

# CONSTITUTION and BYLAWS

## of the SEMINARY RIDGE CIVIC ASSOCIATION

**As Amended Through October 1, 2023**  
**(Initially Adopted September 1980)**

### ARTICLE I

#### *Name*

The name of this organization shall be: Seminary Ridge Civic Association.

### ARTICLE II

#### *Purposes*

The purposes of the Association shall be to promote the interests and welfare of the residents and real property owners of the Seminary Ridge Subdivision, to maintain and improve the residential character of the Seminary Ridge area in particular and of the City of Alexandria generally as a desirable place in which to live, to enforce the restrictions and covenants running with the land in the Subdivision, and to encourage a spirit of neighborhood, community, and friendship among the residents.

### ARTICLE III

#### *Membership*

**Sec. 1.** There are two types of membership in the Association: covenant and non-covenant. Covenant members are those who are at least 18 years of age and live or own property in the Seminary Ridge Subdivision. Non-covenant members are those who are at least 18 years of age, live nearby, and pay dues, but are outside of the boundaries of the Subdivision as recorded in the land records of the City of Alexandria.

**Sec. 2.** Voting of the membership is limited to covenant members who own property in the Seminary Ridge Subdivision. The owners of each lot shall have a total of one vote.

**Sec. 3.** Membership dues shall be fifty dollars (\$50.00) per annum per household, payable on or after September 1 and due at the Annual Meeting.

## ARTICLE IV

### *Officers*

**Sec. 1.** The elected officers of the Association shall be the President, First Vice President, Second Vice President, Secretary, Treasurer, and Parliamentarian. The officers shall be elected from among the lot owners at the Annual Meeting and shall take office immediately. Nominations may be made by a Nominating Committee or by any member of the Association at the Annual Meeting. Election shall be by majority vote. If no candidate receives a majority vote on the first ballot, there shall be a run-off election between the two nominees having the highest votes on the first ballot, and the run-off candidate then receiving the highest vote shall be declared elected. All officers shall serve for a term of one year and until successors are duly elected.

**Sec. 2.** The duties of the President shall be to preside at meetings of the Association, of the Executive Committee, and of the Community Committee, to exercise general executive direction of the affairs of the Association, to appoint chairpersons and members of all Standing and Special Committees, and with the approval of the Executive Committee to call Annual and Special meetings of the Association.

**Sec. 3.** The First Vice President will serve as the Association's liaison to the Seminary Hill Association and to the City of Alexandria as needed. The First Vice President shall preside at meetings at the request of or in the absence of the President. In case the office of President becomes vacant, the First Vice President shall become President of the Association for the remainder of the unexpired term. The Second Vice President shall be responsible for all social events held by the Association. In case the office of First Vice President becomes vacant, the Second Vice President may become First Vice President, if interested in the responsibilities of that position. If the office of Second Vice President should become vacant, the Association's Board may select a new Second Vice President.

**Sec. 4.** The duties of the Secretary shall be to conduct correspondence; to issue notices of meetings; to gather for permanent preservation, and be custodian of, all records of the Association; to prepare minutes of the meetings of the Association and of the Executive Committee; and in the absence of the President and First and Second Vice Presidents to call meetings to order and act as a temporary presiding officer.

**Sec. 5.** The duties of the Treasurer shall be to receive applications for membership and collect the annual dues from members of the Association and deposit same, together with any funds received by the Association from any source, in a member bank of the Federal Deposit Insurance Corporation in the name of the Association. All withdrawals from the Association account in excess of \$500.00 shall be signed by the Treasurer and countersigned by the President or, in the temporary absence of the President, the President's designee from among the other officers. The Treasurer shall keep a record of all funds of the Association, including receipts for expenditures and requests for reimbursement presented to the Treasurer. In January of each year and at such other times as the President may request, the Treasurer shall submit to the Executive Committee a statement of all income and disbursements for the preceding year. Expenditures may be made only upon the approval of a majority of the Executive Committee or a majority of the membership present at any properly called meeting at which a quorum is present.

