

**TANGLEWOOD COMMUNITY ASSOCIATION, INC.**

**BY-LAWS**

(Prepared by the Committee  
and approved with amendments by  
the Board of Directors June 7, 1976.)  
Amended at January 27, 1977 Annual Meeting  
Amended at January 12, 2005 Annual Meeting

**ARTICLE I**

**Name**

**Section 1.** The name of this Corporation is Tanglewood Community Association, Incorporated. The Corporation is located in the County of Fairfax, Virginia.

**Section 2.** 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 by the Board of Directors of the Corporation.

**ARTICLE II**

**Membership**

There shall be one class of members. Members shall be the owner (s) of record of any lot (s) in Sections one (1) through Eight (8), both inclusive, of Tanglewood Subdivision as the same appear duly dedicated, platted and recorded among the land record of Fairfax County, Virginia, as further set forth in the Articles of Incorporation of the Association.

**ARTICLE III**

**Meeting of Members**

**Section 1.** Place of Meetings. Meetings of the voting membership shall be held at a place designated by the Board of Directors within the County of Fairfax, Virginia.

**Section 2.** Annual Meetings. An annual meeting of the membership shall be held during the month of January of each year. At such annual meeting there shall be a vote of the members to

fill any vacancies on the Board of Directors in accordance with the requirements of Article IV of these By-laws.

**Section 3. Special Meetings.** Special meetings of the members may be called by the President or the Board of Directors. Upon request of one-fourth (1/4) of the members having voting rights, a special meeting shall be called by the President.

**Section 4. Notice of Meetings.** The Board of Directors shall cause a notice of each annual or special meeting, stating the purpose thereof as well as the date, time and place where it is to be held, to be delivered or mailed to each member of record, at his/her principal address (or last known place of address), at least ten (10) but not more than fifty (50) days prior to such meetings. Delivery of notice of meeting via e-mail to each member is an acceptable alternative as long as each member agrees in writing to accept notification using e-mail. The Board is responsible for updating e-mail addresses of members on an annual basis.\*\*

Notice of a membership meeting to act on amendment of the Articles of Incorporation or these By-Laws shall be mailed or delivered to each member not less than twenty-five (25) nor more than fifty (50) days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment. Delivery of notice of meeting and proposed amendments via e-mail to each member is an acceptable alternative as long as each member agrees in writing to accept notification using e-mail.\*\*

**Section 5. Quorum.** Except as otherwise provided by Statute, the Articles of Incorporation, or these By-Laws, a quorum for the transaction of regular business at any meeting of the members shall consist of not less than twenty-five (25) members of the Corporation having voting rights, including authorized proxies.

**Section 6. Adjournment of Meetings.** If any meeting of the membership cannot be organized for lack of a quorum, the members present shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called without the necessity of further formal notice of such meeting.

**Section 7. Voting.** Each member of the Corporation shall have one vote for each lot owned, except that when any lot is owned of record in joint tenancy or tenancy-in-common or in any other manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of such lot. Such vote shall be exercised only by the unanimous action or consent of the owners of record of such lot who are entitled to vote with respect thereto.

The vote of the majority of those present or represented by proxy, shall decide any questions brought before a meeting of the members, except for the questions concerning an amendment of the Articles of Incorporation or these By-laws. A vote of two-thirds (2/3) of those present or represented by proxy shall decide any questions brought before the membership concerning an amendment of the Articles of Incorporation or these By-laws.

**Section 8. Proxies.** Voting by signed and dated proxy shall be permitted at all regular or special meetings of the members.

The Board of Directors shall distribute proxies to members with any notice of meetings of members. The proxy shall specify the date (s) of the membership meetings for which the proxy applies and the business to be transacted. If a member is unable to attend a regular or special meeting of the Corporation, he/she may sign and date one proxy specifying the name of one other member who may exercise his/her proxy.

**Section 9. Order of Meetings.** The order of business at all meetings of the members shall be as set forth in the agenda prepared by the Secretary of the Corporation.

