

# FORT MASON

*Landowners Association, Inc.*

6900 Fort Mason Drive  
Roanoke, VA 24018

## Association Disclosure Packet

Provided as required by the Code of Virginia, § 55.1-1809

*Prepared for:*

Lot 102, 102A

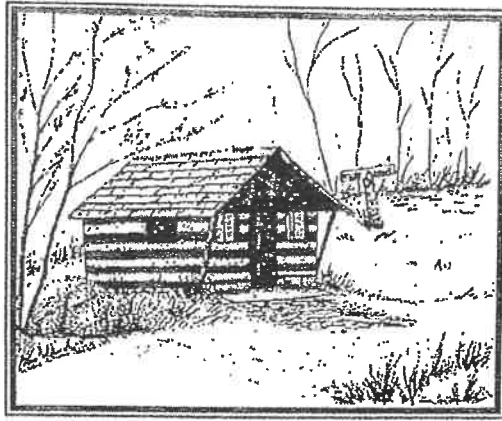
Tempi Trail

Tex ID 105.00-02-68.0.0000

*Current as of*

5/15/2022

J. C. [Signature]



# **FORT MASON**

***Landowners Association, Inc.***

**6900 Fort Mason Drive Roanoke, VA 24018**

## **Table of Contents**

- Association Disclosure Packet Notice
- Responses to the items listed in the Notice
- Attachment 'A': Certificate of Incorporation
- Attachment 'B': Current Budget and Financial Statement
- Attachment 'C': Insurance Policy
- Attachment 'D': Articles of Incorporation
- Attachment 'E': By-Laws
- Attachment 'F': Declaration of Covenants, Conditions, and Restrictions
- Attachment 'G': Minutes from meeting
- Lot Owner Balance Statement

## Association Disclosure Packet Notice

Attached is a disclosure packet that contains the following:

- The name of your association, and If Incorporated, the state of Incorporation, name, and address of the registered agent.
- a statement of any approved expenditures that shall require an additional assessment during the current year or the immediately succeeding fiscal year.
- a statement of all assessments and other mandatory fees currently imposed by the association.
- a statement whether there is any other entity or facility to which the lot owner may be liable for fees or charges.
- a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the board for a specified project.
- a copy of the association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available.
- a statement of the nature and status of any pending suit or unpaid judgment to which the association is a party which either could or would have a material impact on the association or which relates to the lot being purchased.
- a statement setting forth what insurance coverage is provided for all lot owners by the association, including any fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner.
- a statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto by the prior lot owner, are not in violation of any of the instruments referred to in this disclosure notice.
- a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale.
- a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag.
- a statement setting forth any restrictions as to the size, place, duration, or manner of placement or display of political signs by a lot owner on his lot
- a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property.
- a copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association.
- a copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet
- a statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies.
- Certification, if applicable, that the association has filed with the Common Interest Community Board the annual report required by § 54.1-2350 of the Code of Virginia, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing.

**To Prospective Fort Mason Property Owners:**

This document is intended to provide information in accordance with the Virginia Property Owners Association Act, § 55.1-1809 et seq. of the Code of Virginia. The information is believed to be correct, as of the date shown on the cover sheet, and attested to by the Association Representative.

**Responses to the items listed in the Association Disclosure Packet Notice**  
(in the order of, and using the wording as specified in, the Code of Virginia § 55.1-1809):

**1. Name, State.**

The Name of the Association is **Fort Mason Landowners Association, Inc.**,  
Established in the Commonwealth of Virginia under the provisions of Chapter 2 of  
Title 13.1 of the Code of Virginia and incorporated in Virginia on July 30, 1985.  
The registered agent's address is 6900 Fort Mason Drive, Roanoke, VA 24018  
**See Attachment 'A'.**

**2. Additional Assessments**

As of the date of disclosure,

- ☒ **NO** expenditure of funds has been approved by the Association or the Board of Directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year.
- ☐ An expenditure of funds has been approved by the Association or the Board of Directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year for the sum of \_\_\_\_\_ per household.

**3. Assessments, Fees, Mandatory Charges; Status of Account**

**Assessments**

The annual assessment as approved by the Association is \$800 per home, \$260 per lot absent house. If a person(s) owns more than one property, that person(s) is only assessed for one lot with house, or for one lot without house, as applicable. Bills for the fiscal year that begins on January 1<sup>st</sup> are mailed to property owners in late December. Assessments are due by February 1<sup>st</sup> with a 10% interest charged for those received after March 1<sup>st</sup>.

**Fees, Mandatory Charges**

By code § 55.1-1810 there shall be a fee of \$150 for production of a print disclosure packet to the seller or seller's agent involved in the sale or other conveyance of any property. No inspection of the exterior of the dwelling or lot has been conducted by the Association. This fee ☒ has ☐ has not been paid as of disclosure date.

As of disclosure date there are no other fees or mandatory charges related to the purchase, disposition, and maintenance of lots or to the right of use of common areas.

☐ **Status of Account**

☒ The Account of the seller, David & Ker Ross, is paid in full as of this disclosure.

☐ The Account of the seller, \_\_\_\_\_, is **delinquent** in the amount of \$ \_\_\_\_\_

The annual assessment for 2022 ☒ has ☐ has not been paid. This assessment is in the amount of \_\_\_\_\_ and will be due February 1<sup>st</sup>, 20\_\_.

#### 4. Status of Reserve or Replacement Fund; Specified Projects

##### Reserve or Replacement Fund

As of this date, there is a reserve or replacement fund, other than the general fund in the checking account. The current balance in the reserve is:

\$ 8,000<sup>00</sup>. See item 6.

##### Specified Projects

As of this date, \$ 37,000<sup>00</sup> have been allocated by the Board of Directors for specified projects.

#### 5. Liability for Fees or Other Charges

As of this date, there are *no* other entities or facilities to which the lot owner is known to be liable for fees or other charges.

