

**Annual Board Meeting Minutes**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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**Annual Financials**  
**Roseberry Community Association Inc**

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**Annual Registration**  
**Roseberry Community Association Inc**

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# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON  
10-31-2020

NUMBER  
0550005353

## COMMON INTEREST COMMUNITY BOARD COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



ROSEBERRY COMMUNITY ASSOCIATION INC  
DANNY NIEMI  
SEQUOIA MANAGEMENT COMPANY, INC.  
13998 PARKEAST CIRCLE  
CHANTILLY, VA 20151



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD  
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION  
NUMBER: 0550005353 EXPIRES: 10-31-2020

ROSEBERRY COMMUNITY ASSOCIATION INC  
DANNY NIEMI  
SEQUOIA MANAGEMENT COMPANY, INC.  
13998 PARKEAST CIRCLE  
CHANTILLY, VA 20151



(FOLD)

(DETACH HERE)

**Approved Resolutions**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
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***ROSEBERRY COMMUNITY ASSOCIATION***

**REGULATORY RESOLUTION NO. 2006-02**

**VEHICLE / PARKING RULES AND REGULATIONS &  
ENFORCEMENT OF RESTRICTIVE PARKING COVENANT**

**WHEREAS**, Section 55-515A of the Virginia Property Owners' Association Act ("Act") charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, By-Laws and Rules and Regulations of the Association, as amended; and,

**WHEREAS**, Section 55-513A of the Act confers upon the Association's Board of Directors the power "to establish, adopt and enforce rules and regulations with respect to the use of the common areas and with respect to such other areas of responsibility assigned to the [A]ssociation by the [D]eclaration..."; and,

**WHEREAS**, Article VII, Section 7.07(d) (*Prohibited Uses and Nuisances*) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Roseberry Community Association ("Declaration") states in pertinent part:

**No trucks** or heavy equipment shall be permitted to be parked on the streets servicing the Property, **or in the driveway of any residence**, provided that each Owner shall be allowed to park one pickup truck in the driveway of his Lot...[n]o unlicensed, **inoperable** or junk vehicles...shall be permitted on the Property...[n]o equipment, **commercial vehicles** or vehicles weighing in excess of seven thousand (7,000) pounds gross vehicle weight shall be parked on any Lot or Common Area....(emphasis added); and;

**WHEREAS**, the aforementioned section of the Declaration states that the covenants and restrictions set forth therein "shall apply to all portions of the Property, including any portion thereof considered Exempt Property..."; and,

**WHEREAS**, Section 1.13 of the Declaration defines the term "Exempt Property" as including the public streets within the subdivision and all common area of the Association; and,

**WHEREAS**, Article XIII, Section 13.01 (*General - Interpretation by the Association Board*) of the Declaration confers upon the Board of Directors "the right to construe and interpret the provisions of this Declaration and any rules and regulations promulgated pursuant to

use as a work vehicle, as evidenced by the visible display of pipes, lumber, ladders, ladder rack, tools or other equipment or material. The term "commercial vehicle" shall not include public service government vehicles, such as law enforcement or fire safety vehicles that are intended to be "at the ready" for public service, *etc.*

2. For the purposes of this resolution and the enforcement of the relevant restrictive covenant, the term "inoperable vehicle" shall be defined in part as set forth in the Prince William County Zoning Ordinance (Article I, Part 100 - Definitions); to wit:

Any motor vehicle, trailer or semi trailer which is not in operating condition; or which for a period of **5 days** or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for the operation of the vehicle; or on which there are displayed neither valid license plates nor a valid inspection detail.

3. The terms "motor vehicle repair or maintenance" as set forth in the restrictive covenant shall be deemed not to include washing one's vehicle or checking fluid levels. Such activity is permissible. That notwithstanding, changing/draining any vehicle fluids, performing any type of mechanical repair, or performing any type of activity which involves parts or having a vehicle on a jack or blocks are considered to be activities appropriately described as "motor vehicle repair or maintenance" and thus are prohibited, except when performed in a garage and out of public view.

4. The prohibition against vehicles in excess of 7,000 lbs shall not be deemed to apply to privately-owned, **personal use, non-commercial** passenger sport utility vehicles or pick-up truck, in the event that such vehicle may have a gross vehicle weight in excess of the 7,000 lb. limit.

## **RULES/REGULATIONS**

The following rules/regulations are hereby approved and adopted by the Board of Directors, and shall be in addition to the restrictive covenant at Section 7.07(d) of the Declaration.

1. **Storage of vehicles.** No vehicles shall be stored anywhere within the boundaries of the Association, **other than in garages or on private driveways**, and even then such vehicles shall be subject to the prohibition set forth in the restrictive covenant pertaining to unlicensed, inoperable or junk vehicles. For the purpose of this regulation, the term "stored" means that the vehicle is not operated for 30 days or more at a time. This regulation will pertain regardless of the license/registration status of the vehicle. The purpose of the regulation, as stated, is to discourage vehicles from being parked on the Property and not moved for extended periods of time. Over time such vehicles become aesthetic eyesores, monopolize parking space, impair street cleaning and snow removal efforts, and detract from the general appearance and curb

The Association's management agent is:

Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, Virginia 20151-2283  
Phone: (703) 803-9641

The Prince William County Police Department may be called by any owner or tenant to ticket and/or tow a vehicle that is parked in a manner that blocks access to a fire hydrant. The Board of Directors reserves the right to tow from fire lanes, as enforced through random patrol.

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**ROSEBERRY COMMUNITY ASSOCIATION**

**RESOLUTION ACTION RECORD**

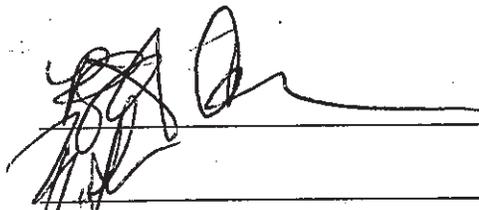
Resolution Type: Regulatory No. 2006-2

Pertaining to: Enforcement of Restrictive Parking Covenant

Duly adopted at a meeting of the Board of Directors of the Roseberry Community Association held April 18, 2006.

Motion by: Brad Comey Seconded by: Amy Monroe

VOTE:

	YES	NO	ABSTAIN	ABSENT
 _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ , Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Dan Kuznitsy</u> _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Dena Hansbury</u> _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>J. Monroe</u> _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Dena Hansbury  
Secretary

4/18/06  
Date

Book of Minutes - 2006

Book Resolutions:	Book No.	Page No.
Policy	_____	_____
<b>Regulatory</b>	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: June 1, 2006

## **ROSEBERRY COMMUNITY ASSOCIATION**

### **POLICY / REGULATORY RESOLUTION NO. 2015- 01**

#### **ASSESSMENT COLLECTION POLICY**

**WHEREAS**, Article IV, Section 4.12 (*Levy of Assessments - Assessment Procedures*) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") (of record in the land records of Prince William County at Deed Book 2638, Page 0940, *et seq.*) of the Roseberry Community Association ("Association"), as authorized by Sections 55-513A and 55-515 of the *Virginia Property Owners' Association Act* (Va. Code § 55-508, *et seq.* ("Act")), grant the Board of Directors of the Association "the power and the authority to adopt procedures for the purpose of making, billing and collecting the Annual Assessment and any Special Assessments..."; and,

**WHEREAS**, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, By-Laws and Rules and Regulations of the Association, as amended; and,

**WHEREAS**, Article IV, Section 4.01 of the Declaration creates an assessment obligation for all lot owners and Article IV, Section 4.09 (*Remedies of the Association for Nonpayment of Assessments*) sets forth remedies for nonpayment of the assessment and empowers the Board to enforce the covenants; and,

**WHEREAS**, Article IV, Section 4.09 of the Declaration provides that any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate established by law (hereby set at twelve (12) percent per annum) and that the Board may foreclose the lien and bring an action at law against delinquent lot owners, and pursuant to Article IV, Section 4.01, recover reasonable attorneys' fees and costs; and,

**WHEREAS**, Section 55-513B of the Act and Article IV, Section 4.09(a)(4) of the Declaration empowers the Board of Directors, in the event that a member is delinquent in the payment of the assessment obligation, to suspend a member's right to use facilities or services offered by the Association and to suspend the right to vote; and,

**WHEREAS**, it is the intent of the Board of Directors, pursuant to Section 4.12 of the Declaration, to establish rules and regulations regarding the assessment collection policy of the Association for the benefit and protection of the Association's lot owners and residents by establishing procedures which ensure consistency of enforcement;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors

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adopts the following policy to become effective July 31, 2015, which policy shall supercede and govern over the collections policy promulgated by Policy Resolution 2005-1.

## **I ROUTINE COLLECTIONS**

A. All annual assessments will be collected on a quarterly basis and shall be due and payable on the first day of each month. If a lot owner is in default in payment of any quarterly installment for more than thirty (30) days, the assessment shall be considered delinquent and the right to vote shall be suspended until the account is brought current.

B. All special assessments, whether in lump sum or installments, shall be collected (if in installments) on a quarterly basis and shall be due and payable on the first day of each month of the assessment year in which the assessment was approved. If applicable, the notice of special assessment shall set forth any other payment arrangements which may differ from the aforementioned schedule, as may be established by the Board of Directors.

C. All documents, correspondence, and notices relating to assessments or charges shall be mailed or delivered to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

D. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

E. Charges assessed pursuant to the Association's Declaration, By-Laws and resolutions or for rules violations shall be collected as an assessment or in such manner as shall be determined by the Board of Directors.

## **II. REMEDIES FOR NONPAYMENT OF ASSESSMENTS**

A. If payment of the total assessments or charges due, including special assessments, interest, late fees and returned check charges is not received by the managing agent by the thirtieth (30th) day after the due date, the account shall be deemed late and a late fee of \$25.00 shall be added to the account from the date of delinquency and shall be a part of the continuing lien for assessments as provided for in the Declaration (Section 4.09(a)(1)) and the Act, until all sums due and owing shall have been paid in full. This shall be deemed a rule of the Association, duly approved and adopted by the Board of Directors.

B. If a check is returned and an assessment or charge due and owing is not otherwise received in the applicable time period, as provided in Paragraph II.A. above, the account shall be deemed late and interest shall be added in addition to a Twenty-Five Dollar (\$25.00) returned check charge or such other amount as the Board shall determine, if applicable.

C. A "Late Notice" shall be sent by the managing agent to lot owners who have not paid assessments or charges, in full, by the thirtieth (30th) day after the due date. The notice shall

advise the owners that their right to park in their reserved spaces and use recreational facilities or other services and facilities of the Association may be suspended if their account remains delinquent for more than sixty (60) days and shall offer them the opportunity to have a hearing before the Board to contest that suspension. The notice shall also warn them that their account may be accelerated and referred to legal counsel if it becomes more than sixty (60) days delinquent.

D. If an assessment or other charge due and owing is not received within sixty (60) days after it is due, the delinquent lot owner's privilege to use a reserved parking space, recreational facilities or other services and facilities of the Association shall be suspended and revoked after an opportunity for a hearing has been provided and until the account is paid in full or a satisfactory payment plan is accepted by the Board.

E. If payment in full, of any assessment or charge, interest and returned check charge, is not received by the managing agent by the ninetieth (90th) day after the due date, the account shall be referred to counsel for the Association and shall be accelerated. The managing agent or counsel shall mail a demand for payment, notice of acceleration of the annual and/or special assessment for the balance of the fiscal year and lien warning letter by certified mail to the lot owner at the address listed on the books of the Association.

F. If payment in full, of the amounts due, is not received by counsel or the managing agent within fifteen (15) days after the lien warning letter has been sent by certified mail, an accelerated memorandum of lien shall be filed. Non-receipt of a notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees, interest from the date of delinquency at twelve (12) percent, and the costs of collection, including, without limitation, the costs of filing and releasing the memorandum of lien, shall be added to the account and the delinquent lot owner shall be liable for all costs, interest, and attorneys' fees pursuant to Article IV, Section 4.01 of the Declaration.

G. If payment in full, of all amounts due, is not received by counsel or the managing agent by the one-hundredth and twentieth (120th) day after a due date, a civil suit for the accelerated assessment may be filed personally against the delinquent lot owners.

H. If an account remains delinquent after the filing of a lien or civil suit or in lieu thereof, counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in Paragraph I and unless directed otherwise by the Board of Directors of the Association. The aforementioned time guidelines are advisory only. The Association shall not be bound thereby if in the exercise of its discretion the Board of Directors deems expedited action is required regarding any particular account.

I. If a lien remains unpaid, a suit to enforce the lien or a public sale to foreclose on the lot may be initiated within thirty-six (36) months of the date the lien is recorded, upon authorization from the Board of Directors.

J. If the Association receives from any owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

K. All costs incurred by the Association as a result of any violation of the Declaration, By-Laws, rules and regulations or resolutions of the Association by a lot owner, his family, employees, agents, lessees or licensees, shall be specially assessed or charged against the lot and shall be a personal obligation of the lot owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from a lot owner's failure to pay charges or assessments when due (costs of collection, as authorized by Section 4.01, Declaration). The management agent is hereby authorized to charge against an assessment account a \$20.00 replacement fee to cover the issuance of replacement coupons for coupons lost or misplaced by the owner(s).

L. The Board may grant a waiver of any provision herein, except filing of memoranda of liens beyond the statutory deadline, upon petition, in writing, by a lot owner alleging a personal hardship. Such relief granted a lot owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

M. The Board hereby authorizes the managing agent to waive the imposition of interest on payments received by the managing agent after the thirtieth (30th) day of the month, if, in the judgment of the managing agent, the delinquent lot owner has owned the lot for less than three (3) months at the time of the delinquency and the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment.

N. Payments received from a lot owner shall be credited in the following order:

1. Charges for attorneys' fees and court costs.
2. All returned check charges, interest accrued and late fees, as applicable.
3. The quarterly and any special assessment of each lot, applied first to the oldest amount due.



# ***ROSEBERRY COMMUNITY ASSOCIATION***

## **POLICY RESOLUTION NO. 2014- 01**

### **OFFICER POSITIONS ON BOARD OF DIRECTORS**

**WHEREAS**, Roseberry Community Association (“Association”) is a Virginia property owners’ association organized and operating pursuant to the *Virginia Property Owners’ Association Act* (Va. Code § 55-508, *et seq.*), and also a Virginia nonstock corporation, organized and operating in accordance with the *Virginia Nonstock Corporation Act* (Va. Code § 13.1-801, *et seq.*); and,

**WHEREAS**, the Articles of Incorporation establish a Board of Directors as the executive organ of the Association, which Board shall manage the affairs of the Association, but the Articles do not otherwise speak to officer positions on the Board; and,

**WHEREAS**, Article V (*Officers and Their Duties*) of the Bylaws set forth the officer positions of the Board of Directors, the principal positions of which include a Chairman (a mandatory position) and a “Manager” (a discretionary or optional position); and,

**WHEREAS**, the aforementioned section of the Bylaws also allows for the election by the Board of additional executive officers; and,

**WHEREAS**, the Board is of the opinion that as a policy matter, the issue of Board officers will be more manageable if a slate of officer positions more similar to the typical Virginia property owners’ association implemented;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors, on behalf of the Association and in accordance with the Bylaws, declares as policy of the Association the following supplemental policies regarding executive officer positions on the Board of Directors.

1. The position of Chairman (as described in Section 5.01) and President (as referenced in Section 5.03) shall be combined, and shall be held by one person whose title shall be “Board President.”

2. The position of Manager shall not be routinely filled nor shall individual Board members be elected thereto. The Association’s Community Manager (who is not a member of the Board or of the Association, but is rather an employee of the management agent), shall carry out the management duties assigned to the management agent by the management services agreement.

3. The remaining executive officers shall be the Vice President, Secretary and Treasurer. As set forth in Section 5.03 of the Bylaws, any Board member may hold more than one (1) officer position, although it is the policy of the Association as promulgated by this Resolution that the Board President shall not hold any other officer position.

4. Officers of the Board shall be elected at an organizational meeting, which shall be conducted at the first regularly scheduled, properly noticed Board meeting after an annual meeting at which new Board members are elected. Officers shall serve in their positions for a term of one (1) year.

5. The Bylaws shall govern with respect to resignation, removal, incapacity or death of an officer while serving in an officer position.

6. If any policy set forth herein shall appear to conflict with any provision of the Bylaws, particularly Article V thereof, the policy provision shall be interpreted in such manner so as to logically reconcile the same with the relevant Bylaw provision.

**RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 2014-01  
 Pertaining to: Officer Positions on Board of Directors

Duly adopted at a meeting of the Board of Directors of the Roseberry Community Association held November 13, 2014

Motion by: Julie Turek Seconded by: Victoria Guarente

		VOTE:			
		YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u>	, Member	<u>X</u>	_____	_____	_____
<u>Victo Gu</u>	, Member	<u>X</u>	_____	_____	_____
<u>[Signature]</u>	, Member	<u>X</u>	_____	_____	_____
<u>Carol Campbell</u>	, Member	_____	_____	<u>X</u>	_____
_____	, Member	_____	_____	_____	_____

ATTEST:  
[Signature]  
 Secretary

11-13-14  
 Date

Book of Minutes - 2014

Resolution effective: 11-13-14

ROSEBERRY COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2019-1

**ASSOCIATION COMPLAINT PROCEDURES**  
(for resolving certain complaints from members and others)

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Roseberry Homeowners Association ("Association"), acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:

A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.

B. **Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.

1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting Sequoia Management Company, Inc.

C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Mail: Board of Directors, Roseberry Community Association  
c/o Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, VA 20151

By Hand-Delivery: Board of Directors, Roseberry Community Association  
c/o Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, VA 20151

D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.

E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

F. **Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. **Meeting at which Complaint will be Considered.** Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the

Board. This Notice may be combined with the acknowledgment of receipt referenced in Section D above.

3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
  - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
  - (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.

G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued disclosure packets..

EXHIBIT A  
(POLICY RESOLUTION NO. \_\_\_\_: "ASSOCIATION COMPLAINT PROCEDURES")

**ROSEBERRY COMMUNITY ASSOCIATION**

Mailing: 13998 Parkeast Circle      Delivery: 13998 Parkeast Circle  
Chantilly, VA 20151                      Chantilly, VA 20151

Phone #: 703-803-9641

**ASSOCIATION COMPLAINT FORM**  
**(for Complaints Against Association, Board or Managing Agent)**

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Roseberry Community Association (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

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2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

<hr/> <p style="text-align: center;">Printed Name</p>	<hr/> <p style="text-align: center;">Signature</p>	<hr/> <p style="text-align: center;">Date</p>
<hr/> <p style="text-align: center;">Mailing Address</p>		
<hr/> <p style="text-align: center;">Lot/Unit Address</p>		
<hr/> <p style="text-align: center;">E-mail Address</p>	<hr/> <p style="text-align: center;">Phone Number</p>	Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
804/367-2941  
CICOmbudsman@dpor.virginia.gov

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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**ROSEBERRY COMMUNITY ASSOCIATION  
RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 2012-1

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on July 30, 2012.

Motion by: Phil Caplinger

Seconded by: Amy Monroe

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
<u>Phil Caplinger</u>	Director	✓			
<u>Dena S. Stansbury</u>	Director	✓			
<u>Amy Monroe</u>	Director	✓			
	Director				
	Director				

Attest: JEP Monroe (Secretary)

Date: 7/30/12

Resolution effective as of date of adoption.

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROSEBERRY COMMUNITY ASSOCIATION**

**(Policies and Procedures Regarding Lot Maintenance) 08-02**

**WHEREAS**, Article 3, Section 3.01 of the Supplemental Declaration requires that each Owner shall keep their lots free of weeds, undergrowth, garbage, trash and unsightly debris and litter. It shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of buildings or grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. The height of the ground cover on a Lot (not including landscaping, shrubbery, or flowers unless used for ground cover) shall not exceed four inches (4"). All improvements on the Property shall be kept in good repair and painted on a regular basis, including all necessary ground maintenance and consistent with such Rules and Regulations as the Board of Directors may promulgate; and

**WHEREAS**, Section 55-513 (B) of the Virginia Property Owners' Association Act provides the Association with the power to suspend a members right to use facilities or services and to assess charges against members for violations of the governing documents;

**WHEREAS**, the Board of Directors deems it necessary and in the best interests of the Association to establish orderly procedures for the suspension of privileges and the assessment charges against Members for violations of the governing documents regarding Lot maintenance;

**NOW, THEREFORE BE IT RESOLVED THAT** the foregoing recitals are incorporated by reference herein and that the following procedures shall be adopted for the administrative and internal enforcement of violations of the governing documents, especially as they relate to the maintenance of the Lots within the community.

**I. ACTIONS PRIOR TO INITIATION OF FORMAL RESOLUTION PROCESS**

Any Member, Owner, or Agent of the Association has the authority to request that a Member, Owner or their family members, guests, or invitees cease or correct any act or omission which appears to be in violation of the governing documents.

The Board of Directors, an Association Committee or the Managing Agent may make initial attempts to secure compliance verbally or through correspondence.

**II. PRELIMINARY INVESTIGATION**

Upon receipt of an oral or written complaint, a committee member, the Managing Agent or a member of the Board of Directors may make a preliminary investigation as to the validity of the complaint. If the preliminary investigation indicates the need for further action, then the Board of Directors or a Committee may decide to initiate internal administrative proceedings pursuant to this resolution and establish a hearing date to determine the validity of the complaint. The association shall then serve the Owner(s) charged with violating the governing documents with a Notice of Hearing, which shall describe the violation.

III. NOTICE OF HEARING

The Board of Directors or a Committee shall serve a Notice of Hearing on the charged Member at least fourteen (14) days prior to the hearing by hand delivery or certified mail, return receipt requested, at the address of record with the Association. The Notice of Hearing shall be substantially in the following form, but may include other information.

You are hereby notified that a hearing will be held before the Board at (place) on (date), at (time) for the violation of \_\_\_\_\_ of the governing documents/architectural guidelines. You may be present at the hearing, may be represented by counsel, and may present any relevant evidence regarding the alleged violation.

If the charged member advises the Association that they cannot attend the hearing on the scheduled date and indicates the time and dates when they would be available, the Association may reschedule the hearing and deliver notice of the new hearing date and time.

VI. HEARING

At the hearing, the charged party may do the following:

- (a) make an opening statement;
- (b) introduce evidence, testimony and witnesses;
- (c) rebut evidence and testimony;
- (d) make a closing statement.

The decision of the Association shall be in writing and be issued within seven (7) days of the conclusion of the hearing.

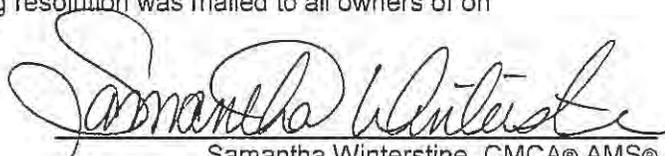
V. SANCTIONS

Disciplinary action imposed by the Association may include, but is not limited to, (a) the assessment of charges against the Member in accordance with Section 55-513 of the Virginia Property Owners' Association Act and (b) the suspension of the Members' rights to use the Association's facilities and services in accordance with 55-513(B) of the Virginia Property Owners' Association Act. In addition to the sanctions set forth above related to the internal administrative enforcement powers of the Association, the Association reserves its right at any time and under any circumstance to forego or supplement these internal administrative procedures and sanctions and pursue legal action pursuant to Article 9.01 of the Declaration for Roseberry Community Association.

This resolution was duly adopted by the Board of Directors this 18th day of March 2008.  
(date)

I hereby certify that a copy of the foregoing resolution was mailed to all owners of on

June 3, 2008  
(date)

  
Samantha Winterstine, CMCA® AMS®

Community Manager

Order: 6STQQGYQD

Address: 9400 Signal Station Dr

Order Date: 01-24-2020

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RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on March 18, 2008.

Motion by: Amy Monroe

Seconded by: Allyson Blisick

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Phil Caplinger</u> President	___	___	___	<u>X</u>
<u>Allyson Blisick</u> Vice President	<u>✓</u>	___	___	___
<u>Dena Stanbury</u> Treasurer	<u>✓</u>	___	___	___
<u>J. Emanuel</u> Secretary	<u>✓</u>	___	___	___
_____ Director	___	___	___	___

Resolution effective: May 1, 2008.

## Roseberry Community Association

### Administrative Resolution Number 08-01

#### Community Solicitation Prohibition Resolution

**Whereas**, Article 4, Section 4.01 (f) of the Bylaws grants the Board of Directors all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or the Bylaws directed to be done and exercised exclusively by the membership generally; and;

**Whereas**, the Board of Directors deems it desirable to establish a resolution to prohibit solicitations within the community;

**Now therefore, be it resolved** that a Community Solicitation Prohibition Resolution shall be adopted and implemented herewith:

1. No solicitation shall be within Roseberry Community Association.
2. Notice of the no solicitation policy shall be posted on signs in appropriate locations and in particular at all entrances to the community.
3. Nothing contained in this Resolution shall preclude individual owners from inviting contractors, deliverymen and other suppliers and contractors from visiting homes for legitimate business purposes.
4. The solicitation policy shall apply to owners, residents, guests, and contractors and suppliers of every kind and description.
5. Solicitation in violation of this provision shall be considered an illegal trespass giving the Association all legal remedies against persons violating this resolution, including application for injunctive relief and/or suits for damages.
6. Owners violating this Resolution may be subject to assessment of charges of up to \$50.00 for a single offense or \$10.00 per day for continuing violations, after notice and hearing, as required by the Virginia Property Owners' Association Act.<sup>1</sup>
7. Exceptions to the solicitation policy are as follows:
  - a) When specifically approved by the Board of Directors; or
  - b) Federal census taking.

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<sup>1</sup> Virginia Property Owners' Association Act, Section 55-513 Adoption and enforcement of Rules

This Resolution was duly adopted by the Board of Directors on this 19 day of February, 2008.

Roseberry Community Association

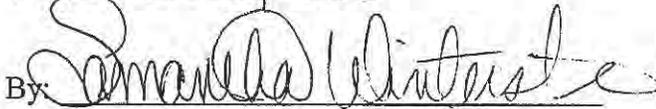
By:



Phil Caplinger, President

I hereby certify that the foregoing resolution was mailed to all owners of the records this 27 day of February, 2008.

By:



**ROSEBERRY COMMUNITY ASSOCIATION**

**POLICY RESOLUTION NO. 06-01**

(Adoption of Procedures for Compliance with the Virginia Property Owners Association Act)

**WHEREAS**, the Roseberry Community Association, Inc. is subject to the Virginia Property Owners' Association Act (hereinafter referred to as "the Act") located at Virginia Code §55-508 *et seq.*; and

**WHEREAS**, the Act creates certain requirements for the Association and members who want to sell their property;

**WHEREAS**, the Board of Directors believes that there is a need to establish orderly procedures to assist the Association and its membership to comply with the Act,

**NOW THEREFORE**, be it resolved that the Board adopts the following procedures:

1. In order to obtain the disclosure packet required by the Act, the requesting party must complete the attached form and mail/hand-deliver it to:

Roseberry Community Association  
c/o Community Manager  
Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, Virginia 20151

Or

The current management company retained by the Association.

2. As noted in the attached form, the requesting party must enclose payment for the preparation and issuance of the Disclosure Packet when submitting the request.

3. The fee for the Disclosure Packet is \$100.00 (or the maximum allowable by law), payable to Sequoia Management Company, Inc. or the current management company. Payment may be made by personal check or credit card.

4. After receipt of the completed form and fee, the Association shall conduct an inspection of the seller's lot in order to determine its compliance with the regulations of the community. Consistent with the right of access set forth in Article IX, Section 9.02 of the Association's Declaration, the Association reserves the right to send its representatives onto the seller's lot in order to conduct this inspection and document any improvements to the lot or house. Any interference or lack of compliance with the Association's right of entry or inspection of the seller's lot may delay or even stop the Association's processing and issuance of the Disclosure Packet.

5. Provided that the Association can exercise its rights, the Association shall make available the Disclosure Packet to the seller and shall contact the seller at the phone number or

Order: 6STQQGYQD

Address: 9400 Signal Station Dr

Order Date: 01-24-2020

Document not for resale

HomeWiseDocs

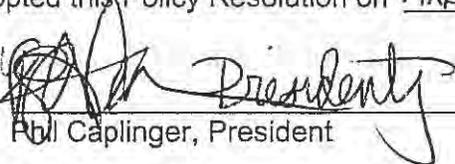
address provided by the seller on the attached request form within fourteen (14) days after receipt of the request, provided that the form is properly completed.

6. The statements contained in the Disclosure Packet shall be binding against the Association as of the date shown on the Disclosure Packet.

7. Any purchaser of a lot within the Association may request an update of the information expressed in a Disclosure Packet, provided that they submit a copy of the contract of sale to the Association at the address listed in paragraph 1 along with a written request for the update and payment of the Association's fee of \$50.00 (or the maximum allowed by law), payable to Sequoia Management Company, Inc. or current management company. The Association will comply with this request within ten (10) days of the submission of the request and payment of the fee.

I hereby certify that the Board of Directors adopted this Policy Resolution on MARCH 21<sup>ST</sup>, 2006.

By:

  
Paul Caplinger, President

**ROSEBERRY COMMUNITY ASSOCIATION**

**POLICY RESOLUTION NO. 2005- 3**

**ARCHITECTURAL CONTROL COMMITTEE**

**WHEREAS**, Article IV of the Bylaws of the Roseberry Community Association confers upon the Association's Board of Directors the power to "appoint whatever committees it deems appropriate in carrying out its duties," which duties are characterized as managing the business and affairs of the Association; and,

**WHEREAS**, Article VII, Section 7.03 (*Architectural Control: Protective Covenants and Restrictions - Architectural Control Committee*) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") states that the Board of Directors may appoint an Architectural Control Committee, "consisting of not less than three (3) nor more than five (5) members and which shall be entitled to enforce the...architectural restrictions [set forth in the Declaration]"; and,

**WHEREAS**, the foregoing section of the Declaration also confers upon the Board of Directors the authority to establish the duration of terms to be served by members of the Architectural Control Committee; and,

**WHEREAS**, it is the intent of the Board of Directors, pursuant to Section 7.03 of the Declaration, to appoint an Architectural Control Committee and to establish terms of office and procedures related thereto, for the benefit and protection of the Association's lot owners and the enforcement of the covenants of record which run with and bind the lots and the owners thereof;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors, by the Act, the Declaration and this Resolution, hereby establishes an Architectural Control Committee (hereinafter "ACC"), to consist of members appointed by the Board of Directors in the manner and for the terms of office hereinafter set forth:

**I. Appointment / Selection of Members**

- A. Any homeowner/member of the Association in good standing shall be eligible to serve as a member of the ACC. "In good standing" shall be defined as the member being current in both annual and special assessment accounts and maintaining one's property within Roseberry Community Association in full compliance with all covenants, conditions and restrictions as set forth in the Declaration and with all duly approved rules and regulations of the Association.

- B. ACC members shall be appointed by the Board of Directors. A written credential of the appointment shall not be required; rather, the appointment may be noted in the meeting minutes of the Board of Directors and that shall suffice to establish the authority of the member to serve on the ACC.
- C. Association members who are interested in serving on the ACC may volunteer for that position by making known their interest to the Board of Directors. Provided that the member is in good standing with the Association and that there is no other good cause why the volunteering member cannot serve, members who volunteer for service on the ACC shall ordinarily be appointed as a matter of course by the Board of Directors.
- D. Per the express terms of the Declaration, no more than five (5) ACC members shall be appointed and serve at any one time.
- E. Service on the ACC shall be at the pleasure of the Board of Directors. Oversight of the ACC's activities shall be performed by the Board of Directors. The Board of Directors, by a majority vote of a quorum of Directors, may terminate the service of any ACC member by removal with or without cause, and without any administrative or due process attendant thereto.
- F. Should less than three (3) members of the Association be willing to serve as ACC members, the ACC (as a committee) shall be deemed to be in a suspended status, but any Association members willing to serve the Association in a covenant enforcement capacity shall be considered covenant enforcement advisors to the Board of Directors and may perform those tasks and duties which by the Declaration are authorized to be performed by the ACC.

## **II. Terms of Office / Staggered Terms**

- A. The term of office for ACC membership shall be two (2) years in duration.
- B. The aforementioned term of office notwithstanding, the Board of Directors shall have the authority to adjust the term of office for each appointed ACC member from between one (1) to three (3) years, so as to achieve a staggered membership on the ACC, in the same manner as that pertaining to the Board of Directors and as set forth in Section 4.03 of the Bylaws.
- C. Upon removal, resignation or death of an ACC member, the Board of Directors may appoint a new ACC member to serve for the remainder of his predecessor's term.

- D. In the event that an ACC member volunteers to continue to serve in that capacity beyond the term of office, and provided that said member continues to be a member in good standing within the Association, the Board of Directors shall ordinarily approve such continued service until the ACC member's resignation, removal or death. In the event that ACC membership is or becomes a position sought by more than five (5) members of the Association, the Board of Directors shall maintain and enforce the above-prescribed terms of office.
  
- E. In the event that the members of the ACC deem it necessary, efficient or advantageous to appoint officers or specifically titled positions (*e.g.*, secretary) within the ACC, the members of the ACC amongst themselves shall so vote.

**ROSEBERRY COMMUNITY ASSOCIATION**

**REGULATORY RESOLUTION NO. 2005- 2**

**DUE PROCESS PROCEDURES**

**WHEREAS**, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, By-Laws and Rules and Regulations of the Association, as amended; and,

**WHEREAS**, Section 55-513A of the Act confers upon the Board of Directors “the power to establish, adopt and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the [D]eclaration...”; and,

**WHEREAS**, Section 55-513B of the Act empowers the Board of Directors, “to the extent the [D]eclaration or rules and regulations duly adopted pursuant thereto expressly so provide...to assess charges against any member for any violation of the [D]eclaration or rules and regulations for which the member or his family members, tenants, guests or other invitees are responsible”; and,

**WHEREAS**, it is the intent of the Board of Directors, pursuant to Section 55-513B of the Act, to provide the express authority necessary to allow the Association, acting through the Board of Directors, to assess charges against members for violations of the Declaration or rules and regulations of the Association, for the benefit and protection of the Association's lot owners and the enforcement of the covenants of record which run with and bind the lots and the owners thereof;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors, by the Act, the Declaration and this Resolution, are hereby empowered to suspend rights of use or to services, and to assess charges pursuant to Section 55-513B of the Act, and it is further resolved that the Board of Directors shall assess such charges for any violation of the Declaration, Bylaws or rules/regulations after the following procedures have been followed:

### **I. Complaint.**

A. Any lot owner, tenant, managing agent, employee or Board member who requests that the Board take action to enforce the Declaration and/or the Association's rules shall complete, date and sign a Complaint in a form similar to and containing the information contained on Exhibit "A" hereto.

B. The Complaint shall be submitted to the Board of Directors for a determination as to whether it appears that a rule or provision of the Declaration, Bylaws or rules/regulations allegedly has been violated.

C. The Board of Directors shall then take appropriate action, such as directing that a demand letter or a cease and desist letter be sent or that it be referred to counsel or County authorities.

### **II. Demand.**

A. If determined appropriate, a written demand letter which may be in a form similar to Exhibit "B" hereto shall be sent by first class mail or shall be hand-delivered to the lot owner at the address which the owner has provided to the Association or at the lot address, if no other address has been provided. A copy may be sent to the tenant if there is a tenant.

B. The demand letter 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. However, when the violation may constitute a health, safety or fire hazard, demand may be made to remedy the violation within twenty-four (24) hours.

C. The demand letter shall state that if the violation is not remedied, the lot owner must request in writing a hearing before the Board to avoid imposition of charges or suspension of rights or services. The letter shall also state that if no hearing is requested, the owner shall be deemed to have waived the opportunity for a hearing and rules violation charges or suspensions may be assessed. The demand letter may be combined with the notice of hearing referenced in Section III of this Resolution if the violation is of a serious nature or if previous notices of violation have been sent to the owner.

### **III. Notice of Hearing.**

A. If the alleged violation is not remedied within the date or time specified in the demand letter referenced in Section II and the owner requests a hearing, or if the Board determines a hearing is necessary, a notice of hearing shall be sent. Notice of a hearing shall be hand delivered or mailed by certified United States mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act, to the lot owner

at the address of record with the Association. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail. The demand letter referenced in Section II.B may be combined with the notice of hearing.

B. The notice of hearing may be similar to Exhibit "C" attached hereto and shall specify:

1) The time, date and place 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 (at the lot owner's expense) before the Board.

3) The alleged violation, citing provisions of the Declaration or the Association's rules which allegedly have been violated.

4) That charges for violation of the Declaration, Bylaws, or rules/regulations may include a charge of up to Fifty Dollars (\$50.00) for a single offense, or Ten Dollars (\$10.00) per day for any offense of a continuing nature, for a period not to exceed ninety (90) days or such greater amounts as may be authorized by the Virginia Property Owners' Association Act.

5) That the alleged violation may result in the suspension of services, facilities use or voting rights.

#### **IV. Hearing.**

A. The hearing shall be scheduled at a reasonable and convenient time and place within the Board of Directors' discretion.

B. The Board, 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.

C. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the lot owner with an opportunity to be heard and to be represented by counsel.

D. The hearing shall be conducted in private executive session unless the lot owner requests that the hearing be open to owners and residents. If the hearing is conducted in open session, the chairman of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing held, the Board, within its discretion, may afford those residents involved with the dispute or violation an opportunity to be heard within reasonable time limits.

E. After proper notice has been given, if the lot owner fails to appear at the hearing or if

no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges from the final compliance date of the letter, suspend use rights or services or take such other action as may be authorized by the Act, the Declaration or this Resolution.

F. If the lot owner acknowledges responsibility for the violation charged, or does not wish to contest the alleged charge, the Board may, in its discretion, dispense with a hearing after having afforded the lot owner an opportunity for a hearing.

G. Within seven (7) days of the hearing, the Board shall, by hand-delivery or certified mail, return receipt requested, notify the lot owner of its decision, any suspension of use rights and/or the assessment of any charges and the date from which those assessments shall accrue and be due.

#### **V. Records.**

The Board shall keep copies of all correspondence related to rules violations in the lot owner's file or in a separate file on rules violations. Minutes of each hearing or meeting shall be kept and a form similar to that attached hereto as Exhibit "D" shall be completed and placed in the lot owner's file and appropriate Association files.

#### **VI. Assessment of Charges.**

Pursuant to Section 55-513 B of the 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 the owner's lot for the purpose of Section 55-516 of the Act regarding liens. Such amounts shall also be the personal obligation of the owner.

#### **VII. Other Remedies.**

This Resolution shall not be interpreted to require a hearing prior to assessment of rules violation charges if a hearing is not requested, or to prevent the Association from exercising any other remedies authorized or available under the Act, the Declaration, the Bylaws or this Resolution, and shall not constitute an election of remedies.

# ROSEBERRY COMMUNITY ASSOCIATION

## Exhibit "A" to the Resolution on Due Process Procedures

Covenant / Rule Violation Complaint

Date: \_\_\_\_\_

1. Name of person(s) violating covenant / rule: \_\_\_\_\_  
\_\_\_\_\_

2. Lot # of person(s) violating covenant / rule: \_\_\_\_\_  
\_\_\_\_\_

3. Are the person(s) named in question 1 tenants or owners?  
\_\_\_\_\_  
\_\_\_\_\_

4. Describe in detail how and where the covenant or rule was violated:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. When did the violation(s) occur? \_\_\_\_\_  
\_\_\_\_\_

6. Have you personally requested the lot owner and/or tenant to cease the violation?  
\_\_\_\_ Yes, \_\_\_\_ No, \_\_\_\_ Verbally, \_\_\_\_ By written request. When? \_\_\_\_\_

7. Name and lot number of person(s) making complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Signature(s) \_\_\_\_\_  
\_\_\_\_\_

-----  
**FOR ASSOCIATION USE ONLY**

9. Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

10. Provision(s) of Governing Documents or Rule(s) violated:  
\_\_\_\_\_

11. Registered Name(s) of lot owner(s): \_\_\_\_\_  
\_\_\_\_\_

12. Owner's address if non-resident: \_\_\_\_\_

Order: 6STQOGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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\_\_\_\_\_

13. Registered name(s) of tenant(s): \_\_\_\_\_

\_\_\_\_\_

14. Comment: \_\_\_\_\_

\_\_\_\_\_

15. Date demand letter sent to lot owner: \_\_\_\_\_

16. Owner/Tenant \_\_\_\_\_ does/ \_\_\_\_\_ does not request a hearing.  
Date request received: \_\_\_\_\_

17. Referred to Board on \_\_\_\_\_, 20\_\_\_\_.

18. Date notice of hearing sent: \_\_\_\_\_

cc: Lot Owner File (optional-record may be closed)  
Rules Violation File

**ROSEBERRY COMMUNITY ASSOCIATION**

**EXHIBIT "B" TO THE  
RESOLUTION ON DUE PROCESS PROCEDURES  
DEMAND TO CEASE AND CORRECT**

(Owner) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

You are hereby notified that a complaint has been made against you (or your tenants) for the alleged violation of the following covenant (or rule or regulation) of the Association:

\_\_\_\_\_

\_\_\_\_\_

Perhaps you were not aware of the covenants running with the land and/or the Association's rules, or perhaps you do not believe you are in violation. However, the covenants and rules are enforced for the benefit of all residents and to maintain property values throughout the community. You are requested to immediately cease and correct all of the above violations within ten (10) days from the date of this letter. If you need more time to make repairs, you must request additional time and notify the Board in writing as to when the repairs will be done.

If you wish to contest the alleged violation and avoid imposition of charges or suspension of use rights or services, you must request a hearing before the Board of Directors in writing within ten (10) days from the date of this letter. If you request a hearing, complete the bottom portion of this letter and return a copy to the Board of Directors. The Board of Directors or its agent will send you a notice by certified mail, return receipt requested, stating the hearing time and place. Alternatively, if you elect to cease and correct the violation within ten (10) days, please send a copy of this letter to the Board of Directors noting that the violation has been stopped or corrected. If you fail to respond to this letter and the violation persists, you will be deemed to have waived your hearing right and you may be assessed rules violation charges of up to Ten Dollars (\$10.00) per day for a continuing violation for a period of up to ninety (90) days or up to Fifty Dollars (\$50.00) for each single violation without further notice. The Board may also take other legal action against you.

Sincerely,  
The Board of Directors

cc: Lot owner file

Return to:

Name: \_\_\_\_\_ Lot # \_\_\_\_\_

\_\_\_ I hereby request a hearing before the Board to contest the violation.

\_\_\_ I have ceased and/or corrected the violation and will refrain from further violations.

\_\_\_\_\_  
Signature

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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**ROSEBERRY COMMUNITY ASSOCIATION**

**EXHIBIT "C" TO THE  
RESOLUTION ON DUE PROCESS PROCEDURES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

**Re: Notice of Rules Violation Hearing**

Dear \_\_\_\_\_:

You are hereby notified that a hearing will be held before the Board of Directors of the Roseberry Community Association at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_ .m., pursuant to Section 55-513 B. of the Virginia Property Owners' Association Act and the Association's Due Process Procedures, for your (or your tenant's) alleged violation of the following covenant or rule of the Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may be present at the hearing, may, but need not be, represented by counsel (at your expense), and you will be given full opportunity to be heard by the Board of Directors regarding this matter.

Please be advised that if the Board determines that you are in violation of the Governing Documents and rules and regulations, charges of up to Fifty Dollars (\$50.00) for a one-time violation or up to Ten Dollars (\$10.00) per day for a period of up to ninety (90) days for a continuing violation may be assessed against you and your lot and your right to services and facilities use, including reserved parking and the right to vote, may be suspended. In addition to this hearing, the Board may elect such other remedies as are authorized by the Virginia Property Owners' Association Act, the Association's Declaration, Bylaws and rules, and by law.

If you have any questions or wish to communicate with the Board regarding this matter, please call: \_\_\_\_\_

Sincerely,

cc: Lot Owner File  
Rules Violation File

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
HomeWiseDocs

**ROSEBERRY COMMUNITY ASSOCIATION**

**EXHIBIT "D" TO THE  
RESOLUTION ON DUE PROCESS PROCEDURES**

**RECORD OF HEARING**

Hearing Date and Time: \_\_\_\_\_

Lot Owner(s): \_\_\_\_\_

Lot #: \_\_\_\_\_

Address if other than lot: \_\_\_\_\_

Alleged Violation: \_\_\_\_\_

Provisions of Governing Documents Violated: \_\_\_\_\_

Persons in Attendance: \_\_\_\_\_

Decision of Board and Reasoning: \_\_\_\_\_

Charges Imposed (date commencing): \_\_\_\_\_

Other Sanctions Imposed: \_\_\_\_\_

Comments:

***ROSEBERRY COMMUNITY ASSOCIATION***

**REGULATORY RESOLUTION NO. 2006-02**

**VEHICLE / PARKING RULES AND REGULATIONS &  
ENFORCEMENT OF RESTRICTIVE PARKING COVENANT**

**WHEREAS**, Section 55-515A of the Virginia Property Owners' Association Act ("Act") charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, By-Laws and Rules and Regulations of the Association, as amended; and,

**WHEREAS**, Section 55-513A of the Act confers upon the Association's Board of Directors the power "to establish, adopt and enforce rules and regulations with respect to the use of the common areas and with respect to such other areas of responsibility assigned to the [A]ssociation by the [D]eclaration..."; and,

**WHEREAS**, Article VII, Section 7.07(d) (*Prohibited Uses and Nuisances*) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Roseberry Community Association ("Declaration") states in pertinent part:

**No trucks** or heavy equipment shall be permitted to be parked on the streets servicing the Property, **or in the driveway of any residence**, provided that each Owner shall be allowed to park one pickup truck in the driveway of his Lot...[n]o unlicensed, **inoperable** or junk vehicles...shall be permitted on the Property...[n]o equipment, **commercial vehicles** or vehicles weighing in excess of seven thousand (7,000) pounds gross vehicle weight shall be parked on any Lot or Common Area....(emphasis added); and;

**WHEREAS**, the aforementioned section of the Declaration states that the covenants and restrictions set forth therein "shall apply to all portions of the Property, including any portion thereof considered Exempt Property..."; and,

**WHEREAS**, Section 1.13 of the Declaration defines the term "Exempt Property" as including the public streets within the subdivision and all common area of the Association; and,

**WHEREAS**, Article XIII, Section 13.01 (*General - Interpretation by the Association Board*) of the Declaration confers upon the Board of Directors "the right to construe and interpret the provisions of this Declaration and any rules and regulations promulgated pursuant to

use as a work vehicle, as evidenced by the visible display of pipes, lumber, ladders, ladder rack, tools or other equipment or material. The term "commercial vehicle" shall not include public service government vehicles, such as law enforcement or fire safety vehicles that are intended to be "at the ready" for public service, *etc.*

2. For the purposes of this resolution and the enforcement of the relevant restrictive covenant, the term "inoperable vehicle" shall be defined in part as set forth in the Prince William County Zoning Ordinance (Article I, Part 100 - Definitions); to wit:

Any motor vehicle, trailer or semi trailer which is not in operating condition; or which for a period of **5 days** or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for the operation of the vehicle; or on which there are displayed neither valid license plates nor a valid inspection detail.

3. The terms "motor vehicle repair or maintenance" as set forth in the restrictive covenant shall be deemed not to include washing one's vehicle or checking fluid levels. Such activity is permissible. That notwithstanding, changing/draining any vehicle fluids, performing any type of mechanical repair, or performing any type of activity which involves parts or having a vehicle on a jack or blocks are considered to be activities appropriately described as "motor vehicle repair or maintenance" and thus are prohibited, except when performed in a garage and out of public view.

4. The prohibition against vehicles in excess of 7,000 lbs shall not be deemed to apply to privately-owned, **personal use, non-commercial** passenger sport utility vehicles or pick-up truck, in the event that such vehicle may have a gross vehicle weight in excess of the 7,000 lb. limit.

