CONSTITUTIONAL

DECLARATION OF COVENANTS AND AUTHORITY

FOR HOMEOWNER ASSOCIATIONS

By

Cybertooth LLC

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SUMMARY: This document replaces the traditional document governing those living under a
Homeowners/Property-owners Agreement (also known as a DECLARATION OF COVENANTS).
This is a legally binding agreement that defines what, how and who has authority within an
Association, reinforcing the concept that Owners are sovereign and are the governors of the
Association which is to care for the common property while “securing the Blessings of Liberty” for
the people.

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DECLARATION OF COVENANTS AND AUTHORITY

THIS DECLARATION OF COVENANTS AND AUTHORITY ("Declaration") is made this day _____ of __________________ by WE THE PEOPLE, more specifically the real property owners within the Ashburn Farm Community;

W I T N E S S E T H

WHEREAS, WE THE PEOPLE, as residents in and owners of real property located in Loudoun County, Virginia, in the community known as Ashburn Farm, as more particularly described on Exhibit A which is attached hereto, and loosely joined by common agreement; and

WHEREAS, in order to preserve and enhance the freedoms, civil rights and liberties defined in our U.S. Constitution and to improve upon the personal and general health, freedoms, safety and welfare of residents which will improve property values, amenities and opportunities in the community, and help maintain the land and improvements thereon, WE THE PEOPLE re-charter this ASHBURN FARM ASSOCIATION to remove unconstitutional powers by dissolving governing and Founding Documents and powers as determined appropriate to this new Declaration that is to replace them, including but not limited to: the existing Declaration, associations, covenants, restrictions, easements, charges, and liens to which owners of real property described above are subject; replacing these with a "Constitutional HOA" as defined by this Declaration of Covenants and Authority which strictly follows the U.S. Constitution, guarantees and protects freedoms of property owners and residents, explicitly identifies the source of its authority, the difference between legal and moral authority, and which strictly limits authority afforded to officers; and

WHEREAS, the existing ASHBURN FARM ASSOCIATION remains while its Declaration of Covenants and Restrictions and associated components is dissolved, only the agreement of charges associated with running with said real property and the agreement to accept a governing Declaration will continue to bind all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, or inuring to the benefit of each owner thereof; and such agreements will be altered only modestly to support this new Declaration and its responsibilities; and

WHEREAS, the existing ASHBURN FARM ASSOCIATION remains while its associated Declaration of Covenants and Restrictions is dissolved, a new governing body is to be established; and

WHEREAS, to provide a means for meeting the purpose and intent herein set forth, WE THE PEOPLE have loosely joined together to form this agreement with one another.

NOW, THEREFORE, WE THE PEOPLE do hereby grant, establish, and convey to each Owner mutual non-exclusive rights, privileges and easements of enjoyment on equal terms in common with all other Owners in and to the use of the Common Area and facilities; and do hereby declare the above described real property to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (hereinafter referred to as “Constitutional Covenants”) hereinafter set forth, which are for the purpose of protecting the civil rights and property of all people, and shall run with, the real property and be binding on all parties having any right, title, or interest in the above described real property or any portions thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

AND FURTHER, WE THE PEOPLE hereby delegate and assign to the Association the powers of owning, maintaining and administering the Common Area, and Covenants and Articles therein, collecting and disbursing the assessments and charges hereinafter created; empowering them to use these to defend residents and their civil liberties, freedoms, recreation, health, safety, and welfare.
CONSTITUTION'S PREAMBLE
We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

The Foundation
Our nation was founded on the precept that we, the people, are recipients of the Grace of God which is Jesus, our Christ, through whom we receive abundant life and true freedom. In the U.S. Constitution this Grace is referred to as the “Blessings of Liberty.” These are God-given freedoms, thus we can choose to be wise or foolish with them and no legitimate authority may take them away. But with freedom comes the responsibility to defend such rights for ourselves, our neighbors and future generations. If we allow our rights to be taken away or our decisions made for us then we return to being slaves to the Law (which is sin). For this reason we reject the authority assumed by traditional HOA Declarations of Covenants which assume authority over us and establish this new covenant which honors our Creator and Savior, recognizing Him as the purpose for which our U.S. Constitution and our Nation was created and empowering Him to defend our rights.
This charter delineates a clear line between moral and legal authority, explicitly preserving moral authority as rights of citizens alone and recognizing that owners of property to which this Declaration is bound are the governing authority over the connected Neighborhoods and Associations.

AUTHORITY ORIGINATES WITH CHRIST
Before the governing articles are defined we first recognize that our Constitution and its powers were established through the authority of Jesus, the Christ, for the benefit of His people. We acknowledge that we are granted dominion over the heavens and the earth and that we are asked to walk as servants towards one another whether we believe in Christ or not. We also recognize that the shape and form of the Creator is seen differently by each of us and we welcome these differences.

LEGAL AND MORAL AUTHORITY
We recognize that government officials only wield legal-authority, the authority of men, which has no authority over a person’s God-given rights which are a moral-authority; that the Created has no authority over the Creator. Because of this, the authority to interfere with a person’s rights belongs only to those working in the true best interest of the person or persons; meaning that only those acting as God’s appointed emissaries have the moral authority necessary to suspend another person’s rights. These are most often religious leaders, family members and friends but each situation is different and thus those who have the person’s best interests in mind is a bit subjective. Regardless of the circumstances, however, legal authority has no superiority over moral authority but can be wielded by those holding a moral authority. In addition, God reserves the right of “vengeance” so the right to punish, fine, regulate and restrict people will not be the domain of the Association or any government entity.

PRIMARY OBLIGATION
We recognize that a citizen’s first obligation in life is a moral one which is to protect and defend the rights of others as he would himself and it is an obligation that is present in every action a person takes. Because of this obligation the authority a person exercises as an officer of an organization such as the Association carries with it this same obligation. Therefore, the highest moral imperative for the Association is to defend residents against those acting to take away rights and freedoms – especially against the powers of other levels of government (IE: the EPA, DHS, NSA, etc.). Higher levels of government must be subservient to the lower
branches but as it stands the federal government is perceived to have the most power. This perception is a
misnomer and is in fact the antithesis of how our government should operate or be thought of.

LIMITATIONS ON AUTHORITY
We recognize that government is a tool and each level of
government receives its authority from those who created it, and
those who created it are not subject to it and can also destroy it.
Thus, the distribution of power begins at the top with God and the
people and diminishes as it falls leaving the federal government
which though it has the largest area of influence it has the least
authority and the least number of responsibilities. For this reason,
no level of government has authority greater than that of an
individual over his neighbor – which is none; thus, while an Owner
possesses his or her property the Association has no authority to
force certain paint colors, types of siding, roofing and architecture standards, etc. The Association is
responsible for maintaining community standards but may not use force or fines to enforce those standards.
They may only use the authority afforded them by either the buyer or the setter when real property is resold
or transferred, or when egregious violations arise. Thus, only when owners violate the rights of others may
HOA officers wield their personal moral authority as friends and neighbors to interfere with another
individual’s rights but only through kindness, generosity and love. For example, Association officers may
forcibly care for the lawn of an unmaintained home but may not force the Owner to pay moving fees or
otherwise fine or punish the Owner; nor shall the Owner have the right to sue or strike back against
reasonable actions by the Association or those assisting it during such Interventions.

We acknowledge that we walk as servants to one another and that only when civil rights are being infringed
upon do we receive the moral authority necessary to interfere. In such instances legal authority has no
precedence. Thus, it is not because of words written on paper that moral authority is gained but because the
rights of the innocent are being restrained.

A New Covenant
To honor the wishes of the one who granted us life and this gift of freedom we hereby establish the
groundwork for the creation of this new Declaration of Covenants and Authority; a declaration which binds
the Association and its officers as servants in the course of their duty to God and Owners and which binds
Owners to support and control the authority granted to this created organization.

With this Declaration we reaffirm our acceptance of the covenant with God made by Abraham, the Pilgrims in
the Mayflower Compact and George Washington in his Prayer for America that the God of Abraham, Isaac
and Jacob will be our God and we will be His people; that by this covenant we acknowledge Christ and
Christian principles as the true principles of America to which all authorities of men shall be bound and from
which all freedoms arise. As it is in Heaven let it be on Earth.

This new covenant establishes the Association as manager of Common Area while Owners enjoy their
authority to govern themselves, where the Association is subservient to residents and Neighborhoods from
which it receives its authority. This authority given to the Association includes the responsibility to work with
and be limited in their actions by Neighborhoods and other Constitutional Associations, and on
Neighborhoods to work with and be limited in their actions by other Constitutional Neighborhoods, and
more-so by the sovereign owners themselves. This arrangement supports the axioms of: “do unto thy neighbor
as you would have done unto yourself”, and “If your brother (or neighborhood) sins against you, go and tell him his fault, between you and him alone.”

This new covenant recognizes the protections of civil rights defined by Biblical principles, especially the rights over private property and limitations guaranteed by our U.S. Constitution. It defines a solution to problems associated with traditional HOA authority and the guaranteed rights of private property owners by assuming no authority over private property while it is owned while retaining the right and responsibility of restoring and maintaining property during periods of transition when the real property is being re-sold or exchanged.

**OWNER RESPONSIBILITIES**

By moving into this community the Owner accepts the responsibility to care for and maintain their property in a manner respectful to the community, adhering to the community standards and showing respect for the neighbors and Neighborhoods. Each Owner shall be aware that it is his or her honor that binds him or her to follow community standards and not fines, fees, force or punishments, and that while they possess the property they may do with it what they like so long as the rights of others are respected - our U.S. Constitution guarantees this right. But remember also that it is the right of the residents of local and affected Neighborhoods to decide when an Owner is abusing their rights significantly enough to warrant intervention.

Since Owners are transient while the property remains within the community the Architecture Standards and governing articles shall be enforceable when the property is re-sold or transferred, but it is not the Association that determines when these standards may be enforced it is the buyers. A contract between two people is between them alone and only when invited may the Association intervene. Since a homeowners’ agreement is bound to the land and enforces building codes and community standards a buyer may require property to adhere to community standards before completing the sale. This could impose significant cost to a seller or pose a risk to a buyer but is the decision to be made by the buyer/seller. The buyer may accept these risks and complete the sale without further consideration should they so choose. So only with the authority of the current owner shall the property be inspect-able before a sale and it shall be the buyer’s right to refuse the sale if inspection information is not made available.

This means that when the property exchanges hands the Association may receive the authority to enforce community standards and to identify the Assessments fees necessary to bring it up to community standards. Be forewarned that these fees could be substantial if an Owner has allowed the property to significantly deteriorate or fails to follow the community standards for structural integrity and/or safety.

This agreement also binds Owners to accept and fund the Association and its operations and to recognize that Owners are also owners of the Association. They are therefore responsible for monitoring the actions of its officers and electing representatives who will above all other activities appropriately defend the rights of citizens.

**THE ASSOCIATION**

(a) The Association’s Primary Obligation

The primary obligation of the Association is the same obligation required of its owners which is to protect and defend the rights of others. Because of this the Association shall, above all other responsibilities, protect and defend the people, their property and their civil rights. This means its officers are to listen to the needs of residents and shall use Association resources according to their

1. The Holy Bible: Matthew 7:12
2. The Holy Bible: Matthew 18:15
ability to support and help defend residents. This primary obligation extends not only to the Association but to every entity that assumes the authority of men (people).

This obligation of protecting rights guaranteed by our U.S. Constitution reaffirms the fact that the Association has no authority to place restrictions on freedoms – it is a servant organization. Restrictions are punishments which can be placed only on those who have violated the rights of others by those whose rights have been violated. It is only when a person has significantly abused the rights of others that their civil rights may be restricted. Likewise, the Association has no authority to enforce rules and regulations except by receipt of such authority from the residents which have such moral authority in connection with a significant moral offense.

Restrictions on freedoms are to remain the moral domain of residents or other authorities empowered to serve residents on a moral level. If trustees fail to serve in these responsibilities then their authority may freely and without interference be revoked, returning then to the people. Thus, for example, if there is a problem with late night noises from a group of rowdy teenagers local police officers may scatter the crowd or at least present themselves to calm the group so the rights of others are respected – remembering, of course, that all citizens (including teenagers) have a right to loiter on public property and the right to be obnoxious. They will grow out of it. It is the Association’s responsibility to protect these rights as well as the ones it likes.

Protecting and defending citizens extends to future generations as well; thus, no conditions, restrictions or amendments may be attached to the real property, equipment or anything within an Association’s authority that inhibits the rights of citizens present or future. For example, and by way of illustration and not limitation, no restrictions may be placed with or within this Declaration that assumes the right to govern future Owners. Thus, restrictions such as “no swimming,” “no fishing,” “no pets” and “no skating” may not be placed on Common Areas. However, strictly limited areas such as around the Town Recreational Center loading & unloading zones where traffic might be most affected are reasonable, if determined by management of the Town Recreational Center; however, the Association shall have no authority to enforce such restrictions or punish violators.

(b) The Association’s Responsibilities & Authority

The Association shall maintain the Common Area (including but not limited to easements, open spaces, lakes, ponds, rivers, streams, etc.) in such a manner that Occupants may freely and without interference use the property as they see fit. The Association may only interfere when a significant moral argument for doing so exists, such as during the performance of maintenance and before a significant safety concern arises. The Association is responsible for doing all it can to protect those who choose to ignore warnings but has no authority to stop them.

Association trustees shall take the position that our U.S. Constitution does not and cannot provide even Congress with the authority to establish conditions, rules and regulations which citizens must obey; and any law, rule or regulation assuming such authority is to be deemed unconstitutional. This means the Association has no authority to place restrictions upon residents, fine them for disobedience, harass them for non-compliance, or in any way assume the right to control or govern the people. Theirs is a position of servitude and any such assumptions identified within these articles shall be considered non-enforceable and shall be removed at the Association’s earliest convenience. Trustees shall also take the position that our U.S. Constitution does not allow Congress to delegate its assigned duties to others. Its authority was provided by the people to Congress alone and its powers are enumerated with no enumerated authority to delegate their powers. The Association’s trustees shall promote these ideals within their operations.
The authority of the Association’s trustees is derived from the responsibilities conferred to them by the property owners both of which are defined here. The specifics of these responsibilities and authorities are defined in Article VI: Rights & Responsibilities on page 29.

- Association trustees have the responsibility of taking care of common property including caring for private roads, street lights, services, utilities, amenities, commonly owned buildings, pools, and even schools. With this responsibility comes the authority to act on behalf of owners in the purchase, maintenance and sale/resale of common property for the benefit of the true common property owners.

- Association trustees have the responsibility of identifying, protecting and defending the persons, property and rights of residents and thus it has the authority to use HOA resources to do so. And, it holds the authority to collect and distribute money collected for such defenses. This means trustees have the authority to establish both tactical and strategic defenses both tangible and intangible as necessary to effectively defend residents/owners. For example, and by way of illustration and not limitation, this means the HOA trustees could, if necessary, establish and maintain militias, legal defense funds, electrical/utility/power reserves, etc. both for offensive and defensive purposes as necessary to guarantee our rights and authority.

- Trustees have the responsibility of identifying and reclaiming common property held by higher levels of government, returning ownership and control to the local level. Trustees shall never sell common property to foreign governments or entities and shall do all in their power to repossess that which is.

- Association trustees have the responsibility to maintain the health and purpose of common property and with this responsibility they hold the authority to obtain, store and maintain the tools and resources necessary to do so.

- Association trustees have the responsibility to manage the finances of the HOA; for this reason they receive the authority to maintain bank accounts, perform bookkeeping, send out billing statements and to perform other budget related tasks.

- Association trustees have the responsibility to maintain the Articles defined within this Declaration of Covenants in order to streamline the operation of the Association and to better serve the owners of the HOA itself. However, trustees may not alter the text outside of the articles – only a 2/3 majority approval by owners may make such modifications.

- Association trustees have the responsibility to provide services the owners need and desire; for this reason trustees are empowered to communicate with owners as necessary including through the maintenance and the creation and use of a community newsletter.

- Association trustees have the responsibility of defining community architecture and maintenance standards that help community property maintain its value; to do this trustees may modify common property and may offer financial and other incentives to residents; this allows trustees to influence the behavior of residents since they hold no authority over them.

- For their many responsibilities trustees have the authority to create committees, such as an "architectural control committee", a pool committee, a neighborhood watch committee and others.

- Trustees have the responsibility of holding elections both to fill trustee vacancies and to collect information from residents; to do these trustees may use and direct Association resources.

- Trustees have the responsibility of working together to run Board of Trustee meetings and voting during these to decide what shall be done with Association authority.