#### 6. Current Budget; Financial Statement

A copy of the Association's current budget and financial statement is attached.  
See Attachment 'B'.

#### 7. Pending Suits; Unpaid Judgments

As of this date, the Association is *not* a party to any pending suits or unpaid judgments.

#### 8. Insurance Coverage; Additional Insurance by each Lot Owner

The Association *does carry property insurance and liability insurance* for the common areas with State Farm Insurance Co., which is current through Mar. 2023.  
See Attachment 'C'.

Each individual lot and/or home owner normally secures the relevant insurance for his or her property.

#### 9. Improvements or Alterations to Lots not in Violation

As of this date, *no* violation notice has been given to any property owner by the Association, and, therefore, improvements or alterations to all the lots are believed *not* to be in violation of any of the instruments referred to in item 11 below.

#### 10. "For Sale" Advertising Signs

As of this date, there is *no* restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale. However, placement shall not interfere with, nor obstruct the views from, other lots or the roads.

#### 11. Articles of Incorporation, By-Laws, Declaration

Copies of current documents are attached as follows:

Articles of Incorporation	Attachment 'D'
By-Laws	Attachment 'E'
Declaration	Attachment 'F'

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, July 30, 1985

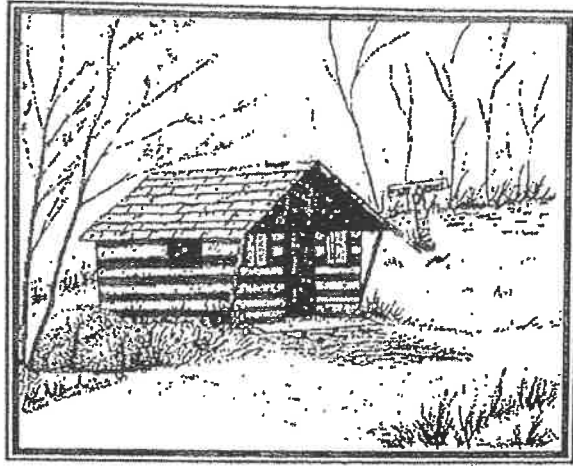
*This is to Certify that the certificate of incorporation of*  
FORT MASON LANDOWNERS ASSOCIATION, INC.

*was this day issued and admitted to record in this office  
and that the said corporation is authorized to transact its  
business subject to all the laws of the State applicable to the  
corporation and its business.*



*State Corporation Commission*

*George M. Hays*  
Clerk of the Commission



# FORTMASON

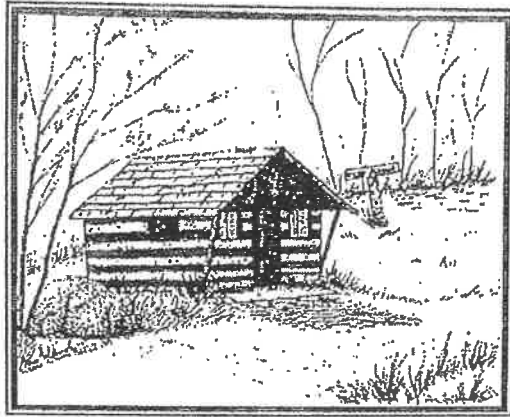
*Landowners Association,  
Inc.*

6900 Fort Mason Drive Roanoke, VA  
24018

Attachment 'B'

Current Budget and Financial Statement

— see Attachment "G"  
Meeting Minutes  
JG



# FORTMASON

*Landowners Association, Inc.*

6900 Fort Mason Drive Roanoke, VA 24018

## Attachment 'C' Insurance Policy



State Farm



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 882554  
Dunwoody, GA 30356-6554

**Named Insured**

AT2 000540 3125 M-07-3588-FB30 F V  
FORT MASON HOMEOWNERS  
ASSOCIATION INC  
6900 FORT MASON DR  
ROANOKE VA 24018-5345

**RENEWAL DECLARATIONS**

<b>Policy Number</b>	96-BW-L980-5	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	MAR 29 2021	MAR 29 2022
The policy period begins and ends at 12 01 am standard time at the premises location.		

**Agent and Mailing Address**  
CHANCE MILLER  
4720 STARKEY RD  
ROANOKE VA 24018-8508  
PHONE: (540) 774-1004

**Residential Community Association Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: HOMEOWNERS ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 490.00

Discounts Applied:  
Renewal Year  
Claim Record

Prepared  
JAN 29 2021  
CMP-4000

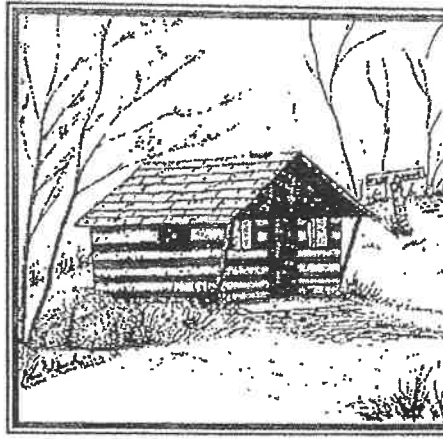
© Copyright, State Farm Mutual Automobile Insurance Company, 2000  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 1 of 7

003034 294 1  
E B.D2.B8.S7.A

010057 1 1001



# **FORTMASON**

***Landowners Association, Inc.***

**6900 Fort Mason Drive Roanoke, VA 24018**

## **Attachment 'D'**

### **Articles of Incorporation**

ARTICLES OF INCORPORATION  
OF  
FORT MASON LANDOWNERS ASSOCIATION, INC.

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:

A.

NAME

The name of the corporation is Fort Mason Landowners Association, Inc.

B.