## RULES/REGULATIONS

The following rules/regulations are hereby approved and adopted by the Board of Directors, and shall be in addition to the restrictive covenant at Section 7.07(d) of the Declaration.

1. **Storage of vehicles.** No vehicles shall be stored anywhere within the boundaries of the Association, **other than in garages or on private driveways**, and even then such vehicles shall be subject to the prohibition set forth in the restrictive covenant pertaining to unlicensed, inoperable or junk vehicles. For the purpose of this regulation, the term "stored" means that the vehicle is not operated for 30 days or more at a time. This regulation will pertain regardless of the license/registration status of the vehicle. The purpose of the regulation, as stated, is to discourage vehicles from being parked on the Property and not moved for extended periods of time. Over time such vehicles become aesthetic eyesores, monopolize parking space, impair street cleaning and snow removal efforts, and detract from the general appearance and curb

The Association's management agent is:

Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, Virginia 20151-2283  
Phone: (703) 803-9641

The Prince William County Police Department may be called by any owner or tenant to ticket and/or tow a vehicle that is parked in a manner that blocks access to a fire hydrant. The Board of Directors reserves the right to tow from fire lanes, as enforced through random patrol.

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
HomeWiseDocs

**ROSEBERRY COMMUNITY ASSOCIATION**

**RESOLUTION ACTION RECORD**

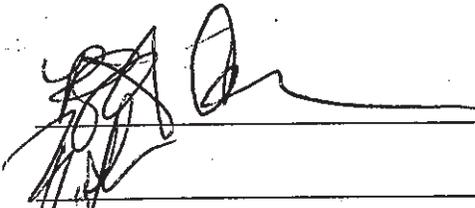
Resolution Type: Regulatory No. 2006-2

Pertaining to: Enforcement of Restrictive Parking Covenant

Duly adopted at a meeting of the Board of Directors of the Roseberry Community Association held April 18, 2006.

Motion by: Brad Comey Seconded by: Amy Monroe

VOTE:

	YES	NO	ABSTAIN	ABSENT
 _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ , Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Dan Kuznitsy</u> _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Dena Hansbury</u> _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>J. Monroe</u> _____, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Dena Hansbury  
Secretary

4/18/06  
Date

Book of Minutes - 2006

Book Resolutions:	Book No.	Page No.
Policy	_____	_____
<b>Regulatory</b>	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: June 1, 2006

## ***ROSEBERRY COMMUNITY ASSOCIATION***

### **POLICY / REGULATORY RESOLUTION NO. 2015- 01**

#### **ASSESSMENT COLLECTION POLICY**

**WHEREAS**, Article IV, Section 4.12 (*Levy of Assessments - Assessment Procedures*) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") (of record in the land records of Prince William County at Deed Book 2638, Page 0940, *et seq.*) of the Roseberry Community Association ("Association"), as authorized by Sections 55-513A and 55-515 of the *Virginia Property Owners' Association Act* (Va. Code § 55-508, *et seq.* ("Act")), grant the Board of Directors of the Association "the power and the authority to adopt procedures for the purpose of making, billing and collecting the Annual Assessment and any Special Assessments..."; and,

**WHEREAS**, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, By-Laws and Rules and Regulations of the Association, as amended; and,

**WHEREAS**, Article IV, Section 4.01 of the Declaration creates an assessment obligation for all lot owners and Article IV, Section 4.09 (*Remedies of the Association for Nonpayment of Assessments*) sets forth remedies for nonpayment of the assessment and empowers the Board to enforce the covenants; and,

**WHEREAS**, Article IV, Section 4.09 of the Declaration provides that any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate established by law (hereby set at twelve (12) percent per annum) and that the Board may foreclose the lien and bring an action at law against delinquent lot owners, and pursuant to Article IV, Section 4.01, recover reasonable attorneys' fees and costs; and,

**WHEREAS**, Section 55-513B of the Act and Article IV, Section 4.09(a)(4) of the Declaration empowers the Board of Directors, in the event that a member is delinquent in the payment of the assessment obligation, to suspend a member's right to use facilities or services offered by the Association and to suspend the right to vote; and,

**WHEREAS**, it is the intent of the Board of Directors, pursuant to Section 4.12 of the Declaration, to establish rules and regulations regarding the assessment collection policy of the Association for the benefit and protection of the Association's lot owners and residents by establishing procedures which ensure consistency of enforcement;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
HomeWiseDocs

adopts the following policy to become effective July 31, 2015, which policy shall supercede and govern over the collections policy promulgated by Policy Resolution 2005-1.

## **I ROUTINE COLLECTIONS**

A. All annual assessments will be collected on a quarterly basis and shall be due and payable on the first day of each month. If a lot owner is in default in payment of any quarterly installment for more than thirty (30) days, the assessment shall be considered delinquent and the right to vote shall be suspended until the account is brought current.

B. All special assessments, whether in lump sum or installments, shall be collected (if in installments) on a quarterly basis and shall be due and payable on the first day of each month of the assessment year in which the assessment was approved. If applicable, the notice of special assessment shall set forth any other payment arrangements which may differ from the aforementioned schedule, as may be established by the Board of Directors.

C. All documents, correspondence, and notices relating to assessments or charges shall be mailed or delivered to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

D. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

E. Charges assessed pursuant to the Association's Declaration, By-Laws and resolutions or for rules violations shall be collected as an assessment or in such manner as shall be determined by the Board of Directors.

## **II. REMEDIES FOR NONPAYMENT OF ASSESSMENTS**

A. If payment of the total assessments or charges due, including special assessments, interest, late fees and returned check charges is not received by the managing agent by the thirtieth (30th) day after the due date, the account shall be deemed late and a late fee of \$25.00 shall be added to the account from the date of delinquency and shall be a part of the continuing lien for assessments as provided for in the Declaration (Section 4.09(a)(1)) and the Act, until all sums due and owing shall have been paid in full. This shall be deemed a rule of the Association, duly approved and adopted by the Board of Directors.

B. If a check is returned and an assessment or charge due and owing is not otherwise received in the applicable time period, as provided in Paragraph II.A. above, the account shall be deemed late and interest shall be added in addition to a Twenty-Five Dollar (\$25.00) returned check charge or such other amount as the Board shall determine, if applicable.

C. A "Late Notice" shall be sent by the managing agent to lot owners who have not paid assessments or charges, in full, by the thirtieth (30th) day after the due date. The notice shall

advise the owners that their right to park in their reserved spaces and use recreational facilities or other services and facilities of the Association may be suspended if their account remains delinquent for more than sixty (60) days and shall offer them the opportunity to have a hearing before the Board to contest that suspension. The notice shall also warn them that their account may be accelerated and referred to legal counsel if it becomes more than sixty (60) days delinquent.

D. If an assessment or other charge due and owing is not received within sixty (60) days after it is due, the delinquent lot owner's privilege to use a reserved parking space, recreational facilities or other services and facilities of the Association shall be suspended and revoked after an opportunity for a hearing has been provided and until the account is paid in full or a satisfactory payment plan is accepted by the Board.

E. If payment in full, of any assessment or charge, interest and returned check charge, is not received by the managing agent by the ninetieth (90th) day after the due date, the account shall be referred to counsel for the Association and shall be accelerated. The managing agent or counsel shall mail a demand for payment, notice of acceleration of the annual and/or special assessment for the balance of the fiscal year and lien warning letter by certified mail to the lot owner at the address listed on the books of the Association.

F. If payment in full, of the amounts due, is not received by counsel or the managing agent within fifteen (15) days after the lien warning letter has been sent by certified mail, an accelerated memorandum of lien shall be filed. Non-receipt of a notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees, interest from the date of delinquency at twelve (12) percent, and the costs of collection, including, without limitation, the costs of filing and releasing the memorandum of lien, shall be added to the account and the delinquent lot owner shall be liable for all costs, interest, and attorneys' fees pursuant to Article IV, Section 4.01 of the Declaration.

G. If payment in full, of all amounts due, is not received by counsel or the managing agent by the one-hundredth and twentieth (120th) day after a due date, a civil suit for the accelerated assessment may be filed personally against the delinquent lot owners.

H. If an account remains delinquent after the filing of a lien or civil suit or in lieu thereof, counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in Paragraph I and unless directed otherwise by the Board of Directors of the Association. The aforementioned time guidelines are advisory only. The Association shall not be bound thereby if in the exercise of its discretion the Board of Directors deems expedited action is required regarding any particular account.

I. If a lien remains unpaid, a suit to enforce the lien or a public sale to foreclose on the lot may be initiated within thirty-six (36) months of the date the lien is recorded, upon authorization from the Board of Directors.

J. If the Association receives from any owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

K. All costs incurred by the Association as a result of any violation of the Declaration, By-Laws, rules and regulations or resolutions of the Association by a lot owner, his family, employees, agents, lessees or licensees, shall be specially assessed or charged against the lot and shall be a personal obligation of the lot owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from a lot owner's failure to pay charges or assessments when due (costs of collection, as authorized by Section 4.01, Declaration). The management agent is hereby authorized to charge against an assessment account a \$20.00 replacement fee to cover the issuance of replacement coupons for coupons lost or misplaced by the owner(s).

L. The Board may grant a waiver of any provision herein, except filing of memoranda of liens beyond the statutory deadline, upon petition, in writing, by a lot owner alleging a personal hardship. Such relief granted a lot owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

M. The Board hereby authorizes the managing agent to waive the imposition of interest on payments received by the managing agent after the thirtieth (30th) day of the month, if, in the judgment of the managing agent, the delinquent lot owner has owned the lot for less than three (3) months at the time of the delinquency and the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment.

N. Payments received from a lot owner shall be credited in the following order:

1. Charges for attorneys' fees and court costs.
2. All returned check charges, interest accrued and late fees, as applicable.
3. The quarterly and any special assessment of each lot, applied first to the oldest amount due.



# ***ROSEBERRY COMMUNITY ASSOCIATION***

## **POLICY RESOLUTION NO. 2014- 01**

### **OFFICER POSITIONS ON BOARD OF DIRECTORS**

**WHEREAS**, Roseberry Community Association (“Association”) is a Virginia property owners’ association organized and operating pursuant to the *Virginia Property Owners’ Association Act* (Va. Code § 55-508, *et seq.*), and also a Virginia nonstock corporation, organized and operating in accordance with the *Virginia Nonstock Corporation Act* (Va. Code § 13.1-801, *et seq.*); and,

**WHEREAS**, the Articles of Incorporation establish a Board of Directors as the executive organ of the Association, which Board shall manage the affairs of the Association, but the Articles do not otherwise speak to officer positions on the Board; and,

**WHEREAS**, Article V (*Officers and Their Duties*) of the Bylaws set forth the officer positions of the Board of Directors, the principal positions of which include a Chairman (a mandatory position) and a “Manager” (a discretionary or optional position); and,

**WHEREAS**, the aforementioned section of the Bylaws also allows for the election by the Board of additional executive officers; and,

**WHEREAS**, the Board is of the opinion that as a policy matter, the issue of Board officers will be more manageable if a slate of officer positions more similar to the typical Virginia property owners’ association implemented;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors, on behalf of the Association and in accordance with the Bylaws, declares as policy of the Association the following supplemental policies regarding executive officer positions on the Board of Directors.

1. The position of Chairman (as described in Section 5.01) and President (as referenced in Section 5.03) shall be combined, and shall be held by one person whose title shall be “Board President.”

2. The position of Manager shall not be routinely filled nor shall individual Board members be elected thereto. The Association’s Community Manager (who is not a member of the Board or of the Association, but is rather an employee of the management agent), shall carry out the management duties assigned to the management agent by the management services agreement.

3. The remaining executive officers shall be the Vice President, Secretary and Treasurer. As set forth in Section 5.03 of the Bylaws, any Board member may hold more than one (1) officer position, although it is the policy of the Association as promulgated by this Resolution that the Board President shall not hold any other officer position.

4. Officers of the Board shall be elected at an organizational meeting, which shall be conducted at the first regularly scheduled, properly noticed Board meeting after an annual meeting at which new Board members are elected. Officers shall serve in their positions for a term of one (1) year.

5. The Bylaws shall govern with respect to resignation, removal, incapacity or death of an officer while serving in an officer position.

6. If any policy set forth herein shall appear to conflict with any provision of the Bylaws, particularly Article V thereof, the policy provision shall be interpreted in such manner so as to logically reconcile the same with the relevant Bylaw provision.

**RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 2014-01  
 Pertaining to: Officer Positions on Board of Directors

Duly adopted at a meeting of the Board of Directors of the Roseberry Community Association held November 13, 2014

Motion by: Julie Turek Seconded by: Victoria Guarente

		VOTE:			
		YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u>	, Member	<u>X</u>	_____	_____	_____
<u>Victo Gu</u>	, Member	<u>X</u>	_____	_____	_____
<u>[Signature]</u>	, Member	<u>X</u>	_____	_____	_____
<u>Carol Campbell</u>	, Member	_____	_____	<u>X</u>	_____
_____	, Member	_____	_____	_____	_____

ATTEST:  
[Signature]  
 Secretary

11-13-14  
 Date

Book of Minutes - 2014

Resolution effective: 11-13-14

ROSEBERRY COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2019-1

**ASSOCIATION COMPLAINT PROCEDURES**  
(for resolving certain complaints from members and others)

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Roseberry Homeowners Association ("Association"), acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:

A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.

B. **Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.

1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting Sequoia Management Company, Inc.

C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Mail: Board of Directors, Roseberry Community Association  
c/o Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, VA 20151

By Hand-Delivery: Board of Directors, Roseberry Community Association  
c/o Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, VA 20151

D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.

E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

F. **Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. **Meeting at which Complaint will be Considered.** Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the

Board. This Notice may be combined with the acknowledgment of receipt referenced in Section D above.

3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
  - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
  - (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.
- G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:
  1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
  2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
  3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).
- H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.
- I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued disclosure packets..

EXHIBIT A  
(POLICY RESOLUTION NO. \_\_\_\_: "ASSOCIATION COMPLAINT PROCEDURES")

**ROSEBERRY COMMUNITY ASSOCIATION**

Mailing: 13998 Parkeast Circle      Delivery: 13998 Parkeast Circle  
Chantilly, VA 20151                      Chantilly, VA 20151

Phone #: 703-803-9641

**ASSOCIATION COMPLAINT FORM**  
**(for Complaints Against Association, Board or Managing Agent)**

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Roseberry Community Association (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

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2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

_____	_____	_____
Printed Name	Signature	Date
_____		
Mailing Address		
_____		
Lot/Unit Address		
_____	_____	Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail
E-mail Address	Phone Number	<input type="checkbox"/> Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
804/367-2941  
CICOmbudsman@dpor.virginia.gov

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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**ROSEBERRY COMMUNITY ASSOCIATION  
RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 2012-1

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on July 30, 2012.

Motion by: Phil Caplinger

Seconded by: Amy Monroe

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
<u>Phil Caplinger</u>	Director	✓			
<u>Dena S. Stansbury</u>	Director	✓			
<u>Amy Monroe</u>	Director	✓			
	Director				
	Director				

Attest: JEP Monroe (Secretary)

Date: 7/30/12

Resolution effective as of date of adoption.

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF ROSEBERRY COMMUNITY ASSOCIATION**

**(Policies and Procedures Regarding Lot Maintenance) 08-02**

**WHEREAS**, Article 3, Section 3.01 of the Supplemental Declaration requires that each Owner shall keep their lots free of weeds, undergrowth, garbage, trash and unsightly debris and litter. It shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of buildings or grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. The height of the ground cover on a Lot (not including landscaping, shrubbery, or flowers unless used for ground cover) shall not exceed four inches (4"). All improvements on the Property shall be kept in good repair and painted on a regular basis, including all necessary ground maintenance and consistent with such Rules and Regulations as the Board of Directors may promulgate; and

**WHEREAS**, Section 55-513 (B) of the Virginia Property Owners' Association Act provides the Association with the power to suspend a members right to use facilities or services and to assess charges against members for violations of the governing documents;

**WHEREAS**, the Board of Directors deems it necessary and in the best interests of the Association to establish orderly procedures for the suspension of privileges and the assessment charges against Members for violations of the governing documents regarding Lot maintenance;

**NOW, THEREFORE BE IT RESOLVED THAT** the foregoing recitals are incorporated by reference herein and that the following procedures shall be adopted for the administrative and internal enforcement of violations of the governing documents, especially as they relate to the maintenance of the Lots within the community.

**I. ACTIONS PRIOR TO INITIATION OF FORMAL RESOLUTION PROCESS**

Any Member, Owner, or Agent of the Association has the authority to request that a Member, Owner or their family members, guests, or invitees cease or correct any act or omission which appears to be in violation of the governing documents.

The Board of Directors, an Association Committee or the Managing Agent may make initial attempts to secure compliance verbally or through correspondence.

**II. PRELIMINARY INVESTIGATION**

Upon receipt of an oral or written complaint, a committee member, the Managing Agent or a member of the Board of Directors may make a preliminary investigation as to the validity of the complaint. If the preliminary investigation indicates the need for further action, then the Board of Directors or a Committee may decide to initiate internal administrative proceedings pursuant to this resolution and establish a hearing date to determine the validity of the complaint. The association shall then serve the Owner(s) charged with violating the governing documents with a Notice of Hearing, which shall describe the violation.

III. NOTICE OF HEARING

The Board of Directors or a Committee shall serve a Notice of Hearing on the charged Member at least fourteen (14) days prior to the hearing by hand delivery or certified mail, return receipt requested, at the address of record with the Association. The Notice of Hearing shall be substantially in the following form, but may include other information.

You are hereby notified that a hearing will be held before the Board at (place) on (date), at (time) for the violation of \_\_\_\_\_ of the governing documents/architectural guidelines. You may be present at the hearing, may be represented by counsel, and may present any relevant evidence regarding the alleged violation.

If the charged member advises the Association that they cannot attend the hearing on the scheduled date and indicates the time and dates when they would be available, the Association may reschedule the hearing and deliver notice of the new hearing date and time.

VI. HEARING

At the hearing, the charged party may do the following:

- (a) make an opening statement;
- (b) introduce evidence, testimony and witnesses;
- (c) rebut evidence and testimony;
- (d) make a closing statement.

The decision of the Association shall be in writing and be issued within seven (7) days of the conclusion of the hearing.

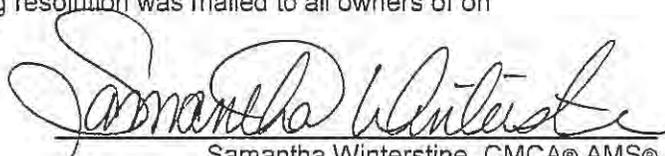
V. SANCTIONS

Disciplinary action imposed by the Association may include, but is not limited to, (a) the assessment of charges against the Member in accordance with Section 55-513 of the Virginia Property Owners' Association Act and (b) the suspension of the Members' rights to use the Association's facilities and services in accordance with 55-513(B) of the Virginia Property Owners' Association Act. In addition to the sanctions set forth above related to the internal administrative enforcement powers of the Association, the Association reserves its right at any time and under any circumstance to forego or supplement these internal administrative procedures and sanctions and pursue legal action pursuant to Article 9.01 of the Declaration for Roseberry Community Association.

This resolution was duly adopted by the Board of Directors this 18th day of March 2008.  
(date)

I hereby certify that a copy of the foregoing resolution was mailed to all owners of on

June 3, 2008  
(date)

  
Samantha Winterstine, CMCA® AMS®

Community Manager

Order: 6STQQGYQD

Address: 9400 Signal Station Dr

Order Date: 01-24-2020

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**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors held on March 18, 2008.

Motion by: Amy Monroe

Seconded by: Allyson Blisick

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Phil Caplinger</u> President	—	—	—	X
<u>Allyson Blisick</u> Vice President	✓	—	—	—
<u>Dena Stanbury</u> Treasurer	✓	—	—	—
<u>J. Emanuel</u> Secretary	✓	—	—	—
_____ Director	—	—	—	—

Resolution effective: May 1, 2008.

## Roseberry Community Association

### Administrative Resolution Number 08-01

#### Community Solicitation Prohibition Resolution

**Whereas**, Article 4, Section 4.01 (f) of the Bylaws grants the Board of Directors all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or the Bylaws directed to be done and exercised exclusively by the membership generally; and;

**Whereas**, the Board of Directors deems it desirable to establish a resolution to prohibit solicitations within the community;

**Now therefore, be it resolved** that a Community Solicitation Prohibition Resolution shall be adopted and implemented herewith:

1. No solicitation shall be within Roseberry Community Association.
2. Notice of the no solicitation policy shall be posted on signs in appropriate locations and in particular at all entrances to the community.
3. Nothing contained in this Resolution shall preclude individual owners from inviting contractors, deliverymen and other suppliers and contractors from visiting homes for legitimate business purposes.
4. The solicitation policy shall apply to owners, residents, guests, and contractors and suppliers of every kind and description.
5. Solicitation in violation of this provision shall be considered an illegal trespass giving the Association all legal remedies against persons violating this resolution, including application for injunctive relief and/or suits for damages.
6. Owners violating this Resolution may be subject to assessment of charges of up to \$50.00 for a single offense or \$10.00 per day for continuing violations, after notice and hearing, as required by the Virginia Property Owners' Association Act.<sup>1</sup>
7. Exceptions to the solicitation policy are as follows:
  - a) When specifically approved by the Board of Directors; or
  - b) Federal census taking.

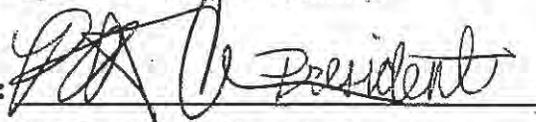
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<sup>1</sup> Virginia Property Owners' Association Act, Section 55-513 Adoption and enforcement of Rules

This Resolution was duly adopted by the Board of Directors on this 19 day of February, 2008.

Roseberry Community Association

By:



Phil Caplinger, President

I hereby certify that the foregoing resolution was mailed to all owners of the records this 27 day of February, 2008.

By:



**ROSEBERRY COMMUNITY ASSOCIATION**

**POLICY RESOLUTION NO. 06-01**

(Adoption of Procedures for Compliance with the Virginia Property Owners Association Act)

**WHEREAS**, the Roseberry Community Association, Inc. is subject to the Virginia Property Owners' Association Act (hereinafter referred to as "the Act") located at Virginia Code §55-508 *et seq.*; and

**WHEREAS**, the Act creates certain requirements for the Association and members who want to sell their property;

**WHEREAS**, the Board of Directors believes that there is a need to establish orderly procedures to assist the Association and its membership to comply with the Act,

**NOW THEREFORE**, be it resolved that the Board adopts the following procedures:

1. In order to obtain the disclosure packet required by the Act, the requesting party must complete the attached form and mail/hand-deliver it to:

Roseberry Community Association  
c/o Community Manager  
Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, Virginia 20151

Or

The current management company retained by the Association.

2. As noted in the attached form, the requesting party must enclose payment for the preparation and issuance of the Disclosure Packet when submitting the request.

3. The fee for the Disclosure Packet is \$100.00 (or the maximum allowable by law), payable to Sequoia Management Company, Inc. or the current management company. Payment may be made by personal check or credit card.

4. After receipt of the completed form and fee, the Association shall conduct an inspection of the seller's lot in order to determine its compliance with the regulations of the community. Consistent with the right of access set forth in Article IX, Section 9.02 of the Association's Declaration, the Association reserves the right to send its representatives onto the seller's lot in order to conduct this inspection and document any improvements to the lot or house. Any interference or lack of compliance with the Association's right of entry or inspection of the seller's lot may delay or even stop the Association's processing and issuance of the Disclosure Packet.

5. Provided that the Association can exercise its rights, the Association shall make available the Disclosure Packet to the seller and shall contact the seller at the phone number or

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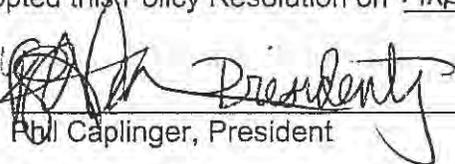
address provided by the seller on the attached request form within fourteen (14) days after receipt of the request, provided that the form is properly completed.

6. The statements contained in the Disclosure Packet shall be binding against the Association as of the date shown on the Disclosure Packet.

7. Any purchaser of a lot within the Association may request an update of the information expressed in a Disclosure Packet, provided that they submit a copy of the contract of sale to the Association at the address listed in paragraph 1 along with a written request for the update and payment of the Association's fee of \$50.00 (or the maximum allowed by law), payable to Sequoia Management Company, Inc. or current management company. The Association will comply with this request within ten (10) days of the submission of the request and payment of the fee.

I hereby certify that the Board of Directors adopted this Policy Resolution on MARCH 21<sup>ST</sup>, 2006.

By:

  
Paul Caplinger, President

**ROSEBERRY COMMUNITY ASSOCIATION**

**POLICY RESOLUTION NO. 2005- 3**

**ARCHITECTURAL CONTROL COMMITTEE**

**WHEREAS**, Article IV of the Bylaws of the Roseberry Community Association confers upon the Association's Board of Directors the power to "appoint whatever committees it deems appropriate in carrying out its duties," which duties are characterized as managing the business and affairs of the Association; and,

**WHEREAS**, Article VII, Section 7.03 (*Architectural Control: Protective Covenants and Restrictions - Architectural Control Committee*) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") states that the Board of Directors may appoint an Architectural Control Committee, "consisting of not less than three (3) nor more than five (5) members and which shall be entitled to enforce the...architectural restrictions [set forth in the Declaration]"; and,

**WHEREAS**, the foregoing section of the Declaration also confers upon the Board of Directors the authority to establish the duration of terms to be served by members of the Architectural Control Committee; and,

**WHEREAS**, it is the intent of the Board of Directors, pursuant to Section 7.03 of the Declaration, to appoint an Architectural Control Committee and to establish terms of office and procedures related thereto, for the benefit and protection of the Association's lot owners and the enforcement of the covenants of record which run with and bind the lots and the owners thereof;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors, by the Act, the Declaration and this Resolution, hereby establishes an Architectural Control Committee (hereinafter "ACC"), to consist of members appointed by the Board of Directors in the manner and for the terms of office hereinafter set forth:

**I. Appointment / Selection of Members**

- A. Any homeowner/member of the Association in good standing shall be eligible to serve as a member of the ACC. "In good standing" shall be defined as the member being current in both annual and special assessment accounts and maintaining one's property within Roseberry Community Association in full compliance with all covenants, conditions and restrictions as set forth in the Declaration and with all duly approved rules and regulations of the Association.

- B. ACC members shall be appointed by the Board of Directors. A written credential of the appointment shall not be required; rather, the appointment may be noted in the meeting minutes of the Board of Directors and that shall suffice to establish the authority of the member to serve on the ACC.
- C. Association members who are interested in serving on the ACC may volunteer for that position by making known their interest to the Board of Directors. Provided that the member is in good standing with the Association and that there is no other good cause why the volunteering member cannot serve, members who volunteer for service on the ACC shall ordinarily be appointed as a matter of course by the Board of Directors.
- D. Per the express terms of the Declaration, no more than five (5) ACC members shall be appointed and serve at any one time.
- E. Service on the ACC shall be at the pleasure of the Board of Directors. Oversight of the ACC's activities shall be performed by the Board of Directors. The Board of Directors, by a majority vote of a quorum of Directors, may terminate the service of any ACC member by removal with or without cause, and without any administrative or due process attendant thereto.
- F. Should less than three (3) members of the Association be willing to serve as ACC members, the ACC (as a committee) shall be deemed to be in a suspended status, but any Association members willing to serve the Association in a covenant enforcement capacity shall be considered covenant enforcement advisors to the Board of Directors and may perform those tasks and duties which by the Declaration are authorized to be performed by the ACC.

## **II. Terms of Office / Staggered Terms**

- A. The term of office for ACC membership shall be two (2) years in duration.
- B. The aforementioned term of office notwithstanding, the Board of Directors shall have the authority to adjust the term of office for each appointed ACC member from between one (1) to three (3) years, so as to achieve a staggered membership on the ACC, in the same manner as that pertaining to the Board of Directors and as set forth in Section 4.03 of the Bylaws.
- C. Upon removal, resignation or death of an ACC member, the Board of Directors may appoint a new ACC member to serve for the remainder of his predecessor's term.

- D. In the event that an ACC member volunteers to continue to serve in that capacity beyond the term of office, and provided that said member continues to be a member in good standing within the Association, the Board of Directors shall ordinarily approve such continued service until the ACC member's resignation, removal or death. In the event that ACC membership is or becomes a position sought by more than five (5) members of the Association, the Board of Directors shall maintain and enforce the above-prescribed terms of office.
- E. In the event that the members of the ACC deem it necessary, efficient or advantageous to appoint officers or specifically titled positions (*e.g.*, secretary) within the ACC, the members of the ACC amongst themselves shall so vote.

**ROSEBERRY COMMUNITY ASSOCIATION**

**REGULATORY RESOLUTION NO. 2005- 2**

**DUE PROCESS PROCEDURES**

**WHEREAS**, Section 55-515A of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, By-Laws and Rules and Regulations of the Association, as amended; and,

**WHEREAS**, Section 55-513A of the Act confers upon the Board of Directors “the power to establish, adopt and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the [D]eclaration...”; and,

**WHEREAS**, Section 55-513B of the Act empowers the Board of Directors, “to the extent the [D]eclaration or rules and regulations duly adopted pursuant thereto expressly so provide...to assess charges against any member for any violation of the [D]eclaration or rules and regulations for which the member or his family members, tenants, guests or other invitees are responsible”; and,

**WHEREAS**, it is the intent of the Board of Directors, pursuant to Section 55-513B of the Act, to provide the express authority necessary to allow the Association, acting through the Board of Directors, to assess charges against members for violations of the Declaration or rules and regulations of the Association, for the benefit and protection of the Association's lot owners and the enforcement of the covenants of record which run with and bind the lots and the owners thereof;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors, by the Act, the Declaration and this Resolution, are hereby empowered to suspend rights of use or to services, and to assess charges pursuant to Section 55-513B of the Act, and it is further resolved that the Board of Directors shall assess such charges for any violation of the Declaration, Bylaws or rules/regulations after the following procedures have been followed:

### **I. Complaint.**

A. Any lot owner, tenant, managing agent, employee or Board member who requests that the Board take action to enforce the Declaration and/or the Association's rules shall complete, date and sign a Complaint in a form similar to and containing the information contained on Exhibit "A" hereto.

B. The Complaint shall be submitted to the Board of Directors for a determination as to whether it appears that a rule or provision of the Declaration, Bylaws or rules/regulations allegedly has been violated.

C. The Board of Directors shall then take appropriate action, such as directing that a demand letter or a cease and desist letter be sent or that it be referred to counsel or County authorities.

### **II. Demand.**

A. If determined appropriate, a written demand letter which may be in a form similar to Exhibit "B" hereto shall be sent by first class mail or shall be hand-delivered to the lot owner at the address which the owner has provided to the Association or at the lot address, if no other address has been provided. A copy may be sent to the tenant if there is a tenant.

B. The demand letter 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. However, when the violation may constitute a health, safety or fire hazard, demand may be made to remedy the violation within twenty-four (24) hours.

C. The demand letter shall state that if the violation is not remedied, the lot owner must request in writing a hearing before the Board to avoid imposition of charges or suspension of rights or services. The letter shall also state that if no hearing is requested, the owner shall be deemed to have waived the opportunity for a hearing and rules violation charges or suspensions may be assessed. The demand letter may be combined with the notice of hearing referenced in Section III of this Resolution if the violation is of a serious nature or if previous notices of violation have been sent to the owner.

### **III. Notice of Hearing.**

A. If the alleged violation is not remedied within the date or time specified in the demand letter referenced in Section II and the owner requests a hearing, or if the Board determines a hearing is necessary, a notice of hearing shall be sent. Notice of a hearing shall be hand delivered or mailed by certified United States mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act, to the lot owner

at the address of record with the Association. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail. The demand letter referenced in Section II.B may be combined with the notice of hearing.

B. The notice of hearing may be similar to Exhibit "C" attached hereto and shall specify:

1) The time, date and place 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 (at the lot owner's expense) before the Board.

3) The alleged violation, citing provisions of the Declaration or the Association's rules which allegedly have been violated.

4) That charges for violation of the Declaration, Bylaws, or rules/regulations may include a charge of up to Fifty Dollars (\$50.00) for a single offense, or Ten Dollars (\$10.00) per day for any offense of a continuing nature, for a period not to exceed ninety (90) days or such greater amounts as may be authorized by the Virginia Property Owners' Association Act.

5) That the alleged violation may result in the suspension of services, facilities use or voting rights.

#### **IV. Hearing.**

A. The hearing shall be scheduled at a reasonable and convenient time and place within the Board of Directors' discretion.

B. The Board, 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.

C. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the lot owner with an opportunity to be heard and to be represented by counsel.

D. The hearing shall be conducted in private executive session unless the lot owner requests that the hearing be open to owners and residents. If the hearing is conducted in open session, the chairman of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing held, the Board, within its discretion, may afford those residents involved with the dispute or violation an opportunity to be heard within reasonable time limits.

E. After proper notice has been given, if the lot owner fails to appear at the hearing or if

no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges from the final compliance date of the letter, suspend use rights or services or take such other action as may be authorized by the Act, the Declaration or this Resolution.

F. If the lot owner acknowledges responsibility for the violation charged, or does not wish to contest the alleged charge, the Board may, in its discretion, dispense with a hearing after having afforded the lot owner an opportunity for a hearing.

G. Within seven (7) days of the hearing, the Board shall, by hand-delivery or certified mail, return receipt requested, notify the lot owner of its decision, any suspension of use rights and/or the assessment of any charges and the date from which those assessments shall accrue and be due.

#### **V. Records.**

The Board shall keep copies of all correspondence related to rules violations in the lot owner's file or in a separate file on rules violations. Minutes of each hearing or meeting shall be kept and a form similar to that attached hereto as Exhibit "D" shall be completed and placed in the lot owner's file and appropriate Association files.

#### **VI. Assessment of Charges.**

Pursuant to Section 55-513 B of the 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 the owner's lot for the purpose of Section 55-516 of the Act regarding liens. Such amounts shall also be the personal obligation of the owner.

#### **VII. Other Remedies.**

This Resolution shall not be interpreted to require a hearing prior to assessment of rules violation charges if a hearing is not requested, or to prevent the Association from exercising any other remedies authorized or available under the Act, the Declaration, the Bylaws or this Resolution, and shall not constitute an election of remedies.

# ROSEBERRY COMMUNITY ASSOCIATION

## Exhibit "A" to the Resolution on Due Process Procedures

Covenant / Rule Violation Complaint

Date: \_\_\_\_\_

1. Name of person(s) violating covenant / rule: \_\_\_\_\_  
\_\_\_\_\_

2. Lot # of person(s) violating covenant / rule: \_\_\_\_\_  
\_\_\_\_\_

3. Are the person(s) named in question 1 tenants or owners?  
\_\_\_\_\_  
\_\_\_\_\_

4. Describe in detail how and where the covenant or rule was violated:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. When did the violation(s) occur? \_\_\_\_\_  
\_\_\_\_\_

6. Have you personally requested the lot owner and/or tenant to cease the violation?  
\_\_\_\_ Yes, \_\_\_\_ No, \_\_\_\_ Verbally, \_\_\_\_ By written request. When? \_\_\_\_\_

7. Name and lot number of person(s) making complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Signature(s) \_\_\_\_\_  
\_\_\_\_\_

-----  
**FOR ASSOCIATION USE ONLY**

9. Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

10. Provision(s) of Governing Documents or Rule(s) violated:  
\_\_\_\_\_

11. Registered Name(s) of lot owner(s): \_\_\_\_\_  
\_\_\_\_\_

12. Owner's address if non-resident: \_\_\_\_\_

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\_\_\_\_\_

13. Registered name(s) of tenant(s): \_\_\_\_\_

\_\_\_\_\_

14. Comment: \_\_\_\_\_

\_\_\_\_\_

15. Date demand letter sent to lot owner: \_\_\_\_\_

16. Owner/Tenant \_\_\_\_\_ does/ \_\_\_\_\_ does not request a hearing.

Date request received: \_\_\_\_\_

17. Referred to Board on \_\_\_\_\_, 20\_\_\_\_.

18. Date notice of hearing sent: \_\_\_\_\_

cc: Lot Owner File (optional-record may be closed)  
Rules Violation File

**ROSEBERRY COMMUNITY ASSOCIATION**

**EXHIBIT "B" TO THE  
RESOLUTION ON DUE PROCESS PROCEDURES  
DEMAND TO CEASE AND CORRECT**

(Owner) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

You are hereby notified that a complaint has been made against you (or your tenants) for the alleged violation of the following covenant (or rule or regulation) of the Association:

\_\_\_\_\_

\_\_\_\_\_

Perhaps you were not aware of the covenants running with the land and/or the Association's rules, or perhaps you do not believe you are in violation. However, the covenants and rules are enforced for the benefit of all residents and to maintain property values throughout the community. You are requested to immediately cease and correct all of the above violations within ten (10) days from the date of this letter. If you need more time to make repairs, you must request additional time and notify the Board in writing as to when the repairs will be done.

If you wish to contest the alleged violation and avoid imposition of charges or suspension of use rights or services, you must request a hearing before the Board of Directors in writing within ten (10) days from the date of this letter. If you request a hearing, complete the bottom portion of this letter and return a copy to the Board of Directors. The Board of Directors or its agent will send you a notice by certified mail, return receipt requested, stating the hearing time and place. Alternatively, if you elect to cease and correct the violation within ten (10) days, please send a copy of this letter to the Board of Directors noting that the violation has been stopped or corrected. If you fail to respond to this letter and the violation persists, you will be deemed to have waived your hearing right and you may be assessed rules violation charges of up to Ten Dollars (\$10.00) per day for a continuing violation for a period of up to ninety (90) days or up to Fifty Dollars (\$50.00) for each single violation without further notice. The Board may also take other legal action against you.

Sincerely,  
The Board of Directors

cc: Lot owner file

Return to:

Name: \_\_\_\_\_ Lot # \_\_\_\_\_

I hereby request a hearing before the Board to contest the violation.

I have ceased and/or corrected the violation and will refrain from further violations.

\_\_\_\_\_  
Signature

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**ROSEBERRY COMMUNITY ASSOCIATION**

**EXHIBIT "C" TO THE  
RESOLUTION ON DUE PROCESS PROCEDURES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

**Re: Notice of Rules Violation Hearing**

Dear \_\_\_\_\_:

You are hereby notified that a hearing will be held before the Board of Directors of the Roseberry Community Association at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, at \_\_\_\_ .m., pursuant to Section 55-513 B. of the Virginia Property Owners' Association Act and the Association's Due Process Procedures, for your (or your tenant's) alleged violation of the following covenant or rule of the Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may be present at the hearing, may, but need not be, represented by counsel (at your expense), and you will be given full opportunity to be heard by the Board of Directors regarding this matter.

Please be advised that if the Board determines that you are in violation of the Governing Documents and rules and regulations, charges of up to Fifty Dollars (\$50.00) for a one-time violation or up to Ten Dollars (\$10.00) per day for a period of up to ninety (90) days for a continuing violation may be assessed against you and your lot and your right to services and facilities use, including reserved parking and the right to vote, may be suspended. In addition to this hearing, the Board may elect such other remedies as are authorized by the Virginia Property Owners' Association Act, the Association's Declaration, Bylaws and rules, and by law.

If you have any questions or wish to communicate with the Board regarding this matter, please call: \_\_\_\_\_

Sincerely,

cc: Lot Owner File  
Rules Violation File

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**ROSEBERRY COMMUNITY ASSOCIATION**

**EXHIBIT "D" TO THE  
RESOLUTION ON DUE PROCESS PROCEDURES**

**RECORD OF HEARING**

Hearing Date and Time: \_\_\_\_\_

Lot Owner(s): \_\_\_\_\_

Lot #: \_\_\_\_\_

Address if other than lot: \_\_\_\_\_

Alleged Violation: \_\_\_\_\_

Provisions of Governing Documents Violated: \_\_\_\_\_

Persons in Attendance: \_\_\_\_\_

Decision of Board and Reasoning: \_\_\_\_\_

Charges Imposed (date commencing): \_\_\_\_\_

Other Sanctions Imposed: \_\_\_\_\_

Comments:

**Architectural Guidelines**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
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**ROSEBERRY  
COMMUNITY  
ACC GUIDELINES**

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# Architectural Guidelines

## **1 General Information**

### **1.1 Introduction**

Roseberry is a planned community, which includes 293 residences. As with most homeowner's associations, property within Roseberry is divided into two basic categories: private ownership of the homes and lots purchased by individuals, and corporate ownership of common properties, including land, by the homeowner's association. The Roseberry community association is a nonprofit corporation of which all property owners in Roseberry are members. Just as other business corporations, a Board of Directors elected by the members of the association is responsible for the policies regarding the operation of the Roseberry Community.

Although each lot is owned privately, and the common areas are for use by all members of the association, there are certain restrictions and guidelines for the use, improvement, and alteration to the properties within Roseberry. By monitoring the exterior design of improvements within Roseberry and by regulating the use of properties within the community, the association is able to maintain a high standard of aesthetic quality, community identity, and functionality which enhances property values.

The architectural guidelines set forth in this document have been established by an Architectural Control Committee (ACC), which is appointed by the board, and the Board of Directors for the purpose of informing all owners within Roseberry of the applicable regulations for new construction, alterations, changes and improvements to properties within the community and to help guide owners in preparing their applications seeking approval.

### **1.2 Authority For This Document**

Under the declaration of covenants and conditions, architectural control, which governs the use and development of all properties within Roseberry, no building, fence, wall, swimming pool, deck, porch, landscaping (including all plants, flowers, shrubs, trees, and vegetation of any type) 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, but not limited to, any change of color, storm doors, windows, or screens) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, dimensions, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the architectural control committee, as hereinafter defined) 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 association board or an architectural control committee appointed by the association board. In addition, other provisions of the declaration specifically authorize the association to regulate certain matters, such as the exterior paint color of the homes, and the maintenance and upkeep of front lawns and facades.

## 1.3 Government Rules And Regulations

In addition to compliance with the rules and regulations of the association, homeowners and residents are required to comply with all Virginia, Prince William county, and federal laws, statutes, rules, regulations and ordinances. Any acknowledgment or approval by the association of a homeowner's request is not intended to indicate that homeowners or residents have complied with local, state, and federal laws. The homeowner is responsible for obtaining building and other regulatory permits and for calling **Miss Utility** before digging.

## 1.4 Application Process

Any changes to property must be requested in writing to the Roseberry Community Association, in care of the management company, as set forth in the declaration of covenants and conditions, architectural control. The following lists the guidelines set by the Board of Directors and/or the ACC used in considering requests for changes or additions by individual homeowners. The following is not meant to rule out other materials or reasonable differences from them, but any change or addition must be approved by the Board of Directors or the ACC. Unless stated otherwise, a written application is required. (see **appendix A** for sample application.)

It is *recommended* that all requests be submitted at least ninety (90) days before a project is scheduled to begin. Remember that the ACC and the Board of Directors are **volunteer** groups working for you and your community. Given the number and variety of requests, it is impossible to provide instant response to any request. All requests are given timely consideration, according to the **Declaration of Covenants and Conditions**, and all requests are answered in writing.

All requests for approval must be submitted by the **homeowner** and all correspondence relating thereto will be to the homeowner **only**. No requests made through contractors will be considered. Failure to obtain proper approval for changes or additions under architectural guidelines may result in written notification from the Board of Directors requiring the removal of any change or addition, assessment of monetary penalties and/or referring the matter to an attorney to compel compliance with architectural requirements.

You must -

- a. Carefully plan your improvement or modification to conform to the guidelines.
- b. Complete an architectural improvement form.
- c. Include the information requested in the appropriate section of this document.
- d. Mail, fax, or deliver the completed application to the association's management company.
- e. Confirm receipt and promptly reply to any questions posed by the ACC or the Board of Directors.

An application is approved when notice is given to the applicant in writing by the board or its designated representative. No verbal approvals are given. The following two decisions may be issued:

**"approved as submitted"** -- means no other information is needed and approved work may commence immediately.

"denied" means not approved. Reasons for disapproval will be given in writing. The board may also provide suggestions for revisions, but does not provide design solutions. A disapproval action requires a re-submittal by the applicant for review before any approvals can be given.

## 1.5 Time Period

The Board of Directors or ACC will try to consider each application in a prompt manner and provide a decision to the homeowner as soon as practical. In the event, however, the Board of Directors or the ACC fails to approve, modify, or disapprove in writing a **correctly filed** application within sixty (60) days, approval will be deemed granted. It is the responsibility of the applicant to contact the management company, prior to the commencement of any work, if notice has not been received within sixty (60) days. Total or partial disapproval will include the reasons for such disapproval. **The 60-day period begins on the day the application is received by the ACC.** It is the responsibility of the applicant to verify with the management company the date of receipt of any application filed.

All construction must be completed in accordance with the application and the plans as approved. Changes in design made after approval has been given, or during construction, must receive written approval by the board. Applicants requesting design change approvals should consult with the board to determine if additional plans and/or specifications are required.

Approvals given by the board or the ACC shall expire six (6) months from the date of approval for work that has not been started, unless an extension is requested and approved. Any approved work must be completed within 12 twelve (12) months the date of approval, unless an extension has been requested and approved.

## 1.6 Appeals And Exceptions

Should an application be aggrieved by any action or forbearance from action by the ACC Committee on the basis of The Covenants or Guidelines, and the Applicant feels that the submittal was misinterpreted or that there are extenuating circumstances which should qualify them for an exception from these requirements, they may appeal the decision of the ACC, within sixty (60) days, to the Board of Directors and upon request shall be entitled to a hearing before the Board of Directors.

In extreme circumstances and at the request of the homeowner, the board may grant exceptions to any of the standards in this document, on the basis of one or more of the following criteria:

- a. A property condition not created by the property owner, or any previous property owner, which cannot be reasonably corrected, and which precludes compliance with any standard.
- b. Any other conditions imposed on a property owner by the association or any other legal authority, which precludes compliance with any standard.
- c. Any significantly debilitating physical or medical condition of a property owner or tenant which precludes compliance with any standard (such exception shall be limited to the period of time that the property is occupied by the disabled person).

If an applicant feels that he or she has been unfairly denied approval by the ACC, an appeal may be filed with the President of the Roseberry Community Association Board of Directors .

## **1.7 Enforcement**

Enforcement of these architectural guidelines shall be as stated in Roseberry's declaration of covenants and conditions, exterior maintenance and protective covenants and restrictions. In the event of a violation, including the failure to perform necessary exterior maintenance in a timely fashion, and upon written notice from the ACC or the Board of Directors, the violation must then be promptly removed or corrected.

In the event the violation is not removed or corrected action started within ten (10) days after written notice, the homeowner will be fined at the daily rate of \$10 for each day that the corrective action is not taken.

In the event the violation is a general maintenance item (ex. Trash cans, lawn up keep, ext.) And no corrected action is taken within ten (10) days after written notice; the homeowner will be fined at the rate of \$50 per occurrence.

## **1.8 Leased Units**

There is no restriction with regard to homeowners leasing his or her individual residence; however, all leased residences remain subject to the governing documents of the association and the rules and regulations regarding occupancy as set forth by Prince William County. Homeowners leasing their property are fully responsible for the actions of their tenants and will be held accountable by the association for any violation of the association's rules and regulations, and/or damage to any part of the common area. Tenants shall be subject to all of the rules and regulations of the association and ordinances set forth by Prince William County. Homeowners will be responsible for providing tenants with copies of the association's documents in their entirety. Persistent or extreme failure by a homeowner's tenant to comply with the association's documents may be grounds for the association to request and pursue termination of the lease.

