25.20

Converting to these light fixtures does not require any application process. Converting to any other light fixture requires application to the DRB for approval.

## **MAILBOXES** (Added 10/2007)

Mailboxes are the property of, and maintained by, the Wheelwright Cluster Association. One mailbox is reserved for the exclusive use of each residence in Wheelwright Cluster.

## **PATIOS** (Amended 9/2022)

Definition: Ground-level extensions placed at the rear of the house.

Dimensions: No size limitations are recommended; however, the patio is not to extend beyond the personal property line onto the common ground; this would include any enclosures adjacent to the patio. The personal property line in Wheelwright Cluster extends no more than 15' behind each house, and no more than 5' out from the side wall of an end unit.

Materials & Style: Natural, clear sealed, weathered shades of wood compatible with the exterior of the house, or painted/stained to match house trim (Olympic Oxford Brown); composite decking over a pressure-treated wood structure, composite decking color should adhere to the guidelines for Decks; natural brick or natural masonry or concrete.

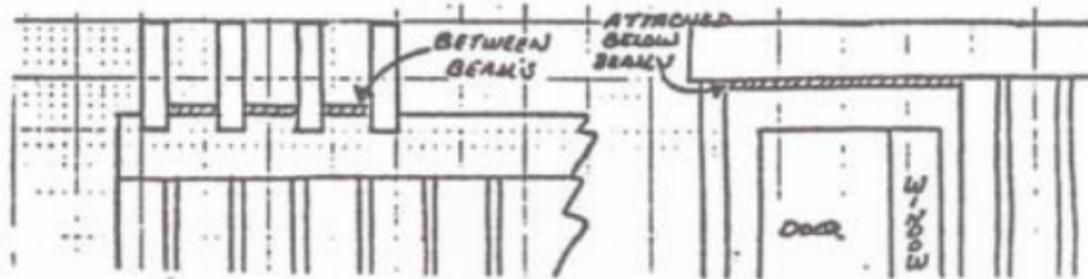
Drainage: Drainage must be considered and any changes caused by such an addition must not adversely affect adjoining properties or common grounds.

## **PORCH & STORAGE AREA ROOFS**

Design: The roof should be designed and constructed in such a way that it cannot be seen from the parking lot or sidewalk.

No roofing structure should be attached to the top of the decorative porch beams or utility area.

Roofs may be constructed between the decorative beams or attached below the beams, as illustrated below:



Any roof will have to be designed and constructed to slope away from a neighboring entrance and in such a manner that rainwater will drain away from your and your neighbor's house.

Materials:

2. Plexiglas, glass and translucent plastic - clear, white or the color of the house trim.

## **ROOFS** (Amended 10/2020)

Replacement roofs should be rectangular 3 tab shingles or rectangular architectural shingles. One light color option and one dark color option have been approved in each style, 3-Tab or Architectural, from each of the three main roofing manufacturers; CertainTeed, GAF, and Owens Corning. See Charts Below:

- GAF, Royal Sovereign, 3-tab, asphalt shingles, color: Golden Cedar (existing)
- GAF, Royal Sovereign, 3-tab, asphalt shingles, color: Autumn Brown (addition)
- GAF, Timberline, Natural Shadow, architectural shingles, color: Shakewood (addition)
- GAF, Timberline, Natural Shadow, architectural shingles, color: Hickory (addition)
- Owens Corning, Oakridge, architectural shingles, color: Desert Tan (existing)
- Owens Corning, Oakridge, architectural shingles, color: Brownwood (addition)
- Owens Corning, Supreme, 3-tab, asphalt shingles, color: Desert Tan (addition)

- Owens Corning, Supreme, 3-tab, asphalt shingles, color: Brownwood (addition)
- CertainTeed, XT-25, 3-tab, asphalt shingles, color: Resawn Shake (addition)
- CertainTeed, XT-25, 3-tab, asphalt shingles, color: Cedar Brown (existing)
- CertainTeed, Landmark, architectural shingles, color: Resawn Shake (addition)
- CertainTeed, Landmark, architectural shingles, color: Burnt Sienna (addition)

<b>DARK COLORED ROOF SHINGLES</b>			
	<b>SHINGLE MANUFACTURERERS</b>		
<b>SHINGLE STYLE</b>	<b>CertainTeed</b>	<b>GAF</b>	<b>Owens Corning</b>
<b>3 - TAB</b>	Model: XT-25 Color: Cedar Brown	Model: Royal Sovereign Color: Autumn Brown	Model: Supreme Color: Brownwood
<b>ARCHETECTURAL</b>	Model: Landmark Color: Burnt Sienna	Model: Timberline - Natural Shadow Color: Hickory	Model: Oakridge Color: Brownwood

<b>LIGHT COLORED ROOF SHINGLES</b>			
	<b>SHINGLE MANUFACTURERERS</b>		
<b>SHINGLE STYLE</b>	<b>CertainTeed</b>	<b>GAF</b>	<b>Owens Corning</b>
<b>3 - TAB</b>	Model: XT-25 Color: Resawn Shake	Model: Royal Sovereign Color: Golden Cedar	Model: Supreme Color: Desert Tan
<b>ARCHETECTURAL</b>	Model: Landmark Color: Resawn Shake	Model: Timberline - Natural Shadow Color: Shakewood	Model: Oakridge Color: Desert Tan

Replacement roofing colors must be approved by Wheelwright Cluster Board if these approved colors are no longer available.

Existing roofs with prior DRB approval do not need to be replaced.

### **SKYLIGHTS** (Amended 07/2008)

The original skylights were domed plexiglass and continue to be approved by Reston Association if they need to be replaced. On 15 July 2008 Design Review Board of Reston Association approved an alternative to the plexiglass dome. RA/DRB approved a skylight replacement (Velux brand fixed-mount flat tempered glass) in conformance with the Design Guidelines with the stipulations that the size of the skylight remain the same as the original skylight and that the frame and flashing match the color of the roof.

## **STORM DOORS** (Amended 05/2024)

Design: Simple, without ornamentation

Color: Painted to match entry door or trim

Types:

1. Full glass
2. Glass divided by support bar
3. Two-thirds or three-quarter glass panel top, with a solid, opaque bottom. Glass panel may be part or full screen; bottom may have a simple, single panel design.

## **STORM WINDOWS**

The following are recommended:

1. Existing storm windows supplied some houses by the builder Capital windows
2. Upgraded windows, similar in design to existing windows and with trim to match house trim.