PURPOSES

The purposes for which the corporation is organized are:

1. To maintain and improve the roads, community areas and other real property belonging to the Fort Mason Landowners Association, Inc.
2. To provide those services which, in the judgment of the members, will contribute to the enhancement of living in the Fort Mason community.
3. To do any and all of the above either on its own account or as principle, agent or factor for the others and to exercise its power alone or in association or partnership with other corporations, persons, or individuals.
4. To do all such other and further things that may be necessary or desirable in connection with the operation of its business; and to exercise generally all those powers granted to corporations under the laws of the Commonwealth of Virginia.

C.

MEMBERSHIP

Those persons, corporations, partnerships, associations or other entities who have a beneficial title to the tract or tracts of land in any of the Fort Mason subdivisions which are now recorded in the Clerk's office of the Circuit Court of the County of Roanoke, Virginia, and who pay the dues as stated in the by-laws, shall be entitled to become members of this Association upon election by the Board of Directors. Each member shall have voting rights set forth in the by-laws of the Association. The general operation of the Association, including election of the officers, shall be vested in the Board of Directors.

D.

USE OF ASSETS

1. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, members of the Fort Mason Landowners Association, or other private pensions and/or entities, except that the corporation is authorized to pay reasonable compensation for services rendered to it and to make payments and distributions in furtherance of the purposes set forth herein.
2. The assets of the corporation are dedicated to the purposes expressed herein. Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all liabilities of the corporation, dispose of all assets of the corporation exclusively for the purpose of the corporation, as set forth herein. Should any of the corporate assets not be disposed of as aforesaid, the Board of Directors shall petition filed with the Circuit Court request the Court dispose of such assets exclusively for the purposes enumerated herein to such organization(s) as the Court shall determine are organized and operated exclusively for such purpose.

E.

REGISTERED OFFICE

The post office and street address of the initial registered office is:

25 Library Square  
Salem, Virginia 24153

The name of its registered agent is James M. Young, 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. The initial registered office is located in the City of Salem, Virginia.

F.

BOARD OF DIRECTORS

The Directors of the corporation subsequent to the initial Directors named below shall be elected by a majority vote of the membership at the annual meeting of the corporation as set forth in the by-laws of the corporation.

The number of Directors constituting the initial board of directors is seven, and the names and addresses of the persons who are to serve as the initial directors are:

*(these initial board members were not listed in the original document.)*

G.

IDEMNIFICATION OF OFFICERS AND DIRECTORS

Each person now or hereafter a director or officer of the corporation (and his heirs, executors and administrators) shall be indemnified by the corporation against all claims, liabilities, judgments, settlements, costs and expenses, including all attorneys' fees imposed upon or reasonably incurred by him in connection with or resulting from action, suit, proceeding or claim to which he is or may be made party by reason of his being or having been a director or officer of the corporation (whether or not a director or officer at the time such costs or expenses are incurred by or imposed on him), except in relation to matters as to which he shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties as such director or officer.

In the event of any other judgment against such director or officer or in the event of a settlement, the indemnification shall be made only if the corporation shall be advised, in case none of the persons involved shall be or have been a director by the Board of Directors of the corporation, and otherwise by independent counsel to be appointed by the Board of Directors, that in its or his opinion such director or officer was not guilty of gross negligence or willful misconduct in the performance of his duties and in the event of settlement, that such settlement was or is in the best interest of the corporation.

If the determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent counsel. Such right of indemnification shall be deemed exclusive of any rights to which he may be entitled under any by-law, agreement, vote of stockholders, or otherwise.

H.

DURATION

The duration of the corporation is perpetual.

*(signature is on file, dated June 7, 1985)*

---

James M. Young

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

October 8, 1992

The State Corporation Commission has found the accompanying  
articles submitted on behalf of

FORT MASON LANDOWNERS ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of  
all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in  
the Office of the Clerk of the Commission, effective October 8,  
1992.

The corporation is granted the authority conferred on it by law in  
accordance with the articles, subject to the conditions and  
restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in dark ink, appearing to be "Hulliken" followed by a stylized flourish.

Commissioner

YR 2002 - PG 00495

**ARTICLES OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION  
OF  
FORT MASON LANDOWNERS ASSOCIATION, INC.**

Comes now the Fort Mason Landowners Association, Inc., pursuant to Section 13.1-888 of the 1950 Code of Virginia, as amended, and files to amend its Articles of Incorporation and sets forth the following: .

**ONE**

1. The name of the corporation is the Fort Mason Landowners Association, Inc.

**TWO**

2. The amendments are:

**B. PURPOSE:**

1. To maintain the roads, community areas and other real property belonging to the Fort Mason Landowner's Association, Inc.
2. To adopt and enforce Declarations, Conditions and Restrictions of members of the area known as Fort Mason by map recorded in the Clerk's Office of the Roanoke County Circuit Court on October 22, 1982, recorded in Plat Book 9, Page 236.
3. To provide those services which, in the judgment of the members, will contribute to the enhancement of living in the Fort Mason community.
4. To do any and all of the above either on its own account or as principal, agent or factor for others and to exercise its powers alone or in association or partnership with other corporations, persons or individuals.

**C. MEMBERSHIP**

Those persons, corporations, partnerships, associations or other entities who have a beneficial title to a tract or tracts of land in any, or by vote of membership adjoining any, of the Fort Mason subdivisions which are now recorded in the Clerk's Office of the Circuit Court of the County of Roanoke, Virginia, and who pay dues as stated in the by-laws, shall be entitled to become members of this Association upon election by the



Board of Directors. Each member shall have voting rights as set forth in the by-laws of the Association. The general operation of the Association, including election of officers, shall be vested in the Board of Directors.

E. REGISTERED OFFICE

The street address of the initial registered office is:

6900 Fort Mason Drive

Roanoke, Virginia 24018

The name of its registered agent is John A Pilcher, who is a resident of Fort mason subdivision and the state of Virginia. The initial registered office is located in the County of Roanoke, Virginia.