## **1.9 No Waiver And No Precedent**

Similar to the provision stated in the community's declaration, the failure to enforce any provision of this document shall in no event be deemed a waiver of the right to enforce it later. Also, a variance granted for one property shall not create a precedent for another.

## **1.10 Severability**

Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

## **2 Maintenance Requirements**

Every homeowner and non-owner resident in Roseberry is responsible for maintaining the appearance standards of his or her own property, to include such items as mowing grass, removal of trash, removal of dead vegetation, structural maintenance, and overall appearance. Approval is required from the association prior to making any modifications or changes to the exterior appearances of individually owned houses or lots. Homeowners and non-owner residents are required to maintain property in substantially the same appearance and condition as approved. Normal wear and aging of materials and finishes is to be expected; however, when the material or finish begins to break down physically, the design

and appearance is no longer representative of the original approved designs for the house or property.

Any resident, who sees an apparent violation of the design and appearance standards and becomes concerned, shall contact management and file a complaint or a request for the association to investigate it. The association will investigate all verifiable complaints or requests.

Maintenance of common areas is the responsibility of the association.

Dumping of debris or lawn clippings on common areas/open spaces is prohibited. Storage of personal effects on common areas by individual lot owners is prohibited. See section **3.51 Trash**, for further information.

## 2.1 Dwellings And Structures

Residents are responsible for maintaining the exterior of his or her living units and any other structures on their lots such as decks, fences, sheds, and play equipment.

The following items represent **some** of the conditions which would be a violation of the architectural guidelines:

- a. Peeling paint on rake board, eaves, trim, doors, sheds, etc.
- b. Play structures which are broken or in need of re-staining or repainting
- c. Fences and gates with broken or missing parts
- d. Decks with missing or broken parts
- e. Dented, loose or missing siding
- f. Broken or missing window grids
- g. Broken or missing windows or doors
- h. Broken or missing exterior lampposts, or those which are in need of repainting
- i. Broken shutters, or those which are in need of repainting
- j. Decks/fences/siding/ext. Showing excessive aging or discoloration need to be pressure washed.

The items listed above are examples of violations and **are not** intended to be a complete list.

## 2.2 Land Maintenance

Lawn and turf areas shall be mowed at regular intervals, maintaining a neat appearance and a maximum height of 6 inches (allows for growth over a high cut of 3 inches). Planted beds shall be kept in a neat and orderly manner. Weeds shall be controlled in both lawn areas and planted beds. Trees and shrubs shall be routinely trimmed to maintain a well-groomed appearance. Dead or dying plants shall be promptly removed. Owners/residents are responsible for ensuring that their property is protected from soil erosion and that drainage from the property does not hinder natural drainage or divert drainage to adjoining properties.

### 3 Guidelines By Topic (Alphabetical Order)

#### 3.1 Additions, Alterations And New Construction

No structure or addition to a structure shall be erected, placed, changed or altered on any lot until the plan and specification, including elevation, material, color and texture and a site plan showing location of improvement shall be filed with and approved, in writing, by the Board of Directors of the association or an ACC appointed by the board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, or appurtenances to any of the aforementioned. Additions, alterations and new construction external to the existing living units include, but are not limited to, storage structures, sun rooms and decks. See individual categories for additional information. **(reference Declaration of Covenants and Conditions, Article VII).**

The following general standards and guidelines regulate construction on the properties and common areas of Roseberry. The Board of Directors or ACC will have the authority to interpret these standards and guidelines, and will have the authority to determine compliance therewith.

- a. All additions, alterations, new structures and improvements constructed upon any property within Roseberry must conform in all respects to the ACC or board approval, as well as meeting all county approved site plans, construction plans, building permits and other federal, state and local construction and development standards and requirements.
- b. The architectural design, character, form, scale and proportion of all additions, alterations, structures and improvements will be harmonious with the design and character of the existing house, adjacent houses and structures.
- c. Roofs must be architecturally compatible with the roof on the applicant's house and shingles must be compatible with the main dwelling.
- d. New windows and doors will match the original type used in the applicant's house and will be located in a manner which will relate well to the location of exterior openings in the existing house.
- e. If changes in grade or other conditions which affect drainage are anticipated, they must be indicated. Approval will be denied or revoked if adjoining properties are adversely affected by changes in drainage.
- f. Construction materials must be stored to minimize adverse views from neighboring properties. Excess materials should be removed immediately after construction is completed. No debris will be allowed to accumulate during construction.
- g. Should a construction project be large enough to require a stand alone debris container, a separate application is required for approval for the location and length of time on the property site.

An application is required for all external additions, alterations, changes and new construction and must contain the following:

- Property plat/site plan showing location of proposed and existing improvements on the lot, and all existing improvements on adjoining lots including the approval plans from the county for construction projects.
- Exterior elevations for the proposed improvements
- Specifications of materials, size, color scheme, and other details affecting the exterior appearance of the proposed building
- Description of the plans or provisions for landscaping or grading
- Copy of any building permit required under applicable ordinances, to be delivered prior to the commencement of construction
- Estimated start and completion dates

### 3.2 Address Numbers

Address numbers must be visible and legible from the street. Address numbers are required on all houses. Address numbers may be affixed to either:

- a. The plaque to the right or left of the front door as originally positioned by the builder; the height of the house numbers shall be no less than three inches (3") and no more than six inches (6").
- b. Alternatively, a mailbox as long as it conforms to the standards in section 3.34 mailboxes and mailbox numbers.
- c. Alternatively, the curb as long as it conforms to the standard in section 3.2(a).

### 3.3 Air Conditioners, Mechanical Or Electrical Devices

Only equipment that is an accessory to the residence (i.e., A/C units, heat pumps, etc.) is permitted on any lot in Roseberry. No permanently placed machinery or equipment for any use other than as an accessory to the residence is permitted.

Exterior components of heat pump or air conditioning units shall be located on the side of or in the rear of the house within the fence line as originally installed by the builder.

### 3.4 Antenna's/Satellite Dishes

**Telecommunications act of 1996:** in the past, Roseberry's declaration of covenants and conditions, has prohibited all exterior television antennas. However, the *telecommunications act of 1996* states that associations can no longer "impair" member's rights of receiving a television signal from satellite dish antennas (less than 1 meter in diameter). Although the act allows the use of masts when necessary to achieve adequate signal reception up to twelve feet above the roofline without specific approval, it also grants communities the ability to establish and enforce guidelines regulating the location, installation, and color of these antennas, when such rules do not significantly impair signal reception, unreasonably delay the installation of the antenna, or cause an unreasonable financial burden to the homeowner. As such, the following regulations regarding antenna's and satellite dishes apply:

Dtv antennas are to be mounted to approved satellite dishes or located inside the dwelling (usually the attic).

Vhf and Uhf regular TV antennas are to be located inside the dwelling (usually the attic). **(reference declaration of covenants and conditions, article vii, section 7.07, letter l).**

Satellite dishes shall be approved if the following criteria are satisfied by the applicant:

- a. The device is 39 inches or less in diameter
- b. The device is located in an area on the lot where it is compatible with the natural setting of the home and neighborhood, namely:
  - Entirely within and entirely below the height of an approved privacy fence which fully encloses the rear yard, or
  - On the rear side of the roof
- c. The device is the color and material that is reasonably compatible with the color and materials of the home.
- d. The device does not adversely affect the safety of others or the reception of the radios, phones and television sets of neighbors.

The association has no obligation whatsoever to maintain common areas or any other property in order to provide or maintain unobstructed line of sight for satellite, Uhf, Vhf, or Dtv signals. Residents will not be permitted to cut, prune, or otherwise clear trees, shrubs or other vegetation from common areas in order to provide or maintain unobstructed line of sight for satellite, Vhf, Uhf or Dtv signals, nor are the lot owners allowed to clear their own property if in violation of association or county guidelines.

The ACC reserves the power to approve applications for satellite dishes in locations other than set forth above, if a dish, 1) would not receive sufficient signal strength for adequate reception in any of the settings described above and 2) meets all of the other criterion set forth in a, c, and d.

The ACC reserves the power to approve applications for antenna's in locations other than set forth above, if the antenna would not receive sufficient signal strength for adequate reception in the setting described above.

In either instance, the applicant shall inform the ACC in the application of 1) the problem with signal strength as determined by a professional installer, and 2) the desired location. Under such circumstances, the ACC shall review the alternative location proposed by the applicant to ensure that it is necessary to afford sufficient signal strength for reception and causes the least amount of visual intrusion in the neighborhood. The ACC may require the applicant to install inexpensive visual barriers, such as lattice or landscaping, around the device in order to diminish any adverse visual effect which may be caused by the installation of the device or may require the applicant to locate the dish in another setting so long as the dish or antenna is still capable of receiving sufficient signal strength for adequate reception.

### 3.5 Awnings

Awnings installed in the front of the home are prohibited. Awnings installed in rear yards require an application. Window awnings, whether in front or rear yards, are prohibited. Aluminum awnings are also prohibited, awnings must be in colors that blend into the surroundings.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings or color brochure
- Description of color and materials to be used

### 3.6 Attic Ventilators, Radon Ventilating Pipes, Stovepipes & Metal Flues

Attic ventilators and turbines are encouraged. Exterior vent must match the siding or trim on the house if mounted on a gable end. Roof locations shall be on the least visible side of the ridgepole. Radon ventilation pipes shall be attached to the rear of the house or exit through the roof. If located on the rear, the pipe shall be painted to match the color of the siding or trim. Stovepipes, flues and other similar devices must originate inside the structure and exit only through the least visible side of the roof ridgepole; otherwise, they will be treated as chimneys (**see section 3.10**). ACC approval is required for new fixtures. The location and visibility of such a fixture may require the owner to paint the fixture to blend with the roof or house colors.

An application is required and must contain the following:

- Description of unit including color and dimensions.
- Property plat/site plan showing proposed location.
- Detailed drawings
- Description materials to be used

### 3.7 Barbecue Grills, Permanent Grills, Stands And Outdoor Fireplaces

Permanently installed barbecue grills, stands, and outdoor fireplaces must be located in the rear yard and must be approved prior to installation. Portable grills, stands and outdoor fireplaces must be located in the rear yard, but do not need approval. All grills, stands, and outdoor fireplaces must be maintained in good condition.

Permanent gas and charcoal grills can only be built in the rear yard of the house and 20 feet from any structure, fences, trees, decks, and as far as practical from the adjacent property lines. It is recommended that you review PWC requirements prior to submitting your request form.

### **3.8 Basketball Setups**

Backboards shall be affixed to permanent, semi-permanent, or temporary free-standing poles (i.e., portable type setups) with the following stipulations:

- a. Pole must be located a minimum of 10 feet from a side lot line.
- b. Poles must be painted brown or black.
- c. Temporary/portable basketball setups must be located on the homeowner's property at all times, following the guidelines established under (a) above.
- d. No court marking may be painted, drawn or temporarily affixed to the playing surface, unless it is located behind the rear plane of the house and screened from adjacent homes.
- e. The backboard, rim, pole, and net must be maintained in good condition at all times, with no evidence of peeling paint or rust.

Permanent basketball setups require an application which must contain the following:

- a. Property site plan/plat showing the proposed location of the basketball setup including distances from property lines and house.
- b. Description of setup including colors of pole and base, and method of installation.

### **3.9 Ceiling Fans (Outdoors)**

Ceiling fans are only allowed for screened porches on backside of the house. In an effort to maintain the aesthetic standards in Roseberry, fans must match the color of the porch ceiling or pergola.

### **3.10 Chimneys**

New/additional chimneys shall either match the house's existing chimney(s) or shall be constructed with brick that matches existing brickwork, if any, on the house. Chimney is defined to include a device or structure that is attached, in whole or in part, to the side or rear of a structure and serves as a means of venting the products of combustion. This includes combustion from fireplaces, wood or coal-burning stoves, furnaces or other combustion device, that must have its combustion products vented to the exterior.

An application is required and must contain the following:

- Description of unit including color and dimensions.
- Property plat/site plan showing proposed location.
- Detailed Drawings
- Description Of Color And Materials To Be Used

### **3.11 Clothes Lines**

No clothing, laundry, or wash shall be aired or dried on any portion of your property.

### **3.12 Common Area**

No landscaping or other modifications may be made on the common area except by the express authority of the Board of Directors. No debris, or objects of any kind, are to be dumped or stored on the common area. Residents depositing trash, debris or objects, or causing damage to the common area will be held responsible for any costs incurred by the association to return the common area to its original condition.

### **3.13 Compost**

Compost piles for grass clippings and leaves must be properly maintained so as not to be offensive to neighbors and must be located in the rear yard only.

Compost should be contained in prefabricated composting bins. Compost piles and bins must be maintained in good condition and shall only be used for grass clippings and leaves. Discarding of food and food by-products into compost piles is prohibited.

Compost bins meeting these requirements do not require an application.

### **3.14 Decks**

Decks must be located in rear yards, directly behind the house, and must be maintained in safe condition and repair and must comply with all Prince William County and building code requirements. Decks are not permitted in the front of the house.

Wood decks may be left to age naturally or may be stained with transparent or semi-transparent stain. Stain colors for decks must be a natural wood color or painted to match the trim color on the house. Color must be stated in the application and approved.

When deck plans include other exterior changes such as fencing, lighting, plantings (trees, shrubs, planter boxes, etc.), sheds, hot tubs, etc., other appropriate sections of these guidelines should be referenced.

If the under deck area will be used for storage, lattice walls must be used.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials to be used

### **3.15 Disturbances**

No noxious or offensive activity shall be carried out upon any portion of the residential property nor shall anything be done or permitted to remain on any lot which may be or may become a nuisance or annoyance to the neighborhood.

### **3.16 Dog Houses, Pets, And Dog Runs**

Dog houses no larger than nine (9) square feet are permitted, as long as they are located behind the dwelling, within the confines of a fenced yard, and are well maintained.

No domestic livestock or wild animal shall be kept or maintained on any lot; however, any common household pet may be kept or maintained provided that they are not kept, bred, or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding lots or the neighborhood and are subject to state and county ordinances and regulations.

It is the responsibility of the pet owner or custodian to clean up any waste deposited by his or her pets on private or common area property. Failure to do so is in violation of Prince William County ordinance. Dogs over four months old must be licensed annually through Prince William County and vaccinated against rabies. All dogs must have a license tag securely attached to a collar and worn whenever the dog is off the owner's property. Cats over four months old must be inoculated against rabies but are not required to be licensed.

Dog runs are prohibited.

### **3.17 Doors**

Full view or modified full view storm doors are permitted and must be compatible with exterior design and color and shall be finished to match the woodwork trim color or the front door. Full view storm doors are preferred, but not required. Excess ornamentation not consistent with other ornamentation on the house will not be approved. Damaged or unsecured door units shall be repaired or replaced. Clear finish aluminum will not be approved. Storm door installation requires the submission of an architectural improvement form.

An application is required for a storm door and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual picture or brochure of storm door
- Description of color schemes used on houses adjacent, across and diagonal from applicant's house

Replacement front doors shall be compatible with exterior design and color. Replacement front door installation will require the submission of an architectural improvement form.

An application is required and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual picture or brochure of replacement door
- Description of color schemes used on houses adjacent, across and diagonal from applicants' house

Broken storm or front doors must be repaired or replaced promptly, not to exceed ten (10) days.

Approval is not required for back door replacement, but the door must be in proper order, condition, and repair.

### **3.18 Driveways**

Existing driveways must be paved and maintained in good repair. The association may require correction of asphalt pavement that has multiple cracks, indentations or ruts, broken pieces, large oil stains, etc. Repair or replace section of pavement with matching asphalt.

Applications for alterations or new installation will be considered on a case-by-case basis and **only** after a thorough investigation is completed by Prince William County of the adverse impact on adjoining properties and the community as a whole.

An application is required and must contain the following:

- Site plan showing location, dimensions and distance from adjoining properties
- Description of materials to be used
- Study indicating impact on surrounding property

### **3.19 Exterior Color Changes And Application**

An application is not required in order to repaint a house or trim if the original color is matched. All exterior color changes must be applied for and approved. Color selections must be harmonious with surrounding dwellings and the general color scheme in Roseberry. Colors must be representative of the original exterior color scheme as used by the builder. This requirement applies to siding, entrance doors, shutters, trim, roofs, porches, lampposts and other structures. It is the responsibility of the applicant that the finished, dried paint matches the color of the paint approved by the ACC or the Board of Directors. Additional requirements are:

- a. Only the materials existing on the dwelling or compatible with the architectural design and character of the community will be approved.
- b. Exterior color changes will be approved only if the proposed color is in harmony with the other existing dwellings in the community and if the color matches colors originally employed in the community. Colors selected must be harmonious with each other and with other finishes such as masonry and roof colors.
- c. No two adjacent dwellings may have painted areas with the same shutter colors, or may more than two dwellings in a connected row have painted areas of the same colors.
- d. Only those areas that are painted may be repainted. Unpainted areas and unstained areas such as brick and fencing (public exposure) shall remain unpainted and unstained. Basement foundations may be painted the same color of the house trim.
- e. All eaves and rake boards shall be the same color.
- f. window trim, door trim, decorative rails and columns shall match the eaves and rake board trim.
- g. Shutters and doors shall be the same color and should be a different color or shade of color from the trim color.
- h. Completion is required within thirty (30) days of initiation.
- i. Vinyl wrapping of external trim is acceptable with ACC approval.

An application is required and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual color samples of the new colors to be used
- Description of color schemes used on houses adjacent, across and diagonal from applicants' house

### **3.20 Exterior Decorative Objects (Front of House)**

In keeping with the design intended by the original builder, and to provide a sense of uniformity and continuity, unless otherwise stated, all exterior decorative objects in the front of the house must be submitted for approval.

Portable outdoor furniture may be used in the front of a home on a temporary basis only. Portable outdoor furniture may not be stored on front stoops, entryways or in front yards. Portable outdoor furniture must be designed and intended for outdoor use, and must be stored out of view when not occupied. Portable outdoor furniture is defined as chairs or benches made of plastic or aluminum, any type of folding chairs, stadium type chairs, or other forms of outdoor seating of any kind that can be moved with little or no effort. No application is required when these requirements are met.

Permanent outdoor furniture must be arranged in an orderly fashion and must be in keeping with the style of home in which you live. In addition, the furniture must be designed and intended for outdoor use and must be safely and appropriately installed. Permanent outdoor furniture will be limited to a maximum of two chairs or one bench per lot. Permanent outdoor furniture is defined as chairs constructed of dark colored (black or green) wrought iron or benches constructed of dark colored iron, wood (natural wood colors only), or a combination of wood and iron. Picnic tables and/or benches, Adirondack chairs and swings of any kind in the front of the house (front yard or porch) are prohibited. Permanent outdoor furniture, located in the front of the home, requires approval prior to installation.

Changes in all attached, permanent, exterior decoration (i.e., trim, etc.) Must first be submitted for approval. Changes in doorknockers, kick plates, and security viewfinders do not require approval.

All exterior decorative objects, in excess of one and one-half (1.5) feet in height and eight (8) inches in width and depth require approval. Exterior decorative objects must be maintained in good appearance and must be compatible in general style and in quality of materials and workmanship with the architectural characteristics of the home, adjoining homes, and the neighborhood setting. Decorative objects must not contain colors or color combinations considered excessively bright, garish, jarring, overly reflective or luminescent. Decorative objects must compliment the overall appearance of the home and not detract from it in any way that draws attention to the object. Objects must not substantially intrude by sight, sound, or smell upon adjoining homes or the neighborhood setting. Landscape designs, including decorative objects, must maintain 80% of yard in grass or live ground cover.

Holiday decorations (including decorative flags and banners) do not need approval, but are permitted only thirty (30) days prior to and after the commemorated holiday.

#### **3.20.1 Decorative Ponds, Waterfalls & Fountains.**

Decorative ponds, waterfalls and fountains are to be installed only at the rear of the house and the site shall not change the original water drainage. An application is required for ponds and waterfalls.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials to be used

### **3.21 Exterior Lighting**

The originally installed post fixture, or an approved replacement must be in place, be properly maintained, and be illuminated from dusk to dawn. An application for light pole replacement must be filed with the ACC or the Board of Directors prior to replacement.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used
  - Photo or brochure of light pole
  - Documentation providing proof light pole will be equipped with mechanism allowing dusk to dawn operation
  - Colored bulbs, of any kind, are prohibited

Replacement fixtures must be in keeping with the style of the original pole fixture.

Requests to remove light poles will not be approved. Requests to install wall mounted exterior lights, in lieu of light poles, will not be approved.

Requests to add wall mounted exterior lights in addition to pole-mounted lights will be considered. Decorative front door light fixtures shall be compatible in style and finish with the traditional style of the houses in Roseberry.

No exterior lighting shall be directed outside the boundaries of a lot. High intensity house or pole mounted area lights are not permitted. (high intensity light means, but is not limited to, any fixture using mercury vapor, metal-halide, or sodium vapor lights.)

### **3.22 Facades**

It is the responsibility of each homeowner and non-owner resident to maintain his or her existing house facade in substantially the same material condition as originally built. There is a similarity in the architecture of the front or street facades in Roseberry. Brick, siding, trim, roof, and shutter colors, provides other differences. Any proposed modification, which substantially alters the appearance of any front facade, will not be approved. Rear facades have not received the same formal design treatments as the front facades. The board or ACC may exercise more discretion in the consideration of modifications to the rear of houses when modifications are proposed that will not detract from the overall building appearance.

Missing, hanging, broken or otherwise unsightly siding, trim and shutters must be repaired/replaced as promptly as possible. No application is needed for replacement of siding, trim or shutters that match existing compliant colors, materials and design.

Exterior siding, architectural trim and detailing shall be consistent with the original design theme of the house. Eaves, cornices, rakes, columns, corner boards, etc., shall be consistent with the style of the house and existing trim and sized appropriate to the scale of the house. Exact replacement of these elements (materials and colors) does not require approval. An application is required for changing siding, trim, and/or shutter color. See section on **Exterior Color Changes and Application.**

Shutters are required to be maintained on all front and side windows except where they were not included in the original facade design. Damaged or missing shutters or elements of shutters are required to be repaired or replaced with the same style and material unless a new style or material is approved. If approved, all shutters must be replaced in the new style or material. Replacement using the same style, material, color, and size (within 1 inch) does not require approval as long as all the shutters on one level of the facade are replaced. Shutters shall be sized appropriately to the window. Shutter height should be roughly equal to the window sash height. Rear window shutters will not be approved. Shutter width shall be approximately one half of the window width of single windows.

All masonry work must be maintained in good repair. No application is needed for replacement of masonry work that matches existing compliant colors/materials. An application is required for changing masonry work and/or color. See section on **Exterior Color Changes and Application.**

### 3.23 Fences

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Fences are not required; however, rear yards not enclosed within a fence will be subject to the same rules regarding maintenance and upkeep as front yards. Removal of existing fencing requires an application and approval from the ACC or the Board of Directors.

All fences, unless replacing with like and kind of an existing conforming fence, require an application and approval from the ACC or the Board of Directors.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- County approval
- Detailed drawings and any brochure
  - Description of color and materials to be used

Regulations for the construction and approval of fences are provided below:

- a. Fences will be made of wood only. Chain link fences are prohibited.
- b. Fence heights shall be no less than 6 feet and no greater than 8 feet, including all decorative trim, etc.
- c. Fencing finished on one side only must have the finished side facing out.
- d. Gates shall be constructed of the same material and be of the same height and color as the fence.
- e. Fences are only allowed in back or side yards and cannot be forward of the roof gable.
- f. Vinyl fencing is prohibited.
- g. Fences may be board-on-board, basket weave or stockade.

- h. The use of tree trunks (natural wood or stone) to divide property lines is prohibited.
- i. Fences may be stained with transparent or semi-transparent stain. Stain colors for fences must be a natural wood color. Stain color must be stated in the application and approved. Painting is not permitted. All fences must be maintained/cleaned in proper and safe order, condition, and repair.

**Exceptions:**

Temporary fences or wickets up to eighteen (18) inches in height are excluded from the foregoing requirements, but must conform as follows:

- a. Temporary fences to protect property improvements during period of establishment (ex: lawn seeding, new sod planting, etc.).
- b. Wickets and lattice-type fences, seasonal in nature (March through October) to protect individual plantings or flower beds must be in good repair (not rusty or broken). All other decorative fences are prohibited.
- c. Seasonal fences may not be used as perimeter fencing for lot boundaries.

### **3.24 Firewood**

Firewood shall be stored within the confines of the rear yard. Firewood should be stacked in piles which do not exceed eight feet in length, four feet wide and four feet in height for safety considerations. For units without fences, firewood shall be neatly stacked in such a manner as to avoid adverse visual impacts for adjoining properties.

Firewood may not be stacked in common areas. No application is required if stated guidelines are met.

### **3.25 Flagpoles**

An application is required for permanent flagpoles. Permanent flagpoles shall not exceed 12 feet in height. Color and location shall be appropriate for the size of the property and background. Permanent freestanding flagpoles must be installed and maintained in a vertical position. Applications are not required for temporary flagpole staffs not exceeding 6 feet in length and attached to an incline to the front wall or pillar of the house.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials of flagpole to be used

### **3.26 Front Stoops, Entryways And Railings**

Front stoops and entryways are only permitted on homes within Roseberry that originally contained stoops and entryways, as part of their original design, and must be maintained in good repair. An application is required when replacing/modifying existing front stoops and entryways.

Front stoops, entryways, and iron hand railings on stairs shall not be modified from their existing design without approval. Any required replacement shall utilize materials and designs identical to the existing structure.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used
  - Method of installation including a description of any grading changes and resulting impact on adjacent properties
  - Expected date of completion

### **3.27 Garage Doors**

Must Be maintained in the original Color.

### **3.28 Gazebos**

See section on additions, alterations, and new construction.

### **3.29 Greenhouses**

Only greenhouses attached to the house or incorporated within a deck structure and attached to the house are permitted. An attached greenhouse used for planting material will be treated as an addition to a dwelling until and subject to the same level of review.

Attached greenhouses must meet the following criteria to be approved:

They must be attached to the rear plane of the house

The size and design must be architecturally compatible with the house and surrounding houses.

It shall present a neat appearance in and outside of the greenhouse.

Greenhouses shall not be used for any commercial purposes whatsoever.

An application is required. Also see section on **Additions, Alterations, And New Construction.**

### **3.30 Gutters And Downspouts**

Gutters and downspouts must be properly secured to the house and maintained.

Discharge from downspouts must not adversely affect drainage on adjacent properties.

Missing, hanging, broken or otherwise unsightly gutters and downspouts must be repaired/replaced as promptly as possible.

No application is required for replacement of existing gutters and downspouts as long as they match the profiles of the existing units and color matches trim. An application is required for installation of additional gutters and downspouts or change of color or type of

existing gutters and downspouts. Also, see section on **Exterior Color Changes and Application**.

### 3.31 Hot Tubs/Spas

An exterior hot tub or spa must be located at the rear of the house. The hot tub or spa must blend with the exterior finish of the home, deck, or patio to which it is connected.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description and dimensions of screening, if any, and landscape plan if applicable

### 3.32 Holiday Décor

No application is required for temporary display of Christmas or other holiday decorations. Decorations shall be installed no earlier than one (1) month before the first day of the month in which the first day of the holiday is observed and shall be removed no later than the last day of the month following the month in which the last day of the holiday is observed. (for example, if a multi-day holiday is observed from the end of November through the beginning of December, decorations can be installed from October 1 through January 31. For Christmas decorations, the display period is November 1 through January 31).

### 3.33 Landscaping

All landscaping shall demonstrate sensitivity to the interests of adjacent property owners to enjoy light and open views. Landscaping may not obstruct sight lines for vehicular traffic. Landscaping must not adversely affect drainage on neighboring properties or utility lines. Trees and bushes should be spaced so they will not overhang property lines, sidewalks, and common property in the foreseeable future. Hedges and shrubs used in landscaping must be trimmed to a maximum height of five (5) feet and maintained in an orderly fashion. Hedges and shrubs used as property dividers must be trimmed to a maximum height of three (3) feet and maintained in an orderly fashion. Call **Miss Utility** or other applicable authorities before you dig.

Stone, rock groupings, tree trunks (wood or stone), gravel, and pebbles are prohibited along property lines.

Landscape designs of such a scale or type as to be inconsistent with the existing design features of the house, adjacent houses and the community, are prohibited. Landscape designs must maintain 80% of yard in grass or live ground cover. Examples of unacceptable landscape designs include the substantial or total removal of turf and replacement with another material, such as mulch or gravel.

Front and corner side yards shall be landscaped with a combination of seed or sod and, if desired, with plant beds and trees. All yards and landscaped plant beds must be neatly maintained, including removal of all weeds, dead growth, and unused stakes. Planting beds may be edged with commercially available edging such as decorative cast concrete, bricks,

stones, vertical wood edging or landscape timber edging. All other edging materials must be submitted for approval.

An application is not required for landscaping that meets the requirements stated above.

**For additional information, please reference the following sections: Exterior Decorative Objects, Rock & Stone Features, Sidewalks and Steps, Vegetable Gardens, and Walls (Retaining).**

### **3.34 Mailboxes And Mailbox Numbers**

All mailboxes must be the standard rural type style and one of the following sizes:

- o 6 ½" wide, 9" tall, and 19" deep
- o 8 ½" wide, 10 7/8" tall, and 20 ¼" deep

The mailbox must be mounted on a 4" x 4" square unpainted pressure treated post as is standard throughout the neighborhood. 4" x 4" mailbox posts made of composite wood-like materials are acceptable. Decorative mailboxes are prohibited. Magnetic mailbox covers are permitted.

Numbers on the mailbox or post shall conform to the following guidelines.

- Maximum height shall be 2" and maximum width shall be 1"
- The installation of top mounted guides for the display of house numbers, names, and or addresses is prohibited.

### **3.35 Parking – Vehicles And Equipment**

All cars and other allowed vehicles must be parked in driveways, designated parking areas, or appropriate street parking. Parking is not permitted on non-paved areas (whether homeowners' lots or common property). Major repairs to motor vehicles are not permitted on any lot, common area, or on any public or private street located within Roseberry. More complete information regarding Roseberry's parking and towing regulations can be found in parking resolution 2006-02.

#### **3.35.1 Recreational Vehicles**

No recreational vehicle and/or its related equipment may be parked or stored on residential property or private streets within Roseberry. Recreational vehicles include, but are not limited to, boats, boat trailers, motor homes, self contained or un-mounted campers, camper/tent trailers, mobile homes or trailers, any vehicles not regularly used for transportation such as unlicensed or inoperative vehicles, dune buggies, and collector automobiles not licensed for use on Virginia highways. (see **Appendix B**)

#### **3.35.2 Commercial Vehicles And Construction Equipment**

No commercial vehicle or construction equipment may be parked or stored on residential property or private streets within Roseberry other than on a temporary basis to provide services to an owner. Commercial vehicles are defined as:

- Any vehicle that is included in the Prince William County code, chapter 32, as being defined as commercial (see **Appendix B**)

- Vehicles displaying commercial signs or advertising
- Vehicles with visible commercial equipment or equipment that could be deemed used for commercial purposes
- Any private, school or church buses

### **3.36 Patios**

All patios require approval unless they are within the confines of a fenced property. Patios shall be located in rear yards and may not extend around to side or front yards. The scale, location, and design shall be compatible with the lot, house, and surroundings.

Any adverse drainage, which might result from the construction of a patio, shall be corrected by the homeowner.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used
- Method of installation including a description of any grading changes and resulting impact on adjacent properties

### **3.37 Recreation And Play Equipment**

Permanent or semi-permanent play equipment which constitutes a structure or is appurtenant to an existing structure requires approval. Examples include: playhouses, swing-sets, play-sets, etc.

The following factors will govern approval of permanent or semi-permanent equipment:

- A. Location. Equipment must be located in the back yard.
- B. Scale and design. Structures and equipment must be compatible with the lot size. The design and any visual screening are additional considerations in evaluations and may be required when there might be an adverse visual impact on other lots or the common area. Dimensions and photographs or sketches of play sets must be included in an application.
- C. Color and materials. While wood left in natural color to weather is encouraged, the wood may be stained with a semi-transparent or solid stain that must be the color of naturally occurring wood (oak color, redwood color, etc.) Metal play equipment must be repainted as needed to prevent rust. Tarps and/or canopies may be solid in color or can be 3 (three) primary color striped (red, yellow, blue). "Neon's" and any other bright colors are prohibited.
- D. Playhouses. Playhouses must be of a natural wood color, painted earth tone colors or match the color scheme of the house. Play houses must not be used as or converted into storage sheds.

All play equipment must be maintained in good condition and neatly situated at all times.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines

- Detailed drawings and any brochure
  - Description of color and materials to be used
- Landscape screening plan, if needed

### **3.38 Rock & Stone Features**

Stone, gravel, and pebbles are prohibited along property lines. Only natural color stone, gravel, and pebbles are permitted in landscape beds and between stepping stones. They are not permitted for outlining driveways. An application is required if the rocks or collection of rocks exceed 12 inches in width, depth, height, or length.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used

### **3.39 Roofs**

No application is required to replace roofing with the same color and materials. Application is required for change in roof color or type. See section on **Exterior Color Changes and Application**.

An application is required and must contain the following:

- Description of color and materials to be used
- Sketch of the house with changes are clearly shown

### **3.40 Satellite Dishes**

See section on antennas/satellite dishes.

### **3.41 Screened Porches**

Roofing materials on porch must match materials on main house. Screen porches must be behind the house. Side porches may be approved on a case-by-case basis. They must have a railing, and lattice skirts from porch to ground on all sides. They must also have architectural detailing to match the house (i.e., dental molding and fascia boards), side porches must be painted to match color of house siding or trim, providing the house in not in violation of these guidelines. See section on **Additions, Alterations, and New Construction**.

### **3.42 Security Bars**

The use of security bars or gates on windows and doors requires approval. Residents interested in increased security may wish to consider installing an alarm system that notifies a security company. This section is not intended to prevent use of a single bar on the inside of a sliding-glass door to prevent the door from opening.

### **3.43 Sidewalks And Steps**

All sidewalks and steps must be maintained in good repair. The association may require correction if concrete pavement has multiple cracks or spalled surface with loose aggregate.

Sidewalks must be installed flush to the ground. Only flagstone, brick, concrete, or pavers may be used. The scale, location and design must be compatible with the lot, house and surroundings. All sidewalks and steps must be installed pursuant to industry/major manufacturer's standards and local government regulations. Handrails are not required, but are advisable for safety.

An application is required for all new construction of sidewalks and steps, and for replacement or realignment of existing walks and steps. An application is required for the installation or replacement of handrails.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials to be used. If using brick, color should match the color on the house
- Materials to be used in construction of handrails
- Method of installation plus a description of grading changes required, if any, and the resulting impact on the neighbors
- Estimated start and completion dates

### **3.44 Siding And Shutters**

Missing, hanging, broken or otherwise unsightly siding and shutters must be repaired or replaced as promptly as possible. No application is needed for replacement of siding or shutters that match existing compliant colors or materials. Application is required for changing siding and/or shutter color. See section on **exterior color changes**.

### **3.45 Signs**

#### **3.45.1 Real Estate Signs**

Only one sign advertising a property for sale or for rent may be displayed. Such signs may not exceed five (5) square feet in area. The signs may only be placed in the front yard of available properties. Two directional signs are permitted on association common area beginning Fridays at 5 p.m. and ending Sundays at 7 p.m. Signs and signposts are to be maintained in vertical alignment and without any unsightly, broken, or loose hanging face boards. Real estates signs shall be removed within 72 hours after a sales or rental contract is finalized.

#### **3.45.2 Security Signs**

Security signs (alarm systems) shall not exceed 64 square inches in size. Two security signs are permitted per lot. No application is required if homeowner adheres to stated guidelines.

### 3.44.3 Other Signs

No sign of any kind larger than one (1) square foot shall be displayed to the public view in any lot.

### 3.46 Skylights

All skylights must be located on the rear of the house on the back side of the main roof ridge and be no larger than 4 feet by 4 feet. Skylight frame and trim must be similar to color of roof. Approval is required.

### 3.47 Storage Sheds

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No temporary building is permitted on any lot. Certain types of permanent storage sheds are permitted as described in the sections below. No storage shed is permitted on association property.

#### 3.47.1 Manor Homes

One storage shed is permitted on a single-family lot. A shed may not exceed 140 square feet of floor space and may be no taller than 12 feet. The shed must be located between the rear of the house and the rear property line and set back 6 feet or more from adjoining property lines. Design of the shed should be in harmony with the architecture of the community. It is recommended that shed construction be wood with an asphalt shingle roof however vinyl sheds can be submitted for approval. Sheds must be painted to match the siding and trim colors of the house or matching vinyl siding may be used. The shingle color is to match the existing roof on the house. No metal storage sheds are permitted on single-family lots.

#### 3.47.2 Village Homes

One storage shed is permitted on a village home lot. A village home shed may not exceed 64 square feet of floor space and be not taller than 8 feet. The shed must be located between the rear of the house and the rear property line. Two types of shed construction are permitted on village home lots.

1. Wood sheds as described for single family homes. No metal storage sheds are permitted on village home lots
2. Vinyl sheds made by companies such as Rubbermaid (available at local building supply stores). These sheds must be beige, green, or brown color.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions of shed with elevation drawings (front, side and rear views)
  - Description of color and materials to be used
  - Method of installation including a description of any grading changes and resulting impact on adjacent properties
  - Expected date of completion
- Must match color of house and roof

### **3.48 Sprinkler Systems**

Sprinkler systems can have a positive effect on your property but may cause negative effects on your neighbor's yards. A lot survey is required to install a sprinkler system. It should be installed per PWC ordinances. Sprinklers may not spray water on sidewalks or areas outside the boundaries of your yard. They may not create ponding of water on property other than where they are spraying. Homeowners will be responsible for resolving any drainage issues on their own property, caused by their sprinkler systems.

An application is required when installing a sprinkler system.

### **3.49 Sun Controlled Devices, Patio And Deck Covers And Trellises**

The manner in which sun control is implemented has considerable effect on the exterior appearance of a house. Materials are available for application on the inside of windows to reduce thermal transmission and glare. These materials may provide effective and economical alternatives to awnings and trellises. Effective sun control can often be provided by such simple measures as planting trees to shade windows from undesired sun exposure. An application is required for patio and deck covers, trellises and other sun-controlled devices.

#### **Standards**

- A. Sun control devices or trellises shall be compatible with the architectural character of the house in terms of style, color and materials.
- B. Sun control devices or trellises shall be consistent with the visual scale of the houses to which they are attached.
- C. The location of any sun control device or trellis shall not adversely affect views, light, winter sun or natural ventilation of adjacent properties.
- D. Sun control device or trelliswork shall match the trim color of the applicant's house or, in the case of deck covers, the color of the applicant's deck.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions with elevation drawings (front, side and rear views)
- Description of color and materials to be used

### **3.50 Swimming Pools (Rear Yards)**

Above Ground Pools Are Not Permitted. Temporary wading/kiddy pools are not to exceed twenty-four inches (24") in height and eight feet (8') in diameter and only allowed from Memorial Day to Labor Day. In-Ground Pools Require Approval From The ACC Or Board of Directors.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions with elevation drawings.

- Description of color and materials to be used
- Method of installation including a description of any grading changes and resulting impact on adjacent properties
- Expected date of completion

### **3.51 Trash**

Trash and recycling containers, including yard debris (grass clippings, tree trimmings, etc.), shall not be placed at the street for pickup prior to 5:00 p.m. the day before pickup. Trash cans and recycling bins shall be collected promptly after trash pick-up (the same day as trash pick-up).

No trash, garbage or other waste material or refuse shall be placed or stored on any lot except in covered sanitary containers placed on the rear of the lot, at least five (5) feet from any lot line. Trash cans may not be stored on association property. Trash cans may not be stored in front or side of the house. All waste containers shall be kept in a clean and sanitary condition and emptied regularly.

Owners/residents are responsible for picking up litter on their property and debris on common ground that originated from their property. Plastic trash bags containing food, recycling items and related refuse must be placed in a secure container.

Burning of trash or refuse is not permitted. Dumping on common ground is not permitted.

See **Appendix C** for trash removal procedure.

### **3.52 Tree Removal**

Large trees may not be removed without the prior approval of the ACC or Board of Directors. Trees that need to be approved prior to removal include live trees with a diameter of 4 or more inches (measured twelve (12) inches above grade). Removal of dead trees, trees in danger of falling and trees destroying driveways or sidewalks must also be approved, prior to removal. Upon removal, homeowner/resident must remove or grind any visible stump left by the tree. In some instances, homeowner/resident will be required to replace the removed tree..

No trees, shrubs, or other vegetation on common areas are to be cut, pruned, or removed by homeowners/residents.

Homeowner/residents are advised to consult with Prince William County for compliance with the county ordinances on tree cutting.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Indication of reason for removal

Pictures of affected trees and surrounding property.

An application is required and must contain the following:

- Detailed drawings and any brochure. Description and dimensions.
- Description of color and materials to be used

Replacement windows shall match the original style in appearance and be compatible with exterior design and color.

### **3.55.1 Window Coverings:**

Any window covering that can be seen from the exterior of the home must be of a "traditional nature."

Windows must be covered and kept in good condition by the owner with proper draperies, curtains or blinds at all times.

**Sheets are not to be used as window coverings.**

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# Enclosure 1

A Completed Application For An Exterior Change To Your Home Shall Include The Minimum Following Information:

- Fence** plat showing the location of the fence  
Description of materials (i.e., pressure treated wood left unpainted, unstained, and natural in color)  
Description (pictures and/or drawings) of the fence style intended  
include Prince William County building and zoning permit
- Deck** plat showing location of the deck  
dimension of the deck  
Description of materials (i.e., treated wood unpainted, unstained, and a natural color, or approved stain by the architectural control committee  
include Prince William County building and zoning permit
- Shed** plat showing location of the shed  
Description of the shed including height, depth, and width  
Color of the shingles must match the color of the house shingles  
Description of materials (i.e., treated wood unpainted, unstained, and a natural color if located by fence . . . Siding color if located next to the house)
- Storm Door** picture of the door  
color of the door, or color the door will be painted
- Paint Change** sample of paint color
- Landscaping** plat showing location of landscaping and proximity to property lines  
description of materials, plant, etc.

**Appendix B – Parking Resolution #2006-02**

**VEHICLE / PARKING RULES AND REGULATIONS & ENFORCEMENT OF RESTRICTIVE PARKING COVENANT**

**WHEREAS**, Section 55-515A of the Virginia Property Owners' Association Act ("Act") charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, By-Laws and Rules and Regulations of the Association, as amended; and,

**WHEREAS**, Section 55-513A of the Act confers upon the Association's Board of Directors the power "to establish, adopt and enforce rules and regulations with respect to the use of the common areas and with respect to such other areas of responsibility assigned to the [A]ssociation by the [D]eclaration..."; and,

**WHEREAS**, Article VII, Section 7.07(d) (*Prohibited Uses and Nuisances*) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Roseberry Community Association ("Declaration") states in pertinent part:

**No trucks** or heavy equipment shall be permitted to be parked on the streets servicing the Property, **or in the driveway of any residence**, provided that each Owner shall be allowed to park one pickup truck in the driveway of his Lot...[n]o unlicensed, **inoperable** or junk vehicles...shall be permitted on the Property...[n]o equipment, **commercial vehicles** or vehicles weighing in excess of seven thousand (7,000) pounds gross vehicle weight shall be parked on any Lot or Common Area....(emphasis added); and;

**WHEREAS**, the aforementioned section of the Declaration states that the covenants and restrictions set forth therein "shall apply to all portions of the Property, including any portion thereof considered Exempt Property..."; and,

**WHEREAS**, Section 1.13 of the Declaration defines the term "Exempt Property" as including the public streets within the subdivision and all common area of the Association; and,

**WHEREAS**, Article XIII, Section 13.01 (*General - Interpretation by the Association Board*) of the Declaration confers upon the Board of Directors "the right to construe and interpret the provisions of this Declaration and any rules and regulations promulgated pursuant to it...its construction or interpretation shall be final and binding as to all Persons and or Property benefited or bound by the Declaration...."; and,

**WHEREAS**, it has come to the attention of the Board of Directors that some members of the community are in violation of the above-cited restrictive covenant because they have parked commercial or inoperable vehicles in their driveways (on their Lots) or on the streets in front of their Lots; and,

**WHEREAS**, it has further come to the attention of the Board of Directors that additional rules/regulations regarding vehicles and the use thereof within the community are necessary to protect property values, the safety of members, and the common areas of the Association; and,

**WHEREAS**, Section 55-513B of the Act and the previously approved Due Process Resolution of Roseberry Community Association empowers the Board of Directors , "...to assess charges against any member for any violation of the [D]eclaration or rules and regulations for which the member or his family members, tenants, guests or other invitees are responsible";

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors , by the Act, the Declaration, the Due Process Resolution and this Resolution, hereby defines the terms set forth in the relevant restrictive covenant(s), promulgates additional rules/regulations pertaining to the use and presence of vehicles and other conveyances on the common areas of the Association, and gives notice that the Association shall suspend rights of use to services and facilities, and shall assess charges pursuant to Section 55-513B of the Act for violations of the above-cited restrictive covenant or the additional rules/regulations set forth herein pertaining to vehicles and parking, **and that the said restrictive covenant and rules/regulations shall further be enforced by the towing from the community of vehicles in violation thereof, after warning of same.**

### **DEFINITIONS**

1. For the purposes of the resolution and the enforcement of the relevant restrictive covenant, the term "commercial vehicle" shall be defined in part as set forth in the Prince William County Zoning Ordinance (Article I, Part 100 - Definitions); to wit:

[A]ny vehicle, regardless of capacity, which displays advertising thereon or which is licensed as a "for hire" vehicle, or any limousine used as a common or contract carrier licensed by the Commonwealth.

"Commercial vehicle" shall be further defined as a vehicle of any type which bears any commercial advertising signs, writing or initials; or any vehicle used, or obviously intended for use as a work vehicle, as evidenced by the visible display of pipes, lumber, ladders, ladder rack, tools or other equipment or material. The term "commercial vehicle" shall not include public service government vehicles, such as law enforcement or fire safety vehicles that are intended to be "at the ready" for public service, etc.

2. For the purposes of this resolution and the enforcement of the relevant restrictive covenant, the term "inoperable vehicle" shall be defined in part as set forth in the Prince William County Zoning Ordinance (Article I, Part 100 - Definitions); to wit:

Any motor vehicle, trailer or semi trailer which is not in operating condition; or which for a period of **5 days** or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for the operation of the vehicle; or on which there are displayed neither valid license plates nor a valid inspection detail.

3. The terms "motor vehicle repair or maintenance" as set forth in the restrictive covenant shall be deemed not to include washing one's vehicle or checking fluid levels. Such activity is permissible. That notwithstanding, changing/draining any vehicle fluids, performing any type of mechanical repair, or performing any type of activity which involves parts or having a vehicle on a jack or blocks are considered to be activities appropriately

described as "motor vehicle repair or maintenance" and thus are prohibited, except when performed in a garage and out of public view.

4. The prohibition against vehicles in excess of 7,000 lbs shall not be deemed to apply to privately-owned, **personal use, non-commercial** passenger sport utility vehicles or pick-up truck, in the event that such vehicle may have a gross vehicle weight in excess of the 7,000 lb. limit.

### **RULES/REGULATIONS**

The following rules/regulations are hereby approved and adopted by the Board of Directors, and shall be in addition to the restrictive covenant at Section 7.07(d) of the Declaration.