Replacement windows and sliding glass doors require an application for approval by the DRB.

## II. USE OF THE COMMON GROUNDS

The following guidelines apply to activities on common grounds in Wheelwright Cluster

### **CHILDREN**

1. Parents are requested to keep an eye on their children to see that they do not damage, deface, or destroy commonly owned property in the cluster.
2. Parents are encouraged to ask their “Big-Wheel” drivers to give right-of-way to pedestrians on sidewalks. They are also asked to remember that some residents sleep late so the postponement of “Big-Wheel” activities from the early hours would be appreciated.

Note: Police request that “Big-Wheels,” tricycles, and similar small riding toys remain on sidewalks. They are not to be ridden in the streets because they are so low that they cannot be seen by drivers in automobiles.

### **DOMESTIC PETS** (Amended 12/2024)

#### **CATS**

Owners of cats are responsible for any damage to private property caused by their animals. Please be aware of your pet’s activities and should a problem arise, determine a solution as soon as possible.

#### **DOGS**

##### **Dog Walking**

1. Dogs must be kept on a leash at all times unless in a fenced yard. Dogs must not go unaccompanied on common ground or another person’s property.

2. Dogs may be “walked” in the wooded periphery areas of the cluster or in common areas that are not listed in the “DO NOT WALK” areas below.

- This does not preclude someone from using their personal property.
- This does not preclude someone from leaving the cluster property.

**Regardless where dogs are “walked”, owners must clean up pet waste and dispose of it in their personal trash can or the cluster trash can located in the tot lot. There is never a time or place where this rule doesn’t apply.**

3. If you wish to stake your dog in your yard so that his path extends beyond your property line, check with your neighbors to see if this is agreeable with them. If it is, then immediate clean-up of common ground grassy areas would be required in accordance with #2 under Clean-up.

4. DO NOT “walk” animals in these areas:

- Another person’s property
- The entry areas of the cluster
- The hill or sidewalk area on Olde Crafts Drive
- The inner courtyards, including the park area in the southern part of the cluster, sign area in the front of the cluster, landscaped lower cluster island, little free library garden, and the monarch garden at the rear of the cluster.
- Where there are posted signs that explicitly ask for dogs to stay off the grass.

5. Clean-up

1. Individual dog owners are responsible for clean-up after their own animals. This must be done immediately after defecation. This is a requirement throughout Reston, including the woods and pathways. Dog waste poses a hazard to human health, to wildlife, and to the quality of local streams.

2. Any defecation by a dog on cluster common ground areas must be cleaned up IMMEDIATELY by the owner or person responsible for the animal.

3. If the owner chooses to utilize his personal property as a “walking” area it should be kept in a sanitary condition.

- If you choose this alternative, it would be thoughtful to make your neighbor aware you have done so and of what your clean-up schedule will be. This knowledge could easily avoid apprehension on their part
- A county code exists concerning sanitary conditions and pets and states that animals are not to be kept in such a manner as to cause unsanitary conditions.

## **FIRES**

1. Campfires are prohibited on common grounds
2. Portable barbecues may be used temporarily on common ground providing the ground is left as before use. Dumping of soot and ash is prohibited on common ground.

## **FIREARMS**

No firearms, hand guns, rifles, air rifles, BB guns, pump guns, etc. are permitted on common ground or an RA open space lands.

## **FIRECRACKERS**

No firecrackers are permitted on common ground.

## **FIREWOOD STACKING**

1. Firewood may be stacked in the woods as long as it does not exceed 4 feet in height. The amount of wood shall also not exceed 1 cord at a time.
2. No axes or tools of any sort are to be left around the wood. The area is to be kept free of any sharp wood slivers or chips

3. Approval by the Board of Directors is required before any cover, tarp, etc. is placed over the firewood.
4. Wood is to be stacked in the wooded areas beyond the grass of the common ground. Stacking wood on grass kills the grass.

### **RECREATIONAL AREAS**

Currently only one area of permanent recreation space is defined:

Large tot lot in the east central end of the cluster.

### **SPEED LIMITS**

Speed limits within the bounds of the cluster are no more than 10 miles an hour.

### **STRUCTURES. OBJECTS. ETC.**

1. Nothing shall be built, planted or in any way added to or removed from common ground without first applying to the Wheelwright Board of directors and without final approval from RA (when required).
2. Unauthorized structures and items not approved by the Board of Directors or by RA must be removed by those individuals responsible for them.
3. Individually owned items including but not restricted to portable pools, swing sets, picnic tables, equipment and tools, shall be prohibited from common ground, unless approved by the Board of Directors in advance. Homeowners may apply in writing to the Board to allow long term placement of specific individually owned items in common areas, provided those items are: (1) removable; (2) do not block access; (3) are for the use and benefit of the entire community; (4) complement the architecture of the community; and (5) are not prohibited by Reston Association.
4. Debris resulting from private landscaping or from private construction may remain on common ground adjacent to the area being worked on for up to 3 weeks. All debris must be removed from cluster common ground and the common ground must be returned to the original condition when the project is completed, i.e., dead sod shall be replaced, and original grading will be maintained.

5. Advertising signs of any type, including but not restricted to real estate, political, or private advertising signs, are prohibited on common grounds, with the exception of open house signs or garage sale signs permitted from sunrise to sunset, the day of the event only.

6. Work or lawn tools, bicycles, tricycles, wagons, carts, and other playthings must be removed from walkways and all common ground at the end of the day, by dusk.

7. Common ground is not to be used for temporary storage of equipment, material, or personal-use items.

### **TRASH & GARBAGE** (Amended 11/2002)

1. Dumping or scattering of plant trimmings, clippings, or cuttings on common ground is prohibited. These should be bagged for yard waste pick-up, which currently takes place on Fridays.

2. Trash and garbage are to remain in storage areas until the night before collection, when they should be placed at the curb.

### **VEHICLES**

1. All motorized vehicles are prohibited from cluster pedestrian paths and from all common grounds. Vehicles necessary for construction or maintenance purposes are permitted access.

2. Owners of vehicles with excessive oil or gasoline leaks shall regularly apply an absorbing agent to the parking and sidewalk areas soiled as these materials destroy the asphalt parking surfaces and create unsightly stains on concrete. Owners of vehicles which damage surfaces may be charged for necessary repairs if they have not taken steps to minimize damage.