THREE

3. These amendments were adopted at meeting of the membership September 14, 2002.

FOUR

4. These amendments were adopted by unanimous consent of the members. Submitted by Kathie Bennison, President of the Board of Directors of Fort Mason Landowners Association, Inc., this 19th day of February, 2002, who declares that the facts herein stated are true as of this date.

FORT MASON LANDOWNERS ASSOCIATION, INC.

By:

Kathie S. Bennison

President

Henry W. Schabel

Secretary

2/19/02

Date

2/19/02

Date

YR 2002 - PG 00497

**Non Stock Corporation**

Katherine Benson  
President

Jerry Schenkel  
Secretary

State of Virginia

The foregoing instrument was acknowledged before me this 19th day of February 2002, by Fort Mason Landowners Association, Inc. a Virginia non stock corporation, existing under the Laws of the Commonwealth of Virginia.

My Commission expires:

June 30, 2003

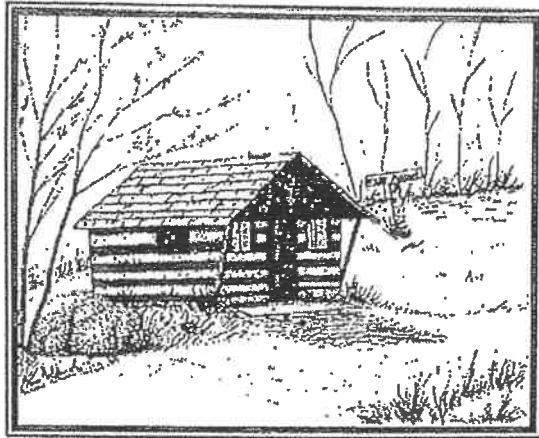
Faith Panner  
Notary Public

INSTRUMENT #200203482  
RECORDED IN THE CLERK'S OFFICE OF  
ROANOKE COUNTY ON  
FEBRUARY 22, 2002 AT 03:29PM  
STEVEN A. MCGRAW, CLERK

BY: [Signature] (DC)

A COPY TESTE: STEVEN A. MCGRAW, CLERK  
CIRCUIT COURT, ROANOKE COUNTY, VA.

BY: [Signature]  
DEPUTY CLERK



# **FORTMASON**

*Landowners Association, Inc.*

6900 Fort Mason Drive Roanoke, VA 24018

## **Attachment 'E'**

### **By-Laws**

YR 2002 -- PG 00501  
**BY-LAWS**  
**OF**  
**FORT MASON LANDOWNERS ASSOCIATION, INC.**

**A.**  
**NAME AND LOCATION**

The name of the corporation is Fort Mason Landowners Association, Inc., and the location of the registered office is 6900 Fort Mason Drive, Roanoke, Virginia 24018.

**B.**  
**PURPOSES**

1. The primary purpose of Fort Mason Landowners Association, Inc. is the maintenance and upkeep of the roads and such other real property belonging to Fort Mason Landowners Association.
2. Expenditure of dues paid by members of Fort Mason Landowners Association, Inc. is restricted to maintenance of the roads and other real property belonging to and operating expenses incurred by Fort Mason Landowners Association, Inc.
3. Improvement of those services which, in the judgment of the members, will contribute to the enhancement of living in the Fort Mason Community by the voluntary actions and contributions of members of Fort Mason Landowners Association, Inc.

**C.**  
**MEMBERSHIP**

1. Those persons, corporations, partnerships, associations, or other entities who have beneficial title to a tract of land in Fort Mason Landowners Association, Inc. which are now recorded in the clerk's office of the circuit court of the County of Roanoke, Virginia, and who shall become members of the Association.
  2. In addition, those persons, corporations, partnerships, associations, or other entities may petition the Board of Directors for membership and be accepted by election of the membership.
  3. The voting rights of the membership shall consist of:
    - a) the election of Directors;
    - b) voting upon amendments to or restatements of the Articles of Incorporation and these By-Laws, as may be recommended by the Board of Directors;
    - c) voting on a sale of all, or substantially all of the assets of the Corporation;
    - d) or voting upon the dissolution of the Corporation, as may be recommended by the Board of Directors;
    - e) or voting upon the change in the rate of annual dues
    - f) and voting upon emergency road maintenance assessments.
- In all other matters, the sole and exclusive operation of the Corporation shall be vested in the Board of Directors.

4. In the meetings of the membership of the Corporation a titleholder(s) to tract or tracts of land shall have one (1) vote, not to exceed one vote; and a titleholder(s) to a tract or tracts with a dwelling or dwellings shall have two (2) votes, not to exceed two votes; provided that the titleholder(s) shall have paid the annual dues for the years previous to the annual meeting of the membership of the Corporation (i.e. John and Sally Doe hold title to two tracts of land or more and have paid their annual dues; they have one (1) vote. Richard and Jane Zee have paid their annual dues and hold title to three tracts of land, two of which tracts have dwellings; they have two (2) votes. If five persons own one tract of land, those five persons, together, have one vote.)
5. The annual meeting of the members of the Corporation shall be held once during each fiscal year at which time the directors of the Corporation shall be elected, and any other necessary business transacted.
6. Special meetings of the membership of the Corporation may be called by the President and shall be called if requested by a majority of the Board of Directors, or at the request of at least 10% of the eligible votes.
7. Notice of all meetings of the membership of the Corporation, including the date, hour, place and a proposed docket shall be mailed to each non-resident title holder fourteen days in advance of such meeting by the Secretary of the Board of Directors; similar notice for all resident titleholders shall be posted at the community bulletin board.
8. It shall be the responsibility of the titleholder to keep the Secretary advised of the current address of the titleholder; if the titleholder is not occupying a dwelling, it is the titleholder's responsibility to inform the Secretary of the names of legitimate occupants.
9. One fourth (1/4) of the eligible votes shall constitute a quorum for the transaction of business at any meeting of the Corporation.
10. *Robert's Rules of Order, Revised* shall govern meetings of the members and the board of directors except where these By-Laws or the Certificate of Incorporation or the Laws of Commonwealth of Virginia require otherwise.