1. **Storage of vehicles.** No vehicles shall be stored anywhere within the boundaries of the Association, **other than in garages or on private driveways**, and even then such vehicles shall be subject to the prohibition set forth in the restrictive covenant pertaining to unlicensed, inoperable or junk vehicles. For the purpose of this regulation, the term "stored" means that the vehicle is not operated for 30 days or more at a time. This regulation will pertain regardless of the license/registration status of the vehicle. The purpose of the regulation, as stated, is to discourage vehicles from being parked on the Property and not moved for extended periods of time. Over time such vehicles become aesthetic eyesores, monopolize parking space, impair street cleaning and snow removal efforts, and detract from the general appearance and curb appeal of the community. Such vehicles shall be considered to be "blights" within the community and in violation of this regulation. Vehicle owners/operators shall receive notice of the violation. Failure to abate the violation shall result in the towing of the vehicle, as further set forth below.

2. **Other motorized vehicles.** No motorized conveyances of any type shall be operated on common area of the Association, other than on the streets intended for that purpose. This restriction shall pertain to, but not be limited to, motorized scooters, mini-bikes, mini-motorcycles, and all-terrain vehicles (ATVs). Such conveyances are strictly prohibited from being operated on sidewalks, walking paths, exercise trails, and common grassy areas of the Association. This regulation is intended to supplement and clarify the restrictive covenant set forth at Section 7.07(i) of the Declaration.

### **ENFORCEMENT OF RESTRICTIVE COVENANT BY TOWING**

Vehicles parked on the public or private streets in violation of the restrictive covenant or these rules/regulations shall be subject to towing at the owner's risk and expense. Violating vehicles on the public or private streets will receive notice/warning prior to towing in the form of stickers which shall be attached to the vehicle. Two (2) such warnings shall be given prior to towing. Vehicles parked on the private Lots in violation of the restrictive covenant shall be subject to the assessment of violation charges in accordance with the procedures set forth in the Roseberry Community Association Due Process Resolution. If such charges do not result in the abatement of the violation, the Association shall sue the violating Owner and seek appropriate injunctive relief from the Circuit Court of Prince William County, which relief shall include an award of all costs and attorneys' fees incurred by the Association in the enforcement of the restrictive covenant. Signs shall be posted within the community indicating the telephone number to call if a vehicle is towed. All Owners are responsible to ensure that their family members, visitors,

guests, tenants, and agents observe and comply with the restrictive covenant and this policy resolution.

Parking violations may be reported by calling the Association's Management Agent, between 9:00 a.m. to 5:00 p.m., Monday through Friday, at 703-590-5300. After normal working hours, owners may leave a message at 703-590-5300 or e-mail the Roseberry Community Association Management Agent and the violation will be dealt with the next morning. Towing of vehicles from the community may only be authorized by a member of the Board of Directors, the management agent, or any designated representative of the Board of Directors. The Association shall not be responsible or liable for any damage to any vehicle which may result from a tow performed pursuant to this resolution and in the enforcement of the restrictive covenant.

The Association's management agent is:

Sequoia Management Company, Inc.  
13998 Parkeast Circle  
Chantilly, Virginia 20151-2283  
Phone: (703) 803-9641

The Prince William County Police Department may be called by any owner or tenant to ticket and/or tow a vehicle that is parked in a manner that blocks access to a fire hydrant. The Board of Directors reserves the right to tow from fire lanes, as enforced through random patrol.

### Appendix C – Trash Removal Procedures

1. Trash must be properly secured in tied; plastic bags or standard trash cans and placed at the curb **no earlier than 5:00 p.m. the day before pickup.**
2. Recycling must be properly secured and placed in the proper receptacle and placed at the curb **no earlier than 5:00 p.m. the day before pickup.**
3. All trash cans and recycling bins should be removed from the curb as soon as possible, but no later than the night of collection. **Trash and recycling bins may not be stored in front or on the side of any unit.**

## Appendix D – Definitions

### Architectural Drawings

A set of detailed drawings that are used by a contractor to build a building. The drawing set includes floor plans, elevations of all sides of the house, building sections to identify all building materials and details. The plans are usually drawn at a 1/4"=1'0".

### Board On Board Fence

A fence consisting of posts, horizontal and vertical slats in which the vertical members are fastened to alternating sides of the rails, with a rail cap fastened along the top. Also known as alternating board.

### Capping

Pre-painted cladding or vinyl placed over the wooden trim and exposed surfaces left from replacing a window.

### Cladding

A metal protective layer fixed to the outside of a window

### Common Area

Areas within the community, other than those owned by individual homeowners, that are held in common by community associations and maintained by these associations.

### Declaration Of Covenants And Conditions

Original governing documents defining rules and regulations of the association and its members. Rules and regulations defined in the declaration of covenants and conditions can only be changed by 75% member vote.

### Eave

The lower edge of a sloping roof which projects beyond the wall.

### Elevation

Exterior face of a structure. Front, side, or rear.

### Evergreen

Shrubs or trees that do not shed their leaf growth seasonally.

### Facade

Exterior face of a building.

### Finish

A coating applied to a material on the job site or at the factory, such as paint.

### Floor Area

Amount of floor space within a structure.

### Floor Plan

A drawing showing the layout of the enclosing walls of a structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.

**Footprint**

Outline of a structure as viewed from above.

**Grid**

A strip separating panes of glass in a sash.

**Lawn Area**

An area of closely mowed grass, sometimes part of a yard.

**Noxious Activity**

Behavior or activity which is physically or mentally harmful or destructive to living beings or any action that constitutes a harmful influence on mind or behavior.

**Outdoor Fireplace**

Permanent or temporary outdoor structure used to build a fire.

**Party Wall**

A wall separating adjoining homes, buildings, or pieces of land in which each of the owners shares the rights.

**Permanent Outdoor Furniture**

Furniture defined as chairs constructed of dark colored (black or green) wrought iron or; benches constructed of dark colored iron, wood (natural wood colors only), or a combination of wood and iron.

**Planting Beds**

Any landscaped area that is not lawn is a planting bed. Planting beds generally contain shrubs, trees, vegetative ground cover, or flowers.

**Plantings**

A living thing that grows in earth, in water or on other plants, and usually has a stem, leaves, roots and flowers and produces seeds.

**Portable Outdoor Furniture**

Furniture defined as chairs or benches made of plastic or aluminum, any type of folding chairs, stadium type chairs, or other forms of outdoor seating of any kind that can be moved with little or no effort.

**Pre-Approved**

Modifications that meet the minimum design, finish, color, material, and location standards as set forth in this document and does not require ACC review. The section of the standards referring to the particular modification must state that under certain conditions, the item is pre-approved.

**Pre-Finished Material**

Material that has received a factory finish and is ready to install upon delivery to the construction site (i.e. roofing shingles).

**Property Line**

Legal limits of property, property edge. (note: the front property line is not the edge of pavement or curb.)

**Rakeboard**

A board or molding along the sloping edge of a gable which conceals the rafter.

**Sash**

The framework within which panes of glass are set in a window or door.

**Scale**

- (1) a system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to a size small enough to fit on a sheet of paper (i.e. 1/4" = 1'-0" (1/4 of an inch on the drawing represents 1 foot of actual size of the item being drawn)).
- (2) term used to relate to the proportional balance of all elements of a building.

**Screening**

Shielding method using either natural vegetation or a structure to conceal an unsightly condition from view, or provide protection from noise or wind exposure.

**Site Plan**

A plan of a lot indicating property lines, the accurate location and size of structures shown with dimensions to property lines.

**Slope (Roof)**

The indication of the steepness of a roof measured by the amount of rise in inches per foot of horizontal length.

**Soffit**

The exposed undersurface (ceiling) of any extended overhead component of a building (i.e. eave).

**Solid Board Fence**

A privacy fence consisting of a wood framework with flat vertical boards attached to the outside face of the framework. The vertical boards can have various end treatments.

**Story**

A floor area on one level, enclosed by the house walls (ex: first floor = first story). A 1/2 story refers to a floor area enclosed within the roof area, above the top of the house walls (attic areas both finished and unfinished).

**Turf Area**

A dense thick even cover of grass and roots in the top layer of soil.

**Topography**

A description of the vertical variations of land. (flat, sloping, hills, valleys, etc.)

**Unfinished Material**

Material that does not receive a special coating to alter the natural appearance but may be treated with a preservative to prevent decay (i.e. salt treated lumber).

**Vegetation**

Plant growth (trees, shrubs, grass, etc.) Either in its natural setting or a transplanted location.

**Vocabulary (Design)**

Composition of styles of architectural elements which are assembled together on a house or building. (ex: styles of windows, doors, eaves, trim, siding, roofing, color combinations, etc.)

**Window And Door Trim**

Board or molding installed around perimeter of a window or a door to conceal the joint.

**Window Sash**

The framework of a window that holds the glass. See illustrations following these definitions.

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### 3.23 Fences

Fences are not required; however, rear yards not enclosed within a fence will be subject to the same rules regarding maintenance and upkeep as front yards. Removal of existing fencing requires an application and approval from the ACC or the Board of Directors.

All fences, unless replacing with like and kind of an existing conforming fence, require an application and approval from the ACC or the Board of Directors.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- County approval
- Detailed drawings and any brochure
  - Description of color and materials to be used

Regulations for the construction and approval of fences are provided below:

- a. **Fences will be made of wood, vinyl, composite material or aluminum only.** Chain link fences are prohibited.
- b. **Fence heights shall be no less than 6 feet and no greater than 8 feet, including all decorative trim, etc. in the Manor Homes.**
- c. **Fence heights shall be no less than 4 feet and no greater than 8 feet, including all decorative trim, etc. in the Village Homes.**
- d. Fencing finished on one side only must have the finished side facing out.
- e. Gates shall be constructed of the same material and be of the same height and color as the fence.
- f. Fences are only allowed in back or side yards and cannot be forward of the roof gable.
- g. Fences may be board-on-board, basket weave or stockade.
- h. The use of tree trunks (natural wood or stone) to divide property lines is prohibited.
- i. Fences may be stained with transparent or semi-transparent stain. Stain colors for fences must be a natural wood color. Stain color must be stated in the application and approved. Painting is not permitted. All fences must be maintained/cleaned in proper and safe order, condition, and repair.

#### **Exceptions:**

Temporary fences or wickets up to eighteen (18) inches in height are excluded from the foregoing requirements, but must conform as follows:

- a. Temporary fences to protect property improvements during period of establishment (ex: lawn seeding, new sod planting, etc.).
- b. Wickets and lattice-type fences, seasonal in nature (march through October) to protect individual plantings or flower beds must be in good repair (not rusty or broken). All other decorative fences are prohibited.
- c. Seasonal fences may not be used as perimeter fencing for lot boundaries.

### **3.47 Storage Sheds**

No temporary building is permitted on any lot. Certain types of permanent storage sheds are permitted as described in the sections below. No storage shed is permitted on association property.

#### **Manor Homes**

One storage shed is permitted on a single-family lot. A shed may not exceed 140 square feet of floor space and may be no taller than 12 feet. The shed must be located between the rear of the house and the rear property line and set back 6 feet or more from adjoining property lines. Design of the shed should be in harmony with the architecture of the community. Two types of shed construction are permitted on village home lots.

1. Wood sheds as described for single family homes. No metal storage sheds are permitted on manor home lots
2. Vinyl sheds made by companies such as Rubbermaid (available at local building supply stores). These sheds must be beige, green, or brown color.

#### **Village Homes**

One storage shed is permitted on a village home lot. A village home shed may not exceed 64 square feet of floor space and be not taller than 8 feet. The shed must be located between the rear of the house and the rear property line. Two types of shed construction are permitted on village home lots.

3. Wood sheds as described for single family homes. No metal storage sheds are permitted on village home lots
4. Vinyl sheds made by companies such as Rubbermaid (available at local building supply stores). These sheds must be beige, green, or brown color.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions of shed with elevation drawings (front, side and rear views)
  - Description of color and materials to be used
  - Method of installation including a description of any grading changes and resulting impact on adjacent properties
  - Expected date of completion
- Must match color of house and roof

Roseberry Community Association Amended Guidelines  
Section 3.17 Doors  
Updated June 2015

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**3.17 Doors**

Full view or modified full view storm doors are permitted and must be compatible with exterior design and color and shall be finished to match the woodwork trim color or the front door. Full view storm doors are preferred, but not required. Excess ornamentation not consistent with other ornamentation on the house will not be approved. Damaged or unsecured door units shall be repaired or replaced. Clear finish aluminum will not be approved. Storm door installation requires the submission of an architectural improvement form.

An application is required for a storm door and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual picture or brochure of storm door
- Description of color schemes used on houses adjacent, across and diagonal from applicant's house

Replacement front doors shall be compatible with exterior design and color.

Broken storm or front doors must be repaired or replaced promptly, not to exceed ten (10) days.

Approval is not required for back door replacement, but the door must be in proper order, condition, and repair.

### **3.47 Storage Sheds**

No temporary building is permitted on any lot. Certain types of permanent storage sheds are permitted as described in the sections below. No storage shed is permitted on association property.

#### **Manor Homes**

One storage shed is permitted on a single-family lot. A shed may not exceed 140 square feet of floor space and may be no taller than 12 feet. The shed must be located between the rear of the house and the rear property line and set back 6 feet or more from adjoining property lines. Design of the shed should be in harmony with the architecture of the community. Two types of shed construction are permitted on village home lots.

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4. Vinyl sheds made by companies such as Rubbermaid (available at local building supply stores). These sheds must be beige, green, or brown color.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions of shed with elevation drawings (front, side and rear views)
  - Description of color and materials to be used
  - Method of installation including a description of any grading changes and resulting impact on adjacent properties
  - Expected date of completion
- Must match color of house and roof



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www.sequoiamanagement.com

## MEMORANDUM

To: Roseberry Community Association Homeowners

From: Jessica Azzarano, CMCA®, AMS®, PCAM®  
Senior Community Manager

Date: June 29, 2016

RE: Revised Roofs Guidelines

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At their June 9, 2016 meeting, the Roseberry Community Association Board of Directors approved a guideline amendment for Roofs. The amendment was approved by the Board for immediate institution.

The amended guideline is below for your information. Please keep this with your other important HOA documents. A finalized version will be included in the Guidelines document during the next publication.

### 3.39 Roofs

No application is required to replace roofing with the same color and materials or for a change in roof type (3-Tab vs. Architectural style, for example). Application is required for change in roof color. See section on **Exterior Color Changes and Application**.

An application is required and must contain the following:

- Description of color and materials to be used
- Sketch of the house with changes are clearly shown

A complete set (not including this amendment) can be found in the Documents section at <http://sequoia.cincweb.com> and also on the Roseberry Community website. If you do not have access to the Internet and would like a printed copy, please contact my office at 703-803-9641 or email [dniemi@sequoiamgmt.com](mailto:dniemi@sequoiamgmt.com) or [patrick@sequoiamgmt.com](mailto:patrick@sequoiamgmt.com) to request one.

This amendment is effective immediately.

If you have any questions, please feel free to give me a call at 703.803.9641.

**Articles of Incorporation**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
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**ARTICLES OF INCORPORATION  
ROSEBERRY COMMUNITY ASSOCIATION**

---

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

**ARTICLE I**

Name

The name of the corporation is ROSEBERRY COMMUNITY ASSOCIATION, hereafter called the "Association".

**ARTICLE II**

The principal office of the Association is located at 410 East Jericho Turnpike, Mineola, New York 11501.

**ARTICLE III**

Registered Office

The street address of the initial registered office of the Association is 14914 Jefferson Davis Highway, Woodbridge, Virginia 22191. The name of the county in which the initial registered office is located is Prince William County, Virginia. The name of the Association's initial registered agent is Geary H. Rogers, who is a resident of the Commonwealth of Virginia, a member of the Virginia State Bar, and whose business office is the same as the registered office of the Association.

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Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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## ARTICLE IV

### Purposes and Powers

4.01 General Purposes. The Association is not formed for pecuniary gain or profit, direct or indirect, to itself or its "Members". The general purposes for which the Association is formed are to provide for and to promote the health, safety, common good and social welfare of the Owners, Tenants and Residents (all hereinafter defined) in that area of the Residential Planned Community in Prince William County, Virginia known as "Roseberry" being developed by Birchwood-Manassas Associates, L.L.C., a Virginia limited liability company (the "Developer"), and located upon the "Property" described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") made by the Developer and recorded in the land records of Prince William County, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference, and any additional land zoned for residential use within the real property described in the Deed recorded in Deed Book 2626 at Page 1858 of the land records of Prince William County, Virginia which may be made subject to the Declaration, and to enhance and protect the value, desirability and attractiveness of the Roseberry Community.

4.02 Specific Purposes. In furtherance of the above general purposes, the Association shall have the specific purposes:

(a) To do any and all lawful things and acts within its powers as set forth in these Articles of Incorporation which the Association from time to time may deem appropriate in order to benefit, aid, promote and provide for the peace, health, safety, convenience, comfort and general welfare of the Owners and Tenants of the Roseberry Community.

(b) To assist the Developer in the conduct of its activities and performance of its responsibilities relating to the operation, maintenance and development of "Common Areas" and "Recreational Facilities" and services within the Roseberry Community.

(c) To operate and maintain any and all property or facilities which it may acquire for the use and benefit of its Members.

(d) To enforce compliance by all Owners (as defined in the Declaration) of Lots within the Property with any and all rules, regulations and ordinances of Prince William County, Virginia by means of equitable and/or extraordinary relief.

4.03 Powers. Solely in aid of the general and specific purposes of the Association, the Association shall have the following powers:

(a) To purchase, lease, hire, receive donations of or otherwise acquire, hold, own, develop, improve, construct, alter, maintain and operate and to aid and subscribe toward the acquisition, development, improvement or alteration of real and personal property, and rights and privileges therein suitable or convenient for the purposes of the Association.

(b) To purchase, lease, hire, receive donations of or otherwise acquire, by lawful means, hold, own, develop, erect, construct, alter, improve, manage, maintain and operate and to aid and subscribe toward the acquisition, construction or improvement of systems, buildings, machinery, equipment and facilities, and any other property or appliances which may appertain to or be useful in the accomplishment of the purposes of the Association.

(c) To solicit, receive and accept donations of money or property or any interest in property from the federal government, the Commonwealth of Virginia, Prince William County or any subdivision, municipality, agency or instrumentality of any of them, or from any person or entity.

(d) To convey, sell, lease, transfer, dedicate for public use or otherwise dispose of any real or personal property in connection with the affairs of the Association.

(e) To dedicate, sell or transfer all or any part of the Association property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members entitled to vote, agreeing to such dedication, sale or transfer.

(f) To fix, levy, collect and disburse "Annual Assessments" and "Special Assessments" in accordance with and subject to the provisions of the Declaration and applicable law and to collect and enforce payment of all unpaid "Assessments" as provided in the Declaration.

(g) To raise money with respect to any particular facility or service which the Association proposes to provide to its Members and to provide, operate, maintain and supervise the use of any such facility or service upon the payment of "Assessments" by its Members.

(h) To pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(i) To make contracts, incur liabilities, borrow money and issue bonds, notes or other obligations and, with the assent of two-thirds (2/3) of the votes entitled to be cast at a meeting of Members called for such purpose, secure the same by mortgage, pledge, assignment or deed of trust of all or any part of the property, franchise or income owned by the Association and to guarantee the obligations of others in which it may be interested for the furtherance of the purposes of the Association.

(j) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the votes entitled to be cast at a meeting of Members called for such purpose, except that annexation of property described in Schedule B of the Declaration shall not require the approval of the Members, other than the Developer.

(k) To engage in and sponsor activities relating to the cultural, educational, civic and social affairs of the Owners, Tenants and Residents of the Roseberry Community as a whole and to represent its Members in or before other groups, associations, boards or other like organizations.

(l) To sponsor, engage in, conduct and encourage cultural, educational, social and civic and other beneficial activities relating to the Roseberry Community as a whole.

(m) To have and to exercise, to the extent necessary or desirable for the accomplishment of the above-mentioned purposes, and to the extent that they are not inconsistent with those general and specific purposes, (1) any and all powers expressly or impliedly conferred upon the Association by the terms of the Declaration; and (2) any and all powers conferred upon corporations of a similar character by the general laws of the Commonwealth of Virginia.

ARTICLE V

No Stock

5.01 The Association is not authorized to issue capital stock.

ARTICLE VI

Membership and Voting Rights

6.01 Membership. Each Owner, Tenant and Resident shall be a Member of the Association. For Purposes of these Articles of Incorporation:

(a) "Developer" means Birchwood-Manassas Associates, L. L. C. a Virginia limited liability company, its successors and assigns. However, no successor or assignee of Developer itself or of any successor assignee of Developer shall have any rights or obligations of the Developer under these Articles of Incorporation except those rights and obligations which (1) are specifically set forth in an instrument of succession or assignment, designating a party as the Developer for purposes of these Articles of Incorporation or the Declaration, or both, or (2) pass by operation of law.

(b) "Development Period" means the period commencing July 1, 1998 and ending ten (10) years from such date, or earlier at the Developer's option.

(c) "Lot" shall have the same meaning as in the Declaration. Any new "Permanent Improvement" erected or installed in the future on a Lot shall be considered a part of that Lot, beginning upon the issuance of the final governmental approval required for the occupancy or use of the Permanent Improvement. "Assessable Property" shall have the same meaning as in the Declaration; that is, the entire Property except such parts as may from time to time constitute "Exempt Property" as defined by the Declaration.

(d) "Owner" means the owner of any Lot or any common or joint interest therein if such Lot is owned by more than one Person. The term "Owner" shall include a contract seller of such an interest, but shall exclude the Association or any Person having an interest in a Lot merely as security for the performance of an obligation. The Developer shall be considered an "Owner". A mortgagee who has acquired one of the above interests by foreclosure or conveyance in lieu of foreclosure shall be deemed an Owner and shall have the same obligations as an Owner.

(e) "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government (or any agency or political subdivision of a government) or any other legal entity.

(f) "Resident" shall mean each and every Person who is a member of the immediate family of each Owner or Tenant and who actually lives within the Roseberry Community and in the same household with *each* such Owner or Tenant

(g) "Tenant" shall mean and refer to any Person who (1) occupies a Lot under a written lease or occupancy agreement from an Owner in which such Person is named lessee and (2) delivers an executed copy of such lease to the Association Board.

(h) All other "capitalized" terms shall have the meanings assigned to them by the Declaration unless otherwise specified.

6.02 Classes of Membership. There shall be three classes of membership in the Association, as follows:

(a) Class A Members. Every Person who is an owner of a Lot not served by Private Facilities shall be a Class A Member (with the exception of the Developer during the ~~Development Period or shorter period in accordance with the Declaration~~).

(b) Class B Member. The Developer shall be the Class B Member.

(c) Class C Members. Every person who is an Owner of a Lot served by Private Facilities shall be a Class C Member.

(d) An Owner shall automatically become a Member upon the transfer of a Lot to him and shall remain a Member for so long as he is an Owner. Membership shall be appurtenant to and shall not be separated from the status of Owner. Tenants and Residents shall also be Members.

6.03 Voting Rights of Members.

(a) Owners who are Class A and Class C Members shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by him. If a Lot is owned or held by more than one Owner, all such Owners shall be Members. However, for purposes of voting, such Owners shall be deemed to constitute a single Member as to that Lot and shall

collectively be entitled to a single vote for that Lot as to each matter submitted to the Members. If such Owners cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to that Lot. However, in no event shall more than one (1) vote be cast per Lot. Tenants shall not have voting rights. Any Owner who is in violation of the Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the delinquency continues.

(b) The Class B Member shall be entitled to cast three (3) votes on each matter submitted to the Members for each Lot owned by it.

6.04 Termination of Class B Membership. The Class B Membership shall terminate and the Developer shall automatically become a Class A Member or a Class C Member, as the case may be, entitled to only one (1) vote on each matter submitted to the Members for each Lot owned by it in accordance with Section 3.03 of the Declaration.

## ARTICLE VII

### Board of Directors

7.01 Management by Board of Directors. The affairs of the Association shall be managed by a Board of Directors (the "Association Board"). No director need be a Member of the Association.

7.02 Initial Board. The initial Association Board shall consist of three (3) directors who shall hold office until the election of their successors. The names of those persons who shall comprise the initial Association Board are:

<u>Name</u>	<u>Address</u>
Ron J. Horowitz	410 East Jericho Turnpike, Mineola, NY 11501
Kevin J. Dolan	410 East Jericho Turnpike, Mineola, NY 11501
Michael Van Buren	410 East Jericho Turnpike, Mineola, NY 11501

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Beginning with the first annual meeting of the Association, the Members shall elect the number of directors then specified in the Association Bylaws.

## ARTICLE VIII

### General

The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Association and of the directors and Members thereof:

8.01 Contracts. Any contract entered into by the Association under which a Person other than the Association is to provide services which the Declaration calls for the Association to provide or is to perform duties of the Association under the Declaration shall be for a term of no longer than one (1) year, renewable by agreement of the parties.

8.02 Contracts with Interested Parties. The Association may enter into contracts and transact business with any director or Member or with any corporation, partnership, trust or association of which any director or Member is an officer, partner, Member, trustee, beneficiary or employee or in which any director or Member is stockholder, director, otherwise interested. No such contract or transaction shall be invalidated or in any way affected by the fact that such director or Member has been or might be adverse to the interests of the Association if (i) the fact of such interest is disclosed or known, (a) in the case of a Member, to the directors or Members acting and (b) in the case of an upon the contract or transaction interested director, (1) to the Association Board or the committee of the Association Board which authorizes, approves or ratifies the contract or transaction and the Association Board or committee thereafter authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested directors even if the disinterested directors constitute less than a quorum, or (2) to the Members entitled to vote and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the Members entitled to vote other than the votes of shares owned of record or beneficially by the interested director; or (ii) the contract or transaction is fair and reasonable to the Association. The interested director or Member may be counted in determining

the existence of a quorum at any meeting of the Members or the Association Board which authorizes the contract or transaction and may vote in favor of the authorization with the same force and effect as if he were not so interested.

8.03 Ratification. Any contract, transaction or act of the Association or the Association Board ratified by a majority of the Members having voting powers and attending any annual meeting or any special meeting called for such purpose, at which a quorum is present, shall, so far as permitted by law, be as valid and as binding as though ratified by every Member of the Association.

8.04 Indemnification. Any person who is serving or has served as a director, officer, employee or agent of the Association may be indemnified by the Association to the maximum extent permitted by the law of the Commonwealth of Virginia. Such indemnification is not required by these Articles of Incorporation but the Association may adopt Bylaws or enter into agreements under which such indemnification is mandatory. The Association shall also have the power and authority to purchase an insurance policy or policies providing for the indemnification and defense of such individuals against claims arising from their performance of their duties to the maximum extent permitted by Virginia law.

## ARTICLE IX

### Dissolution

9.01 Dissolution of Association. The Association may be dissolved with the assent of more than two-thirds (2/3) of the votes entitled to be cast at a meeting of Members called for such purpose. Upon any liquidation, dissolution or winding up of the Association hereunder other than incident to a merger or consolidation, the property of the Association, both real and personal, shall be conveyed and vested in (a) any non-profit corporation formed and operated for purposes similar to those set forth herein for the Association, (b) Prince William County, (c) the Commonwealth of Virginia or (d) the United States of America in the order stated.

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Nothing in this Article is intended to or shall waive or excuse compliance with the applicable provisions of Virginia law as to procedures for such a liquidation, dissolution or winding up of a non-stock, non-profit corporation.

#### ARTICLE X

##### Duration

The duration of the Association shall be perpetual.

#### ARTICLE XI

##### Amendment

The Association reserves the right to amend, modify, alter or repeal any provision contained in these Articles with the assent of seventy-five percent (75%) of each class of Members entitled to vote. Nothing in this Article is intended to or shall waive or excuse compliance with the applicable provisions of Virginia law as to procedures for amending Articles of Incorporation of a non-stock, non-profit corporation.

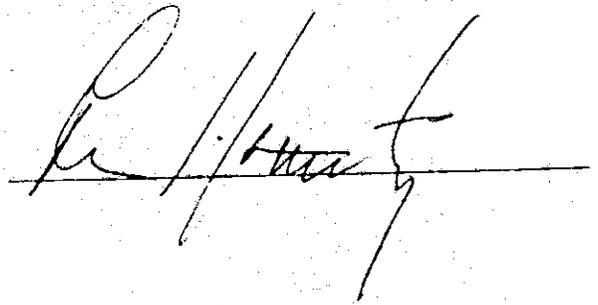
#### ARTICLE XII

##### FHA/VA Approval

So long as there is a Class B Membership, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) annexation of additional property, other than the property described in Schedule B of the Declaration; (b) mortgaging of Common Area; (c) dedication of Common Area; (d) mergers and consolidations; (e) amendment of these Articles of Incorporation; and (f) dissolution of these Articles of Incorporation.

If the approval of one of these agencies has not been communicated to the Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that agency shall be deemed to have approved it.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of March, 1998.

A handwritten signature in black ink, appearing to read "R. H. Hunt", is written over a horizontal line. The signature is cursive and somewhat stylized.

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

September 28, 1998

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

ROSEBERRY COMMUNITY ASSOCIATION

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

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective September 28, 1998.

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

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT  
CIS20423  
98-09-25-0101

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**Budget**  
**Roseberry Community Association Inc**

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**Roseberry Community Association, Inc.  
2020 Approved Budget**

	<b>2020 Approved Budget @\$140.00/quarter</b>	<b>2019 Projected Actuals As of 10/30/19</b>	<b>2019 Approved Budget @\$140.00/quarter</b>
<b>INCOME</b>			
General Assessments	164,080.00	164,080.00	164,080.00
Late Fees	-	1,428.00	-
Collection Cost Reimbursement	-	1,500.00	-
Interest-Reserves	500.00	2,772.00	500.00
Miscellaneous	-	-	-
Uncollectible Assessments	(2,000.00)	(2,000.00)	(2,000.00)
<b>TOTAL</b>	<b>162,580.00</b>	<b>167,780.00</b>	<b>162,580.00</b>
<b>GENERAL &amp; ADMINISTRATIVE EXPENSES</b>			
Audit Fee	2,750.00	2,750.00	2,750.00
Taxes & Licenses	230.00	230.00	230.00
Insurance	4,000.00	3,894.00	4,000.00
Legal - General	5,000.00	4,100.00	6,000.00
Legal - Collections	8,000.00	6,000.00	9,000.00
Management Fee	30,414.00	29,906.00	29,906.00
Meetings/Minute Taker	1,000.00	625.00	1,350.00
Miscellaneous ( Police Officer for 4th of July)	500.00	250.00	500.00
Postage	1,500.00	1,500.00	1,500.00
Website	500.00	500.00	1,000.00
Reserve Study	-	-	-
<b>SUBTOTAL GENERAL &amp; ADMINISTRATIVE</b>	<b>53,894.00</b>	<b>49,755.00</b>	<b>56,236.00</b>
<b>UTILITIES</b>			
Electric	900.00	825.00	900.00
<b>SUBTOTAL UTILITIES</b>	<b>900.00</b>	<b>825.00</b>	<b>900.00</b>
<b>MAINTENANCE &amp; ONGOING PROJECTS</b>			
General Maintenance & Repair	8,000.00	6,000.00	8,000.00
Landscape/Erosion	2,000.00	1,500.00	2,000.00
Other Landscaping/Watering	7,000.00	14,450.00	7,000.00
Security Improvement & Maintenance	1,000.00	800.00	1,000.00
<b>SUBTOTAL MAINTENANCE</b>	<b>18,000.00</b>	<b>22,750.00</b>	<b>18,000.00</b>
<b>CONTRACTS</b>			
Grounds Maintenance	19,260.00	19,260.00	19,260.00
Snow Removal	1,500.00	1,000.00	1,500.00
Trash Removal	46,742.00	46,635.00	44,400.00
<b>SUBTOTAL CONTRACTS</b>	<b>67,502.00</b>	<b>66,895.00</b>	<b>65,160.00</b>
<b>RESERVE DEPOSITS</b>			
Replacement Reserve Contribution	19,784.00	19,784.00	19,784.00
Interest Contribution Replacement Reserves	500.00	2,440.00	500.00
Operating Reserve Contribution	2,000.00	2,000.00	2,000.00
<b>SUBTOTAL RESERVE DEPOSITS</b>	<b>22,284.00</b>	<b>24,224.00</b>	<b>22,284.00</b>
<b>TOTAL EXPENSES</b>	<b>162,580.00</b>	<b>164,449.00</b>	<b>162,580.00</b>
<b>NET</b>	<b>-</b>	<b>3,331.00</b>	<b>-</b>

**\*\*MAXIMUM ALLOWABLE ASSESSMENT INCREASED TO \$233.43/QUARTER (10.0%)**

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CAPITAL RESERVE SUMMARY			
Current Replacement Reserve Balance -- Sept 2019			\$276,173.96
Projected Reserve Fund Balance (Jan 1 of budget year)			\$281,119.96
<b>Planned Reserve Fund Projects (Per Study)</b>			
		2019	2020
Estimated Spend in Calendar Year		\$10,000.00	\$42,034.00
<i>Total Planned Projects 2020</i>			6
Annual Reserve Contribution 2020			\$19,784.00
Reserve Fund Balance (Projected: Dec. 31, 2019)			281,119.96
Reserve Study Requirement			\$177,059.00
Surplus / (Deficit)			\$104,060.96
<p>The Replacement Reserve Fund is managed in accordance with the Reserve Study published March, 2016. The Study recommends annual contributions from the operating budget to sustain the infrastructure and capital property in the community. The projects outlined above are in line with the maintenance and replacement schedule set forth in the study and the Board has adopted this capital reserve budget as a part of the annual budget process, as revised.</p>			

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**Bylaws**  
**Roseberry Community Association Inc**

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BYLAWS  
OF  
ROSEBERRY COMMUNITY ASSOCIATION

ARTICLE I  
Definitions

The words in these Bylaws which begin with capital letters (other than words which would normally be capitalized) shall have the meanings assigned to them by the "Declaration" and the "Articles of Incorporation" unless such a meaning would be manifestly improper or unreasonable in the context in which such capitalized word is used. "Declaration" means the Roseberry Community Association Declaration of Covenants, Conditions and Restrictions, which is recorded in the land records of Prince William County, Virginia. "Articles of Incorporation" means the Roseberry Community Association Articles of Incorporation.

ARTICLE II  
Offices

Section 2.01. The registered office of the Roseberry Community Association (the "Association") shall be located at 14914 Jefferson Davis Highway, Woodbridge, Virginia 22192.

Section 2.02. The principal office of the Association shall be located at 410 East Jericho Turnpike,, Mineola, New York 11501 .

Section 2.03. The Association may also have offices at such other places within the Commonwealth of Virginia as the Association Board may from time to time determine or the business of the Association may require.

## ARTICLE III

### Members

Section 3.01. Voting Rights of Members. The Association shall have three classes of members in accordance with the provisions of Section 6.02 of the Articles of Incorporation. The rights, privileges and qualifications of each class of members shall be as set out in the Articles of Incorporation, the Declaration and these Bylaws.

Section 3.02. Annual Meetings. The Association shall hold an annual meeting of the Members for election of directors, and the transaction of any business within the powers of the Association. The first annual meeting shall be held within one hundred eighty (180) days after the conveyance of the first Lot to an Owner. Annual meetings shall be held on the first day of July which is not a Sunday or legal holiday. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence, terminate the tenure of any director before his successor is elected and qualified, or otherwise affect valid corporate acts. Any business of the Association may be transacted at any annual meeting without being specially designated in the notice of such meeting, except such business as is specifically required by statute, the Articles of Incorporation or the Declaration to be stated in the notice.

Section 3.03. Special Meetings. At any time in the interval between annual meetings and from time to time, special meetings of the Members may be called by the Chairman of the Association Board, by the President, by the Manager of the Association, or by a majority of the Association Board. In addition, the Manager of the Association, in his capacity as Secretary, shall call a special meeting of the Members upon the written request of Members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting.

Section 3.04. Place of Meetings. All meetings shall be held at such place or places within the Commonwealth of Virginia as may from time to time be designated by the Association Board.

Section 3.05. Notice of Meetings.

(a) Written notice stating the place, day and hour of the annual meeting of the Member and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Manager to each Member entitled to vote at the meeting, personally or by mail, not less than ten (10) days nor more than ninety (90) days before the date of the meeting. If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his last known address as it appears on the records of the Association, with postage prepaid.

(b) Notwithstanding subsection (a) above, a waiver of notice in writing, signed by a Member entitled to such notice, whether prior to, at or after the holding of the meeting, shall be equivalent to the giving of such notice to that Member. A Member who actually attends a meeting, in person or by proxy, shall also be deemed to have waived notice of the meeting unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

Section 3.06. Quorum.

(a) At any meeting of Members, the presence in person or by proxy or (in the case of any Member which is a corporation or partnership) through designated representatives of Members entitled to cast thirty percent (30%) of all votes entitled to be cast shall constitute a quorum.

(b) Section 3.06(a) shall not affect any requirement under statute, the Declaration or under the Articles of Incorporation as to the vote necessary for the adoption of any measure.

(c) If a quorum is not present at any meeting of Members, a majority of the Members present may, by majority vote, adjourn the meeting and call a further meeting of

Members in accordance with applicable Virginia law. At such further meeting, the Members, present in person or by proxy, entitled to cast fifteen percent (15%) of all the votes entitled to be cast shall constitute a quorum and may, by a majority of votes actually cast, approve or authorize any proposed action and take any other action including, without limitation, the election of directors which might have been taken at the original meeting had a sufficient number of Members been present.

Section 3.07. Votes Required. On each matter submitted to the Members for a vote, a majority of the votes cast at a meeting ~~of~~ called at which a quorum is present shall be sufficient for passage or approval, unless otherwise provided in the Declaration, the Articles of Incorporation, these Bylaws or Virginia law.

Section 3.08. Manner of Casting Votes. On any matter submitted to the Members for a vote, a Member may cast his vote by any of the following means:

(a) By personally attending the meeting and casting his vote (in the case of a Member who is an individual).

(b) By written proxy.

(c) In the case of a Member that is a corporation or partnership, by having an officer, joint venturer or a general partner or, if a joint venturer or a general partner is a corporation, an officer of a joint venturer or general partner, attend the meeting in person and cast the corporation's or partnership's votes.

(d) By mail, if the Association Board has prescribed rules and regulations under which that vote may be taken of Members by mail.

Section 3.09. Number of Votes. The qualifications for membership and the number of votes to which each Member is entitled shall be as provided in the Articles of Incorporation. The

Association Board may by resolution adopt regulations for any or all meetings of the Members, consistent with the Declaration, the Articles of Incorporation and these Bylaws, in regard to proof of membership in the Association, evidence of the right to vote, determination of the number of votes to which each Member is entitled, appointment and duties of inspectors of votes, registration of Members for voting purposes, and other matters concerning the conduct of meetings and voting. Such regulations and any amendments to them shall (a) be distributed to Members with the notice of the first meeting of Members following their adoption and (b) be available for inspection by any Member (i) at the principal office of the Association during regular business hours and (ii) at each meeting of Members.

Section 3.10. Rules of Procedure. The rules of order and all other matters or procedure at any meeting of Members shall be determined in accordance with Robert's Rules of Order.

#### ARTICLE IV Association Board

Section 4.01. Powers. The business and affairs of the Association shall be managed by a Board of Directors (the "Association Board"). The Association Board may exercise all of the powers of the Association, except those which are, by the laws of Virginia, the Articles of Incorporation, the Declaration or these Bylaws, conferred upon or reserved to the Members. The Association Board may employ such consultants, professional advisors or independent contractors as it deems necessary, and may prescribe their duties. The Association Board may appoint whatever committees it deems appropriate in carrying out its duties.

The Association Board shall also have the power to suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

Section 4.02. Duties. The Association Board shall perform all of the following duties:

(a) Cause to be kept at its principal office a complete record of all its actions and proceedings and of all actions and proceedings of each of its committees, which shall be available for inspection and (at a reasonable charge) copying by any Member during normal business hours.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(c) As more fully provided in the Declaration:

(1) fix the amount of the Annual Assessment and any Special Assessments levied on each Lot;

(2) send written notice of such Assessments to every Owner by whom they are payable; and

(3) foreclose the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date and/or bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not Assessments on a specified Lot have been paid. A reasonable charge may be made by the Association Board of the issuance of these certificates. If a certificate states an Assessment has been paid, the certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate bonding and liability, hazard and other insurance as required by the Declaration and these Bylaws.

(f) Draft, revise, adopt and amend rules and regulations relating to the government of the Association and regarding the administration, interpretation and enforcement of the provisions of the Declaration, consistent with the best interests of the Members, and the laws of the Commonwealth of Virginia, the Articles of Incorporation and the high quality of the community.

(g) Perform all other duties assigned to it by the Declaration and the Articles of Incorporation.

Section 4.03. Number, Election and Removal of Directors.

(a) Initial Board. The initial Association Board shall consist of three (3) directors, named in the Articles of Incorporation, who shall hold office until qualification of their successors.

(b) Subsequent Board. At the first annual meeting of Members, the Members shall elect five (5) directors. Two (2) of such directors shall be elected for a term of three (3) years, two (2) shall be elected for a term of two (2) years and one (1) shall be elected for a term of one (1) year. Thereafter, directors shall be elected at the annual meeting and each director shall serve for a term of two (2) years or until his successor is elected and qualified, unless such term shall have earlier terminated by such director's resignation, death, removal or otherwise. The Association Board shall not be classified and each director shall be elected by a majority of the votes cast in person or by proxy by Members of both classes at a duly called meeting at which a quorum is present. A director need not be a Member of the Association.

(c) Nominations. Nomination for election to the Association Board may be made by any of the following methods:

(1) By a Nominating Committee.

(2) By petition, according to written procedures which the Association Board or Nominating Committee shall establish and announce at least ninety (90) days before each annual meeting of the Members.

(3) From the floor at each annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be a sitting director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Association Board before each annual meeting of Members, the appointments shall be announced at that annual meeting and those appointees shall serve from the close of that annual meeting until the close of the annual meeting at which the appointments of their respective successors are announced. The Nominating Committee shall make as many nominations as it deems appropriate, but shall in any case make enough nominations that the total number of Persons nominated by all three of the above methods is at least equal to the number of directors to be elected.

(d) Removal. Any director may be removed with or without cause, by a majority vote of the Members of the Association at any meeting of Members duly called and at which a quorum is present, and the Members may elect a successor to fill any resulting vacancy for the unexpired term of the removed director.

(e) Vacancies. In the event of the death or resignation of a director, his successor shall be selected by a majority vote of the remaining directors and shall serve for the unexpired term of his predecessor, subject to removal, however, by vote of the Members of the Association.

Section 4.04. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.05. Action by the Association Board.

(a) Regular Meetings. Except as permitted by this Section 4.05, any approval or disapproval of actions or resolutions by the Association Board shall be by vote of the directors taken at a regular meeting. Regular meetings of the Association Board may be called by the President of the Association or by a majority of the directors.

(b) Conference Telephone. The Association Board or any of its committees may meet by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear and speak to each other and participation by such means shall constitute presence in person at the meeting. Such meetings may be called by the President of the Association or by a majority of the directors. One or more persons may also participate in a regular or special meeting of the Association Board or any of its committees by such means.

(c) Written Action Without a Meeting. To the extent permitted by Virginia law, any action required or permitted to be taken at a meeting of the Association Board or of one of its committees may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each director, or, in the case of committee action, by each member of the committee, and is filed with the minutes of proceedings of the Association Board or the committee.

(d) Time and Place of Meeting. Each meeting of the Association Board shall be held at such time and at such place within the Commonwealth of Virginia or at the Association's principal office as the person or persons calling the meeting may designate or at such other place inside or outside the Commonwealth of Virginia as may be agreed upon by all of the directors.

Section 4.06. Notice of Meetings to Directors.

(a) Written Notice. Written notice of the place, day and hour of every regular and special meeting of the Association Board shall be delivered to each director at least two (2) days before the meeting (five (5) days in the case of notice given by mail), either personally or by mail. If mailed, notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage prepaid. Unless required by these Bylaws or by resolution of the Association Board, no notice of any meeting of the Association Board need state the business to be transacted at the meeting.

(b) Written Waiver. No notice of any meeting of the Association Board need be given to any director who, either before, during or after the holding of the meeting, waives such notice in writing.

(c) Waiver by Attendance. Attendance of a director at any meeting shall constitute waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(d) Adjournment. Any meeting of the Association Board, regular or special, may be adjourned from time to time and reconvened at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

Section 4.07. Quorum and Voting. A majority of the directors shall constitute a quorum for the transaction of business. Except as otherwise provided in Section 4.05(c) above, the action of a majority of all directors present at a meeting at which a quorum is present shall be the action of the Association Board.

## ARTICLE V

### Officers and Their Duties

Section 5.01. Chairman. The Association Board shall in each year elect a Chairman of the Board from among the directors. The Chairman shall preside at all meetings of the Association Board and meetings of members at which he shall be present and shall and may exercise such additional powers and duties as are from time to time assigned to him by the Association Board.

Section 5.02. Manager. The Association Board may in each year elect one person (who need not be a Member of the Association) to serve as the Manager of the Association. The Manager of the Association shall, ex officio, be the Secretary and the Treasurer of the Association. The Manager shall generally advise the Association in the conduct and operation of its affairs. In the absence of the Chairman of the Board, the Manager shall preside at all meetings of the Members and of the Association Board at which he shall be present; he shall have general charge and supervision of the business of the Association; he may sign and execute bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated by the Members or the Association Board or express provision of the Article of Incorporation or of these Bylaws to some other officer or agent of the Association; and he shall perform such other duties as from time to time may be assigned to him by the Association Board.

As Secretary of the Association, the Manager shall keep the minutes of meetings of the Members and of the Association Board in books provided for such purpose; he shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law; he shall be custodian of the records of the Association; he shall see that the corporate seal of the Association is affixed to all documents, the execution of which on behalf of the Association, under its seal, is duly authorized and when the corporate seal is so affixed, he may attest the same; and he shall, in general, perform all duties incident to the office of secretary of a corporation.

As Treasurer of the Association, the Manager shall have charge of and be responsible for all funds, receipts and disbursements of the Association and shall deposit or cause to be deposited, in the name of the Association, all monies or other valuable effects in such banks, trust companies or other depositories as shall from time to time be selected by the Association Board; he shall render to the Association Board whenever requested an account of the financial condition of the Association and in general he shall perform all the duties incident to the office of treasurer of a corporation.

The Manager shall serve at the pleasure of the Association Board and any vacancy in such office by reason of death, removal, resignation or otherwise shall be filled by the Association Board.

Section 5.03. Additional Executive Officers. The Association Board shall choose a President and one or more Vice Presidents (who shall perform such duties and have such responsibilities as (a) are expressly assigned to them by these Bylaws or (b) are customary for the president or vice president of a corporation and are not expressly delegated by these Bylaws or by the Members or by resolution of the Association Board to the Chairman or Manager or some other officer) and may choose one or more assistant managers, one or more assistant secretaries and one or more assistant treasurers, none of whom need be a director, but all of whom shall be Members of the Association. Any two or more of the offices mentioned in this Article may be held by the same Person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by statute, by the Articles of Incorporation, by these Bylaws or by resolution of the Association Board to be executed, acknowledged or verified by any two or more officers. In the event of a vacancy in any office provided for in this Section 5.03, by reason of death, removal, resignation or otherwise, the Association Board may either fill the vacancy or except for the office of President, abolish such office.

The assistant officers, if any, described in this Section shall have such duties as may from time to time be assigned to them by the Association Board or by the Manager.

Section 5.04. Committees. The Association Board may by resolution provide for an executive committee and for such other standing or special committees as it deems desirable and discontinue the same at its pleasure. Each such committee shall consist of two or more directors and shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the Association Board, except that only the full Association Board shall have the power to recommend to the Members any action which requires membership approval.

Section 5.05. Compensation. None of the officers of the Association (other than the Manager or assistant managers) shall be compensated by the Association for services rendered in the capacity of such office. Any such officers (other than the Manager or assistant managers) who serve the Association in any other capacity, however, may receive compensation therefor. The Manager and any assistant managers may receive such compensation as may be determined from time to time by resolution of the Association Board. Any management agreement entered into by the Association and the Manager shall be for a term not to exceed one year, but renewable by mutual agreement of the parties for successive one-year terms.