- Trustees have the responsibility of maintaining the covenant between the community and God. Trustees shall decide amongst themselves how to best do this taking into consideration
the desires of residents themselves. At a minimum, trustees shall reaffirm their commitment to this covenant yearly through a swearing ceremony. If a trustee refuses to swear to uphold these principles which are the foundation of our nation the trustee shall be considered to be stepping down. Some recommended methods for maintaining this covenant include: prayers at the opening and closing of meetings and the keeping of Christian holidays holy. IE: The Association should show far more respect for the Easter holiday as a remembrance of the death and resurrection of Jesus than for the Easter bunny. This is a Christian nation built on Christian principles and shall elevate those principles by respecting its customs and traditions.

A more comprehensive explanation of the Association’s responsibilities is described in Article IV on page 18.

(c) **The Association is a Government Organization**

To quell any debate about the issue, let it be known that the Association is a government institution. The charter that creates and defines an Association and its powers is bound to real property of these United States (property belonging to the public even when under the care of an “Owner”) and nothing that is private may be bound to that which is public; therefore, the Association itself is a public institution – a government entity in direct service to a specific group of taxpayers. In addition, all fines, fees and other income received by the Association shall be recognized as taxes which are public funds usable only for public purposes.

**GOVERNMENT**

Because government is owned by the citizens, government (including the Association) cannot have ownership of any property real or otherwise in a manner that isolates it or holds it as private from those citizens. This rule appears to be violated when its public purpose necessitates that the property be isolated such as for a military compound but it does not. A military compound exists to defend the rights of the people and must not allow itself to be compromised; therefore, to defend the people it necessarily must be isolated and limit access. In other words, because government itself is and entity owned by the citizens it has no authority to restrict access to those who own the property it maintains for those citizens. This means that with the exception of the HOA itself all possessions of the HOA belong to ALL citizens of these United States present and future. Even Owners and Members are only caretakers of this common property since it survives for generations; thus Owners and Members must maintain it both for themselves and future generations and the act of caring for this common property is delegated to the Association. **Notice that the authority to care for this property is not exclusive to the Association**

To clarify:

- Government entities exist and are created for the sole purpose of caring for common needs and thus those are their only powers. These entities are not themselves citizens of these United States and therefore may not own property for their private control or use; and all fees, fines and other government income is also public and may only be used for public purposes.
- The land of America was given by God to all citizens and does not belong only to those who currently hold an ownership title. It remains the property of America and when held in common shall remain accessible by and for the citizens, and thus cannot be made inaccessible, unusable or for the exclusive use of local Owners or Members.

If an Association’s funding was not tied in any way to the ownership of real property (IE: if membership in an Association was completely optional and without condition) then real property it held could also be called private (owned exclusively by Members of that Association); but as it stands
the ownership of real-property obligates owners to pay HOA fees making those fees, fines and other payments and obligations taxes which can only be used for public purposes. And that which is purchased using public funds must be made available/accessible to ALL U.S. citizens. In other words, because the land belongs to the public any obligations associated with the purchase of that land must necessarily serve the public and cannot negatively affect the rights of citizens. This also means that nothing held in public trust may be held for the exclusive benefit of a select group of the public since no citizen is greater than any another. Therefore, reasonable accommodations must be made for all citizens to exercise of their right to use what they own; and all of government, government-held money and possessions are the common property of the citizens.

This means no agreement may be bound to the land that allows the community to be gated for exclusive access by Members; even where a legitimate threat to the community exists necessitating the use of gates accommodations must be made to allow other citizens easy access to the common property to which they are part owners, and only for so long as the threat exists. It means that public amenities (all government-owned facilities and properties) must be reasonably accessible to all citizens. Thus reasonable maintenance fees may be collected but no public facilities may be only for community use. This means, for example, that lakes and swimming pools owned by an Association must be accessible to ALL citizens of these United States; accessible to non-Member citizens for modest (reasonable) fees since such facilities are public and a government institution cannot hold anything as private or restricted.

Property (real and otherwise) held by a private trust or corporation shall be

HABITS & STANDARDS ENCOURAGED

• Build symbols into community architecture that:
  ◦ Reminds citizens of our Founding Fathers,
  ◦ Remembers our nation’s great heritage,
  ◦ Celebrates the rights guaranteed to the people,
  ◦ Encourages the ethics and morals we live by and of our liberty.

• Teach children about our great American legacy by building reliefs of historic battles, people, institutions and events into architecture. Encourage them by including important quotes and scriptures into architecture and by setting high standards for our children to reach. Instruct builders to include such patriotic, religious, educational and symbolic messages into homes and structures around the neighborhood. Identify great American heroes in many ways.

• Name streets and buildings after heroes, morals and ethics. Embed them in architecture to esteem them to future generations as worthy role-models and values.

• Buy American products and those made by our true allies such as Israel, Australia, Europe and Canada. Don’t just buy foreign products from American companies, buy American products.

• If a person refuses to move into the neighborhood do not let it be because of a poor HOA. It would be better that they move because of poor neighbors exercising their rights inappropriately than because of an out-of-control bureaucracy.

• Where appropriate build architecture that will last for generations and upholds the values of our nation.
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# Constitutional HOA Declaration of Covenants and Authority

Friday, January 08, 2016

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## Article IX. Use of Property
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Article II. Definitions

Unless the context clearly indicates to the contrary, the terms listed below shall be construed in accordance with the following definitions:

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<th>DEFINITION</th>
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<td>Approval</td>
<td>shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a formal letter stating “no objection.”</td>
</tr>
<tr>
<td>Assessable Unit</td>
<td>shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article VIII.</td>
</tr>
<tr>
<td>Association</td>
<td>shall mean and refer to the body of people appropriately chosen, elected or selected to act on behalf of residents to carry the authority and responsibilities defined and described by this Declaration and Supplementary Declarations, their successors and assignees. They shall in every action adhere to the principles and intent set forth by our Founders and work to protect and defend our U.S. Constitution and the freedoms of its people; recognizing themselves as servants to the Neighborhoods and every citizen as they perform their duties. This body is also known as the Home Owners’ Association (HOA) or Property Owners Association (POA).</td>
</tr>
<tr>
<td>Book of Resolutions</td>
<td>shall mean and refer to the document containing the rules, regulations and policies of the Association as they may from time to time be amended.</td>
</tr>
<tr>
<td>Builder</td>
<td>shall mean and refer to a person or entity, which acquires a portion of the Properties for the purpose of improving such portion for resale to owners or for lease to tenants.</td>
</tr>
<tr>
<td>Common Area</td>
<td>shall mean and refer to all portions of the Properties and all interest therein, including easements and improvements thereon, owned or leased by the Association for the use and enjoyment of the Members.</td>
</tr>
<tr>
<td>Connected Neighborhoods</td>
<td>shall mean and refer to Neighborhoods that are connected physically but which do not necessarily belong to the same Association, each of which is governed by a Constitutional Association and thusly has agreed to work to maintain the civil rights of all U.S. citizens.</td>
</tr>
<tr>
<td>Constitutional Covenants</td>
<td>shall mean and refer to covenants written with the express intent of re-enforcing the values, morals and rights given by God and described within our U.S. Constitution.</td>
</tr>
<tr>
<td>Constitutional HOA, Association or Neighborhood</td>
<td>shall mean and refer to a Home Owners’ Association (HOA) or Neighborhood governed by a charter such as this that restores freedom to residents and establishes as its primary obligation the responsibility of protecting and defending residents, their persons, their property and their civil rights.</td>
</tr>
<tr>
<td>Constitutional Bodies</td>
<td>shall mean and refer to groups, organizations and establishments that support the ideals of our U.S. Constitution and which are recognized as such by a majority of Owners within a Neighborhood or Association that calls upon their support. These may be churches, synagogues, and other religious establishments, Veterans Associations, Patriot groups, Military groups, and any number of other group generally deemed by Owners to have as its fundamental purpose the maintenance and preservation of American values as defined by our Founders.</td>
</tr>
</tbody>
</table>
Declaration shall mean and refer to this Declaration of Covenants and Authority, all provisions herein set forth as well as those that may from time to time be amended by Supplementary Declaration.

Developer shall mean and refer to the Cybertooth LLC, its successors and assignees, which is responsible for developing and introducing this new Declaration of Covenants and Authority to the Properties. See Article XII, Section 12.02 for more details.

Development Limits shall mean and refer to the total of potential land which may become a part of the Properties as depicted on EXHIBIT B which is attached hereto and incorporated herein by reference.

Entities Created by God shall mean and refer to individual persons.

Entities Created by Men shall mean and refer to groups, institutions, agencies, corporations, companies and other systems which retain and organize powers extended to them by men. EX: businesses, government institutions, community groups, etc.

Federal Mortgage Agencies shall mean and refer to those Federal Agencies who have an interest in the Properties, including, but no limited to, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Association, or successors to their interests.

First Mortgage shall mean and refer to an Institutional Lender who holds the first deed of trust on a Living Unit and who has notified the Association in writing of its interest in the Lot or Living Unit.

Founding Documents shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, or amendments to this Declaration, and Bylaws of the Association which replaced by or were amended to be in compliance with the Constitutional HOA as defined by the Declaration of Covenants and Authority when it was established by WE THE PEOPLE, and which may be duly amended from time to time.

Governing Documents shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

HOA Shall mean and refer to Home Owner Associations (HOAs); most often referring to the Association for which this Declaration exists.

Institutional Lender shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including but not limited to real estate investment trusts, other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Intervention shall mean and refer to the deliberate act of interfering with or suspending another Owner’s rights in order to honestly care for and provide assistance to them. The rights being interfered with are sovereign rights provided by God and guaranteed by our U.S. Constitution; thus may only be interfered with by those holding a superior moral authority. Government can never receive or obtain such authority.

Living Unit shall mean and refer to any structure or portion of a structure situated upon the Properties designed, intended, and with the appropriate approvals, including a residential use permit, for use and occupancy as a residence by a Single Family.
Lot shall mean and refer to any plot of land shown upon any recorded subdivision plot of the Properties (with exception of Common Area as heretofore defined), including any Condominium unit created on the Properties under the Condominium Act of Virginia, as such may be amended from time to time, (ii) any unit created under the Real Estate Co-Operative Act of Virginia, as amended from time to time, located within the Properties, or (iii) any parcel within the Properties zoned for multi-family use and upon which a Multi-Family Rental Structure is built or is to be built.

Members shall mean and refer to members of the Association each of whom shall be the Owner of a Lot or the Occupant of a Living Unit.

Men shall mean and refer to “all people” whether male or female.

Multi-Family Rental Structure shall mean and refer to a structure owned by a single entity, constructed on zoned for multi-family use as a multi-family structure with two or more Living Units under one roof.

Neighborhood shall mean and refer to separate residential areas designated by Supplementary Declaration and existing as sovereign entities with oversight authority over the Association and governing authority over Public property within and attached to it. For example, and by way of illustration and not limitation, a condominium development, an apartment complex, a single-family detached home subdivision, and a townhouse subdivision may each be designated as separate Neighborhoods. If separate Neighborhood status is desired by the people appropriate to the definition of a Neighborhood, the Association shall designate in a Supplementary Declaration to this Declaration that such section shall constitute a separate Neighborhood.

Neighborhood Common Area shall mean and refer to portions of the Common Area which are surrounded by, attached to or designated as belonging to a Neighborhood. Such areas shall be recognized as public and shall be governed for the benefit of all citizens of these United States.

Neighborhood Vote shall mean and refer to a vote by the
Through a simple majority vote (>50%) the Neighborhood may empower the Association to levy a Restoration Assessment upon the Lot. If the Neighborhood rejects the request, the Association may approach all immediately connected Neighborhoods and request a vote to over-ride the decision made by the Neighborhood Board in which the Lot resides. To over-ride the decision a majority of all connected Neighborhoods must approve the request.

Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Notice shall mean and refer to (i) written notice delivered personally or mailed to the last known address of the intended recipient; or (ii) notices published at least once a week for two consecutive weeks in a newspaper having general circulation in Loudoun County; or (iii) notice published in two consecutive issues of the newsletter of the Association which is delivered personally or mailed to the address of each occupied Living Unit.

Occu...
Owner shall mean and refer to the record holder of the fee simple title to any Lot, whether referring to one person or entity or collectively to more than one person or entity who have joint ownership of a Lot, including contract Sellers; the term “Owner” shall exclude those having an interest merely as security for the performance of an obligation.

The term Owner differs depending on its use. See Section 7.06 Ownership on page 41 for clarification.

Properties shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto in accordance with Article III hereof. At this time, Properties consist of the real property described on EXHIBIT A attached hereto.

Quorum of Members shall mean and refer to the representation at a duly called meeting of the Members by presence or proxy of Members who hold at least sixty percent (60%) of the outstanding Class A votes, and the representation by presence or proxy of the Class C Member, so long as it shall exist. In the event a “Quorum of Members” is not present at a duly called meeting of the Members, no action may be taken which requires the vote of a Quorum of Members. At the next duly called meeting of the Members after failure of the attending Members at the previous meeting to constitute a quorum, the quorum requirement shall be at least thirty percent (30%) of the outstanding Class A votes and the representation by presence or proxy of the Class C Member, so long as it shall exist, provided that in order for the reduced quorum requirement to apply, the purpose of the meeting as recited in the notice given to all Members is the same as the purpose recited in the notice of preceding meeting at which no quorum was present.

Registered Notice shall mean and refer to any Notice which has been sent by Registered U.S. Mail, return receipt requested, to the last known address of the intended recipient and which has been signed for or has been certified by the U. S. Postal Service that delivery was attempted at the aforementioned address. Failure by refusal of an intended recipient to acknowledge or accept such Notice shall nevertheless constitute receipt.

Simple Majority shall mean and refer to 50% or the specified group plus one. For example, a simple majority of a neighborhood of 120 Owners shall be 60 + 1 = 61 Owners.

Single Family shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated. Use and occupancy limitations created by this Declaration or any Supplementary Declarations shall not limit the ability of the Declarant to designate sites within the Property for use as Group Homes, which are defined in Article IX, Section 9.01, (h) of this Declaration.

Supplementary Declaration shall mean and refer to any declaration which alters this original Declaration of Covenants and Authority which may, with the authority of the Neighborhoods, be recorded by the Association, both to redefine and expand the Properties beyond the land which is initially subjected to the Declaration and/or grants to a portion of the Properties separate Neighborhood status as is herein defined.

Town Recreational Center shall mean and refer to the recreational community facility. This facility shall be open to use by Members under the regulation of the Board of Trustees and shall be open to non-members when scheduled and prescribed by the Governmental Agencies of Loudoun County and subject to rules, regulations, and user fees prescribed by the Board of Trustees.
WE THE PEOPLE shall mean and refer to citizens of these United States, whether acting as sovereign individuals or on behalf of sovereign citizens. The term can also be used to specifically refer to, for the purposes of this Declaration, the real property owners within the Ashburn Farm Community.

Article III. Property

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 3.01 The “Properties”
The Properties are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration. Property held by the Association does not belong to the Association but belongs to all taxpayers past and present and therefore is to remain for public use. The Association’s purpose is simply to hold the deeds and to maintain the property as appropriate to agreements held with the Neighborhoods (Owners) that direct it.

Section 3.02 Additions to the Properties
Additional properties may become subject to this Declaration in the following manner:

a) Unincorporated Properties. Un-incorporated neighborhoods may request that the Association assist them in petitioning their Owners to join the Association or to establish a Constitutional Association of their own should that be their desire. The Association shall assist these neighbors as best they can.

b) Other Additions. Additional land, other than that land lying within the Development Limits, may be annexed to the Properties upon approval of sixty-seven percent (67%) of the Class A members and the Class C member, if Class C Membership has not ceased.

c) Adjacent Neighborhoods. Neighborhoods not bound to a Constitutional Declaration of Covenants agreement may request to join the Association if at least 75% of those Owners who would be served would sign a Declaration agreement. Acceptance into the Properties requires the approval of ten-percent (10%) of the Class A members and the approval of the Class C member, if Class C Membership has not ceased.

d) State & Federal Lands. When possible, lands held by state and federal authorities near to the Neighborhoods shall be brought under the governance of the Association and ascribed as common property belonging to the nearby Neighborhoods. The Association shall work to collect the tax revenue currently being collected for these lands from those collecting them, with additional required funds being collected through Assessment fees. Neighborhoods shall determine which areas the Association must maintain and which it is allowed to sell, to whom and under what conditions.

A Supplementary Declaration that subjects additional property within the Development Limits to the Declaration shall describe the real property to be annexed to the scheme of the Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such supplementary Declaration.

The Supplementary Declaration may contain such complementary additions and modifications so this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches to which the annexed land or parts thereof may be subject, all of which may be significantly at variance with other portions of the Properties, but all of which shall be consistent in quality with the improvements constructed on the Properties.
The additions authorized under subsection (a) and (b) shall be made by complying with the requirements of the applicable Loudoun County Zoning Ordinances; by securing the Approval of the Federal Mortgage Agencies, if required; by recording on these land records one or more Supplementary Declarations of covenants and restrictions with respect to the additional property; and by filing with the Association the preliminary plot for such additions.