3. Long-term or major maintenance of vehicles shall not cause an “eyesore” or “cluttering” of the parking areas. Vehicles shall not be left unattended while up on jacks or blocks.

## **VEHICLE PARKING REGULATIONS** (April 15, 1982; amended 6/2002)

1. Parking is permitted in marked spaces only. White lines designate each marked space. Parking is not permitted along or around islands.
2. The access ramps at the south end of the cluster are intended for temporary parking only for emergency or service vehicles, or for residents loading and/or unloading personal vehicles on a short-term basis. No overnight parking of any vehicle is permitted on these access ramps.
3. Wheelwright Cluster has a total of 132 parking spaces. All parking spaces are the property of, and are maintained by, Wheelwright Cluster Association. One parking space has been reserved for each residence in the cluster. These reserved spaces are marked RES. followed by a house lot number. These spaces have been set aside for specific homes and are not open to other residents.
4. Vehicles parked in the cluster must be currently licensed, registered, and inspected. Parking in the cluster is restricted to Wheelwright residents and their guests.
5. All vehicles used for recreational purposes — including but not limited to trailers, boats, and campers — are prohibited in cluster parking areas. Owners of recreational vehicles and boats may apply for storage in facilities supplied by RA. EXCEPTION: A temporary overnight recreational vehicle is limited to the use of one parking space and cannot be used for living quarters. Any vehicle that cannot be accommodated completely within the lines of a single parking space is not permitted.
6. All guests of cluster members must conform to the parking rules of the cluster and it shall be the responsibility of their hosts to inform these persons.
7. Any vehicle which does not conform to these regulations will be removed from the cluster at the expense and risk of the owner. Warning procedures are outlined below. Only members of the Board of Directors are authorized to enforce the regulations by towing. Cluster residents are encouraged to help by reminding neighbors and visitors of the regulations when infractions occur.

**PARKING ENFORCEMENT PROCEDURES** (adopted 2/1988 - Revised 1/1992, 6/2002 and 3/2007)

*[1. (OLD TEXT) A notice will be attached to vehicles parked along curbs not designated as parking areas, around islands, or on the access ramps at the south end of the cluster. A log will be kept of warning notices, with date, time, and place as well as vehicle license number and description. Vehicles will be towed after the first logged violation. If the vehicle is parked in a manner or an area in which it could impede the passage of emergency vehicles through the cluster, it may be towed without the issuance of a warning ticket. ]*

1. (NEW TEXT BY MARY DOMINIAC, BOARD PRESIDENT, MAR 07 TO REPLACE ABOVE) Any vehicle parked along curbs or around islands not designated as parking areas is subject to towing without the issuance of a warning ticket because inappropriately parked vehicles could impede the passage of emergency and service vehicles through the Cluster. Vehicles parked after dark on the access ramps at the South end of the Cluster may also be towed without the issuance of a warning ticket, unless they display flashers or some other obvious indication that their presence is temporary. Warning tickets will be attached to inappropriately parked vehicles

whenever possible. A log will be kept of warning notices issued, with date, time and place, as well as vehicle license number and description. Vehicles will be towed after the first logged violation of any type.

2. Unauthorized vehicles parked in reserved spaces will be towed after the first tagged notation. As a matter of policy, the directors of the cluster will encourage residents first to try to resolve parking problems involving inappropriate use of reserved spaces on a personal basis prior to requesting assistance from the cluster board or from persons not residing in the cluster.

3. A letter will be written to residents who have a vehicle parked in the cluster without proper license, registration, or inspection stickers. In the event vehicle ownership cannot be determined, a notice will be attached to the vehicle. If the vehicle is not brought into compliance within 30 days of

delivery of the letter or attachment of the notice, it will be removed. Vehicles without valid license plates will have only 7 days to come within compliance.

4. Vehicles belonging to houses which are two or more quarters past due in their payments of cluster dues are subject to towing as described under III below.

### **III. CLUSTER DUES PAYMENTS**

The amount of Cluster dues is set at the annual Cluster Meeting. Payment is due on the first day of January, April, July, and October. Cluster dues are past due if not received by the Cluster treasurer by midnight of the last day of the month due. An administrative late charge of \$50.00 will be assessed on each past due payment.

Any house in the Cluster which fails to pay one quarterly installment will receive a warning with the next (second) quarterly bill stating that, unless timely full payment is received or the recipient contacts the treasurer and makes acceptable payment arrangements prior to the end of the billing month, parking privileges in the Cluster will be revoked and any vehicles associated with the house will be ticketed and towed without additional warning.

Any house in the Cluster which fails to pay three quarterly installments in succession will have a lien placed on the property by the Wheelwright Cluster Association. The house will be billed for the costs associated with placing the lien on the property.

Cluster dues are annual dues billed in quarterly installments. The Cluster reserves the right to accelerate billing on any property which falls more than five quarters behind in dues payments, and to bill that property for the full annual amount due for the remainder of the year as well as for the past due amount and the costs associated with placing liens on that property.

# WHEELWRIGHT CLUSTER ASSOCIATION

## BOARD OF DIRECTORS – 2025

President	Kristina Redford Myers
Vice President	Sandy Mohler
Secretary	Aaron Rider
Treasurer	Kelly Fairbank
Director	Cyndi Hartman-Newland
Director	Katie Jay