Section 5.06. Removal. Any officer or agent of the Association may be removed by the Association Board whenever judgment the best interests of the Association will be served thereby, with or without cause.

## ARTICLE VI

### Assessments

Section 6.01. Billing.

(a) As soon as may be practicable in each fiscal year, the Treasurer of the Association shall prepare and send to each Owner a written bill for Assessments.

(b) The Association Board may adopt procedures for the purpose of making, billing and collecting Annual Assessments and Special Assessments provided that they are not inconsistent with the provisions of the Declaration or the Articles of Incorporation.

(c) Upon written demand by an Owner, the Treasurer of the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate as to the status of Assessments of any specified Lot owned by that Owner in accordance with the Declaration.

Section 6.02. Lien: Enforcement. As more fully provided in the Declaration and Supplemental Declarations, each Member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. Each such assessment, whether Annual or Special, shall be subject to an additional late handling fee of ten percent (10.0%) of such assessment, compounded monthly, if the same shall not be paid when due ("Late Handling Fee"), plus interest at the highest legal rate allowed by Virginia law from the date due. If the Assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or Recreational Facilities or abandonment of his Lot.

Section 6.03. Carryover of Unused Funds. The Association shall not be obligated to spend in any fiscal year all the sums collected by way of Annual Assessments or borrowed in such year, or otherwise, and may carry forward as surplus any balance remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Annual Assessments in the succeeding fiscal year, but may carry forward from fiscal year to fiscal year such surplus as the Association Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the pursuit of its purposes.

## ARTICLE VII

### Finance

Section 7.01. Checks. Drafts Etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall unless otherwise provided by resolution of the Association Board be signed by the President and any other elected officer.

Section 7.02. Annual Reports. - The Manager or Treasurer of the Association shall prepare annually a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding calendar year which shall be submitted at the annual meeting of the Members and filed within twenty (20) days thereafter at the principal office of the Association. A copy of the statement shall be mailed to each Member.

Section 7.03. Fiscal Year. The fiscal year of the Association shall be the twelve (12) month period ending December 31 of each year unless otherwise provided by resolution of the Association Board.

Section 7.04. Bonding and Insurance. The Association shall purchase such errors and omissions insurance for its officers, directors and employees, shall purchase such hazard insurance for the Common Areas and Recreation Facilities and shall arrange for such bonding of any or all of its employees as the Declaration requires. The Association may purchase such additional bonding or insurance not required by the Declaration as the Board of Directors considers appropriate. So long as the Federal Housing Administration, Veterans Administration, Federal National Mortgage Association, Government National Mortgage Association or Federal Home Loan Mortgage Corporation is an insurer, guarantor or mortgagee of any Lot, the Association shall purchase whatever additional insurance and bonding that agency requires. The Association Board shall at least annually review the bonding and insurance coverage then carried by the Association to determine its adequacy and compliance with this Section.

Section 7.05. Borrowing by the Association.

(a) The amount, terms, rate or rates of all borrowing and the provisions of all agreements with noteholders shall be subject to the decision of the Association Board.

(b) Any mortgage of all or substantially all of the Property shall, in accordance with the requirements of the Declaration, be subject to the approval of two-thirds (2/3) of each class of Members entitled to vote and in accordance with Virginia law.

(c) The consent of First Mortgagees to any mortgage of any of the Property shall be obtained to the extent required by the Declaration.

ARTICLE VIII

Miscellaneous

Section 8.01. Books and Records. The books, records and papers of the Association (including but not limited to complete and accurate copies of the Declaration, the Articles of Incorporation and these Bylaws) shall at all times during reasonable business hours be subject to inspection by any Member and by any First Mortgagee which has notified the Association of its mortgagee status pursuant to the Declaration at the principal office of the Association. Any Member shall also be entitled to a copy of the financial statements of the Association for any one or more fiscal years of the Association upon payment of a reasonable charge to defray the cost of reproduction.

Section 8.02. Seal. The Association Board shall adopt suitable corporate seal for the Association. The Association Board may authorize one or more duplicate seals and provide for their custody.

Section 8.03. Amendments. Subject to the provisions of the Declaration, any and all provisions of these Bylaws may be altered or repealed and new Bylaws may be adopted by a majority vote of the Members entitled to vote who are present at any annual meeting of the Members or at any special meeting called for that purpose, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto such amendments while there is a Class B Membership.

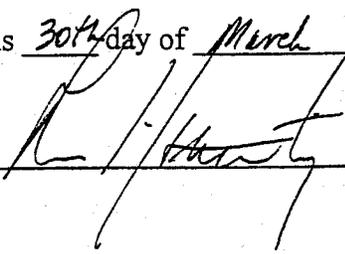
Section 8.04. Officers and Directors Civil Immunity. Pursuant to the provisions of Section 13.1-870.1(A)1 of the Code of Virginia, in any proceeding brought in the right of the corporation or brought by or on behalf of members of the corporation, the damages assessed against an officer or director arising out of a single transaction or course of conduct shall not exceed Two Hundred Dollars (\$200.00). However, the liability of an officer or director shall not be limited if the officer or director engaged in willful misconduct or a knowing violation of the criminal law.

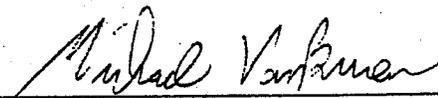
Section 8.05. Consistency of Declaration, Articles of Incorporation and Bylaws. These Bylaws shall be construed and interpreted in a manner which is consistent with the terms and provisions of the Declaration and the Articles of Incorporation. The terms and provisions of the Declaration and the Articles of Incorporation (in that order) shall be controlling over any inconsistent provision contained in these Bylaws.

Section 8.06. Captions and Cross References. The captions of articles, sections and subsections of these Bylaws are for reference only and shall be disregarded in construing these Bylaws. Any reference in these Bylaws to a specified "Article", "Section" or "Subsection" shall be construed, unless otherwise explicitly stated, as referring, respectively, to an article of these Bylaws, a section of these Bylaws or a subsection of the section of these Bylaws in which the reference appears.

Section 8.07. Gender. The masculine gender, where used in these Bylaws, shall include the feminine and the neuter.

IN WITNESS WHEREOF, we, being all the Directors of ROSEBERRY COMMUNITY ASSOCIATION, have hereunto set our hands this 30<sup>th</sup> day of March, 1998.

  
\_\_\_\_\_

  
\_\_\_\_\_

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am now the duly elected and acting secretary of ROSEBERRY COMMUNITY ASSOCIATION, a Virginia non-stock corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 16<sup>th</sup> day of March, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

  
\_\_\_\_\_  
Secretary

**CC&Rs**  
**Roseberry Community Association Inc**

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ROSEBERRY COMMUNITY ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

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ROSEBERRY COMMUNITY ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 22 day of April, 1998, by BIRCHWOOD-MANASSAS ASSOCIATES, L.L.C., a Virginia limited liability company ("Birchwood" or "Developer").

Recitals:

R-1. Birchwood is the owner of certain real property located in Prince William County, Virginia, more particularly described in Schedule A attached hereto, to be known as "Roseberry" (the "Property"), which is a portion of the property acquired by Birchwood by the Deeds recorded in Deed Book 2433, Page 1181 and in Deed Book 2433, Page 1183 among the land records ("Land Records") of Prince William County, Virginia.

R-2. Birchwood intends that the owners of lots in the Property shall be members of the Roseberry Community Association, which shall have as its purpose to own, improve, maintain and preserve the Recreational Facilities and Common Area within the Property and to contribute to the health, safety and welfare of the residents within the Property.

R-3. Birchwood has incorporated under the laws of the Commonwealth of Virginia, as a non-stock corporation, the "Roseberry Community Association", for the purposes of exercising the functions set forth herein.

R-4. Birchwood desires to subject the Property to the covenants, restrictions, easements, conditions, charges and liens herein after set forth, it being intended that this

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Declaration shall be binding on all persons or entities having or acquiring any right, title or interest in the Property or any part thereof.

NOW, THEREFORE, WITNESSETH, Birchwood hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The recitals are incorporated herein and made a part hereof.

#### ARTICLE I

##### Definitions

- 1.01. "Annual Assessment" means the separate assessment levied each year upon each "Lot" (hereinafter defined) under Article IV.
- 1.02. "Assessable Property" means the entire Property except such part or parts of it as may from time to time constitute "Exempt Property" (hereinafter defined).
- 1.03. "Assessments" means the Annual Assessments levied under Section 4.02 and any "Special Assessments" (hereinafter defined) levied under Section 4.03.
- 1.04. "Association" means the Roseberry Community Association, a nonstock, nonprofit corporation incorporated under the laws of the Commonwealth of Virginia, and its successors and assigns.
- 1.05. "Association Board" means the Board of Directors of the Association.
- 1.06. "Class A Members" is defined in Section 3.01.
- 1.07. "Class B Member" is defined in Section 3.01.
- 1.08. "Class C Member" is defined in Section 3.01.
- 1.09. "Common Area" means the property referred to in Section 6.01.

1.10. "Declaration" means this Declaration of Covenants, Conditions and Restrictions, as the same may from time to time be supplemented or amended in the manner prescribed herein.

1.11. "Developer" means Birchwood-Manassas Associates, L. L. C., a Virginia limited liability company, its successors and assigns by operation of law, and such successors and assigns who are specifically conveyed or assigned particular rights or powers reserved herein to Developer.

1.12. "Development Period" means a period commencing on July 1, 1998 and terminating ten (10) years from such date or earlier at the option of the Developer.

1.13. "Exempt Property" means all of the following portions of the Property:

(a) All land, and any Permanent Improvements (hereinafter defined) on land owned by the United States, the Commonwealth of Virginia, Prince William County, or any municipality, instrumentality or agency of any of them (including without limitation the United States Postal Service) and used or held by such municipality, instrumentality or agency for a public purpose. Such land and Permanent Improvements shall be Exempt Property for so long as any such municipality, instrumentality or agency shall be the Owner thereof.

(b) All land, and any Permanent Improvements on that land, owned by the Association, for so long as the Association shall be the Owner thereof.

(c) All land which is not shown upon any recorded subdivision plat.

1.14. "First Mortgagee" means a Person who holds a first mortgage on a Lot, or is secured by a first deed of trust on a Lot.

1.15. "Lot" means a portion of the Assessable Property which is less than the whole thereof and which bears a separate Prince William County Geographic Parcel Identification Number, and all Permanent Improvements existing on it. Any new Permanent Improvement

erected or installed in the future on a Lot shall be considered a part of that Lot, beginning upon the issuance of the final governmental approval required for the occupancy or use of the Permanent Improvement. "Lots served by Public Facilities" shall mean Lots containing one single family dwelling unit which has direct pedestrian and vehicular access to a publicly owned and maintained street.

1.16. "Member" means every Person who holds membership in the Association.

1.17. "Owner" means the record owner of fee simple title to any Lot within the Property, whether or not the Owner actually resides on any part of the Property. A contract seller of such an interest shall be an Owner. Any mortgage lending institution, for so long as it holds title to any Lot, shall be deemed an Owner and shall have the same obligations with respect to Assessments as any other Owner. A Person holding such an interest solely as security for the performance of an obligation shall not be an Owner.

1.18. "Permanent Improvements" means any improvement which is defined as a "Structure" in the Prince William County, Virginia Zoning Ordinance ("Zoning Ordinance"). Provided, however, that the Association Board shall have the right to amend this definition from time to time in its sole reasonable judgment and with the approval of the Developer if prior to termination of the Development Period. Any such amendment shall be accomplished by the recordation of an amendment to this Declaration among the land records of Prince William County, Virginia signed by the President of the Association and the Developer, if necessary.

1.19. "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, limited liability company, trust, municipality, or political subdivision thereof.

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1.20. "Pipestem Driveway" shall mean shall mean the Ingress-Egress Easements shown on recorded plats of subdivision of the Property and the driveway improvements constructed thereon in those portions of the Property approved for R-10 Cluster Development pursuant to the Zoning Ordinance.

1.21. "Property" means and includes all of the following:

(a) At the time of execution of this Declaration, all land described in Schedule A and presently existing Permanent Improvements built, installed or erected on that land.

(b) Beginning upon the issuance of all governmental approvals required for the occupancy or use of any new Permanent Improvement upon land described in Schedule A (or at the time of completion of the Permanent Improvement if no such approval for the occupancy or use thereof is required), that new Permanent Improvement.

(c) Beginning upon each addition to the land subjected to this Declaration pursuant to Article II, each such new parcel of land and each Permanent Improvement existing on it at the time that it is subjected to this Declaration.

(d) Beginning upon the issuance of all governmental approvals required for the occupancy or use of any new Permanent Improvement on a new parcel of land referred to in Paragraph (c), each such new Permanent Improvement.

1.22. "Private Facilities" means that portion of the Common Areas (hereinafter defined) conveyed to or operated by the Association providing vehicular and pedestrian access to the dwelling unit or units located on a Lot or Lots and/or serving as a parking lot for the overnight parking of motor vehicles owned by the Members of the Association.

1.23. "Recreational Facilities" means the tennis courts, basketball court, tot lot, internal trail systems, and any other recreational facilities, improvements, and materials of every kind and

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description owned, held or maintained by the Association for the use and enjoyment of the Members and their guests.

1.24. "Resident" means each member of the immediate family of each Owner or Tenant who actually lives within the Property and in the same household with each such Owner.

1.25. "Special Assessment" means any Assessment which the Association, under Section 4.03, may levy from time to time upon all Lots for purposes of defraying part or all of the cost of certain capital improvements, or satisfying obligations of or financing undertakings of the Association.

1.26. "Tax Valuation" means the valuation of each Lot as determined under Section 4.01.

1.27. "Tenant" means any Person who occupies a Lot under a written lease or written occupancy agreement from an Owner in which that Person is named lessee, and who delivers a copy of such lease or occupancy agreement, on which the signatures of the parties are reproduced, to the Association Board.

## ARTICLE II

### Property Subject to this Declaration

2.01. Relationship to Adjoining Lands. The Property described in Schedule A consists of a portion of a larger area of real estate owned by the Developer. The Developer may, from time to time, cause separate and additional declarations to be filed subjecting other portions of the larger area of land owned by the Developer to restrictions similar to or different from those imposed on the Property by this Declaration. Further, the Developer may, from time to time, cause separate and additional declarations to be filed subjecting some or all of the Property to restrictions in addition to those imposed by this Declaration. In addition, the Developer may

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cause additional parcels of real estate to become subject to some or all of the terms of this Declaration. Each Member, by the act of becoming such, shall be taken to have acknowledged and agreed: (a) that the Property (together with additions, if any) shall be the only real estate subject to any or all of the within restrictions; (b) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure, or other representation of a scheme of development, shall be construed as subjecting to this Declaration or requiring the Developer, the Association or any successor to or assignee of them, to subject to this Declaration any real estate now or hereafter owned by any of them other than the Property described in Schedule A attached hereto; and (c) that the only manner in which any additional parcels can be subjected to this Declaration shall be by and in accordance with a procedure set forth in Section 2.02 hereof. The fact that the terms and provisions set forth in separate or additional declarations relating to real estate, other than the Property, may be similar to or identical in whole or in part to this Declaration shall not be construed to mean that it was the intent or purpose of the Developer to subject any additional real estate to this Declaration or any terms or provisions hereof.

2.02. Recording Additional Parcels.

(a) Pursuant to the provisions of Section 2.01, the Developer may, from time to time, subject any of the land described on Schedule B and any additional parcels to any or all of the within covenants and restrictions, by the execution and filing for recordation among the Land Records of an instrument expressly stating such intentions and describing such additional parcels to be so subjected and the covenants and restrictions applicable thereto. Any annexation of additional parcels other than the land described in Schedule B attached hereto shall require the consent of two-thirds (2/3) of each class of members entitled to vote and shall also require the

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prior approval of the Federal Housing Administration or the Veterans Administration as long as the Developer is a Class B. Member of the Association (as hereafter defined).

(b) During the Development Period, the Developer may, from time to time, cause Supplemental Declarations to be filed among the Land Records subjecting any of the parcels or lots within the real property described in Schedule B attached hereto to the provisions of this Declaration, without the requirement of approval by the Federal Housing Administration or the Veterans Administration. Other Owners of any such parcels or Lots to be annexed shall join in the execution of the supplementary declaration.

### ARTICLE III

#### Association Membership - Voting Rights

3.01. Membership in the Association. There shall be three classes of membership in the Association, as follows:

(a) Class A Members. Every Person who is an Owner of a Lot served by Public Facilities shall be a Class A Member (with the exception of the Developer during the Development Period or shorter period in accordance with the Declaration).

(b) Class B Member. The Developer shall be the Class B Member.

(c) Class C Members. Every person who is an Owner of a Lot served by Private Facilities shall be a Class C Member.

(d) An Owner shall automatically become a Member upon the transfer of a Lot to him and shall remain a Member for so long as he is an Owner. Membership shall be appurtenant to and shall not be separated from the status of Owner. Tenants and Residents shall also be Members.

3.02. Voting Rights of Members.

(a) Owners who are Class A Members and Class C Members shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by him. If a Lot is owned or held by more than one Owner, all such Owners shall be Members. However, for purposes of voting, such Owners shall be deemed to constitute a single Member as to that Lot and shall collectively be entitled to a single vote for that Lot as to each matter submitted to the Members. If such Owners cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to that Lot. Tenants shall not have voting rights. However, in no event shall more than one (1) vote be cast per Lot. Any Owner who is in violation of this Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the violation or delinquency continues.

(b) The Class B Member shall be entitled to cast three (3) votes on each matter submitted to the Members for each Lot owned by it.

(c) Only Owners shall have the right to vote on matters pertaining to "Assessments".

3.03. Termination of Class B Membership. The Class B Membership shall terminate, and the Developer shall automatically become a Class A Member or a Class C Member, as the case may be, entitled to only one (1) vote on each matter submitted to the Members for each Lot owned by it, upon the earlier of the following:

(a) The date upon which Class A and/or Class C Members own at least seventy-five percent (75%) of the Lots; or

(b) Ten (10) years from the date this Declaration is recorded in the Land Records.

(c) In the event of annexation of additional properties within to be made subject to this Declaration pursuant to the provisions of Article II, Class B membership shall be revived with respect to those Lots contained in the annexed property; provided, however, that this Class B membership shall cease and be converted to Class A membership or Class C Membership, as the case may be, on the happening of either of the following events, whichever occurs first: (1) the date upon which Class A Members and/or Class C Members own seventy-five percent (75%) of the Lots in all annexed property combined; or (2) the expiration of the Development Period.

3.04. Manner of Casting Votes. On any matter submitted to the Members for a vote, any Member entitled to vote may cast his vote in the manner prescribed in the Association's Bylaws.

3.05. Voting Regulations. The Association Board may make such regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable for any meeting of Members in regard to proof of membership in the Association, evidence of the right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall be deemed fit.

#### ARTICLE IV

##### Levy of Assessments

4.01. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by

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acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments or charges; and
- (b) Special Assessments for capital improvements or other specified items.

such assessments to be fixed, established and collected from time to time as hereinafter provided.

All Annual and Special Assessments, together with interest as hereinafter provided, costs of collection and reasonable attorneys' fees, shall be a charge on the land and, subject to the provisions of Section 4.09 hereof, shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, whether Annual or Special, shall be subject to an additional late handling fee of ten percent (10.0%) of such assessment, compounded monthly, if the same shall not be paid when due ("Late Handling Fee"), plus interest from the date due at the highest legal rate allowed by Virginia law from the date due. Each such assessment, plus the Late Handling Fee, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including, without limitation, the payment of taxes and insurance (including directors and officers liability insurance) on, and improvements, operation and maintenance of, the Recreational Facilities and the Common Area and the cost of labor, equipment, materials, management and supervision thereof, and any other reasonable expenses of the Association.

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4.03. Basis and Maximum of Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not the Developer, the maximum Annual Assessment shall be One Thousand and 00/100 Dollars (\$1,000.00) per Lot.

(b) Beginning and effective January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not the Developer as aforesaid, and for each succeeding January 1, the maximum annual assessment then in effect may be increased by the Board of Directors (effective January 1 of each year) without a vote of the membership by the greater of (1) ten percent (10%) of the maximum assessment then in effect, or (2) the product obtained by multiplying the maximum Annual Assessment then in effect by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers - (CPI-U), Washington, D.C., -Md. -Va., All Items (1977 = 100) (the "Consumer Price Index"), between the Consumer Price Index most recently published prior to November 1 fourteen (14) months prior to the effective date of such adjustment, and the Consumer Price Index most recently published prior to November 1 two (2) months prior to the effective date of such adjustment.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Developer as aforesaid, the maximum Annual Assessment may be increased above that established by Subsection (b) hereof, provided that any such change shall be approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast in person or by proxy at a meeting duly called for such purpose, written notice of which (setting forth the purpose of the meeting) shall be sent to all Members not less than ten (10), nor more than fifty (50), days in advance of the meeting.

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(d) The Board of Directors shall be authorized to fix the Annual Assessment to an amount not in excess of the maximum.

~~4.04. Special Assessments~~ In addition to the Annual Assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of the Recreational Facilities or the Common Area, including capital expenditures and also including the fixtures and personal property related thereto. Special Assessments may be levied for any other specified purpose, provided that any such assessment (except for those authorized by Section 4.03(b) of this Declaration and the foregoing sentence of this Section 4.04) shall be approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast in person or by proxy at a meeting duly called for such purpose, written notice of which (setting forth the purpose of the meeting) shall be sent to all Members not less than ten (10) nor more than fifty (50) days in advance of the meeting.

4.05. Class C Assessment. As a part of the Annual Assessment aforesaid, each Class C Member shall be deemed to covenant and agree to pay to the Association a Class C Assessment, which assessment shall reflect the cost of maintaining, operating, managing, replacing, repairing, landscaping and funding the reserves for the Private Facilities. Such assessment shall be determined initially by the Board of Directors of the Association, with the advice of the builders developing the those portions of the Property served by Private Facilities. The Class C Assessments, after the initial determination thereof, shall be made by the Board of Directors of the Association.

4.06. Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots not owned by the Developer. Any unoccupied Lot(s) owned by the

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Developer and any professional builder which is granted Class B Membership by the Developer constructing residential dwellings on the Property shall be assessed at twenty-five percent (25%) of the rate for Lots not owned by the Developer. As long as the Developer retains Class B Membership, the Developer and any Class B Member must also fund all operating deficits experienced by the Association, pro-rata. The existence of such deficits shall be determined by subtracting the cash expenses of the operation of the Association from the total amount of Assessments received by the Association. No increases in Association services shall be effective without the Developer's written consent until such time as the Developer's holds less than five (5%) percent of the total votes in the Association.

4.07. Quorum for any Voting Authorized Under Sections 4.03 and 4.04. At any meeting called for any purpose set forth in Sections 4.03 and 4.04 of this Article IV, the presence at the meeting of Members in person and/or by proxy entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4.03 and 4.04, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.08. Date of Commencement of Annual Assessments; Due Dates.

(a) The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner other than the Developer. The first Annual Assessment shall be pro-rated according to the number of months remaining in the calendar year.

(b) The Board of Directors shall fix the amount of the Annual Assessment against each Lot, and shall send written notice of the Annual Assessment to every Owner subject to such assessment, at least thirty (30) days in advance of each Annual Assessment period.

(c) The due dates of such Assessments shall be established by the Board of Directors, which may require the Assessments to be paid in monthly installments.

(d) The Association shall, upon demand and at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be imposed by the Board of Directors for the issuance of these certificates. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding on the Association as of the date of such certificate's issuance.

4.09. Remedies of the Association for Non-Payment of Assessments.

(a) If any assessment is not paid when due, the assessment plus the Late Handling Fee provided for in Section 4.01 (b) shall bear interest from the due date until paid at the maximum rate allowed by law. The Association in its discretion may, in addition to the imposition of interest;

(1) impose a penalty as previously established by rule adopted pursuant to the provisions of the Articles of Incorporation, By-Laws or this Declaration;

(2) accelerate the required payment date of the entire remaining Annual Assessment (if required to be paid in installments); or

(3) bring an action at law or equity against the Owner personally obligated to pay such assessments and/or foreclose the lien against the Lot against which such sums have been assessed. Interest, costs and reasonable attorneys' fees of the Association

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incurred in any such action (or, if any such action is not actually brought, in preparation for such action) shall be added to the amount of such assessment and shall be a lien against the lot;

(4) suspend an Owner's right of enjoyment in any or all Recreational Facilities and Common Areas

(5) suspend the license and privilege of enjoyment of any or all Recreational Facilities and Common Areas of any Tenant or Resident of the Lot or Lots upon which the delinquent Assessments were levied; and

(6) suspend any license and privilege of enjoyment of any or all Recreational Facilities and Common Areas of any guest, employee or other person which is claimed under or through the Owner or Tenant of the Lot or Lots.

(b) No Owner may waive or otherwise escape liability for payment of such Assessments by non-use of the Common Area or abandonment of such Owner's Lot .

4.10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien held by a First Mortgagee. The sale or transfer of any Lot pursuant to a foreclosure sale or any proceeding in lieu thereof shall extinguish the lien of all Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve the previous Owner of such Lot from liability for any Assessments which became due prior to the date of such sale or transfer. Any unpaid Assessments accruing subsequent to such sale or transfer shall be a lien on such Lot and the liability of the Owner in accordance with the provisions of this Declaration.

4.11. Exempt Property. The following areas within the Property shall be exempt from the Assessments provided for in this Article IV: (a) all areas dedicated to and accepted by any local public authority by recordation of appropriate documents in the land records of Prince

William County, Virginia; (b) the Common Area; (c) the Recreational Facilities; and (d) the Exempt Property.

4.12. Assessment Procedures. The Association Board shall have the power and authority to adopt procedures for the purpose of making, billing and collecting the Annual Assessments and any Special Assessments, provided that those procedures are not inconsistent with the provisions of this Declaration.

ARTICLE V

Use of Funds

5.01. Application of Funds. The Association shall apply all funds receivable by it pursuant to this Declaration, and all other funds and property received by it from any source, including the proceeds of Section 5.02, and the surplus funds referred to in Section 5.03, to the following:

(a) The payment of all principal and interest, when due, on all borrowings extent required under any of the Association, to the agreement with noteholders referred to in Section 5.02 hereof.

(b) The costs and expenses of the Association.

(c) The benefit of the Property and the Members of the Association, by devoting funds to the acquisition, construction, reconstruction, alteration, enlargement, replacement, repair, maintenance or operation of the Recreational Facilities and Common Areas and improvements

5.02. Borrowings.

(a) Security. In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the following rights and powers:

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(1) To assign and pledge that portion of the Association's revenues which exceeds (i) twenty-five percent (25%) of the Annual Assessments which it has received and is to receive, and (ii) reasonable reserves for anticipated operating and capital expenses.

(2) To enter into agreements with Noteholder with respect to the collection and disbursement of funds, including, but not limited to, agreements by the Association to:

(i) Levy Annual Assessments on a given day in each year and, subject to the limitation of Section 4.03 as to the amount of the Annual Assessments, to assess them at a particular rate or rates.

(ii) Establish and maintain sinking funds and/or other security deposits or reserves .

(iii) Apply that portion of the funds received by the Association which exceeds twenty-five percent (25%) of the Annual Assessments to the payment of all principal and interest, when due, on such loans, or to so apply such funds after providing for costs of collection.

(iv) Provide for the custody and safeguarding of all funds received by the Association.

(b) Approvals Required. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with Noteholder shall be subject to the approval of the Association Board. However, so long as there is a Class B Membership, the interest rate and the schedule of repayment of any borrowing shall be such as will assure that repayment will not at any time impair the ability of the Association to carry out its functions in a satisfactory manner.

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(c) Any mortgage of all or substantially all of the Common Area shall, in addition to the requirements of Subsection (b), be subject to the approval of (1) not less than two-thirds (2/3) of each class of members entitled to vote and (2) the Federal Housing Administration or the Veterans Administration.

(d) Approval of certain First Mortgagees is required under Section 12.09.

5.03. Carryover of surplus Funds. The Association shall not be obligated to spend in any fiscal year all the sums collected by way of Annual Assessments or otherwise or borrowed in such year, and may carry forward, as surplus, any balance remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Annual Assessments in the succeeding fiscal year, but may carry forward from fiscal year to fiscal year such surplus as the Association Board in its absolute discretion may determine to be desirable for the financial security of the Association and the pursuit of its purposes.

5.04. Contracts for Services.

(a) Association Power to Contract. The Association shall be entitled to contract with any corporation, firm, other association or other Person for the provision of services which this Declaration calls for the Association to provide or for the performance of the duties imposed on the Association hereunder, and the performance by such Person shall be deemed performance by the Association.

(b) Term. Any such contract shall be for a term of no more than one (1) year, renewable by agreement of the parties.

5.05. Services to Members. The services to be provided by the Association shall be determined by the Association Board. Such services may include but shall not be limited to lawn mowing, landscaping, snow removal, and other maintenance of Common Areas and the

construction, maintenance and operation of Recreational Facilities on the Common Areas for use by Association Members and (as determined by the Association Board) their guests, employees and families.

ARTICLE VI

Rights of Enjoyment in Common Area

6.01. Creation of Common Areas. The Developer will convey to the Association at some time in the future or from time to time one or more tracts of land within the Property with appropriate restrictions assuring that said tracts will be used for recreational purposes, common use, and/or to constitute Private Facilities. Such tracts, together with (a) other land which may be identified as Common Areas in plats recorded among the Land Records and (b) the Recreational Facilities located thereon and (c) all Buffers and Conservation Areas created by the various Deeds of Subdivision and Record Plats for the Property are hereby designated, and are collectively referred to in this Declaration as "Common Areas". Every Owner shall have a right and easement of enjoyment in and to all Common Areas, which easement shall be appurtenant to and shall pass with every Lot upon transfer, provided that the foregoing easement shall be limited with respect to Private Facilities to use by the Owners of the Lots served by the Private Facilities and shall further be limited by the conditions set forth in this Declaration and set forth in any Supplemental Declaration recorded pursuant to Article II, Section 2.02 of this Declaration. All Members shall have a license and privilege to use and enjoy all Common Areas for so long as they are Members.

6.02. Conditions of Use. The right and easement of each Owner, and the license and privilege of each other Member set forth in Section 6.01 above, shall be subject to:

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(a) The requirement that admission and other fees adopted by the Association be paid, including the right to charge fees to guests of Members for the use of the Recreational Facilities;

(b) Reasonable rules and regulations, which the Association shall have the power and authority to adopt, pertaining to the use of the Common Areas in order to promote the preservation of such areas, the safety and convenience of the users of them and the best interests of the Members;

(c) Suspension under Section 4.08 for failure to pay Assessments;

(d) Suspension by the Association under Section 6.04: and

(e) The right of the Association to mortgage part or all of the Common Areas under Section 5.02.

(f) The Common Area shall be specifically subject to all of the terms and conditions of the Easement Relocation Agreement recorded in Deed Book 2433, Page 1123 among the land records of Prince William County, Virginia as to the portion of the Common Area affected thereby. The Association shall comply fully with the terms and conditions of Proffer VIII (D) of Prince William County Rezoning 95-0012 as to the Arrington Cemetery and shall specifically provide, maintain, repair and replace the permanent fence, the landscaped buffer and the direct access easement for the benefit of the Arrington Cemetery referred to therein.

(g) The right of the Developer to utilize such portion of the Common Areas and the Recreational Facilities as it desires in its sole reasonable discretion for purposes of marketing the Property, including the right to grant contract purchasers of lots within the

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Property the right to use the Recreational Facilities as guests, which right shall continue uninterrupted until the expiration of the Development Period.

6.03. Mortgage of Common Areas. The Association, pursuant to Section 5.02, shall have the right to borrow money for the purpose of improving any Common Areas and, in aid thereof, to mortgage any or all of them. The rights of any such mortgagee shall be subordinate to the easements of enjoyment in and to the Common Areas granted to Owners in this Declaration.

6.04. Suspension of Use for Violation of Rules and Regulations. The Association shall have the power and authority to suspend for a period not to exceed sixty (60) days the right of enjoyment of any Owner or the license and privilege of enjoyment of any Tenant, Resident, guest or other Person, in connection with the enforcement of any rules or regulations relating to the Common Areas and the Recreational Facilities. If the violation has not been corrected at the end of such sixty (60) day period, the Association shall have the authority to renew the suspension for additional, successive sixty (60) day periods.

#### ARTICLE VII

##### Architectural Control; Protective Covenants and Restrictions

7.01. Architectural Control. Except for construction or development by, for or under contract with the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall, swimming pool, deck, porch, landscaping (including all plants, flowers, shrubs, trees, and vegetation of any type) or other improvements or structures (hereinafter referred to as "Proposed Improvements") shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including, but not limited to, any change of color, storm doors,

windows or screens) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, dimensions, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee, as hereinafter defined) 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 Association Board or an Architectural Control Committee appointed by the Association Board. Plans and specifications submitted to the Association shall include but not be limited to one copy of the following:

- (a) A site plan showing the location of all Proposed and existing Improvements on the Lot, and all existing improvements on adjoining Lots;
- (b) Exterior elevations for the Proposed Improvements;
- (c) Specifications of materials, size, color scheme and other details affecting the exterior appearance of the proposed buildings;
- (d) Description of the plans or provisions for landscaping or grading;
- (e) Copy of any building permit required under applicable ordinances, to be delivered prior to the commencement of construct;
- (f) The following provisions required by the Proffers in Prince William County Rezoning file 95-0012 shall apply:

(1) Roofs on proposed single family detached and attached dwellings shall be constructed utilizing the same materials and color so as to provide uniformity within each of the detached and attached residential portions of the development and to lessen the potential visual impact on the cultural resource at Signal Hill. In addition, bright yellow and

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white colors shall not be utilized on the exterior of any dwelling unit to be located on the Property.

(2) The units to be located within the RT-8 zoning category shall be constructed of and/or shall contain the following:

a) Brick or a portion thereof shall be provided on the front elevations of at least one-third (1/3) of the total units the development (each unit may not have brick on its front elevation; the RT-8 development, in its entirety, shall contain a minimum of one-third (1/3) brick frontage units).

b) Masonry or masonry veneer shall be utilized on all outside fireplace chases of two or more stories.

c) Exterior window treatment shall be of a "traditional" design.

d) Pitched roofs shall be constructed on all units located within this portion of the Property.

e) Townhouse units located immediately adjacent to the northerly side of the entrance roadway shall be oriented so the fronts of said dwellings are facing the roadway.

7.02. Approvals. In the event the Association fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Association) have been submitted to it in writing then approval will not be required and this Article will be deemed to have been fully complied with, provided, however,

that a copy of the building permit required hereinabove in Section 7.01 of this Article shall be delivered to the Association prior to the commencement of construction.

7.03. Architectural Control Committee. The Board of Directors may appoint an Architectural Control Committee (sometimes referred to hereafter as the "Committee") consisting of not less than three (3) nor greater than five (5) members and which shall be entitled to enforce the foregoing architectural restrictions as provided above. If utilized, the initial members of the Architectural Control Committee shall be Ron J. Horowitz, Kevin J. Dolan, and Michael Van Buren (the "Committee Members"). The Committee Members shall serve on the Architectural Control Committee for a term of five (5) years beginning on the date of this Declaration (the "Five-Year Period") or until they resign, whichever event first occurs. In the event of the resignation of a Committee Member prior to the expiration of the Five-Year Period, the remaining Committee Members shall appoint a successor to serve for the remainder of the Five-Year Period or for a term of such duration as the remaining Committee Members may determine. Upon the expiration of the Five-Year Period or in the event that all Committee Members resign simultaneously during the Five-Year Period, the Board of Directors of the Association may appoint five (5) Committee Members to serve for a term, the duration of which shall be determined by the Board of Directors of the Association. Two (2) members of the Committee shall be appointed from those portions of the Property not served by Private Facilities, two (2) from those portions of the Property served by Private Facilities, and one (1) member shall be appointed at large. It is expressly provided, however, that Developer shall have the right to appoint a majority of the Committee during the Development Period.

7.04. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of

this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall 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. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

7.05. Certificate of compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Owner shall submit written evidence of approval of any construction or alteration from the appropriate officials of Prince William County. 7.06. Rules and Regulations. The Architectural 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, landscaping schemes 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

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construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural 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 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 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.

7.07. Prohibited Uses and Nuisances. Except for the activities of Developer and any builder during the construction or development of the community, or the Association during the construction or reconstruction of improvements upon the Common Areas or except with the prior written approval of the Committee, or as may be necessary temporarily in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas, the following covenants and restrictions shall apply to all portions of the Property, including any portion thereof considered Exempt Property:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling or upon any Common Area, no shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, 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;

(b) The maintenance, keeping, boarding, or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes, and provided further that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board the Committee, shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to the other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be kept, registered, licensed and inoculated as may from time to time be required by state and local law, and officials of any state or local agency are hereby authorized to come on to the Property and any Lot for the purpose of enforcing such regulations. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. All pets must be fenced or leashed. Pet feces deposited on the Property must be immediately removed from the Property and disposed of in an appropriate and sanitary manner by the owner of the pet. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;

(c) No burning of trash and no accumulation or storage or burial of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials or trash of any kind shall be permitted on any Lot;

~~(d) No trucks or heavy equipment shall be permitted to be parked on the streets servicing the Property or in the driveway of any residence, provided that each Owner shall be allowed to park one pickup truck in the driveway of his Lot. No unlicensed, inoperable or junk~~

vehicle (vehicles which cannot be lawfully operated on the public roads of the Commonwealth of Virginia), trailer, camper, camp truck, house trailer, or boat shall be permitted on the Property, provided that boats, boat trailers, campers, camp trucks and house trailers may be kept in garages. No equipment, commercial vehicles, or vehicles weighing in excess of seven thousand (7,000) pounds gross vehicle weight shall be parked on any Lot or Common Area other than (a) commercial vehicles temporarily located on the Property to furnish necessary services to an Owner, or (b) temporary construction trucks and heavy equipment located on the Property for construction purposes. For the purposes of this section, there shall be deemed to be only one Owner per residence. No motor vehicle repair or maintenance of any kind shall be permitted on any Lot, Common Area, or on any public or private street located within the Property.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers, or plastic bags as designated by the Board of Directors. The Board reserves the right to remove such containers left in violation of this provision.

(f) 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 on or maintained on any Lot above the surface of the ground.

(g) No trees having a caliper of four inches (4") or greater (measured twelve inches (12") above grade) shall be removed from any Lot without written approval of the Association acting through the Committee. The Committee may from time to time adopt and promulgate

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such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(h) No structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable, storage shed, or like structure, or outdoor clothes line shall be erected, used or maintained on any Lot at any time.

(i) No off-road, motorized vehicles shall be used on any part of the Property, including the Common Areas.

(j) Except for such signs as may be posted by the Developer or any builder constructing homes on the Property pursuant to a contract with the Developer for promotional or marketing purposes or by the Association, no signs (other than street signs and directional signs erected by applicable governmental agencies) of any character may be posted or displayed on any Lot or on any street located within the Property.

(k) No structure, planting, or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels, or which may obstruct vehicular sight lines.

(l) No outside television, radio or other aerial, dish or antenna, for either reception or transmission, shall be maintained on any Lot, except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property. The provisions of this section shall not prohibit the Association from installing such devices in a central location for use by all residents of the Property.

(m) No Member shall make any private, exclusive or proprietary use of any of the Common Areas, except with the specific prior written approval of the Board of Directors of the Association, and then only on a temporary basis.

ARTICLE VIII

Development Restrictions

8.01. Rezoning. No portion of the Property may be rezoned or subjected to any application for amendment of any zoning proffers applicable to any part of the Property without the prior written consent of the Developer during the Development Period and, thereafter, the Association Board, which consent may be withheld for any reason.

8.02. Development Standards. The Property shall be developed in accordance with the standards set forth in Part 306 of the Prince William County Zoning Ordinance, as the same may be amended from time to time. All development plans for the Property shall provide that street trees shall be planted along all public streets internal to the site and along the entire site frontage along Signal View Road, or as otherwise may be required by the appropriate Prince William County officials.. A mix of Red Maple, Sugar Maple, White Ash, Willow Oak, Pin Oak, Silver Linden, Redmond Linden, London Plane or Zelkova trees with a minimum of two and a half inch (2-1/2") caliper at the time of planting shall be planted along all of said internal public streets at an overall average rate of one tree every forty (40) linear feet or as otherwise may be required by the appropriate Prince William County officials, provided all necessary governmental approvals are obtained.

8.03. Site Plans and Subdivision. All Site Plans and Subdivision Plans for any portion of the Property shall be subject to the prior written approval of the Developer during the Development Period and the Association Board thereafter. No Lot or any other portion of the

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Property may be subdivided or resubdivided without the prior written consent of the Developer during the Development Period and the Association Board thereafter, regardless of whether or not such subdivision or resubdivision requires prior governmental approval.

8.04. Vehicular Access. Access to Lots within the Property shall be by planned streets internal to the proposed subdivision. No Lots shall have access to Birmingham Drive, provided that if required by Prince William County, access points to Birmingham Drive may be provided along the southwesterly and easterly boundaries of the Property for emergency use only.

8.05. NOVEC Access. Developer, its successors and assigns, hereby grants and conveys to Northern Virginia Electric Cooperative, its successors and assigns, ("NOVEC") the perpetual right and easement to install, repair, maintain, modify, remove and replace electrical load management switches (the "Switches") within each residential unit constructed within the Property. The Developer, its successors and assigns, shall notify NOVEC when the residential units are available and ready for installation of the Switches. NOVEC shall have the right to install the Switches for a period of forty-five (45) days after such notification. After the expiration of the forty-five (45) day period, NOVEC's right to install a Switch in a residential unit for which the Developer provided notice of availability shall expire. In all cases, NOVEC will use its best efforts to install Switches prior to occupancy of the residential unit. NOVEC shall have access to each such unit for the purposes of installing the Switches, and shall thereafter have access to said units at reasonable times upon no less than forty-eight (48) hours notice to the owner or occupancy of said unit for purposes of maintaining, modifying, repairing, removing, or replacing the Switches. All installed Switches shall remain the property of NOVEC and shall not be removed or tampered with by any person other than authorized NOVEC personnel. The owner of each dwelling unit shall have the right to require NOVEC to

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remove the Switch within his or her unit upon written notice to NOVEC at P.O. Box 2710, Manassas, Virginia 20108, or other such addresses as NOVEC has provided in writing to the owner of the residential unit.

8.06. Pipestem Driveways.

(a) Purpose. Pipestem Driveways shall be used for the purpose of ingress and egress to the Lots served thereby, for governmental and other emergency vehicle ingress and egress, and for construction, location and maintenance of utilities and utility facilities.

(b) Prohibited Acts. No act shall be performed by any Owner or his tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment by the Owner of such Owner's Lot or the Pipestem Driveway serving such Lot.

(c) Parking. There shall be no parking within any Pipestem Driveway at any time except for delivery or emergency vehicles, unless all Owners of the Lots served by such Pipestem Driveway shall agree upon parking limitations.

(d) Maintenance; Damage or Destruction.

(1) If any Pipestem Driveway is damaged or destroyed through the act of an Owner or any of his agents, tenants, guests or family (whether or not such act is willful or negligent), it shall be the obligation of such Owner to promptly rebuild and repair the Pipestem Driveway without cost to the other Owners of the Lots served by that Pipestem Driveway.

(2) If any Pipestem Driveway is damaged or destroyed other than by the act of an Owner, his agents, tenants, guests or family or if the Pipestem Driveway requires ordinary maintenance or other repair due to common wear and tear, it shall be the obligation of all Owners of the Lots served by that Pipestem Driveway to rebuild, repair or maintain such Pipestem Driveway at their joint and equal expense. In furtherance of such purpose, the Owners

of the Lots served by a Pipestem Driveway shall assess themselves periodic dues (which shall be a lien on such Lots) that shall be placed in a reserve fund to be used to defray the costs of said rebuilding, repair and maintenance. Any lien arising out of an assessment for rebuilding, repair or maintenance of Pipestem Driveways shall be subordinate to the lien of any First Mortgagee and the lien provided the Association pursuant to this Declaration, and may be enforced by any one or more of the Owners of the Lots served by that Pipestem Driveway, or by the Association on behalf of such Owners.

(3) If any dispute shall arise concerning the use, repair or maintenance of any Pipestem Driveway that cannot be resolved by the Owners of the Lots served by that Pipestem Driveway, such dispute shall be resolved by disinterested members of the Board of Directors, and such decision of the Board of Directors shall be binding on the Owners of such Lots.

#### ARTICLE IX

##### Enforcement

9.01. Who May Enforce. The covenants, conditions and restrictions contained in this Declaration shall be construed as covenants running with the land and any and all covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by (a) the Association, (b) any Member and (c) the Developer (so long as the Developer is an Owner) by actions at law or suits in equity. Any Person who has violated any provision of this Declaration shall be liable to the Association for the costs of enforcement hereof, including the Association's reasonable attorneys' fees.

9.02. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Declaration or any

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Supplemental Declaration recorded pursuant to Article II, Section 2.02 shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Declaration, including the failure to perform necessary exterior maintenance in a timely fashion, then the same shall be considered to have been undertaken in violation of this Declaration and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Architectural Control Committee, such violation shall be promptly removed or abated. Examples of the necessary exterior maintenance required by the foregoing sentence shall include, but not be limited to, keeping grass mowed so as not to exceed four inches (4") in height, reasonable and necessary painting and repainting, appropriate storage of refuse and household items and materials out of public view and out of view from other houses on the Property, appropriate and reasonable cleaning, repairing and maintenance and replacement of windows, screens, doors, siding, gutters and downspouts, reasonable and necessary repairs and replacement of roofs and chimneys and appropriate and reasonable pruning, thinning, trimming, maintenance and replacement of landscaping, shrubbery and trees. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days after notice of such violation is delivered to the owner of the Lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee), to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said Lot, at which time the assessment

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shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the owner of such Lot, in all respects (and subject to the same limitations) as provided in Article IV of this Declaration. The Association shall have the further right, 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 or requirements of this Declaration 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.

9.03. No Waiver. The failure of any Person to enforce any provision of this Declaration shall in no event be deemed a waiver by that or any other Person of its rights to enforce it later.

9.04. No Contingency. The right of any Person to enforce any provisions of this Declaration shall not be contingent upon the failure of any other Person to do so.

9.05. Developer Liability. No liability shall attach to the Developer for failure to enforce any provision of this Declaration.

#### ARTICLE X

##### Term

10.01. Term. These covenants shall run with the land and be binding for the Development Period unless revoked by the Developer. After the Development Period these covenants shall automatically continue in effect unless revoked by means of a written instrument recorded in the Land Records and executed by the Association with the prior approval of two-thirds (2/3) of all the votes eligible to be cast by Owners. Such revocation shall require the prior written approval of the Federal Housing Administration or the Veterans Administration. The revocation shall be effective upon recordation.

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ARTICLE XI

Amendments

11.01. During Development Period. This Declaration may be amended during the Development Period by means of a written instrument recorded in the Land Records and executed by the Association with the prior approval of the Developer and seventy-five percent (75%) of each class of Members. Such amendment shall require the prior written approval of the Federal Housing Administration or the Veterans Administration. The amendments shall be effective only upon such recordation. However, the Developer reserves the right to amend this Declaration during the Development period without the consent of any of the Owners if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration or Prince William County, Virginia.

11.02. After Development Period. After expiration of the Development Period, this Declaration may be amended in the manner set forth in Section 11.01, except that the Developer's approval of any amendment and the prior written approval of the Federal Housing Administration and/or the Veteran's Administration shall not be required.

