FIRST RIVER FARMS HOMEOWNERS' ASSOCIATION

RULES, REGULATIONS AND POLICY MANUAL

Incorporated by resolution of the First River Farm Board of Directors – UPDATED SECTION 4-1 EFFECTIVE June 20, 2016

EFFECTIVE DATE: January 1st, 2011

Approved by the First River Farms Board of Directors by resolution on 11-09-2010; Updates to Section 4-1 approved by the FRF BOD by resolution on 6-20-2016.

This document supersedes the July 2005 edition and all other previous rules documents.

First River Farms Homeowner's Association (HOA)
Welcome to our Neighborhood

October 2010

To: Owners, Residents, and Tenants of First River Farms

From: The Board of Directors of First River Farms HOA

Subject: Updated Association Rules, Regulations and Information

Dear Neighbor,

The Board of Directors of First River Farms Homeowner's Association, along with the Rules Committee, has spent the last year updating the Association's Rules, Regulations and Information. The rules were last updated in 2005 and needed to be updating to account for new procedures for architectural review, landscaping design changes, and other issues.

The Association's rules serve as a guideline to maintain community safety and retain the aesthetic and property value of our neighborhood. The Board of Directors is not a police force – we are your elected neighbors but will make every effort to ensure that the Association's rules are followed. The HOA and its BOD are not responsible or liable for injuries, damages or costs incurred by a homeowner resulting from the failure to follow association rules.

The 2011 Rules, Regulations, and Policy Manual is a significant revision of previous versions, and should be fully reviewed by all homeowners and tenants. We believe these rules will serve as a good guideline for managing and maintaining our properties in a safe and preserve the special character that makes our neighborhood the best in the area.

Sincerely,

John Bussolari
President
First River Farms HOA

NOTE TO ABSENTEE OWNERS AND LANDLORDS

1. Please keep the community management company, Select Community Services (SCS), as well as the Board of Directors updated with good contact information, to include a mailing address, phone number, and email address. By having this information on file, we can be sure you get the latest information on community issues. You can send your information to us via our website, www.riverfarms.org .

2. You are required to inform the Management Company upon the arrival of any new tenant(s) so they may be provided a complete copy of the Rules and Regulations. The charge is $20.00 for each hardcopy sent to the tenant; however, copies can be downloaded from the First River Farms web page at no cost (www.riverfarms.org). Additionally, the Management Company can deliver a copy to the new tenant on a 3.5 inch disk or CD for the cost of the media and postage.

Management Company Contact Information:

Select Community Services (SCS)

General Phone Number: 703-632-2003
Fax: 703-632-5380
Customer Service X281
Bookkeeping X320
Maintenance X296
Internet: www.scs.management.com

A NOTE ON GRANDFATHER CLAUSES:

There is no grandfather clause. Any and all non-compliance with current rules and regulations must be submitted to the Board of Directors for an "After the fact" acceptance or rejection.

Existing exemptions and/or approval of deviations from existing rules and regulations on file with SCS and the Board of Directors shall stand.

TABLE OF CONTENTS

SECTION I: THE ASSOCIATON

1-1. NATURE OF THE ASSOCIATION 8

1-2. THE DECLARATION 8

1-3. THE BY-LAWS & RESIDENT RULES & REGULATIONS 8

1-4. BOARD OF DIRECTORS 9

1-5. COMMITTEES 10

1-6. RIVER FARMS CONSERVANCY 11

SECTION II: STANDARD PROCEDURES

2-1. EXTERIOR DESIGN CHANGE 12

2-2. LANDSCAPING DESIGN CHANGE 17

2-3. RULE VIOLATION COMPLAINT & DUE PROCESS 17

SECTION III: DUES & ASSESSMENTS

3-1. DUES & ASSESSMENTS 23

3-2. DELIQUENT OF ASSESSMENTS 24

SECTION IV: MAINTENANCE, PAINTING AND LANDSCAPING

4-1. COMMUNITY PAINTING 25

4-2. LANDSCAPING SERVICES 26

4-3. TREE CARE AT RIVER FARMS 27

SECTION V: RULES AND REGULATIONS

5-1. EXTERIOR DESIGN AND LANDSCAPING CHANGES 29

5-2. TRASH REMOVAL 29

5-3. PETS & ANIMALS 30

5-4. VEHICLES 32

5-5. MOPEDS, DIRT BIKES, AND FOUR-WHEELERS 33

5-6. PARKING 34

5-7. TOWING 35

5-8. ANTENNAS & WIRES 36

5-9. AWNINGS & SUNSHADES 36

5-10. CLOTHESLINES 37

5-11. PET SHELTERS & DOGHOUSES 37

5-12. STORM I SCREEN DOORS 37

5-13. WINDOWS 37

5-14. FENCES 38

5-15. AIR CONDITIONERS I FANS / CLIMATE CONTROL SYSTEMS 39

5-16. EXTERIOR ACCESS & APPEARANCE 39

5-17. WOOD STORAGE 39

5-18. DECKS 40

5-19. ATIC VENTILATORS 40

5-20. GRADING 40

5-21. GRILLS & BARBEQUES 41

5-22. LIGHTING 41

5-23. SEASONAL DECORATIONS 41

5-24. PLANTS, TREES & GARDENS 42

5-25. PLAY EQUIPMENT 42

5-26. SHEDS AND STORGAGE LOCKERS 42

5-27. SIGNS 42

5-28. SECURITY GRILLS, GRATES AND GATES 43

5-29. SOLICITATION & YARD SALES 43

5-30. CHILDREN & PLAYGROUNDS 44

5-31. FIRE PREVENTION 44

5-32. DISTURBING NOISE & NUSANCES 44

5-33. ROOFS, CHIMNEYS, & GUTTERS 45

APPENDIX

A. EXTERIOR DESIGN CHANGE APPLICATION FORM 46

B. RULES VIOLATION COMPLAINT FORM 48

C. HANDY PHONE NUMBERS 49

D. SPECIAL RULES FOR ANTENNAS AND SATTELITE DISHES 50

SECTION I: THE ASSOCIATON

1-1 THE NATURE OF THE ASSOCIATION

1-1.1. The First River Farms Association is the homeowners association that owns, operates and maintains common properties and services in the 197 home areas of River Farms, a residential development in the Mount Vernon District, County of Fairfax, and Commonwealth of Virginia. The Association is a private, not for profit membership corporation.

1-2 THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1-2.1. By virtue of documents signed at closing by the homeowner, every lot owner in the 19.5-acre area is automatically a member of the First River Farms Homeowner's Association under the Declaration of Covenants, Conditions and Restrictions recorded with Fairfax County for the First River Farms area (hereafter referred to as *the Declaration*). Every owner has the rights and obligations in the Association as described in the Declaration and as subsequently established by the owners themselves in accordance with the Declaration. A copy of the Declaration, Conditions and Restrictions will be made available to you upon request to the Association's management firm at cost to the homeowner. They can also be downloaded for free at www.riverfarms.org.

1-2.2. The Association's common property is approximately 7.6 acres of streets, parking bays, and open areas abutting individual homeowner lots. Historically, the developer gave the common property to the Association. The Association maintains the common property with Association funds derived from mandatory assessments paid by the homeowners to the Association. The Declaration for First River Farms was designed to offer the Association's governance system long-term stability. Amendment of the Declaration requires ninety percent of the total Association votes, except at certain 20 year and 10 year extension dates when seventy-five percent can amend the Declaration.

1-3 THE BY-LAWS & RESIDENT RULES & REGULATIONS

1-3.1. The Association's operations are also subject to its By-laws and to the policies set forth in the Resident Rules and Regulations. A copy of the By-laws and the Resident Rules and Regulations will be mailed to you if requested from the Association's management firm at a cost of approximately $15.00, after 31 Jan. 2011. Homeowners who are landlords are responsible for informing tenants of the community rules and regulations. Hard copies of those documents must be made available to their tenants; however, anyone can download them for free at www.riverfarms.org.

1-3.2. The By-laws may be amended by the Association membership as specified therein. The policies outlined in the **Resident Rules and Regulations are amended by resolution passed by a majority of the Board of Directors**.

1-4. THE BOARD OF DIRECTORS

1-4.1. The Board of Directors, through its elected officers and appointed committees, manage the Association's operations. All of the work done by these individual homeowners is voluntary. For a listing of all current Board and Committee members, go to our community web site at www.riverfarms.org.

1-4.2. The Board meets the second Monday of each month at 7:00 p.m. in the multi-purpose room at the Mount Vernon Government Center, 2511 Parker's Lane.

1-4.2.a. An "open forum" period is reserved at the beginning of the meeting to hear resident remarks or petitions. Those wishing to voice their concerns to the Board should be at the meeting no later than 7:00 p.m..

1.4.2.b. Each resident is allowed a minimum of five minutes to discuss any issue they may have during the open forum segment.

1.4.2.c. Homeowners are urged to confirm with the management company or a member of the Board of Directors the time, date and place of any board meetings you wish to attend. **Announcements of Board meetings will be sent to all residents by e-mail (if they have provided the HOA with their email) and be posted on the community website, www.riverfarms.org .**

1.4.2.d. Board meetings are open to the public with two exceptions.

(1) At times, the Board will enter into an executive session to discuss sensitive matters pertaining to specific residents, collections, properties, contract negotiations, and other delicate topics.

(2) All Hearings (addressed in 3-3) are closed, unless directed by the Board of Directors.

1.4.3. While residents have the opportunity to speak their minds during the "open forum" segment, board meetings are for the conduct of board business. Residents observing the open session of the remaining board meeting may only speak if invited to do so by the officer presiding over the meeting, normally the President.

1-5 ASSOCIATION COMMITTEES

1-5.1. There are six committees used by the First River Farms to aid in conducting the business of the association. Normally, these committees are chaired by an active member of the board, and consist of both board members and members of the association. The six committees are:

- Environmental Design Committee
- Grounds Oversight Committee
- Rules Committee
- Neighborhood Watch Committee
- Welcome, Outreach, and Communications Committee
- Nominating Committee

1-5.2. **Environmental Design and Grounds Oversight Committees**. Through these Committees, the Association establishes and enforces procedures and standards for the design of and use of common areas as well as for individual properties. Their mandate is to enforce community standards, protect property values, and conserve the quality of the living environment for all owners as provided for in the Declaration. In accordance with them, the Committee has developed, and the Board has adopted the Environmental Design/Land Use Guidelines (see 2-1).

1-5.3. **The Grounds Oversight Committee.** It is a sub committee of the Environmental Design Committee. With approval by the Board of Directors, this committee is responsible for letting and supervising the landscape contract. The scope of its duties includes the recommendation and oversight of grounds improvement projects, landscape maintenance, and snow & ice removal. The schedule of services performed during the current year is available on the association website, www.riverfarms.org.