Section 3.03 Merger
In accordance with its Articles of Incorporation, the real estate, personality, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes. Similarly, the real estate personality, rights, and obligations of an association similar in corporate nature and purposes to the Association may by operation of law be added to the property, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer covenants and restrictions established by this Declaration upon any other properties as one scheme. No such merger or consolidations, however, shall affect any revocation, change, or addition to the Covenants established by this Declaration within the Properties except as hereinafter provided. Such merger or consolidation shall require the affirmative vote of sixty-seven (67%) percent of the Class A Members and the approval of the Class C Member, if Class C Membership has not ceased.

Section 3.04 Services
The Association shall provide services to Neighborhoods based on their affiliation with the Association and Association Bylaws. Neighborhoods local to the Association may take full advantage of utility, communications, trash, water and sewer services while remote or disconnected Neighborhoods might only have the Association collect Assessment fees necessary to maintain their insurance policies. The level of partnership shall be determined during negotiations between a Neighborhood and the Association.

Section 3.05 Expansion
The Association shall work to extend this Constitutional Declaration to areas not covered by Constitutional Covenants for two primary reasons: the first is to protect the Constitutional rights of these regions, and second to extend services that might otherwise not be easily available to them such as improved utility, communications, waste, water and sewer services. It may offer services appropriate to its abilities within the area; if nothing else, it can setup Supplementary Declarations defining them as Constitutional Neighborhood and collect Assessment fees necessary to maintain their insurance. If necessary, it may also help establish a new Association.

One thing to note about expansion is that only Owners who accept this new Declaration of Covenants by written consent shall bind it to their property and be responsible for paying Assessment fees. All others shall be treated with respect and shall not be bound to the agreement or the fees even though they may benefit from its presence.

Article IV. THE ASSOCIATION

Section 4.01 Organization
a) The Association. The Association is a nonprofit non-stock corporation organized and existing under the laws of Virginia, empowered by Owners within its domain and charged with the duties as set forth in the Governing Documents, which may be amended from time to time such that the intent and interpretation remains consistent with the U.S. Constitution’s original Biblical intent.
Let it be known that these lands are given by God to America for use by all citizens. This makes them public though not necessarily publically owned; therefore, private laws and governing contracts cannot be bound to them. This means this Association which is defined by this Declaration and bound to property of these United States is a government entity – the first line of defense in the Constitutional guarantee of the defense of the life, liberty and property of We The People.

b) **Institutional Plan.** As the operating responsibilities of the Association expand from those related to the Properties as originally constituted to those required after the full development of the uses in the community of Ashburn Farm, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution with two (2) operating and administrative levels, each with associated membership rights and assessment obligations:

a. **Neighborhood Level** refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Neighborhood as defined in Article V.

b. **Community Level** refers to the administrative and operational activities construed to be of material benefit to the Members at large without respect to the type or location of Living Unit or Lot to which their membership is appurtenant.

c) **Subsidiary Associations.** The Association shall have the right to form one or more subsidiary corporations for any purpose deemed appropriate by a majority vote of Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

d) **Neighborhoods & Associations.** The Association shall have the right to form new and independent corporations defined and governed as Constitutional Associations or Constitutional Neighborhoods as deemed appropriate, with each corporation formed subject to this Declaration without any alterations or actions that would interfere with the rights of Members. For an interim period while the Neighborhoods and the Board of Trustees are forming, the creating Association or a selected Constitutional Body shall act on behalf of the Board of Trustees for the created entity; their authority ceasing when the first new Board convenes.

e) **Constitutional Bodies.** The Association is authorized to collect responsibilities of the people from higher levels of government as the power and authority extended by WE THE PEOPLE to other levels of government is returned and to establish new and independent corporations appropriate to this purpose. As this occurs, Owners may empower the Association to form new and independent corporations defined and governed as Constitutional Bodies, each entity being subject to an appropriately modified form of this Declaration without any alterations or actions that would lessen or abate the protections guaranteed to those it serves. Each entity setup shall have a clearly defined line of oversight by WE THE PEOPLE such that even a small group of, say 200, taxpayers shall have authority to call for, inspect and investigate in detail every action of any or all actions of a public body or its members.

**Section 4.02 Membership**

a) **Basis.** Membership shall be appurtenant to the Lot, Living Unit, or portion of the Properties giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.
b) **Member’s Rights and Duties.** Each Member shall have the rights, duties, and obligations set forth in the Governing Documents.

c) **Voting Rights.** The Association shall have three classes of voting memberships:

Class A. Class A Members shall be all Owners except the Class C Members. Class A Members shall be entitled to one vote for each Lot owned, except an Owner of a Lot on which a Multifamily Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Class B. The Class B Members shall be all Occupants. Class B Members shall be entitled to one vote for the Living Unit they occupy. The Class B Members shall only be entitled to vote in elections of Trustees and shall only vote on other matters as determined by a 67% of the trustees.

Class C. The Class C Member shall be the Developer, Cybertooth LLC, or any successor or assignee to whom the Cybertooth LLC assigns any or all of its rights pursuant to this Declaration by written assignment. It shall carry this authority for a period of no less than three (3) years; longer if the community bids them to remain by simple majority vote; this authority is defined further in Article XII, Section 12.02.

d) **Exercise of Vote.** The vote for any membership which is held by more than one person may be exercised by any one of them, provided that no objection or protest by any other holder of such membership is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting.

e) **Abuse of Authority.** Officers of the Association caught intentionally lying, abusing authority or otherwise acting dishonorably may be removed from office and be banned from serving in positions on Constitutional Bodies for a limited period of time. If the activities are criminal in nature the other officers and Neighborhoods shall determine how to proceed. Remember: mercy is to be preferred over punishment.

**Section 4.03 Board of Trustees**

a) **Composition**

The number of Trustees and method of selection of Trustees shall be as provided in the Bylaws; with the exception that the Developer’s, until its rights as Developer cease, shall maintain unilateral authority to govern all aspects of the Association; to include but not limited to its authority, constitution and governing documents.

b) **Extent of Power**

a. The Board of Trustees shall have all powers to conduct the affairs of the Association which are enabled by Owners through this Declaration and the U.S. Constitution and which are not specifically reserved to Members or the Developer by said Documents.

b. The Board of Trustees shall exercise its powers in accordance with the Governing Documents.

c) **Powers and Duties.**

By way of example and without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

a. **Self-Control.** In all actions as representatives of the community trustees are to be self-controlled; this means being limited in their actions regardless of the written rules or authorities that tell them otherwise; and
b. **Real and Personal Property.** To acquire, own, hold, improve, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Article III and Section 6.04 of this Declaration; and

c. **Community Assistance.** To provide assistance to Members in maintaining their property according to the community standards set forth by this Declaration, the Architecture Standards and other associated documents; and

d. **Intervention.** To identify and assist in deciding how and when to Constitutionally intervene in the rights of Owners without inappropriately usurping their rights, and leveraging the assistance of local church and religious leaders when exercising such responsibilities; and

e. **Rule Making.** To establish rules and regulations for the use of property as provided in Section 6.04 and Article IX to review, modify, and approve architectural standards adopted by the Architectural Review Board; and

f. **Assessments.** To fix, levy, and collect assessments as provided in Article VIII; and

g. **Easements.** To grant and convey easements over and across the Common Area as may become necessary and as provided in Article X; and

h. **Employment of Agents.** To employ, enter into contracts with, delegate authority to, and supervise such persons or entitles as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

i. **Mergers/Consolidations.** To participate in mergers and consolidations with other corporations as provided in Article III; and

j. **Enforcement of Governing Document.** To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or foreclosed, suspending membership rights, or enforcing or effectuating any of the provisions of the Governing Documents; and

k. **Town Recreational Center.** To maintain and regulate the use of the Town Recreational Center, and to set reasonable fees for the use of the Town Recreational Center by Members and fees for the use of the Town Center by non-members; and

l. **Protecting Citizens & their Civil Rights.** To support citizens, especially Occupants, in defense of their civil rights through acts, as is reasonable and necessary or appropriate and according to its ability, including bringing suit, providing resources, joining suit with or other measures; and while the Board may choose when to assist in most cases they are required to when an Occupant or Occupants are defending against government; and

m. **Working with and Assisting Other Constitutional HOAs.** To serve others, as is reasonable, necessary and appropriate and according to its ability by: providing resources, joining suit with, helping fund or otherwise assisting other Constitutional Associations, Neighborhoods, citizens or organizations in the defense of civil rights or because of significant disasters or troubles; and

d) **Limitations on the Use of Assessments.** All monies and resources under the governance of the Association is public, belonging not to the Association but to the Owners of the Association itself. It belongs to the people and is to be used only to pay for the Association’s staff and their authorized activities and nothing more. Therefore, the Association shall not spend money for private or charitable purposes. It shall collect only what it needs to perform its duties and shall place remaining money in reserve, lowering the taxes appropriately for the next fiscal period. This may sound uncaring but taxes are “other people’s money” and charity is not charity if what is given does not belong to the giver. Charitable giving is both welcomed and encouraged but shall be done by the people themselves through churches, synagogues, aid and other organizations; and through dedicated and optional...
funding of accounts such as the Return of Authority fund described in Section 6.08, Section 6.11 and Section 8.04.

As with other forms of charity, welfare assistance by the Association is also forbidden. Such assistance and relief programs are the domain of religious and charity organizations though the Association may be tasked to collect money for such organizations in the form of Neighborhood or the Return of Authority Assessments as defined in Article VIII.

e) **Limitations on Service.** Board Members may serve for no more than two consecutive terms or 6 years (whichever is shorter) and must sit out for at least two terms before returning.

### Section 4.04 The Architectural Review Board

a) **Composition.** Until the Developer’s rights cease, the Architectural Review board shall be composed of:

   a. A new Construction Panel, composed of three members appointed by the Developer; and
   b. A Modification and Change Panel, composed of three or more Members, appointed by the board of Trustees.
   c. When the Developer's rights as Developer cease, the Architectural Review Board shall consist of three or more persons who shall be appointed by the Board of Trustees as provided in the Bylaws.

b) **Powers and Duties.** The Architectural Review Board shall assist Neighborhoods in maintaining the external design, appearance, and location of improvements located on the Common Area in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. They shall in every structure and architecture attempt to reinforce the values, morals and teachings of our great nation’s Forefathers for our children future generations. They shall also attempt to respect and preserve the architecture standards established by each Neighborhood for itself. In furtherance thereof, the Architectural Review Board shall:

   a. Provide recommendations and assistance to Owners and Neighborhoods as they look to make improvements and additions to Lots, Living Units, or Common Areas and help them maintain their structures in ways that comply with community standards. Respect their decisions but if necessary remind them that certain choices they make can cost them when they sell their property. Provide guidance during construction projects; make recommendations and suggestions as to the best designs, the best materials for the area, etc., and connect them with community businesses and those who can provide the necessary materials, labor and resources. However, under no circumstances shall the ARB assume the right to tell the Occupant what they must do. They are servants of the Owners and are to provide expert advice and assistance which the Occupant has the right to ignore.
   b. Adopt architectural standards subject to the confirmation of the Board of Trustees.
   c. Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.
   d. Assist Neighborhood Boards in the establishment of their own Architecture Standards.
   e. When choices homeowners make are less than appealing or do not follow community standards the ARB may approach the Owners in a courteous manner to let them know; remembering that Owners have the right to refuse to listen or to comply with any requests or suggestions and may respond very negatively to the information.

   i. When attempting to contact Owners to discuss issues at hand the ARB representatives may request the assistance of the Neighborhood Board.
   ii. Only after the Neighborhood Board has been apprised of the situation and had the opportunity to contact or to attempt to contact the Owner may it empower the ARB to perform an Intervention (the deliberate act of ignoring or suspending Owners’ rights in
order to honestly care for and provide assistance to those whose rights are being violated). The purpose and method of Intervention is different for each situation and shall be governed by those with the most moral authority regarding it. For example, the rights of an Owner who is hoarding and thus created an unsafe living condition for themselves is in need of an Intervention. It is good neighbors, family members, religious leaders and friends who have the responsibility and moral authority to intervene and it is the Association that has the legal responsibility, the legal authority and the resources to assist but may not do so without the moral authority gained from honestly caring neighbors, family members, religious leaders and friends.

f. The ARB may Review Lots for compliance with architectural standards and approved plans for alteration in accordance with the Bylaws and Book of Resolutions but it must respect sovereign authority of Owners and Neighborhoods by requesting access to perform such assessments.

g. Where appropriate bridges and other structures shall be built to support wildlife while serving their primary purpose. For example, bridges may be built as bat nesting habitats which interfere little with its primary duty. This then controls local insect populations and keep bats from nesting inside of home and office buildings.

Section 4.05 Oversight
Since property owners own the Association itself they have the right of oversight over trustees and all operations (the Creator is sovereign to that which is Created). Trustee authority is derived from these owners and therefore they have no authority to demand anything of them. Trustees are subject to the authority of owners and thus officers of the Association have a responsibility to be civil and respectful in all their duties.

All owners shall be recognized as empowering the Association and therefore as sovereign over it. Among the owners all authority shall be recognized as equal under normal operation during which time trustees shall be in charge of Association business; however, should one or more owners hold a legitimate grievance that is not being addressed by trustees then they may claim the right of oversight necessary to correct the problem. They shall have the authority to correct the problem and their elevated authority shall persist long enough to resolve it, including the authority to remove elected officers opening up vacancies for new elections and to redefine the articles, documents and responsibilities.

When operating normally and in order to resolve grievances before they escalate, a single Neighborhood Board may call for a vote by all Neighborhoods to remove out-of-control Association staff, to block significant actions or for any other reason.

a) **Salaries and Obligations.** Any increases in the salaries, funds, payments or other obligations to the Association, its representatives or those serving it must be approved by a majority of the Neighborhoods.

b) **Assessments and Fees.** The Association shall require the approval of a majority of Neighborhoods before modifying fees associated with services rendered or collected from Owners.

c) **Monitoring Association Activities.** Neighborhood Board of Trustee Members shall have oversight privileges over Association activities to which they belong and thus may attend any event, meeting or activity held by the Neighborhood; and no activities of any type held by the Association or its subsidiaries may be made private to them.

d) **Controlling Association Activities.** Neighborhoods retain the right to call for a recall of out-of-control officers, for immediate changes to the Association, its rules & standards, and all other aspects of the Association; however, when exercising such authority Neighborhoods may not alter the Declaration, its Articles or Constitutional protections.
e) **Finances.** If an Association does not pass a budget within 30 days of the next budget cycle Neighborhood Boards of Trustees shall be convened to determine how to proceed and may ask for the immediate dismissal of Association’s officers and/or may by simple majority vote place milestones for the Association until the situation is resolved.

**Section 4.06 Fidelity Bonds**
The Association shall obtain fidelity coverage against dishonest acts on the part of Trustees, officers, managers, employees, or agents responsible for handling funds collected and held for the benefit of the Association as required by the Federal Mortgage Agencies. It shall also extend this coverage over the Neighborhoods, their Trustees, officers, managers, employees, agents and activities.

**Section 4.07 Insurance**
The Association shall maintain **hazard insurance** policies for 100% of the replacement cost of any improvements on the Common Areas and a comprehensive policy of public **liability insurance** covering the Common Area as required by the Federal Mortgage Agencies and extended to insure citizens within its authority against claims incurred during Interventions and the exercise of citizens’ moral authority.

In the event the Association fails to maintain insurance for the Common Areas or allow insurance coverage to lapse, one or more of the First Mortgagees shall have the right upon reasonable notice to the Association to obtain such insurance and to advance premiums on behalf of the Association. The Association shall reimburse such First Mortgagees for premiums advanced.

**Article V. THE NEIGHBORHOOD**

**Section 5.01 Organization**

a) **Organization.** Each Neighborhood is to be recognized as a unique and sovereign entity by the Association and if necessary shall be formally organized by a nonprofit non-stock corporation charter organized and existing as a discrete residential area. For example, and by way of illustration and not limitation, a condominium development, an apartment complex, a single-family detached home subdivision, and a townhouse subdivision may each be designated as separate Neighborhoods. The Supplementary Declaration sets forth a Neighborhood’s boundaries, purposes, membership, constituency and the rights and obligations of Members within the Neighborhood which may be unique to such Neighborhood.

b) **Size.** Generally speaking, a Neighborhood should consist of no less than 30 Living Units and no more than 100 Living Units, with a hard maximum limit of 200 Living Units. This arbitrary boundary is meant to maintain enough Occupants to provide for a diverse Neighborhood Board of Trustees while maintaining the autonomy of individuals living within the Neighborhood. The hard upper limit makes certain a neighborhood does not become too large and abusive. There is no minimum limit but smaller Neighborhoods may have less influence in Association votes.