11.03. Notice to Mortgagees. Section 12.09 requires that certain First Mortgagees be notified of material amendments to this Declaration.

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ARTICLE XII

Severability

12.01. Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XIII

General

13.01. Interpretation by Association Board. The Association Board shall have the right to construe and interpret the provisions of this Declaration and any rules or regulations promulgated pursuant to it and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or Property benefited or bound by this Declaration.

13.02. Rules and Regulations. The Association Board shall adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In adopting and promulgating such rules and regulations, the Association Board shall seek to advance the best interests of the Owners and other Members to the end that the Property shall be preserved and maintained as a high quality community and shall seek to achieve the development of the Property, including the maintenance and operation of Common Areas and Recreational Facilities

13.03. Assignment or Transfer of Rights Powers or Duties. The Developer may assign or delegate any or all of the rights, powers or duties (including discretionary powers and rights, powers of consent and approval) reserved by or conferred upon it in this Declaration to any Person agreeing to accept the assignment or delegation.

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13.04. Other Land. Nothing in this Declaration shall be construed or implied to bind or apply to the land of the Developer not included in Schedule A or Schedule B (upon annexation).

13.05. Readings and Cross References. The headings of the Sections in this Declaration are for convenience only and shall not affect the meaning or interpretation of their contents. References in this Declaration to a "Section", "Article", "Subsection" or "Paragraph" shall, unless otherwise explicitly stated, be deemed to refer, respectively, to a section or article of this Declaration, a subsection of the section of this Declaration in which the reference appears, or a paragraph of the subsection of this Declaration in which the reference appears. Any reference in this Declaration to a Schedule shall, unless otherwise explicitly provided, be deemed to refer to a Schedule attached to this Declaration and that Schedule shall be deemed to be incorporated by reference into this Declaration. The masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural and vice versa.

13.06. Grantee Bound by Declaration. Each grantee accepting a deed, lease or other instrument conveying an interest in any Lot, whether or not it expressly or impliedly incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the covenants, conditions and restrictions contained in this Declaration and to incorporate the same by reference in any deed, lease or other conveyance of all or any Portion of his interest in that Lot.

13.07. Lease of Parcel. No Owner may lease to another Person any Lot or portion thereof unless the lease is in writing and expressly provides that (a) the terms of the lease are subject in all respects to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any rules or regulations prescribed by the Association under any of them, and

(b) failure of the lessee to comply with any of those documents shall be a default under the lease and shall entitle the owner to terminate the lease.

13.08. Encroachments. If any portion of a Permanent Improvement to a Lot inadvertently encroaches upon the Common Areas or Recreational Facilities, as a result of construction, reconstruction, repair, settlement or movement of any part of the Permanent Improvement, a valid easement shall exist, for so long as the encroachment continues, for the encroachment and its maintenance.

13.09. Rights of First Mortgagees. Notwithstanding compliance with the other provisions of this Declaration relating to such actions, unless First Mortgagees of at least fifty-one percent (51%) of the Lots which are subject to first mortgages or first deeds of trust consent to the action in writing, the Association may not do any of the following:

- (a) Abandon, subdivide, sell, transfer or mortgage any Common Areas (although the Association may without such consent grant easements for public utilities or for other public purposes consistent with the intended use of such Common Areas);
- (b) Change the method for determining Assessments;
- (c) Apply hazard insurance proceeds for losses to Recreational Facilities or other improvements to Common Areas for Purposes other than the repair or replacement of the Recreational Facilities or other improvements.

If any approval required of any First Mortgagee has not been communicated to the Association within ten (10) business days after written notice has been received by it of the intended action, then that First Mortgagee shall be deemed to have approved it.

13.11. FHA/VA Approval. So long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans

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Administration: (a) Annexation of additional parcels of real estate other than that described in Schedule B; (b) dedication of Common Area; and (c) amendment of this Declaration.

If any approval required of one of these agencies has not been communicated to the Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that Agency shall be deemed to have approved it.

*[Signatures appear on following page]*

BK2626PG1901

WITNESS the following signatures and seals:

BIRCHWOOD-MANASSAS ASSOCIATES, L.L.C., a Virginia  
limited liability company

By: *Ron J. Horowitz*

Name: Ron J. Horowitz  
Title: Manager

STATE OF NEW YORK  
COUNTY OF NASSAU, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Ron J. Horowitz, whose name as Manager of Birchwood-Manassas Associates, L.L.C., a Virginia limited liability company, is signed to the foregoing Declaration of Covenants, Conditions and Restrictions, has personally acknowledged, subscribed and sworn to the same before me in my aforesaid jurisdiction on this the 22<sup>nd</sup> day of April, 1998.

My commission expires:  
\_\_\_\_\_

*Lucille Delia*  
Notary Public

LUCILLE DELIA  
A Notary Public State of New York  
No. 4987957  
Qualified in Nassau County  
Commission Expires Oct. 28, 1999

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**SCHEDULE A**

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All of the Lots 1 through 67, both inclusive, and Parcels B, B-1, C, and E, Roseberry, Section Two, as the same is duly dedicated, platted and recorded in Deed Book 2433, Page 1141 among the land records of Prince William County, Virginia.

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Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
HomeWiseDocs

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48419 BK 2626PG1903

Prepared By:  
Wash, Colucci, Stachhouse,  
Emrich & Lubeley, P.C.  
13063 Office Place, Suite 201  
Woodbridge, VA 22182

SCHEDULE B  
Page 1 of 11

Grantee Address:  
410 East Jericho TnPk  
Mineola, NY 11501

Consideration: \$350,000.00  
Tax ID #099-01-000-0001

14910 Jefferson Davis Highway  
Woodbridge, VA 22181  
Box 234

**SPECIAL WARRANTY DEED**

THIS DEED, made this 9<sup>th</sup> day of April, 1997, by and between Roseberry Associates, L.C., hereinafter, Grantor; and Birchwood-Manassas Associates, L.L.C., a Virginia limited liability company, hereinafter, Grantee;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey, with Special Warranty of Title, unto the Grantee, all that certain tract or parcel of land located in the County of Prince William, Virginia, and more particularly described as follows:

Parcel 1

Lot One (1) of the Property of Lawrence K. Doll and Lauren A. Doll, containing 8.17018 Acres, as shown on plat attached to Deed of Dedication, Subdivision, Partial Release and Easement Agreement recorded in Deed Book 1931, at page 142 and as shown on plat attached thereto, among the land records of Prince William County, Virginia.

LESS AND EXCEPT those portions of the property designated as Parcel B and as dedicated for Public Street Purposes, as shown on plat of survey entitled "Dedication, Subdivision and Creation & Vacation of Various Easements, ROSEBERRY, Section 2" by Charles P. Johnson & Associates, Inc., dated October, 1996.

This is to certify that the tax imposed

by Section 58.1-802(A) has been paid

Consideration \$ 350,000.00 1

Tax 350.00



---

**Charles P. Johnson & Associates, Inc.**  
PLANNERS      ENGINEERS      LANDSCAPE ARCHITECTS      SURVEYORS

---

March 26, 1997



DESCRIPTION OF

A PORTION OF

THE PROPERTY OF

ALBERT H. ROSEBERRY, JR.

BRENTSVILLE MAGISTERIAL DISTRICT

PRINCE WILLIAM COUNTY, VIRGINIA

Being a description of a portion of the property of Albert H. Roseberry, Jr. by deed dated August 20, 1964 and recorded in Deed Book 338 at Page 210 among the Land Records of Prince William County, Virginia and being more particularly described as follows

Beginning for the same at a point in the centerline of Birmingham Drive, Route 693 at a corner common to Jane E. Roseberry, Deed Book 206 at Page 275, thence with Jane Roseberry the following two (2) courses and distances

1. North 02°16'46" West, 164.51 feet to an iron pipe found, passing an iron pipe found, passing an iron pipe found at 14.21 feet, thence
2. South 87°50'14" West, 144.62 feet to an iron pipe found on the westerly line of John Roseberry Jr., Deed Book 640 at Page 412, thence leaving Jane Roseberry and running with John Roseberry, the following two (2) courses and distances
3. North 02°07'32" West, 366.06 feet to a point, thence
4. South 87°22'28" West, 269.60 feet to a point at a corner common to Armstrong, Deed Book 1786 at Page 1849, thence leaving John Roseberry and running with Armstrong

---

3959 PENDER DRIVE • SUITE 210 • FAIRFAX, VIRGINIA • 22030 • (703) 385-7555 • FAX (703) 273-8595  
SILVER SPRING, MD.

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
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Property of Albert H. Roseberry, Jr.  
Brentsville Magisterial District  
Prince William County, VA  
March 26, 1997  
Page 2

SCHEDULE B  
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5. South 03°42'28" West, 533.15 feet to the centerline of Birmingham Drive, Route 693, passing an iron pipe found at 516.60 feet thence leaving Armstrong and running with Birmingham Drive, the following three (3) courses and distances
6. South 87°20'05" West, 173.54 feet to a point, thence
7. 385.09 feet along the arc of a curve, deflecting to the right, having a radius of 13,324.61 feet and a long chord bearing and distance of South 88°09'45" West, 385.08 feet to a point, thence
8. South 88°59'26" West, 430.94 feet to a point at a corner common to Mary G. Roseberry, Deed Book 1924 at Page 1230, thence leaving Birmingham Drive and running with Mary G. Roseberry the following three (3) courses and distances
9. North 24°04'17" East, 186.97 feet to a point, thence
10. North 88°59'26" East, 125.00 feet to a point, thence
11. North 24°04'17" East, 186.97 feet to a point, thence at a corner common to Powers, Deed Book 1374 at Page 829, thence leaving Mary G. Roseberry and running with Powers, the following two (2) courses and distances
12. South 88°59'26" West, 10.07 feet to a point, thence
13. South 80°06'29" West, 335.24 feet to an oak tree found, at a corner common to Parish, Deed Book 1223 at Page 1204, thence leaving Powers and running with Parish
14. North 27°19'24" East, 272.14 feet to an iron pipe found at a corner common to McClanahan, Deed Book 1742 at Page 554, thence leaving Parish and running with McClanahan
15. North 27°17'51" East, 65.08 feet to an iron pipe found at a corner common to Rose, Deed Book 1238 at Page 1607 and Whitla, Deed Book 1286 at Page 1163, thence leaving McClanahan and running with Whitla

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Property of Albert H. Roseberry, Jr.  
Brentsville Magisterial District  
Prince William County, VA  
March 26, 1997  
Page 3

SCHEDULE B  
Page 4 of 11

16. North 27°14'44" East, 129.93 feet to an iron pipe found at a corner common to Walton, Deed Book 1274 at Page 1952, thence leaving Whitla and running with Walton
17. North 27°14'36" East, 99.88 feet to an iron pipe found at a corner common to City of Manassas Park, Deed Book 1116 at Page 1726, Deed Book 754 at Page 766 and Deed Book 767 at Page 326, thence leaving Walton and running with Manassas Park
18. North 18°29'23" East, 68.28 feet to a point, thence leaving Manassas Park and crossing to include a portion of said property the following twelve (12) courses and distances
19. North 74°37'17" East, 165.50 feet to a point, thence
20. North 19°34'52" East, 380.71 feet to a point, thence
21. South 12°51'48" East, 77.81 feet to a point, thence
22. South 46°10'23" East, 99.16 feet to a point, thence
23. South 62°07'15" East, 150.98 feet to a point, thence
24. North 27°52'45" East, 21.30 feet to a point of curvature, thence
25. 31.41 feet along the arc of a curve, deflecting to the left, having a radius of 874.00 feet and a long chord bearing and distance of North 26°50'59" West, 31.41 feet to point, thence
26. North 64°10'47" West, 150.42 feet to a point, thence
27. North 20°18'30" East, 222.48 feet to a point, thence
28. North 02°18'08" East, 324.87 feet to a point, thence
29. North 85°18'57" East, 53.62 feet to a point, thence
30. North 03°06'13" West, 288.57 feet to a point on the aforesaid westerly line of City of Manassas Park, thence with Manassas Park

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
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Property of Albert H. Roseberry, Jr.  
Brentsville Magisterial District  
Prince William County, VA  
March 26, 1997  
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SCHEDULE B  
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31. North 28°20'52" East, 422.52 feet to an iron pipe found, at a corner common to Mary G. Roseberry, Trustee, Deed Book 1924 at Page 1230, thence leaving Manassas Park and running with Roseberry
32. South 54°39'44" East, 432.06 feet to a point, thence leaving Roseberry and crossing to include a portion of said property the following two (2) courses and distances
33. South 25°33'12" East, 101.82 feet to a point, thence
34. South 74°24'32" East, 146.61 feet to a point on the southerly line of the aforesaid Mary G. Roseberry, thence with Roseberry
35. South 54°39'44" East, 1,152.86 feet to a point, thence leaving Roseberry and crossing to include a portion of said property the following three (3) courses and distances
36. South 55°06'45" West, 83.95 feet to a point, thence
37. South 07°21'10" East, 513.34 feet to a point, thence
38. South 61°03'42" East, 150.00 feet to a point on the centerline of the aforesaid Birmingham Drive, thence leaving Mary Roseberry and running with the centerline of Birmingham Drive the following three (3) courses and distances
39. South 28°56'18" West, 354.39 feet to a point of curvature, thence
40. 149.17 feet along the arc of a curve deflecting to the right, having a radius of 145.13 feet and a long chord bearing and distance of South 58°23'02" West, 142.69 feet to a point of tangency, thence
41. South 87°49'47" West, 292.19 feet to the point of beginning containing 66.9129 acres of land more or less

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Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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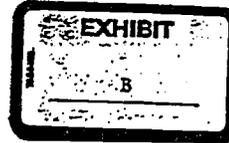
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SCHEDULE B  
Page 6 of 11

Charles P. Johnson & Associates, Inc.  
PLANNERS ENGINEERS LANDSCAPE ARCHITECTS SURVEYORS

March 21, 1997



DESCRIPTION OF  
A PORTION OF  
THE PROPERTY OF

MARY G. ROSEBERRY, TRUSTEE  
BRENTSVILLE MAGISTERIAL DISTRICT  
PRINCE WILLIAM COUNTY, VIRGINIA

Being a description of a portion of the property now in the name of Mary G. Roseberry, Trustee, by deed dated September 29, 1992 and recorded in Deed Book 1924 at Page 1230 among the Land Records of Prince William County, Virginia and being more particularly described as follows:

Part I

Beginning for the same at a point on the northerly line of the of the property said line also being the southerly line also being the southerly line of Parcel "F" Section One, Phase I, Blooms Crossing, Deed Book 2164 at Page 100, thence running with Parcel "F" and continuing with Parcel "A", Section One, Phase II, Blooms crossing, Deed Book 1963 at Page 1608, the following five (5) courses and distances

1. South 78°16'31" East, 345.66 feet to a monument found, thence
2. South 49°42'21" East, 233.44 feet to a monument found, thence
3. South 44°38'07" East, 302.88 feet to a monument found, thence
4. South 44°52'30" East, 750.90 feet to the centerline of Birmingham Drive, Route 693, passing a monument found at 721.27 feet, thence with said centerline

3959 PENDER DRIVE • SUITE 210 • FAIRFAX, VIRGINIA • 22030 • (703) 385-7555 • FAX (703) 273-8595

SILVER SPRING, MD.

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SCHEDULE B  
Page 7 of 11

Property of Mary G. Roseberry  
Brentsville Magisterial District  
Prince William County, VA  
March 21, 1997  
Page 2

5. South 34°43'21" West, 399.19 feet to a point, thence leaving said Birmingham Drive and crossing to include a portion of said property the following twenty-five (25) courses and distances
6. North 53°16'34" West, 382.87 feet to a point, thence
7. North 58°32'27" West, 91.76 feet to a point, thence
8. North 70°00'03" West, 107.92 feet to a point, thence
9. North 82°51'10" West, 81.05 feet to a point, thence
10. North 89°31'33" West, 77.55 feet to a point, thence
11. South 75°26'50" West, 126.93 feet to a point, thence
12. South 67°00'56" West, 65.82 feet to a point, thence
13. South 54°42'23" West, 88.06 feet to a point, thence
14. North 33°54'07" West 122.88 feet to a point, thence
15. 12.56 feet along the arc of a curve, deflecting to the left, having a radius of 436.00 feet and a long chord bearing and distance of North 55°16'23" East, 12.56 to a point, thence
16. North 35°33'07" West, 52.00 feet to a point, thence
17. 6.49 feet along the arc of a curve, deflecting to the left, having a radius of 384.00 feet and a long chord bearing and distance of North 53°57'50" East, 6.49 feet to a point, thence
18. North 27°38'02" West, 117.12 feet to a point, thence
19. North 58°44'37" East, 95.71 feet to a point, thence
20. North 56°27'31" East 80.50 feet to a point, thence

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Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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BK2626PG1910

BK2433PG1193

Property of Mary G. Roseberry  
Brentsville Magisterial District  
Prince William County, VA  
March 21, 1997  
Page 3

SCHEDULE B  
Page 8 of 11

21. North 32°59'45" West, 124.28 feet to a point, thence
22. South 57°00'15" West, 11.19 feet to a point, thence
23. North 32°59'45" West, 132.59 feet to a point, thence
24. North 76°36'58" West, 93.71 feet to a point, thence
25. 67.30 feet along the arc of a curve, deflecting to the left, having a radius of 238.00 feet and a long chord bearing and distance of South 05°17'01" West, 67.07 feet to a point, thence
26. South 87°10'59" West, 46.00 feet to a point, thence
27. North 88°29'41" West, 130.19 feet to a point, thence
28. North 16°11'09" East, 215.42 feet to a point, thence
29. North 26°14'38" East, 86.69 feet to a point, thence
30. North 33°05'53" East, 331.57 feet to the point of beginning containing 21.350 acres of land more or less.

Part II

Beginning for the same at a corner common to Albert H. Roseberry, Jr. Deed Book 338 at Page 210, said point also being on the easterly line of City of Manassas Park, Deed Book 1116 at Page 1726, Deed Book 754 at Page 766 and Deed Book 767 at Page 326, thence with the city.

1. North 28°59'37" East, 103.74 feet to a point, thence crossing to include a portion of said property, the following three (3) courses and distances
2. South 53°51'51" East, 224.01 feet to a point, thence
3. South 46°27'55" East, 54.45 feet to a point, thence
4. South 25°33'12" East, 189.58 feet to a point, thence on the line of the aforesaid Albert Roseberry, Jr. thence with Albert

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Property of Mary G. Roseberry  
Brentsville Magisterial District  
Prince William County, VA  
March 21, 1997  
Page 4

SCHEDULE B  
Page 9 of 11

5. North 54°39'44" West, 432.06 feet to the point of beginning, containing 34,972 square feet or 0.803 acres of land more or less, making a total area of 22.153 acres of land more or less.

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T T O O N O O T

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
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SCHEDULE B  
Page 10 of 11

**Charles P. Johnson & Associates, Inc.**  
PLANNERS ENGINEERS LANDSCAPE ARCHITECTS SURVEYORS

March 21, 1997



DESCRIPTION OF

A PORTION OF

THE PROPERTY OF

MARY G. ROSEBERRY, TRUSTEE

(TOWNHOUSE AREA)

BRENTSVILLE MAGISTERIAL DISTRICT

PRINCE WILLIAM COUNTY, VIRGINIA

Being a description of a portion of the property now in the name of Mary G. Roseberry, Trustee by deed dated September 29, 1992 and recorded in Deed Book 1924 at Page 1230 among the Land Records of Prince William County, Virginia and being more particularly described as follows:

Beginning for the same at a point, at a corner common to, Roseberry Associates, L.C., Deed Book 2254 at Page 1602, and City of Manassas Park, Deed Book 1818 at Page 1568, said point also being on the Prince William County - City of Manassas Park and running with the City of Manassas Park

1. South 73°01'16" East, 322.19 feet to an iron pipe set thence leaving said City of Manassas Park and crossing to include a portion of said property the following two (2) courses and distances
2. South 02°58'38" East, 291.06 feet to an iron pipe set, thence
3. South 18°35'07" West, 250.10 feet to an iron pipe set on the northerly line of Arrington, et al. trustee, Deed Book 90 at Page 103, thence with Arrington the following three (3) courses and distances

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SILVER SPRING, MD.

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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Property of Mary G. Roseberry, Trustee  
Brentsville Magisterial District  
Prince William County, VA  
March 21, 1997  
Page 2

SCHEDULE B  
Page 11 of 11

4. North 42°54'00" West, 25.40 feet to an iron pipe set, thence
5. South 47°06'00" West, 70.00 feet to an iron pipe set, thence
6. South 42°54'00" East, 63.43 feet to an iron pipe set, thence leaving Arrington and crossing to include a portion of said property the following six (6) courses and distances
7. South 18°35'07" West 108.51 feet to an iron pipe set, thence
8. South 36°08'09" West, 129.04 feet to an iron pipe set, thence
9. North 50°13'37" West, 212.98 feet to an iron pipe set, thence
10. North 53°51'51" West, 193.14 feet to an iron pipe set at a point of curvature thence
11. 109.69 feet along the arc of a curve, deflecting to the right, having a radius of 549.00 feet and a long chord bearing and distance of North 48°08'25" West, 109.51 feet to an iron pipe set at a point of tangency, thence
12. North 42°24'59" West, 12.74 feet to an iron pipe set on the westerly line of the aforesaid Roseberry Associates, thence with Roseberry Associates
13. North 28°09'51" East, 627.05 feet to the point of beginning, containing 7.66 acres of land, more or less.

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RECORDED W/CERTIFICATE ANNEXED

97 APR 11 PM 12: 46

PRINCE WILLIAM CO. VA

TESTE: *[Signature]*  
CLERK

RECORDED W/CERTIFICATE ANNEXED

98 SEP 14 PM 12: 39

PRINCE WILLIAM CO. VA

TESTE: *[Signature]*  
CLERK

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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**Current Unaudited Financial Documents**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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This document is currently either not available or not applicable for this association.

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**Insurance Dec Page**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2019

<b>PRODUCER</b> Puffenbarger Insurance & Financial Services Inc. 73 W Lee Highway Warrenton, VA 20186 (877) 421-7171	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>												
<b>INSURED</b> Roseberry Community Association c/o Sequoia Management Company 13998 Parkeast Circle Chantilly, VA 20151	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787N</td> </tr> <tr> <td>INSURER B: Nationwide Mutual Fire Insurance Comp</td> <td>23779N</td> </tr> <tr> <td>INSURER C: PMA Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787N	INSURER B: Nationwide Mutual Fire Insurance Comp	23779N	INSURER C: PMA Insurance Company		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Nationwide Mutual Insurance Company	23787N												
INSURER B: Nationwide Mutual Fire Insurance Comp	23779N												
INSURER C: PMA Insurance Company													
INSURER D:													
INSURER E:													

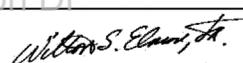
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACPBPHM2422793072	10/05/19	10/05/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACPBPHM2422793072	10/05/19	10/05/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	ACPCAF2422793072	10/05/19	10/05/20	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2019010661736Y	11/07/19	11/07/20	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		<b>OTHER</b> Employee Dishonesty	ACPBPHM2422793072	10/05/19	10/05/20	\$250,000
A		Directors & Officers	ACPBPHM2422793072	10/05/19	10/05/20	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Property: \$27,000 Building; \$9,200 Business Property; Common Areas Only; 100% Replacement Cost; 313 Units; Inflation Guard Included; Separation of Insureds Applies; Equipment Breakdown Included  
 Sequoia Management is an additional insured with respect to Fidelity/Crime coverage

<b>CERTIFICATE HOLDER</b> Roseberry Community Association  c/o Sequoia Management Company 13998 Parkeast Circle Chantilly, VA 20151	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

**Regular Meeting Minutes**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
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# Roseberry Community Association, Inc.

Osbourn Park High School, Room #1058

8909 Euclid Avenue, Manassas VA

Board of Directors Meeting

Tuesday, October 15, 2019

## ATTENDANCE

President – Mr. Gerry Rojas

Vice President – Ms. Gloria Clifton

Sequoia Management – Danny Niemi

Sequoia Management/Recording Secretary – Carolyn Smallwood

## CALL TO ORDER

Mr. Gerry Rojas called the meeting to order at 7:04 p.m.

## APPROVAL OF MINUTES

Mr. Gerry Rojas made a **MOTION** to approve the September 10, 2019 BOD Meeting minutes. Ms. Gloria Clifton seconded.

## COMMITTEE REPORTS

### Landscaping:

Monthly Landscaping Grounds report for September were reviewed.

### Architectural:

Nothing to report.

### Neighborhood Watch:

Nothing to report.

### Social:

Nothing to report.

## RESIDENT FORUM:

Residents were in attendance.

Residents expressed concerns about a neighboring home and possible violations, as well as some safety concerns with some structures on the home.

- Management stated they would go take a look at the issues with the home.

One resident mentioned some trees that needed to be trimmed by electrical wires on Mulder Court.

- Management stated that they would check the trees and contact the appropriate party to have them trimmed.

One resident reported that someone had a boat parked on the street.

- Management stated that they would contact the county.

A few residents had concerns with areas on the roads.

- Management stated that they are state maintained and can be reported to VDOT. Residents can send the areas and locations with pictures to management to report as well.

A few residents had concerns with the trash service.

The Board reviewed an email from a homeowner with concerns regarding leaves in the community clogging the street drains.

- The Board stated that the community has 2 leaf pick-ups annually and will not pay for additional leaf pick-ups as some of the responsibility falls on the homeowners as well.

## **BOD & COMMITTEE ACTION ITEMS**

There were no items at this time.

## **UNFINISHED BUSINESS**

### **Operational Calendar**

The Board of Directors reviewed the operational calendar.

- Management to send notice out for rescheduled annual meeting on November 12, 2019.

### **Tennis Court Fence Proposal**

The Board reviewed a proposal from Groundscape LLC to repair the leaning tennis court fence.

- Mr. Gerry Rojas made a motion to approve the proposal in the amount of \$3,120.60, Ms. Gloria Clifton seconded.

## **NEW BUSINESS**

### **Financial Report & Analysis**

The Financial Report & Analysis was reviewed.

## **EXECUTIVE SESSION**

Mr. Gerry Rojas made a **MOTION** to move into Executive session at 7:53p.m to discuss collection status report and rules violations. Second by Ms. Gloria Clifton.

Mr. Gerry Rojas made a **MOTION** to move out of Executive session at 8:02pm. Second by Ms. Gloria Clifton.

Mr. Gerry Rojas made a **MOTION** to approve all decisions made in executive session. Second by Ms. Gloria Clifton. The decisions were as follows.

- On account ROS89113 extension until October 31, 2019 then \$10.00 per day.
- On account ROS89149 extension until November 15, 2019.

## **ADJOURNMENT**

Ms. Gloria Clifton made a **MOTION** to adjourn meeting at 8:03 p.m. Seconded by Mr. Gerry Rojas.

# Roseberry Community Association, Inc.

Osbourn Park High School, Room #1058

8909 Euclid Avenue, Manassas VA

Board of Directors Meeting

Tuesday, September 10, 2019

## ATTENDANCE

President – Mr. Gerry Rojas

Vice President – Ms. Gloria Clifton

Sequoia Management – Danny Niemi

Sequoia Management/Recording Secretary – Carolyn Smallwood

## CALL TO ORDER

Mr. Gerry Rojas called the meeting to order at 7:00 p.m.

## APPROVAL OF MINUTES

Mr. Gerry Rojas made a **MOTION** to approve the May 14, 2019 BOD Meeting minutes. Ms. Gloria Clifton seconded.

## COMMITTEE REPORTS

### Landscaping:

Monthly Landscaping Grounds report for July and August were reviewed.

### Architectural:

Nothing to report.

### Neighborhood Watch:

Nothing to report.

### Social:

The fall community yard sale will be held on September 28<sup>th</sup> with a rain date of the 29<sup>th</sup>.

**(M) Management to send notice to residents with annual meeting notice.**

## RESIDENT FORUM:

Residents were in attendance.

Residents were present with questions about the inspection process and notices sent by management.

- Management explained the due process for the community.

## BOD & COMMITTEE ACTION ITEMS

There were no items at this time.

## UNFINISHED BUSINESS

### Operational Calendar

The Board of Directors reviewed the operational calendar.

## NEW BUSINESS

### Financial Report & Analysis

The Financial Report & Analysis was reviewed.

**Storm Water Maintenance Pond Proposal Ratification**

Mr. Gerry Rojas made a **MOTION** to ratify a proposal to remove overgrowth around the storm water pond provided by Premier in the amount of \$11,025.00 previously approved via email. Seconded by Ms. Gloria Clifton.

**Premier Aeration Proposal**

The Board reviewed proposal for aeration and overseeding on the common areas in the amount of \$2,100.00.

Mr. Gerry Rojas made a **MOTION** to approve the proposal for aeration and overseeding. Seconded by Ms. Gloria Clifton.

**ADJOURNMENT**

Ms. Gloria Clifton made a **MOTION** to adjourn meeting at 7:50 p.m. Seconded by Mr. Gerry Rojas.

## **Roseberry Community Association, Inc.**

Osbourn Park High School, Room #1058

8909 Euclid Avenue, Manassas VA

Board of Directors Meeting

Thursday, May 14, 2019

### **ATTENDANCE**

President – Mr. Gerry Rojas

Vice President – Ms. Gloria Clifton

Sequoia Management – Danny Niemi

Sequoia Management/Recording Secretary – Carolyn Smallwood

### **CALL TO ORDER**

Mr. Gerry Rojas called the meeting to order at 7:00 p.m.

### **APPROVAL OF MINUTES**

Mr. Gerry Rojas made a **MOTION** to approve the January 10, 2019 BOD Meeting minutes. Ms. Gloria Clifton seconded.

### **COMMITTEE REPORTS**

#### **Landscaping:**

Monthly Landscaping Grounds report for March and April were reviewed.

#### **Architectural:**

Nothing to report.

#### **Neighborhood Watch:**

Nothing to report.

#### **Social:**

Nothing to report.

### **RESIDENT FORUM:**

Residents were in attendance.

One resident was present with concerns about a neighbors personal landscaping company mowing early in the morning.

- Management stated that the company was within the county noise ordinance and the HOA can't prohibit them.

One resident was present with concerns about the walking path around the pond.

- Management stated that they had recently been made aware and are currently working to get bids for repairs and drainage solutions and have reached out to the county.

### **BOD & COMMITTEE ACTION ITEMS**

There were no items at this time.

### **UNFINISHED BUSINESS**

#### **Operational Calendar**

The Board of Directors reviewed the operational calendar.

## **NEW BUSINESS**

### **Financial Report & Analysis**

The Financial Report & Analysis was reviewed.

### **Tree Removal Ratification**

Mr. Gerry Rojas made a **MOTION** to ratify a tree removal proposal provided by Premier in the amount of \$1,100.00 previously approved via email. Seconded by Ms. Gloria Clifton.

## **ADJOURNMENT**

Ms. Gloria Clifton made a **MOTION** to adjourn meeting at 7:33 p.m. Seconded by Mr. Gerry Rojas.

**Reserve Reports**  
**Roseberry Community Association Inc**

Order: 6STQQGYQD  
Address: 9400 Signal Station Dr  
Order Date: 01-24-2020  
Document not for resale  
HomeWiseDocs

## **REPAIR/REPLACEMENT RESERVE SCHEDULE**

The recommended reserve requirements outlined in the attached schedule are based on our opinions of current conditions and costs for materials, equipment, labor, etc. These opinions are based upon:

- Methods and materials that generally comply with accepted industry standards;
- Perceived existing conditions as noted during our limited visual inspections;
- Information provided to us; and
- Our experience with similar circumstances.

It must be noted that no laboratory tests or analyses were performed on any elements and our conclusions are based solely on visual examinations. Unless otherwise noted, our life cycle projections are based on the assumptions that construction materials (such as asphalt, concrete, etc.) generally comply with accepted industry standards and that the listed elements will be properly maintained.

Repair/replacement costs and suggested annual contributions have been calculated using several basic assumptions. They are suggested budget figures, not guaranteed costs. These amounts are estimated in current (2006) U.S. dollars. Typical labor and material costs were used to estimate dollar amounts for repairs and replacements. Incidental costs (such as necessary modifications, rigging, etc.) are factored in as very rough approximations. No inflationary factors have been added to account for increases in labor or material costs over time. Suggested annual contributions have been calculated utilizing a straight-line method, and no provisions for accrued interest on deposited funds have been included.

Specific information regarding existing funds in reserves, and their current allocations, was not available to us. Necessary adjustments in proposed contributions should be made to properly reflect such available funds.

The proposed reserve analysis should be reevaluated on a regular basis. Real property is dynamic by nature and economic conditions are often subject to vast fluctuations. Therefore, we strongly recommend that a comprehensive study be conducted every three to five years to assess changes in the physical condition of the various systems and related components. Financial requirements should be revised annually if pertinent economic changes are to be accurately reflected as well. Without these regular assessments, long-range planning may not be effective and critical needs may not be properly met.

Finally, it should be noted that the reserve schedule is not intended to be an autonomous document. It is a key element of our investigative report and it represents a partial summation of our conclusions. Taken out of context, the information contained solely within this reserve schedule must be considered incomplete.

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 REPAIR/REPLACEMENT RESERVE TABLE  
 ROSEBERRY HOMEOWNERS ASSOCIATION  
 MANASSAS, VIRGINIA  
 ETC PROJECT M5-992

Items	Comments/ Notes	Model/Type	Unit	Estimated Quantity	General Condition	Typical Design Life (years)	Estimated Remaining Useful Life (years)	Estimated Replacement		Available Funds	Annual Contribution
								Unit Cost	Total Cost		
I. Pavement	A	Asphalt	sy	500	Good	15	7	\$ 18	\$ 9,000	\$ -	\$ 1,286
II. Footpaths	B	Asphalt	sy	1,100	Good	15	7	\$ 15	\$ 16,500	\$ -	\$ 2,357
III. Tennis Courts		Asphalt	sy	1,500	Poor	20	2	\$ 50	\$ 75,000	\$ -	\$ 37,500
IV. Basketball Court	B	Asphalt	sy	800	Good	20	12	\$ 50	\$ 40,000	\$ -	\$ 3,333
<b>V. Fencing</b>											
- Common Area		Wood	lf	350	Good	25	17	\$ 25	\$ 8,750	\$ -	\$ 515
- Tennis/Basketball Court		Chain link	lf	1,400	Good	20	12	\$ 12	\$ 16,800	\$ -	\$ 1,400
<b>VI. Retaining Walls</b>											
- Structure		Concrete	sf	7,500	Good	50	42	\$ 75	\$ 562,500	\$ -	\$ 13,393
- Guardrails	B	Wood	lf	400	Good	25	17	\$ 10	\$ 4,000	\$ -	\$ 236
VII. Entrance Monument	B	Masonry	ea	2	Good	50	42	\$ 3,500	\$ 7,000	\$ -	\$ 167
<b>Totals</b>									\$ 739,550	\$ -	\$ 60,186

Notes:

A. Estimated cost to place two (2) inch-thick asphalt overlay.

B. Condition and cost/life cycle estimates assume immediate completion of recommended warranty repairs/replacements/modifications.

**REPLACEMENT RESERVE ANALYSIS****ROSEBERRY****March 16, 2016****GENERAL INFORMATION:**

2016	Study Year
\$190,812	Replacement Reserves reported to be on deposit at start of Study Year
\$326,407	Estimated value of all Components included in the Replacement Reserve Inventory

The information shown in this Summary does not account for interest earned on Replacement Reserves on deposit, nor does it include adjustments for inflation. For more information see the attached Appendix.

**REPORTED CURRENT FUNDING DATA:**

<b>\$19,784</b>	<b>REPORTED CURRENT ANNUAL CONTRIBUTION TO REPLACEMENT RESERVES</b>
\$5.63	Per unit current monthly contribution to Replacement Reserves

**CASH FLOW METHOD CALCULATIONS:**

<b>\$18,026</b>	<b>MINIMUM RECOMMENDED ANNUAL CONTRIBUTION TO REPLACEMENT RESERVES</b>
\$5.13	Per unit minimum recommended monthly contribution to Replacement Reserves
\$16,320	Recommended minimum Replacement Reserve Funding Threshold (5.0 percent)
2053	First year Reserves fall to minimum recommended level (Design Year)

**COMPONENT METHOD CALCULATIONS:**

<b>\$17,441</b>	<b>MINIMUM RECOMMENDED ANNUAL CONTRIBUTION TO RESERVES (IN STUDY YEAR)</b>
\$4.96	Per unit minimum recommended monthly contribution to Replacement Reserves
\$170,634	Current Funding Objective
111.83%	Funding Percentage
(\$20,178)	One time deposit required to fully fund Replacement Reserves
\$21,283	Annual Contribution to Replacement Reserves if Reserves were fully funded.

**PROJECT INFORMATION:**

<b>PROPERTY MANAGED BY:</b>	<b>MAJOR COMPONENTS IN ANALYSIS:</b>	<b>TYPE OF PROPERTY:</b>
SEQUOIA MANAGEMENT COMPANY	Parking areas, tennis court, multipurpose court,	Single Family
Jessica Azzarano	tot lot, exercise circuit, asphalt trail, entrance	# OF UNITS:
13998 Parkeast Circle	monuments	293
Chantilly, Virginia 20151	<b>PROPERTY LOCATION:</b>	<b>YEAR BUILT:</b>
703 - 803-9641	Manassas, Virginia	2001

**NOTES:**

This Analysis conforms to the National Reserve Study Standards of the Community Associations Institute adopted in 1998. This is a Level 3 Update of a Study submitted on May 10, 2013. The Inventory has been modified based on information provided by the Association, field evaluations in January 2016, and information on a trail that is to be installed in 2016. This Association uses a fiscal year that covers the period of January 1 to December 31. Our Analysis recommends funding for 2016.

In a memo dated January 15, 2016, the Association reports Replacement Reserves on Deposit totaling \$190,811.84 on deposit on January 1, 2016 and annual deposits of \$19,784.25.

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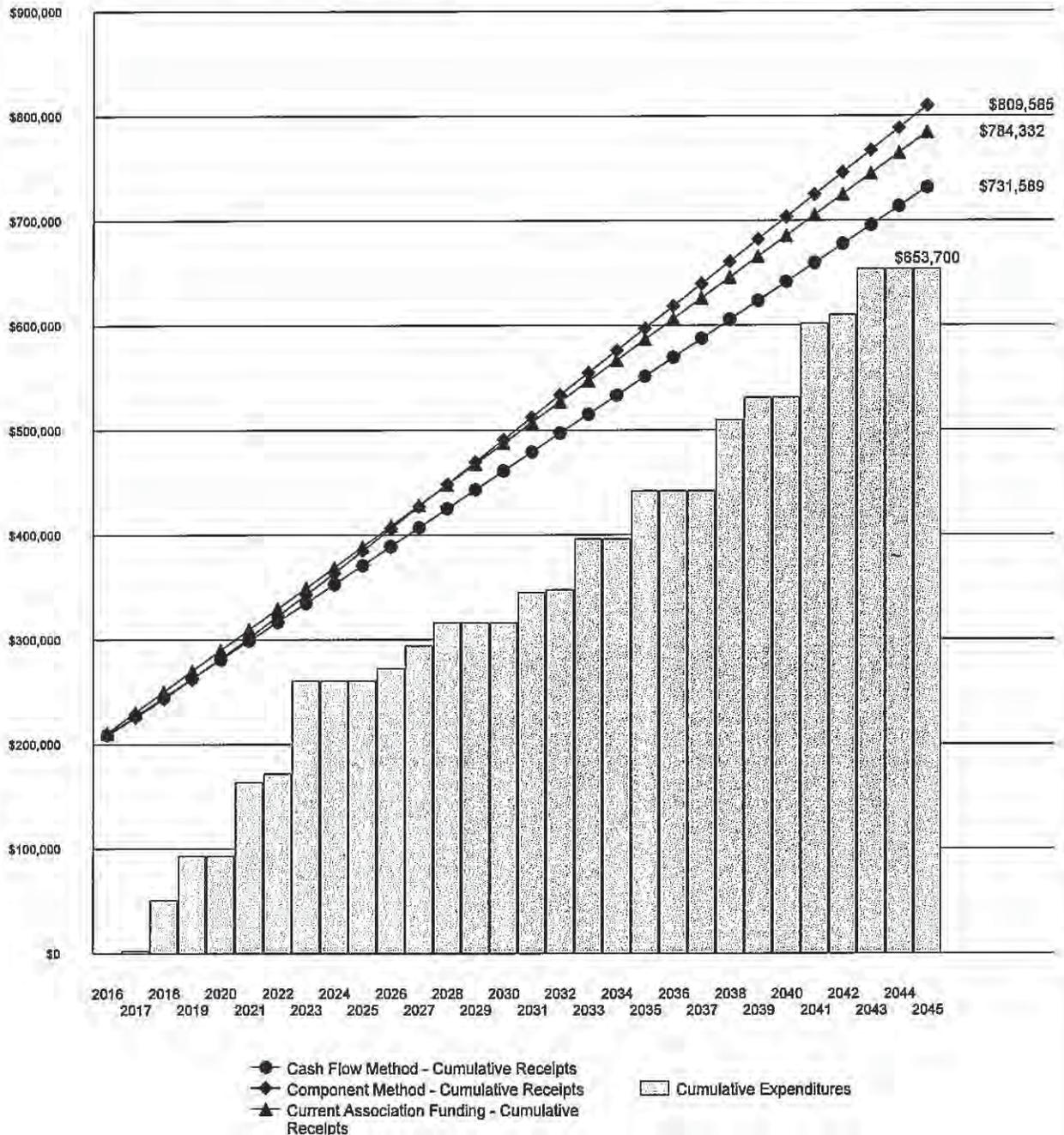
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# REPLACEMENT RESERVE ANALYSIS

ROSEBERRY

March 16, 2016

Funding Methods Comparison Graph - Cumulative Receipts and Expenditures



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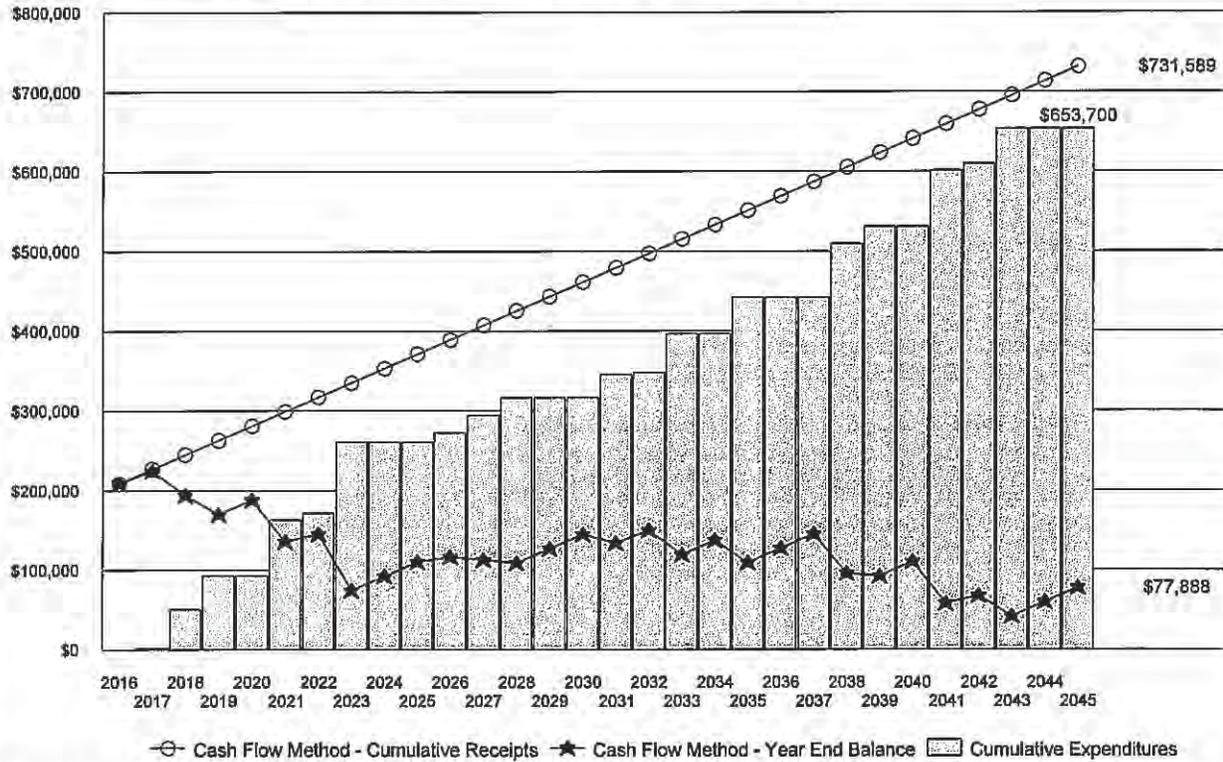
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# REPLACEMENT RESERVE ANALYSIS

ROSEBERRY

March 16, 2016

## Cash Flow Method - Cumulative Receipts and Expenditures Graph



## Cash Flow Method Data - Years 1 through 30

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TEN YEAR SUMMARIES
Starting balance	\$190,812										
Annual deposit	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	Expenditures: \$260,728
Expenditures	\$0	\$2,240	\$48,615	\$42,034	\$0	\$70,402	\$8,390	\$89,047	\$0	\$0	Receipts: \$371,071
Year end balance	\$208,838	\$224,624	\$194,035	\$170,027	\$188,053	\$135,677	\$145,313	\$74,291	\$92,317	\$110,343	
Minimum rec. funding lvl.	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	
Cumulative expenditures	\$0	\$2,240	\$50,855	\$92,889	\$92,889	\$163,290	\$171,680	\$260,728	\$260,728	\$260,728	
Cumulative receipts	\$208,838	\$226,864	\$244,890	\$262,915	\$280,941	\$298,967	\$316,993	\$335,019	\$353,045	\$371,071	
Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Expenditures: \$181,243
Annual deposit	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	Receipts: \$182,295
Expenditures	\$11,750	\$21,735	\$22,155	\$0	\$0	\$28,896	\$2,240	\$48,615	\$0	\$45,853	
Year end balance	\$116,819	\$112,910	\$108,781	\$128,807	\$144,832	\$133,963	\$149,749	\$119,169	\$137,185	\$109,359	
Minimum rec. funding lvl.	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	
Cumulative expenditures	\$272,478	\$294,213	\$316,368	\$316,368	\$316,368	\$345,263	\$347,503	\$396,118	\$396,118	\$441,971	
Cumulative receipts	\$389,097	\$407,123	\$425,148	\$443,174	\$461,200	\$479,226	\$487,252	\$515,278	\$533,304	\$551,330	
Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	Expenditures: \$211,729
Annual deposit	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	\$18,026	Receipts: \$182,295
Expenditures	\$0	\$0	\$67,515	\$21,532	\$0	\$70,402	\$8,390	\$43,990	\$0	\$0	
Year end balance	\$127,385	\$145,411	\$95,921	\$92,415	\$110,441	\$59,065	\$67,701	\$41,837	\$59,862	\$77,888	
Minimum rec. funding lvl.	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	\$16,320	
Cumulative expenditures	\$441,971	\$441,971	\$509,486	\$531,018	\$531,018	\$601,420	\$608,810	\$653,700	\$653,700	\$653,700	FIRST TRANSITION YEAR 2033
Cumulative receipts	\$569,356	\$587,382	\$605,407	\$623,433	\$641,459	\$659,485	\$677,511	\$695,537	\$713,563	\$731,589	