1-5.4. **Rules Committee**. The Rules Committee is composed of board and association members. It convenes, as required, to review and update community rules.

1-5.5. **Finance Committee.** The Finance Committee is responsible for developing the Association's annual budget, monitoring monthly financial reports from the Management Firm, and reviewing the annual audit report. The Committee also recommends to the Board of Directors secure investments for funds set aside for major repairs, capital improvements, and reserves.

1-5.6. **Neighborhood Watch Committee.** The Neighborhood Watch Committee’s number one priority is community safety. It focuses on getting critical information distributed into the neighborhood on the threats of neighborhood crime and safety tips. It maintains a close relationship with the Fairfax County Police Department, and disseminates information and safety tips

to the community. This committee also advises the Board on community safety issues such as traffic safety.

1-5.7. **Welcome, Outreach, and Communications Committee**. This committee is responsible for establishing a bridge between the Association's Board of Directors and the other members of the Association. It ensures that information about important community meetings, issues, and events is efficiently distributed through the neighborhood. In addition, it is charged with welcoming new residents to the neighborhood.

1-5.8. **Nominating Committee.** This is an ad hoc committee formed, as needed, to develop a slate of nominees for election to the Association's Board of Directors.

1-6 RIVER FARMS CONSERVANCY

1-6.1. The River Farms Conservancy manages the swimming pool, tennis courts and some adjacent common areas. This is a separate organization with a separate dues structure. Any issues surrounding the pool or tennis court, such as passes, keys, maintenance, etc., must be referred to the Conservancy at:

RIVER FARMS CONSERVANCY, INC. C/O
GENUS REALTY MANAGEMENT, INC. P.
O. BOX 1387, SPRINGFIELD, VA. 22151
PHONE: 703.321.0007 FAX: 703.321.9490

The Board of Directors and the Association do not have oversight or jurisdiction over these areas. For questions concerning the Conservancy, contact a Conservancy Board Member. Check out the "Pool and Tennis" page on the community website, www.riverfarms.org. for general information about the pool and tennis courts including pool rules and pool pass information.

SECTION II: STANDARD PROCEDURES

Basic control for maintaining the quality of design is through the Declaration of Covenants, Conditions, and Restrictions for First River Farms. The Declaration is binding on all homeowners, homeowner residents, or their tenants and must be fully understood. The Declaration assures all residents that the standards of design quality will be maintained to enhance the community's overall environment and protect property values.

The HOA uses standard procedures to enforce the Declaration to maintain community safety and retain aesthetic and property values in our neighborhood. First River Farms uses the Environmental Design and Grounds Oversight review committees and the rules violation process outlined in the following pages to ensure a harmonious, quality development as the community matures. These

procedures provide a middle ground between private interests of the homeowner and the broader interests of the community.

2-1. EXTERIOR DESIGN CHANGE GUIDELINES & PROCEDURES

2-1.1. The Declaration establishes an Environmental Committee in the Association and requires the Committee's prior approval of any change to the exterior of a property, including, but not limited to; landscaping design, the addition of a storm door, shed, deck, fence or doghouse. The stated purpose is to preserve and enhance property values and to maintain a harmonious relationship among structures, landscaping design and community architecture.

2-1.2. The Environmental Committee is charged with conducting the review of all applications for exterior changes and to render its decision to the applicant, in writing, within 30 days of receipt of the application. The 30-day clock doesn't begin until all required documentation has been received and/or any questions posed by the committee have been answered. If an application is denied, the applicant may appeal to the Board of Directors. The Board may reverse or modify the Committee's decision by a majority vote of the Directors.

The guidelines to follow are the procedures and standards applied by the Committee and the Board to assist the Association and its members in the design review process, as specifically required in the Declaration. We hope that these Guidelines serve as a tool that allow you to plan for the full and free use of your property in a manner that is consistent with the aesthetic and harmonious development of our community.

2-1.3. ***An exterior change made without the required prior approval of the Environmental Design Committee or the Board of Directors (in the event of an appeal) constitutes a violation of the Declaration of Covenants, Conditions and Restrictions, and may result in the imposition of fines or other sanctions as determined by the Board of Directors.***

2-1.4. ***WHAT MUST HAVE ENVIRONMENTAL COMMITTEE APPROVAL***

2.1.4.a. The Environment Design Committee's prior approval is required for any change in the exterior of a property. Section VI-3, of the Declaration, states the requirement as follows:

> "*No building, fence, wall, residence, structure or projection from a structure (whether of a temporary or permanent nature and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained, improved or altered without the prior written approval of the Environmental Committee. Nor shall any grading, excavation, landscaping, tree removal, planting, change of*

exterior color or other work which in any way alters the exterior appearance of the lot or improvement thereon be done, without the prior written approval of the Environmental Committee ... "

2-1.4.b. (revised) The design review requirement applies to every townhouse property and common areas. ***Changes made in the backyard that are not visible from the common area may be made without Committee approval. Should changes be made in the backyard while the fence is up and then the fence is removed, "after the fact" requests for the changes may be required.***

2-1.5 ***APPLICATION FOR APPROVAL OF EXTERIOR DESIGN CHANGES***

2-1.5.a. To apply for an exterior change, fill out the form titled "Application for Approval of Exterior Design Change" found in Appendix A of this document or at http://www.riverfarms.org. Include full details as required by the form.

2-1.5.b. If the change is structural, fencing, or grading, please submit a sketch or plan, and provide as much information on specifications and materials to be used as possible.

2-1.4.c. Mail, Email, fax, deliver, mail a legible application to the Association's management firm, SCS Management.

2-1.4.d. All applications must be legible, and include the homeowner's name, address, phone number, and if possible, email address.

2-1.4.e. The Environmental Committee is charged with conducting the review of all applications for non-landscaping exterior changes and rendering its decision to the applicant within 30 days of receipt of an application.

2-1.5.f. If an application is denied, the applicant may appeal to the Board of Directors. The Board may reverse or modify the Committee's decision by a majority vote of the Directors.

2-1.5.g. To file an appeal with the Board of Directors, contact the SCS community property manager. SCS will forward all the details of the appeal to the board for a review at the next available board meeting. Be sure to provide a statement of your grounds for appeal. Residents are encouraged to present their appeal in person at the board meeting. You can contact the SCS property manager at www.riverfarms.org or www.scs-management.com

2-1.5.h. ***DO NOT PURCHASE BUILDING MATERALS OR ENTER INTO A CONTRACT IN ANTICIPATON OF APPROVAL BY THE COMMITTEE. WAIT UNTIL YOU HAVE RECEIVED A WRITTEN APPLICATION APPROVAL NOTICE FROM THE COMMITTEE OR MANAGEMENT COMPANY PRIOR TO PURCHASING MATERIALS****.***

2-1.6 ***REVIEW CRITERIA FOR EVALUATING APPLICATIONS FOR CHANGE***

The Committee's decision is not based on personal opinion or taste, but upon the following criteria:

2-1.6.a. **Validity of concept.** The basic idea of the exterior change must be sound and appropriate to its surroundings, and meet all established building code standards.

2-1.6.b. **Landscape and environment**. The exterior change must not unnecessarily destroy or blight the natural landscape or the achieved man made environment.

2-1.6.c. **Protection of neighbors.** The interests of neighboring owners and users must be protected by making responsible provisions for such matters as access, surface water drainage, sound and sight buffers, the preservation of views, light and air, and other aspects of design, which may have substantial effects on neighboring property. *For example, fences may obstruct views, breezes or access to neighboring property; decks may cast unwanted shadows on an adjacent patio or infringe on a neighbor's privacy*. That's why all external design changes require your neighbor's approval on the design change request.

2-1.6.d. **Design Compatibility**. The proposed changes must be compatible with the design characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as harmony in style, scale, materials, and color and construction details.

2-1.6.e. **Scale**. The three dimensional size of the proposed change must relate satisfactorily to adjacent structures and its surroundings. For example, a large 5-foot wall along the front sidewalk of your property would violate this principle.

2-1.6.f. **Materials**. Continuity is established by use of the same or compatible materials as are used in the existing house. For example, if no fence encloses it and it is visible to the community, an added storage shed in a patio should be made of wood or brick similar to that used in the community.

2-1.6.g. **Color**. Color may be used to soften or intensify visual impact. The color of storm door/screen doors must match the entrance door color and shutters (if any). The color of window trim should match the adjacent color of the house trim.

2-1.6.h. **Circulation**. Where, and as needed, appropriate provision must be made for pedestrian access, servicing, and parking for all users including, where applicable, the handicapped, the very young and the elderly.

2-1.6.i. **Workmanship**. Workmanship is another standard which is applied to all exterior changes. The quality of work must be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. The Association assumes no responsibility for the safety of new construction by virtue of design or workmanship.

2-1.6.j. **Timing**. A property change may be built or installed either by the residents themselves or by a contractor, whatever is allowed by local codes and regulations. However, projects which remain uncompleted for long periods are visually objectionable and can be a nuisance and a safety hazard for neighbors and the community. All applications must include a proposed maximum time from start to completion of construction. If the proposed time is considered unreasonable, the Committee may disapprove the application.

2-1.7 **C A U T I O N! There are numerous gas, water, cable, telephone and electric lines in your front and backyards. Your safety, as well as that of your family and neighbors, should be a prime consideration whenever you are working in your yard.**

2-1.7.a. To have utility lines (water, gas, telephone, electric and cable) located and marked, call MISS UTILITY at 1-800-257-7777. Lines will normally be marked within 48 hours of your call (not including Saturday or Sunday)

2-1.8 ***EXTERIOR DESIGN CHANGE REVIEW PROCEEDURES***

The Committee considers the exterior design change application and any data or comments received from, or presented at a meeting by immediate neighbors and other members (if such a meeting is called) when making its decision. The more information the committee has, the better and more rapidly it can make a decision on the application.

2-1.8.a. After review and discussion of the application, the Committee acts on the application by either:

(A) Approving the application as submitted

(B) Approving the application with conditions, specified in the approval notice

(C) A request to the applicant for further information or a meeting

(D) Tabling the application for the stated reasons until the next regular committee or board meeting if it falls within the 30-day decision limitation

(E) Disapproval of the Application. Any application not approved as submitted will receive a Committee statement with the reasons for disapproval.

2-1.8.b. The Committee records approval or disapproval on the Committee copy of the application form, including the names of the reviewing Committee members. This approval or disapproval is submitted to SCS management on the SCS application approval/disapproval form.

2-1.8.c. SCS Management will give the applicant notice in writing of the Committee's decision.

2-1.8.d One copy of the application will be returned to the applicant and one copy will remain in the permanent file of the Management Firm's office.

