

# **NEWBERRY STATION**

*Architectural and Environmental Regulations*

October 2009



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## **PREFACE**

This is the revised “Architectural and Environmental Regulations” for Newberry Station. The Architectural and Environmental Control Committee (A.E.C.C., formerly known as the A.E.R.B.) has prepared these regulations pursuant to the Association Bylaws and Article VII, Section 6, of the Newberry Station “Amended and Restated Declaration of Covenants, Conditions, and Restrictions” (hereinafter referred to as the Covenants). The Board of Directors has reviewed and endorsed the regulations.

The revised Regulations are being distributed to all residents and to nonresident homeowners. Please ensure that this copy is passed on to the new resident should you ever leave.

If you ever desire to voice an opinion or discuss a problem relating to the architecture or environment of Newberry Station (including any concerns about the regulations), please do not hesitate to contact any member of the A.E.C.C. or the Board of Directors.

# INTRODUCTION

## **What Is Architectural And Environmental Control?**

Provisions for architectural and environmental control are laid out in Article VII of the “Amended and Restated Declaration of Covenants, Conditions, and Restrictions” (Covenants), as recorded in Deed Book 4937, Land Records of Fairfax County, Virginia. These Covenants establish the rights and obligations of both owners and the Association. Among other matters, the Covenants require establishment of an Architectural and Environmental Control Committee. The Covenants empower the A.E.C.C. to formulate regulations in addition to those already specified in the Covenants. In the case of a conflict between the Architectural and Environmental Regulations and the Covenants, the Covenants prevail.

## **What Purpose Does It Serve?**

The A.E.C.C. is responsible for preserving our property values and the architectural and environmental integrity and beauty of our Community. This is accomplished by enforcing, in the most reasonable and objective fashion possible, the applicable portions of the Covenants we all agreed to when we purchased our homes, as well as the rules and regulations contained in this booklet.

The A.E.C.C. also provides and administers the process by which homeowners can apply to alter or improve their properties. When improvements are made in accordance with these regulations, the value of homes in our Community increases.

Finally, the A.E.C.C. is the initiating agent for the pursuit of legal action against residents who do not comply with the requirements of these Regulations or applicable sections of the Covenants. This action is undertaken only after all reasonable attempts have been made to communicate and work with the homeowner to resolve the discrepancy.

## **Basic Requirement For Changing The Exterior Of Your Property**

Section 1 of Article VII of the Covenants requires that you have prior permission from the A.E.C.C. before making any change whatsoever to the exterior of your dwelling or to any other part of your lot. In the words of that Section:

“... except for purposes of proper maintenance and repair, NO building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural and Environmental Control Committee designated by the Board of Directors.

# INTRODUCTION

“Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural and Environmental Control Committee designated by the Board of Directors.”

The Covenants, Article VII, Section 6 further state:

“The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural and Environmental Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.”

A.E.C.C. approval of a particular improvement request does not imply that the improvement conforms to all the applicable County building codes and regulations. HOMEOWNERS REQUESTING IMPROVEMENTS ARE RESPONSIBLE FOR MAKING CERTAIN THAT ALL CONSTRUCTION PROJECTS CONFORM TO COUNTY BUILDING CODES AND REGULATIONS.

# DEFINITIONS

<b>Appearance Standards.</b>	Standards used by the A.E.C.C. in its annual inspections.
<b>Preapproved Improvements.</b>	Improvements that have been preapproved by the A.E.C.C. You may make these improvements WITHOUT specific prior written permission from the A.E.C.C. — but only if you fully comply with the terms and conditions in this document regarding such changes.
<b>Common Improvements.</b>	Improvements generally approved by the A.E.C.C.. However, you may NOT make any such change without prior written permission from the A.E.C.C. If the regulations stated here are followed in your application, approval of your improvement project is very likely.
<b>Special Improvements.</b>	<p>All improvements (whether or not mentioned in this document) other than “preapproved improvements” and “common improvements”. You must obtain written permission from the A.E.C.C. prior to making any special improvements. Special improvements include, but are not limited to —</p> <ul style="list-style-type: none"><li>• Changes in structure to windows and doors (including frame, sill, and glazing styles)</li><li>• Raised decks</li><li>• Landscaping changes over and above those listed as preapproved or common improvements</li><li>• Brick, stone, masonry or timber constructions in front or side yards</li><li>• Siding changes</li><li>• Eave/trim/rakeboard changes</li><li>• Brick or foundation painting.</li></ul>
<b>PROHIBITIONS.</b>	Prohibitions include both (a) changes that you may NOT make under any circumstances and (b) actions that you may NOT do under any circumstances. The A.E.C.C. will NOT authorize prohibited changes or actions either prospectively or retroactively.