D.

BOARD OF DIRECTORS

1. The Board of Directors shall consist of seven (7) members who shall be vested with the management of the Corporation and shall have the authority conferred upon them by these By-Laws, the Articles of Incorporation, and the laws of the Commonwealth of Virginia.
2. Directors shall serve terms of two (2) years. No member of the Board of Directors shall be eligible for election to more than (2) consecutive terms.
3. The Board of Directors to be so elected shall be elected from a list of nominees presented by a committee on nominations to:
  - a) consist of three (3) persons, appointed by the President from the voting membership of the Corporation not less than 30 days prior to the Annual Meeting of the members of Fort Mason Landowners Association, Inc.
  - b) No more than one (1) member of the existing Board of Directors may serve on the nominating committee.

4. The first meeting of the Board of Directors will be held within 60 days of the annual meeting of the membership. This meeting shall be called and presided over by the appropriate officer of the previous board.
5. Fifty percent (50%) shall constitute a quorum for the transaction of business of the Corporation in all the cases except
  - a) where these By-Laws or the Certificate of Incorporation or the laws of Commonwealth of Virginia require the affirmative vote of more than such percentage, in which special event the percentage required shall thereby constitute a quorum.
  - b) in any meeting there be in attendance less than a quorum, those in attendance may adjourn the meeting.
6. Notice of all meetings and the place, date, and hour for the holding of the same and the purposes for which the same are called shall be given to each director at least five (5) days in advance of such meeting.
7. Emergency meetings may be called by the President or any four (4) Board Members for a verifiable emergency situation; however the scope of that meeting is limited to the handling of that particular emergency.
8. Points of business may be discussed and decided electronically provided *Robert's Rules of Order* are followed. If any member of the board wishes to call for a face-to-face meeting on the topic being discussed, he or she may do so.
9. Vacancies in the Board of Directors may be caused by death, resignation, or sale of title to all tracts of land in the Fort Mason Landowners Association, Inc.; such vacancies shall be filled by appointment by the Board of Directors and persons so appointed shall serve until the next annual meeting of the membership of the Corporation.
10. The Board of Directors shall have the power to appoint such committees as it shall deem expedient and proper for the handling of the affairs of the Corporation.

E.  
OFFICERS

1. The officers of the corporation shall be
  - a) President,
  - b) Vice President,
  - c) Secretary,all of whom shall be members of the Board, and
  - d) Treasurer, who may, or may not be a member of the Board.All officers shall be elected by the Board of Directors at the first meeting of the Board following the annual meeting of the Association. The officers shall serve until their replacements are elected.
2. President. It shall be the duty of the President to
  - a) preside at all meetings of the Board of Directors and the membership of the Corporation;
  - b) call special meetings of the Board of Directors or membership of the Corporation, at discretion, or as required in these By-Laws;

- c) sign any and all contracts, leases, mortgages, deeds, conveyances or other documents of the Corporation affixed to such documents as may be required, to be attested by the Secretary.
- d) see that all officers of the Corporation perform their duties faithfully and shall have general supervision over the affairs of the Corporation.

It shall be the duty of the out-going President to preside until the moment a new President is elected.

- 3. Vice President. In the absence or disability of the President, the Vice President shall perform any or all duties of the President.

- 4. Secretary. The Secretary shall

- a) keep full and accurate minutes of the proceedings of all Board Meetings and present for approval by the Board at which time they become permanent records.
- b) have fiduciary responsibility for all documents that are needed for historical purposes.
- c) have charge of the seal of the corporation, and
- d) sign such instruments as are required, and
- e) make such reports and perform such other duties as are incidental to the office or may be required by the Board of Directors.

- 5. Treasurer. The Treasurer shall

- a) have custody of all monies and securities of the Corporation and
- b) deposit the same in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.
- c) keep full and accurate account of receipts and disbursements, and
- d) disburse the funds of the Corporation by Check or other warrant to be signed as provided in these By-Laws or any amendment thereof.
- e) render reports to the board of Directors as may be required and perform such other duties as be required.

The Treasurer need not be a member of the Board of Directors, but if any member be elected to the office of Treasurer and not be a member of the Board of Directors, that person shall have no vote on any matter which shall come before the Board of Directors, but shall have the right to attend meetings thereof with voice.

- 6. Road Manager. The Road Manager is elected by and is responsible to the Board of Directors and

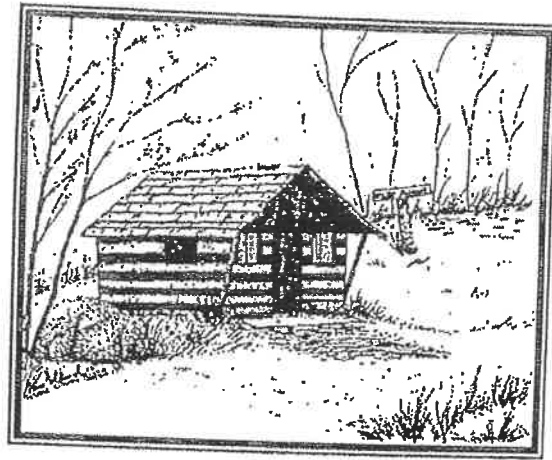
- a) is responsible for the day-to-day upkeep and maintenance of the roads
- b) need not be a member of the Board of Directors,

If any member be elected to the office of Road Manager and not be a member of the Board of Directors of Fort Mason Landowners Association, Inc.,

- c) that person shall have no vote on any matter which shall come before the Board of Directors, but
- d) shall have the right to attend meetings thereof with voice

No member of Fort Mason Landowners Association, Inc. shall undertake any road maintenance or repair without the explicit permission of the Road Manager; mowing, clearing brush, removing overhanging branches or cleaning ditches of debris are not considered road maintenance in this context.