Wheelwright Cluster Association

P.O. Box 9013

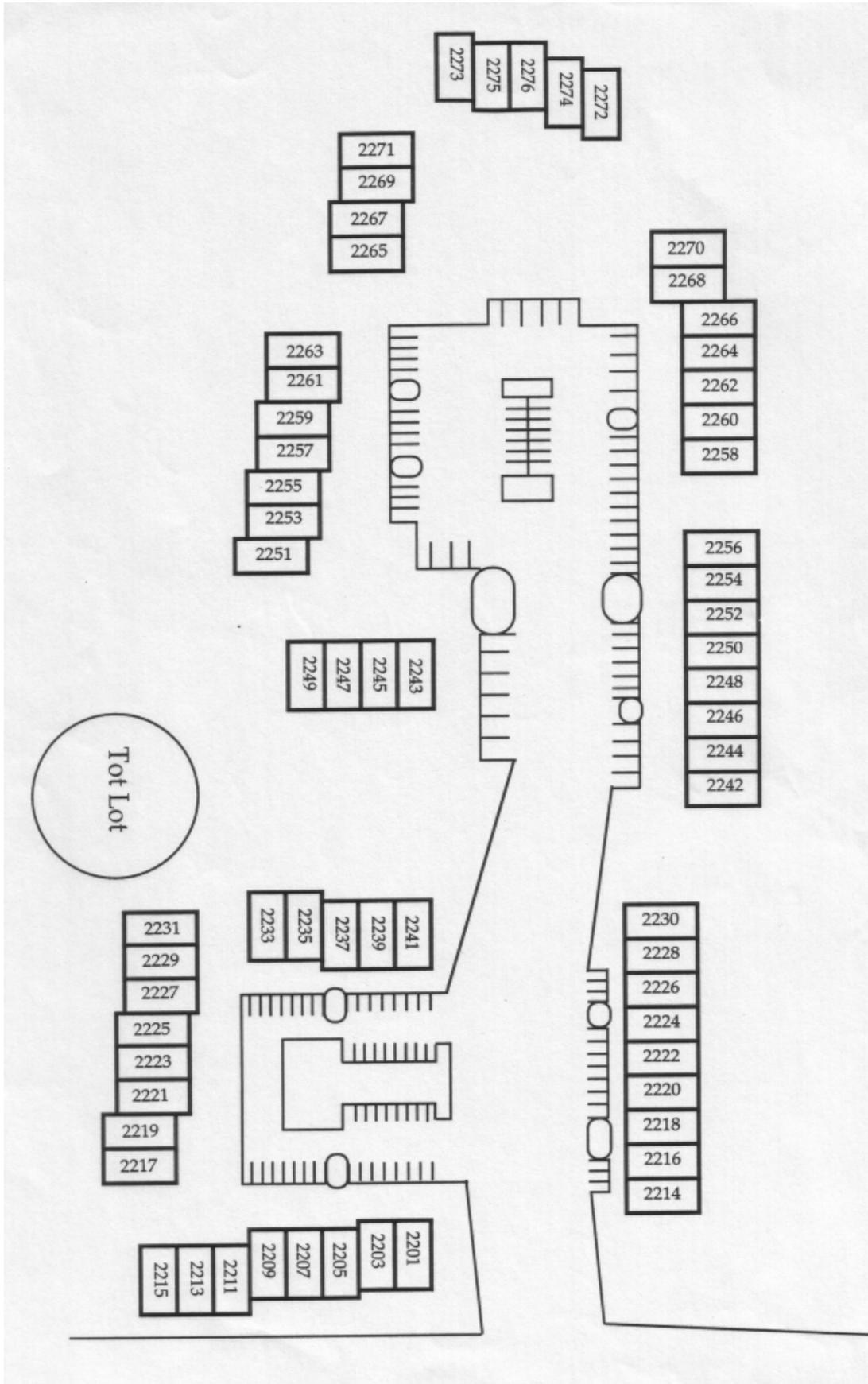
Reston, VA 20195

[wheelwright.cluster.assoc@gmail.com](mailto:wheelwright.cluster.assoc@gmail.com)

<http://wheelwright.website/>

Facebook: @WheelwrightCluster

# WHEELWRIGHT CLUSTER – MAP



**WHEELWRIGHT CLUSTER ASSOCIATION**  
**SPECIAL RESOLUTION NO.: 07- 2017 – Board Adoption of Bylaws Amendment**

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**Approval of Second Amended Bylaws Amendments**

**WHEREAS**, Article 7, Section 7.04 of the **Bylaws** of Wheelwright Cluster Association permits the Board by Directors vote and the Members of the Association to amend the Bylaws at an annual or special meeting of the members, by vote a majority of members in person at that meeting; and

**WHEREAS**, the Board of Directors has determined that the ease of governance of the Association would be enhanced by amending the Bylaws as attached; and

**WHEREAS**, the Board of Directors recommends that the amendments to the Bylaws as approved by the Directors be presented to the of Association Members for a vote at a special meeting; and

**AND IT IS FURTHER RESOLVED**, that the Board of Directors shall recommend the adoption of the proposed amendments as set forth in this Special Resolution and the Board has adopted and approved the following amendments to the Bylaws:

1. Article II, Section 2.2 shall be amended to read as follows:

Absentee ballots may be cast at annual or special meetings of the membership, on any matter that comes before the membership for a vote provided they are:

1. Signed by a member with voting rights as defined in Section 2 and
2. Hand delivered to a member of the Board of Directors prior to the call of the start of the meeting to order; or
3. Sent via US Mail or other recognized postal carrier at least four (4) days prior to the date of the meeting;
4. Or by transmitted to a Member of the Board of Directors by any means of electronic transmission where such transmission is capable of being documented by printing a copy on paper; such electronic receipt and transmission requires the electronic acknowledgement of

the Ballots receipt by the Member of the Board receiving it as part of the Ballot validation and the providing of a printed copy at the meeting where the Ballot will be used; and  
5. Received by the Board of Directors prior to the appointed date and time of the meeting.

2. Article II, amended by the addition of new Section 2.3 Electronic Participation in Voting and 2.4 Use of Technology and shall to read as follows:

Section 2.3 Electronic Participation in Voting. Members shall be deemed present and may participate in, and vote at, any meeting of members by means of remote communication if the corporation has implemented reasonable measures to:

1. Verify that each person participating remotely is a member; and
2. Provide such members a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrently with such proceedings.

2.4 Use of Technology. Due to the development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under these Bylaws, as amended may be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of these Bylaws and dealing with notices, payments, signatures, votes, consents or approvals:

a.) Electronic transmission and other equivalent methods.

The Association, the Owners, and other persons entitled to occupy a Lot may perform any obligation or exercise any right under the Declaration or these Bylaws by any technological means providing sufficient security, reliability, identification, and verifiability. "Acceptable technological means" shall include without limitation electronic transmission over the Internet or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.

b.) Signature Requirements. Subject to the requirements of federal and Virginia law, an electronic or digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under the Declaration or these Bylaws.

c.) Voting rights. Voting, consent to and approval of any matter under these the Declaration, the Bylaws, or applicable provisions of the Virginia Code, as amended, may be accomplished by electronic transmission or other equivalent technological means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non- electronic form.

d.) Nontechnology alternatives. If any person does not have the capability or desire to

conduct business using electronic transmission or other equivalent technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means.