**Section 5.02 Membership**

a) **Board Members.** A Neighborhood Board, consisting of 3 to 5 elected members from the Neighborhood or selected representatives shall be established for each Neighborhood in accordance with Neighborhood Bylaws and shall be a representative authority over matters considered by the Board of Trustees that pertain to said Neighborhood.
Section 5.03 Board of Trustees

a) Primary Obligation. Whereas the Association is tasked to maintain the Common Area and Property within the Association’s purview, Neighborhood Boards are tasked with oversight of the Association. As with the Association, the primary obligation of Neighborhood Board members is to protect and defend the rights of others in all that they do. Therefore, its officers are to listen to the needs of residents and use Neighborhood resources according to their ability to support and help defend residents.

b) Authority. The Neighborhood Board receives its authority directly from Owners and thus has the authority to accept or reject any authority or decision the Association makes regarding its Neighborhood. And it is through Owners that the Association receives its authority, thus nothing the Association does has preeminent authority over a Neighborhood.

Also, Neighborhood Board members may not unilaterally interfere with Association activities. The board must come to a majority agreement as to what is needed to assuage the concerns and the Association shall oblige.

c) Arbitration. The Neighborhood Board shall be empowered to arbitrate or to establish an arbitration authority for disputes between neighbors, to arrange for arbitration assistance through other Neighborhoods and/or Associations, and to assist in the arbitration of disputes between Constitutional Neighborhoods and Constitutional Associations. The arbitration authority exercised by the Neighborhood Board shall be governed by arbitration Bylaws defined within the Neighborhood’s Supplementary Declaration.

In the event of a dispute between neighbors that requires a higher level of authority, the Neighborhood Board may request arbitration assistance from other Constitutional Neighborhoods/Associations or from establishments such as churches and religious organizations capable of assisting in moral dilemmas.

d) Supplementary Declaration. Each Neighborhood shall be the primary authority over articles defined within its Supplementary Declaration; however, the preamble, foundation and new covenant sections shall not be modifiable except by unanimous vote to repair or clarify the Constitutionality of those sections. The Neighborhood shall also subject itself to Constitutional review by at least one Neighbor when making such changes.

e) Delegated Board of Trustees Authority. It is the right of the Neighborhood to delegate its Board of Trustees responsibilities to other authorities. For example, a Neighborhood might be too small to have a regular Board of Trustees so it may grant such responsibilities to a local church whose Board of Trustees meets regularly. Costs to do this can be added to the neighborhood assessment fees.

The delegation of authority may be done for any reason – it is up to the Neighborhood to decide. For example, it may be performed because the Neighborhood consists primarily of retired people who do not have enough who wish to participate, or it may consist mainly of college kids too busy to participate, or it may exist in a bad neighborhood where threats have been made against board members because of their voting activities.
Owners may call for a vote on whether to continue delegating Trustee authority at any time by having at least five Owners petition the acting board. The vote must take place within the next three months or acting authority shall be automatically terminated.

Leaders of the Board have only the responsibility to lead the meeting agenda and minutes. They do not receive any supreme authority or governance authority by this position.

f) **Invited Oversight Authority.** Neighborhoods and Associations may require or simply desire the inclusion of other Constitutional bodies (distinct groups of people who bind themselves to values defined by God which are Constitutional values) into their Boards of Trustees to participate in votes.

Constitutional bodies may be invited for any reason. Examples include: (i) to help resolve disputes, (ii) to include moral perspectives in the reasoning behind decisions, (iii) because an Association does not have enough Neighborhoods to meet the minimum required to hold votes, or (iv) a Disconnected Neighborhood might need an authority to assist when making changes to its Supplementary Declarations.

Constitutional bodies are those bodies, organizations and establishments that support the ideals of our U.S. Constitution. These may be churches, synagogues, and other religious establishments, Veterans Associations, Patriot groups, Military groups, and any other group generally deemed by Owners to have as its fundamental purpose the maintenance and preservation of American values as defined by our Founders and more importantly, God.

g) **Neighborhood Vote.** A Neighborhood shall have the right to vote for and upon actions to be taken against or regarding its Owners. Such votes shall be by simple majority (>50%) of its board members. If a simple majority of Board members approve the vote then the vote is considered passed. This does not guarantee, however, that the issue voted upon will be approved since Connected/Affected Neighborhoods can intervene in the sovereign rights of a Neighborhood as long as a moral authority can be provided to and is accepted by the Association.

h) **Neighborhood Interventions.** Neighborhoods affected by or closely associated with a Neighborhood can participate in an Intervention. They may appeal to the Association and request to participate in arbitrating disagreements between Neighborhoods; and though they have to be governed by a Constitutional HOA Declaration, they do not have to belong to the same Association. Votes by Intervention Neighborhoods shall be considered approved by simple majority, where a simple majority of the Intervention Neighborhoods Vote to approve the measure.

i) **Institutional Plan.** Within a Neighborhood, Occupants are equals, with no neighbor having operating or maintenance responsibilities over the Common Area without first obtaining such authority from the Neighborhood Board, or the Association in the event such authority has been provided to it by the Neighborhood.

**Section 5.04  Oversight**

A single Neighborhood Board may call for an immediate vote by all Neighborhoods to remove out-of-control Association staff, to block actions or for any other reason. A majority of the other neighborhoods may block such calls.
a) **Monitoring Neighborhood Activities.** Owners and Residents shall have oversight privileges over Neighborhood Board activities to which they belong and thus may attend any event, meeting or activity held by the Neighborhood; and no activities of any type held by the Neighborhood Board or its subsidiaries may be made private to them.

b) **Controlling Neighborhood Activities.** Owners and Residents shall have the right to call for the immediate recall of out-of-control officers, for immediate changes to the Neighborhood, its rules & standards, and all other aspects of the Neighborhood; however, when exercising such authority changes may not alter the Declaration, its Articles or its Constitutional protections.

c) **Boards of Inquiry.** Owners and Residents may force investigations into activities by Neighborhoods and Associations by obtaining signed petitions by at least 10% or 200 (whichever is less) of the Owners and Residents within the governed areas. Such inquiries shall specify who is demanding the investigation, the reason for which the inquiry is being arranged and the information sought. The demand might also stipulate the process by which the inquiry/investigation will take place should a special method or personnel be desired or necessary.

### Section 5.05 Meetings

Since the primary purpose for a Neighborhood’s Board of Trustees is to provide oversight of the Association, its officers shall meet and be welcomed to participate in Association activities as deemed appropriate by the Neighborhood board.

If Neighborhood Boards decide to hold meetings or to communicate with others then facilities, office equipment, data and other resources governed by the Association shall be made available as necessary and appropriate.

Owners present at meetings who are not elected shall be treated as full board members with equal voting rights and authority including but not limited to the right to ask questions, vote, make motions and otherwise participate. It shall be, however, the elected board members who direct Neighborhood activities at such meetings, events or activities.

### Section 5.06 Altering Neighborhoods

a) **Disconnected Neighborhoods.**

Disconnected Neighborhoods may only continue to collect Assessments fees if at the time of disconnection provisions were made by the Neighborhood Board to do so. To remain in existence as a disconnected entity the Neighborhood must bind itself to an organization capable of collecting Assessments fees appropriate to the services rendered by the agency collecting the fees. If another method of sustaining the Neighborhood financially is found the Neighborhood may persist.

As a governed area grows Neighborhoods may decide to disassociate themselves from their original Association and form new one. As it is the right of Owners to choose their associations for themselves Neighborhoods may do this through a 2/3 (67%) approval of Owners. A third-party Constitutional Body shall be invited in to arbitrate the property distribution and to help resolve issues during the separation, and if necessary shall assist in making any necessary changes to the new Association’s charter. The intent of the arbiter is to help the original Association remain connected to all governed real property and to retain what it needs to continue service to its remaining Neighborhoods; and to provide to Neighborhoods the necessary Lots, easements and Common Area resources necessary to be served well by a new Association. NOTE: Associations should work together as neighbors and friends so even properties between Associations should be well served by both.
b) **Creating a Defined Neighborhood.**

I. **Un-associated Real-Property.** If a Neighborhood status is desired by Owners within an un-associated real-property the Association and/or the Developer shall designate in a Supplementary Declaration to this Declaration that such section shall constitute a separate Neighborhood. Once incorporated under a Constitutional Declaration the Neighborhood shall be at liberty to select an Association to which it may bind its residents in a loose agreement, and shall include within its assessments a special assessment fee necessary to reimburse the Association which assisted in its incorporation.

II. **Associated Real-Property.** Owners within a distinct area reasonably identified as a neighborhood may sever existing Neighborhood bonds to create a new Neighborhood. The area must contain at least 30 Owners of unique Living Units at least 75% of whom agree to the change. Once approved the Association shall define a new Supplementary Declaration for the Neighborhood and alter the existing one.

c) **Detaching from an Association.** Neighborhoods may freely and without interference detach themselves from the Association by a two-thirds vote by its Owners. The benefits of severing a Neighborhood are that the Neighborhood may encourage a change in behavior, force a negotiation with an underperforming Association, negotiate for better rates or create a bidding war between neighboring Associations.

    All appropriate assets shall transfer to their control with contested assets being arbitrated by connected and affected Neighborhoods. As sovereign Neighborhoods, their right to detach shall be fully supported by the Association, its affiliates and its members.

d) **A Severed Neighborhood.** A Neighborhood is a Neighborhood that is attached to an Association. Such Neighborhoods retain all governing articles associated with this Declaration but have no authority to exercise the authority provided to the Association including but not limited to the authority to collect, enforce or alter fees, assessments, or to alter the Declaration, its Articles or any other related documents. To restore services to a severed Neighborhood, the Neighborhood must bind itself to a willing Association.

**Section 5.07 Dissolution of the Neighborhood**

A Neighborhood may be dissolved by the agreement of sixty-seven percent (67%) of Class A Members or shall dissolve automatically if while disconnected from an Association its Owners fail to maintain insurance coverage. The holder of the Neighborhood’s Supplementary Declaration which defines the Neighborhood shall be responsible for disposing of it and its property according to the Dissolution Bylaws defined in the Supplementary Declaration. One stipulation: all property held by Neighborhoods and its value if sold or exchanged is public property and must remain within the public domain regardless of who governs it.

**Section 5.08 Insurance**

The Association shall maintain **hazard insurance** and **liability insurance** for the Neighborhood Common Area as defined and required Article IV, Section 4.07 and shall include its cost as part of the Neighborhood Assessments as described in Article VIII, Section 8.04 a).
Article VI. Rights & Responsibilities

Section 6.01 Connecting People
The Association’s officers are to care more about people within the community than of its property and shall show this by becoming a connection hub between those in need and those who can assist. They shall maintain information about local businesses and organizations offering reduced rates for supplies needed to maintain property in the community, and matching them with residents who can use such services. Because this service helps local businesses find clients more easily their costs are lower thus they can offer their services at lower costs, if they so choose.

The Association shall also find ways to defend citizens and their civil rights, aggressively fighting to protect and defend them rather than just watching as passive onlookers. They shall seek, support and join with those involved in court battles and encourage other Constitutional Bodies to do the same.

Section 6.02 Interventions
Officers of Neighborhoods and Association shall see their primary role, beyond that of caring for the common property, as being intercessors and advocates for the orphans, widows, homeless, poor and weakest members of the community. They shall endeavor to connect those in need with those who assist with such needs, but shall not take on the responsibility of doing so personally or as an expanded purpose of the Neighborhoods or Association.

Section 6.03 Debt & Obligations
It is not moral to place obligations on future generations as they have had no authority to approve or reject the debt or obligations for themselves; therefore, the Association, Neighborhoods and other entities shall not commit either public or private properties, real or otherwise, to debt obligations. They shall spend only money rightfully collected and shall establish reserves appropriate to their needs and emergencies, and an appropriate amount extra such that they may cover disaster issues and assist neighbors when appropriate. Should more be needed they may request it from those they serve or from other entities of a similar level.

CAVEAT: If a public entity enters into debt or fails in its obligations then lower level organizations, Owners and Residents bound to it have the authority to review the circumstances after which they may call for the immediate removal of those responsible – most especially the heads of those organizations; or, if necessary, may dissolve the organization entirely. Or, they may take any other action deemed appropriate to the circumstances.

Homeowners themselves are obligated to pay fees and charges associated with the running and maintaining of the Common Area as agreed at the signing of the Homeowners’ Agreement, but the Association shall not hold any right to create arbitrary restrictions of any sort even if agreed upon in writing; any such agreement shall be deemed unconstitutional and therefore unenforceable.

Overdue debt to the HOA shall only be collected when the property is sold; or the debt may be collected by force only after no less than three years of payments have accrued after which residents of the neighborhood in which the debt exists have been informed and Neighborhood fail to find a reasonable solution to the overdue debt within six months after notification after which time the debt may be assigned to the Neighborhood’s other property owners.

To collect unpaid debt obligations or to assess fees or fines for non-payment the Association shall first obtain permission to do so from no less than one-third of the owners within the affected Neighborhood in writing.
Each incident of unpaid debt shall be treated independently. The Association shall offer a recommended course of action and Neighborhoods shall have the responsibility of accepting or rejecting the recommendation or of providing an alternate course of action. Neighborhoods shall have the ability to empower the Association to place a lien on the property, roll the debt forward, assign the debt to the other Neighborhood owners, or any other reasonable measure. The Association shall be empowered to perform only the course of action decided upon by the Neighborhood until such time as the Neighborhood fails to take a reasonable course of action within a moving six-month action-window. If the Neighborhood fails to act within its action-window the Association shall assess the unpaid fees to the other Neighbors.

Neighborhoods shall have the authority to establish in their Neighborhood Bylaws the action the Association shall take when acting upon unpaid debts. Such bylaws shall run for no longer than 7 years after which time Neighborhoods must renew this bylaw. It must be renewed in writing by a 1/3 owner agreement, not automatically.

Section 6.04 Constitutional Support

a) Petitions. The Board of Trustees shall promptly review requests for assistance regarding protecting and defending Constitutional rights, especially the rights of community residents. It shall, for example, include the more important petitions submitted by residents within the community newsletter, direct mail and on the community website at a free or significantly discounted rate.

The Board may reject requests if the issues are deemed not to advance the cause of Liberty but the requestor may appeal. Upon appeal the Association will send the appeal to Neighborhoods for review. If at least three Neighborhood Boards vote to reverse the appeal the Association shall accept the petition request and process it as appropriate.

b) Freedom of Information.

I. Owners. The Association shall release to Owner petitioners information appropriate to the petitioning of other Owners, Occupants, Neighborhoods or other divisions of the property under the Association’s authority including the names, contact addresses, property addresses, phone numbers and any other public methods of contact of those appropriate to the petition. The information shall be provided in a fashion as similar to the petitioner’s request as is reasonable and made available in common machine-readable formats should that be the requested format. A variety of metadata might also be required. For example: the Neighborhoods each Owner/Resident is associated with, the Lot type, community amenities and the property size might all be necessary and appropriate to the request. This is a constitutionally protected right of the Owners that shall not be infringed.

Except for limited information that has been strictly identified as belonging to Owners, all information held or termed to be “owned” by Neighborhoods is deemed to be owned in common by all Owners and previous Owners of the past 7 years and shall be made available to them under reasonable accommodations.

II. Neighborhood Authorities. All information related to the Association’s work with, by, on or for the Neighborhoods shall be considered property of the Neighborhoods and shall be made available to authorities representing one or more Neighborhoods upon the presentation of written authority by the Neighborhood Board.
Any additional information related to Neighborhoods shall be made available to their Board members and Neighborhoods may include additional for public posting by votes taken according to their Bylaws. The Association shall make appropriate accommodations for access to these records by providing access during normal business hours, setting up access protected web sites or by other reasonable and appropriate means.

With the exception of that which is guaranteed by our U.S. Constitution, Neighborhoods shall decide for themselves what information about themselves, their finances and their activities is to be available through Freedom of Information requests.

Other material shall be deemed releasable as Freedom of Information or to selected groups by Neighborhood agreement according to Neighborhood and Association Bylaws.

III. **All Citizens of These United States.** Information regarding the Common Area, its maintenance, it rules, standards and guidelines; and general and financial records shall be made generally accessible to the public.