## **ARTICLE IV**

### **Board of Directors**

**Section I. Number and Qualifications.** The affairs of the Corporation shall be governed by a Board of Directors of five (5) persons, who shall be members of the Corporation. One director shall be elected from each of the following five Districts:

- |                |                                                                                                                                                                               |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| District No. 1 | All Tanglewood subdivision lots on Tanglevale Street, Madrigal Way and Minuet Court. *                                                                                        |
| District No. 2 | All Tanglewood subdivision lots on Riviera Drive with street numbers from 2318 to 2406, and on Corsica Street with street numbers 9919, 9921, and 9923. **                    |
| District No. 3 | All Tanglewood subdivision lots on Riviera Drive with street numbers from 2300 to 2316, and on Corsica Street with street numbers from 9902 to 9915, 9920, 9922, and 9924. ** |
| District No. 4 | All Tanglewood subdivision lots on Bruton Place and all those on Abbotsford Drive with street numbers 2201 to 2227.                                                           |
| District No. 5 | All Tanglewood subdivision lots on Carmichael Drive, Rhapsody Drive, Concert Court, and on Abbotsford Drive with street numbers 2228 to 2234.                                 |

**Section 2. Governing Powers.** The Board of Directors shall have all the powers and duties necessary or appropriate for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by the Articles of Incorporation or by these By-laws directed to be exercised and done by the members. The Board of Directors shall have the power to issue regulations concerning the use of the lands of the corporation.

**Section 3. Election and terms of Office.** Directors shall be elected by a vote of the members of the corporation at the regular annual meeting. The terms of office of the directors shall be for two (2) years except that whereas the three directors elected at the 1976 annual meeting shall serve for two (2) years, the two directors subsequently appointed shall serve until the annual meeting of 1977.

**Section 4. Vacancies.** Vacancies on the Board of Directors caused by any reason other than expiration of the term of office shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum. Candidates for vacancies shall be selected from the District in which the vacancy occurred.

**Section 5. Removal of Directors.** Any director may be removed with or without cause by a majority vote of the corporate membership at any duly called regular or special meeting of the members.

**Section 6. Compensation.** No compensation shall be paid to directors for their services or for their service in any other capacity, or pursuant to any other contractual arrangement whatever.

**Section 7. Annual Meeting.** Except as otherwise provided by law, a meeting of the Board of Directors for the purpose of election of officers and the consideration of any other business that may properly be brought before it shall be held within ten (10) days after the annual meeting of the members at such place within the County of Fairfax as the Board determines, and no notice of such meeting shall be necessary.

**Section 8. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place within the County of Fairfax as shall be determined by a majority of the directors, but at least two such meetings shall be held annually. Notice of regular meetings of the Board of Directors shall be given to each director by the Secretary of the Corporation at least three (3) days prior to the day named for such meeting.

**Section 9. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director. The notice of any such meeting shall state the time, place within the County of Fairfax, and purpose of the meeting. On the written request of at least two (2) directors, special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice.

**Section 10. Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance of a director at any meeting of the Board shall be a waiver of notice by him/her of time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. To the extent permitted by law, any lawful action of the Board of Directors may be taken without a meeting if written consent to such action is signed by all the directors and filed with the minutes of the Board.

**Section 11. Quorum and Manner of Acting.** At all meetings of the Board of Directors, three (3) directors with voting rights shall constitute a quorum for the transaction of business, and the acts of a majority of all directors of the Corporation having voting rights shall be the acts of the Board of Directors.

## ARTICLE V

### Officers

**Section 1. Designation.** The principal officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The President must be a member of the Board of Directors. The directors may appoint any other officers as in their judgment may be necessary. Any officer not a member of the Board of Directors shall be designated an ex-officio member thereof.

**Section 2. Election of Officers.** The officers of the Corporation shall be elected annually by the Board of Directors at its annual meeting and, unless sooner removed by the Board, the officers shall serve for a term of one year or until their successors are elected. Any vacancies occurring in offices shall be filled by the Board of Directors.

**Section 3. Removal.** Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed and his/her successor elected at any regular or special meeting of the Board of Directors.

**Section 4. President.** The President shall: preside at all meetings; establish all committees and appoint chairpersons thereof; co-sign all checks and promissory notes; vote to break a tie in any voice or roll call vote; and cause an audit of the Corporation books at the end of each calendar year.

**Section 5. Vice President.** The Vice President shall: act in the place of the President in the event of his absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him or her by the Board of Directors.