**Sec. 6.** The duties of the Parliamentarian shall be to advise the presiding officer respecting the conduct of business at meetings of the Association in accordance with this Constitution and the Bylaws of the Association.

**Sec. 7.** If any elected office shall become vacant, except as provided above, the Executive Committee shall elect an individual to serve the remainder of the unexpired term.

## **ARTICLE V**

### *Committees*

**Sec. 1.** There shall be an Executive Committee composed of the elected officers of the Association and the chairpersons of the Standing Committees. The Association's past President whose term expired at the last Annual Meeting shall be a member of the Executive Committee. The Executive Committee may be referred to as the Board of the Association.

**Sec. 2.** A quorum of the Executive Committee shall consist of a majority of its members.

**Sec. 3.** The Executive Committee shall have full power to act for the Association when, in the judgment of the majority of the committee members present, the necessity therefor arises. Any such action shall be in accordance with the objectives of the Association, and when taken shall stand as the act of the Association.

**Sec. 4.** At the next regular meeting of the Association following an Executive Committee meeting, the President shall report all but routine actions taken by such committee.

**Sec. 5.** There shall be as many standing committees of the Association as the Executive Committee deems necessary for the work of the Association.

**Sec. 6.** There shall be such Special Committees as the work of the Association may require.

## **ARTICLE VI**

### *Community Committee*

**Sec. 1.** The Community Committee shall consist of the elected officers of the Association. The Community Committee is the "Community Committee of Seminary Ridge Subdivision," as provided for in the Restrictions and Covenants dated March 23, 1970 and recorded April 3, 1970 in deed book 708, page 308, as amended, City of Alexandria. The Community Committee shall have all the powers and duties set forth in those Restrictions and Covenants including the power to approve or disapprove requests by lot owners for actions prohibited by the Restrictions and Covenants. The Immediate Past President may serve as a non-voting advisor to the Community Committee.

**Sec. 2.** Meetings of the Community Committee shall be called by the President or at the request of any two Community Committee members. The committee may hold meetings within or without Seminary Ridge Subdivision. Each Community Committee member shall be notified at least seven days in advance of a meeting. The Community Committee shall adopt such

procedures for carrying out its duties and responsibilities as it shall deem fitting and proper. At meetings of the Community Committee, the President shall preside; in the absence of the President, the First Vice President or the Second Vice President shall preside. A majority of the members of the Community Committee shall constitute a quorum for the transaction of business. The Secretary shall maintain minutes of all Community Committee meetings and records of all Community Committee decisions including those reached by telephone or electronic vote.

**Sec. 3.** Approval of all matters coming before the Community Committee shall require the affirmative vote of four members.

**Sec. 4.** Decisions may be reached by telephone vote or any acceptable electronic means (VA Code 55-515.3), if such action is appropriate in the judgment of the President. The President may delegate one of the other officers to conduct the vote. Approval by telephone or any acceptable electronic means of any action requires the affirmative vote of at least four members.

**Sec. 5.** Affected lot owners shall have a right of hearing before the Committee. Any decision to approve or disapprove a request for exemptions by a lot owner, and any determination that a lot owner is performing an action prohibited by the Restrictions and Covenants, shall be conveyed in writing to the lot owner affected, bearing the signature of a member of the Community Committee.

**Sec. 6.** A lot owner shall have the right to have actions reconsidered by the Community Committee. A request for reconsideration must be in writing, addressed to the Committee, and submitted to the President, and shall describe the reasons for the request. The President shall then call a meeting of the Community Committee, to be held within 14 days of the receipt of the reconsideration request. The lot owner shall be given notice of the meeting and shall have the right to appear either alone or through a duly authorized agent. A decision of the Community Committee against the position of the affected lot owner shall require four votes. The decision of the Committee shall be communicated to the lot owner in writing.

**Sec. 7.** If a lot owner fails within reasonable time to comply with a ruling of the Community Committee, the Committee shall take appropriate steps under the provisions of Paragraph 5, Enforcement, of the Restrictions and Covenants, to include possible legal action.