2-1.9 ***VERIFICATION INSPECTION PROCEDURES***

2-1.9.1. In some cases, the Committee may wish to inspect the work under construction and upon completion. The purpose of the verification inspection is to ensure that the exterior design change is in accordance with the application submitted to the committee, and that it meets all community standards as outlined in the rules and regulations.

2-1.9.2. The Committee may request the applicant to correct any noncompliance with the design should it fail to conform to the approved application. This request will be made to the homeowner in writing, and will describe the precise actions that must be taken or corrections required in order to come into compliance with the application on file and/or community standards.

2-1.9.3. A violation may require removal or modification of the work at the expense of the property owner, or payment of damages.

2-1.9.4. Appeal Procedure. If the applicant disagrees with the decision of the Committee in either its review or inspection stages, he/she may appeal to the Board of Directors. The appeal procedures for an inspection finding are the same as those outlined in Section 2-1.4.g.

2-2. LANDSCAPING DESIGN CHANGE GUIDELINES & PROCEDURES

The process for changing the design of landscaping visible on homeowner lots follows the same practice and approval procedures as an exterior design change. Applications are sent to Environmental Design and Grounds Oversight Committees

2-3. RULE VIOLATION COMPLAINT & DUE PROCESS PROCEDURES

In any community with nearly 200 homes, it is inevitable that rules will be broken. Some rules that seem trivial or unimportant to some individuals can be extremely important to others. ***The first line of defense for rule violations is constructive communication between neighbors to try to work issues out without involving the Association.*** However, there are times where an official complaint may be the only way to resolve a situation.

2-3.1 Rule Violation Complaints

2-3.1.a. Any homeowner, tenant, managing agent, or board member who requests that the Board take action to enforce the Association's Declaration, Bylaws and Rules and Regulations shall complete, date and sign a complaint form provided by the management agent. This may also be submitted by email. The sending of the email constitutes a digital signature in this case.

2-3.1.b. Complaint can also be filed electronically via the Association website at www.riverfarms.org, on the “Rules and Regulations” page.

2-3.1.c. The Complaint shall be submitted to the management agent for a determination as to whether it appears that the Association's Declaration, Bylaws or Rules and Regulations have allegedly been violated.

2-3.1.d. The management agent shall then inform the board of directors of the complaint. The board of directors will direct that the management company take action (such as a demand letter), seek legal counsel, inform county authorities, or other actions as it deems appropriate.

2-3.1.e. Complaints that involve activities that are illegal in nature, such as trespassing, fighting, loud noises, illicit drugs, theft, and other crimes should be immediately reported to the Fairfax County Police Department.

The Homeowner's Association is not capable of intervening in these types of cases.

2-3.2. Demand Letter

2-3.2.a. If determined appropriate, the Board of Directors will direct SCS Management to send a written demand letter that shall specify the alleged violation, the action required to abate the violation, and a date usually not less than ten (10) days after the date of the demand letter by which the alleged violation must be remedied.

2-3.2.b. When the violation may constitute a health, safety or fire hazard, demands may be made to remedy the violation within twenty-four (24) hours. These complaints will be handled in the most expeditious manner.

2-3.2.c. Demand letters shall be sent by first class mail or shall be hand-delivered to the lot owner at the owner's lot address, or if not owner occupied to the address provided to the Association, or to the lot's address if a tenant occupies the lot address.

2-3.2.c. The demand letter shall state that if the violation is not remedied, the alleged violator must make a written request for a hearing before the Board of Directors to avoid imposition of charges. The letter shall also state that if no hearing is requested by a specified date, the owner will be deemed to have waived the opportunity for a hearing and rules violation charges may be assessed. This may be appealed if the homeowner is unable to respond to the demand letter.

2-3.2.d. The demand letter may be combined with the notice of hearing referenced in Section 2-3.3 if it is of a serious nature or if previous notices of violation have been sent to the owner.

2-3.3 Notice of Hearing

2-3.3.a. If the alleged violation is not remedied by the date specified in the demand letter referenced in Section 2-3.2 and/or the Board of Directors determines a hearing is necessary, a notice of hearing shall be sent, unless a hearing was already requested by the homeowner.

2-3.3.b. Notice of a hearing shall be hand delivered or mailed by registered or certified United States mail, return receipt requested, at least fourteen (14) days in advance of the hearing to the lot owner at the address, which the lot owner is required to provide to the Association.

2-3.3.c. The Notice of Hearing letter may be combined with the demand letter as specified in Section 2-3.2.

2-3.3.d. The notice of hearing shall specify the following:

(1) The time, date and location of the hearing.

(2) That the lot owner and tenant, if applicable, shall be given an opportunity to be heard and to be represented by counsel (arranged for by and at the owner or tenant expense) before the Board of Directors.

(3) The alleged violation, citing provisions of the Association's Declaration, Covenants, Bylaws or Rules and Regulations, which allegedly have been violated.

(4) The potential charges or penalties for violation of the Association's Declaration, Bylaws and Rules and Regulations, which may include assessment of up to Fifty Dollars ($50.00) for a single offense or Ten Dollars ($10.00) per day for any offenses of a continuing nature or such greater amounts as may be authorized by the Virginia Property Owners' Association Act, and/or the suspension of an owner's (and any tenant's) right to use facilities or services offered by the Association until the offense is cured and/or ceased.

2-3.3.e. After proper notice has been given, if the lot owner fails to appear at the hearing or if none is requested, a hearing or executive session meeting may continue as scheduled. During this session, the Board of Directors may assess charges from the final compliance date of the letter or take such other action as may be authorized by the Association's Declaration, Bylaws or Rules and Regulations.

2-3.3.f. Upon receipt of a Notice of Hearing, the homeowner may waive their right to a hearing by contacting SCS management. The Board of Directors may decide to proceed with a closed hearing to consider evidence and testimony before making a final decision on the violation allegation.

2-3.4 Hearing Procedures

2-3.4.a. The hearing shall be scheduled at a reasonable and convenient time and place within the discretion of the Board of Directors. Normally, hearings are held 30 minutes before the regularly scheduled board meeting on the second Monday of the month at 6:30 pm.

2-3.4.b. The Board of Directors, within its discretion, may grant a continuance. If the lot owner for which the hearing is scheduled requests

a continuance to a different time or date, no further notice shall be required.

2-3.4.c. The hearing is generally informal and is not conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the alleged violator with an opportunity to present their side of the story to the board.

2-3.4.d. Homeowners or tenants may choose to have legal representation at the hearing to make their case for them. However, it is the responsibility of the homeowner to arrange, as well as pay for, any legal representation for the hearing date.

2-3.4.e. During the course of the hearing, Members of the Board of Directors shall have the right to:

(1) Call, examine, and cross-examine witnesses

(2) Introduce testimony and evidence into the official record

(3) Rebut testimony and evidence, all within reasonable time limits imposed by the presiding officer.

2-3.4.f. During the hearing, the alleged violator has the right to:

(1) Call, examine, and cross-examine witnesses.

(2) Introduce testimony, documents, and evidence into the official record.

(3) Rebut testimony and evidence, all within reasonable time limits imposed by the presiding officer.

(4) Remain silent or decline to answer questions of the board

(5) Ask to be excused from or end the hearing at any time

2-3.4.g. Presiding Officer. The President of the Board of Directors presides over the hearing, and controls the time allotted to each side for discussion. Should the President be unable to attend the hearing, the presiding officer will be the Vice President. Should both be unavailable, the Treasurer will have the option to proceed as the presiding officer, or reschedule the hearing to a later date.

2-3.4.h. Hearings will last not more than 30 minutes, unless this time cap is waived by the presiding officer.

2-3.4.i. If it is determined that significant additional time is required, the presiding officer may elect to recess the hearing to reconvene at a later date.

2-3.4.j. Because rule violations are a private matter, the hearing shall be closed to other members of the association and the general public, unless an open hearing is desired by the accused and agreed to by the Board of Directors. If the hearing is closed, the presiding officer may impose a reasonable limit on the number of such persons who can be accommodated into the hearing room.

2-3.4.k. During the course of a hearing held, the Board of Directors, within its discretion, may afford those residents involved with the dispute or violation an opportunity to be heard within reasonable time limits.

2-3.4.L If the alleged violator acknowledges responsibility for the violation charge during the hearing, or does not wish to contest the alleged charge, the Board of directors may, in its discretion, dispense with a hearing after having afforded the alleged violator with an opportunity for a hearing.

2-3.4.m. Within thirty (30) days of the hearing, the Board of Directors shall notify the alleged violator of its decision in writing.

(1) If the homeowner is found to be in violation of the rules, the decision notice may include notification of the assessment of any charges, the date which those assessments shall accrue, and the due date for the charges.

(2) Monetary fines or charges shall not be due earlier than the date set forth in the demand letter, by which established the “no later than” date the violation was to cease or be corrected.

(3) The decision notice may include notification of the suspension of the owner’s use the Association common areas and facilities, which may include both visitor/guest and individual parking spaces.

2-3.5 Violation Records

2.3.5.a. The Board of Directors or the managing agent shall keep a copy of all correspondence relative to rules violations in the lot owner's file or in a separate file on rules violations. This will include the official record of any hearing held, which may contain documentation or photographs of rule violations.

2.3.5.b. Minutes of each hearing or meeting shall be kept and placed in the lot owner's file and appropriate Association files.

2-3.6 Assessment of Charges

2-3.6.a. Pursuant to Section 55-5 *13.B.* of the Virginia Property Owner's Association Act, any charges assessed for violation of rules after notice and hearing shall be in amounts authorized by the Act and shall be treated as an assessment against such lot owner's lot for the purpose of Section 55-516 of the Act regarding liens, and collection under the provisions of the recorded Declaration, the Bylaws, and adopted rules and regulations. Such amount also shall be the personal obligation of the homeowner.

2-3.7 Other Remedies

2-3.7.a. Section 2-3.6.a should not be deemed to require a hearing prior to assessment of rules violation charges if a hearing is not requested, prior to the use of other remedies, or to prevent the Association from exercising any other remedies authorized or available under the Virginia Property Owner's Association Act, the Association's governing documents or by law.

2-3.7.b. Suspension of use rights and/or assessment of charges shall not constitute an election of remedies, Remedies may be cumulative and include, without limitation:

(1) Suspension of voting rights of an Owner for any period during which an assessment against his Lot remain unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations a authorized by Article *Ii,* Section 1(b) of the Declaration.

(2) Suspension of a lot owner's rights to use the Association's recreational facilities during any period in which an assessment against his lot remains unpaid in accordance with Article II, Section 1(b) of the Declaration;

(3) Assessment of interest as authorized by Article IV, Section 1 of the Declaration

(4) The right of access to lots to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon for which a lot owner is responsible, after notice except in emergencies when no notice is required, at the expense of the owner, as authorized by Article V of the Declaration.