3. Article III, Section 4. Notice of Meetings shall be amended to read as follows

The Corporation shall publish notice of any annual or special member meeting of the members in the manner provided by these Bylaws. Written notice stating the place, day and hour of the meeting and come in the case of a special meeting, the purpose or purposes for which the meeting is called, shall also be mailed or delivered not less than seven nor more than 30 days before the date of the meeting, except as otherwise specified by law or in the bylaws, either personally, by mail, or by electronic means of transmittal ;electronic means shall include the most advanced technology available where proof of attempted delivery can be maintained as a corporate record including electronic transmittal over the internet the community or other network, direct connection, telecopier, facsimile or electronic mail. Notices shall be issued by or at the direction of the President, the Directors of the Corporation, or the Secretary, to each member of the Corporation had at his address as shown on the records of the corporation. A member may in writing signed by him, waive notice of any meeting before or after the date of the meeting stated therein. An Owner who attends a meeting shall be deemed to have had timely and proper notice of the meeting, unless he attends for the express purpose of objecting to the manner in which the Board called or convened the meeting. In addition, an Owner may waive the requirement of notice if he or she delivers to the Secretary for inclusion in the minutes of the meeting a written waiver of such notice either before or after the meeting. Failure to mail or deliver any notice to any member shall not affect the validity of the published notice.

4. Article IV, Section 2, Numbers And Tenure, shall be amended to read as follows:

The number of Directors shall be five. Only members of the Corporation may serve as directors. Starting in 1976, five directors shall be elected at the annual meeting. The three directors receiving the highest vote total in 1976 shall be elected for a term of two years, and until their successors are elected. The two remaining directors elected in 1976 shall be elected for a term of one year, until their successors are elected. Thereafter, as terms expire directors shall be elected for two years so that in alternate years, two and then three directors shall be elected.

Any vacancy occurring on the Board of Directors shall be filled by the board until the next annual meeting of the membership. Thereafter, as far as practice civil, an election to fill a vacancy shall be conducted in accordance with the procedures adopted for the election of directors at the annual meeting. Any director elected to fill a vacancy shall serve until the original director's term has expired.

2.1 Special meetings. Special meetings of the members may be called by the president, or the

Board of Directors, provided further that upon presentation of a petition signed by not less than one third of the voting membership the president and/or Board of Directors shall call a special meeting.

2.2. Director Removal and replacement. Any elected director may be removed from the board, with or without cause, by majority vote of the members present at an annual or special meeting of the members. Quorum for any meeting to remove a director shall be at least 50 % of the members voting. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining elected members of the Board and shall serve for the unexpired term of his predecessor.

2.3 Director Removal by Board. Any director who (1) misses three (3) consecutive meetings of the Board of Directors, or (2) is two or more months delinquent when paying his assessments or (3) not in compliance with any Rules and Regulations (after a duly held hearing) or (4) by 4/5ths resolution of the Directors, they do determine, whenever, in its sole judgment, the best interest of the corporation are served by the removal of a director, such director shall be removed from the Board of Directors, by the Director, at its option.

5. Article IV shall be amended by the adding of new section 10, 11, 12 and 13 and shall be amended to read as follows:

10. Director Conduct. Directors shall, in fulfilling their managerial responsibilities, be charged with certain fiduciary duties: (1) to inform themselves of all material information reasonably available to them prior to making decisions; (2) to never use their position of trust and confidence to further their private interests; (3) to advance the interests of the corporation; (4) to not violate the law; (5) to fulfill their duties; and (6) to act with complete candor towards the Members and the Corporation at all times.

11. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the next meeting of the Board of Directors.

12. Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation, the Directors and Officers of this Association shall not be personally liable to the Association or its Members.

13. Mandatory Indemnification. Upon request, the Association shall indemnify any individual who is, was, or is threatened to be made, a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association, served on any Committee, or of any other legal entity controlled by the Association, against all liabilities and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless the Board of Directors makes a determination that indemnification is not permissible herein or reasonable under the circumstances, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of a legally binding

commitment from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. Such legally binding commitment shall be in a form satisfactory to the Board of Directors. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section.

The rights of each person entitled to indemnification under this Article shall inure to benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association, and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

6. Article X, Section 2. Late Charges shall be amended to read as follows:

Section 2. Late Charges, Fees and Costs; Accelerated Assessments.

The Board of Directors may establish and publish the schedule late fees, in accordance with applicable law, which shall be collected in the event a member of the Corporation or any other person charged with responsibility for paying dues or assessments is delinquent in making such a payment.

Each Corporation member another person charged with responsibility for paying dues or assessments for dwelling unit agrees to be bound by the schedule late fees, if adopted by the board.

In the event it becomes necessary to institute legal proceedings to recover late dues or assessments the Board of Directors is instructed to sue to recover, and the Corporation member, or other person financially responsible, agrees to pay reasonable attorney's fees and other legal expenses encountered in recovering late dues or assessments. Subject to and in accordance with these Bylaws the Board of Directors may take action to collect any assessments due from any Owner. Each defaulting Owner shall be responsible to pay the Association accelerated assessments, all costs of collection incurred by the Association, including without limitation, reasonable attorney's fees, filing and other related costs, interest, late charges and any other administrative charges established by the Board through a policy resolution. All such notices, demands, requests, statements or other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address above, whether in person, by express courier or by mail or (ii) three (3) business days after the postmark date of mailing. If any Owner rejects or refuses to accept any notice or other written communication from the Association which complies with the requirements stated herein, the Owner's actions shall not invalidate the effectiveness of any notice, demand, request, statement or other communication and the Association shall charge the Owner with notice of the contents of the written communication.

And Further, that these items shall be put before the Member for a vote on the amendments on the Fourth day of December, 2017 at the Wheelwright Cluster Association Annual Meeting held in Hunter's Wood Recreation Center, Reston, Virginia.

NOTE: The above Amendments were voted on and accepted as written by unanimous Vote by attendees at the Annual Meeting.

## **APPENDIX 1**

### **Previous Design Guidelines:**

The following are regulations that were previously part of our approved design guidelines for Wheelwright Cluster and have been maintained here for historical reference, ONLY. These guidelines SHOULD NOT be considered as current or approved.