## **ARTICLE VII**

### *Amendments*

This Constitution and Bylaws may be amended by two-thirds majority vote at an Annual or Special Meeting of the Association. Amendments may be proposed by majority vote of the Executive Committee, or by written petition of at least ten members of the Association submitted to the Executive Committee at least 30 days prior to the meeting of the Association. The Secretary shall inform the membership in writing the full text of any proposed amendment at least ten days prior to the Association meeting.

## ARTICLE VIII

### *Meetings*

**Sec. 1.** The Executive Committee (Board) of the Association shall meet at least quarterly, either in person or electronically, to carry on the business and activities of the Association. The Association shall have at least one meeting annually of its membership, to be known as the Annual Meeting. The Annual Meeting ordinarily will be held in the month of September, for the transaction of such business as may properly come before the meeting or any adjournment thereof, to include the annual election of new officers. The President shall call a Special Meeting of the members of the Association within 30 days upon the written request of 25 or more members.

**Sec. 2.** The Secretary shall notify the membership in writing at least ten days prior to any Annual or Special Meeting. Such notice shall state the place, date, and hour of the meeting, and in the case of a Special Meeting, the purpose or purposes of the meeting.

**Sec. 3.** One or more owners, present in person or represented by proxy, of ten percent of the lots shall constitute a quorum for the transaction of business at any Annual or Special Meeting of the Association.

**Sec.4.** Any lot owner at a meeting of the members of the Association may vote in person or by proxy appointed by an instrument in writing executed by the lot owner or by his duly authorized attorney-in- fact.

**Sec. 5.** Prior to the Annual Meeting, the President may appoint a Nominating Committee of not more than three (3) members to nominate at least one candidate for each of the elective offices of the Association. The names of such nominees shall be presented to the membership as part of the 10-day notice of the Annual Meeting at which the election is to be held.

**Sec. 6.** Except as otherwise provided by the Constitution and Bylaws, procedure at meetings of the Association shall be governed by Robert's Rules of Order.

# SEMINARY RIDGE SUBDIVISION

## DEED OF RESTRICTIONS AND COVENANTS

### CITY OF ALEXANDRIA, VIRGINIA

*Dated: March 23, 1970*

*Recorded: April 3, 1970*

*Deed Book 708, Page 308*

#### **1. BASIC PURPOSE:**

The basic purpose of these restrictions and covenants is to establish and maintain SEMINARY RIDGE SUBDIVISION as a highly desirable, attractive and pleasant residential community, in accordance with the standards prevailing for such communities in the suburban Washington, D.C. area.

#### **2. LAND USE:**

All lots in SEMINARY RIDGE SUBDIVISION shall be used exclusively for private residential dwelling purposes, except that land or lots may also be used for "Uses Permitted", or "Special Exceptions" granted, under the applicable provisions of the Ordinances of the City of Alexandria, Virginia, provided that any such Use or Exception must also be approved in writing by the Pulte Land of Maryland Corporation, Developer of Seminary Ridge Subdivision, or by a Community Committee, when it has the power to act after the Community Committee has been established as set forth in paragraph 8, below.

#### **3. PROHIBITIONS:**

Without the approval of the DEVELOPER or the COMMUNITY COMMITTEE when established in paragraph 8, below, no land or lot owner shall cause or permit any of the following:

(a) the erection, construction or placement of any dwelling, building, addition, improvement, structural change, change in exterior design, unless the plans and specifications for the same have been approved by the DEVELOPER or COMMUNITY COMMITTEE when established.

(b) no change in land grade or the erection of any fences or walls of any kind may be made unless the same have been approved by the DEVELOPER or COMMUNITY COMMITTEE when established.