The Association shall post and maintain for public availability all Assessment fees schedules for all Neighborhoods for the current and at least three prior years and general financial statements for the current and at least three of the preceding years. It shall post easily readable maps of its Real Property, Common Area and Development Limits, and it shall post all reasonable Declarations, Books and Records, Notices and Consents for the public. Neighborhoods shall determine the other posted information.

c) **Information Disclosure.** Information that is has not been previously identified for availability shall not be disclosed to any private or government body, organization or institution without a proper and legal warrant. And only the distinct information specifically related to the warrant shall be released. Each Owner, Resident, business, institution and organization is encouraged to protect and defend private information within their care, and to recognize those who provide such information for business or other purposes as owners of that information and not the receiving entity.

d) **Truthful & Transparent.** No person working for or with the government in any capacity is authorized to lie to, deceive, manipulate or to use propaganda against those they serve or to hide or withhold information from those they serve. Government agencies shall clearly post their financial records and information about activities freely and without having to be forced to do so. The information shall be provided public review and consumption and shall be available in machine readable formats and kept as current and up-to-date as possible.

e) **Constitutional Re-Chartering of other Communities.**

f) **Protect and Defend Residents and their Rights.**

g) **Restoration of Powers.** The powers of the people that have been extended to higher levels of government shall be restored to the people of the local community. For example, it shall be made possible for the local community to correct the actions of those in higher levels of government by controlling their funding.
Section 6.05 Common Property
Trustees shall recognize that it is citizens of this great nation who own the common property and no other. Therefore they are free to fish, hunt, gather and otherwise forage and feed off of the property without requiring a permit or permission from any authority so long as they are doing so in a manner respectful to the rights of others and the needs of the environment and others to enjoy and use it.

Section 6.06 Companies
Commercial and business ventures are not abstract inanimate objects they are people joined together in contract with one another, groups of private individuals serving private interests, whose rights remain sovereign to government authority while simultaneously being protected by it. Trustees have no authority to interfere with the business of companies but they are responsible for protecting and defending their rights.

Section 6.07 Public Office
Public officials shall be afforded the freedom to display and represent their philosophical, religious and other views within the course of their duties and upon the public property they oversee. Those selected as leaders shall be afforded significant leeway to select items that shall decorate their offices and public areas under their authority; how and where to hold meetings and public events, and how to conduct their public discourse. If those who voted for them do not like their words or actions they may respectfully let them know and may vote to remove them when appropriate or petition to recall them immediately. The people also retain the right to protect the dismantling or destruction of public structures by public officers regardless of the desires of officers of other Neighborhoods and or Associations.

As our nation was founded upon faith in Christ Jesus and biblical values so public prayers, symbols and activities that lift up God’s values, His people and our Christ-centered heritage shall be welcomed and encouraged at meetings, activities, gatherings and other events as determined appropriate to the organizers of such occasions. Such prayers and may not be limited to the Christian religion since it is the right of the organizer to choose.

Public officers should remember that they are responsible for listening to those they serve and politely responding, restraining themselves in their speech and behavior; being careful not to insult, degrade or to show intolerance for differing opinions and thus leading by example. Owners, Residents and other citizens, however, are not so limited. They shall be respected and tolerated even in their abusive language just as in their kind language. Officers shall have no authority to require polite, honorable or civil behavior even at meetings or events so long as the moments of outburst are reasonable to the topics and do not infringe significantly on the rights of others or the event. For example, a resident with heated rhetoric whose is called on to speak shall be tolerated to insult the presenter but the presenter, being a representative of the office he holds shall refrain from responding in kind; however, the resident may not move in any intentionally threatening manner.

Public officers shall respond quickly and politely to all communication. They shall not ignore or delay responses and shall make personnel and resources available to those requesting them as soon as such resources may reasonably be made available. Also, officers in leadership positions shall quickly make themselves be available to media representatives and shall present the truth in all things.

Section 6.08 Primary Obligation
As beings created by God in His image, our primary obligation is to be self-controlled and to serve others as we were shown. This means we are to care for, protect and defend our neighbors as we would ourselves. This responsibility is transferred also to the Association which is empowered by Owners. This means the
Association in its duties to care for and serve the community not only exists to maintain the Common Area it is to protect and defend the persons, the rights and the property. Therefore, the Association shall be empowered to perform activities appropriate to this responsibility.

**Section 6.09 Contracts**

Trustees shall not enter the owners into agreements longer than 7 years and each shall include an escape clause should the community find the contract unreasonable/unacceptable.

**Section 6.10 Arbitration**

The Association’s Board of Trustees shall be empowered to arbitrate or to establish an arbitration authority for disputes between Neighborhoods, to arrange for arbitration assistance through other Neighborhoods and/or Associations, and to assist in the arbitration of disputes. It shall also submit itself to arbitration by other Constitutional Neighborhoods and Associations during disputes with others.

Should a dispute between Neighborhoods require an authority higher than that of the Association, the Association’s Board of Trustees may request arbitration assistance from other Constitutional Neighborhoods and Associations, or from other Constitutional Bodies as defined in Article II (establishments such as churches and religious organizations capable of assisting in moral dilemmas).

The decision reached in arbitration may be contested by appealing to a larger audience of Constitutional Bodies and Associations than those involved in the previous decision, convincing them that the decision is in question and receiving their support for an appeal. Once an appeal has received approval a new arbiter shall be selected and the case may proceed. No additional appeals shall take place after a board of 13 Constitutional Bodies have arbitrated a dispute, at this point the decision shall be final.

The principles of our U.S. Constitution, the original intent of its Founders, the Biblical principles upon which it was founded and the facts surrounding the issue at hand shall be all that is used to judge the case and to determine the outcome. No case-precedence, “modern” interpretations of the law or Sharia law shall be used; and the same laws shall apply to all people equally which shall be God’s laws as best we understand them, with no variation due to race, creed, color, gender, political persuasion, wealth or any other dividing factor. One caveat, however, is that mercy shall be preferred for those deemed to show honest remorse for inappropriate behavior.

a) **Arbitration Panel.** An arbitration panel shall mean and refer to a group of constitutionally-minded individuals each of which represents a different Constitutional Body and who are assembled together to arbitrate a dispute. In a simple dispute the size of the panel may be only three people but a full panel would consist of thirteen.

b) **Arbitration Process.** The arbitration process shall be defined by general agreement by Neighborhoods and Associations and made public well before the arbitration process begins. If there is a dispute between arbitration processes defined by Associations the arbiter shall decide how to precede. Challenges to the process may be made and shall be resolved before beginning the process. Once defined all hearings shall take place in public venues and shall allow interested parties to appear at the hearing to speak as appropriate to the cause.

c) **Open and Transparent.** Arbitration courts shall be open/public and are forbidden from being held in secret, and may not withhold any information deemed by jurors as necessary to a case from them no matter its government classification. However, discussions about such information may be closed to the public and shall be determined so by the jury, not the presiding judge.
**Section 6.11 Return of Authority/Responsibility**

The Association shall work to return possession of connected public properties to local control and local governance. This shall include but is not limited to lands possessed by county, state or federal authorities such as public parklands, waterways, wetlands, easements, roads, facilities, schools, mineral rights, etc.; as well as their authority over them. Common ways this may be done include the creation or joining of organizations involved in the same activity, distributing petitions, organizing awareness campaigns, etc.; also, these are areas in which Constitutional Associations may join with one another to serve a common purpose.

In addition to reclaiming real property to local authority, the Association shall work to restore and defend the sovereign rights of citizens; returning authority assumed by any level of government, organization or entity to the people to whom it belongs and defending it by establishing laws, institutions and other necessities that shall assure that these rights remain with the people in perpetuity. They shall, for example, work to return authority over education by removing federal authority and restoring local control, thus allowing parents school choice; they shall defend the right to residents to defend themselves and their property whether they are at home or away, thus defending the Second Amendment; they shall assist in recovering the rights of farmers to farm their land as they so choose, thus defending the right to private property; and they shall defend the rights of homeowners to build and paint their houses as they so choose, thus defending both the right to Liberty and over Private Property. The methods and reasons the Association may get involved are as numerous as the number of ways people can violate those rights; the only limit is that Neighborhoods must support the Association’s actions.

This restoration of authority shall restore the right of citizens to choose for themselves the standards, testing and governing authorities that shall bind them. Mandated authorities shall be removed.

At the direction of Owners, the Association shall assist in returning to the people any authority not explicitly defined within the Constitution and any right or freedom from any form or activity of government. Owners shall direct the Association in these efforts.

**ASIDE:** The person who has to pay for something to repair it or who is responsible for it there is a problem is that thing’s OWNER and shall have full authority over it. In the case of homeownership, it is the Owner who is responsible for its maintenance and paying liabilities; therefore the Owner shall have sovereign authority over said home. Such authority may be delegated to others but those who receive delegated authority shall have no authority over the sovereign. This axiom holds true for all property.

**Section 6.12 Independence**

The Association shall, at the direction of Owners, assist them in freeing themselves and others from unconstitutional authorities. For example, it shall work to free Owners from minimum wage laws which make it nearly impossible for children to learn the value of hard work and keeping the unskilled from obtaining skills needed for better pay and opportunities.

**Section 6.13 The Right to Offend**

While residents are implored to be honorable and to live showing respect and love for others, they have the right not to do so; and the Association and Neighborhoods shall defend this right so long as such actions do not infringe on the rights of others. For example, the right of homeowners to hang Halloween or Christmas decorations year-round so long as the decorations do not place persons, property or rights of others at significant risk. Neighbors and the Association may establish creative ways to show their dislike for the practice but the right of the property owners shall be respected.
While serving in an Association or Neighborhood, its officers shall be courteous and professional in all communiques, actions and activities. Officers will speak courteously and shall refrain from using foul or abusive language, or taking abusive or immoral actions in both public and private so as not to sully the reputation of the office; however, they will professionally tolerate such behaviors from those they serve.

Section 6.14 Anonymity

a) **Personal Anonymity.** The Association shall work to protect the right of individuals to remain anonymous and shall work according to the direction of the Owners to defend this right. Thus, for example, the Association shall do what is reasonable and appropriate to defend citizens against data mining efforts intended to reduce or remove a person’s ability to remain anonymous (except in the commission of a crime).

b) **Personal Privacy.** The Association shall work to block other levels of government from identifying, tracking, monitoring, observing or otherwise classifying citizens either individually or in groups for any reason. The collection of information (for example, for permits or licenses) shall be performed at the local level and the local Neighborhoods shall retain the authority to determine the appropriate information to collect and present to those at higher levels of government.

c) **Chain of Custody.** Neighborhoods, the Association, Businesses and Owners within the Properties agree that information, including metadata, collected from, by, for and about customers is the property of those customers and shall not be disclosed or sold without express written consent and that such consent may not be granted for longer than five (5) years. Information collected about customers from private, public and other entities shall be withheld from any person, entity or organization until a legally warrant is issued having a well-defined authority and a very short duration. Questionable warrants shall be presented to the Association for legal review and, if necessary, a case shall be brought against the issuing agency and public notices issued regarding the possible overstepping of authority.

d) **Metadata Collection.** The Association shall, at the direction of Owners, install or request the installation of equipment that assists in abstracting, hiding, encrypting and/or otherwise securing data connections when communications equipment is installed. In addition, the Association shall do all that is deemed appropriate to restrict/control the collection and use of metadata. For example, service providers may be required to sign agreements recognizing that its customers are the owners of metadata collected about them and that such information will not be released without a proper warrant; if such an agreement will not be signed then the authorization to operate within the Properties governed by the Association shall not be permitted. The Association, in cooperation with Neighborhoods shall determine the appropriate actions to take regarding metadata collection.

Section 6.15 Private Authority

The rights of citizens to own and operate businesses as they see fit shall not be infringed whether the businesses are privately owned or publically traded. The only businesses having such limitations shall be those owned and operated by the citizens as government institutions and for the purpose of serving the people as a whole; IE: government. It shall remain the right of private citizens to discriminate based on any moral factors and matters of conscience they so choose and shall be protected. For example, it shall be the right of religious organizations to refuse service to organizations that support morally objectionable causes and for morally objectionable organizations to refuse to use religious institution services. And, it shall be the Judeo-Christian perspective of right versus wrong that shall be used to measure such things.

a) **Permits & Fees.** The Association shall defend the rights of builders, homeowners and businesses to make changes to homes without government permits or fees.

b) **Government Intervention.** Government employees and those working with or for them shall not have the authority to tell business owners what they can and cannot do. The Association shall defend
the rights of property and business owners/managers within their domain to operate and maintain their property and businesses as they see fit.

Section 6.16 Parental Authority
Government entities shall uphold parents (a father and a mother) as the final arbiters over the welfare, lives and upbringing of their children and their authority shall not be questioned. Government entities shall support the parents in the education, welfare and upbringing where such assistance is requested but have no authority to force any standards, rules, regulations or requirements upon them. Period!

Section 6.17 Community Preparedness
The motto of the Boy Scouts of America organization is “Be Prepared” and is a worthy goal for every citizen. Likewise, the Association shall work to “Be Prepared” by maintaining the Properties in a way that prepares residents for emergencies and encouraged the people to do the same. For example, the Association shall prepare for a prolonged disaster such as drought by preparing local water resource to hold significantly more than is necessary or for homes to contain tornado protected areas should tornadoes be of significant threat to the area. They shall collect extra food, water, equipment and provisions such as may be required for the most likely disaster scenarios. Typical situations to be prepared for include hurricanes, tornadoes, earthquakes, drought, mudslides and other events. The Association shall maintain and establish emergency resources and standards according to its Bylaws and through these shall work to maintain hunting, fishing and farming lands within or near the Association’s boundaries for the same purpose, enforce architecture standards such as reinforced housing as necessary, and similar necessary provisions. Also, the Association shall work to make it possible to disconnect from the public utilities, electrical and other systems should that ever be desired or required.

a) Electrical Grid & Communications Protection. The Association shall shield the electrical grid and public communications equipment from electromagnetic pulse events and shall seek to include backup and failsafe options.

b) Food Preparation. The Association shall prepare an emergency food backup, a seed bank and equipment necessary to support the entire community for a minimum of one week.

c) Fuel & Energy Independence. The Association shall prepare the community so it can be as self-sufficient regarding energy supplies and generation as appropriate to the community; such that it may disconnect itself from all other energy grids that be necessary.

d) Disaster Preparation. Emergency blankets, generators, snow removal equipment, heaters, extraction equipment and similar supplies should be maintained for community use in the event of emergencies.

e) Medical Preparation. The Association shall prepare a collection of general supplies needed during large scale emergencies – medicines and equipment. Supplies that expire must be replaced as necessary and can be provided to other areas of the country suffering from disasters.

Preparedness provisions and equipment should be stored within the Neighborhoods where appropriate.

Section 6.18 Protecting Wild Areas
The Association shall attempt to maintain parklands as large contiguous real properties, respecting and retaining such areas as undeveloped, leaving it available for the use and pleasure of future generations, the health of the flora and fauna; hunting, fishing, camping and other activities, and the beauty, health and value of Neighborhoods. The growth of edible plants native to the area shall be encouraged within these wild areas in order to reduce the need for wild animals to enter neighborhoods in search of food.
Section 6.19 Agriculture
The Association shall where appropriate integrate farm and ranch lands near or within residential areas in order to maintain the community's connection to wildlife and concepts of animal husbandry and agriculture. These shall be promoted to youth, reminding them of education opportunities in agriculture and spurring them to care about their environment. Integrating such spaces into neighborhoods shall be used to improve the number of open spaces within residential areas; creating not only spaces that are attractive but which are also functional; in addition, a preference shall be made to use food-producing plants within landscaped areas rather than plants that are ornamental only. Association officers shall use their imaginations in deciding how open spaces may be not only attractive but useful as well. They can, for example, (i) use farmland to separate residential areas from less-than-attractive spaces such as the backsides of stores or malls, (ii) add fruit and nut trees in open fields where the fields may be used for other purposes until harvest time, (iii) include walking, hiking, biking and boarding trails through neighborhoods that are protected enough to support deer and other large wildlife; and (iv) use the extensive land between divided highways for functional purposes such as farming or the growing of trees for paper production rather than simply growing grass or wildflowers.

Keeping property such as this within residential areas has quite a many hidden benefits, a few of which are (a) it helps encourage young people to take an interest in agricultural studies, (b) it keeps people connected to their environment by having hands on experiences as a daily part of life, (c) it protects the amount of agricultural land available thus protecting the resources needed to sustain our people, and (d) it teaches our children respect for the land and the value of hard work. See EXHIBIT C, Section 13.02 for more details.

Section 6.20 Supporting the Community
The Association shall support organizations that contribute to the health and prosperity of the community and uphold American values (IE: the Boy Scouts and Girl Scouts, Veterans Associations, military organizations, militia organizations, Churches, Synagogues, etc.) by preferring them when work is needed within the community; and it shall contribute to local school, church, temple and other organizations' youth groups by hiring them to perform odd jobs within the community. Jobs they can perform might include washing homes, mowing, weeding, planting and general maintenance services. The selection of organizations such as these for community project work shall not be deemed as charity since the organizations are providing a service for the support.

Section 6.21 Oversight
a) Whistleblowers. Government entities shall not oversee their own authority; such authority shall be reserved to the people and passed through the Association. The Association shall be empowered to hear and respond to accusations by employees of associated government entities and to extend asylum protections to those bringing such charges. It shall also retain authority to investigate and take action regarding its findings as appropriate to the incidents uncovered.

b) Forced Investigations. If the Association refuses to extend protections or to investigate, Owners and Residents may force the Association to act by collecting signatures from Association residents from either 200 or 10% of Owners and Residents, whichever is fewer.