(5) Suit for damages or injunctive relief, including attorneys' fees, as authorized by Section 55-515.A. of the Act and Article X, Section 1 of the Declaration

SECTION III: DUES & ASSESSMENTS

3-1 DUES & ASSESMENTS

3-1.1. The majority of the First River Farms Homeowner Association's income is derived from homeowner assessments.

3-1.2. As of January 1, 2011, the assessment is $ 92.52 per month per home. This amount is subject to change at any time by a majority vote of the Board. The payment of assessments by the homeowner to the association is mandatory, and required by the governing documents.

3-1.2.a. Payment is due no later than the first (1st) of each month. Checks should be made payable to the order of First River Farms Association and mailed to;

First River Farms HOA
c/o SCS
Phoenix, AZ 85082-1163
Phone: (703) 631-2003

3-1.2.b. Any assessment payment not received within ten (10) days of the due date shall be termed **LATE** and a late charge shall be assessed.

3-1.2.c. If an assessment is more than thirty (30) days **LATE**, the account is now considered **DELINQUENT**, the Association's management firm is to automatically instruct the Association's attorney to file a lien. After 45 days, the Board of Directors may accelerate the remaining annual assessment and direct the attorney to initiate proceedings for collection.

3-1.3 Monthly dues pay for the following:

- Maintenance and paving of Clifton Farm Ct., LaFaye Ct., Carter Farm Ct., and Cedar Landing Ct. (Tiswell Dr. and Holland Road are maintained by the Fairfax County)

- Repair and replacement of common area sidewalks and curbing. (Homeowners are responsible for the sidewalk leading to their front doors)

- Exterior painting of homes. Homes in each section are painted once every four years, unless otherwise decided by the Board. Painting is covered in section 4-1.

- Front lawn care and landscaping of common property. An outline of the current lawn care maintenance schedule can be found in section 4-2.

- Snow removal from association owned roads and sidewalks. Homeowners are responsible for the sidewalk leading to their front doors and their stairs/stoops/landings.

- Association financial reserves

- Taxes on Association owned property

- Liability insurance and Directors and Officers Insurance

- Printing, duplicating and postage

- Legal fees

- Audit and tax return preparation

- Professional community management by a management firm

3-1.4 **Budget.** Additional details on the Annual Budget are normally distributed each December. Contact the Board of Directors to obtain an electronic copy of the budget.

3-2 DELIQUENCY OF ASSESSMENTS

3-2.1. Any assessment payment not received at the management agent's designated address, by the tenth day of each month, shall be termed **LATE**.

3-2.2. If a property owner's assessment is not received within ten (10) days after the 1st of each month, it shall have a late charge for Ten Dollars ($10.00) applied and shall accrue.

3-2.3. Checks returned for insufficient funds will be subject to a Twenty-Five Dollar ($25.00) handling charge. For repeated delinquencies, management is authorized to request payment in cashier's check, money order, or certified check.

3-2.4. A lien may be placed on any property against which an assessment is more than thirty (30) days in arrears **(and is now considered DELINQUENT)**. Management is to take immediate action and instruct the Association attorney to file said lien.

3-2.5. If a property owner's payment is more than forty-five (45) days past the due date **(15 days DELINQUENT)**, the Board of Directors, by resolution, may accelerate the entire amount of the remaining annual assessment to be immediately due and payable, and direct the attorney to initiate proceedings for collection.

3-2.6. The Association attorney will notify the **DELINQUENT** property owner, by certified mail, of the intent to file a lien, setting forth the amount delinquent, interest, late fees, costs, and attorney's fees, as well as other fees to be pursued, and explaining that a lien will be in place against the property if not paid within ten (10) days.

3-2.7. Delinquent payments of assessment shall bear interest at the rate of eight percent (8%) per annum on the principal amount from the due date through the date of payment in full.

3-2.8. The property owner shall be responsible for all legal and administrative costs incurred as the result of any delinquency on said owner's property. A lien will not be released from any property unless all delinquencies and costs have been paid in full, unless waived by a decision by the Board of Directors. Any fees paid shall be applied to the oldest outstanding debt first, unless the method of payment is restrictive.

SECTION IV: COMMUNITY PAINTING, LANDSCAPING, AND TREE CARE

4-1 COMMUNITY PAINTING AND AUTHORIZED PAINT COLORS

4-1.1. In most cases, each home in First River Farms will be painted every four years by the association using funds from the monthly HOA assessments. Please refer to the table below that shows whether the HOA or the homeowner is responsible for the painting costs.

> 4-1.1.a. The painting schedule is subject to change at any time by the Board of Directors. The painting schedule will be posted on the community website.
>
> 4-1.1.b. If a Homeowner has any doubt about the current painting schedule, they should contact the HOA management company or email info@firstriverfarms.com for the latest information on community painting.

	Who Pays	
Item to be Painted	HOA	Homeowner (responsible for contracting individually with the contractor)
During regularly scheduled HOA painting: front door, shutters, storm door, trim, gables, bay windows, gutters, downspouts, railings	Basic preparation and one coat of paint during regularly scheduled painting	Cost of (a) extra coats of paint due to color change during regular HOA painting, (b) priming and painting of faded vinyl and factory finished surfaces (i.e., shutters, factory finished doors, bay windows, gables)
Outside of the HOA regularly scheduled painting		Responsible for all costs
Any item to correct a violation		Responsible for all costs.
Siding (front and back of house)		Responsible for all costs.

4-1.2. Homeowner Tasks During the Regularly Scheduled Painting Process

4-1.2.a. As part of the painting process, homeowners will be provided with a list of what repairs need to be done approximately 60 days before painting begins.

4-1.2.b. Homeowners are responsible for reviewing the list of repairs for accuracy. Homeowners are responsible for contacting the painting contractor if there are any discrepancies.

4-1.2.b. Homeowners are responsible for making any necessary carpentry repairs or preparation work prior to the painters preparing the surfaces.

4-1.2.c. The painting contractor selected by the Board is authorized to contract individually with homeowners to make required repairs; however, homeowners may choose to hire another company or to complete the repairs themselves.

4-1.2.d. If a home requires additional paint (beyond the 1 coat of paint that the HOA provides), the homeowner must contract with the selected painting contractor for application of the additional coats.

4-1.2.e. Failure to perform all required repair work adequately for the painting preparation work may result in that house being skipped during the

painting cycle. In such cases, the homeowner must accomplish identified repairs and painting of the home at their own expense by November 15 that year.

4-1.2.f. Homeowners must provide exterior access to all paintable surfaces.

4-1.2.g. Houses that have aluminum windows with wood muntins are required to remove the storm windows to provide the painting contractor access to paint the wood muntins.

4-1.2.h. Failure to provide access to painting crews may result in that house being skipped during the painting cycle. In such cases, the homeowner must accomplish painting of the home at their own expense by November 15 that year.

4-1.3. Authorized Colors

4-1.3.a. A palette of authorized colors is available in the appendix of this document, on the Residents Only area of www.firstriverfarms.com or may be obtained by contacting the HOA management company.

4-1.3.b. The colors in the palette available in the locations above provide approximate colors and appearance, since they represent a scanned image of the actual color palette. Residents may request to see an original palette at the Sherwin-Williams store. Original palettes may not be removed from the store.

4-1.4. Authorized Color Combinations

4-1.4.a. Front doors, storm doors and shutters (front, back and sides of house) MUST be paintable so they are in compliance with the community authorized colors.

4-1.4b. Front doors and shutters (front, back and sides of house) MUST be the same color. The colors must be matched exactly.

4-1.4.c. Storm doors must be the same color as the front door/shutters OR the trim/siding/flashing. All paintable surfaces on the storm doors must be painted the same color. The color must be matched exactly to the front door OR the trim/siding. Any color change that causes a variation in color between the front door and storm door must be approved by an exterior design change.

4-1.4.d. Faded vinyl and factory finished surfaces (i.e., shutters, factory finished doors) are not in compliance and must be painted the correct non-faded authorized color.

4-1.4.e. Railings must be the same color as the front door OR black. The

color of painted railing must be matched exactly to the front door color unless the railing color is black.

4-1.4.f. Door trim, bays, gables, siding, fascia boards, gutters and downspouts must be the same color. The color must be matched exactly. The color must be a lighter color than the front door/shutters. The color must be one of the authorized colors below:

- One Coat White
- Colonial White
- Amber White
- Newport
- Wheat
- Greystone
- Harness Shop Tan
- Cypress
- Incense
- Brush Grey
- Tavern Beige
- Coblestone Grey

4-1.4.g. Window frames and muntins must be white/off white. Metal windows that are original to the home may have a metal frame. Wood muntins in original windows must match the color of the window/door trim.

4-1.4.h. Window trim must match the window color OR the color of all other trim. The color must be matched exactly.

4-1.4.i. Patio/French/deck doors may be white/off-white or painted the same authorized color as the trim.

4-1.4.j. If a homeowner chooses to change their exterior front door/shutter color, the new color cannot match the color on an adjacent house. This includes end units, whose color may not match the unit that adjoins it or the end unit in the next section of townhomes.

4-1.4.k. Adjacent homes with the same color front door/shutters are grandfathered for the duration of the current owner. However, if a homeowner chooses to sell their home and the front door/shutters are the same color as an adjacent home, the homeowner who is selling must change their exterior color to be in compliance with 4-1.4.j prior to the sale closing.

4-1.5. Exterior Paint Color Change Request Application.

4-1.5.a. All color changes require an approved Exterior Paint Color Change Request application. The form can be downloaded from www.firstriverfarms.com, found in the appendix of this document, or a

copy may be obtained from the management company.

4-1.5.b. Refer to the table in Section 4-1.1 to determine whether the HOA or homeowner is responsible for covering the cost of the painting.

4-2 LANDSCAPING SERVICES

4-2.1. The First River Farms Homeowners' Association contracts to maintain the common areas, and the front yards of owners to include:

- Cutting the grass
- Edging Sidewalks
- Edging flowerbeds and mulch areas (once per year)
- Mulching the house foundation beds (one time per year)
- Fertilizing and applying weed control to turf areas
- Scheduled, periodic pruning/shearing of bushes
- Pruning of tree limbs which overhang sidewalks

4-2.2. The association does not replace plant material or provide weeding of front yard beds. This is the homeowner or tenant responsibility.

4-2.3. The landscaping contract provides for shearing/pruning bushes several times per year. If you do not want the bushes pruned, you should tie a ribbon around the bushes that you do not want pruned.

4-2.3. The following is the general landscaping calendar. As with all landscaping, it is sensitive to weather considerations. Landscaping announcements will be posted by the contractor on community mailboxes.