- 7. In the matter of salary or compensation:



# **FORTMASON**

*Landowners Association, Inc.*

6900 Fort Mason Drive Roanoke, VA 24018

## **Attachment 'F'**

### **Declaration of Covenants, Conditions, and Restrictions**



YR 2002 -- PG 00498

**DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
FORT MASON LANDOWNERS ASSOCIATION, INC.**

THIS DECLARATION made on the date hereinafter set forth, by  
FORT MASON LANDOWNERS ASSOCIATION, INC.,  
a Virginia Non-Stock Corporation,  
hereinafter referred to as the "ASSOCIATION"

WITNESSETH

WHEREAS the ASSOCIATION is the owner of certain property in the County of Roanoke, State of Virginia, which is the more particularly described on Exhibit A, attached hereto, and which is a recorded map of Fort Mason dated October 22, 1982, filed in the Clerk's office of Roanoke County Circuit Court recorded in Plat Book 9, Page 236 on November 4, 1982

WHEREAS the plat filed contained the following NOTICE provisions;

1. All roads within the survey are private and for use only by the lot owners, and their invites except as modified by County Ordinance and State Law.
2. All deeds issued subsequent to November 4, 1982, shall contain the following covenants and restrictions:
  - a. None of the roads are public roads maintenance is the responsibility of the landowners they serve.
  - b. That the grade of the main private road exceeds the 12% maximum acceptable to the Virginia Department of Highways.
  - c. That purchase of a lot automatically constitutes compulsory membership in the Association
  - d. That unpaid dues shall constitute a lien on the property.
  - e. That no dwelling shall be constructed with less than 1500 square feet of liveable floor space, unless waived by the Board of Directors of Fort Mason Landowners Association.
  - f. The deeds are subject to the utility and drainage easements as may be required by public or private utility companies.
  - g. No mobile homes.
  - h. No subdivision of lots shown on the survey..
  - i. Only one single dwelling may be constructed on each lot.

NOW THEREFORE, the ASSOCIATION hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following additional easements, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

- Section 1: "Association" shall mean and refer to the Fort Mason Landowners Association, Inc. or its successors or assigns.
- Section 2: "Owner" shall mean and refer to the titleholder, whether one or two persons or entities, of a fee simple title to any lot which is a part of the recorded Plat, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3: "Properties" are those lots as shown on its aforesaid Plat.
- Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall include all roads and easements.
- Section 5: "Lot" shall mean any plot of land as shown on the aforesaid Plat.

ARTICLE II  
PROPERTY RIGHTS

- Section 1: Owners Easements of Enjoyment:  
Every owner shall have a right and easement of enjoyment in and to the Common Area shall pass with the title to every lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3s) of the members agreeing to such action is made.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENT

- Section 1: Creation of the Lien and Personal Obligation of Assessments:  
As stated in the Plat recorded in the Clerk's Office of Roanoke County, each owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
- (a) Annual dues at a rate reviewed by and voted on by a majority vote of the membership.
  - (b) Special Assessments for emergency road maintenance by the Association. In the case of an emergency, a meeting to vote on the need for a special assessment can be called upon written notice of the meeting to the membership and shall be deemed to be a special meeting as defined in Section C5 of the ByLaws.

- (c) Dues Collection Policy: Payment is due 30 days from date of dues notice; delinquency notices will be mailed 30 days after payment due date; notification of intent to file lien will be mailed 30 days from date of delinquency notice; lien will be filed 14 days from notice date of intent to file lien. Collection costs will be included in the amount of lien. Property owners with delinquent payments are encouraged to work out a payment schedule with the FMLA Board of Directors. Any reasonable request will be accepted, provided it is accompanied by a written commitment to honor the proposed payment schedule.

- Section 2: Uniform Rate of Assessments:  
Both annual and special assessments must be fixed at a uniform rate for lots and for homeowners.

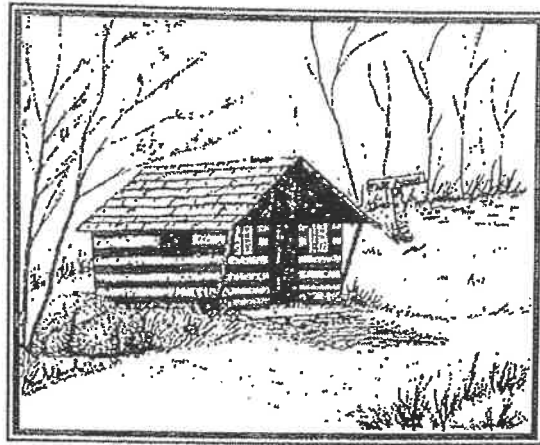
#### ARTICLE IV DUTIES OF ASSOCIATION

- Section 1: The Association shall maintain roads and common areas in a responsible fashion as determined by the Board of Directors.  
Section 2: The Association shall pay and be responsible for the real and personal property taxes.  
Section 3: The Association shall maintain liability insurance.  
Section 4: The Association shall prepare and maintain an updated disclosure packet as required by the Code of Virginia.

#### ARTICLE V RESTRICTIONS

The Association does hereby of its own free will and by majority vote of the membership impose certain restrictions, covenants and conditions which shall apply to all of the lots in the Association and which are as follows:

- Section 1: Property owners may not adversely effect the enjoyment and/or safety of other property owners, and must abide by covenants of residential communities.  
Section 2: No property owner may denude trees and/or vegetation, or grade property to the extent it adversely effects the drainage and/or safety of other properties including the Association's rights of way and roads.  
Section 3: Fort Mason is located in a wild fire area, permits to burn or use incendiary devices are required by law.  
Section 4: Enforcement shall be by legal proceedings at law, after notice to the violator. The failure to enforce any right, reservation, or condition contained in this declaration shall not be deemed as a waiver of the right to so hereafter as to breach herein, and shall not at any time effect its enforcement.  
Section 5: Severability: Should any of the covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument be declared null, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal, such judgment shall not render the other provisions herein void and unenforceable. Should any covenant violate State or Federal law or local ordinance, the latter shall prevail.