**Section 6. Secretary.** The Secretary shall: record the minutes of all meetings of the Board and of the Members; keep and read the minutes; be custodian of the records and papers of the Corporation; prepare the agenda for all meetings; call the roll; serve notice of all meetings; keep current records showing the members of the Corporation together with their addresses; keep the corporate seal and affix it to all papers requiring said seal; and perform such other duties as may be required by the Board or Directors.

**Section 7. Treasurer.** The Treasurer shall: be the custodian of all funds of the Corporation; receive and disburse all funds as directed by the Board of Directors; give an itemized report of receipts and disbursements at business meetings; send out dues notices; co-sign all checks and promissory notes for the Corporation; keep proper books of account; prepare a financial report to be presented at the annual meeting; and deliver a copy of all reports to the President and the Secretary to be available for perusal of the members.

## **ARTICLE VI** **Finances**

**Section 1. Budget.** A financial report of the Corporation shall be mailed or delivered to each member with the notice of the annual meeting. The financial report shall include and specify the revenues and expenses for the year, the balance on hand, and the proposed budget for the coming year. The budget shall be presented for approval of the membership at the annual meeting.

**Section 2. Charges, Fees, and Assessments.** In accordance with the Restrictions (Covenants) of Tanglewood Subdivision, each member for the Corporation shall be assessed annually an equal amount necessary to provide the level of revenues specified in the budget approved at the annual meeting. Such assessment shall constitute the whole of any fees, charges, dues or financial obligation which may be levied by the Corporation on the members in accordance with the Restrictions of Tanglewood Subdivision, except that a special assessment may be levied upon the members only by a majority vote of the members at a special meeting called for that purpose pursuant to notice. The due date for any special assessment shall be set by the Board of Directors. Assessments paid are not refundable or pro-rated.

In accordance with the Restrictions (Covenants) of Tanglewood Subdivision, each member is obligated to pay to the Association the assessment in accordance with section 2 above which is secured by a continuing lien upon the property against which assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty\*\* (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Parkland or abandonment of his lot. The annual assessment shall be due and payable by May 31 of each year.

**Section 3.** Fees for Friends of TCA. Friends of TCA will be charged an annual per-household fee sufficient to cover the additional cost to TCA of their participation in the community. This fee shall be established each year by the TCA membership at the annual meeting.

Each Friend of TCA is obligated to pay the set fee to the Association, which shall be due and payable by May 31 of each year. Any account for which fees are not paid when due shall be delinquent. If the fee is not paid within thirty (30) days of the due date, than TCA Friends privileges will be suspended for that account until the fee is paid. \*\*

## **ARTICLE VII** Committees

**Section 1.** Designation. The President of the Corporation shall annually designate a nominating committee not later than forty-five (45) days prior to the annual meeting of the members. The President may designate such other committees as deemed appropriate for carrying out the purposes of this corporation.

**Section 2.** Nomination Committee. The nominating committee shall consist of one representative from each district. The nominating committee shall present to the membership at the annual meeting a slate consisting of a least one nominee for each position, which is to become vacant on the Board of Directors.

## **ARTICLE VIII** Amendments

**Section 1.** By-Laws. Except as otherwise provided by law, these By-Laws may be amended at any regular meeting of the members or at any special meeting called for that purpose provided that written notice of the proposed amendment shall have been given in accordance with Article III, Section 4, of these By-Laws. Such amendment shall require the affirmative vote of two-thirds\* (2/3) of those present or represented by proxy.

## **ARTICLE IX** Miscellaneous

**Section 1.** Maintenance of Funds. The funds of the Corporation shall be maintained by the Treasurer as stipulated by the Board of Directors. Insofar, as possible, the funds of the Corporation shall be maintained in interest-bearing bank accounts.

**Section 2.** Signatures. All checks must be signed by the treasurer and co-signed by either the President or Vice President.

**Section 3.** Audit. The President shall cause an annual audit of the Corporation as provided in Article V, Section 4 of these By-Laws.

**Section 4. Fiscal Year.** The fiscal year for the Corporation shall be January 1 to December 31.  
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**Section 5. Rules of Order.** Except as specified by these By-Laws or the Articles of Incorporation, Roberts Rules of Order shall prevail.

**Section 6. Certificate of Membership.** The Board of Directors may issue certificates of membership in the Corporation to any member in good standing.

