

## **Colony Park Pool Easement Governing Document**

The following governing document, dating back to the Colony Park pool's creation, outlines the agreement allowing WoodLynne residents to use the facilities. While we recommend you read the entire document, key points discussed are as follows.

- All revenues derived from the operation of the pool shall be the sole property of the Colony Park Homeowners Association. All costs for operation, repair and/or maintenance of the pool shall also be the sole obligation of the Colony Park Homeowners Association, with WoodLynne homeowners contributing an assessment.
- Membership in the pool is mandatory for both Colony Park and WoodLynne homeowners, and assessments are calculated accordingly.
- A governing Pool Committee will be composed of two members appointed by WoodLynne, and three members appointed by Colony Park. The members of the Pool Committee will be appointed for two-year terms.
- Any decision made by a majority of the members of the Pool Committee shall be binding upon both the WoodLynne and Colony Park homeowners associations. If members of the Pool Committee are unable to reach a majority decision, the issue will be submitted to the Colony Park Homeowners Association Board of Directors. Their decision will be final and binding for both WoodLynne and Colony Park homeowners.

If you have any questions about the information outlined in this document, please contact the WoodLynne Board of Directors at [woodlynnedir@gmail.com](mailto:woodlynnedir@gmail.com).

COLONY PARK  
POOL EASEMENTS

There is hereby declared and created the following easements in favor of the Members of Woodlynne Community Association (hereinafter "Woodlynne Community"), which Members are the Owners of Lots within the Woodlynne Subdivision as duly dedicated, platted and recorded ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ among the land records of Fairfax County, Virginia, as amended:

A. A non-exclusive easement in and for the use by the Woodlynne Community Association of all facilities located in and upon that property as more particularly described in Exhibit A attached hereto and made a part hereof, to be known as Parcel "G", Colony Park Subdivision as the same is platted and recorded in Deed Book 5911 at page 1297, among the aforesaid land records ("Pool Property") to the extent such facilities are presently utilized or are designed to be utilized, in connection with any new construction or reconstruction on the Pool Property (the "Pool Facilities") in furnishing recreational services to The Colony Park Community Association. The right of the Members of the Woodlynne Community Association to use of the Pool Facilities is expressly subject to the payment annually of their prorata share ("Prorata Share") of the actual costs of maintenance and operation of the Pool Facilities, (including reserves as hereinafter established) which shall be determined by dividing such actual costs by the total number of subdivided Lots in both the Woodlynne Community and Colony Park Subdivisions, multiplied by the respective number of subdivided Lots in each subdivision.

B. A non-exclusive easement on and over any private roadways, drives, travel lanes or paved areas located on the Pool Property for vehicular and pedestrian access to and from Woodlynne Community.

C. A non-exclusive easement for the use of parking spaces on the Pool Property by the Woodlynne Community and its employees, guests, visitors, and authorized invitees.

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D. Such non-exclusive easements for the benefit of the Woodlynne Community Association shall be expressly subject to the right of the then Owner of Pool Property to:

(i) an annual assessment payable quarterly by the Woodlynne Community Association of their Prorata Share of the costs of maintenance and operation of the Pool Property including the Pool Facilities as determined as hereinafter provided, including any reserves therefore.

(ii) impose reasonable controls for the use and operation of said Pool Facilities including, but not limited to, the designation of hours of operation, and the right to employ a professional pool management company for the operation of said Pool Facilities subject to the following limitations:

(1) That the Pool Property shall be available for use by the Members of Woodlynne Community Association, their guests and invitees, at all times in the same manner as members of Colony Park Homeowners Association.

(iii) Promulgate such reasonable rules and regulations for the use of the Pool Facilities; and

(iv) Make such charge or charges to the Woodlynne Community or to their guests, visitors, or invitees; provided such charges shall not exceed those rates being charged for the same use of the Pool Facilities by Colony Park Community or their guests, visitors and invitees.