4-2.3.a. **March**: Organic fertilize shrubs in conjunction with carving, weeding and mulching all existing mulch beds (front yard and common area). Treat for pre-emergent Crabgrass, Fertilize ground cover beds.

4-2.3.b. **April**: 4x mowings, edge every other mowing.

4-2.3.c. **May**: 4x mowings, edge every other mowing, crabgrass pre-emergent, broadleaf weed control.

4-2.3.d. **June**: 4x mowings, edge every other mowing, prune shrubs.

4-2.3.e. **July**: 4x mowings, edge every other mowing.

4-2.3.f. **August**: 4x mowings, edge every other mowing. '

4-2.3.g. **September**: 4x mowings, edge every other mowing, Aerate turf (common area and front yard), Power seed turf (high visibility common areas only), Fertilize turf, Broadleaf weed control, Prune shrubs.

4-2.3.h. **October**: 4x mowings, edge every other mowing, Broadleaf weed control.

4-2.3.i. **November**: Fertilize turf and ground cover beds; leaf removal

4-2.3.j. **December:** Fertilize turf. Leaf removal

4-2.4. Should you have any questions concerning the landscape contract, contact SCS Management. Do not contact the landscaping company directly, as they will only respond to direction from SCS or the Grounds Oversight Committee.

4-3 TREE CARE AT RIVER FARMS

4-3.1. The Association relies on a tree service contractor, which may or may not be the landscaping contractor, to care for our common area trees. They provide us with advice as to which trees are suitable for our geographic area as well as recommendations on specific plantings. For information about our tree service, call the SCS Management.

4-3.2. **MULCHING**. The most important thing for tree health is proper mulching. The Association has contracted for this on all common areas. You can help the health of the trees in your yard by following the example of the mulching of the trees in the common area.

4-3.3. **WATERING**. It is obvious to everyone that water means life or death for our trees. Several of the trees that have been lost on common grounds have died because they were not watered during the dry months.

4-3.3.a. Contracting for tree watering is labor intensive, and is extremely expensive. In addition, the association must pay the cost of replacement for dead trees and shrubs in common areas, which adds additional burden to the budget.

4-3.3.b. ***Residents are highly encouraged to adopt a tree or trees in the common area surrounding your home****.* Each tree should be watered every 7 to 10 days during the dry spells. The tree should be watered slowly out as far as the branches reach so that the tree receives the equivalent of an inch of rain.

4-3.3.c. Announcements will be posted on the Association website www.riverfarms.org, on community mailboxes, and by e-mail when dry conditions call for additional watering.

4-3.4. **PRUNING.** Pruning is an essential element of tree care. The Association has a program to have all common area trees pruned. Your personal trees will also need pruning from time to time. You may undertake the task yourself or call the management company for a recommended tree service. Please keep the

safety of yourself, your neighbors, and property in mind if you decide to prune a tree on your own.

4-3.4.a. ***Removing a tree is not considered "pruning." Removal of trees requires the approval of the Grounds committee. You can apply for a tree or shrub removal using the form in Appendix A, or at www.riverfarms.org.***

4-3.5. **REPLACEMENT TREES.** The Association maintains a recommended list of trees that do well in the area, as well as a list of trees to avoid. If you area considering replacing a tree you should consult this list. The grounds committee for First River Farms must approve tree removal and/or replacement. Please fill out the request for exterior design change request and forward to SCS Management. This form can be found on the website or in Appendix A.

4-3.5.a. A list of trees that do well in this region can be found in the Grounds and Landscaping page at www.riverfarms.org.

SECTION V: RULES AND REGULATIONS

5-1. EXTERIOR DESIGN AND LANDSCAPING CHANGES

5-1.1. No homeowner shall make any change to the exterior of their home or lot without written approval of the Environmental Design Committee or Grounds Committee. Failure to do so may result in monetary charges. See section 2-1 for more details.

5-1.1.a. Examples of exterior changes that require Environmental Design Committee approval include but are not limited to, exterior painting, installing new windows, front door(s) or a storm door, replacing a roof, building a deck or adding outdoor lighting.

5-1.1.a. Examples of landscape changes that require committee approval include planting or removing a tree, shrub or other perennial plant. Flower gardens are not subject to this rule as long as all plants are annuals.

5-1.2. Changes made in the rear of a lot that are not visible from outside, such as within a fence, may be made without Committee approval. Should changes be made inside a fenced area and the fence subsequently removed, those changes may become subject to review and approval through the "after the fact" procedure. (see Section 2-1.3.c)

~~5-2. **TRASH REMOVAL**~~

Refer to Section 5.5.1 Trash and Recycling effective 11/1/2019 at firstriverfarms.com

~~5-2.1. Trash Pick up is on Mondays. Trash cans and/or recycling bins are to be placed at curbside on Sunday evening either after dark or after 6:00 pm, whichever occurs first.~~

~~5-2.2. Empty trash cans and recycling bins must be returned to the homeowner's back yard before Tuesday.~~

~~5-2.3. The preferred method is to place trash in a trash container with a lid provided by Fairfax County or by the owner/resident. If a resident chooses to use plastic bags and those bags tear open, the resident is responsible for clean up.~~

> ~~5-2.3.a. All cardboard boxes must be flattened. Failure to do so may result in the boxes not being collected.~~
>
> ~~5-2.3.b. Yard debris, brush, and trimmings must be bagged, or it will not be collected by the county during a regular pick-up.~~
> ~~free of charge.~~

~~5-2.4. All trash cans and recycling containers must be permanently labeled with the owner's house number in marker, stencil, or sticker-numbers.~~

~~5-2.5. Special pick-ups of bulk items such as yard debris, furniture and large appliances are to be scheduled by the homeowner with the county's special pickup service by calling **703-802-3322** or visit the county website at~~ http://www.fairfaxcounty.gov/living/recycling/

> ~~5-2.5.a. Do not place items at curbside until the evening before the pick up is scheduled.~~

~~5-2.6. Dumping yard debris, trash, and pet excrement in the common areas or in the surrounding parkland is illegal.~~

~~5-2.7. If trash is not collected, residents must remove the trash not collected no later than 24 hours after the trash and recycling pickup would have taken place.~~ ~~**Residents WILL NOT leave trash at curbside for the following week's pickup.**~~

> ~~5-2.7.a. Trash left behind includes items and yard debris not picked up because of improper sorting, labeling, handling, hazmat, or other materials not picked up by the normal trash pick-up.~~
>
> ~~5-2.7.b. When a snowstorm or other weather event results in the cancellation of trash and recycling pickup that day, residents will remove their trash and items left at curbside back to their yard until the next week's pickup.~~

5-3. **PETS & ANIMALS**

5-3.1. Dogs and cats are family members too, and we welcome pets in our community. However, dog and cat feces & urine kills grass, plants, and shrubs. In addition, it poses a health hazard to young children or anyone else who may

enjoy the grass.

5-3.2. Please keep your dogs on a leash and take them to one of the perimeter paths in our neighborhood to “use the restroom.” **In all cases, you must pick up your dog's feces and dispose of the waste.**

5-3.3. Some pet owners allow their dogs and cats to do costly damage to our community by allowing their pets to excrete in improper areas, and risk making

5-3.3.a. The common areas and playgrounds are NOT a dog or cat dumping area or run/play areas. Owners of dogs and cats should pick up their pet's feces.

5-3.3.b. Dogs must be leashed. Residents wishing to notify County authorities about unleashed dogs should call the Fairfax Co. Police Department at 703-691-2131.

5-3.3.c. Dog and cat owners should keep their pets off the property of other neighbors. To permit dogs and cats on the private property of others without permission is trespassing.

5-3.3.d. Dog and cat owners will be held responsible for damage to landscape or property caused by their pets.

5-3.3.e. No pets must not be allowed to “free range” or run loose in the neighborhood. This includes, but is not limited to, cats.

5-3.3.f. Pets of all types are not allowed on the playground area. This prevents pet urination and defecation on the ground on which community children roll around and play.

5-3.3.g. ***If you don’t let your pet do it on your yard, please don’t let it do it on someone else’s.***

5-3.4. Animals that are not domestic Pets

5-3.4.a. Wild Animals. Homeowners are not allowed to tame, capture, harbor, or feed wild animals on homeowner or Association property.

5-3.4.b. Feral Animals. Homeowners are not allowed to tame, capture, harbor, or feed feral animals on homeowner or Association property.

5-3.4.c. Birds. Residents may have bird feeders on their property only, none on common grounds. The number of bird feeders shall be not be controlled except if complaints arise, the BOD shall rule on number of feeders allowed on a case by case basis. Homeowners may not attempt to capture, tame, or harbor wild birds on homeowner or Association property.

5-3.5. If you see someone violating these rules, provide them a gentle reminder. If you do not feel comfortable confronting the person, you can report a resident owner violating these rules contact SCS management.

5-3.6. If after the violator receives notice from the management company and the violations continue, you may take action by calling the County Magistrate's Office at 703-780-8580.

5-3.7. For more information about pets laws of Fairfax County, visit the County web site at www.fairfaxcounty.gov/living/animals and select “Animal Regulations.”

~~5-4. **VEHICLES**~~ Refer to Section 5.4 Vehicles (5.4.1 & 5.4.2) effective 1/18/2021 at firstriverfarms.com

~~5-4.1. Washing of automobiles is allowed in your numbered parking space only.~~

~~5-4.1.a. Use of visitor spaces for washing is prohibited.~~

~~5-4.1.b. Since our community drainage system runs directly into the Potomac River and Chesapeake Bay, residents MUST use soaps and detergents that are environmentally friendly.~~

~~5-4.2. Because of possible damage to roads, neighbors' property, the environment and the liability consequences for all should an accident occur, major vehicle repairs, maintenance, bodywork and painting are prohibited.~~

~~5-4.2.a. Major repair includes any use of ramps or other major work on a vehicle that causes a disruption of street access (such as extending into the street or other parking spaces) or safety hazard~~

~~5-4.2.b. No portion of First River Farm property will be used for the repair of vehicles, except for general maintenance of resident's personal vehicles. All vehicle maintenance must be completed in 24 hours. General maintenance includes: washing, flat tire repair, minor repairs of vehicle.~~

~~5-4.2.c. Use of visitor parking spaces for vehicle maintenance and repair is prohibited.~~

~~5-4.3. No motorized vehicle shall be parked, driven across or driven onto lawns, sidewalks, or walkways. Any damage resulting from the violation of this regulation shall be at the direct expense of the unit owner or resident.~~

~~5-4.3.a. Section 5-5 contains further details on other vehicle use, and those provisions apply to 5-4.3.~~

~~5-4.4 The maximum speed limit within the Association's streets and parking areas of the community is 15 MPH.~~