## **A. GENERAL PROHIBITIONS**

**Except as indicated, all of the following are prohibited.**

### **1. Signs and Placards**

You may NOT maintain signs or placards of any kind on any property within the community (including any part of the common grounds) or on any house or in any window, EXCEPT for:

- (a) "Tot Finder" signs in windows
- (b) Small "No Soliciting", anti-theft, and pet identification signs mounted on front doors, patio doors, door frames, or windows.
- (c) Signs and placards which promote election candidates during the four week period prior to voting day
- (d) One temporary "For Rent" or "For Sale" sign placed in the front or side yard of the property being sold or rented; if the sign:
  - Does not exceed six (6) square feet in area, and
  - Is removed promptly following the sale or rental of such dwelling.
- (e) One sign attached to a dwelling where a professional office is maintained; provided that the sign:
  - Does not exceed two (2) square feet in area, and
  - Is not illuminated.
- (f) "Open House" signs (whether posted on the common ground or private property) for the purpose of selling or renting a house; provided that any such sign is displayed only on the day of the open house for the duration of the open house and is promptly removed at its conclusion.
- (g) Signs or placards that are part of seasonal decorations; provided that such signs or placards are displayed only during the three week period before or after the Holiday seasons.
- (h) Posting of advertisements and notices on the community bulletin board.

### **2. Exterior Antennas**

You may NOT install any antenna other than the following.

- (a) A "dish" antenna one meter (39.37 inches) or less in diameter (or any size dish if located in Alaska), designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
- (b) An antenna that is one meter or less in diameter and is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite.
- (c) An antenna that is designed to receive local television broadcast signals.

You may NOT install antennas used for AM/FM radio, amateur ("ham") radio, CB radio, Digital Audio Radio Services ("DARS"), or antennas used as part of a hub to relay signals among multiple locations.

## **A. GENERAL PROHIBITIONS**

Antenna(s) must be mounted on the rear roof of the house, absent approval of the A.E.C.C. for a different siting.

### **3. Antenna And Cable Wiring**

With respect to wires connecting external antennas to interior audiovisual equipment or cable from the ground to interior audiovisual equipment, you may NOT —

- (a) Let the wires hang loose from the roof or walls (all wires must be firmly attached to the exterior roof and walls).
- (b) Mount an antenna on one side of the roof and drape one or more wires from that antenna over the rooftop to the other side of the house.
- (c) Run a wire from one floor to another floor (or from one side of the house to the other side of the house) on the exterior of the house.
- (d) Use a wire that differs in color from the siding (if necessary, paint the wire in a matching color).

### **4. Clothes Lines**

You may NOT install permanently mounted exterior hanging devices for clothes. However, you may hang swim suits or special items outside on temporary lines for very short periods.

### **5. Air Conditioners**

You may NOT install any separate window-mounted room air conditioner. You may not install any window-mounted fan that extends beyond the exterior plane of the window frame.

### **6. Awnings**

You may NOT install awnings or porch coverings.

### **7. Plants On Common Ground**

You may NOT prune, trim, cut or otherwise shape any bush, tree, shrub, or other growth on the Common Grounds without the express written approval of the Board of Directors or its designee.

### **8. Dumping**

You may NOT dispose of any type of debris, trash, or other non-organic materials on common grounds, including the woods in the vicinity of the pool and on the western boundary of the Community (below Trestle and Stationhouse Courts).

### **9. Offensive Activities**

You may NOT carry out any noxious or offensive trade or activity on any lot or within any dwelling. You may NOT do anything on any lot or within any dwelling which may be or become an annoyance or nuisance to the neighborhood or other members.

### **10. Noisemaking Devices**

NO speaker, horn, whistle, siren, bell or other sound device (except such devices as may be used exclusively for security purposes) shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

## **A. GENERAL PROHIBITIONS**

### **11. Animals**

You may NOT maintain, keep, board or raise animals, livestock, or poultry of any kind, regardless of number, on any lot or within any dwelling. However, you may keep fish, dogs, cats or caged birds as domestic pets if the pets are:

- (a) NOT kept, bred or maintained for commercial purposes,
- (b) Registered, licensed and inoculated as may from time to time be required by law,
- (c) Carried or leashed when permitted upon the common areas and accompanied by a responsible person,
- (d) NOT permitted to deposit any excrement on any part of the common property or property of any member (unless such excrement is immediately removed and properly disposed of), AND
- (d) NOT a source of annoyance or nuisance to the neighborhood or other members

The Board of Directors is authorized, after conducting a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive.

### **12. Buildings**

Except as otherwise provided in this document, NO structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any lot at any time.

### **13. Private Use Of Community Property**

NO member shall make any private or exclusive or proprietary use of any of the common areas except with the specific approval of the Architectural and Environmental Control Committee and then only on a temporary basis. For example, you may NOT hold yard sales on common grounds absent A.E.C.C. approval.

## B. DOORS, WALLS, WINDOWS, AND TRIM

### 1. Appearance Standards

**a. Painted surfaces and screens.** Paint on all surfaces (including window trim, all windowsills, door trim and frames, roof rakeboards and eaves) must be free of peeling, chipping, cracking, stains, discoloration, mildew, and rot. Front doors and storm doors must be rust free.

**b. Exterior Sidings.** Sidings must be free of stains, mildew, vines and vine debris. Siding repairs must be accomplished such that the new panels match the original panels in all respects including size, color, and style. Hammer marks and exposed nails are prohibited.

**c. Windows.** Windows with false cross-strips in disrepair must be repaired or replaced. Windows with condensation between the panes must be repaired or replaced.