*-EXTERIOR SIDING (Amended 11/2002) The original exterior for siding is cedar, reverse board and batten, 12-inch centers in 4x8 or 4x9 sheets. On 1 October 2002, the Design Review Board approved 5-inch, vertical vinyl siding by Certainteed under the "Ironmax" trade name as an alternative for cedar siding.*

*-HOUSE WOOD STAIN COLORS (Amended 11/2002) The cluster has a palette of house stain colors which has been approved by the DRB. You do not need to seek approval to repaint the existing color. If you wish to use a color other than the existing color, or if you wish to convert from wood siding to vinyl siding in one of the new colors, you must submit an application to the DRB for approval.*

*For wood siding, you may select any color in this list with the restriction that there be no two adjacent houses the same color and that the DRB approve your choice.*

*You are not required to use a certain brand of stain or paint, but the colors must match those in existence.*

*All trim is Olympic Stain-Oxford Brown; all balconies are either natural wood finish or Olympic Stain-Oxford Brown - these areas will remain the same color.*

*The original house stains were semi-transparent oil-based stains manufactured by Olympic Homecare Products of Bellevue, WA. Gold - # 700 Rust - # 704 Brown - # 709 Green - # 732 Only the brown and green are still available in semi-transparent stain.*

*At its meeting 31 July 1989, the Reston Association Design Review Board approved the use*

*of Olympic Solid Color Stains (oil or latex). The basic house stains are: Original semi-transparent: Approved solid color Olympic stains: Gold #700 Cedar Rust #704 Navajo Red Brown #709 Russett Green#723 Avocado Cape Cod Gray\**

*\*At its meeting 5 Sept. 1989, the Reston Association Design Review Board approved the addition of Olympic Cape Cod Gray Solid Color Stain to our basic house stain color palette.*

*-HOUSE VINYL SIDING COLORS (Added 11/2002) On 1 October 2002, the Design Review Board approved Certainteed Ironmax 5- inch vertical vinyl siding as an alternative to the current wood board-on-batten. Five colors from the Ironmax palette were approved for use in the Cluster: Arbor Blend Arctic Blend Frontier Blend Glacier Blend Timber Blend*

*Houses converting to vinyl siding must wrap wood trim around windows, doors and soffits in poly-vinyl-coated aluminum, color "No. 909 Musket Brown."*

*Houses converting from wood to vinyl siding must submit an application to DRB for approval.*

*-ROOFS (Amended 1/2019) Replacement roofs should be of existing material or compatible materials and color to existing roofs. All the original roofs were Sealdon/240-Cedar Brown. On 1 October 2002, the DRB approved two roof replacement shingles, Sovereign "Golden Cedar" and Oakridge "Desert Tan." Rectangular 3 tab shingles and rectangular architectural shingles may be used as long as they match the aesthetic and color approved.*

*-STUCCO COLORS (Amended 3/2004) The three original stucco colors - Ivory, Driftwood, and Spanish Moss - were manufactured and sold under the brand name of Kenitex. None of these colors or the McCormick equivalents - Manila Ivory, Driftwood Equivalent, and Sandstone is available any longer.*

*-DECKS AND BALCONIES*

*Definitions: A ground-level deck is a raised platform made of such organic material as wood or particle-board placed at the rear of the house. The balconies are extensions from the back of the second level of the 3 level units in the cluster.*

*Dimensions: No size limits are recommended for ground-level decks. The deck may not exceed beyond the personal property line on to common ground - this would include steps, fencing, or any other attachments to the deck. The personal property line in Wheelwright Cluster extends no more*

*than 15' behind each house, and no more than 5' out from the side wall of an end unit. If a deck is 2' high (from ground level) the county requires it to have a railing.*

*Balconies cannot extend more than 8' behind the unit.*

*Changes to the design or dimensions of decks or balconies must be approved by the Reston Association.*

*Materials & Style: Natural materials and style should harmonize with exteriors of the townhouses in the cluster.*

*Colors: Colors should be compatible with the trim of the house, however, naturally finished woods or woods that will weather will be considered.*

*An application for approval of such an installation is required by RA.*

#### *-HOUSE NUMBERS*

*A choice of two types*

- 1. Blue and white metal numbers in existence*
- 2. Wooden numbers not to exceed 6 inches in height*
  - The color of these numbers matches the existing house trim*
  - Numbers may be painted or stained in earth colors to match the existing house colors or sealed in their natural state.*

*-PATIOS Definition: Ground-level extensions placed at the rear of the house.*

*Dimensions: No size limitations are recommended, however, the patio is not to extend beyond the personal property line onto the common ground; this would include any enclosures adjacent to the patio. The personal property line in Wheelwright Cluster extends no more than 15' behind each house, and no more than 5' out from the side wall of an end unit.*

*Materials & Style: Natural and weathered shades of wood compatible with the exterior of the house, natural brick or natural masonry or concrete.*

*Drainage: Drainage must be considered and any changes caused by such an addition must not adversely affect adjoining properties or common grounds.*

#### *-DOOR COLORS (Amended 3/2004)*

*The available front door colors depend on whether your house is sided with wood or with vinyl. The following colors are approved front door colors only for houses sided in wood:*

*Original Glidden Colors:*

*Midas, AC-620 (golden yellow) Jangles, AC-631 (antique gold; yellow-green) Penny Arcade, AC-593 (light orange-brown) Spitfire, AC-584 (brown-orange)*

*The original door colors were never popular, so the cluster sought approval for alternative colors in 1976. The new approved colors were by Martin Senour. Martin Senour changed their color book in 1989, so our guidelines list both the 1976 colors and their 1989 equivalents, where known.*

*Martin Senour Colors:*

*1976 1989*

*Autumn Foliage, MI-4111 Copper Vein, 319-8 (YG)*

*Brown Jug, MI- 4112 Tile Red, 318-8 (YG)*

*Bronco Brown, MI-4121 Bronco Brown, 308-8 (YG)*

*Holly, MI-4135 (Unknown shade of green)*

*Martin Senour's Acorn Brown, MI-4120, was approved for several houses on an ad hoc basis, and may be considered within the cluster guidelines.*

*Houses sided in vinyl must choose from the following front door colors, which the DRB approved as coordinating well with the new siding colors (2002):*

*Behr Premium Plus Exterior Colors: Burgundy Mist, PEC-12 Canterbury Woods, PEC-39 Wagontrail, PEC-57 Woodcreek, PEC-18 Ranch Road, PEC-49*