(v) All revenues derived from the operation of Pool Property shall be the sole property of the Colony Park Homeowners Association and all costs for operation, repair and/or maintenance of the Pool Property shall be the sole obligation of the Colony Park Homeowners Association, provided, however, that Woodlynne Community Association shall be required to make their prorata annual assessment payable as provided in (i) above.

E. Upon completion of the Pool Facilities with the issuance of the appropriate county use permits and final inspections, the responsibility for the maintenance, repair and replacement of all Pool Facilities which comprise a part of the Pool Property and for the cost thereof shall be

borne by the Colony Park Community Association subject to the above requirements for prorata payments as herein specifically provided. In the event of the failure of Colony Park Community Association to maintain, repair or replace any of the said facilities with respect to which an easement for the use of the same is created and declared hereunder in favor of the Woodlynne Community the Woodlynne Community shall have the right to enter upon the Pool Property for the purposes of performing any such maintenance, repair or replacement; provided, however, that the Woodlynne Community gives the Colony Park Community written notice specifying what repairs or maintenance has not been performed and allowing Colony Park Community thirty (30) days thereafter to perform such repairs or maintenance.

F. An easement, is hereby reserved to Colony Park Community Association to the extent necessary for the encroachment of, removal, relocation, installation, repair and/or maintenance of any public or private utility or sewer lines serving Colony Park Subdivision which presently encroach upon or hereafter may be located on Pool Property. This easement shall extend to any future easements as may be required by the Colony Park Community for the construction and installation of any new public or private sewer or utilities which may be reasonably needed on, over, across and through the Pool Property and for any repair, renovation or reconstruction of same. Reserving unto The Artery Organization, Inc., its successors and assigns, the Declarant under the Deed of Dedication dedicating the Pool Property the same easement until such time as there shall no longer be a Class B Membership in said Colony Park Community Association.

G. Each easement which is hereby created in favor of Woodlynne Community and which provides or requires, for its enjoyment, ingress and egress in, through, over or upon the Pool Property shall be subject to such reasonable limitations as the Owner of the Pool Property may, from time to time, impose with respect to the establishment of limited paths of ingress and egress and limited hours of the day or days of the year (other than in emergency circumstances) during which such easements may be utilized so as

to preclude any unreasonable interference with the normal use and operation of Pool Facilities and in order to assure the security of the same, but in any event Woodlyne Community shall have the equal right to enjoyment, ingress, egress and hours of access to the Pool Property as the Colony Park Community enjoys.

POOL COMMITTEE

A. Upon the establishment of the Colony Park Community Association and the dedication and transfer of the first lot in Section 11, Colony Park, to an Owner other than the Declarant, the following rights relative to the Pool Property shall be governed by a majority decision of a pool committee (the "Pool Committee") to be established as hereinafter set forth:

(1) Be primarily responsible for the maintenance and operation of the pool.

(2) Impose reasonable controls for the use and operation of said Pool Facilities including, but not limited to, the designation of hours of operation, and the right to employ a professional pool management company for the operation of said Pool Facilities.

(3) The right to promulgate reasonable rules, regulations and policies for the use, control and efficient operation of the Pool above provided the same do not unreasonably interfere or restrict the use of any other portions of the Pool Property by the Owner thereof.

(4) Establishing the annual operating budget including reserves and corresponding fees to be included in the Homeowners Association's assessments for each Homeowners Association. Membership in the pool would be mandatory for Members in each Subdivision, and assessments calculated accordingly.

B. A Pool Committee shall be established, which Pool Committee shall be composed of two (2) members appointed by the Woodlyne Community Association and three (3) members appointed by the Colony Park Community Association. The members of the Pool Committee shall be appointed for two

(2) year terms, commencing for the first two (2) year term, on the first day of the month immediately following the creation of any Homeowners Association in the Colony Park property. The appointed members shall meet within two (2) weeks of their appointment and shall elect a Chairman and Secretary, who shall act in their respective capacities during the terms of appointment of the Pool Committee. Any vacancy occurring during the term of any member of the Pool Committee shall be filled by the appointment of a successor member by the Owner who appointed such vacating member.