**d. Chimney caps.** Chimney caps must be rust free and in good repair.

**e. Light fixtures.** Other than for security lighting, lantern-style light fixtures must be used on fronts and sides of houses. Security lighting using non-lantern styles such as spotlights are permitted on the rear of the house or on the rear eave. Security lighting may be installed on the front or side of a house only upon approval by the A.E.C.C., which reserves the right to prohibit lights that would be offensive to the community in terms of design or excessive light production.

**f. House Plaques.** Standard house number plaques must be in place and in good repair (e.g., not dangling or loose; no missing numbers).

**g. Concrete and masonry.** Visible cracks, gaps and holes in, around, and under steps, porches, front walks, chimneys, and foundations must be filled in or repaired. New concrete porches may be required if settling, cracking, or gapping is too severe. Loose or missing mortar work must be repaired.

**h. Railings.** Railings must be kept in good repair, i.e., painted, free of rust, securely mounted. Non-standard mounting techniques involving protruding masses of concrete, etc. are prohibited.

**i. Garage Doors.** Garage doors must be must be free of stains, discoloration, mildew, and rot. There must not be visible damage to the doors. Repairs to accidental damage must maintain the current color and design. When closed, doors must fit with minimal gaps -- when measured with a straight edge, doors must be aligned within 2.5 cm (1 inch) on the vertical and 5 cm (2 inches) on the horizontal. Other then when residents are actively using the garage, garage doors must be closed (both to maintain the attractive appearance of the neighborhood and to minimize the possibility of unlawful entry and theft)

### 2. Preapproved Improvements

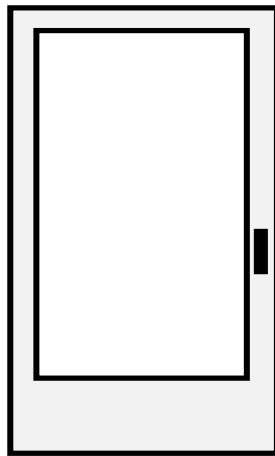
**a. Repainting.** Without prior permission, members may repaint wooden trims, doors, and garage doors in the ORIGINAL COLORS (except that trim interior to (i.e., covered by) a storm door may be painted to match the storm door). If you are not sure of the original colors, ask a member of the A.E.C.C.

## B. DOORS, WALLS, WINDOWS, AND TRIM

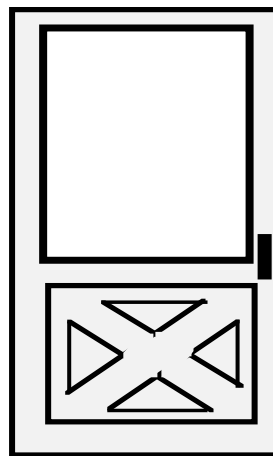
**b. Deadbolt locks and peepholes.** Without prior permission, members may add a deadbolt lock and peephole to the front door of a dwelling.

**c. Storm doors.** Without prior permission, members may install a storm door on the front or side door of a house if the storm door is:

- (1) White or the same color as the exterior door frame.
- (2) Of the “full-view” or “crossbuck” design (see examples on the next page).
- (3) Of anodized aluminum (enamel baked-on the aluminum is acceptable) or vinyl.
- (4) Unadorned (save for any minimal adornments of simple design).



FULL-VIEW



CROSSBUCK

- \* You must file an application and receive written approval before installing any other type of storm door.

### 3. Common Improvements

**a. Shutters.** The A.E.C.C. generally approves applications for shutters, if the shutters are:

- (1) Painted the same color as your existing house trim or the ORIGINAL shutter color.
- (2) Aluminum or high-impact plastic.
- (3) Firmly secured with screws.
- (4) Of the same style prevalent in the community.

**b. Changes to color of exterior paint.** The A.E.C.C. will consider applications for color changes only if accompanied by color samples from the paint dealer.

**c. Chimneys.** The A.E.C.C. will consider applications for a standard chimney; provided that the chimney satisfies Fairfax County code.

## **B. DOORS, WALLS, WINDOWS, AND TRIM**

### **4. Special Improvements**

**a. Cladding or covering of any existing wood trim.** You may NOT clad or cover existing wood trim with aluminum or any other material without express prior permission of the A.E.C.C.

**b. Replacing garage doors.** Applications to replace garage doors (other than with a door that exactly matches the door being replaced) must be submitted in advance to the A.E.C.C.

### **5. Prohibitions**

**a. Two-tone door frames, doors, shutters and trim.** Each individual door, door frame, shutter, or item of trim must be painted a single color.

**b. Externally visible exhaust pipes or vents for wood burning stoves.** You may NOT vent the exhaust from wood burning stoves through pipes or vents. Smoke from materials burning inside the house must exhaust through standard chimneys.

**See also GENERAL PROHIBITIONS.**

## C. ROOFS

### 1. Appearance Standards

**a. Condition.** Roofs must be sound and free of warping. Shingles must be free of cupping and other deterioration.

**b. Color.** Provided that the original siding color is still in place (even on brick-front houses with aluminum siding on the side and rear of the house), replacement roof shingles must be the same color as the original.

**c. Rain gutters and downspouts.** Rain gutters and downspouts must be firmly affixed, functional (not clogged, no holes or leaks), and free of stains, mildew and vine growths.