*In November 2003, the DRB approved the use of the above door colors, which had previously been restricted only to use with vinyl siding, for use on any house in the Cluster irrespective of siding type. This approval, however, stipulated that the following siding/door color combinations are not permitted:*

*Prohibited Color Combinations:*

*Navajo Red (siding)/Burgundy Mist (door) Russet (siding)/Canterbury Woods (door) Cedar (siding)/Wagon Trail (door)*

#### *-FENCES*

*Two types of fencing are recommended for the cluster: the same design as the existing privacy fences and a staggered board fence. An application must be filed so that the location and sight line obstruction may be checked before approval is given by the DRB. These fences are to be across the rear of the lot but may be configured in other than straight lines if the DRB approves. All fences must be within the bounds of the individual's property.*

*The cluster Board strongly urges you to discuss your plans for a fence with your immediate neighbors to insure you will not be blocking their view.*

*Types:*

*1. Same design as existing privacy fences.*

- Must match existing fencing in the cluster in material, height, color, and design.*
- Top and bottom of fence to be maintained horizontal, if the ground slopes the fence is to be stepped.*
- The gate must match the fencing material, color, height, and design. The top is to be straight and flush with the top of the fence (not rounded).*
- Bottom of the fence is to be no more than 12" from grade.*
- Metal caps on the posts are not acceptable.*

*2. Staggered Board*

- The top of the fence is to be maintained horizontal, if the ground slopes the fence is to be stepped down.*

- The bottom of the fence is to be no more than 12” from grade.
- Fence to be board-on-board type constructed in design, material, color, and height to match fencing in the cluster.
- Vertical members not to be extended above the horizontal top rail wood cap.
- Metal caps on posts are not acceptable.
- The gate must match the fence in material, design, height, and color. The top is to be straight and flush with the top of the fence (not rounded).
- All fences are to be stained to match existing house trim colors, Olympic, Oxford Brown.

**WHEELWRIGHT CLUSTER EXTERIOR COLOR SCHEDULE**  
**Revised June, 2005**

ADDRESS	LOT NO.	STUCCO & Date Changed	WOOD SIDING & Date Changed	TRIM & Date Changed	FRONT DOOR & Date Changed	FENCE/ BALCONY & Date Changed	ROOF & Date Changed
2214 Wheelwright Ct.	1	Driftwood	Navajo Red	Oxford Brown	Jangles, AC-631	Oxford Brown	Cedar Brown
2216 Wheelwright Ct.	2	Ivory	Cedar	Oxford Brown	Midas, AC-620	Oxford Brown	Cedar Brown
2218 Wheelwright Ct.	3	Ivory	Avocado	Oxford Brown	Holly, MI-4135	Oxford Brown	Cedar Brown
2220 Wheelwright Ct.	4	Driftwood	Russet	Oxford Brown	Penny Acrd, AC-593	Oxford Brown	Cedar Brown
2222 Wheelwright Ct.	5	Driftwood	Navajo Red	Oxford Brown	Red*	Oxford Brown	Cedar Brown
2224 Wheelwright Ct.	6	Driftwood	C. Cod Gray	Oxford Brown	Midas, AC-620	Oxford Brown	Cedar Brown
2226 Wheelwright Ct.	7	Driftwood	Cedar	Oxford Brown	Brown Jug, MI-4112	Oxford Brown	Cedar Brown
2228 Wheelwright Ct.	8	Driftwood	Navajo Red	Oxford Brown	Brown Jug, MI-4112	Oxford Brown	Cedar Brown
2230 Wheelwright Ct.	9	Driftwood	Russet	Oxford Brown	Brown Jug, MI-4112	Oxford Brown	Cedar Brown
2242 Wheelwright Ct.	10	Ivory	Avocado	Oxford Brown	Jangles, AC-631	Oxford Brown	Cedar Brown
2244 Wheelwright Ct.	11	Ivory	Cedar (11/1/98)	Oxford Brown	Aut Foliage, MI-4111	Oxford Brown	Cedar Brown
2246 Wheelwright Ct.	12	White*	Navajo Red	Oxford Brown	Bronco Brn, MI-4121	Oxford Brown	Cedar Brown
2248 Wheelwright Ct.	13	Ivory	Russet	Oxford Brown	Brown Jug, MI-4112	Oxford Brown	Cedar Brown
2250 Wheelwright Ct.	14	Ivory	Avocado	Oxford Brown	Jangles, AC-631	Oxford Brown	Cedar Brown
2252 Wheelwright Ct.	15	Ivory	700 (semi)**	Oxford Brown	White*	Oxford Brown	Cedar Brown
2254 Wheelwright Ct.	16	Ivory	Navajo Red	Oxford Brown	Light Blue *	Oxford Brown	Cedar Brown
2256 Wheelwright Ct.	17	Ivory	Cedar	Oxford Brown	Acorn Brn, MI-4120	Oxford Brown	Cedar Brown
2258 Wheelwright Ct.	18	Driftwood	Russet	Oxford Brown	Aut Foliage, MI-4111	Oxford Brown	Cedar Brown
2260 Wheelwright Ct.	19	Driftwood	Navajo Red	Oxford Brown	Red*	Oxford Brown	Cedar Brown
2262 Wheelwright Ct.	20	Driftwood	Cedar	Oxford Brown	Aut Foliage, MI-4111	Oxford Brown	Cedar Brown
2264 Wheelwright Ct.	21	Ivory	Avocado	Oxford Brown	Jangles, AC-631	Oxford Brown	Cedar Brown
2266 Wheelwright Ct.	22	Ivory	Cedar	Oxford Brown	Aut Foliage, MI-4111	Oxford Brown	Cedar Brown

NOTE: \*Violation — Colors not in accordance with the DRB-approved color palette for Wheelwright Cluster.

\*\*Violation at 2252 Wheelwright Court - house is painted in semi-transparent stain #700. However, trash enclosure/HVAC enclosure is stained "Mahogany" which is not in accordance with color palette.