(c) the existence of any physical condition or of any activity which by virtue of its appearance, noise, or odor, and taking into consideration its duration, intensity and other pertinent factors, is determined to be -- in the sole judgment of the DEVELOPER or COMMUNITY COMMITTEE -- an unreasonable infringement or intrusion upon or nuisance to the health, comfort, peace,

quiet, or pleasant enjoyment of any owner or occupant elsewhere in the SEMINARY RIDGE SUBDIVISION. Without limiting the generality of the foregoing, some examples of the physical conditions or activities intended to be prohibited by the foregoing shall include

(1) the existence of any dumping ground, or any unscreened, unattractively screened, or unsanitary trash or garbage storage area or incinerator; (2) the keeping of any animals or fowl (other than domesticated dogs or cats, or usual indoor family pets); (3) the existence of any signs, billboards or like objects, or bizarre exterior color scheme; (4) leaving in view any vehicle, equipment, or like object which has the appearance of being unserviceable or in state of disuse or disrepair; (5) no towers or poles for antennas for ham radio or television broadcasting or receiving may be erected on any lot or on any structure on any lot and no outside television antennas or a type generally used may be installed on a post, tower, dwelling, garage or outbuilding without the approval of the DEVELOPER or COMMUNITY COMMITTEE when established; (6) no boats, campers, or trailers of any kind may be stored outside on any lot at any time; however, the same may be stored out of sight inside a garage or permanent outbuilding; and (7) no structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily, or permanently. No trailer or truck camper, or temporary outbuilding shall be stored or used on any lot in the Subdivision except by the DEVELOPER or builders during the course of construction.

#### **4. APPROVALS AND DISAPPROVALS:**

The DEVELOPER or COMMUNITY COMMITTEE acting solely in accordance with its own honest judgment, shall make all necessary determinations herein, including the issuance of approvals and disapprovals hereunder, and the interpretation hereof, in order to carry out the provisions and purposes of the restrictions and covenants provided in paragraphs 2 and 3 above.

At any time hereunder, any required approval by the DEVELOPER or COMMUNITY COMMITTEE, when established, shall be conclusively deemed to have been granted (1) if a matter hereunder has been expressly submitted in writing to the DEVELOPER or COMMUNITY COMMITTEE for approval or disapproval, and the DEVELOPER or COMMUNITY COMMITTEE has failed to act thereon for a period of thirty (30) days thereafter, from the first day of the next succeeding month after any application for approval or disapproval has been received in writing.

#### **5. ENFORCEMENT:**

In addition to all other rights and remedies, the DEVELOPER or COMMUNITY COMMITTEE is hereby empowered to take any such steps as either deems necessary summarily to abate, remove, remedy or correct any violation or breach hereof, at the sole expense of the person or owner responsible therefor, with respect to which such breach or violation exists, without incurring any legal liability therefor. Any owner of a lot or owners of lots shall also have said rights of enforcement.

## **6. AMENDMENTS, MODIFICATION or VACATION:**

The DEVELOPER shall have the power to alter, amend, modify, or vacate any restrictions and covenants herein contained, and grant and vacate easements whenever the circumstances in the opinion of PULTE LAND OF MARYLAND CORPORATION deem the same advisable; providing, however, that no amendment, modification or vacation or other act or acts may be made by the DEVELOPER after the COMMUNITY COMMITTEE has been established as set forth in paragraph 8, at which time a majority of the owners of all lots in SEMINARY RIDGE SUBDIVISION shall have the right to alter, amend, modify or vacate the same.

However, no act, alteration, amendment, vacation or modification of the restrictions and covenants shall affect the title to any lot or land that has been previously conveyed by deed of trust or deeds of trust, which are still in effect under the terms thereof to secure a holder or holders of note(s) or other indebtedness secured by the same unless the holder(s) and Trustees under such deed(s) of trust consent thereto in writing.

## **7. SEVERABILITY:**

Each and every one of the restrictions and covenants herein are independent and severable, and, accordingly, any invalidation of any one or more of these covenants shall in no way affect any of the other restrictions and covenants herein.

## **8. COMMUNITY COMMITTEE:**

(a) The COMMUNITY COMMITTEE shall be known as the "COMMUNITY COMMITTEE OF SEMINARY RIDGE SUBDIVISION" hereinafter called "COMMUNITY COMMITTEE."