### 2. Preapproved Improvements

**a. Replacement roofing.** Any member may replace the roof of a dwelling as required, provided standard practices are employed and original color shingles are used.

**b. Attic fans.** Any member may install an attic fan without prior permission' provided that the fan is mounted on the rear of the house, does not extend above the peak of the roof, and is no higher than 12 inches above the roof's surface.

### 3. Special Improvements

**a. Skylights.** All skylights are Special Improvements and therefore must be approved by the A.E.C.C. prior to the start of work. In considering applications for skylights, the A.E.C.C. generally favors:

- (1) Skylights installed on the rear roof section (not on the front roof section of the house).
- (2) Velux flat-style skylights.
- (3) Skylights not larger than 24 inches by 60 inches.
- (4) Skylights not closer than 2 feet to the peak, eave or sides of the roof surface.
- (5) Replacement shingles that match those already in place.
- (6) Skylights that fit between roof trusses (considering the potential damage to structural integrity if trusses are cut or modified).

### 4. Prohibitions

See **GENERAL PROHIBITIONS.**

## D. YARDS

### 1. Appearance Standards

**a. Fences.** Fences and gates must be maintained in good repair, i.e., not leaning, no scabbed repair boards, no split or missing boards, fencepost caps in place, gate hardware in place (hinges, latches, etc.). In accordance with Virginia state law, expenses for repair of fence sections which are common to two properties must be shared by the owners of the two properties.

**b. Vines.** Vine growths or vine debris of any kind are not permitted on external sidings, downspouts, sidewalks, porches, stair railings, or common fence sections.

**c. Ground cover.** Front and side yards must be covered by one or more of the following —

- (1) Grass.
- (2) Other low, dense-growing plants, such as ivy or pachysandra, generally accepted by horticulturalists for use as ground cover.
- (3) Preapproved shrubs, flowers, and/or ornamental plants.
- (4) Mulch.

**d. Lawns.** Yards (front, side and back) must be free of bare spots, weeds, and trash. Grass may be no more than 4 inches high. All other plants used as ground cover must be regularly trimmed.

**e. Trees and shrubs.** Dead shrubs and trees must be removed as well as stumps. Trees and shrubs may not rub against aluminum siding or the wooden trim around doors and windows.

**f. Trash.** Except as may reasonably be necessary during construction projects, you may NOT accumulate or store litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind. Trash containers, trash bags, and recycling bins must never be stored in the front or side yard. They must be kept inside the house or in the backyard until the night before the regularly scheduled garbage collection day. Containers and bins must be promptly retrieved after they have been emptied by the trash collection service. Trash may NOT be burned.

**g. Loose Objects.** When not in use, loose objects (including — but not limited to — toys, bikes, brooms, rakes, shovels, snow shovels, barbecue equipment, patio furniture, lawn chairs, garbage cans, and recycling bins) must NOT be left or stored in front or side yards.

**h. Hoses.** Hoses must be kept in an orderly fashion. If stored in a front or side yard, hoses shall either be neatly coiled behind a bush or mounted on an unobtrusive hose caddy approved by the A.E.C.C.

## D. YARDS

### 2. Preapproved Improvements

**a. Shrubs, flowers, and ornamental plants.** Under the following conditions, you may without prior approval plant shrubs, flowers, and other ornamental plants commonly sold in nurseries for gardens or landscaping.

- (1) You may NOT plant trees without prior approval. You may NOT plant vines (other than ivy and other ground covers) in front or side yards without prior approval, and vines must conform to the above appearance standards.
- (2) Plants must be embedded in your yard and may NOT extrude beyond the lot line in any way.
- (3) On the front or side of the house, plants may NOT cover any part (including bottom framing) of the first-floor windows.
- (4) Other than for shrubs next to the dwelling, front yard plants may not exceed five feet in height without prior approval.
- (5) Shrubs, flowers, and ornamental plants must be regularly trimmed.
- (6) The resulting landscape must be in general harmony with the prevailing landscaping of the Community.

**b. Borders.** With respect to front and side yards, any combination of the following (provided they are used in moderation) are preapproved for bordering (within two feet) of trees, porches and sidewalks:

- (1) Ground cover (see Section D1c above).
- (2) Landscaping timbers.
- (3) A row of bricks, rocks, or other preformed landscaping masonry not higher than 12 inches.

**c. Portable lawn furniture and barbecue equipment.** Without prior permission, members may use portable lawn furniture and barbecue equipment on any part of their property; provided that these items are stored within the fenced-in backyard when not in use. They must never be left out overnight in front or side yards or on sidewalks.

**d. Vegetable gardens.** Without prior permission, members may plant vegetable gardens within fenced-in backyards, provided the plants do not exceed the height of any adjacent fence or grow through to your neighbor's yard.

**e. Picnic tables.** Without prior permission, members may install picnic tables, with or without umbrellas, within fenced-in backyards.

**f. Hose caddies.** Without prior permission, members may affix hose caddies to the inside of the backyard fence.

**g. Outside seasonal decorations.** Without prior permission, members may display seasonal decorations on the exterior of their property three weeks before or after the Holiday seasons.