**Section 7. Friends of TCA.** Friends of TCA is a group of TCA neighbors who are not TCA members/homeowners but wish to be involved in and contribute to our community. Friends of TCA will receive the TCA newsletter, contact list and other general interest information, be able to attend the TCA picnic and other social events, and be recognized for their contributions to TCA as appropriate. Friends of TCA must be persons/households residing contiguous to a TCA property or on a TCA street (Abbotsford Drive, Bruton Place, Carmichael Drive, Concert Court, Corsica Street, Rhapsody Drive, Riviera Drive (including Montclair Court), and Tanglevale Drive). Friends of TCA are not members of TCA as defined in Article II. The Association membership may impose a limit on the number of households allowed as Friends of TCA if this is determined to be necessary. Any Association member may invite an eligible neighbor to become a Friend of TCA. The member should notify the TCA Treasurer, who shall enroll the neighbor as a Friend of TCA on receipt of the annual fee. \*\*

\* Amendment approved at January 27, 1977 Annual Meeting

\*\* Amendment approved at January 12, 2005 Annual Meeting

## SCHEDULE A

TANGLEWOOD SUBDIVISION  
Fairfax County, Virginia

### RESTRICTIONS

1. All of the numbered lots in this subdivision shall be known and described as residential lots, and shall be used for residential purposes only. Acres indicated on the recorded plat as reserved for community use will be conveyed to a non-stock corporation known as Tanglewood Community Association, which shall hold and develop these areas for community use. Any improvement constructed upon the lands of the Tanglewood Community Association shall first be approved by the Planning Engineer of Fairfax County.
2. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 ½ stories in height and a private garage.
3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except such as may be used during construction. Such outbuildings as may be approved by the Architectural Control Committee for use in connection with the dwelling houses shall be permitted.
4. No building, garage, barn, shed, fence or other structure shall be erected, placed, or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, external design or harmony with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected or placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. Approval shall be as provided for in paragraph numbered 6.
5. The Architectural Control Committee shall be composed of three (3) members, one of whom will be designated the chairperson. Committee members will be appointed by the Board of Directors of the Tanglewood Community Association for a term of three (3) years; members can be reappointed for additional terms. Any vacancy shall be filled by the Board of Directors. The said committee shall continue to function as long as the covenants and restrictions established by this instrument shall be in full force and effect.
6. The Committee's approval or disapproval as required in these covenants shall be in writing. One (1) set of plans and specifications with the approval or disapproval shall be returned to the person submitting them and the other copies thereon shall be retained by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. In the event that submitted plans and specifications are rejected by the Architectural Control Committee, the submitting owner shall be advised, in writing, of the reasons for rejection and of any suggestions the Architectural Control Committee may have to facilitate approval of the project upon resubmittal. The decisions of the Committee may be appealed to the Board of Directors. The decisions of the Board of Directors shall be final.

Neither the Architectural Control Committee nor the Tanglewood Community Association shall be responsible in any way for any defects in the plans or specifications submitted, revised, or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

8. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 950 square feet.

9. The construction of any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

10. No chickens, pigs, hogs, sheep, goats, cows or other domestic or wild animals other than common household pets shall be kept or maintained on any lot in the subdivision.

11. No trucks or trailers shall be stored or parked on any of the lots of the subdivision by the owners, lessees or other occupants of the lots or their agents except in a closed garage.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and a non-exclusive easement 5 ft. in width over, under and along the rear and side lot lines of each lot in the subdivision is hereby reserved for the installation, maintenance and repair of sanitary sewer, storm sewer, surface drainage and public utilities, together with rights or ingress and egress thereto.

13. Unless otherwise directed by the Tanglewood Community Association, each lot owner must maintain and operate at his/her expense, a yard light, gas or electric in their front yard that remains on at least from dusk to dawn.

14. Each lot owner by the acceptance and recordation of a deed to a lot in Tanglewood subdivision agrees to become a member of the Tanglewood Community Association and to pay the Annual Assessment described in Article VI, Paragraph 2 of the By-Laws determined by the members at their annual meeting, for the use of the facilities of the corporation, whether or not he uses such facilities. Payment of this Assessment may be enforced by an assessment levied by the Board of Directors of the Tanglewood Community Association, upon the land of the members, which assessment shall constitute a lien upon the land second only to taxes and any bona fide duly recorded first deed of trust. In addition, upon failure of the said Community Corporation to maintain open space areas in said subdivision, the County of Fairfax, acting upon any appropriate authority, may effect such maintenance and its charge and costs therefore, including costs of collection of the same, shall become, prorate, a lien against each lot in the subdivision enforceable as any other municipal lien, such liens, shall, however, be inferior to bona fide first liens.