Section 6.22 Fundamentals
a) “Love keeps no record of wrongs...” No records shall be kept about resolved grievances, situations or issues, and no such information shall be passed to others; and no enemies lists shall be generated or kept. Resolved situations shall be considered fully resolved.

b) Commitments to which the Association has bound itself while serving Neighborhoods will remain binding to Property within Neighborhoods that detach themselves until such time as the
commitments cease. For example, if an Association takes on debt to pay for improvements, such debt will continue to be paid by committed Neighborhoods even after severing ties with the Association.

c) Every person has the right of self-defense whether at home or wherever they are; a right which allows them to have, carry and use the weapons of their choice against that which they themselves see as threats. The Association shall defend these rights. The truth of whether something is or was a legitimate threat shall be determined by the local community only after another’s rights have been violated. Threats may be other people, organizations, governments, or any other system, organization, person, group or community.

d) Public authority shall defend the rights of businesses within its domain to build equipment with the defenses they desire; for example, the Association shall defend computer and electronics makers in their rights to include electromagnetic shielding and encryption standards and other protective measures as they see fit.

e) Public authority shall not be the arbiters of trade, occupations, occupation and activity permits or regulation; it will stay out of the way of people being free and only intervene when asked to arbitrate a dispute.

f) All costs, fees, fines, purchases or payments made in order to comply with the law shall be deemed taxes paid or incurred; this includes but is not limited to costs for supplies, licenses, inspections and lost revenue while awaiting such inspections and licenses,

g) Legal cases involving military personnel currently serving overseas shall be among the first taken up by the Association. Active military, military disabled and veterans shall receive preferential treatment because of their service to our country.

Section 6.23 Self-Evident Truths
Government officers shall recognize the following as true and correct and shall defend these truths in the course of their duties:

a) The authority of the U.S. Constitution stands above all other authorities save for God. For example, neither International Laws nor a global court holds any authority over U.S. citizens or any rights or property of this great nation; and have no ability to attain such authority.

b) True and worthy leaders put wise limits on their own authority.

c) The purpose of all levels of government above local government is to assist local governments which retain authority over them and to monitor the activities of those higher levels, remembering that citizen rights remain supreme above all save for God.

d) Citizens of all ages shall be supported and encouraged to learn to be entrepreneurs without restriction, required to purchase permits, or inhibited in any way while upon public property so long as their actions do not interfere with the rights of others. For example, the Association shall defend the rights of children to setup and run lemonade stands without interference from the FDA or any other organization or institution.

e) If a person can be fined or otherwise punished for violating rules rather than for interfering with another person’s rights then their own rights are being violated by the entity that assumes authority over them.

f) Governing edicts by the Association, ARB rules and community standard are perfectly acceptable within a loose agreement between the owner and other community residents; however, it is only the honor of those making such an agreement that binds them and the law has no authority to exact fines or other punishments for violations since such is protected by the U.S. Constitution. The property-owners agreement carries with it no moral authority so any such assumed authority is therefore unconstitutional, illegal and unacceptable. It is a person’s honor and integrity alone that obligates that person to obey such agreed upon conditions and regulations.
g) Law enforcement officers receive authority from those they serve; thus, if there is no strong moral infraction then they carry no authority to interfere. Such issues shall be among the first taken on in support of those defending their freedoms and rights.

h) The rights of individuals do not change based on their proximity to one another, thus the rights of country folk living miles apart are the same as those in the city feet apart. What must change is peoples’ awareness of what they are doing and how it affects those around them and the law has no authority over such matters. Proximity shall afford no additional authority to government.

i) **Institutionalized Power** in the school system is evident in the federally defined learning standards which though the federal power is centralized the effect of the power is everywhere. It is appropriately illustrated by considering that “a musical instrument can exist in only one place at a time but a tune can be everywhere at the same time.” In the same way, the horrifying effects of bad federal education standards can be defined by a single corrupt organization yet exist everywhere at the same time. Such powers shall be deemed unacceptable and such authority revoked and returned to the people. Other government institutions have the same cause/control relationship such as housing standards, FDA standards, DEA standards, etc. They become control mechanisms used by small groups of power mongers (control-freaks) control a huge section of the population.

j) Traditional HOAs stand on laws, not principles. This is a fundamental flaw.

k) Government shall not be involved in deciding what is good or bad for citizens.

l) Officers shall see it as their job to make it impossible for government organizations at any level to use authority given to them by the people against the people.

### Article VII. Common Area

#### Section 7.01 Obligations of the Association

a) **Primary Responsibilities.** As hired representatives of Members, the Association shall care for and accept responsibility for the management and control for the benefit of the Members the Common Area conveyed to it, including the Town Recreational Center, private streets, and all improvements thereon (including street lights, furnishings, and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order and repair in compliance with standards contained in the Book of Resolutions, which shall include snow removal from streets owned by the Association. The Association shall further be responsible for the maintenance of grass areas and streetlights within the Common Areas and within public rights-of-way and of pathway underpasses within the Properties and for garbage removal from the Property.

b) **Construction and Maintenance.** The Association shall embed within architecture reminders of America’s great Judeo-Christian heritage, its values and ethics; among these shall be things such as historic and honorable quotes and sayings, its battles and history, its evolution, and most importantly its many heroes who have come from every religion, color, nation, tribe and peoples. The Association shall build items for the community not only to perform each specific function but also to tell the story of America, to entrench her values in the fabric of society so that future generations cannot forget; it shall through architecture teach the people and remind them of how to live life to the fullest and why America is a great nation.

c) **Public Means Public.** The Association and Neighborhoods shall not impede but rather shall encourage residence and business owners near public properties to improve them (or at least try to) so long as such improvements do not significantly impede future development plans. Residents and Owners shall be supported and defended in these endeavors.
Section 7.02 Easement of Enjoyment

a) **Common Area.** Subject to the provisions herein, every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

b) **Neighborhood Common Area.** Neighborhood Common Areas shall be conveyed to the Association subject to the Supplementary Declaration(s) for the primary use, enjoyment, benefit, and convenience of the Owners of Lots within such Neighborhoods, or as specified in such Supplementary Declaration. Every Owner of a Lot designated in a Supplementary Declaration as being vested with the privilege to use and enjoy a specific Neighborhood Common Area shall have a priority right and nonexclusive easement to use and enjoy a specified Neighborhood Common Area, and such easements shall be appurtenant to and shall pass with the title to every such Lot so privileged.

Section 7.03 Extent of Members’ Easement

The Members’ easement of enjoyment created hereby shall be subject to the following:

a) The authority of the Association to establish reasonable admission and other fees for the use of the Common Area, including the Town Recreational Center, and for the use of the Neighborhood Common Area, including

b) the authority to require or charge admission and other fees for the use of Neighborhood Common Area by a Member who does not own a Lot within the Neighborhood served by such Neighborhood Common Area.

c) The authority of the Association to suspend the right of a Member to use the recreational facilities for any period during which any assessment against his Lot or Living Unit remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a Member to use the recreational facilities for a period not to exceed sixty (60) days for each other infraction of the Governing Documents;

d) The authority of the Association to mortgage any or all of the Common Areas with the assent of sixty-seven percent (67%) of the Class A Members, the approval of the Class C Member, so long as the Class C Members shall exist, and the consent of fifty-one percent (51%) of the First Mortgagees. In the event of a default upon any mortgage, the lender’s rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

e) The authority of the Association to convey, or transfer all or any part of the Common Area, subject to the prior approval of Loudoun County and the assent of sixty-seven percent (67%) of the Class A Members, the approval of the Class C Member, and the consent of fifty-one percent (51%) of the First Mortgagees;

f) The responsibility of the Association to license portions of the Common Area to Members on a uniform, non-preferential basis.

g) The responsibility of the Association to regulate the use of the Common Area for the benefit of Members.

h) The authority of the Association to establish rules and regulations and fees for the use of the Common Area, including use of the Town Recreational Center by Members and non-members.

i) The authority of the Association, at any time or times, consistent with the then existing zoning ordinances of Loudoun County, and pursuant to a recorded subdivision or re-subdivision plat, to transfer part of the Common Area to or at the direction of the Developer for the purpose of adjusting Lot lines or other-wise in connection with the orderly subdivision and development of the Properties, provided that: (i) such transfer shall not reduce the portion of the Properties required by Loudoun
County to be set aside for open space at the time of the transfer, (2) all Lots which were adjacent to Common Area prior to such transfer remain adjacent to Common Area after such transfer; and (3) the adjustment shall not materially alter the Common Area.

A note about zoning... The land of America was given by God to all citizens. It therefore belongs to one as much as it belongs to another though the current owner of a property is the current caretaker of that property and may do with it as he decides. The complete liberty God has given to one man over his property does not empower that man to restrict or forbid such freedoms to the next owner of said property; therefore, the act of zoning property for specific uses is not constitutional. This shall be the decision of this Association and a right of the people to be defended.

Section 7.04 Delegation of Use
Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Board of Trustees, and included within the Book of Resolutions.

Section 7.05 Title to Common Area
The Association hereby covenants that areas designated as open space, or parkland, shall be retained free and clear of liens and financial encumbrances unless first obtaining a 67% approval by Class A, or the approval of the Class C members, for a temporary lien or encumbrance against such property. In the event a lien or encumbrance shall attaché to all or a portion of the Common Area, one or more of the lien holders or and mortgages shall have the right to discharge said lien or encumbrance after reasonable notice to the Association and to seek reimbursement for the amounts paid to discharge the lien or encumbrance.

The Association shall hold Common Area property as property belonging to WE THE PEOPLE (all citizens); with authority over it being received from the Neighborhoods and maintaining it for the pleasure and purpose of serving the whole of our great nation.

Section 7.06 Ownership
All property, real or otherwise, first and foremost belongs to God and that which has been granted to men shall be cared for to the benefit of all men. Thus, all property belonging to these United States is under the care of its citizens until such time as God deems otherwise and shall be used for the benefit of all men.

- Ownership by a “Small Number of Persons”
  The use of the term “owned” for real property titled to a small number of persons (family members only, or six or less persons) shall mean and refer to private uncontestable ownership to do with as they will. This is ownership by the People Created by God (people) of Things which were Created by God (property) and thus their liberty with it is uncontestable. No limitations may be placed upon such owners since the limiting of a person’s rights regarding property which is theirs alone is wholly unconstitutional.

  A man who is given complete liberty over his property by God has no right to restrict or forbid such freedoms to the next owner of said property.

- “Ownership” by Entities or a “Large Number of Persons”
  The use of the term “owned” for real property titled to entities or to a number of persons greater than a small number of persons (as defined above) shall mean and refer to a limited private ownership. This is ownership by That which is Created by Man (entities and groups) over That which is Created by God
(real-property). The liberty such owners have shall be limited and shall be retainable for private use – at least for a time.

- **Public / Government Entity Ownership**
  The use of the term “owned” for real property titled to public/government entities shall mean and refer to a public limited ownership and shall be held only for use by and for the public and its interests. Such entities cannot hold as private any property, real or otherwise. Because of this, property held in common (such as Common Areas or property under the governance of public entities such as the Association) shall be recognized as public and is thus to be made available and accessible to all citizens.

This is ownership by *That which is Created by Man* (public entities) of *That which is Created by God* (real-property). The use and authority such owners shall have over that which is owned shall be limited and shall be retainable for public use only and always.

For example, and by way of illustration and not limitation, it shall be unconstitutional to create gated communities that arbitrarily prohibit or impede those who do not live in a community from entering since doing so prohibits or impedes non-resident citizens from enjoying the public possessions purchased by themselves and their forefathers (previous owners who had paid taxes while living in the gated community). Real property purchased in common (through public monies) is and must be maintained as accessible to the public. Nevertheless, communities which are gated to protect residents from real nearby threats such as from vandalism and other crimes have a legitimate reason for being gated; however, they also have a responsibility to remove those gates, fences and impedances when the threats are removed. Gated communities are not prohibited but they are strongly discouraged and communities must do all they can to allow easy access to all citizens.

Living Units and Lots which are not under ownership of a “Small Number of Persons” shall be subject to periodic inspection and review by envoys of the Association with a requirement that community standards be maintained. These community standards shall be enforceable and enforced according to the ByLaws setup for the Community and against owners of such Living Units and Lots at the time of the infractions.

Entities Created by Men cannot hold property belonging to the people away from those people (as private) indefinitely. The discretion of the community via Association ByLaws shall determine when such an entity must relinquish its limited ownership rights. This authority protects the people, making it impossible for Entities Created by Men to take over lands given to Men. Also, when issues arise the Board of Trustees is encouraged to treat Entities Created by Men as if they were Entities Created by God for as long as possible. In other words, be tolerant.

Lastly, the Association shall be extended the authority to block Entities Created by Men from obtaining or having ownership of property within its jurisdiction. This authority is extended to the Association by Owners since Owners have the right to protect themselves and their community. This right allows Owners the authority to refuse to accept the sale or transfer of property to those deemed to pose a significant risk to the community. Such refusals could initiate a constitutional challenge by other Associations so such refusals should be done only for good reason.

**Section 7.07 Sale or Transfer of Public Property**
Money received from the sale, transfer or exchange of public property, real or otherwise, shall remain public money and shall be used to the benefit of the community. The sale and the reason for selling, transferring or
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exchanging such property shall be publically announced no less than 120 days before the sale and may be blocked by petition from no less than three Constitutional Bodies. In the event of such a contest an arbitration panel shall be convened and the issue debated, after which a public vote would take place, the result of which may prohibit the sale or alter its conditions.

Article VIII. Covenant for Assessments

Section 8.01 Creation of the Lien and Personal Obligation of Assessment
Each owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments, as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. No owner may waive or other-wise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Living Unit or Lot.

Section 8.02 Subordination of the Lien to Mortgage
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8.03 Method of Assessment
All assessments shall be levied by the Association against Assessable Units, and collected and disbursed by the Association. The Board of Trustees shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 8.04 Annual Assessments
Annual Assessments shall consist of General Assessments, Fire Service Assessments, Neighborhood Assessments, Neighborhood Directed Assessments and Return of Authority Assessments, and shall be payable according to the Bylaws of the Association.

a) General Assessments.
   a. Purpose. The General Assessment shall be used exclusively to promote the health, safety, and welfare of Members of the Association as a whole and in particular to improve, maintain, and operate the Common Area and facilities and shall include the funding of appropriate reserves for future maintenance, repair, and replacement, and to “secure the Blessings of Liberty” required by the U.S. Constitution. Such assessments may include funding for the maintenance and preservation of plants, fish and wildlife and the maintenance of our natural world.

   b. Basis for Assessment. For General Assessment purposes, there shall be three classes of Assessable Units, all of which shall be assessed at a uniform rate within each class:
i. **Class I:** All Living Units which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the General Assessment rate. The Owner of a Lot on which a Multi-Family Rental Structure is constructed shall pay the General Assessment rate for each Living Unit within the Multi-Family Rental Structure, which is or has been occupied.

ii. **Class II:** All Living Units which have not been occupied by a Single Family shall be assessed at twenty-five percent (25%) of the General Assessment rate for each Living Unit to be constructed on such Lot. As long as a Builder pays a Class II assessment for any Lot in a particular section, the Builder shall fund all budget deficits for that section.

iii. **Class III:** All Lots which are not otherwise assessable under the Class I or Class II provisions shall be assessed at twenty-five percent (25%) of the General Assessment rate. As long as a Builder pays a Class III assessment for any Lot in a particular section, the Builder shall fund all budget deficits for that section.

c. **Maximum.** Until the first day of the fiscal year following commencement of assessments, the maximum General Assessment rate for one year shall be $300.00, which shall be in addition to any Neighborhood Assessments.

d. **Change in Maximum.** From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington area; such increase shall become effective the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the affirmative vote of sixty-seven percent (67%) of the Class A Members who are present and voting in person or by proxy, at a meeting at which a Quorum of Members is present, and the consent of the Class C Member, if Class C Membership has not ceased.

b) **Fire Service Assessments.** In addition to the General Assessments and Neighborhood Assessments, Fire Service Assessments shall be collected by the Association and paid to Loudoun County for equal distribution to the appropriate Fire and Emergency Services. The Fire Service Assessment for the base year of 1986 shall be $30 per Living Unit and shall be paid by the Owner of each Living Unit. The Fire Service Assessment for non-residential structures within the Properties, if any, shall be fixed by Supplementary Declaration. The Fire Service Assessment may increase by as much as 6% per annum from the base year.

c) **Return of Authority Assessments.** The protection and defense of our civil rights is the Association’s primary obligation and the general assessment contains a fund collected for this purpose. Complimenting that fund is this “Return of Authority” fund. Whereas the general assessment fund is used first and foremost (but not exclusively) for the defense of our rights in litigation and legal cases this fund is designed for the reclaiming of authority extended to higher levels of government, pseudo-government institutions and organizations. See Section 6.08 and Section 6.11 for more details.
d) **Self Defense Assessments.** In addition to other Assessments, a Community Self Defense Assessment shall be levied for each Living Unit and collected by the Association, the money of which shall be used to find and prosecute those causing or attempting to cause harm to Residents, Owners and their interests which include the Properties. For example, this fund may be used to find and prosecute home invaders, rapists, human traffickers, kidnappers (not for ransom payments) and vandals; to locate and eradicate drug, theft and gang activities, and to investigate and resolve identity theft activities. These funds may be rolled over as *Return of Authority* funds when all self-defense needs have been reasonably satisfied or when other defense-of-rights issues are deemed severe enough (since the defense of rights are self-defense measures).

e) **Developer Assessment.** The Developer shall be compensated for costs and fees incurred in the development, advertising and promotion of this new Declaration. The Developer shall also receive a monthly fee (determined by the Developer) until such time as the Developer’s rights and obligations as Developer cease. In addition to this base fee additional staff may be deemed necessary by the Developer and shall be paid appropriate fees as determined by The Developer. The Association may use non-earmarked *Return of Authority* funds to pay these Developer fees which are *Return of Authority* costs.

f) **Method of Assessment.** By a vote of two-thirds of the Trustees, the Board shall fix the General and Neighborhood Assessments to be collected annually at an amount not in excess of the current maximum for each assessment and accept assessment values that are defined by Neighborhoods, provided, however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

g) **Date of Commencement of Annual Assessments.** The first Annual Assessments provided for herein shall commence as to all Lots within a Neighborhood on the first day of the month following the conveyance to the Association of the Common Areas contained within the Neighborhood; provided, however, that if there is no Common Area within a specific Neighborhood then the first Annual Assessments as to all Lots within that Neighborhood shall commence on the first day of the month following the recording of the Supplementary Declaration establishing the Neighborhood.