~~5-4.5. **Storing of vehicles in not permitted**. A vehicle that occupies the same space without moving for a period in excess of thirty 30 days and/or is parked without valid license plates or updated stickers is considered stored. Any vehicle that is in an obvious state of disrepair in excess of thirty 30 days can be considered stored. Such vehicles at the discretion of the Board can be removed from the community by towing after the owner is notified in writing of the pending towing~~

~~5-4.6. Vehicle Covers. Vehicle covers must adhere to the following conditions:~~

> ~~5-4.6.a. Vehicles may be covered if cover used is designed for that vehicle and in good shape (not torn, ripped or dirty).~~
>
> ~~5-4.6.b. Vehicle covers must be neutral in color, normally grey. No covers will be allowed that disrupt neighborhood aesthetics.~~
>
> ~~5-4.6.c. No tarps, blankets, or other covers not specifically designed as a vehicle cover may be used as a car cover.~~

~~5-5 **MOPEDS, DIRT BIKES, AND FOUR-WHEELERS**~~

Refer to Section 5.4 Vehicles (5.4.1 & 5.4.2) effective 1/18/2021 at firstriverfarms.com

~~5-5.1. The use of any gasoline or electric powered vehicle used for the conveyance of a person that does not require a driver's license to operate is prohibited in our community.~~

> ~~5-5.1.a. The exception to this policy is the legal use of said vehicle for transportation to and from First River Farms. Because noise from these vehicles can be a nuisance, frequent and unnecessary trips are discouraged.~~
>
> ~~5-5.1.b. Examples of such vehicles would be mopeds, mini-bikes, mini-motorcycles, three and four wheel all-terrain vehicles, dirt bikes, stand-up motorized scooters, and motorized skateboards.~~
>
> ~~5-5.1.c. Exceptions to this policy for children's electric toys, such as battery-powered mini-jeeps or similar items may be made on a case-by-case basis by the Board of Directors.~~
>
> ~~5-5.1.d. Electric scooters and wheelchairs required for medical use are allowed and are in no way restricted from operation in the neighborhood.~~

~~5-5.2. Circuit riding of noisy vehicles and racing vehicles on First River Farm common areas and roadways is unlawful and will be reported to the authorities.~~

~~5-6 **PARKING**~~

Refer to Section 5.4 Vehicles (5.4.3)
effective 1/18/2021 at firstriverfarms.com

~~5-6.1. The Parking Rules pertain to the streets maintained by the First River Farms Association. These include Cedar Landing Court, Carter Farm Court, Clifton Farm Court, and La Faye Court.~~

> ~~5-6.1.a. Tiswell Drive and Holland Road are owned and maintained by Fairfax County. The laws of the State of Virginia and ordinances of Fairfax County govern use of those streets.~~

~~5-6.2. Two parking spaces have been allocated to each home by the Association. For security reasons, parking spaces are identified by lot number rather than by street address.~~

~~5-6.3. **Non-visitor/guest vehicles parked in visitor/guest spots are subject to towing at the owner's expense**. A limited number of visitor parking spaces are designated throughout the community for use by visitors. Residents with more than two vehicles should not park their vehicles in visitor spaces.~~

~~5-6.4. **All parking spaces in the community, both assigned and visitor, are the property of the association in common**.~~

> ~~5-6.2.a. Homeowner parking spaces are assigned to a specific address, but are the property of the First River Farms Homeowner's Association.~~
>
> ~~5-6.2.b. Guest parking spaces are not reserved for the use by any resident, section, street, or guest. (A guest of Cedar Landing Ct. may use a visitor space on Carter Farm Ct.)~~

~~5-6.5. No vehicles shall be parked at any place in the community except in the specially provided parking areas. Parking spaces are not to be used for purposes other than to park approved vehicles~~

> ~~5-6.5.a. The parking of trailers, buses, boats, motor homes, commercial vehicles, trucks over ½ ton in weight, and any recreational equipment such as four-wheelers or campers is prohibited in the parking spaces.~~
>
> > ~~5-5.5.a.1. The vehicles above may be temporarily parked in resident spaces for periods not more than 12 hours if actively engaged in the act of loading, unloading, or other preparation/recovery from use.~~
>
> ~~5-6.5.b. Approved vehicles include licensed conventional passenger vehicles, truck of 1/2 ton or less, and occasional commercial vehicles performing deliveries and/or services in the community.~~

~~5-6.5.c. No vehicle shall occupy more than one parking space.~~

~~5-6.5.d. No parking is permitted on the lawn areas of the community or in designated fire lanes (marked by signs and/or yellow-painted curbs).~~

~~5-6.5.e. Resident parking spaces may be used for the TEMPORARY storage of building materials during a major construction or renovation of a home with prior approval. Examples include the replacement of a roof or installation of new windows. Homeowners must contact the management company to obtain permission to store construction materials. Dates must be provided, including a date when the project will be completed. The Board of Directors reserves the right, in some cases, by acting through the management agent, to deny a request to store building materials in a parking space at any time.~~

~~5-6.6. Owners of townhouses in First River Farms are responsible for vehicles of their tenants and guests and are responsible for notifying their tenants and guests to comply with these rules.~~

~~5-6.7. All motor vehicles parked in First River Farms shall display valid license tags and be maintained in proper operating condition, and not be a nuisance by virtue of noise, emissions or appearance.~~

~~5-7 **TOWING**~~ Refer to Section 5.4 Vehicles (5.4.4) effective 1/18/2021 at firstriverfarms.com

~~5-7.1. Vehicles in violation of the parking rules defined in Section 5-4, 5-5, and 5-6 are subject to towing at the vehicle owner expense.~~

~~5-7.2. Residents and homeowners are authorized to have vehicles towed that are wrongfully parked in parking spaces assigned to them.~~

~~5-7.2.a. **If someone has parked in your reserved space and you've made every effort to contact the owner, towing may be your only option and no liability for removing the offending car.**~~

~~5-7.3. The Association is authorized to tow vehicles in violation of the parking rules that are parked in any area in First River Farms. Call SCS for this action.~~

~~5-7.4. The Fairfax County Police Department may, at their discretion, ticket or tow cars in violation of these rules or other laws or ordinances.~~

~~5-7.5. **The Association is not responsible for damage done to any vehicle parked in the community, AND/OR damage caused by the operation of any vehicle in the community.** This includes, but is not limited to:~~

~~5-7.6.a. Damage caused by other residents~~

~~5-7.6.b. Damage caused by community guests~~

~~5-7.6.c. Damage caused by commercial vehicles~~

~~5-7.6.d. Damage caused by trespassers or vandals~~

~~5-7.6.e. Damage caused by vehicles conducting business for the association, to include lighting or street repairs, snow plowing, mowing, or landscaping.~~

~~5-7.6.f. The Association is not responsible for damages to that result from the actions taken by any resident.~~

5-8 **ANTENNAS & WIRES**

5.8.1. TV antennas, radio aerials, and other electronic devices and wires are permitted on the exterior of a building or in an outside area.

5.8.2. Cable TV wiring should be securely fastened to the townhouse wall and shielded from view (by routing behind down spouts, for example).

5.8.3. Digital Satellite System dishes are permitted per "The Telecommunications Act of 1996," but must adhere to the rules established in Appendix E.

5.8.4. For specific rules governing the use or installation of a satellite dish or antenna, See Appendix E: SPECIAL RULES FOR SATELLITE DISHES & ANTENNAS.

5-9 **AWNINGS & SUNSHADES**.

5.9.1. Awnings and other permanent exterior sunshades are not permitted.

5.9.2. Sun umbrellas are permitted.

5.9.3. Wooden privacy lattice screens that screen the sun are permitted with approval from the Board of Directors, since these are a permanent exterior design change.

5.9.4. Temporary pop-up sunshades, such as tailgating canopies or picnic covers are permitted in the backyard areas or common areas, but must be taken down at the end of the event or as soon as possible.

5-10 **CLOTHESLINES**

5-10.1. Clotheslines are not permitted outside of patio areas or above the level of patio fences. No clotheslines in the front of the house are authorized in any case.

5-10.1.a. Clotheslines include any item or system designed to hang and dry clothes, including hanging racks of various types.

5-11 **PET SHELTERS & DOGHOUSES**

5-11.1 Doghouses and/or pet shelters are allowed in a resident's back yard under the following conditions:

5-11.1.a. No doghouses or pet shelters of any kind are allowed in the front yard. This includes both permanent and temporary dog houses, as well as smaller plastic shelters.

5-11.1.b. Doghouses within a fenced patio may be of any material, type, and color, so long as they do not extend above the fence.

5-11.1.c. In cases where there is no fence, permanent doghouses must be painted or stained to match the exterior trim of the home.

5-11.2. The provisions of 5-11.1 also apply to cat shelters, litter boxes, and any other structure supporting homeowner pets.

5-11.3. Food and water bowls for all pets must adhere to the same conditions outlined provisions of 5-11.1.

5-12. STORM / SCREEN DOORS

5-12.1. Residents may purchase full view, good quality metal doors, which must be painted to match the color of the entrance door.

5-12.1.a. Doors with scalloped designs or wrought iron trim require approval of the board before installation.

5-12.1.b. Any new door or door replacement must be approved by the Environmental Design Committee.

5-13 **WINDOWS**

5-13.1. No reflective material may be used to create a mirror effect from the outside. This includes the use of aluminum foil or other materials to reflect heat.

5-13.2. Windows must be maintained in good repair, without cracks or missing panes of glass.

5-13.2.a. Plastic covering over a window is not permitted, unless the window is in a state of repair.

5-13.2.b. If in dispute, the board of directors will determine when a reasonable time has expired to have a window repaired before considering imposing fines for cracked windows or plastic covering.

5-13.3. Aside from the standard decorative shutters, no exterior shutters may be used on homes. Shutters and blinds internal to the home are permitted and mush be maintained in good repair.

5-13.4 Window Boxes/Planters

5-13.4.a. Window boxes/planters are prohibited on all stories on the front or side of homes.

5-13.4.b. Window boxes/planters are prohibited on upper story (top floor) rear windows

5-13.4.c. Window boxes/planters may be permitted on the middle floor or bottom floor when approved by the Environmental Design committee.

5-13.4.d. Window boxes/planters attached to windows that are not viewable from the outside ground level due to fencing do not require committee approval.

5-14. FENCES

5-14.1. Front yard fencing is not permitted

5-14.2. Back yard lapboard fencing with a cap of cedar, spruce or pine, is acceptable with an approved application from the Environmental Committee.

5-14.3. Fences may not be stained, but allowed to weather to blend with the neighborhood.

5-14.4. The use of pressure treated wood is allowed.

5-14.5. Fence Specifications of board plank width and height shall match in place standards as accepted by the BOD.

5-14.6. All hardware, to include numbering, hinges and handles should be black.