# **FORTMASON**

***Landowners Association, Inc.***

**6900 Fort Mason Drive Roanoke, VA 24018**

## **Attachment 'G'**

### **Meeting Minutes**

# Fort Mason Homeowners Association Annual Meeting Minutes

December 11, 2021

Held at Roanoke County Library, 6303 Merriman Road  
and via zoom



## Introductions- Jason Grove, President

- **2021 Board Members-** Jason Grove (President), Joe Walton (Vice President), Katie Bills (Secretary), Linda Burnham, Dennis Campbell, Larry Poindexter, Lance Morgan
- **2021 New Homeowners-** Rhonda & David Dew, Jesse Sink & Raina Peterson

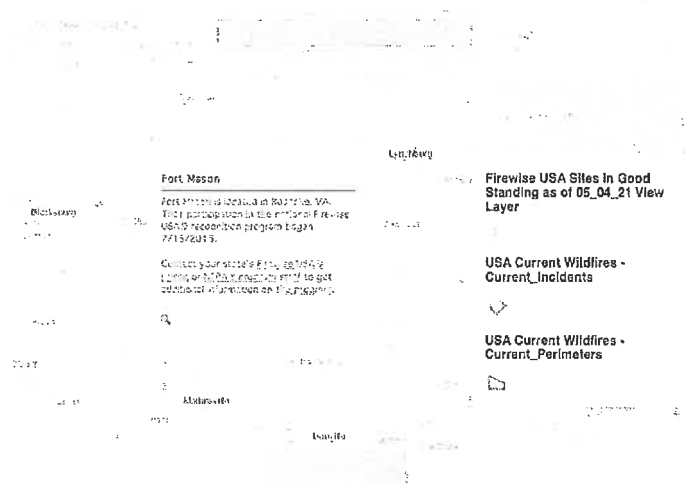
**Role/Attendance-** Linda Burnham, Board Member (attendance taken both in person and virtual)

## Firewise Report-

Jason Grove for Amy Gerber-Strough

Fort Mason is one of only two members in the Roanoke area who are Firewise USA sites in good standing. The national Firewise USA® recognition program provides a collaborative framework to help neighbors in a geographic area get organized, **and take action to increase the ignition resistance of their homes and community** and to reduce wildfire risks at the local level. To maintain this status, there are annual community events (as well as expectations for Homeowner on a regular basis) which include clearing of debris, delimbing and removal of lower tree branches, raking and removal of pine needles, leaves, and ground debris, stacking/piling of wood debris for curbside pickup, debris removal and maintenance of commonly owned areas.

These activities are monitored, logged and reported to the NFPA



## CERTIFICATE



## Treasurer & Audit Reports- Beth Fariss (Treasurer TBD)

- Noted was that the Report ends October 2021 and that major expenses accrued in November 2021 for Paving and New Postal Boxes (boxes to be installed in January 2022).
- Questions were raised regarding the expenses for the Security Camera and the Board was asked to Review.

### Fort Mason Land Owner's Association Income Statement

	September 30, 2019 - October 31, 2020	November 1, 2020- October 31, 2021
<b>INCOME</b>		
Homeowner Dues	28,200.00	30,000.00
Lotowner Dues	2,640.00	2,640.00
Disclosure Packets	176.07	1,584.54
Late Fees	84.00	109.80
Discounts	-	(1,800.00)
Uncategorized Income	938.96	
<b>TOTAL INCOME</b>	<b>32,039.03</b>	<b>32,534.34</b>
<b>GROSS PROFIT</b>	<b>32,039.03</b>	<b>32,534.34</b>
<b>EXPENSES</b>		
Electric	104.00	94.51
Fees, Permits, Licenses	35.00	-
Gravel/Paving	792.04	-
Lawn Mowing	700.00	1,300.00
Snow Removal	-	1,200.00
Tree Cutting & Removal	850.00	-
Security Camera Expense	2,069.04	1,769.04
Legal Fees	(74.00)	-
Office Expenses	576.87	1,061.09
Mailboxes		1,128.82
Uncategorized Expense	16.96	116.30
<b>TOTAL EXPENSES</b>	<b>5,069.91</b>	<b>6,669.76</b>
<b>NET ORDINARY INCOME</b>	<b>26,969.12</b>	<b>25,864.58</b>
<b>OTHER INCOME/EXPENSE</b>		
Meeting Expense	37.50	-
Real Estate Taxes	330.27	330.27
State Farm Insurance	486.00	490.00
<b>TOTAL OTHER INCOME/EXPENSE</b>	<b>853.77</b>	<b>820.27</b>
<b>NET INCOME</b>	<b>26,115.35</b>	<b>25,044.31</b>
<b>October 31, 2021 Bank Statement Balance</b>		
November 2021 Expenses		70,809.85
Mail Boxes		1,342.18
Paving		30,587.12
Real Estate Taxes		165.12
Electric		8.22
		38,707.21

# Roads Report- Colston Clarke, Roads Chair

## Road Chairman Report- Presented by Colston Clarke 12/11/2021 Annual Meeting of the FMLA

Colston started with a THANK YOU to all HOA members who routinely assist in keeping culverts clean and clear of debris without being asked. He reminded residents there is a "expectation" or "tradition" that, if you are able, and you have a culvert/drainage area adjacent to your property you assist in keeping it as clean as possible. As our culverts go, so does the condition of our roads.

Colston reminded residents of two important items in FMLA Bylaws, revision dated 10/10/2004:  
"...primary purpose of FMLA is maintenance and upkeep of roads and such other real property....  
and "...dues are restricted to maintenance of roads and other such real property....".