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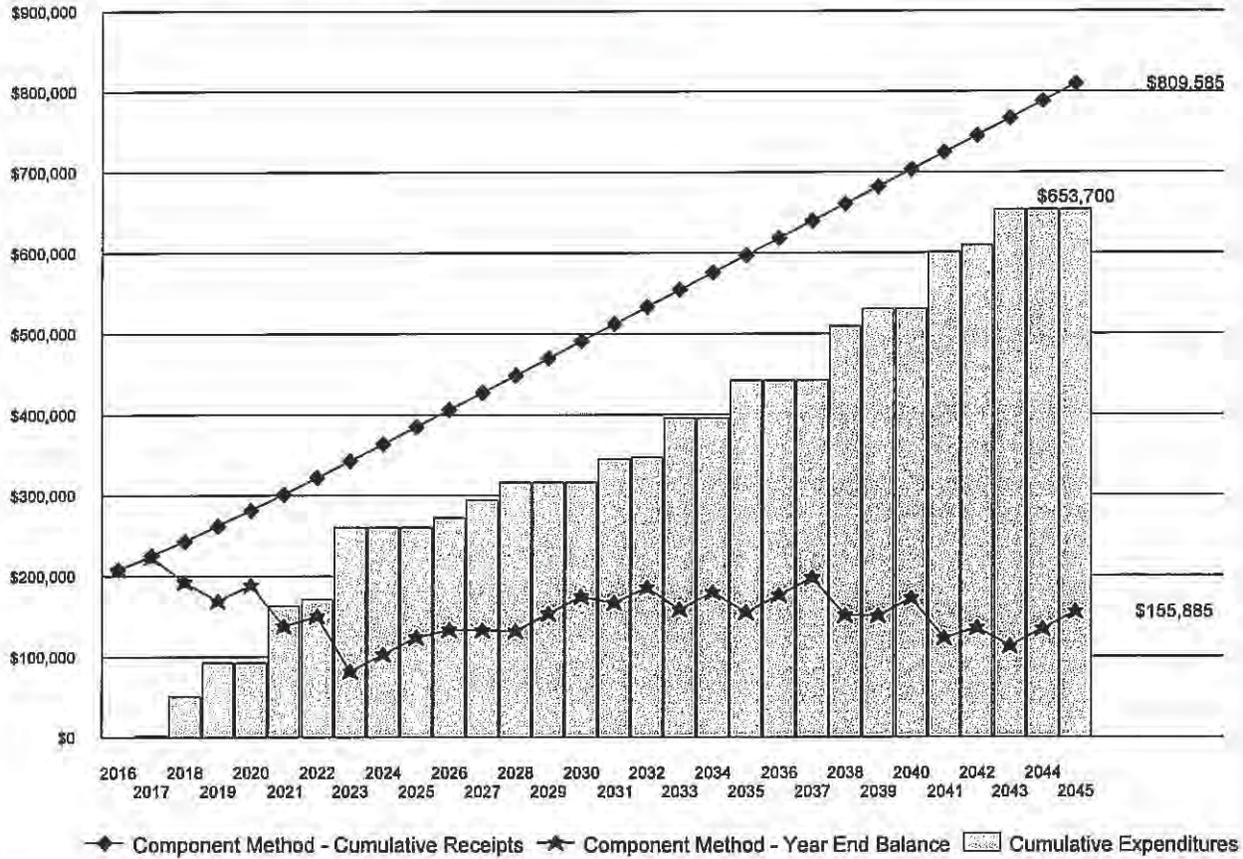
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# REPLACEMENT RESERVE ANALYSIS

ROSEBERRY

March 16, 2016

## Component Method - Cumulative Receipts and Expenditures Graph



## Component Method Data - Years 1 through 30

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TEN YEAR SUMMARIES
Starting balance	\$180,812										
Annual deposit	\$17,441	\$17,441	\$17,555	\$18,739	\$19,853	\$19,853	\$20,625	\$20,717	\$21,143	\$21,143	
Expenditures	\$0	\$2,240	\$48,615	\$42,034	\$0	\$70,402	\$8,390	\$89,047	\$0	\$0	Expenditures: \$260,728
Year end balance	\$208,252	\$223,453	\$182,393	\$169,099	\$188,752	\$138,004	\$150,239	\$81,808	\$103,051	\$124,194	Receipts: \$384,922
Cumulative Expenditures	\$0	\$2,240	\$50,855	\$92,889	\$92,889	\$163,290	\$171,680	\$260,728	\$260,728	\$260,728	
Cumulative Receipts	\$208,252	\$225,693	\$243,248	\$261,987	\$281,541	\$301,294	\$321,919	\$342,636	\$363,779	\$384,922	
Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Annual deposit	\$21,143	\$21,214	\$21,222	\$21,222	\$21,222	\$21,222	\$21,222	\$21,222	\$21,222	\$21,222	Expenditures: \$181,243
Expenditures	\$11,750	\$21,735	\$22,155	\$0	\$0	\$28,896	\$2,240	\$48,615	\$0	\$45,853	Receipts: \$214,157
Year end balance	\$133,587	\$133,066	\$132,133	\$153,355	\$174,576	\$186,803	\$185,884	\$158,491	\$179,713	\$155,082	
Cumulative Expenditures	\$272,478	\$294,213	\$316,368	\$316,368	\$316,368	\$345,263	\$347,503	\$396,118	\$396,118	\$441,971	
Cumulative Receipts	\$406,055	\$427,279	\$448,501	\$469,723	\$489,944	\$512,166	\$533,388	\$554,610	\$575,831	\$597,053	
Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
Annual deposit	\$21,253	\$21,253	\$21,253	\$21,253	\$21,253	\$21,253	\$21,253	\$21,253	\$21,253	\$21,253	Expenditures: \$211,729
Expenditures	\$0	\$0	\$87,615	\$21,532	\$0	\$70,402	\$8,390	\$43,890	\$0	\$0	Receipts: \$214,558
Year end balance	\$176,335	\$197,589	\$151,327	\$151,048	\$172,301	\$123,152	\$136,016	\$113,379	\$134,632	\$155,885	
Cumulative Expenditures	\$441,971	\$441,971	\$509,486	\$531,018	\$531,018	\$601,420	\$609,810	\$653,700	\$653,700	\$653,700	
Cumulative Receipts	\$618,306	\$639,560	\$660,813	\$682,066	\$703,319	\$724,573	\$745,826	\$767,079	\$788,332	\$809,585	

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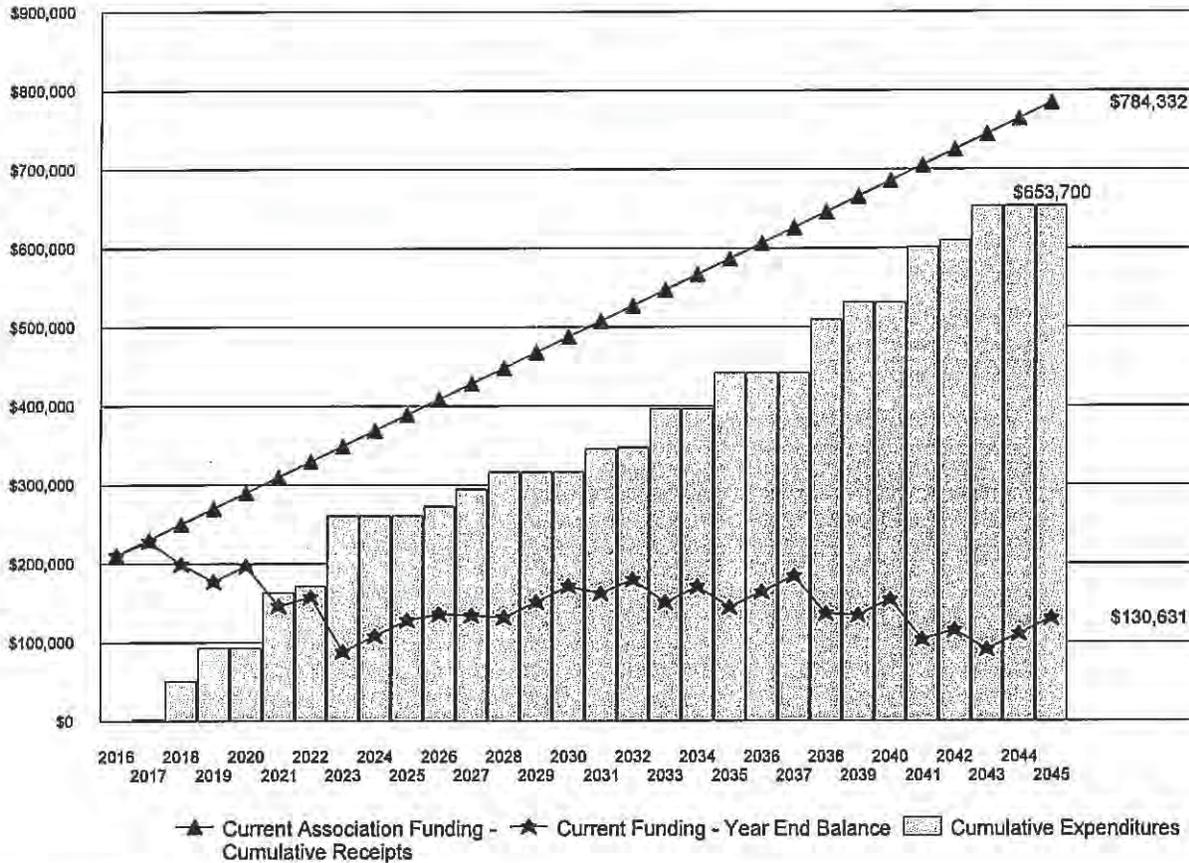
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# REPLACEMENT RESERVE ANALYSIS

ROSEBERRY

March 16, 2016

## Current Association Funding - Cumulative Receipts and Expenditures Graph



## Current Funding Data - Years 1 through 30

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TEN YEAR SUMMARIES
Starting balance	\$190,812										
Annual deposit	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	
Expenditures	\$0	\$2,240	\$48,615	\$42,034	\$0	\$70,402	\$8,390	\$89,047	\$0	\$0	Expenditures: \$260,728
Year end balance	\$210,596	\$228,140	\$199,309	\$177,059	\$196,843	\$146,225	\$157,619	\$88,356	\$108,140	\$127,924	Receipts: \$388,652
Cumulative Expenditures	\$0	\$2,240	\$50,855	\$92,889	\$92,889	\$163,290	\$171,680	\$260,728	\$260,728	\$260,728	
Cumulative Receipts	\$210,596	\$230,380	\$250,164	\$269,948	\$269,732	\$309,516	\$329,300	\$349,084	\$368,868	\$388,652	
Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TEN YEAR SUMMARIES
Annual deposit	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	Expenditures: \$181,243
Expenditures	\$11,750	\$21,735	\$22,155	\$0	\$0	\$28,896	\$2,240	\$48,615	\$0	\$45,853	Receipts: \$187,840
Year end balance	\$135,958	\$134,007	\$131,636	\$151,420	\$171,204	\$162,092	\$179,636	\$150,805	\$170,589	\$144,521	
Cumulative expenditures	\$272,478	\$284,213	\$316,368	\$316,368	\$316,368	\$345,263	\$347,503	\$396,118	\$396,118	\$441,971	
Cumulative receipts	\$408,436	\$428,220	\$448,004	\$467,788	\$487,572	\$507,356	\$527,140	\$546,924	\$566,708	\$586,492	
Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	TEN YEAR SUMMARIES
Annual deposit	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	\$19,784	Expenditures: \$211,729
Expenditures	\$0	\$0	\$67,615	\$21,532	\$0	\$70,402	\$8,390	\$43,890	\$0	\$0	Receipts: \$187,840
Year end balance	\$164,305	\$184,089	\$136,359	\$134,609	\$154,393	\$103,776	\$115,170	\$91,063	\$110,847	\$130,631	
Cumulative Expenditures	\$441,971	\$441,971	\$509,486	\$531,018	\$531,018	\$601,420	\$609,810	\$653,700	\$653,700	\$653,700	
Cumulative Receipts	\$606,276	\$626,060	\$645,844	\$665,628	\$685,412	\$705,196	\$724,980	\$744,764	\$764,548	\$784,332	

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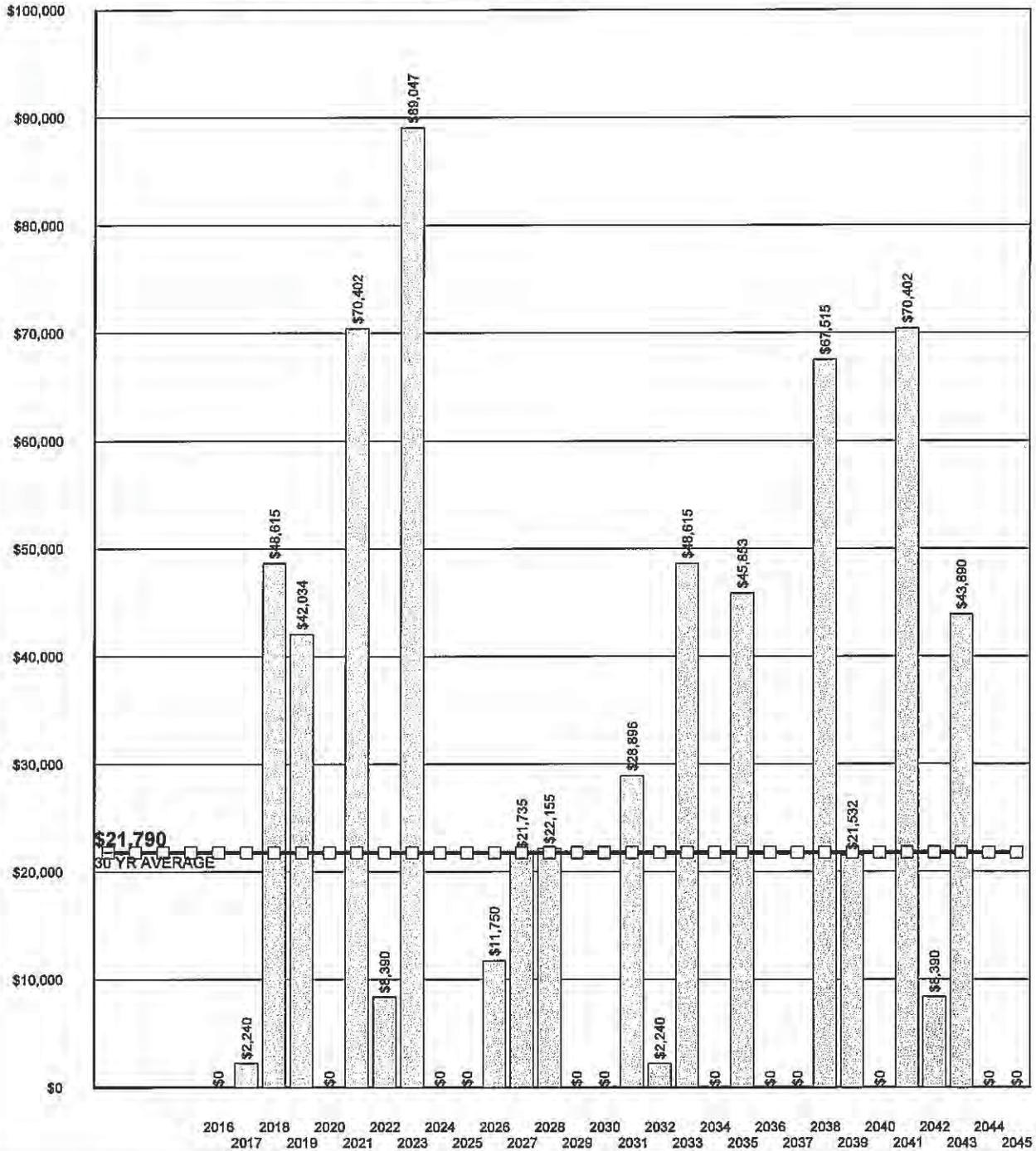
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# REPLACEMENT RESERVE ANALYSIS

ROSEBERRY

March 16, 2016

Graph of Annual Replacement Expenditures



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**REPLACEMENT RESERVE INVENTORY**

ROSEBERRY

March 16, 2016

**INVENTORY OF COMPONENTS - NORMAL REPLACEMENT**

ITEM #		UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	TOTAL REPLACEMENT COST (\$)
<b>CONCRETE COMPONENTS</b>							
1	Concrete sidewalks - 10%	sf	228	\$9.00	80	3	\$2,052
2	Concrete sidewalks - 15%	sf	342	\$9.00	80	19	\$3,078
3	Concrete sidewalks - 20%	sf	456	\$9.00	80	35	\$4,104
4	Concrete sidewalks - 25%	sf	570	\$9.00	80	51	\$5,130
5	Concrete sidewalks - 30%	sf	684	\$9.00	80	67	\$6,156
6	Concrete curb & gutter - 10%	ft	76	\$35.00	80	3	\$2,674
7	Concrete curb & gutter - 15%	ft	115	\$35.00	80	19	\$4,011
8	Concrete curb & gutter - 20%	ft	153	\$35.00	80	35	\$5,348
9	Concrete curb & gutter - 25%	ft	191	\$35.00	80	51	\$6,685
10	Concrete curb & gutter - 30%	ft	229	\$35.00	80	67	\$8,022

**COMMENTS:**

Concrete components. We have assumed that the sidewalk and curb & gutter replacements at the parking areas, will be done in conjunction with the asphalt pavement replacement project in 2019 and every 16 years thereafter. We have included increasing percentages of components for replacement to reflect the normal aging of the materials. Interim replacements may be needed and we have assumed that they will not be funded from Replacement Reserves.

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**REPLACEMENT RESERVE INVENTORY****ROSEBERRY****March 16, 2016****INVENTORY OF COMPONENTS - NORMAL REPLACEMENT**

ITEM #		UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	TOTAL REPLACEMENT COST (\$)
<b>ASPHALT PAVEMENT</b>							
11	Asphalt pavement - Scully Parking		3,626	\$1.68	16	3	\$6,092
12	Asphalt pavement - Mineola Parking		7,137	\$1.65	16	3	\$11,776
13	Asphalt pavement - sealcoat - initial	sf	10,763	\$0.19	16	7	\$2,045
14	Asphalt pavement - sealcoat - mid-life	sf	10,763	\$0.20	16	11	\$2,153
15	Asphalt pavement - sealcoat - final	sf	10,763	\$0.22	16	15	\$2,368
16	Asphalt pavement - Roseberry parking	sf	4,757	\$1.68	16	15	\$7,992
17	Asphalt pavement - sealcoat - initial	sf	4,757	\$0.19	16	3	\$904
18	Asphalt pavement - sealcoat - mid-life	sf	4,757	\$0.20	16	7	\$951
19	Asphalt pavement - sealcoat - final	sf	4,757	\$0.22	16	11	\$1,047
20	Asphalt trail - 33 percent	sf	6,179	\$3.00	12	3	\$18,536
21	Asphalt trail - 33 percent	sf	6,179	\$3.00	12	7	\$18,536
22	Asphalt trail - 33 percent	sf	6,179	\$3.00	12	11	\$18,536

**COMMENTS:**

Asphalt roadways and parking replacement. The cost shown above assumes that the pavement will be milled and that base repairs will be needed at 5 to 10 percent of the total area. We have assumed that all three parking areas, Mineola Court and Scully Court parking areas will be done as a single project in 2019. The Roseberry parking area (adjacent to the courts and tot lot) was resurfaced in 2015.

Asphalt trails. Defective sections of asphalt trail (219 sy) were replaced in 2015. We have that 33 percent of the trails will be replaced every 4 years and that the project will include needed repairs to all sections of the asphalt trail and adjacent site grading. We have assumed that the asphalt trail will not be sealcoated.

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**REPLACEMENT RESERVE INVENTORY**

ROSEBERRY

March 16, 2016

**INVENTORY OF COMPONENTS - NORMAL REPLACEMENT**

ITEM #		UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	TOTAL REPLACEMENT COST (\$)
<b>GENERAL SITE IMPROVEMENTS</b>							
23	Entrance features - tuckpointing	ls	1	\$1,100.00	20	5	\$1,100
24	Entrance features - lighting	ls	1	\$2,600.00	20	5	\$2,600
25	Entrance features - signage	ea	2	\$2,250.00	20	5	\$4,500
26	Segmental retaining wall (10%)	sf	357	\$54.00	20	5	\$19,262
27	Segmental retaining wall - wood rail	ft	626	\$20.00	20	5	\$12,520
28	Wood stockade fence	ft	576	\$28.00	20	5	\$16,128
29	Wood rail fence	ft	104	\$14.00	20	19	\$1,456
30	Concrete creek crossing	ea	1	\$11,750.00	25	10	\$11,750

**COMMENTS:**

Entrance feature. We have assumed the Association will conduct a comprehensive renovation of the entrance features in 2021 and that the project will include tuckpointing, the ground mounted lighting & electric, and the signage.

Segmental retaining walls. The walls are located along a portion of the northeast and northwest property boundaries, near the northern point of the community, and at the James Hard Court mound/cemetery.

Segmental retaining wall wood railings. These are installed above the retaining walls. Repairs are needed now. At replacement, alternative materials (metal, vinyl, etc.) should be evaluated.

Wood stockade fence. The wood stockade fence is located along a portion of the northeast property boundary.

Wood rail fences. The wood rail fence is located at the James Hard Court mound/cemetery.

2016 - the retaining walls, railings, and rail fence at James Hard Court mound/cemetery added to Inventory. The percentage of segmental wall scheduled for maintenance/replacement reduced to 10%.

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**REPLACEMENT RESERVE INVENTORY**

ROSEBERRY

March 16, 2016

**INVENTORY OF COMPONENTS - NORMAL REPLACEMENT**

ITEM #		UNIT	NUMBER OF UNITS	UNIT REPLACEMENT COST (\$)	NORMAL ECONOMIC LIFE (YRS)	REMAINING ECONOMIC LIFE (YRS)	TOTAL REPLACEMENT COST (\$)
<b>RECREATION FACILITIES</b>							
31	Multipurpose court base	sf	7,350	\$3.60	15	2	\$26,460
32	Multipurpose court - repair/resurface	sf	7,350	\$1.30	5	2	\$9,555
33	Multipurpose fence	ft	344	\$18.00	20	5	\$6,192
34	Tennis court base	sf	12,600	\$3.60	15	7	\$45,360
35	Tennis court - repair/resurface	sf	12,600	\$1.00	5	2	\$12,600
36	Tennis court fence	ft	450	\$18.00	20	5	\$8,100
37	Tot lot - slide	ea	1	\$3,500.00	20	6	\$3,500
38	Tot lot - swing	ea	1	\$2,250.00	20	6	\$2,250
39	Tot lot - wood border	ft	160	\$14.00	15	1	\$2,240
40	Tot lot - wood fence	ft	160	\$16.50	20	6	\$2,640

**COMMENTS:**

Tennis & multipurpose courts. The court surfaces were repaired and recoated in 2013.

Exercise stations have been removed.

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**REPLACEMENT RESERVE INVENTORY****ROSEBERRY****March 16, 2016****SCHEDULE OF REPLACEMENTS - YEARS ONE TO FIFTEEN**

2016	2017	2018
No Scheduled Replacements	Tot lot - wood border \$2,240  Total Scheduled Replacements \$2,240	Multipurpose court base \$26,460 Tennis court - repair/resurface \$12,600 Multipurpose court - repair/resurf \$9,555  Total Scheduled Replacements \$48,615
2019	2020	2021
Asphalt trail - 33 percent \$18,536 Asphalt pavement - Mineola Park \$11,776 Asphalt pavement - Scully Parkir \$6,092 Concrete curb & gutter - 10% \$2,674 Concrete sidewalks - 10% \$2,052 Asphalt pavement - sealcoat - ini \$904  Total Scheduled Replacements \$42,034	No Scheduled Replacements	Segmental retaining wall (10%) \$19,262 Wood stockade fence \$16,128 Segmental retaining wall - wood \$12,520 Tennis court fence \$8,100 Multipurpose fence \$6,192 Entrance features - signage \$4,500 Entrance features - lighting \$2,600 Entrance features - tuckpointing \$1,100  Total Scheduled Replacements \$70,402
2022	2023	2024
Tot lot - slide \$3,500 Tot lot - wood fence \$2,640 Tot lot - swing \$2,250  Total Scheduled Replacements \$8,390	Tennis court base \$45,360 Asphalt trail - 33 percent \$18,536 Tennis court - repair/resurface \$12,600 Multipurpose court - repair/resurf \$9,555 Asphalt pavement - sealcoat - ini \$2,045 Asphalt pavement - sealcoat - m \$951  Total Scheduled Replacements \$89,047	No Scheduled Replacements
2025	2026	2027
No Scheduled Replacements	Concrete creek crossing \$11,750  Total Scheduled Replacements \$11,750	Asphalt trail - 33 percent \$18,536 Asphalt pavement - sealcoat - mi \$2,153 Asphalt pavement - sealcoat - fin \$1,047  Total Scheduled Replacements \$21,735
2028	2029	2030
Tennis court - repair/resurface \$12,600 Multipurpose court - repair/resurf \$9,555  Total Scheduled Replacements \$22,155	No Scheduled Replacements	No Scheduled Replacements

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**REPLACEMENT RESERVE INVENTORY****ROSEBERRY****March 16, 2016****SCHEDULE OF REPLACEMENTS - YEARS SIXTEEN TO THIRTY**

2031	
Asphalt trail - 33 percent	\$18,536
Asphalt pavement - Roseberry p	\$7,992
Asphalt pavement - sealcoat - fin	\$2,368
<b>Total Scheduled Replacements</b>	<b>\$28,896</b>

2032	
Tot lot - wood border	\$2,240
<b>Total Scheduled Replacements</b>	<b>\$2,240</b>

2033	
Multipurpose court base	\$26,460
Tennis court - repair/resurface	\$12,600
Multipurpose court - repair/resurf	\$9,555
<b>Total Scheduled Replacements</b>	<b>\$48,615</b>

2034	
No Scheduled Replacements	

2035	
Asphalt trail - 33 percent	\$18,536
Asphalt pavement - Mineola Parl	\$11,776
Asphalt pavement - Scully Parkir	\$6,092
Concrete curb & gutter - 15%	\$4,011
Concrete sidewalks - 15%	\$3,078
Wood rail fence	\$1,456
Asphalt pavement - sealcoat - ini	\$904
<b>Total Scheduled Replacements</b>	<b>\$45,853</b>

2036	
No Scheduled Replacements	

2037	
No Scheduled Replacements	

2038	
Tennis court base	\$45,360
Tennis court - repair/resurface	\$12,600
Multipurpose court - repair/resurf	\$9,555
<b>Total Scheduled Replacements</b>	<b>\$67,515</b>

2039	
Asphalt trail - 33 percent	\$18,536
Asphalt pavement - sealcoat - ini	\$2,045
Asphalt pavement - sealcoat - mi	\$951
<b>Total Scheduled Replacements</b>	<b>\$21,532</b>

2040	
No Scheduled Replacements	

2041	
Segmental retaining wall (10%)	\$19,262
Wood stockade fence	\$16,128
Segmental retaining wall - wood	\$12,520
Tennis court fence	\$8,100
Multipurpose fence	\$6,192
Entrance features - signage	\$4,500
Entrance features - lighting	\$2,600
Entrance features - tuckpointing	\$1,100
<b>Total Scheduled Replacements</b>	<b>\$70,402</b>

2042	
Tot lot - slide	\$3,500
Tot lot - wood fence	\$2,640
Tot lot - swing	\$2,250
<b>Total Scheduled Replacements</b>	<b>\$8,390</b>

2043	
Asphalt trail - 33 percent	\$18,536
Tennis court - repair/resurface	\$12,600
Multipurpose court - repair/resurf	\$9,555
Asphalt pavement - sealcoat - m	\$2,153
Asphalt pavement - sealcoat - fin	\$1,047
<b>Total Scheduled Replacements</b>	<b>\$43,890</b>

2044	
No Scheduled Replacements	

2045	
No Scheduled Replacements	

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**REPLACEMENT RESERVE ALLOCATION****ROSEBERRY****March 16, 2016****CASH FLOW METHOD - THREE YEAR ALLOCATION OF REPLACEMENT RESERVES**

Item #	Component	Estimated Replacement Cost	Allocation of Reserves on Deposit	2016			2017			2018		
				Deposits	Expenses	Year End Balance	Deposits	Expenses	Year End Balance	Deposits	Expenses	Year End Balance
<b>NORMAL COMPONENTS</b>												
<b>CONCRETE COMPONENTS</b>												
1	Concrete sidewalks - 10%	2,052	2,052			2,052			2,052			2,052
2	Concrete sidewalks - 15%	3,078										
3	Concrete sidewalks - 20%	4,104										
4	Concrete sidewalks - 25%	5,130										
5	Concrete sidewalks - 30%	6,156										
6	Concrete curb & gutter - 10%	2,674	2,674			2,674			2,674			2,674
7	Concrete curb & gutter - 15%	4,011										
8	Concrete curb & gutter - 20%	5,348										
9	Concrete curb & gutter - 25%	6,685										
10	Concrete curb & gutter - 30%	8,022										
<b>ASPHALT PAVEMENT</b>												
11	Asphalt pavement - Scully Parkir	6,092	6,092			6,092			6,092			6,092
12	Asphalt pavement - Mineola Parl	11,776	11,776			11,776			11,776			11,776
13	Asphalt pavement - sealcoat - ini	2,045	439	414		853	414		1,267	414		1,681
14	Asphalt pavement - sealcoat - mi	2,153										
15	Asphalt pavement - sealcoat - fin	2,368										
16	Asphalt pavement - Roseberry pa	7,992										
17	Asphalt pavement - sealcoat - ini	904	904			904			904			904
18	Asphalt pavement - sealcoat - mi	951	204	193		397	193		590	193		782
19	Asphalt pavement - sealcoat - fin	1,047										
20	Asphalt trail - 33 percent	18,536	18,536			18,536			18,536			18,536
21	Asphalt trail - 33 percent	18,536	3,982	3,752		7,735	3,752		11,487	3,752		15,239
22	Asphalt trail - 33 percent	18,536										
<b>GENERAL SITE IMPROVEME</b>												
23	Entrance features - tuckpointing	1,100	1,100			1,100			1,100			1,100
24	Entrance features - lighting	2,600	2,600			2,600			2,600			2,600
25	Entrance features - signage	4,500	4,500			4,500			4,500			4,500
26	Segmental retaining wall (10%)	19,262	19,262			19,262			19,262			19,262
27	Segmental retaining wall - wood	12,520	12,520			12,520			12,520			12,520
28	Wood stockade fence	16,128	16,128			16,128			16,128			16,128
29	Wood rail fence	1,456										
30	Concrete creek crossing	11,750										
<b>RECREATION FACILITIES</b>												
31	Multipurpose court base	26,460	26,460			26,460			26,460		(26,460)	
32	Multipurpose court - repair/resur.	9,555	11,608	1,934		13,542	1,934		15,476	1,934	(9,555)	7,856
33	Multipurpose fence	6,192	6,192			6,192			6,192			6,192
34	Tennis court base	45,360	9,745	9,182		18,928	9,182		28,110	9,182		37,292
35	Tennis court - repair/resurface	12,600	15,307	2,551		17,858	2,551		20,408	2,551	(12,600)	10,359
36	Tennis court fence	8,100	8,100			8,100			8,100			8,100
37	Tot lot - slide	3,500	3,500			3,500			3,500			3,500
38	Tot lot - swing	2,250	2,250			2,250			2,250			2,250
39	Tot lot - wood border	2,240	2,240			2,240		(2,240)				
40	Tot lot - wood fence	2,640	2,640			2,640			2,640			2,640

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# REPLACEMENT RESERVE ALLOCATION

ROSEBERRY

March 16, 2016

## COMPONENT METHOD - THREE YEAR ALLOCATION OF REPLACEMENT RESERVES

Item #	Component	Estimated Replacement Cost	Allocation of Reserves on Deposit	2016			2017			2018		
				Deposits	Expenses	Year End Balance	Deposits	Expenses	Year End Balance	Deposits	Expenses	Year End Balance
<b>NORMAL COMPONENTS</b>												
<b>CONCRETE COMPONENTS</b>												
1	Concrete sidewalks - 10%	2,052	2,180	(32)		2,148	(32)		2,116	(32)		2,084
2	Concrete sidewalks - 15%	3,078	2,581	25		2,606	25		2,631	25		2,656
3	Concrete sidewalks - 20%	4,104	2,524	44		2,568	44		2,612	44		2,656
4	Concrete sidewalks - 25%	5,130	2,008	60		2,068	60		2,128	60		2,188
5	Concrete sidewalks - 30%	6,156	1,033	75		1,108	75		1,183	75		1,259
6	Concrete curb & gutter - 10%	2,674	2,841	(42)		2,799	(42)		2,757	(42)		2,716
7	Concrete curb & gutter - 15%	4,011	3,364	32		3,396	32		3,429	32		3,461
8	Concrete curb & gutter - 20%	5,348	3,289	57		3,346	57		3,404	57		3,461
9	Concrete curb & gutter - 25%	6,685	2,616	78		2,695	78		2,773	78		2,851
10	Concrete curb & gutter - 30%	8,022	1,346	98		1,444	98		1,542	98		1,640
<b>ASPHALT PAVEMENT</b>												
11	Asphalt pavement - Scully Park	6,092	5,109	246		5,355	246		5,600	246		5,846
12	Asphalt pavement - Mineola Park	11,776	9,876	475		10,351	475		10,826	475		11,301
13	Asphalt pavement - sealcoat - ini	2,045	1,143	113		1,256	113		1,369	113		1,481
14	Asphalt pavement - sealcoat - mi	2,153	602	129		731	129		860	129		989
15	Asphalt pavement - sealcoat - fin	2,368		148		148	148		296	148		444
16	Asphalt pavement - Roseberry ps	7,992		499		499	499		999	499		1,498
17	Asphalt pavement - sealcoat - ini	904	758	36		794	36		831	36		867
18	Asphalt pavement - sealcoat - mi	951	532	52		584	52		637	52		689
19	Asphalt pavement - sealcoat - fin	1,047	293	63		355	63		418	63		481
20	Asphalt trail - 33 percent	18,536	13,819	1,179		14,998	1,179		16,177	1,179		17,357
21	Asphalt trail - 33 percent	18,536	6,909	1,453		8,363	1,453		9,816	1,453		11,269
22	Asphalt trail - 33 percent	18,536		1,545		1,545	1,545		3,089	1,545		4,634
<b>GENERAL SITE IMPROVEME</b>												
23	Entrance features - tuckpointing	1,100	861	40		901	40		941	40		981
24	Entrance features - lighting	2,600	2,035	94		2,129	94		2,223	94		2,318
25	Entrance features - signage	4,500	3,522	163		3,685	163		3,848	163		4,011
26	Segmental retaining wall (10%)	19,262	15,078	697		15,775	697		16,472	697		17,170
27	Segmental retaining wall - wood	12,520	9,800	453		10,254	453		10,707	453		11,160
28	Wood stockade fence	16,128	12,625	584		13,209	584		13,792	584		14,376
29	Wood rail fence	1,456		73		73	73		146	73		218
30	Concrete creek crossing	11,750	7,358	399		7,757	399		8,157	399		8,556
<b>RECREATION FACILITIES</b>												
31	Multipurpose court base	26,460	23,671	930		24,601	930		25,530		(26,460)	
32	Multipurpose court - repair/resur	9,555	4,274	1,760		6,034	1,760		7,795	1,760		(9,555)
33	Multipurpose fence	6,192	4,847	224		5,071	224		5,295	224		5,519
34	Tennis court base	45,360	23,671	2,711		26,382	2,711		29,093	2,711		31,804
35	Tennis court - repair/resurface	12,600	5,636	2,321		7,957	2,321		10,279	2,321		(12,600)
36	Tennis court fence	8,100	6,340	293		6,634	293		6,927	293		7,220
37	Tot lot - slide	3,500	2,544	137		2,681	137		2,817	137		2,954
38	Tot lot - swing	2,250	1,635	88		1,723	88		1,811	88		1,899
39	Tot lot - wood border	2,240	2,171	35		2,205	35	(2,240)		149		149
40	Tot lot - wood fence	2,640	1,919	103		2,022	103		2,125	103		2,228

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**Rules and Regulations**  
**Roseberry Community Association Inc**

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# **Architectural Guidelines**

## **1 General Information**

### **1.1 Introduction**

Roseberry is a planned community, which includes 293 residences. As with most homeowner's associations, property within Roseberry is divided into two basic categories: private ownership of the homes and lots purchased by individuals, and corporate ownership of common properties, including land, by the homeowner's association. The Roseberry community association is a nonprofit corporation of which all property owners in Roseberry are members. Just as other business corporations, a Board of Directors elected by the members of the association is responsible for the policies regarding the operation of the Roseberry Community.

Although each lot is owned privately, and the common areas are for use by all members of the association, there are certain restrictions and guidelines for the use, improvement, and alteration to the properties within Roseberry. By monitoring the exterior design of improvements within Roseberry and by regulating the use of properties within the community, the association is able to maintain a high standard of aesthetic quality, community identity, and functionality which enhances property values.

The architectural guidelines set forth in this document have been established by an Architectural Control Committee (ACC), which is appointed by the board, and the Board of Directors for the purpose of informing all owners within Roseberry of the applicable regulations for new construction, alterations, changes and improvements to properties within the community and to help guide owners in preparing their applications seeking approval.

### **1.2 Authority For This Document**

Under the declaration of covenants and conditions, architectural control, which governs the use and development of all properties within Roseberry, no building, fence, wall, swimming pool, deck, porch, landscaping (including all plants, flowers, shrubs, trees, and vegetation of any type) 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, but not limited to, any change of color, storm doors, windows, or screens) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, dimensions, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the architectural control committee, as hereinafter defined) 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 association board or an architectural control committee appointed by the association board. In addition, other provisions of the declaration specifically authorize the association to regulate certain matters, such as the exterior paint color of the homes, and the maintenance and upkeep of front lawns and facades.

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## 1.3 Government Rules And Regulations

In addition to compliance with the rules and regulations of the association, homeowners and residents are required to comply with all Virginia, Prince William county, and federal laws, statutes, rules, regulations and ordinances. Any acknowledgment or approval by the association of a homeowner's request is not intended to indicate that homeowners or residents have complied with local, state, and federal laws. The homeowner is responsible for obtaining building and other regulatory permits and for calling **Miss Utility** before digging.

## 1.4 Application Process

Any changes to property must be requested in writing to the Roseberry Community Association, in care of the management company, as set forth in the declaration of covenants and conditions, architectural control. The following lists the guidelines set by the Board of Directors and/or the ACC used in considering requests for changes or additions by individual homeowners. The following is not meant to rule out other materials or reasonable differences from them, but any change or addition must be approved by the Board of Directors or the ACC. Unless stated otherwise, a written application is required. (see **appendix A** for sample application.)

It is *recommended* that all requests be submitted at least ninety (90) days before a project is scheduled to begin. Remember that the ACC and the Board of Directors are **volunteer** groups working for you and your community. Given the number and variety of requests, it is impossible to provide instant response to any request. All requests are given timely consideration, according to the **Declaration of Covenants and Conditions**, and all requests are answered in writing.

All requests for approval must be submitted by the **homeowner** and all correspondence relating thereto will be to the homeowner **only**. No requests made through contractors will be considered. Failure to obtain proper approval for changes or additions under architectural guidelines may result in written notification from the Board of Directors requiring the removal of any change or addition, assessment of monetary penalties and/or referring the matter to an attorney to compel compliance with architectural requirements.

You must -

- a. Carefully plan your improvement or modification to conform to the guidelines.
- b. Complete an architectural improvement form.
- c. Include the information requested in the appropriate section of this document.
- d. Mail, fax, or deliver the completed application to the association's management company.
- e. Confirm receipt and promptly reply to any questions posed by the ACC or the Board of Directors.

An application is approved when notice is given to the applicant in writing by the board or its designated representative. No verbal approvals are given. The following two decisions may be issued:

**"approved as submitted"** - means no other information is needed and approved work may commence immediately.

"denied" means not approved. Reasons for disapproval will be given in writing. The board may also provide suggestions for revisions, but does not provide design solutions. A disapproval action requires a re-submittal by the applicant for review before any approvals can be given.

## 1.5 Time Period

The Board of Directors or ACC will try to consider each application in a prompt manner and provide a decision to the homeowner as soon as practical. In the event, however, the Board of Directors or the ACC fails to approve, modify, or disapprove in writing a correctly filed application within sixty (60) days, approval will be deemed granted. It is the responsibility of the applicant to contact the management company, prior to the commencement of any work, if notice has not been received within sixty (60) days. Total or partial disapproval will include the reasons for such disapproval. The 60-day period begins on the day the application is received by the ACC. It is the responsibility of the applicant to verify with the management company the date of receipt of any application filed.

All construction must be completed in accordance with the application and the plans as approved. Changes in design made after approval has been given, or during construction, must receive written approval by the board. Applicants requesting design change approvals should consult with the board to determine if additional plans and/or specifications are required.

Approvals given by the board or the ACC shall expire six (6) months from the date of approval for work that has not been started, unless an extension is requested and approved. Any approved work must be completed within 12 twelve (12) months the date of approval, unless an extension has been requested and approved.

## 1.6 Appeals And Exceptions

Should an application be aggrieved by any action or forbearance from action by the ACC Committee on the basis of The Covenants or Guidelines, and the Applicant feels that the submittal was misinterpreted or that there are extenuating circumstances which should qualify them for an exception from these requirements, they may appeal the decision of the ACC, within sixty (60) days, to the Board of Directors and upon request shall be entitled to a hearing before the Board of Directors.

In extreme circumstances and at the request of the homeowner, the board may grant exceptions to any of the standards in this document, on the basis of one or more of the following criteria:

- a. A property condition not created by the property owner, or any previous property owner, which cannot be reasonably corrected, and which precludes compliance with any standard.
- b. Any other conditions imposed on a property owner by the association or any other legal authority, which precludes compliance with any standard.
- c. Any significantly debilitating physical or medical condition of a property owner or tenant which precludes compliance with any standard (such exception shall be limited to the period of time that the property is occupied by the disabled person).

If an applicant feels that he or she has been unfairly denied approval by the ACC, an appeal may be filed with the President of the Roseberry Community Association Board of Directors .

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## **1.7 Enforcement**

Enforcement of these architectural guidelines shall be as stated in Roseberry's declaration of covenants and conditions, exterior maintenance and protective covenants and restrictions. In the event of a violation, including the failure to perform necessary exterior maintenance in a timely fashion, and upon written notice from the ACC or the Board of Directors , the violation must then be promptly removed or corrected.

In the event the violation is not removed or corrected action started within ten (10) days after written notice, the homeowner will be fined at the daily rate of \$10 for each day that the corrective action is not taken.

In the event the violation is a general maintenance item (ex. Trash cans, lawn up keep, ext.) And no corrected action is taken within ten (10) days after written notice; the homeowner will be fined at the rate of \$50 per occurrence.

## **1.8 Leased Units**

There is no restriction with regard to homeowners leasing his or her individual residence; however, all leased residences remain subject to the governing documents of the association and the rules and regulations regarding occupancy as set forth by Prince William County. Homeowners leasing their property are fully responsible for the actions of their tenants and will be held accountable by the association for any violation of the association's rules and regulations, and/or damage to any part of the common area. Tenants shall be subject to all of the rules and regulations of the association and ordinances set forth by Prince William County. Homeowners will be responsible for providing tenants with copies of the association's documents in their entirety. Persistent or extreme failure by a homeowner's tenant to comply with the association's documents may be grounds for the association to request and pursue termination of the lease.

## **1.9 No Waiver And No Precedent**

Similar to the provision stated in the community's declaration, the failure to enforce any provision of this document shall in no event be deemed a waiver of the right to enforce it later. Also, a variance granted for one property shall not create a precedent for another.

## **1.10 Severability**

Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

## **2 Maintenance Requirements**

Every homeowner and non-owner resident in Roseberry is responsible for maintaining the appearance standards of his or her own property, to include such items as mowing grass, removal of trash, removal of dead vegetation, structural maintenance, and overall appearance. Approval is required from the association prior to making any modifications or changes to the exterior appearances of individually owned houses or lots. Homeowners and non-owner residents are required to maintain property in substantially the same appearance and condition as approved. Normal wear and aging of materials and finishes is to be expected; however, when the material or finish begins to break down physically, the design

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and appearance is no longer representative of the original approved designs for the house or property.

Any resident, who sees an apparent violation of the design and appearance standards and becomes concerned, shall contact management and file a complaint or a request for the association to investigate it. The association will investigate all verifiable complaints or requests.

Maintenance of common areas is the responsibility of the association.

Dumping of debris or lawn clippings on common areas/open spaces is prohibited. Storage of personal effects on common areas by individual lot owners is prohibited. See section **3.51 Trash**, for further information.

## **2.1 Dwellings And Structures**

Residents are responsible for maintaining the exterior of his or her living units and any other structures on their lots such as decks, fences, sheds, and play equipment.

The following items represent **some** of the conditions which would be a violation of the architectural guidelines:

- a. Peeling paint on rake board, eaves, trim, doors, sheds, etc.
- b. Play structures which are broken or in need of re-staining or repainting
- c. Fences and gates with broken or missing parts
- d. Decks with missing or broken parts
- e. Dented, loose or missing siding
- f. Broken or missing window grids
- g. Broken or missing windows or doors
- h. Broken or missing exterior lampposts, or those which are in need of repainting
- i. Broken shutters, or those which are in need of repainting
- j. Decks/fences/siding/ext. Showing excessive aging or discoloration need to be pressure washed.

The items listed above are examples of violations and **are not** intended to be a complete list.

## **2.2 Land Maintenance**

Lawn and turf areas shall be mowed at regular intervals, maintaining a neat appearance and a maximum height of 6 inches (allows for growth over a high cut of 3 inches). Planted beds shall be kept in a neat and orderly manner. Weeds shall be controlled in both lawn areas and planted beds. Trees and shrubs shall be routinely trimmed to maintain a well-groomed appearance. Dead or dying plants shall be promptly removed. Owners/residents are responsible for ensuring that their property is protected from soil erosion and that drainage from the property does not hinder natural drainage or divert drainage to adjoining properties.

## 3 Guidelines By Topic (Alphabetical Order)

### 3.1 Additions, Alterations And New Construction

No structure or addition to a structure shall be erected, placed, changed or altered on any lot until the plan and specification, including elevation, material, color and texture and a site plan showing location of improvement shall be filed with and approved, in writing, by the Board of Directors of the association or an ACC appointed by the board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, or appurtenances to any of the aforementioned. Additions, alterations and new construction external to the existing living units include, but are not limited to, storage structures, sun rooms and decks. See individual categories for additional information. (**reference Declaration of Covenants and Conditions, Article VII**).

The following general standards and guidelines regulate construction on the properties and common areas of Roseberry. The Board of Directors or ACC will have the authority to interpret these standards and guidelines, and will have the authority to determine compliance therewith.

- a. All additions, alterations, new structures and improvements constructed upon any property within Roseberry must conform in all respects to the ACC or board approval, as well as meeting all county approved site plans, construction plans, building permits and other federal, state and local construction and development standards and requirements.
- b. The architectural design, character, form, scale and proportion of all additions, alterations, structures and improvements will be harmonious with the design and character of the existing house, adjacent houses and structures.
- c. Roofs must be architecturally compatible with the roof on the applicant's house and shingles must be compatible with the main dwelling.
- d. New windows and doors will match the original type used in the applicant's house and will be located in a manner which will relate well to the location of exterior openings in the existing house.
- e. If changes in grade or other conditions which affect drainage are anticipated, they must be indicated. Approval will be denied or revoked if adjoining properties are adversely affected by changes in drainage.
- f. Construction materials must be stored to minimize adverse views from neighboring properties. Excess materials should be removed immediately after construction is completed. No debris will be allowed to accumulate during construction.
- g. Should a construction project be large enough to require a stand alone debris container, a separate application is required for approval for the location and length of time on the property site.

An application is required for all external additions, alterations, changes and new construction and must contain the following:

Property plat/site plan showing location of proposed and existing improvements on the lot, and all existing improvements on adjoining lots including the approval plans from the county for construction projects.