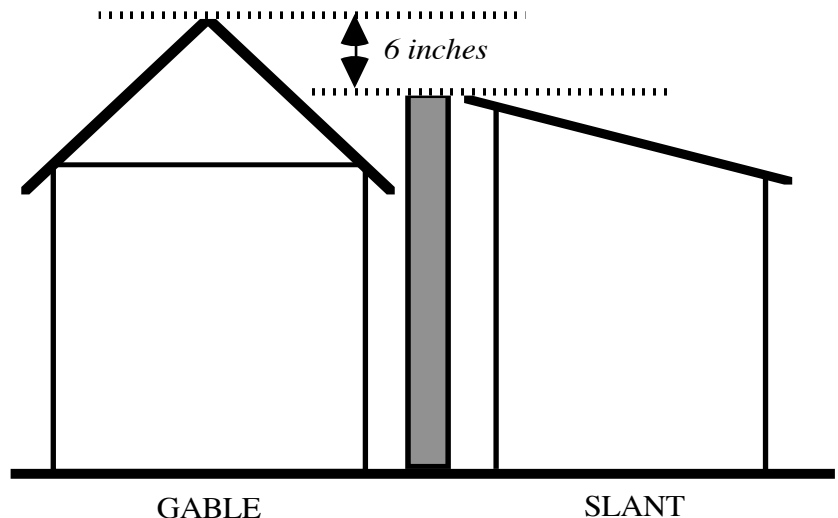
## D. YARDS

### 3. Common Improvements

**a. Trees.** All trees must be approved, since the root systems of some trees can damage sewage and home drainage systems. However, all members have blanket approval to remove fruit trees of any width from front or side yards. Without prior A.E.C.C. permission, you may NOT remove any other sound hardwood tree measuring in excess of six (6) inches in diameter two (2) feet above the ground.

**b. Backyard sheds.** The A.E.C.C. generally approves applications for backyard sheds if:

- (1) The shed has an aluminum, anodized or rubbermade-like surface (including baked-on enamel); OR is made of pressure-treated wood. NOTE: Wooden sheds are permitted if built of pressure-treated wood and the exterior is allowed to age naturally. If shed is wooden, the roof must be covered with shingles or shakes (not tarpaper, plywood, tin, etc.).
- (2) The ground dimensions of the shed base are less than 6 feet by 8 feet.
- (3) The shed is placed along the fence or back of the house.
- (4) The shed is anchored securely to the ground with 3/8-inch bolts set in concrete or with no-rust 1-foot long foundation pegs or tent pegs.
- (5) The shed is natural wood (see (1) above) white, beige or the color of your house or house trim.
- (6) The shed will not interfere with drainage from yours or your neighbor's property.
- (7) The shed has a slant-style roof peak (as shown below) that does not exceed the height of any adjacent fence; OR has a gable-style roof peak (as shown below) that does not extend higher than 6 inches above any adjacent fence.



## D. YARDS

**c. Fencing.** The A.E.C.C. generally approves applications for fencing when:

- (1) Pressure-treated wood is used.
- (2) Board-on-board design is employed, using 4-inch by 4-inch fenceposts and 1-inch by 4-inch boards.
- (3) Property lines are adhered to.
- (4) Only the backyard area is fenced in, plus portions of the side yard only as specifically approved by the A.E.C.C.
- (5) Fenceposts are secured in deep concrete- and stone-filled holes at a minimum depth of 18 inches.
- (6) Aluminum-colored fencepost caps are used to prevent wood deterioration. Other colors are not permitted.
- (7) The fence does not exceed six (6) feet in height.

**d. Backyard patios and decks.** Patios and non-elevated decks are generally approved if:

- (1) They pose no drainage problems for you or surrounding neighbors.
- (2) The materials to be used are designed specifically for use in patios and decks.

**e. Front or side yard landscaping.** Other than for landscaping preapproved in this document, you must obtain prior approval from the A.E.C.C. for landscaping plans. Example 1: you must obtain prior approval for any significant use of rocks, gravel, brick, slate, lumber, and other such materials. Example 2: You must obtain prior approval before making any major changes in the slope or elevation of your yard.

## 5. Prohibitions

**a. Painting or staining fences and decks.** You may NOT paint fences or decks. You may not stain fences or decks in colors other than wood hues; you may not use multi-color stains.

**b. Wire fences.** Chain link and other wire fencing is specifically prohibited.

**c. Fences at certain locations.** No fence, wall, hedge, shrub or other similar feature or landscaping in excess of three (3) feet in height shall be constructed or maintained upon any lot which is located at the intersection of any two (2) streets upon the Property. No fence, wall, hedge, shrub or other landscaping or similar feature shall be constructed or maintained on those portions of Lot 112 and Lot 113 which front upon Hamilton Court and Ona Drive along the easement for sidewalks.

**d. Coverings of sidewalks or porches.** You may NOT glue or fasten any type of carpeting or covering to sidewalks or porches on front or side of house.

## D. YARDS

**e. Nonconforming railings.** You may NOT install front step railings which do not conform to the black wrought iron design visible throughout the Community.

**f. Permanently affixed or mounted benches, chairs or other objects.** You may NOT permanently affix or mount benches, chairs, or other such objectives anywhere other than inside the fenced-in backyard.

**g. Above ground cables and pipes.** Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained above the surface of the ground.