## WHEELWRIGHT CLUSTER EXTERIOR COLOR SCHEDULE

Revised June, 2005

ADDRESS	LOT NO.	STUCCO & Date Changed	WOOD SIDING & Date Changed	TRIM & Date Changed	FRONT DOOR & Date Changed	FENCE/ BALCONY & Date Changed	ROOF & Date Changed
2268	Wheelwright Ct.	23	Ivory	Cape Cod Gray (12/4/03)	Oxford Brown	Bright Orange *	Oxford Brown Cedar Brown
2270	Wheelwright Ct.	24	White*	Navajo Red	Oxford Brown	Bronco Brn, MI-4121	Oxford Brown Cedar Brown
2272	Wheelwright Ct.	25	Ivory	Cedar	Oxford Brown	White *	Oxford Brown Cedar Brown
2274	Wheelwright Ct.	26	Ivory	Navajo Red	Oxford Brown	Red *	Oxford Brown Cedar Brown
2276	Wheelwright Ct.	27	Driftwood	Cape Cod Gray	Oxford Brown	Acorn Brn, MI-4120	Oxford Brown Cedar Brown
2275	Wheelwright Ct.	28	Driftwood	Avocado	Oxford Brown	Red *	Oxford Brown Cedar Brown
2273	Wheelwright Ct.	29	Driftwood	Cape Cod Gray (4/6/04)	Oxford Brown	Brown Jug, MI-4112	Oxford Brown Cedar Brown
2271	Wheelwright Ct.	30	Ivory	Oxford Brown *	Oxford Brown	Brown Jug, MI-4112	Oxford Brown Cedar Brown
2269	Wheelwright Ct.	31	Ivory	Navajo Red	Oxford Brown	Bright Orange *	Oxford Brown Cedar Brown
2267	Wheelwright Ct.	32	Ivory	Cedar	Oxford Brown	Midas, AC-620	Oxford Brown Cedar Brown
2265	Wheelwright Ct.	33	Driftwood	Cape Cod Gray	Oxford Brown	Midas, AC-620	Oxford Brown Cedar Brown
2263	Wheelwright Ct.	34	Ivory	Navajo Red	Oxford Brown	White *	Oxford Brown "Tiger"*
2261	Wheelwright Ct.	35	Ivory	Cedar	Oxford Brown	Bronco Brn, MI-4121	Oxford Brown Cedar Brown
2259	Wheelwright Ct.	36	Ivory	Avocado	Oxford Brown	Jangles, AC-631	Oxford Brown Cedar Brown
2257	Wheelwright Ct.	37	Ivory	Mahogany *	Oxford Brown	Bright Red *	Oxford Brown Cedar Brown
2253	Wheelwright Ct.	39	Ivory	Cape Cod Gray (4/26/04)	Oxford Brown	Acorn Brn, MI-4120	Oxford Brown Cedar Brown
2251	Wheelwright Ct.	40	Ivory	Navajo Red	Oxford Brown	White *	Oxford Brown Cedar Brown
2249	Wheelwright Ct.	41	Ivory	Cedar	Oxford Brown	Bright Yellow *	Oxford Brown Cedar Brown
2247	Wheelwright Ct.	42	Ivory	Navajo Red	Oxford Brown	Beige *	Oxford Brown Cedar Brown
2245	Wheelwright Ct.	43	Ivory	Russet	Oxford Brown	Holly, MI-413	Oxford Brown Cedar Brown

NOTE: \*Violation — Colors not in accordance with the DRB-approved color palette for Wheelwright Cluster.

\*\*Violation at 2252 Wheelwright Court - house is painted in semi-transparent stain #700. However, trash enclosure/HVAC enclosure is stained "Mahogany" which is not

The following is SPECIFIC PAINTING INFORMATION for each lot. Current known violations (Nov. 2002) departing from the listed approved colors are marked with an asterisk (\*):

Lot Number	House Number	Siding		Stucco Color	Door Color
		Semi-Transp.	Solid Color		
26	2274	Red	Navajo Red	"	Penny Arcade *
27	2276	Cape Cod Gray		Driftwood	Acorn Brown, MI-4120
28	2275	Green	Avocado	"	Spitfire*
29	2273	Red	Navajo Red	"	Brown Jug*
30	2271	Brown	Russet*	Spanish Moss	Brown Jug*
31	2269	Vinyl – Timber Blend		"	Burgundy Mist
32	2267	Gold	Navajo Red	"	Midas
33	2265	Cape Cod Gray	Cedar	"	Midas
34	2263	Red	Russet	Ivory	Penny Arcade*
35	2261	Gold	Russet	"	Bronco Brown
36	2259	Green	Navajo Red	"	Holly
37	2257	Brown	Russet	"	Jangles*
38	2255	Red	Navajo Red	"	Acorn Brown
39	2253	Brown	Russet	"	Acorn Brown
40	2251	Red	Navajo Red	"	Spitfire*
41	2249	Gold	Cedar	Driftwood	Midas*
42	2247	Red	Navajo Red	"	Spitfire*
43	2245	Brown	Russet	"	Holly
44	2243	Red	Navajo Red	"	Bronco Brown
45	2241	Cape Cod Gray		Ivory	Acorn Brown*
46	2239	Gold	Cedar	"	Midas*
47	2237	Green	Avocado	"	Jangles*
48	2235	Vinyl – Arctic Blend		"	Burgundy Mist
49	2233	Gold	Cedar	"	Midas
50	2231	Brown	Russet	Spanish Moss	Bronco Brown
51	2229	Cape Cod Gray		"	Spitfire*
52	2227	Green	Russet	"	Midas*

The following is SPECIFIC PAINTING INFORMATION for each lot. Current known violations (Nov. 2002) departing from the listed approved colors are marked with an asterisk (\*):

Lot Number	House Number	Siding		Stucco Color	Door Color
		Semi-Transp.	Solid Color		
53	2225	Red	Navajo Red	“	Tile Red
54	2223	Brown	Russet	Spanish Moss*	Bronco Brown
55	2221	Red	Navajo Red	“	Spitfire
56	2219	Cape Cod Gray		“	Spitfire*
57	2217	Gold	Cedar*	“	Bronco Brown
58	2215	Gold	Cedar	Ivory	Penny Arcade*
59	2213	Brown	Russet	“	Brown Jug
60	2211	Green	Avocado	“	Holly
61	2209	Gold	Cedar**	“	Autumn Foliage
62	2207	Brown	Russet**	“	Autumn Foliage
63	2205	Red	Navajo Red	“	Acorn Brown
64	2203	Gold	Cedar*	“	Midas*
65	2201	Green	Avocado*	“	Bronco Brown

\* Existing color does not match the approved color palette and is currently in violation of guidelines.

\*\* Shed color does not match house color.