**Section 8.05 Neighborhood Assessments**

a) **Neighborhood Assessments**

   a. **Purpose.** Neighborhood Assessments levied by the Association upon the Lots within a Neighborhood shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of such Neighborhood, the improvement, operation, and maintenance of the Neighborhood Common Area, the payment of proper expenses of the Association insofar as such expenses are directly related to the Neighborhood, the establishment of reasonable reserves for the maintenance, repair and replacement of other capital improvements for the Neighborhood Common Area, and for such other purposes as shall be authorized by the Supplementary Declaration forming the Neighborhood.

   b. **Basis and Maximum.** The applicable Neighborhood Supplementary Declaration shall set forth (i) the basis by which Lots of such Neighborhood shall be assessed for Neighborhood
Assessment purposes, (ii) the maximum Neighborhood Assessment to be collected annually, and (iii) the manner in which such maximum Neighborhood Assessment may be changed.

b) **Neighborhood Directed Assessments.** As sovereign entities Neighborhoods may opt to levy assessments for their own specific, directed purposes. The Association may be directed to perform the tasks associated with the collection of these directed assessments and have the authority to charge the Neighborhood for such special services, if necessary.

**Section 8.06 Special Assessments**

a) **Capital Improvement Assessment.** The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or other specified purpose, provided that any such assessment shall require the affirmative vote of two-thirds of the Class A Members who are present and voting, in person or by proxy, at a meeting at which a Quorum of Members is present and the consent of the Class C Member, if Class C Membership has not expired. Special Assessments for Capital Improvements to Neighborhood Common Area, which will primarily benefit and be maintained by the Owners of that Neighborhood, shall be paid only by such owners in the Neighborhood and require only the approval of two-thirds of the Class A Members in the affected Neighborhood and the consent of the Class C Member. At least 10% of Class A Members in the affected Neighborhoods must vote for the vote to be accepted. If fewer than 10% of Class A Members vote then the vote will be considered nullified and a new vote rescheduled, if necessary.

b) **Resale Assessment.** When property is resold the Association shall have the authority to assess its condition before the sale (as described in Article IX, Section 9.03). The Association shall generate an inspection report identifying necessary upgrades and modifications and proposed charges. This resale assessment may not be levied against an uncontestable-owner yet is enforceable against limited-owners. The Association's ByLaws shall describe their response to resales including limited-owners. Limited-owners may be required to fix or alter property before the sale or shortly thereafter.

**Section 8.07 Assessment Nonpayment**

Any assessment installment not paid within sixty (60) days after the due date shall be delinquent. Thereupon, the Association may humbly inquire of the property owner the reason for the delinquency in person, by phone or through some other direct interaction. The Association shall consider the reason for the delinquency in determining the response.

a) **Owners having uncontestable ownership**

The debt for Owners having uncontestable ownership shall simply compound and shall remain overdue with no interest charges for a period of 3 years, after which period interest of no more than 2% annually may be charged. The Association may periodically inform/remind the Owner of the agreement made to pay this fee but shall have no authority to take further action. This debt may be perpetually overdue without incident and shall be collected with the transfer of the property’s ownership.

b) **Owners having limited ownership**

The Association shall have more options for collecting overdue debts when the owners have limited-ownership rights. In such instances the Association shall abide by ByLaws it has
established for such cases. It may, for example, provide a polite Notice of delinquency and may also:

a) declare the entire balance of such Annual or Special Assessment due and payable in full;

b) allow the debt to accrue;

c) charge interest from the original due date at a percentage rate not greater than 2% annually;

d) send a Registered Notice to the Owner or occupant of the Lot or Living Unit, suspend the right of such Owner(s) or Occupant(s) to vote or to use the recreational facilities until the assessment, accrued interest penalties and costs of collection are paid in full; or

e) give notice to the owner(s) that in the event payment is not made within forty-five (45) days from the date of such notice an expressed contractual lien provided for herein shall be filed and the accrued debt collected when the property is resold. Further debt shall be added to this lien and may be paid by the debtor at any time.

The Association shall have the authority to establish ByLaws defining if, when and how to respond or to collect this debt. The Association shall also be extremely careful about threatening to foreclose on a property since it must be radically delinquent to support such an action.

As always, the Association is encouraged to place the least burden possible on a debtor. Also, realize that there is little harm in allowing debt to remain behind for significant periods of time since the debt will be collected when the property is sold, if the Association is properly managing their fiscal affairs and can wait. It is only when this past-due debt can remain indefinitely (through ownership by an entity rather than a person) that such debt tolerance cannot be accepted.

**Section 8.08 Exempt Property**

The following property subject to this Declaration shall be exempted from the assessment, charge and lien created herein: (1) all properties to the extent dedicated and accepted by a public authority and devoted to public use; (2) all Common Area; (3) all properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

**Section 8.09 Issues**

If the assessments/fees received by the Association are not deemed sufficient the Association may formally disassociate itself from the task by offering an alternative provider, thus severing the Association’s responsibilities. However, this may cause associated Neighborhoods to seek a new Association. Thus, it is in the interest of both Neighborhoods and the Association to maintain a mutually beneficial partnership.

**Article IX. Use of Property**

**Section 9.01 Protective Covenants**

a) **Nuisances.** No nuisance shall be permitted to exist or operate upon any of the Properties so as to jeopardize property values or be detrimental to the well-being of Members.

b) **Threats.** Out of respect for neighbors activities that take place and the equipment and property stored on Living Units or Lots must not threaten or place at risk either by incident, event or circumstance the property or persons of others.

c) **Protection of Rights.** No entity, organization, business, or other entity or person private or public shall be permitted to limit the freedoms guaranteed by the U.S. Constitution while on publicly owned property be it a school, library, government building or other facility; however, social norms may allow
those who intentionally use their rights aggressively to cause disruptions at publicly held events to be forced to leave but no punishments or fine may be incurred while the constitutionally guaranteed rights of others have not been violated.

d) **Restriction on Further Subdivision.** No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments, easements to public agencies or authorities, or for utilities, and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums. The restrictions in this paragraph shall not apply to Lots on which a Multi-Family Rental Structure has been constructed.

e) **Conditions for Architectural Guidelines.** The Owner agrees that modifications, alterations, repairs, change of paint colors, excavations, changes in grade or other work should only be made in ways that improve the exterior of any Lot or Common Area or the improvements located thereon according to the standards set forth by the Architectural Review Board. Such changes should only maintain or improve upon the natural or improved state which existed on the date such property was first subject to this Declaration. The Architectural Review Board is available to help Owners adhere to architecture standards and recommendations and should be consulted before making significant changes. By accepting residence within the community Owners agree to maintain their homes in this manner, honoring their commitment to the community. The Architectural Review Board is available to assist Owners in meeting these commitments. Among these commitments is the agreement that no building, residence, or other structure, fence wall, or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on such property without the written consent of affected neighbors or the prior written approval of the Architectural Review Board. The Architectural Review Board is available to assist in brokering a mutually agreeable solution should that be found desirable or necessary and shall have the authority to decide upon a solution should no agreement be reached with reasonable negotiation – remembering always that the first obligation of the Board is to protect and defend the rights of residents.

f) **Rules.** From time to time the Board of Trustees shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and well-being of Members, such as keeping of animals, storage use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, solar panels, signs, trash and trash containers, maintenance and removal of vegetation on the Properties, and the type of and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards. Ninety (90) days after conveyance of the first Lot to an owner, who is not a Builder, such general rules may only be adopted or amended by a two-thirds vote of the Board, following a hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule. Rules will be loosely enforced – remembering always that rights of citizens are paramount and that the Association holds no legal authority to interfere with a person’s rights and thus they must identify the source of moral authority to interfere before taking any action. This means that the rights of another must has been or would be significantly violated and the violated person must concur and agree to the Association taking action on his or her behalf before the Association may take action.

g) **Exceptions.** The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. Such exemptions shall be subject to such rules to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.
So long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from Rules affecting movement, disposition, and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units.

The Board of Trustees is reminded that most “rules” it defines are not supported by a moral authority and therefore are not enforceable against those holding uncontestable ownership over their property. Such rules may only be enforced against Owners of properties of limited ownership.

h) **Group Home.** By acceptance of a deed for a Lot within the Properties, the Owners of Lots within the Properties acknowledge that certain of the Lots within the Properties will be used for Group Homes for retarded, handicapped or otherwise disadvantaged persons and that such uses cannot be forbidden by the Association.

**Section 9.02 Maintenance of Property**

a) **Owner Obligation.** To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management. Owners are reminded that it is their honor alone that binds them to this commitment, and Owners are respectfully asked not to pass this property to anyone who appears unwilling to honor this agreement.

b) **Association & Neighborhood Obligations.** Just as the U.S. Constitution protects the free movement of citizens and property between states the Association and Neighborhoods will give preference to leaving easements and pathways open rather than using fences and gates, and easements cannot be made private unless privately owned. Thus, the creation of gated communities is highly discouraged but not prohibited on Common Area. See EXHIBIT C, Section 13.01 for more details.

c) **Rights of Owners.** The Association and Neighborhoods shall defend the rights of Owners from the placement and/or use of devices that can be used to monitor or regulate the activities of Owners whether the intent of such devices is for such purposes. No such devices shall be forced upon residents and those that exist shall be allowed to be removed or replaced. It shall also prohibit the establishment of contracts that bind or limit competition or the free exercise of sovereign rights by its Owners. Thus, for example, no exclusivity contracts may be made with cable, internet and utility providers and all reasonable accommodations must be made for allowing non-standard providers. The following are examples of rights that will be protected by the Association and Neighborhoods though these are not the only rights protected:

a. The use of “smart meters” and equipment that supports the recording of thermostat and electricity trend-line data (or any other technologies unwanted by individual Owners) may be refused by the individual Owners and shall not incur a fee for removal/deactivation. If a fee for removal/deactivation would be required then the devices shall not be installed.

b. The Association shall defend the rights of Owners, Developers and Builders to design, build and maintain new and existing property as they see fit. If, for example, Owners, Developers or Builders are being forced to wire new or existing homes for electric cars or to include any other undesirable, un-necessary or unreasonable features the Association shall do what it can to defend those who request such assistance.

c. Owners may not be forced to pay for or accept within their community services such as phone, cable or internet services. If providers wish to sell their services to an area they must first afford placing their lines in the community. Neighborhoods may not force such fees upon neighbors who do not accept the services.

d. The Association has no authority to limit residents to the use of specific cable providers, bind them to specific electricity providers or block them from using any type of technology. No
contracts shall be accepted that limit the rights of Owners to obtain the options available to them.

e. The Association shall support the installation of equipment that masks or assists residents in their quest to remain anonymous and to be untraceable except by court order. Many of these devices serve at the community level through cable companies and would never be installed by end-users. Such devices should make it difficult or impossible to uniquely identify network traffic activities, associating them with specific persons without a court order. This serves the right of the people to remain anonymous unless possible illegal activities necessitate a specific court order.

The forced addition of devices onto a home or into a subdivision or neighborhood is similar to the forced use of private homes by government forces during the War for Independence and the Civil War. It is forced access by government onto private property. This is not a physical intrusion mind you but an electronic one, as is the collection of digital and electronic information about a person’s whereabouts and actions collected through various surveillance methods and data mining. The Association shall defend against any such actions by governments, public and/or private companies, organizations or individuals.

d) **Failure to Maintain.** In the event an Owner does not honor their commitment to maintain their premises and improvements situated thereon as agreed upon herein the Association shall decide upon an appropriate response with the help of the community.

First and foremost, the Association’s trustees shall encourage neighbors to tolerate the idiosyncrasies of others and to respect the right of Owners to be offensive. They may also consider providing affected neighbors with some means or ideas for how to creatively endure or respond to the issue without becoming offensive themselves. Remember that Owners holding uncontestable ownership are within their rights when they refuse to comply so long as their non-compliance does not significantly violate another person’s rights.

If an offense is significant enough to warrant a direct response the Association may approach the offender and the Association is appropriately empowered:

a. The first responses by the Association shall be through humble and helpful offers of support; remembering that Association Members are neighbors, friends and leaders, not overlords and dictators. Communication should be sincere and should include legitimate offers of support and consolation that do not assume or infer the right to criticize, punish or fine.

b. The Association shall consider requesting assistance from companies and organizations in the area that could provide the needed work especially if it is at a discounted price. As the Association does this companies will begin offering their assistance because they save on finding customers and Owners in need of assistance will begin to approach the Association because they keep records of such companies. Thus, the Association will become a reference source for local craftsmen, builders, painters, artists and gardeners, connecting those in need with those who can assist.

c. The Association may also work with local churches, religious institutions, aid organizations, businesses, etc., enlisting their help in working with those whose property is in need of repair or who are having trouble affording the Assessment fees, etc. The Association may request, receive and distribute funds donated to help out the community in matters such as these as well as in their primary obligation of protecting and defending citizens and their rights.

d. Note that issues that do not infringe on the rights of others may not be resolved. The Association only gains the authority to intervene from the person or persons whose rights were
or are being violated and only if those people request the intervention. Such authority cannot be arbitrarily claimed.

**Escalating an issue:**
e. After several attempts have been made to resolve an egregious situation with the help of the offender the Board of Trustees may present the issue to the Neighborhood Boards of Trustees. The Neighborhood Boards shall then vote according to their Bylaws to (i) decide whether the rights of citizens are being violated by the act and (ii) whether a more aggressive approach is authorized. If the majority of Neighborhoods (a minimum of three of them) agree that violations have or are occurring then Neighborhoods may empower the Association to take more aggressive actions.
   i. If the Constitutionally protected rights of others have not been violated then an action such as an Intervention may be the best option. In any case, so long as the offender is within his or her rights there shall be no cost or fees incurred upon them and costs shall be absorbed by the Association.
   ii. If the Constitutionally protected rights of others have been violated the Association may send a courteous Notice to the Owner about the decision. All costs related to such correction, repair, or restoration may become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment and/or restoration.

f. If more aggressive actions are approved the Association shall be extended the authority to enter upon said Lot to correct drainage and to repair, maintain and/or restore the Lot and the exterior of the buildings and make other necessary improvements thereon.

**Section 9.03 Resale of Lots**
Before a Lot is re-sold or its ownership transferred the Association shall be authorized to enter and inspect the property. Following this review the Association shall provide a report detailing issues related to restoring the property to community standards which the Owner must address. The Owner may make the necessary changes or may allow the Association to make the changes and to include them in Assessment fees to be received by the Association at the closing of the exchange. Other arrangements may be made with the approval of the Association.

a) **Reference to Declaration.** The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference these Covenants and Articles as set forth in this Declaration as well as any and all applicable Supplementary Declaration.

b) **Notification.** Further, the contract seller of a Lot shall notify the Board of Trustees of the contract purchaser and the scheduled date and place conveyance will be accomplished.

c) **Estoppel Certificate.** The Board thereupon shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as the date of preparation as such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the Seller’s account at the closing and transmitted directly to the Association.
Article X. Easements

Section 10.01 Utility Easements
There is hereby created an easement upon, across, over, through and under the Properties ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sanitary sewers, storm water drainage, gas, telephones, electricity, television cable, or communication lines and systems. By virtue of this easement, it shall be expressly permissible for a Builder or the providing utility or service company with the consent of a Builder to install and maintain facilities and equipment on the Properties to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of Living Units, provided such company restores as nearly as is practicable all disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in the paragraph: (1) no sanitary sewers, storm water drainage facilities, electrical lines, water lines, gas lines, or other service lines or facilities for such utilities may be installed or relocated on said premises except as approved by a Builder prior to the conveyance of the first Lot in a Neighborhood to an Owner or by the Association thereafter, and (2) it shall not be construed to apply to the relocation installation or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on the Properties.