**h. Interference with utilities or drainage.** No structure, planting or other material shall be placed or permitted to remain upon any lot which may:

- (1) Damage or interfere with any easement for the installation or maintenance of utilities, or
- (2) Unreasonably change, obstruct or retard direction or flow of any drainage channels.

**See also GENERAL PROHIBITIONS.**

## E. ELEVATED BACKYARD DECKS

### 1. Appearance Standards

- a. You may not hang laundry on any part of the deck/steps or support structure.
- b. No permanent or temporary structures of any kind (e.g., sheds, gazebos, treehouses, etc.) may be built, maintained or stored on the deck surface.
- c. Items such as tires, bicycles, lawn mowers, ladders, couches, etc., are not permitted on deck surface. The deck is meant for typical patio furniture, i.e., chairs, tables, umbrella, lounge.

### 2. Special Improvements

- a. **Elevated decks.** All elevated decks are Special Improvements and must be approved by the A.E.C.C. prior to the start of work. In preparing an application for an elevated deck, you must indicate your intent to conform with the following standards.
  - (1) All applicable Fairfax County permits must be obtained, and the design and construction must comply with all terms of the permits and with any applicable sections of Fairfax County Code and other laws and regulations of the County, State, and Federal entities.
  - (2) Elevated decks and/or steps added only to the middle (second) level on the backside of a 3-level townhouse with a walkout basement. No deck/steps of any shape or size (including ground level decks) may be built to the side or front of any townhouse. Decks/steps shall not be permitted to wrap around the sides of end-unit townhouses.
  - (3) Only pressure-treated lumber or other materials allowed by Fairfax County Code and other laws and regulations of the County, may be used for the entire deck project. 6-inch by 6-inch or larger support posts must be used.
  - (4) Rust-resistant (e.g., galvanized) fastening hardware (nails, screws, bolts, joist hangers, etc.) shall be used on entire deck project.
  - (5) No part of the walking surface of the deck may extend more than 12 feet into the backyard from the rear of the house. All parts of the deck and support structure must be greater than 18 inches in from each side of the house.
  - (6) Railings shall be constructed only of vertical spindles with a single horizontal capboard. Additional horizontal boards, diagonal boards, latticework, etc., are prohibited. The top of the railing shall not be higher than 48 inches from the walking surface of the deck.
  - (7) If steps are part of the deck plan, bottom step must be at least 8 feet from the rear property line. No part of the steps may extend outside the fenced-in backyard. The step supports must have concrete footings per the building code. The step banister supports (railing) must be vertical pickets and shall be harmonious with the deck railing.

## **E. ELEVATED BACKYARD DECKS**

- (8) All parts of the steps and supports must be constructed of the same type of materials of which the deck is constructed, using rust-resistant (e.g., galvanized) fastening hardware. Other than the fastening hardware, no metal of any kind is permitted in the construction of the steps and supports.

**3. Prohibitions**            See **GENERAL PROHIBITIONS.**

## F. APPLYING FOR IMPROVEMENTS

### Process

1. The owner must submit an Application for Architectural/ Environmental Improvement by (a) handing the application in person to a member of the A.E.C.C. or (b) via certified return receipt mail to the Management Agent (see Appendix I for a blank form.) No other means of submittal is acceptable. For instance, you may NOT submit an application by attaching it to the door of an A.E.C.C. member.
2. The A.E.C.C. will mark the application with the date of receipt. The A.E.C.C. must act on the application within sixty (60) calendar days of receipt of the application. Otherwise, approval is automatic and the application will be deemed to be in full compliance with the Covenants.
3. The A.E.C.C. Chairman will determine whether the owner is in violation of these regulations. If there is an outstanding violation, the A.E.C.C. Chairman may reject the application without further consideration.
4. The Chairman of the A.E.C.C. will determine a date and time for the evaluation, and notify each A.E.C.C. member accordingly. A quorum of the A.E.C.C. must participate in the evaluation process. If an application involving an immediate neighbor of an A.E.C.C. member is being evaluated, that member may participate in the evaluation but will not be entitled to a deciding vote (to eliminate any conflict of interest).
5. The A.E.C.C. Chairman will provide written notification to the owner of whichever of the following actions has been decided by the A.E.C.C.
  - (a) APPROVAL. If approved, the A.E.C.C. will deposit the application (including all plans and specifications), among its records and provide the owner with a copy of the application indicating its approval. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the A.E.C.C. to disapprove such plans and specifications, or any elements or features of those plans and specifications, in reviewing other applications from Association members.
  - (b) DISAPPROVAL: The applicant may appeal the decision to the Newberry Station Board of Directors, as provided in the Covenants, Article VII, § 6.
6. The owner must commence work within six (6) months following the date upon which the same are approved by the A.E.C.C. The work must be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. If work does not begin within that period, then (i) approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and (ii) the owner will have to submit a new application and obtain A.E.C.C. approval prior to any work being done.
7. If, during construction, the owner wishes to deviate from the approved plans and specifications, the owner must first obtain prior consent in writing from the A.E.C.C.