15. All of the lots shown upon the subdivision plat hereinbefore referred to, shall be subject to an annual Assessment to be fixed as hereinafter set forth, which shall be paid to the Tanglewood Community Association, Inc., ("Corporation"), which corporation shall be the owner of said Assessment, for the use and maintenance of the open space or parkland shown on said plat, payment of taxes, if any levied against said open spaces, and any fees, charges or expenses incurred by the corporation in carrying out its functions of providing for the use and

maintenance of the open space or parkland. The use of such open space and facilities shall not be assignable by a member of the Community Association. It is expressly agreed that said Assessment shall constitute a lien or encumbrance on the individual lots in said subdivision, pro-rata, and by virtue of title to any of the land included in said subdivision the owner or owners from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to said corporation aforesaid all Assessments provided for in this paragraph. This annual Assessment shall be subject and inferior to any first Deed of Trust hereafter recorded against said property. The Community Corporation shall be designated by the Grantor and shall maintain the said open spaces and facilities in its own discretion but in such manner as not to become a nuisance or unsightly. Grantee shall have no rights to dictate or require such maintenance or have any rights herein other than the reasonable use thereof, in accordance with the rules and regulations of such community corporation, Grantee, Grantee's heirs and assigns, covenant to use said open space and facilities only in accordance with the rules and regulations which may from time to time be promulgated with reference thereto, and vests the community corporation to be designated by Grantor, its or their successors or assigns, with the power to deprive any persons, including Grantee, members of Grantee's family, Grantee's heirs and assigns, of the use of such open space and facilities, temporarily for infraction of such rules and regulations without impairing the aforesaid obligation to pay such Assessments, or lien therefore; the Grantee agrees that, should the County of Fairfax perform maintenance service on said open space because of failure of said corporation to reasonably maintain the same, Grantee's property in said subdivision may be subjected to a lien for the payment of charges, costs and cost of collection thereof, for the benefit of said County.

The Corporation, as of the first of January of each year, shall estimate and fix the anticipated cost of maintenance and administration of said open space and installation of facilities for that year and assess an Assessment against each subdivision lot as nearly as practical on a pro-rata basis, and the same shall constitute the annual Assessment above mentioned.

16. Each lot owner agrees to abide by the by-laws and these restrictions (covenants) promulgated by the Tanglewood Community Association, concerning the use of the facilities owned and operated by the Corporation. If the parties hereto or any of them or their successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the subdivision, including the Tanglewood Community Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant an either to prevent him or them from so doing or to recover damages for such violations. In addition, the Tanglewood Community Association shall have the power to revoke any privileges, which may have been extended to a member or person or persons to use any facility or property of the Corporation.

17. The lands of the Tanglewood Community Association shall not be denuded, defaced or otherwise destroyed in any manner at any time without the approval of the appropriate department of the Fairfax County Government and in concurrence with the Fairfax County Planning engineer.

18. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the provisions, which shall remain in full force and effect.

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## **TANGLEWOOD COMMUNITY ASSOCIATION, INC.**

### **Procedure for Review of Covenant Restriction Violations**

1. Any member of the Tanglewood Community Association (TCA) may submit a complaint to the Association regarding alleged violations of covenant restrictions or associations or association by-laws. Such complaints shall be submitted in writing to any member of the Board of Directors of the Association. However, TCA encourages all members to attempt to settle disputes among themselves prior to submitting a complaint.
2. The Board will review the complaint and within thirty days either advise the complainant it does not consider the complaint a violation or contact the alleged offending resident or property owner to seek resolution of the matter. However, matters under the purview of the Architectural Control Committee shall be referred to the Chairman of the Architectural Control Committee for initial review and recommendation by that committee to the Board.
3. If the matter cannot be satisfactorily resolved between the parties involved, the Board may elect to propose community action against the alleged violator and have the Association review the complaint and determine the course action.
4. If the Board declines to enter into the dispute, the complainant retains the right to pursue the matter on his/her own.

Approved at the Special TCA meeting on September 28, 2003