Section 10.02 Easement to Inspect
The Association has no authority to inspect property that is not part of the Common Area without first obtaining permission from the Owner or written permission from the Neighborhood if the Owner is unavailable. Such requests for ingress and egress rights upon any Lot shall be for the purpose of (a) inspecting such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements or (b) to perform such maintenance as is required by this Declaration or the Supplementary Declaration for such Lot. Each request must clearly identify the purpose of the inspection and inspectors shall arrive within a narrow specified timeframe.

Owners shall afford reasonable hours and opportunities for inspectors that they may perform their inspections. If such opportunities are not offered far enough in advance of the sale of a Lot the Association shall work with the Neighborhood to determine the course of action. In such an instance the maximum assessment fees may be imposed at the time of the sale and the unused funds returned once repairs are upgrades are complete and before the new Owner takes possession.

Section 10.03 Easement for Governmental Personnel
A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 10.04 Buffer Easement
The Association shall have the right to inspect and maintain any area which lies within a buffer easement conveyed to the Association, and to remove any improvements or other items which are constructed or located within the buffer easement in contravention of the terms of said easement. Where the buffer easement lies within any Lot, any cost incurred by the Association in maintaining the easement or removing any improvements or other items shall be chargeable to the Lot owner as a Restoration Assessment as is set forth in Article VIII, Section 8.06.
Article XI. Rights of Institutional Lenders and Public

Section 11.01 Consents

Subject to the authority of the Developer, (a) the Association shall not without the consent of sixty-seven percent (67%) of the Class A Members, and the Class C Member and Fifty-one percent (51%) of the First Mortgagees:

a) By act or omission seek to abandon, partition, encumber, sell, or transfer the Common Area or other property owned by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Properties, or in accordance with Article X, or a re-subdivision of a portion of the Common Area in accordance with Section 6.04, Section 7.03(h), shall not be deemed a transfer within the meaning of this clause;

b) Fail to maintain fire and extended coverage insurance on insurable parts of the Common Area or other Association property on a current replacement –cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;

c) Use hazard insurance proceeds for other than the repair, replacement, or reconstruction of such property; or

d) Add or amend any material provisions of the Declaration or related Association documents concerning the following:

   I. voting
   II. assessments, including Fire Service Assessments, assessment liens, or subordination of such liens
   III. reserves for maintenance, repair, and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis,
   IV. insurance or fidelity bonds
   V. responsibility for maintenance and repair of the Properties
   VI. architectural controls
   VIII. annexation or withdrawal of property to or from the Properties, subject to the provisions of Article III
   IX. leasing of Living Units,
   X. imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his property,
   XII. a decision by the Association to establish self-management when professional management had been required previously by a First Mortgagee,
   XIII. restoration or repair of the Common Areas or any improvements thereon after a hazard, damage or partial condemnation,
   XIV. termination of this Declaration after substantial destruction or condemnation occurs,
   XV. any provisions that are for the express and benefit of First Mortgagees,
   XVI. any amendment to the Declaration which would limit or eliminate Group Homes as a permitted use on the Property where designated by Declarant, and
   XVII. any amendment to the Declaration which would alter the right of the general public to use the Town Center.

An addition or amendment to the Declaration or related Association documents shall not be considered material if it is the purpose of correcting technical errors, or for clarification only. A First Mortgagee who receives a written request to approve material additions or amendments who does not deliver or post to the
requesting party a negative response within thirty (30) days of receipt shall be deemed to have approved such a request.

Section 11.02 Notice and Other Rights
The Association shall maintain a file of all First Mortgagees with a proper designation of the property in which they have an interest; and shall send a copy of such list to any First Mortgagee who makes a written request for such list at least once every twelve months. If requested in writing, the Association shall provide to First Mortgagees who so request:

a) Written notification of any default in the performance of any obligation under the Governing Documents by the owner of a Lot which is the security for the indebtedness due the First Mortgagee, which is not cured within sixty (60) days; and

b) Written notice of any condemnation or eminent domain proceeding or other proposed acquisition by a condemning authority of any portion of the Common Area or of a Lot which is the security for the indebtedness due the First Mortgagee; and

c) Written notice, with right to attend, of all meetings of Association; and

d) Any casualty loss that affects a material portion of the Lot that is the security for the indebtedness due the First Mortgagee; and

e) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 11.03 Books and Records
The books and records of the Association shall be made publicly available such that any interested parties may download and review the data at leisure. This information shall be kept up-to-date such that all data outside of the past four months shall be available to common review tools. This information shall be kept for no less than 7 (seven) years.

The Association shall provide an audited statement for the preceding fiscal year to any Institutional Lender or Neighborhood requesting such statement in writing. Each such requested statement shall also be posted permanently for the public.

Section 11.04 Notice of Actions
The Board shall give to such First Mortgagees as may request it, expeditious notice of any civil action or liens lodged against the Association or Officers or Trustees regarding their conduct in administering the affairs of the Association.

Section 11.05 Payment of Taxes and Charges
A first Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or First Mortgagees making such payments shall be owed immediate reimbursement therefore by the Association.

Article XII. General Provisions
This Declaration of Covenants assumes no authority to place rules or conditions on the rights of WE THE PEOPLE, nor could it; instead, it governs the governors, constantly reminding them that their authority is extended to them by Owners and Owners retain the authority to revoke this extended authority when their rights have been violated and trustees fail or refuse to effectively resolve the issues. Owners must also be
reminded that they are responsible for defending the rights of one whose rights were violated lest they too pay a price should the issues end up in litigation.

Section 12.01 Duration
The Covenants and Restrictions of this Declaration shall run with and bind the land indefinitely from the date this Declaration is recorded until explicitly terminated by an instrument signed by not less than fifty-one percent (51%) of Class A Members within a Neighborhood, the Class C Member, and sixty-seven percent (67%) of the First Mortgagees. A termination must be approved by Loudoun County and recorded in the land records of Loudoun County in order to become effective.

Section 12.02 Amendment
For a period of no less than three (3) years after the recording of this Declaration the Cybertooth LLC (The Developer) shall have unilateral authority over the Association to govern, restructure, establish, alter and dissolve contracts; to utilize resources and manage associated services, and to create, alter or modify any other aspect of this Declaration, the Association and its possessions. It shall use these to introduce a new operational paradigm into the community, to reorganize the staff, to distribute their powers and their responsibilities; and to make amendments to this Declaration and governing and supporting documents in their entirety as it deems necessary and/or appropriate.

Authority exercised by The Developer shall be used only for the purpose of better supporting, protecting, learning, clarifying and defending the Constitutional purpose of this New Covenant, and to implement all Provisions and requirements, including those which are appropriate that are requested by the Federal Mortgage Agencies or the County of Loudoun, Virginia, as a condition of approval of the documents by the execution and recordation of such amendment following Registered Notice to all Owners.

Following this three (3) year period, or to make any amendment which is not one required by such agencies, any amendment shall be accompanied by a document signed by not less than sixty-seven percent (67%) of the Class A Members, the Class C Member, and the Association, and evidence of the approval required in Article X above. Any amendment must be recorded in the land records of Loudoun County in order to become effective.

The authority of The Developer over the Association shall cease after both the minimum three (3) years duration has expired and trustees understand and actively adhere to the limits and observations of the New Covenants for at least two years. Once these conditions are met The Developer shall step away, voluntarily dissolving their influence. If after a reasonable period The Developer has not stepped away voluntarily the Association may call for its forced dissolution through a 2/3 vote by Neighborhoods enumerating and affirming that the unconstitutional authority issues of the Association have been resolved.

REMEMBER: The majority has no authority over the minority regarding their sovereign rights nor may the majority speak for the minority; this same holds true for the minority over the majority. That said, it is within the authority of the majority to modify operation and behavior of the Association, Neighborhoods and other legal bodies so long as constitutional protections are not interfered with and such foundational principles are preserved in new business processes (laws).

Section 12.03 Enforcement
The Association (while serving on behalf of developing Neighborhoods), established Neighborhoods, the Developer, any Owner, or First Mortgagee, as their interests may appear shall have the right to enforce, by any proceeding at law or in equity, all standards, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce
any covenants or standards herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 12.04 Management Contracts**
Until such time as the Class C membership expires, the Cybertooth LLC shall operate as Developer, and shall have the right to enter into professional management contracts for the management of the Properties; Provided however, that such contracts, shall not be for more than (3) years, and the Association shall have the right to terminate such contracts, without cause, upon ninety (90) days written notice given to the other party, or upon the expiration of the rights of Developer as set forth in the definition of “Developer” found in Article II and Article XII, Section 12.02.

**Section 12.05 Limitations**
As long as the rights of Developer remain in effect (see Article XII, Section 12.02 for details) the Association may not use its financial resources to defray any costs or oppose the activities of the Developer. Nothing in this Section shall be construed to limit the rights of Members to act individually or in affiliation with other Members or groups.

**Section 12.06 Severability**
Invalidation of any one of these covenants or protections by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 12.07 Conflict**
In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents are found to be in conflict with statute, the statue shall control – remembering that the U.S. Constitution and its statutes reign supreme.

**Section 12.08 Interpretation**
Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; the use of the term “including” shall mean “including, without limitation;” and the term “example” or “illustration” shall mean without limitation. This Declaration shall be liberally construed in favor of the citizens of these United States as originally envisioned by our Founders which is to establish in its design the very freedoms and rights given by God; all other interpretations shall be liberally construed in favor of the Neighborhoods then the Association to effectuate the purpose of protecting and enhancing the protection of civil rights, then the value, marketability and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.
Article XIII. Dissolution of the Association

The Association may be dissolved or/and removed from any Neighborhood served by a simple majority (fifty-percent plus one) of Class A members in each Neighborhood through written agreement demanding its dissolution. Because it is the right of the people to easily dissolve the Association it is imperative that the its officers do their best to serve the community and protect citizens’ rights and liberties. The Association may continue to exist so long as it remains associated with at least one Neighborhood.

Prior to the dissolution of the Association, other than incident to a merger or consolidation, assets of the Association shall be offered to the authority that is to replace the Association, to the appropriate Neighborhoods or to Loudoun County if there is no more appropriate receiver. In the event that the receipt of all or part of the assets is refused, that which is not accepted otherwise shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization(s) devoted to similar constitutional purposes as deemed appropriate/approved by the Constitutional Bodies that have until recently or are associated with the Association.

Prior to the dissolution of the Association, Neighborhoods shall identify what shall be done with the Supplementary Declarations that define them as nonprofit non-stock corporations. The most likely options include but are not limited to: dissolving the Neighborhood as an organization, attaching it to another Constitutional Association or placing it in the care of a local legal entity such as a church or other active organization for caretaking where the Neighborhood may exercise its voting authority while retaining its autonomy.

IN WITNESS WHEREOF, the Developer, ASHBURN FARM PARTNERSHIP, has caused this Declaration to be duly executed this _____ day of _____________, ______.

ASHBURN FARM PARTNERSHIP
By: ___________________________________
General Partner

STATE OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid whose commission expires on the ______ day of ________ , ______, do hereby certify that ______________________, as, General Partner of ASHBURN FARM PARTNERSHIP, whose name is signed to the foregoing Declaration of Covenants and Authority, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of ______________________, ______.

<insert notary public name>
Notary Public
EXHIBIT A. Map of the Real Property in Loudoun County, Virginia

A clear, easily readable map of the affected region will be inserted here.
One must first be obtained.

Lots One (1) through Thirty-nine (39), inclusive, and Parcels A and B, Section One (1), Block Four (4), ASHBURN FARM, as the same are duly dedicated, platted, and recorded in Deed Book 974, at page 207, among the land records of Loudoun County, Virginia.
EXHIBIT B. Development Limits

A clear, easily readable map of the development limits will be inserted here. One must first be obtained.

Insert the original map of the total of potential land which was to become a part of the Properties here.
EXHIBIT C.  Justification

Section 13.01  Open Borders
Freedoms defined in the U.S. Constitution prohibit states from limiting citizens’ ability to freely move between them and taking their property with them. States are also prohibited from establishing tariffs on interstate commerce or interfering with the free exchange of merchandise. They are therefore prohibited from setting up fences, fees and barricades which would inhibit citizens from exercising their rights. In short, real property purchased with tax money (money belonging to the people) is to remain available and accessible to the people except where the explicit purpose of the land-use necessitates such restrictions (IE: as in the case of a military post).

Such freedoms also extend to all citizens when discussing Common Area property. These are public lands purchased with tax-payer money and are thus protected by the same constitutional rights; so, Association and Neighborhoods are strongly encouraged not to allow the creation of fenced or gated communities. However, communities are within their rights to create such barriers in order to protect and defend themselves, though the threat necessitating such a response should be significant.

Section 13.02  The Average Age of Farmers
The pushing outward of farms from neighborhoods and the offending nature of new regulations has also pushed away local farmers from local neighborhoods. This has caused a disturbing trend where children of farmers no longer want to be farmers and made it difficult for the new generation to prepare to become farmers. This has caused the average age of farmers to rise from 50 to 60 years old in just the past 30 years. What happens in another 20 years when the vast numbers of those farmers retire? Is your local community training its share of the next generation of farmers? Does your local community support the FFA or even know what the FFA is? In case you are unaware, it stands for Future Farmers of America (now known as the National FFA Organization) and is a leading organization teaching agriculture education. It emphasizes the value of hard work, an honest living and leadership; but how many youth today have an agriculture education, desire to enter the agriculture industry and can afford the equipment it requires? It is an extraordinarily small number. We must fight against regulations that ostracize farms and ranches to the outskirts of cities and towns and encourage them to return.

Working together, HOAs and community planners can create attractive and functional farmland on local public property, creating grand landscaping designs comprised of food producing trees and harvestable crops, or doing things such as growing lumber or food on the land between divided highways. Mistakes will be made in the designs as we learn but we can get it right if we don’t give up. The benefits are long-term since we would more effectively utilize public resources for the public good; and if done right, money earned on public land can be spent on improvements elsewhere saving taxpayers money.
TO DO

• Throughout this document remind owners that they are really not owners of their property but caretakers of; taking care of it for God and future generations.

FUNDAMENTAL FACTS:

• Actions are not wrong because they are illegal, having been defined so within laws, they are illegal because they are wrong as defined so by God within the Bible.

• If a person can be fined or otherwise punished for violating rules rather than for interfering with another person’s rights then their own rights are being violated by the entity that assumes authority over them. This is the arrogance of man assuming self-righteous authority over Christ’s gift of Grace.

• If we cannot discuss Christ Jesus and His gift of Grace then we cannot honestly discuss the Constitution and its reason for existing, nor can we define or properly wield the authority government officers are provided.

• Every ARB rule, governing edict by the Association and every community standard is perfectly acceptable as a loose agreement where it is the honor of those making such agreements that binds them. However, once laws are empowered to exact punishments for violations then laws are given authority over men and are therefore unacceptable. It is only a person’s honor and integrity that obligates them to obey the conditions and regulations of the Association.

• No government entity has the power to fine or punish those who violate laws that do not violate the rights of others, not even Congress. The fundamental responsibility of Congress and all government entities is to “secure the Blessings of Liberty” thus it too is prohibited from infringing on the rights of the people.

• US Military organizations such as the Army, Navy, Air Force and Marines shall be invited to every major event held by the HOA at no cost to government and accepting no fee or kickback from them. They shall be afforded prominent places to promote military service, time to speak and to invite the youth to serve others.

• Push to restore the teaching of biblical principles within schools and encourage the teaching of the original values of our nation throughout lower education.

• Farming, animal husbandry and military service shall be encouraged by trustees.

• Knowledge of history and the greatness of America shall be elevated by trustees.

• Defend home schooling. Defend parents against overpowered school boards.

• Free Enterprise is the free and unhindered exchange of goods and services, and real-estate is a commodity guaranteed to be freely exchanged.

• Tragedy of the Commons – the overuse of abundant resources simply because they are abundant which causes them to become scarce and/or other problems (EX: fuel subsidies, food (starvation vs obesity), etc.).

• Watch for and defend against the weaponization of government organizations such as the IRS, FBI, FDA and EPA.

BASIC PRECEPTS:

1. The majority has no authority over the minority.

2. The majority cannot speak for the minority.