## F. APPLYING FOR IMPROVEMENTS

8. After the improvement project is completed, the A.E.C.C. will inspect the improvement. This:

- (a) Ensures that the improvement conforms to (i) the plans, specifications, and other commitments forwarded in or with the application and (ii) any applicable provision of these regulations.
- (b) Provides the community with information on problems and “lessons learned” associated with the improvement which can help other homeowners with similar improvements in the future.

9. Upon the completion of the work, the owner may request a certificate of compliance from the A.E.C.C. which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the A.E.C.C. and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

<b>Approval Criteria</b>	The A.E.C.C. bases its decision on criteria in the <u>Architectural/Environmental Improvement Evaluation Form</u> (Appendix II).
<b>Fees</b>	After providing prior notice to the applicant, the A.E.C.C. may charge and collect a reasonable fee for the examination of any plans and specifications (e.g., to reimburse a professional consultant for evaluation services) submitted for approval pursuant to the provisions of this Article.
<b>Appeals</b>	A.E.C.C. decisions are final, except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any regulations, standards or guidelines of the Committee) may appeal an A.E.C.C. decision to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.
<b>A.E.C.C. Members; Prohibition on Solicitations</b>	Members of the A.E.C.C. may not solicit work to repair any violations identified during the inspection process. Moreover, A.E.C.C. members may not advertise generally in the Whistlestop or on the bulletin board to provide such services.

## G. INSPECTIONS

### **Authority to Inspect Covenants, Article VII, §11**

The Covenants establish the right of the Association, “through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of ...” the Covenants or of any Association regulations thereunder “exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.”

### **Inspection Process**

1. Agents of the Association (including members of the A.E.C.C. members of the Board of Directors, and the Management Agent employed by the Board of Directors) may enter upon and inspect any lot at any time and report inspection results to the A.E.C.C. The A.E.C.C. notifies the member at the address of record with the Association in writing of any violations found during the inspections. The written notification specifies the required corrective actions as well as the date by which each violation must be rectified. If you receive a notice of violations, you must pursue one of three options:

- (a) Correct the violation(s) by the date(s) specified in the notice.
- (b) If additional time is required to correct a violation, negotiate a written agreement with the A.E.C.C. to correct the violation within a reasonable period of time.
- (c) Present your reasons for believing that the regulation in question either has not been violated or should not be enforced in this instance. If the A.E.C.C. agrees that no violation exists, it will rescind its notice of violation in writing. Otherwise you must correct the violation as provided in paragraph (a) or (b) above or appeal the A.E.C.C. decision to the Board of Directors.

2. After the date or dates specified in the notice or established by agreement with the A.E.C.C. per section H1(b), agents of the Association will inspect your lot to determine if the violations at issue have been corrected.

3. The A.E.C.C. next informs the Board of Directors of any and all outstanding violations. The Board of Directors then schedules hearings on the outstanding violations and sends a “Notice Of Hearing On Violation Of Association Rules” (Appendix III) (with copies to the Management Agent and Association attorney) to each member who is responsible for one or more of the violations. The Board mails the notices by registered or certified mail, return receipt requested, to the member at the address of record with the Association at least fourteen days prior to the hearing.

4. The Board of Directors conducts the hearings with the responsible members at closed sessions. The purpose of the hearing is to determine whether the Association shall undertake action or suit to recover sums due, for damages or injunctive relief, or other remedy available at law or in equity.

## H. PENALTIES FOR VIOLATIONS

Penalties include — but are not limited to — the following:

1. The Association has the right, through its agents and employees (but only after a resolution of the A.E.C.C.) to enter upon any lot and take such steps as may be necessary to correct any violation of these regulations. The Association may further assess its costs for correcting the violation against the lot upon which the violation occurred. When so assessed, the Association will render a statement for the amount thereof to the owner of said lot, at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot.

2. §55-513A and §55-515 of the “Property Owners' Association Act” of the State of Virginia authorize the Association to enforce rules and regulations by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages. Moreover, the Association will be entitled to recover reasonable attorneys’ fees and costs expended in the matter.

3. Following the hearing processed described above, §55-513B of the “Property Owners' Association Act” of the State of Virginia authorizes the Board of Directors to:

- Suspend the right to use the pool and other such facilities,
- Assess a charge of up to \$50 for any violation of the declaration or rules and regulations thereunder, and
- Assess a charge of \$10 per day for any violation of a continuing nature.

These charges are treated as an assessment against the member’s lot for the purposes of Section 55-516 of the Act.

# APPENDIX I

## APPLICATION FOR ARCHITECTURAL/ ENVIRONMENTAL IMPROVEMENT

**Instructions:**

Please submit in duplicate. Attach copies of sketches, specifications, brochures, pictures, etc., that are necessary or helpful in explaining your proposed improvement. Also, please note location, lot lines, dimensions, grade changes, etc., and relationship to neighboring houses, if applicable. Be as specific as possible. If more space is required, use a separate sheet of paper.

**DESCRIPTION OF IMPROVEMENT:**

**MATERIALS TO BE USED:**

**LOCATION OF IMPROVEMENT:** (front, back, side, area covered, etc.)

**COLOR OF MATERIALS:**

**GENERAL INFO:** (depth of holes to be dug, height of shed, etc.)

**ESTIMATED START/COMPLETION DATES:**

Homeowner \_\_\_\_\_ (please print)

Address \_\_\_\_\_

Telephone \_\_\_\_\_

“I understand that all exterior property modifications must be in accord with the Covenants and By-laws of Newberry Station, as well as the A.E.C.C. and Fairfax County regulations. I also understand that the A.E.C.C. will evaluate this application on the basis of design, materials to be used, color, quality of workmanship, planning, and the harmony of the project with the Community as whole. Finally, I am aware that the A.E.C.C. may inspect the work after the project is completed.”