"Roads" consist of 5 areas:

- 1) Paving
- 2) Culverts, ditches, cleanout, maintenance, replacement, drainage and erosion control
- 3) Snow Removal
- 4) Trees in the right of way, including small trees and overhead branches
- 5) Emergencies -flooding, washouts, landslides, egress/Ingress

Road Committee has formed a 3-tiered "grading system" for all roads (paving) and culverts.

Red: Need imminent work

Yellow: Pending work as money/funds allow

Green: Okay for present time

The work for roads and culvert are determined based on above, with 1) funding 2) condition and 3) amount of traffic impact.

For 2021 PAVING:

\$31,000 spent in late 2021. Next closest bidder/contractor was \$40k.

1/3 of that amount went to paving 3 sections of Fox Grape- road conditions were awful and causing tire damage

10% Upper Rabbit Run- 4 large degrading areas

10% Upper Fort Mason- 1 large 100' section

1/3 Intersection of Rabbit Run Fort Mason and large pothole strewn area at Linda Burnham's house

Small sliver in bad turn on Wineberry- added last minute

Large pothole/scaling area on Wren-added last minute.

For 2021 CULVERTS:

Work will take place in January/February 2022. Work will include opening up multiple drains, filling drainage area with rip-rap, and lining entrance of culverts with rip-rap, grading, straightening, filling: Drainage/culverts on upper Terrapin

Culvert above Gerber Stroh driveway on Fort Mason

Culvert at first left-hand curve lower Rabbit Run

Culvert below Oranchak home on Fort Mason

Culvert above Bill Phoenix driveway on Fort Mason

2 culverts below Bill Phoenix driveway on Fort Mason

### COMMENTS' ON TREES:

Trees affect the ability for light to shine on roadways, a key help in winter weather conditions. Small trees in the right of way (25' from center of road to either side) will ultimately grow and encroach on road with overhead branches and roots that degrade paving. Tree work is VERY expensive....

Plan is to host TWO volunteer workdays. This will save FMLA TENS OF THOUSANDS OF \$\$ If we do ourselves, would serve as a FireWise activity, and is always a great way to bring community together. One weekend would consist of cutting trees in right of way and collecting downed brush. Residents will be encouraged to ALSO clear their own lots of downed brush and get to the roadway for future CHIPPING/MULCHING. The FMLA would rent an AWD "man-lift" to remove overhanging branches on entire mountain. \$800-\$1k cost. Final weekend would be cleanup/mulching, renting a chipper to be used across the mountain. \$300-\$400 rental.

### SNOW REMOVAL:

The FMLA is reaching critical point on this important road component. Our current snow removal partner LIVES ON THE MOUNTAIN which offers FMLA a HUGE advantage. Health issues are creating uncertainty regarding their status. The mountain is 100% dependent on their equipment, time (vacations, etc) schedule, and health status. There IS NO backup plan at this point. Past contractors have been woefully ineffective at the time of the storm, leaving plowing incomplete or simply not done.

Current snow removal charges are unrealistically LOW. Maintenance, insurance, parts, upkeep, fuel, overhead require a higher charge for snow removal. Current snow removal entity on Fort Mason has suggested being paid contractor rates to continue snow removal services.

Colston reviewed a similar neighborhood's costs and challenges in removing snow (Sugar Rum Ridge Road.....1/2 mile roadway with approx. 15 homes) Rock salt may be a REQUIREMENT to be used on Fort Mason roads if outside contractors are used. Colston Clarke has board approval to use smaller plowing equipment on smaller roads in the 2021/2022 season for \$55/hour. This should lower overall costs somewhat.

BUDGETARY estimate from outside contractors to remove snow after a 10" snowstorm on Fort Mason roads is \$4-6,000. Last year's 10" snow costs approximately \$1,200 to \$1,500.

Finding CURRENT contractors willing to plow the mountain with any semblance of reliability is proving VERY DIFFICULT. Colston Clarke is currently contacting multiple sources with pending budgetary prices.

-END

## • Fort Mason Road Survey

Section	Replace or repair	Notes	Grade	Urgency
Fort Mason at Fishpond down to Rabbit Run	NONE TO SPEAK OF			
Fort Mason from Fishpond to Entrance				
Below Bill Phoenix Driveway	OKAY	Bill Phoenix territory	C	4
Above Bill Phoenix driveway	OKAY	Bill Phoenix territory	C	4
Fort Mason/Rabbit Run Junction	PENDING	PENDING		
Rabbit Run up mountain to Wineberry	PENDING	PENDING		
Upper Rabbit Run "Spur" (to Farris house)	PENDING	PENDING		
Raspberry Road	NONE TO SPEAK OF	OKAY		
Foxgrape				
Butternut Road	Culvert in S curve completely gone	New culvert needed- in conjunction with potential paving	F	2
	Large culvert in S Curve	Good condition	B	4
	Small Culvert at Jack Ring's driveway	Possibly add few bags of cement to retain walls/widen entire culvert	F	3
Fishpond	repair- needs cleaning out and widening	All looks pretty good- Someday replace culvert in pond	C	5
Wren Road				
	Culvert at entrance to Wren	Needs to be cut back and cleaned out	A	5
Entrance/Common Area	PENDING			

INVOICE

Fort Mason Landowners  
Association  
6900 Fort Mason Dr  
Roanoke, VA 24018

board@fortmason.info

FORT MASON  
*Landowners Association, Inc.*  
6900 Fort Mason Drive  
Roanoke, VA 24018

Lot # 102

Bill to  
David & Kari Ross  
Lot # 102  
201 Old Mill Creek Lane  
Rocky Mount, VA 24151

Invoice details  
Invoice no.: 2024102  
Invoice date: 01/01/2024  
Due date: 02/01/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	2024 Lot Dues				\$240.00
Total					\$240.00

Please make check payable to  
Fort Mason Landowners Association  
6900 Fort Mason Drive  
Roanoke, VA 24018

Note to customer  
A 10% late fee will be assessed if not paid by the  
due date

*Paid Carter #1221*