5-14.7. Power-washing of fencing is permitted, and will often restore the wood to a near-new condition.

5-14.8. Gate Standard. Gates shall match existing in place standards and as accepted by the BOD.

5-15. AIR CONDITIONERS / FANS / CLIMATE CONTROL SYSTEMS

5-15.1. Air conditioning units, fans, and all other systems designed for climate control that mount in windows or doors are prohibited.

> 5-15.1.a. Exceptions to this policy are fans and air conditioning units which do not protrude past the exterior of the window or door they are mounted in. Any mounting hardware must be flush with the window, and no part of any kind, to include hardware or cables, must be visible from the outside of the home.
>
> 5-15.1.b. The Environmental Design committee must approve the installation of any door or window-mounted fan or air conditioner, or any other device that uses a window or door as the primary source of intake or ventilation of air for cooling or heating purposes.

5-16. EXTERIOR ACCESS & APPEARANCE

5-16.1. Resident and community sidewalks, entranceways, front yards, and open (non-fenced) backyards must be kept free from rubbish, motorcycles, excessive numbers of toys, uncoiled or unused water hoses, boxes or any other articles, which will obstruct the maintenance of the grounds or detract from the appearance of the community.

5-16.2. Residents are asked to use sidewalks and avoid developing “short cut” dirt paths across grass covered common areas.

5-17 WOOD STORAGE

5-17.1. Wood, both firewood and lumber, may be stacked only within a fenced area.

> 5-17.1.a. Yards without a fence may have firewood neatly stacked along the foundation wall or along a bordering fence if present.
>
> 5-17.1.b. Storage of lumber in a non-fenced yard is prohibited.
>
> 5-17.1.c. Exceptions to this rule apply in cases of an active construction project that has been approved by the Environmental Committee.

5-18 DECKS

5-18.1. Before considering installing or changing a deck, the homeowner must consider the neighbors' privacy in the design and dimensions. Construction, rebuilding, or modification of all decks requires the approval of the Environmental Committee.

5-18.2 . Decks are highly visible and are not to be used as storage areas. The provisions for exterior appearance outlined in Section 5-16 applies to decks.

5-18.3. Decks constructed on the ground or one level above ground must be kept to a scale similar to current community deck installations. No deck may extend from the TOP floor.

5-18.4. Agreement on the application form from owners on both sides of your townhouse is desirable. Privacy for neighbors and design appearance are two important considerations.

5-18.5. In cases where there is a dispute between homeowner-neighbors over the design and impact of a proposed deck, the Board of Directors will hold a hearing to review the application and make a determination if the project can proceed.

5-18.6. Decks can be constructed using only natural pine (deck and railing) and/or pressure treated wood (posts/columns). The deck may be sealed with a clear stain for protection.

5-18.7. Wood preservatives and stains that alter the natural color of the wood are not permitted.

5-19 ATIC VENTILATORS

5-19.1. Low profile, electric fans with hoods that blend with the roof are permitted. The Environmental Committee must approve all applications for new, modified, or changed attic ventilator fans.

5-19.2. Replacement of internal fan components that do not change exterior appearance do not need to apply for a design change.

5-20 GRADING

5-20.1. The Environmental Committee's approval is required for any change in exterior grade elevations of the ground, paving or drainage ways. Article VIII of the Declaration contains provisions on easements.

5-21 GRILLS & BARBEQUES

5-21.1. Permanent grills and barbecues should be located inconspicuously within the patio area.

5-21.2. No grills, permanent or temporary, may be stored in the front area of the home.

5-22 LIGHTING

5-22.1 All changes to permanent exterior electric lighting and lighting fixtures require the Environmental Committee's approval.

5-22.2. The use of temporary lamps, extension cords, and cables to permanently light exterior areas is prohibited. This includes light fixtures or lamps designed for internal use, as well as those not permanently mounted.

> 5-22.2.a. The use of small accent lights, both solar powered and otherwise in front and back is permitted. However, front-side lights in view are an exterior design change, and should have board approval.
>
> 5-22.2.b. Backyard accent lights not in view due to a fence are permitted. However, these lights must not constitute a nuisance to adjacent homes.

~~5-23 SEASONAL DECORATIONS~~

Refer to Section 5.3.4 Exterior Decorations, Flags & Signage effective 1/18/2021 at firstriverfarms.com

~~5-23.1. Seasonal decorating of homes in encouraged at First River Farms. Seasonal decorations must correspond to tasteful, reasonable decorum and be appropriate for all ages.~~

~~5-23.2. Holiday Lighting for all holidays is allowed, but must be removed within a reasonable period after the holiday in question. (for example, no Christmas lights up in February).~~

~~5-23.3. Holiday lighting and decorations do not require approval~~

~~5-23.4. If there is a complaint or dispute on this issue of holiday decorations or lighting, the Board of Directors will determine the appropriate corrective action, if it is warranted. Until the Board has made a decision, the homeowner may leave all holiday decorations as-is, unless these cause an immediate safety concern for the neighborhood.~~

5-24 PLANTS, TREES & GARDENS

5-24.1. Environmental Design Committee approval is required **before** installing, moving, removing, or destroying any shrub or tree on private or common property.

5-24.2. Approval is not required for gardens within patios; however; excessive (more than 2 feet) growth beyond the property line, outside, or over the fences is not permitted, unless approved by the grounds committee (such as an in-fence tree).

5-24.3. Ivy of all types must not be permitted to grow on the sides or roof of any home. These aggressive vines are destructive to brick and other facings and can grow onto a neighbor's property.

5-24.4. Garden Decorum in public view should be held to good taste and order.

5-25. PLAY EQUIPMENT

5-25.1. Any play equipment (i.e. swingsets, play-houses, or other similar fixed structure) for children must be located within the patio area and must be below fence level.

5-25.2. A homeowner's playground equipment or other similar recreational objects that extend over the level of the fence require an approved exterior design change, as it does with homes with no fences.

5-26 SHEDS AND STORGAGE LOCKERS

5-26.1. Sheds and storage lockers must be in the patio area (back yard), and may not be higher than one (1) foot above the standard height patio fence.

> 5-26.1.a. Sheds and storage lockers that protrude above the fence line require an approved exterior design change **before** installation.
>
> 5-26.1.b. ALL Sheds or lockers that are in a back yard without a fence require approval of the Environmental Design committee.

5-26.2. If made of wood, the shed or locker must have cedar or spruce sides and the roof must match the color of that home's roof, unless otherwise approved by the environmental design committee.

~~5-27 SIGNS~~

Refer to Section 5.3.4 Exterior Decorations, Flags & Signage (5.3.4.5) effective 1/18/2021 at firstriverfarms.com

~~5-27.1. No sign of any kind shall be displayed to public view on any building though any window or door, or otherwise on any lot with the following exceptions:~~

~~5-27.1.a. One sign advertising the property for sale or rent.~~

~~5-27.1.b. Directional signs are allowed for the duration of an open house event for a "For Sale" home, but must be promptly removed once it is over. Temporary, 1-day signs to announce a party or other event are also allowed.~~

~~5-27.1.c. Up to one home security system sign on each side of the house~~

~~5-27.2. In accordance with the by-laws, **signs supporting a political candidate** are allowed only in the political pre-election time (on resident/homeowner property ONLY) and must be removed **immediately after the election.**~~

~~5-27.3. No illuminated signs allowed.~~

~~5-27.4. The Association may post signs on common areas and on community mailboxes for information purposes. Residents may not place signs, commercial or otherwise, on association property, unless authorized under the provisions of Section 5-27.1.a.~~

~~5-27.7. Temporary decorative signs on homeowner property are allowed. (for example: "Happy Halloween," "Happy Birthday" and other event or holiday oriented signs.)~~

~~5-27.8. The Board of Directors must approve any temporary signs not described in this section.~~

5-28. SECURITY GRILLS or GRATES

5-28.1. Security grills, grates, gates, or other similar door or window coverings are not permitted. The only type of gate permitted is the one on a fenced yard.

5-29 SOLICITATION & YARD SALES

5-29.1. Solicitation for the purposes of selling a commercial product door-to-door for profit is not allowed.

5-29.2. Solicitation for the purposes of not-for-profit fundraising, such as Food Drives, Girl Scout Cookies, disaster relief, etc. is permitted.

5-29.3 . Solicitation for the purposes of political campaigning is permitted.

5-29.4. The Association holds one community yard sale per year, normally the weekend following the May annual meeting. Any homeowner wishing to hold an

independent yard sale outside of the Association-managed event must have prior approval by the Board of Directors.

5-30. CHILDREN & PLAYGROUNDS

5-30.1. Residents are responsible for supervising their children at all times, and for any damage they cause to landscape or physical property.

5-30.2. The playground, or “tot-lot” in between the common area of Tis Well Drive and Carter Farm Court is association common area open to all residents.

> 5-30.2.a. Residents who border access ways and easements to this playground must keep paths open to ensure access.
>
> 5-30.2.b. Parents of children must supervise their children on the playground at all times.
>
> 5-30.2.c. Jumping off swings, slides, benches, and the “jungle gym” part of the playground is prohibited.
>
> 5-30.2.d. No pets allowed on the playground at any time.

5-30.3. The playground located near the River Farms Conservancy tennis courts is the property of Fairfax County and not under the jurisdiction or liability of First River Farms or the Association.

5-31. FIRE PREVENTION

5-31.1. First River Farms does not permit exterior storage of hazardous materials (HAZMAT), which may be a fire hazard. Limited quantities of firewood and/or propane gas cans for gas grills are authorized.

5-31.2. Fireworks. They only fireworks allowed are those allowed by local laws and regulations. No fireworks may be used on Association common areas at any time.

5-31.3. Storage of combustibles. HAZMAT may be stored only in accordance with Fairfax County regulations. Contact your local fire department for proper HAZMAT storage ordinances in Fairfax County.

5-32. DISTURBING NOISE & NUSANCES

5-32.1. No owner or resident shall make or permit any loud and/or disturbing noises in his home by himself, his family, servants, employees, agents, visitors and licensees. Loud and/or disturbing noises are defined in Fairfax County regulations and laws.

5-32.2. No owner or resident shall permit anything by such persons that will interfere with the rights, comforts or conveniences of other residents.

5-33. ROOFS, CHIMNEYS, & GUTTERS

5-33.1. Chimneys Chimney caps are recommended but not required.

5-33.2 . Gutters. Replacement and/or repair must be in accordance with existing/as built standards.

5-33.3. Roofs

5-33.3.a. Roofing materials. All roofing materials used in replacement roofs must maintain the current standards and look of those in use in the neighborhood. Roof changes or replacement must be approved by the Environmental Design Committee.

5-33.3.b. Solar Panels. Any installation of solar panels to a house requires prior approval by the Environmental Design Committee.