C. Meetings of the Pool Committee shall be called upon at least five (5) days written notice, at such time and place as shall be designated by the Secretary. The Committee shall meet as often as may be necessary to transact its business, or upon the request of any two (2) members of the Committee.

D. Any decision by a majority of the members of the Pool Committee shall, as to those matters specifically enumerated in Paragraph A, above, be valid and binding upon the Woodlynne Community Association and the Colony Park Community Association. In the event the members of the Pool Committee are unable to reach a majority decision, as required hereunder, the issue shall be submitted in writing to the Board of Directors of the Colony Park Community Association which decision shall be final and binding upon the Members of both the Woodlynne Community Association and Colony Park Community Association.

EFFECT OF SUBMISSION OF POOL PROPERTY  
TO THIS DECLARATION

Upon the submission of the Pool Property to the provisions of this Declaration, all rights, benefits and easements and obligations created under this Declaration in favor of Woodlynne Community Association and/or its Members shall also be appurtenant to the Woodlynne Subdivision's Common Areas and shall therefore, to the extent permitted by law and this Declaration

be exercised by the Board of Directors of the Woodlynne Homeowners Association as created by Declaration recorded in Deed Book 4379 at page 729, as amended, on behalf of all Members of the Association.

GENERAL

A. No Homeowner nor group of Homeowners nor Members of Woodlynne Community Association established with respect to Woodlynne Community shall have the right to take any action under this Declaration or to enforce any of the rights, easements or privileges granted by this Declaration for the benefit of Woodlynne Community or the Colony Park Community Association or Declarant. Any such action and enforcement shall be taken solely by the Board of Directors of any Homeowners Association created pursuant to the Declaration recorded in Deed Book 5819 at page 1076, as amended, on behalf of all Members (Homeowners).

B. The easements declared and created within this Article shall be binding upon the Colony Park Community Association and Owner of the Pool Property and run in favor of and inure to the benefit of the Woodlynne Community Association and its tenants, guests and authorized invitees. For the purpose of performing any repairs, maintenance or replacements, such easements shall also run in favor of their respective employees, agents and contractors. Colony Park Homeowners Association and Declarant also reserve unto themselves all easements granted herein as "non-exclusive."

C. The covenants and restrictions of this Article shall run with and bind the land and shall inure to the benefit of and be enforceable by the Woodlynne Community Association, the Colony Park Community Association and Declarant and their respective successors and assigns. The covenants, restrictions and obligations of this Article may only be amended by an instrument signed by the then Owner of Pool Property, Colony Park Homeowners Association, and Woodlynne Community Homeowners Association, or their successors and assigns. Any instrument executed pursuant to the provisions

contained herein shall be filed for record in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia, and a true, complete copy of such instrument shall be transmitted to each party promptly.

D. All the easements, rights, covenants, agreements, reservations, restrictions and obligations herein contained shall run with the land and shall inure to the benefit of and be binding upon each Association and each Member and thereof, their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of a Lot within each Subdivision affected hereby. Each grantee of a Lot in each Subdivision shall be deemed, by the acceptance of a deed, to agree to perform each and every undertaking created hereunder attributable to that Lot in which such grantee has acquired an interest.

E. The easements and agreements herein created shall be binding upon the Members of Woodlyne Community Association, their successors and assigns. Woodlyne Community Association further agrees to execute and deliver any additional covenants, agreements or amendments to the Declaration of Colony Park Community to effectuate its obligations hereunder.

THE ARTERY ORGANIZATION, INC.

BY: *[Signature]* V.P.

COLONY PARK COMMUNITY ASSOCIATION

BY: *[Signature]* President

WOODLYNE COMMUNITY ASSOCIATION

BY: *[Signature]*  
President, WCA.



foregoing document bearing date on the 21<sup>st</sup> day of December, 1983, has  
acknowledged the same before me in my County and State aforesaid.

*Terisa F. Lewis*  
NOTARY PUBLIC