Signature of Homeowner: \_\_\_\_\_

# APPENDIX II

## ARCHITECTURAL/ENVIRONMENTAL IMPROVEMENT EVALUATION FORM

Name of Requesting Homeowner: \_\_\_\_\_

Address of Requesting Homeowner: \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Decision Notice Due By: \_\_\_\_\_

Name of A.E.C.C. Member: \_\_\_\_\_

A.E.C.C. Member Final Decision: Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

### REVIEW CRITERIA

1. Is there an outstanding A.E.C.C. violation?
2. Design/explanation of what will be undertaken:
  - (a) Is it clear?
  - (b) Does it conform with accepted safety standards?
  - (c) Does it in any way restrict other owners from right of enjoyment or easement to common areas?
  - (d) Are more exact drawings/specifications required by our Covenants, By-laws, or by Fairfax County?
  - (e) Is the proposed improvement not prohibited by the Covenants and the Newberry Station Architectural and Environmental regulations?
  - (f) Does the proposed improvement conform to the appearance standards established by the Newberry Station Architectural and Environmental regulations?
3. Materials to be used:
  - (a) What specific types of materials will be used?
  - (b) Do these materials require treatment before use? Are they treated before purchase?
  - (c) Are these materials compatible with materials used throughout the Community?
  - (d) Do the materials meet safety standards?
4. Color:
  - (a) Are the colors of the proposed materials in harmony with the present scheme in the Community?
  - (b) Will the colors cause the improvement to appear out-of-place?
5. Quality of workmanship:
  - (a) Does the project require special workmanship restrictions (e.g., special foundation, bolting, sanding, cementing, grading, etc.)?
  - (b) Does the estimated completion date allow sufficient time?
6. HARMONY OF PROJECT WITH COMMUNITY AS A WHOLE: Does it in any way represent a break from Community appearance or design standards?

# APPENDIX III

## Notice Of Hearing On Violation Of Association Rules

**Time and Place.** Pursuant to §55-513 of the “Property Owners' Association Act” of the Commonwealth of Virginia, you are hereby summoned to a hearing at 8300 Ainsley Ct., Lorton, Virginia, 22079 (i.e., the clubhouse), before the Board of Directors of the Newberry Station Homeowners Association, Inc. The hearing is scheduled for \_\_\_\_\_ . You have the right to representation by counsel before the hearing.

**Purpose.** The purpose of the hearing is to determine whether the Association shall undertake action or suit to recover sums due, for damages or injunctive relief, or other remedy available at law or in equity, for violation of rules adopted by the Association under Article VII of the “Amended And Restated Declaration Of Covenants, Conditions, And Restrictions”, as recorded in Deed Book 4937 of the *Land Records of Fairfax County, Virginia*.

### Alleged Violation.

### Your Alternatives

1. Correct the violation prior to the hearing date.
2. Prior to, or at, the hearing, provide a binding commitment to correct the violation within a reasonable period of time; provided that (a) the commitment is acceptable to the Board of Directors and (b) you waive in writing your right to any further hearings under §55-513 of the of the “Property Owners' Association Act” of the Commonwealth of Virginia, if you should later breach the terms and conditions of said commitment.
3. Present your reasons for believing that the Association rule in question either has not been violated or should not be enforced in this instance. The Board will consider these reasons in determining whether to undertake action or suit.

### Remedies Available to the Association.

1. §11 of Article VII empowers the Association to enter upon the lot and take such steps as may be necessary to remove or otherwise terminate or abate the violation. The Association may assess the costs thereof against the lot and render a statement for the amount thereof to the owner, at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, as provided in Article V of the Declaration.
2. §55-513 and §55-515 of the “Property Owners' Association Act” authorize the Association to enforce rules and regulations by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages. Moreover, the Association will be entitled to recover reasonable attorneys’ fees and costs expended in the matter.
3. §55-513B of the “Property Owners' Association Act” authorizes the Board of Directors to:
  - Suspend the right to use the pool and other such facilities,
  - Assess a charge of up to \$50 for any violation of the declaration or rules and regulations thereunder, and
  - Assess a charge of \$10 per day for any violation of a continuing nature.

These charges are treated as an assessment against the member’s lot for the purposes of Section 55-516 of the Act.

**Inquiries** If you have any questions about the hearing or wish to propose an alternate date for the hearing, you may write to the President at 8300 Ainsley Drive, Lorton, Virginia 22079 or call \_\_\_\_\_, the Management Agent for the Association, at \_\_\_\_\_.

**IN WITNESS WHEREOF**, the undersigned, being President of the Newberry Station Homeowners Association, Inc., duly certifies that this notice has been mailed on \_\_\_\_\_, for the purposes of, and as prescribed by, §55-513 of the “Property Owners' Association Act” of the Commonwealth of Virginia.