APPENDIX A

FIRST RIVER FARMS EXTERIOR DESIGN CHANGE

EXTERIOR DESIGN CHANGE APPLICATION

APPLICATION FORM

Property Address: ____
Owner's Name: ____
Owner's Address: ____
Owner's Telephone: Home ________________ Work ________________
Description of Proposed Change (please print or type – use additional paper if needed and attach, attach pictures, sketches, paint swatches, etc.)
____
____
____
____

Estimated Start Date: _____________Completion Date: ___________________

The owner requests design approval and grants permission to the Association to enter on to the property in order to evaluate the request and to inspect during installation and upon completion. Owner agrees to abide by the Rules and Regulations of this Association regarding any changes made to the exterior of their home.
Applicants are expected to notify their neighbors of the proposed work and address any concerns regarding the proposed design change. A signature by your neighbors indicates an awareness of your proposed change but does not constitute approval or disapproval on their part. Applicant should notify the Committee of any objections by their neighbors.

Name: ________________________ Name: _________________________

Address: ______________________ Address: _______________________

Signature: _____________________ Signature: ______________________

Owner's Signature __________________________________ Date: ____________
- -
For Environmental Committee and Property Manager Only
Committee Member's Design Approval: YES / NO Date: _______________
Signature of Committee Member: _____________________________________
Conditions of Approval: ____
____

Return Application to: First River Farms Association
c/o Select Community Services
P.O. Box 221350, Chantilly, VA 20153

Further Requirements

All e>..1erior changes/replacements must be applied for. The Association is not responsible for omissions or errors by the applicant. The applicant shall describe the variance in full. *The Committee will not review the applicant's contract or contractor estimaTe 10 determine the variance requested.* Nothing herein contained shalt be construed as a waiver or modification of any restrictions. Any changes/replacements completed withouUoutsidc of approval *may be subject to removal at the ow1ters expense*.

AII proposed improvements must ineet local builiiing and zoning codes:" Application for local building permits is the applicant's responsibility. Alterations to the land or building must be made in accordance with the Homeowner Association documents.

The Association assumes no responsibility fpr any damage to person or property resulting from or related to any change to a unil. Per the Association documents, this application will be processed within 30 days of the day it is received by the *Association's Comminee members.*

The undersigned understands and agrees that no work on this request shall commence until written approval of the Committee bas been received. The undersigned has read and w1derstands the applicable provisions of the Virgirua Property Owner's Act, the Association documents, and the provisions of this application in regard to property changes. The owner requests design approval and grants permission to the Association to enter on the property lo consider the request and to inspect during installation aud upon completion. - Applicants are expected to notify their neighbors of the proposed work and address their areas of concerns regarding the proposed design change. Applicant should notify Committee of any objections by neighbors.

_____ _____

_____ _____ _____

Signature(s) of record owoer(s) Date

*npfea.se return this application to the address at the bottom of this page***

For Committee Use Only

Date_____Application number_____;Rt:viewed by_____

Approval_____ Approval with Condition_____ Deruw._____

Stipulations/Conditions._____

_____

_____

_____

_____

_____

_____

Return Application to:

First River Farms Association
c/o Select Community Services
P.O. Box 221350, Chantilly, VA 20153

APPENDIX B

First River Farms Homeowner's Association

RULES VIOLATION COMPLAINT FORM

Instructions:
If you would like to report a violation of the community rules or file a complaint, do the following:

1. Be sure to do your best to resolve the situation, neighbor to neighbor. Most problems can be solved by simple courtesy and communication.

2. SCS Management is the focal point for community complaints with regard to rules violations. They can be contacted at 703-631-2003, if you have questions on how to file this form.

3. Anonymous complaints will not be considered. Your identity will be protected by SCS, and will not be released in a public forum by the Board of Directors without your permission. The Board of Directors is the review and adjudication authority for complaints, not SCS.

4. Fully complete the information below and mail, email, or fax the form to SCS.

YOUR NAME: _____

YOUR STREET ADDRESS: _____

TELEPHONE & EMAIL ADDRESS: _____

_____

A. What is the origin of your complaint? (CHECK THAT APPLY)

O **River Farms Resident** O **Landscaping or Maintenance Services** O **Other**

B. Please provide specific details of your complaint. Be sure to include the date, time, location, and detailed description of the incident or incidents. Additional sheets may be used as required.

_____

_____

_____

_____

_____

_____

Mail to: **Select Community Services, PO Box 221350 Chantilly, VA 20153**
or fax: **703-631-5380** or email to sharrison@scs-management.com or

You can also file a complaint online at www.riverfarms.org/rules--regulations.html

APPENDIX C

HANDY PHONE NUMBERS

SCS (Select Community Services) *River Farms Homeowners 'Management Firm* www.scs.management.com Steve Harris at sharrison@scs-management.com	703-631-2003
EMERGENCY *Police, Fire and Rescue*	911 (emergency)
Police Non-emergency	703-619-2131
Special Trash Pick Up *(yard debris, furniture, large appliances, etc.)*	703-802-3322
Poison Control Center	703-776-2900
Dominion Virginia Power	888-667-3000
Washington Gas Light Co.	703-750-1000
Fairfax Co. Water Authority	703-698-5800
MISS UTILITY *Call before digging to locate underground gas, phone, cable, water and electric lines.*	1-800-257-7777
Fairfax County Park Authority: *Call with concerns about the surrounding parkland*	703-765-6020
Neighborhood Watch *To receive important and/or urgent Email messages about crime in our neighborhood, contact the Neighborhood Watch Committee at www.riverfarms.org*	703-799-4152

Board of Directors*: to contact the Board, visit the community web site listed below. SCS Management can also put you in touch with a Board member.*

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FIRST RIVER FARMS HOMEOWNER'S ASSOCIATION WEB SITE:

www.riverfarms.org

APPENDIX D

SPECIAL RULES FOR SATELLITE DISHES & ANTENNAS

D-1. Definitions

D-1.1. *Antenna*- any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multi point distribution services (MDS). A reception antenna that has limited transmission capability for the viewer to select or use video programming is a reception antenna, if it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

D-1.2. Mast- Structure to which an antenna is attached and raises the antenna height.

D-1.3. Transmission- Only Antenna- any antenna used solely to transmit radio, television, cellular, or other signals.

D-1.4. Owner- any homeowner in the Association. For the purpose of this rule only, owner includes a tenant who has the written permission of the homeowner/landlord to install antennas.

D-1.5. Telecommunications Signal- signals received by DBSA, television broadcast, and MDS antennas.

D-2. Installation Rules

D-2.1. Antenna Size and Type. DBS antennas that are one meter or less in diameter may be installed. Antennas larger than one meter are prohibited.

D-2.2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger that one meter are prohibited.

D-2.3. Antennas designed to receive television broadcast signals, regardless of size, may be installed.

D-2.4. Installation of transmission-only antennas are prohibited. For example, no HAM radio antennas.

D-2.5. All antennas not covered by the FCC rule are prohibited

D-3. Location

D-3.1. Antennas shall be installed solely on individually owned property as designated on the recorded deed.

D-3.2. Antennas may not obstruct a driver's view of an intersection or street.

D-3.3. If acceptable, quality signals may be received by placing antennas inside a dwelling, without unreasonable cost increase, then outdoor installation may be prohibited.

D-3.4. Antennas shall not encroach upon common areas or any other owner's Property.

D-3.5. Antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided however, that nothing in this rule would require

installation in a location from which an acceptable quality signal may no be received. This section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually owned lot.

D-3.6. An owner will follow the plan set by the Association for placement of antennas as stated in the survey accomplished by a professional company, and attached herein.

D-4 Maintenance

D-4.1. Owners shall not permit their antennas to fall into disrepair or to become safety hazards.

D-4.2. Owners shall be responsible for antenna maintenance and repair.

D-4.3. Owners shall be responsible for repainting or replacement if the exterior surface of antennas deteriorates.

D-5. Safety

D-5.1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.

D-5.2. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within ten feet of power lines (above ground or buried) and in no event shall antennas be placed where they may come into contact with in electrical power lines.

D-5.3. All installations must comply with all applicable codes.

D-5.4. In Order to prevent electrical and fire damage, antennas shall be permanently and effectively grounded.

D-5.5. Antennas are required to withstand winds of 80 mph, and shall be designed to withstand the pressure of snow and ice.

D-6. Installation

D-6.1. Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.

D-6.2. All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of building on common areas or lots.

D-6.3. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:

D-6.3.a. Place (or replace), repair, maintain, and move or remove antennas;

D-6.3.b. Repair damages to the common property, other lots, and any other property damaged by antenna installation, maintenance or use.

D-6.3.c. Pay medical expenses incurred by persons injured by antenna maintenance, or use.

D-6.3.d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.

D-7. Number of Antennas. No more than one antenna of each provider may be installed by an owner.

D-8. Mast Installation

D-8.1. Mast height may be no higher than necessary to receive acceptable quality signals.

D-8.2. Masts that extend 12 feet or less beyond the roofline may be installed subject to the regular notification process. Masts that extend more than 12 feet above the roofline must be approved before installation due to safety concern posed by wind and the risk of falling antenna masts. Any application for a mast longer than 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to association residents and personnel, then the association may
prohibit such installation. The notice of rejection shall specify these safety risks.

D-8.3. A licensed and insured contractor must install masts.

D-8.4. Masts must be painted the appropriate color to match their surroundings.

D-8.5. Masts installed on a roof shall not be installed nearer to the lot line than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the mast were to fall during a storm or from other causes.

D-8.6. Masts shall not be installed nearer to electric pole lines than the total height of the mast and antenna structure above the roof.

D-8.7. Masts shall not encroach upon another owner s lot or common property.

D-8.8. Masts installed on the ground must sustain a minimum of 80 mph winds.

D-8.9. Masts must be designed to withstand the weight of ice and snow.

D-9 Notification Process

D-9.1. Any owner desiring to install an antenna must complete a notification form and submit it to the Board of Directors, *c/o* the management agent. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.

D-9.2. If the installation is other than routine for any reason, owners and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods.

D-10 Installation by Tenants. Tenants may install antennas in accordance with these rules with written permission of the homeowner/landlord. A copy of this permission must be furnished with the notification statement.

D-11 Enforcement

D-11.1. If these rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard through the Association s Due Process Resolution. If the court of FCC determines that the Association rule is enforceable, the Association may assess charges of *$50* for each violation or $10 per day for a continuing violation. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

D-11.2. If antenna installation poses a serious, immediate safety, hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

D-12. Severability If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

D-13 Antenna Camouflaging

D-13.1. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location.

D-13.2. Antennas situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable costs.

D-13.3. Antennas, masts, and any visible wiring must be painted to match the color of the structure to which it is installed.