(b) Deleted -- See Deed of Amendment.

(c) The first members of COMMUNITY COMMITTEE shall be appointed by the DEVELOPER, who shall serve for one year from the date of first appointment of the members by the DEVELOPER.

(d) The COMMUNITY COMMITTEE shall become effective when the DEVELOPER records an instrument in writing, appointing the members of the first COMMUNITY COMMITTEE, and said instrument in writing shall set forth the effective date the COMMUNITY COMMITTEE shall commence and have power to act. The DEVELOPER intends to appoint the first members and place in effect the COMMUNITY COMMITTEE when the DEVELOPER has completed and sold all the lots to be developed in SEMINARY RIDGE SUBDIVISION. The DEVELOPER shall have exclusive powers provided herein until the COMMUNITY COMMITTEE is effected by the DEVELOPER.

(e) Deleted -- See Deed of Amendment.

(f) Only a majority of all the owners of lots in SEMINARY RIDGE SUBDIVISION may change, alter, vacate, or modify the restrictions and covenants after the COMMUNITY COMMITTEE has been effected by the DEVELOPER as provided herein.

(g) An owner or owners of each lot in SEMINARY RIDGE SUBDIVISION shall be entitled to one vote for each lot owned, should a majority vote of the owners of all the lots in SEMINARY RIDGE SUBDIVISION be needed to change, alter, modify, or amend the restrictions and covenants. (Deletion as per Deed of Amendment, Paragraph 3).



# DEED OF AMENDMENT TO RESTRICTIONS AND COVENANTS OF SEMINARY RIDGE SUBDIVISION

*Dated: June 18, 1980*

*Recorded: October 8, 1980*

*Deed Book: 1001, Pages 541-563*

This Deed of Amendment made this 18th day of June, 1980, by the undersigned lot owners of the Seminary Ridge Subdivision, City of Alexandria, Virginia, State of Virginia:

## WITNESSETH

WHEREAS, there appears in the land records of the City of Alexandria, Virginia, the restrictions and covenants of the Seminary Ridge Subdivision, recorded April 3, 1970, in Deed Book 708, at Page 308; and

WHEREAS, it is the desire of the majority of the two-hundred thirty-seven (237) lot owners of the Seminary Ridge Subdivision that said restrictions and covenants be amended; and

WHEREAS, it appearing in the said restrictions and covenants under Paragraph 6 therein (AMENDMENTS, MODIFICATION or VACATION) that "... a majority of the owners of all lots in SEMINARY RIDGE SUBDIVISION shall have the right to alter, amend, modify or vacate the same"... after establishment of the COMMUNITY COMMITTEE, said Community Committee having been established by instrument recorded on January 29, 1979, among the land records of the City of Alexandria, in Deed Book 930, at Page 803; and

NOW, THEREFORE, the aforesaid restrictions and covenants are hereby amended as follows:

- (1) Paragraphs (b) and (e) of Paragraph 8 (COMMUNITY COMMITTEE) are hereby deleted.
- (2) In place and instead of Paragraph 8(b), heretofore deleted, shall be the following provision designated as PARAGRAPH 8(b). "The Community Committee shall consist of the duly elected officers or their replacements, present and future, of the SEMINARY RIDGE CIVIC ASSOCIATION: said officers being duly elected in accordance with the present Constitution and Bylaws of the SEMINARY RIDGE CIVIC ASSOCIATION, as amended, and as that Constitution and Bylaws may be amended from time to time, which are hereby adopted, ratified, and confirmed, and hereby incorporated by reference."
- (3) Paragraph (g) of Paragraph 8 is amended by deleting the following: "elect new members, or".

The above appearing amendments, being in accordance with Paragraph 6 of the aforesaid restrictions and covenants, is evidenced by a majority of the present lot owners of the Seminary Ridge Subdivision, as evidenced by the signatures below appearing.

IN WITNESS WHEREOF, the following lot owners, constituting a majority of the owners of all lots in the Seminary Ridge Subdivision have hereunto affixed their hand and seal.