Exterior elevations for the proposed improvements

Specifications of materials, size, color scheme, and other details affecting the exterior appearance of the proposed building

Description of the plans or provisions for landscaping or grading

Copy of any building permit required under applicable ordinances, to be delivered prior to the commencement of construction

Estimated start and completion dates

### **3.2 Address Numbers**

Address numbers must be visible and legible from the street. Address numbers are required on all houses. Address numbers may be affixed to either:

- a. The plaque to the right or left of the front door as originally positioned by the builder; the height of the house numbers shall be no less than three inches (3") and no more than six inches (6").
- b. Alternatively, a mailbox as long as it conforms to the standards in section 3.34 mailboxes and mailbox numbers.
- c. Alternatively, the curb as long as it conforms to the standard in section 3.2(a).

### **3.3 Air Conditioners, Mechanical Or Electrical Devices**

Only equipment that is an accessory to the residence (i.e., A/C units, heat pumps, etc.) is permitted on any lot in Roseberry. No permanently placed machinery or equipment for any use other than as an accessory to the residence is permitted.

Exterior components of heat pump or air conditioning units shall be located on the side of or in the rear of the house within the fence line as originally installed by the builder.

### **3.4 Antenna's/Satellite Dishes**

**Telecommunications act of 1996:** in the past, Roseberry's declaration of covenants and conditions, has prohibited all exterior television antennas. However, the *telecommunications act of 1996* states that associations can no longer "impair" member's rights of receiving a television signal from satellite dish antennas (less than 1 meter in diameter). Although the act allows the use of masts when necessary to achieve adequate signal reception up to twelve feet above the roofline without specific approval, it also grants communities the ability to establish and enforce guidelines regulating the location, installation, and color of these antennas, when such rules do not significantly impair signal reception, unreasonably delay the installation of the antenna, or cause an unreasonable financial burden to the homeowner. As such, the following regulations regarding antenna's and satellite dishes apply:

Dtv antennas are to be mounted to approved satellite dishes or located inside the dwelling (usually the attic).

Vhf and Uhf regular TV antennas are to be located inside the dwelling (usually the attic).  
**(reference declaration of covenants and conditions, article vii, section 7.07, letter I).**

Satellite dishes shall be approved if the following criteria are satisfied by the applicant:

- a. The device is 39 inches or less in diameter
- b. The device is located in an area on the lot where it is compatible with the natural setting of the home and neighborhood, namely:
  - Entirely within and entirely below the height of an approved privacy fence which fully encloses the rear yard, or
  - On the rear side of the roof
- c. The device is the color and material that is reasonably compatible with the color and materials of the home.
- d. The device does not adversely affect the safety of others or the reception of the radios, phones and television sets of neighbors.

The association has no obligation whatsoever to maintain common areas or any other property in order to provide or maintain unobstructed line of sight for satellite, Uhf, Vhf, or Dtv signals. Residents will not be permitted to cut, prune, or otherwise clear trees, shrubs or other vegetation from common areas in order to provide or maintain unobstructed line of sight for satellite, Vhf, Uhf or Dtv signals, nor are the lot owners allowed to clear their own property if in violation of association or county guidelines.

The ACC reserves the power to approve applications for satellite dishes in locations other than set forth above, if a dish, 1) would not receive sufficient signal strength for adequate reception in any of the settings described above and 2) meets all of the other criterion set forth in a, c, and d.

The ACC reserves the power to approve applications for antenna's in locations other than set forth above, if the antenna would not receive sufficient signal strength for adequate reception in the setting described above.

In either instance, the applicant shall inform the ACC in the application of 1) the problem with signal strength as determined by a professional installer, and 2) the desired location. Under such circumstances, the ACC shall review the alternative location proposed by the applicant to ensure that it is necessary to afford sufficient signal strength for reception and causes the least amount of visual intrusion in the neighborhood. The ACC may require the applicant to install inexpensive visual barriers, such as lattice or landscaping, around the device in order to diminish any adverse visual effect which may be caused by the installation of the device or may require the applicant to locate the dish in another setting so long as the dish or antenna is still capable of receiving sufficient signal strength for adequate reception.

### **3.5 Awnings**

Awnings installed in the front of the home are prohibited. Awnings installed in rear yards require an application. Window awnings, whether in front or rear yards, are prohibited. Aluminum awnings are also prohibited, awnings must be in colors that blend into the surroundings.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings or color brochure
- Description of color and materials to be used

### **3.6 Attic Ventilators, Radon Ventilating Pipes, Stovepipes & Metal Flues**

Attic ventilators and turbines are encouraged. Exterior vent must match the siding or trim on the house if mounted on a gable end. Roof locations shall be on the least visible side of the ridgepole. Radon ventilation pipes shall be attached to the rear of the house or exit through the roof. If located on the rear, the pipe shall be painted to match the color of the siding or trim. Stovepipes, flues and other similar devices must originate inside the structure and exit only through the least visible side of the roof ridgepole; otherwise, they will be treated as chimneys (**see section 3.10**). ACC approval is required for new fixtures. The location and visibility of such a fixture may require the owner to paint the fixture to blend with the roof or house colors.

An application is required and must contain the following:

- Description of unit including color and dimensions.
- Property plat/site plan showing proposed location.
- Detailed drawings
- Description materials to be used

### **3.7 Barbecue Grills, Permanent Grills, Stands And Outdoor Fireplaces**

Permanently installed barbecue grills, stands, and outdoor fireplaces must be located in the rear yard and must be approved prior to installation. Portable grills, stands and outdoor fireplaces must be located in the rear yard, but do not need approval. All grills, stands, and outdoor fireplaces must be maintained in good condition.

Permanent gas and charcoal grills can only be built in the rear yard of the house and 20 feet from any structure, fences, trees, decks, and as far as practical from the adjacent property lines. It is recommended that you review PWC requirements prior to submitting your request form.

### **3.8 Basketball Setups**

Backboards shall be affixed to permanent, semi-permanent, or temporary free-standing poles (i.e., portable type setups) with the following stipulations:

- a. Pole must be located a minimum of 10 feet from a side lot line.
- b. Poles must be painted brown or black.
- c. Temporary/portable basketball setups must be located on the homeowner's property at all times, following the guidelines established under (a) above.
- d. No court marking may be painted, drawn or temporarily affixed to the playing surface, unless it is located behind the rear plane of the house and screened from adjacent homes.
- e. The backboard, rim, pole, and net must be maintained in good condition at all times, with no evidence of peeling paint or rust.

Permanent basketball setups require an application which must contain the following:

- a. Property site plan/plat showing the proposed location of the basketball setup including distances from property lines and house.
- b. Description of setup including colors of pole and base, and method of installation.

### **3.9 Ceiling Fans (Outdoors)**

Ceiling fans are only allowed for screened porches on backside of the house. In an effort to maintain the aesthetic standards in Roseberry, fans must match the color of the porch ceiling or pergola.

### **3.10 Chimneys**

New/additional chimneys shall either match the house's existing chimney(s) or shall be constructed with brick that matches existing brickwork, if any, on the house. Chimney is defined to include a device or structure that is attached, in whole or in part, to the side or rear of a structure and serves as a means of venting the products of combustion. This includes combustion from fireplaces, wood or coal-burning stoves, furnaces or other combustion device, that must have its combustion products vented to the exterior.

An application is required and must contain the following:

- Description of unit including color and dimensions.
- Property plat/site plan showing proposed location.
- Detailed Drawings
- Description Of Color And Materials To Be Used

### **3.11 Clothes Lines**

No clothing, laundry, or wash shall be aired or dried on any portion of your property.

### **3.12 Common Area**

No landscaping or other modifications may be made on the common area except by the express authority of the Board of Directors. No debris, or objects of any kind, are to be dumped or stored on the common area. Residents depositing trash, debris or objects, or causing damage to the common area will be held responsible for any costs incurred by the association to return the common area to its original condition.

### **3.13 Compost**

Compost piles for grass clippings and leaves must be properly maintained so as not to be offensive to neighbors and must be located in the rear yard only.

Compost should be contained in prefabricated composting bins.

Compost piles and bins must be maintained in good condition and shall only be used for grass clippings and leaves. Discarding of food and food by-products into compost piles is prohibited.

Compost bins meeting these requirements do not require an application.

### **3.14 Decks**

Decks must be located in rear yards, directly behind the house, and must be maintained in safe condition and repair and must comply with all Prince William County and building code requirements. Decks are not permitted in the front of the house.

Wood decks may be left to age naturally or may be stained with transparent or semi-transparent stain. Stain colors for decks must be a natural wood color or painted to match the trim color on the house. Color must be stated in the application and approved.

When deck plans include other exterior changes such as fencing, lighting, plantings (trees, shrubs, planter boxes, etc.), sheds, hot tubs, etc., other appropriate sections of these guidelines should be referenced.

If the under deck area will be used for storage, lattice walls must be used.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials to be used

### **3.15 Disturbances**

No noxious or offensive activity shall be carried out upon any portion of the residential property nor shall anything be done or permitted to remain on any lot which may be or may become a nuisance or annoyance to the neighborhood.

### **3.16 Dog Houses, Pets, And Dog Runs**

Dog houses no larger than nine (9) square feet are permitted, as long as they are located behind the dwelling, within the confines of a fenced yard, and are well maintained.

No domestic livestock or wild animal shall be kept or maintained on any lot; however, any common household pet may be kept or maintained provided that they are not kept, bred, or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding lots or the neighborhood and are subject to state and county ordinances and regulations.

Roseberry Community Association Amended Guidelines  
Section 3.17 Doors  
Updated June 2015

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### **3.17 Doors**

Full view or modified full view storm doors are permitted and must be compatible with exterior design and color and shall be finished to match the woodwork trim color or the front door. Full view storm doors are preferred, but not required. Excess ornamentation not consistent with other ornamentation on the house will not be approved. Damaged or unsecured door units shall be repaired or replaced. Clear finish aluminum will not be approved. Storm door installation requires the submission of an architectural improvement form.

An application is required for a storm door and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual picture or brochure of storm door
- Description of color schemes used on houses adjacent, across and diagonal from applicant's house

Replacement front doors shall be compatible with exterior design and color.

Broken storm or front doors must be repaired or replaced promptly, not to exceed ten (10) days.

Approval is not required for back door replacement, but the door must be in proper order, condition, and repair.

It is the responsibility of the pet owner or custodian to clean up any waste deposited by his or her pets on private or common area property. Failure to do so is in violation of Prince William County ordinance. Dogs over four months old must be licensed annually through Prince William County and vaccinated against rabies. All dogs must have a license tag securely attached to a collar and worn whenever the dog is off the owner's property. Cats over four months old must be inoculated against rabies but are not required to be licensed.

Dog runs are prohibited.

### **3.17 Doors**

Full view or modified full view storm doors are permitted and must be compatible with exterior design and color and shall be finished to match the woodwork trim color or the front door. Full view storm doors are preferred, but not required. Excess ornamentation not consistent with other ornamentation on the house will not be approved. Damaged or unsecured door units shall be repaired or replaced. Clear finish aluminum will not be approved. Storm door installation requires the submission of an architectural improvement form.

An application is required for a storm door and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual picture or brochure of storm door
- Description of color schemes used on houses adjacent, across and diagonal from applicant's house

Replacement front doors shall be compatible with exterior design and color. Replacement front door installation will require the submission of an architectural improvement form.

An application is required and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual picture or brochure of replacement door
- Description of color schemes used on houses adjacent, across and diagonal from applicants' house

Broken storm or front doors must be repaired or replaced promptly, not to exceed ten (10) days.

Approval is not required for back door replacement, but the door must be in proper order, condition, and repair.

### **3.18 Driveways**

Existing driveways must be paved and maintained in good repair. The association may require correction of asphalt pavement that has multiple cracks, indentations or ruts, broken pieces, large oil stains, etc. Repair or replace section of pavement with matching asphalt.

Applications for alterations or new installation will be considered on a case-by-case basis and **only** after a thorough investigation is completed by Prince William County of the adverse impact on adjoining properties and the community as a whole.

An application is required and must contain the following:

- Site plan showing location, dimensions and distance from adjoining properties
- Description of materials to be used
- Study indicating impact on surrounding property

### **3.19 Exterior Color Changes And Application**

An application is not required in order to repaint a house or trim if the original color is matched. All exterior color changes must be applied for and approved. Color selections must be harmonious with surrounding dwellings and the general color scheme in Roseberry. Colors must be representative of the original exterior color scheme as used by the builder. This requirement applies to siding, entrance doors, shutters, trim, roofs, porches, lampposts and other structures. It is the responsibility of the applicant that the finished, dried paint matches the color of the paint approved by the ACC or the Board of Directors . Additional requirements are:

- a. Only the materials existing on the dwelling or compatible with the architectural design and character of the community will be approved.
- b. Exterior color changes will be approved only if the proposed color is in harmony with the other existing dwellings in the community and if the color matches colors originally employed in the community. Colors selected must be harmonious with each other and with other finishes such as masonry and roof colors.
- c. No two adjacent dwellings may have painted areas with the same shutter colors, or may more than two dwellings in a connected row have painted areas of the same colors.
- d. Only those areas that are painted may be repainted. Unpainted areas and unstained areas such as brick and fencing (public exposure) shall remain unpainted and unstained. Basement foundations may be painted the same color of the house trim.
- e. All eaves and rake boards shall be the same color.
- f. window trim, door trim, decorative rails and columns shall match the eaves and rake board trim.
- g. Shutters and doors shall be the same color and should be a different color or shade of color from the trim color.
- h. Completion is required within thirty (30) days of initiation.
- i. Vinyl wrapping of external trim is acceptable with ACC approval.

An application is required and must contain the following:

- List all existing exterior colors on the house and other structures and include a color photograph
- Actual color samples of the new colors to be used
- Description of color schemes used on houses adjacent, across and diagonal from applicants' house

### **3.20 Exterior Decorative Objects (Front of House)**

In keeping with the design intended by the original builder, and to provide a sense of uniformity and continuity, unless otherwise stated, all exterior decorative objects in the front of the house must be submitted for approval.

Portable outdoor furniture may be used in the front of a home on a temporary basis only. Portable outdoor furniture may not be stored on front stoops, entryways or in front yards. Portable outdoor furniture must be designed and intended for outdoor use, and must be stored out of view when not occupied. Portable outdoor furniture is defined as chairs or benches made of plastic or aluminum, any type of folding chairs, stadium type chairs, or other forms of outdoor seating of any kind that can be moved with little or no effort. No application is required when these requirements are met.

Permanent outdoor furniture must be arranged in an orderly fashion and must be in keeping with the style of home in which you live. In addition, the furniture must be designed and intended for outdoor use and must be safely and appropriately installed. Permanent outdoor furniture will be limited to a maximum of two chairs or one bench per lot. Permanent outdoor furniture is defined as chairs constructed of dark colored (black or green) wrought iron or benches constructed of dark colored iron, wood (natural wood colors only), or a combination of wood and iron. Picnic tables and/or benches, Adirondack chairs and swings of any kind in the front of the house (front yard or porch) are prohibited. Permanent outdoor furniture, located in the front of the home, requires approval prior to installation.

Changes in all attached, permanent, exterior decoration (i.e., trim, etc.) Must first be submitted for approval. Changes in doorknockers, kick plates, and security viewfinders do not require approval.

All exterior decorative objects, in excess of one and one-half (1.5) feet in height and eight (8) inches in width and depth require approval. Exterior decorative objects must be maintained in good appearance and must be compatible in general style and in quality of materials and workmanship with the architectural characteristics of the home, adjoining homes, and the neighborhood setting. Decorative objects must not contain colors or color combinations considered excessively bright, garish, jarring, overly reflective or luminescent. Decorative objects must compliment the overall appearance of the home and not detract from it in any way that draws attention to the object. Objects must not substantially intrude by sight, sound, or smell upon adjoining homes or the neighborhood setting. Landscape designs, including decorative objects, must maintain 80% of yard in grass or live ground cover.

Holiday decorations (including decorative flags and banners) do not need approval, but are permitted only thirty (30) days prior to and after the commemorated holiday.

#### **3.20.1 Decorative Ponds, Waterfalls & Fountains.**

Decorative ponds, waterfalls and fountains are to be installed only at the rear of the house and the site shall not change the original water drainage. An application is required for ponds and waterfalls.

An application is required and must contain the following:

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- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials to be used

### **3.21 Exterior Lighting**

The originally installed post fixture, or an approved replacement must be in place, be properly maintained, and be illuminated from dusk to dawn. An application for light pole replacement must be filed with the ACC or the Board of Directors prior to replacement.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used
  - Photo or brochure of light pole
  - Documentation providing proof light pole will be equipped with mechanism allowing dusk to dawn operation
  - Colored bulbs, of any kind, are prohibited

Replacement fixtures must be in keeping with the style of the original pole fixture.

Requests to remove light poles will not be approved. Requests to install wall mounted exterior lights, in lieu of light poles, will not be approved.

Requests to add wall mounted exterior lights in addition to pole-mounted lights will be considered. Decorative front door light fixtures shall be compatible in style and finish with the traditional style of the houses in Roseberry.

No exterior lighting shall be directed outside the boundaries of a lot. High intensity house or pole mounted area lights are not permitted. (high intensity light means, but is not limited to, any fixture using mercury vapor, metal-halide, or sodium vapor lights.)

### **3.22 Facades**

It is the responsibility of each homeowner and non-owner resident to maintain his or her existing house facade in substantially the same material condition as originally built. There is a similarity in the architecture of the front or street facades in Roseberry. Brick, siding, trim, roof, and shutter colors, provides other differences. Any proposed modification, which substantially alters the appearance of any front facade, will not be approved. Rear facades have not received the same formal design treatments as the front facades. The board or ACC may exercise more discretion in the consideration of modifications to the rear of houses when modifications are proposed that will not detract from the overall building appearance.

Missing, hanging, broken or otherwise unsightly siding, trim and shutters must be repaired/replaced as promptly as possible. No application is needed for replacement of siding, trim or shutters that match existing compliant colors, materials and design.

Exterior siding, architectural trim and detailing shall be consistent with the original design theme of the house. Eaves, cornices, rakes, columns, corner boards, etc., shall be consistent with the style of the house and existing trim and sized appropriate to the scale of the house. Exact replacement of these elements (materials and colors) does not require approval. An application is required for changing siding, trim, and/or shutter color. See section on **Exterior Color Changes and Application**.

Shutters are required to be maintained on all front and side windows except where they were not included in the original facade design. Damaged or missing shutters or elements of shutters are required to be repaired or replaced with the same style and material unless a new style or material is approved. If approved, all shutters must be replaced in the new style or material. Replacement using the same style, material, color, and size (within 1 inch) does not require approval as long as all the shutters on one level of the facade are replaced. Shutters shall be sized appropriately to the window. Shutter height should be roughly equal to the window sash height. Rear window shutters will not be approved. Shutter width shall be approximately one half of the window width of single windows.

All masonry work must be maintained in good repair. No application is needed for replacement of masonry work that matches existing compliant colors/materials. An application is required for changing masonry work and/or color. See section on **Exterior Color Changes and Application**.

### **3.23 Fences**

Fences are not required; however, rear yards not enclosed within a fence will be subject to the same rules regarding maintenance and upkeep as front yards. Removal of existing fencing requires an application and approval from the ACC or the Board of Directors.

All fences, unless replacing with like and kind of an existing conforming fence, require an application and approval from the ACC or the Board of Directors.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- County approval
- Detailed drawings and any brochure
  - Description of color and materials to be used

Regulations for the construction and approval of fences are provided below:

- a. Fences will be made of wood only. Chain link fences are prohibited.
- b. Fence heights shall be no less than 6 feet and no greater than 8 feet, including all decorative trim, etc.
- c. Fencing finished on one side only must have the finished side facing out.
- d. Gates shall be constructed of the same material and be of the same height and color as the fence.
- e. Fences are only allowed in back or side yards and cannot be forward of the roof gable.
- f. Vinyl fencing is prohibited.
- g. Fences may be board-on-board, basket weave or stockade.

- h. The use of tree trunks (natural wood or stone) to divide property lines is prohibited.
- i. Fences may be stained with transparent or semi-transparent stain. Stain colors for fences must be a natural wood color. Stain color must be stated in the application and approved. Painting is not permitted. All fences must be maintained/cleaned in proper and safe order, condition, and repair.

**Exceptions:**

Temporary fences or wickets up to eighteen (18) inches in height are excluded from the foregoing requirements, but must conform as follows:

- a. Temporary fences to protect property improvements during period of establishment (ex: lawn seeding, new sod planting, etc.).
- b. Wickets and lattice-type fences, seasonal in nature (march through October) to protect individual plantings or flower beds must be in good repair (not rusty or broken). All other decorative fences are prohibited.
- c. Seasonal fences may not be used as perimeter fencing for lot boundaries.

### **3.24 Firewood**

Firewood shall be stored within the confines of the rear yard. Firewood should be stacked in piles which do not exceed eight feet in length, four feet wide and four feet in height for safety considerations. For units without fences, firewood shall be neatly stacked in such a manner as to avoid adverse visual impacts for adjoining properties.

Firewood may not be stacked in common areas. No application is required if stated guidelines are met.

### **3.25 Flagpoles**

An application is required for permanent flagpoles. Permanent flagpoles shall not exceed 12 feet in height. Color and location shall be appropriate for the size of the property and background. Permanent freestanding flagpoles must be installed and maintained in a vertical position. Applications are not required for temporary flagpole staffs not exceeding 6 feet in length and attached to an incline to the front wall or pillar of the house.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials of flagpole to be used

### **3.26 Front Stoops, Entryways And Railings**

Front stoops and entryways are only permitted on homes within Roseberry that originally contained stoops and entryways, as part of their original design, and must be maintained in good repair. An application is required when replacing/modifying existing front stoops and entryways.

Front stoops, entryways, and iron hand railings on stairs shall not be modified from their existing design without approval. Any required replacement shall utilize materials and designs identical to the existing structure.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used
  - Method of installation including a description of any grading changes and resulting impact on adjacent properties
  - Expected date of completion

### **3.27 Garage Doors**

Must Be maintained in the original Color.

### **3.28 Gazebos**

See section on additions, alterations, and new construction.

### **3.29 Greenhouses**

Only greenhouses attached to the house or incorporated within a deck structure and attached to the house are permitted. An attached greenhouse used for planting material will be treated as an addition to a dwelling until and subject to the same level of review.

Attached greenhouses must meet the following criteria to be approved:

They must be attached to the rear plane of the house

The size and design must be architecturally compatible with the house and surrounding houses.

It shall present a neat appearance in and outside of the greenhouse.

Greenhouses shall not be used for any commercial purposes whatsoever.

An application is required. Also see section on **Additions, Alterations, And New Construction.**

### **3.30 Gutters And Downspouts**

Gutters and downspouts must be properly secured to the house and maintained.

Discharge from downspouts must not adversely affect drainage on adjacent properties.

Missing, hanging, broken or otherwise unsightly gutters and downspouts must be repaired/replaced as promptly as possible.

No application is required for replacement of existing gutters and downspouts as long as they match the profiles of the existing units and color matches trim. An application is required for installation of additional gutters and downspouts or change of color or type of

existing gutters and downspouts. Also, see section on **Exterior Color Changes and Application**.

### 3.31 Hot Tubs/Spas

An exterior hot tub or spa must be located at the rear of the house. The hot tub or spa must blend with the exterior finish of the home, deck, or patio to which it is connected.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description and dimensions of screening, if any, and landscape plan if applicable

### 3.32 Holiday Décor

No application is required for temporary display of Christmas or other holiday decorations. Decorations shall be installed no earlier than one (1) month before the first day of the month in which the first day of the holiday is observed and shall be removed no later than the last day of the month following the month in which the last day of the holiday is observed. (for example, if a multi-day holiday is observed from the end of November through the beginning of December, decorations can be installed from October 1 through January 31. For Christmas decorations, the display period is November 1 through January 31).

### 3.33 Landscaping

All landscaping shall demonstrate sensitivity to the interests of adjacent property owners to enjoy light and open views. Landscaping may not obstruct sight lines for vehicular traffic. Landscaping must not adversely affect drainage on neighboring properties or utility lines. Trees and bushes should be spaced so they will not overhang property lines, sidewalks, and common property in the foreseeable future. Hedges and shrubs used in landscaping must be trimmed to a maximum height of five (5) feet and maintained in an orderly fashion. Hedges and shrubs used as property dividers must be trimmed to a maximum height of three (3) feet and maintained in an orderly fashion. Call **Miss Utility** or other applicable authorities before you dig.

Stone, rock groupings, tree trunks (wood or stone), gravel, and pebbles are prohibited along property lines.

Landscape designs of such a scale or type as to be inconsistent with the existing design features of the house, adjacent houses and the community, are prohibited. Landscape designs must maintain 80% of yard in grass or live ground cover. Examples of unacceptable landscape designs include the substantial or total removal of turf and replacement with another material, such as mulch or gravel.

Front and corner side yards shall be landscaped with a combination of seed or sod and, if desired, with plant beds and trees. All yards and landscaped plant beds must be neatly maintained, including removal of all weeds, dead growth, and unused stakes. Planting beds may be edged with commercially available edging such as decorative cast concrete, bricks,

stones, vertical wood edging or landscape timber edging. All other edging materials must be submitted for approval.

An application is not required for landscaping that meets the requirements stated above.

**For additional information, please reference the following sections: Exterior Decorative Objects, Rock & Stone Features, Sidewalks and Steps, Vegetable Gardens, and Walls (Retaining).**

### **3.34 Mailboxes And Mailbox Numbers**

All mailboxes must be the standard rural type style and one of the following sizes:

- o 6 ½" wide, 9" tall, and 19" deep
- o 8 ½" wide, 10 7/8" tall, and 20 ¼" deep

The mailbox must be mounted on a 4" x 4" square unpainted pressure treated post as is standard throughout the neighborhood. 4" x 4" mailbox posts made of composite wood-like materials are acceptable. Decorative mailboxes are prohibited. Magnetic mailbox covers are permitted.

Numbers on the mailbox or post shall conform to the following guidelines.

- Maximum height shall be 2" and maximum width shall be 1"
- The installation of top mounted guides for the display of house numbers, names, and or addresses is prohibited.

### **3.35 Parking – Vehicles And Equipment**

All cars and other allowed vehicles must be parked in driveways, designated parking areas, or appropriate street parking. Parking is not permitted on non-paved areas (whether homeowners' lots or common property). Major repairs to motor vehicles are not permitted on any lot, common area, or on any public or private street located within Roseberry. More complete information regarding Roseberry's parking and towing regulations can be found in parking resolution 2006-02.

#### **3.35.1 Recreational Vehicles**

No recreational vehicle and/or its related equipment may be parked or stored on residential property or private streets within Roseberry. Recreational vehicles include, but are not limited to, boats, boat trailers, motor homes, self contained or un-mounted campers, camper/tent trailers, mobile homes or trailers, any vehicles not regularly used for transportation such as unlicensed or inoperative vehicles, dune buggies, and collector automobiles not licensed for use on Virginia highways. (see **Appendix B**)

#### **3.35.2 Commercial Vehicles And Construction Equipment**

No commercial vehicle or construction equipment may be parked or stored on residential property or private streets within Roseberry other than on a temporary basis to provide services to an owner. Commercial vehicles are defined as:

- Any vehicle that is included in the Prince William County code, chapter 32, as being defined as commercial (see **Appendix B**)

- Vehicles displaying commercial signs or advertising
- Vehicles with visible commercial equipment or equipment that could be deemed used for commercial purposes
- Any private, school or church buses

### **3.36 Patios**

All patios require approval unless they are within the confines of a fenced property. Patios shall be located in rear yards and may not extend around to side or front yards. The scale, location, and design shall be compatible with the lot, house, and surroundings.

Any adverse drainage, which might result from the construction of a patio, shall be corrected by the homeowner.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used
- Method of installation including a description of any grading changes and resulting impact on adjacent properties

### **3.37 Recreation And Play Equipment**

Permanent or semi-permanent play equipment which constitutes a structure or is appurtenant to an existing structure requires approval. Examples include: playhouses, swing-sets, play-sets, etc.

The following factors will govern approval of permanent or semi-permanent equipment:

- A. Location. Equipment must be located in the back yard.
- B. Scale and design. Structures and equipment must be compatible with the lot size. The design and any visual screening are additional considerations in evaluations and may be required when there might be an adverse visual impact on other lots or the common area. Dimensions and photographs or sketches of play sets must be included in an application.
- C. Color and materials. While wood left in natural color to weather is encouraged, the wood may be stained with a semi-transparent or solid stain that must be the color of naturally occurring wood (oak color, redwood color, etc.) Metal play equipment must be repainted as needed to prevent rust. Tarps and/or canopies may be solid in color or can be 3 (three) primary color striped (red, yellow, blue). "Neon's" and any other bright colors are prohibited.
- D. Playhouses. Playhouses must be of a natural wood color, painted earth tone colors or match the color scheme of the house. Play houses must not be used as or converted into storage sheds.

All play equipment must be maintained in good condition and neatly situated at all times.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines

- Detailed drawings and any brochure
  - Description of color and materials to be used
- Landscape screening plan, if needed

### **3.38 Rock & Stone Features**

Stone, gravel, and pebbles are prohibited along property lines. Only natural color stone, gravel, and pebbles are permitted in landscape beds and between stepping stones. They are not permitted for outlining driveways. An application is required if the rocks or collection of rocks exceed 12 inches in width, depth, height, or length.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
  - Description of color and materials to be used

### **3.39 Roofs**

No application is required to replace roofing with the same color and materials. Application is required for change in roof color or type. See section on **Exterior Color Changes and Application**.

An application is required and must contain the following:

- Description of color and materials to be used
- Sketch of the house with changes are clearly shown

### **3.40 Satellite Dishes**

See section on antennas/satellite dishes.

### **3.41 Screened Porches**

Roofing materials on porch must match materials on main house. Screen porches must be behind the house. Side porches may be approved on a case-by-case basis. They must have a railing, and lattice skirts from porch to ground on all sides. They must also have architectural detailing to match the house (i.e., dental molding and fascia boards), side porches must be painted to match color of house siding or trim, providing the house in not in violation of these guidelines. See section on **Additions, Alterations, and New Construction**.

### **3.42 Security Bars**

The use of security bars or gates on windows and doors requires approval. Residents interested in increased security may wish to consider installing an alarm system that notifies a security company. This section is not intended to prevent use of a single bar on the inside of a sliding-glass door to prevent the door from opening.

### **3.43 Sidewalks And Steps**

All sidewalks and steps must be maintained in good repair. The association may require correction if concrete pavement has multiple cracks or spalled surface with loose aggregate.

Sidewalks must be installed flush to the ground. Only flagstone, brick, concrete, or pavers may be used. The scale, location and design must be compatible with the lot, house and surroundings. All sidewalks and steps must be installed pursuant to industry/municipality standards and local government regulations. Handrails are not required, but are advisable for safety.

An application is required for all new construction of sidewalks and steps, and for replacement or realignment of existing walks and steps. An application is required for the installation or replacement of handrails.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure
- Description of color and materials to be used. If using brick, color should match the color on the house
- Materials to be used in construction of handrails
- Method of installation plus a description of grading changes required, if any, and the resulting impact on the neighbors
- Estimated start and completion dates

### **3.44 Siding And Shutters**

Missing, hanging, broken or otherwise unsightly siding and shutters must be repaired or replaced as promptly as possible. No application is needed for replacement of siding or shutters that match existing compliant colors or materials. Application is required for changing siding and/or shutter color. See section on **exterior color changes**.

### **3.45 Signs**

#### **3.45.1 Real Estate Signs**

Only one sign advertising a property for sale or for rent may be displayed. Such signs may not exceed five (5) square feet in area. The signs may only be placed in the front yard of available properties. Two directional signs are permitted on a association common area beginning Fridays at 5 p.m. and ending Sundays at 7 p.m. Signs and signposts are to be maintained in vertical alignment and without any unsightly, broken, or loose hanging face boards. Real estates signs shall be removed within 72 hours after a sales or rental contract is finalized.

#### **3.45.2 Security Signs**

Security signs (alarm systems) shall not exceed 64 square inches in size. Two security signs are permitted per lot. No application is required if homeowner adheres to stated guidelines.

#### **3.44.3 Other Signs**

No sign of any kind larger than one (1) square foot shall be displayed to the public view in any lot.

### **3.46 Skylights**

All skylights must be located on the rear of the house on the back side of the main roof ridge and be no larger than 4 feet by 4 feet. Skylight frame and trim must be similar to color of roof. Approval is required.

### **3.47 Storage Sheds**

No temporary building is permitted on any lot. Certain types of permanent storage sheds are permitted as described in the sections below. No storage shed is permitted on association property.

#### **3.47.1 Manor Homes**

One storage shed is permitted on a single-family lot. A shed may not exceed 140 square feet of floor space and may be no taller than 12 feet. The shed must be located between the rear of the house and the rear property line and set back 6 feet or more from adjoining property lines. Design of the shed should be in harmony with the architecture of the community. It is recommended that shed construction be wood with an asphalt shingle roof however vinyl sheds can be submitted for approval. Sheds must be painted to match the siding and trim colors of the house or matching vinyl siding may be used. The shingle color is to match the existing roof on the house. No metal storage sheds are permitted on single-family lots.

#### **3.47.2 Village Homes**

One storage shed is permitted on a village home lot. A village home shed may not exceed 64 square feet of floor space and be not taller than 8 feet. The shed must be located between the rear of the house and the rear property line. Two types of shed construction are permitted on village home lots.

1. Wood sheds as described for single family homes. No metal storage sheds are permitted on village home lots
2. Vinyl sheds made by companies such as Rubbermaid (available at local building supply stores). These sheds must be beige, green, or brown color.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions of shed with elevation drawings (front, side and rear views)
  - Description of color and materials to be used
  - Method of installation including a description of any grading changes and resulting impact on adjacent properties
  - Expected date of completion
- Must match color of house and roof

### **3.48 Sprinkler Systems**

Sprinkler systems can have a positive effect on your property but may cause negative effects on your neighbor's yards. A lot survey is required to install a sprinkler system. It should be installed per PWC ordinances. Sprinklers may not spray water on sidewalks or areas outside the boundaries of your yard. They may not create ponding of water on property other than where they are spraying. Homeowners will be responsible for resolving any drainage issues on their own property, caused by their sprinkler systems.

An application is required when installing a sprinkler system.

### **3.49 Sun Controlled Devices, Patio And Deck Covers And Trellises**

The manner in which sun control is implemented has considerable effect on the exterior appearance of a house. Materials are available for application on the inside of windows to reduce thermal transmission and glare. These materials may provide effective and economical alternatives to awnings and trellises. Effective sun control can often be provided by such simple measures as planting trees to shade windows from undesired sun exposure. An application is required for patio and deck covers, trellises and other sun-controlled devices.

#### **Standards**

- A. Sun control devices or trellises shall be compatible with the architectural character of the house in terms of style, color and materials.
- B. Sun control devices or trellises shall be consistent with the visual scale of the houses to which they are attached.
- C. The location of any sun control device or trellis shall not adversely affect views, light, winter sun or natural ventilation of adjacent properties.
- D. Sun control device or trelliswork shall match the trim color of the applicant's house or, in the case of deck covers, the color of the applicant's deck.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions with elevation drawings (front, side and rear views)
- Description of color and materials to be used

### **3.50 Swimming Pools (Rear Yards)**

Above Ground Pools Are Not Permitted. Temporary wading/kiddy pools are not to exceed twenty-four inches (24") in height and eight feet (8') in diameter and only allowed from Memorial Day to Labor Day. In-Ground Pools Require Approval From The ACC Or Board of Directors.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions with elevation drawings.

- Description of color and materials to be used
- Method of installation including a description of any grading changes and resulting impact on adjacent properties
- Expected date of completion

### **3.51 Trash**

Trash and recycling containers, including yard debris (grass clippings, tree trimmings, etc.), shall not be placed at the street for pickup prior to 5:00 p.m. the day before pickup. Trash cans and recycling bins shall be collected promptly after trash pick-up (the same day as trash pick-up).

No trash, garbage or other waste material or refuse shall be placed or stored on any lot except in covered sanitary containers placed on the rear of the lot, at least five (5) feet from any lot line. Trash cans may not be stored on association property. Trash cans may not be stored in front or side of the house. All waste containers shall be kept in a clean and sanitary condition and emptied regularly.

Owners/residents are responsible for picking up litter on their property and debris on common ground that originated from their property. Plastic trash bags containing food, recycling items and related refuse must be placed in a secure container.

Burning of trash or refuse is not permitted. Dumping on common ground is not permitted.

See **Appendix C** for trash removal procedure.

### **3.52 Tree Removal**

Large trees may not be removed without the prior approval of the ACC or Board of Directors. Trees that need to be approved prior to removal include live trees with a diameter of 4 or more inches (measured twelve (12) inches above grade). Removal of dead trees, trees in danger of falling and trees destroying driveways or sidewalks must also be approved, prior to removal. Upon removal, homeowner/resident must remove or grind any visible stump left by the tree. In some instances, homeowner/resident will be required to replace the removed tree..

No trees, shrubs, or other vegetation on common areas are to be cut, pruned, or removed by homeowners/residents.

Homeowner/residents are advised to consult with Prince William County for compliance with the county ordinances on tree cutting.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Indication of reason for removal
- Pictures of affected trees and surrounding property

### 3.53 Vegetable Gardens

Vegetable gardens must meet the following conditions:

- a. Located between the rear line of the house and the rear property line.
- b. Water from the garden does not damage common ground or neighboring property.
- c. Gardens must not encroach on association common ground.
- d. Gardens must be neatly maintained including removal of weeds, dead growth and unused stakes or trellises.
- e. Gardens must be for personal consumption, not for commercial purposes.

No application is needed for vegetable gardens meeting these requirements. For flower gardens, please reference the section on **Landscaping** and **Exterior Decorative Objects**.

### 3.54 Walls (Retaining)

Retaining walls will only be considered as an effort to combat erosion. The area behind an approved retaining wall must be maintained as a planter only. Retaining walls and similar features require application and approval, and will be considered on a case-by-case basis. Walls must meet the following criteria:

- A. Walls must be made of stone, brick, stucco material, wood, or a combination thereof.
- B. Walls must not exceed 4 feet in height and may not extend beyond the front plane of the house or the front plane of adjacent houses.
- C. They are to be installed for the sole purpose of combating erosion.
- D. They must not cause adverse drainage conditions for adjacent properties. Applicant must correct any drainage problems that do arise within 60 days
- E. Brick walls must match brick used on house.

An application is required and must contain the following:

- Property plat/site plan showing the size and location and indicating distances from adjacent property lines
- Detailed drawings and any brochure. Description and dimensions with elevation drawings
  - Description of color and materials to be used

### 3.55 Windows

Broken windows and screens must be repaired or replaced promptly, not to exceed thirty (60) days. No changes may be made to the style or location of windows on the front facade of any house, nor may any additional windows or doors be added. If it is necessary to replace a window or windows, a unit type with the same or similar sash and face, and grid or mullion sizes and layout must be used for replacement. Trim that is capped with aluminum or vinyl must match the color of the house trim. If the new windows are not an exact replacement, then all windows on the same level of the house facade should be replaced. Identical replacements or pre-approved items need not be submitted to the board or ACC in drawings.

Requests to replace windows, or to add or relocate windows on the rear of the house, so long as the resulting appearance does not detract from the appearance of the overall connected building will be considered.

An application is required and must contain the following:

- Detailed drawings and any brochure. Description and dimensions.
- Description of color and materials to be used

Replacement windows shall match the original style in appearance and be compatible with exterior design and color.

### **3.55.1 Window Coverings:**

Any window covering that can be seen from the exterior of the home must be of a "traditional nature."

Windows must be covered and kept in good condition by the owner with proper draperies, curtains or blinds at all times.

**Sheets are not to be used as window coverings.**

# Appendix

## Appendix A – Sample Architectural Improvement Form

(Completed Form)

### Roseberry Community Association Request For Change Or Addition

**Note:** for a list of specific items required for a complete application, see enclosure 1 on the back of this form. A copy reflecting the action taken by the architectural control committee (acc) will be returned to you within sixty (60) days to become a part of your permanent record. This does not eliminate the need for a prince william county building permit, if necessary.

Only one (1) request is permitted per application. You must use separate applications for each request.

**Mail/email/drop off to:** Roseberry Community Association, c/o Sequoia Management Company, 13998 Parkeast Circle, Chantilly, Virginia 20151

Email:

Homeowner name: john doe

Homeowner address: 1234 mineola court

Home phone: 703-123-4567      work phone: 703-987-6543

**Description/diagram of modification requested:** please include a diagram and descriptions of modification, sketch, or picture. If more space is needed, use a separate sheet.

New deck \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge and agree that i will be solely liable for any claims, including without limitation, claims for property damage and personal injury, which results from the requested change or addition. I hereby indemnify the association from and against any and all applicable codes and ordinance, and for obtaining all necessary permits and inspections from the requested change or addition and further that i am responsible for all maintenance, repair, and upkeep of said change or addition.

\_\_\_\_\_ Date

\_\_\_\_\_ homeowners signature



**Action by the architectural control committee (acc)**

\_\_\_\_\_ Approved as requested

\_\_\_\_\_ Approved subject to the following conditions/modifications:

\_\_\_\_\_ Disapproved for the following reasons: \_\_\_\_\_

Acc committee signature(s) \_\_\_\_\_

## Enclosure 1

A Completed Application For An Exterior Change To Your Home Shall Include The Minimum Following Information:

- Fence** plat showing the location of the fence  
Description of materials (i.e., pressure treated wood left unpainted, unstained, and natural in color)  
Description (pictures and/or drawings) of the fence style intended  
include Prince William County building and zoning permit
- Deck** plat showing location of the deck  
dimension of the deck  
Description of materials (i.e., treated wood unpainted, unstained, and a natural color, or approved stain by the architectural control committee  
include Prince William County building and zoning permit
- Shed** plat showing location of the shed  
Description of the shed including height, depth, and width  
Color of the shingles must match the color of the house shingles  
Description of materials (i.e., treated wood unpainted, unstained, and a natural color if located by fence . . . Siding color if located next to the house)
- Storm Door** picture of the door  
color of the door, or color the door will be painted
- Paint Change** sample of paint color
- Landscaping** plat showing location of landscaping and proximity to property lines  
description of materials, plant, etc.

### **Appendix C – Trash Removal Procedures**

1. Trash must be properly secured in tied; plastic bags or standard trash cans and placed at the curb **no earlier than 5:00 p.m. the day before pickup.**
2. Recycling must be properly secured and placed in the proper receptacle and placed at the curb **no earlier than 5:00 p.m. the day before pickup.**
3. All trash cans and recycling bins should be removed from the curb as soon as possible, but no later than the night of collection. **Trash and recycling bins may not be stored in front or on the side of any unit.**

## **Appendix D – Definitions**

### **Architectural Drawings**

A set of detailed drawings that are used by a contractor to build a building. The drawing set includes floor plans, elevations of all sides of the house, building sections to identify all building materials and details. The plans are usually drawn at a 1/4"=1'0".

### **Board On Board Fence**

A fence consisting of posts, horizontal and vertical slats in which the vertical members are fastened to alternating sides of the rails, with a rail cap fastened along the top. Also known as alternating board.

### **Capping**

Pre-painted cladding or vinyl placed over the wooden trim and exposed surfaces left from replacing a window.

### **Cladding**

A metal protective layer fixed to the outside of a window

### **Common Area**

Areas within the community, other than those owned by individual homeowners, that are held in common by community associations and maintained by these associations.

### **Declaration Of Covenants And Conditions**

Original governing documents defining rules and regulations of the association and its members. Rules and regulations defined in the declaration of covenants and conditions can only be changed by 75% member vote.

### **Eave**

The lower edge of a sloping roof which projects beyond the wall.

### **Elevation**

Exterior face of a structure. Front, side, or rear.

### **Evergreen**

Shrubs or trees that do not shed their leaf growth seasonally.

### **Facade**

Exterior face of a building.

### **Finish**

A coating applied to a material on the job site or at the factory, such as paint.

### **Floor Area**

Amount of floor space within a structure.

### **Floor Plan**

A drawing showing the layout of the enclosing walls of a structure, its doors and windows, and the arrangements of the interior spaces as viewed from above.

**Footprint**

Outline of a structure as viewed from above.

**Grid**

A strip separating panes of glass in a sash.

**Lawn Area**

An area of closely mowed grass, sometimes part of a yard.

**Noxious Activity**

Behavior or activity which is physically or mentally harmful or destructive to living beings or any action that constitutes a harmful influence on mind or behavior.

**Outdoor Fireplace**

Permanent or temporary outdoor structure used to build a fire.

**Party Wall**

A wall separating adjoining homes, buildings, or pieces of land in which each of the owners shares the rights.

**Permanent Outdoor Furniture**

Furniture defined as chairs constructed of dark colored (black or green) wrought iron or; benches constructed of dark colored iron, wood (natural wood colors only), or a combination of wood and iron.

**Planting Beds**

Any landscaped area that is not lawn is a planting bed. Planting beds generally contain shrubs, trees, vegetative ground cover, or flowers.

**Plantings**

A living thing that grows in earth, in water or on other plants, and usually has a stem, leaves, roots and flowers and produces seeds.

**Portable Outdoor Furniture**

Furniture defined as chairs or benches made of plastic or aluminum, any type of folding chairs, stadium type chairs, or other forms of outdoor seating of any kind that can be moved with little or no effort.

**Pre-Approved**

Modifications that meet the minimum design, finish, color, material, and location standards as set forth in this document and does not require ACC review. The section of the standards referring to the particular modification must state that under certain conditions, the item is pre-approved.

**Pre-Finished Material**

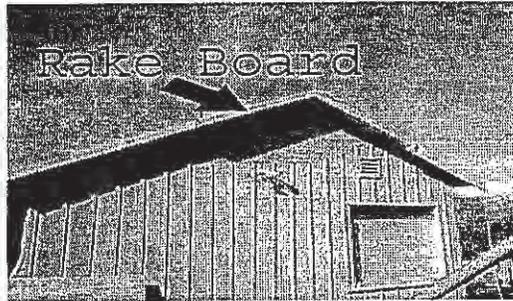
Material that has received a factory finish and is ready to install upon delivery to the construction site (i.e. roofing shingles).

**Property Line**

Legal limits of property, property edge. (note: the front property line is not the edge of pavement or curb.)

**Rakeboard**

A board or molding along the sloping edge of a gable which conceals the rafter.

**Sash**

The framework within which panes of glass are set in a window or door.

**Scale**

- (1) a system of proportions used in architectural drawings so that the actual size of an item to be drawn can be reduced to a size small enough to fit on a sheet of paper (i.e. 1/4" = 1'-0" (1/4 of an inch on the drawing represents 1 foot of actual size of the item being drawn)).
- (2) term used to relate to the proportional balance of all elements of a building.

**Screening**

Shielding method using either natural vegetation or a structure to conceal an unsightly condition from view, or provide protection from noise or wind exposure.

**Site Plan**

A plan of a lot indicating property lines, the accurate location and size of structures shown with dimensions to property lines.

**Slope (Roof)**

The indication of the steepness of a roof measured by the amount of rise in inches per foot of horizontal length.

**Soffit**

The exposed undersurface (ceiling) of any extended overhead component of a building (i.e. eave).

**Solid Board Fence**

A privacy fence consisting of a wood framework with flat vertical boards attached to the outside face of the framework. The vertical boards can have various end treatments.

**Story**

A floor area on one level, enclosed by the house walls (ex: first floor = first story). A 1/2 story refers to a floor area enclosed within the roof area, above the top of the house walls (attic areas both finished and unfinished).

**Turf Area**

A dense thick even cover of grass and roots in the top layer of soil.

**Topography**

A description of the vertical variations of land. (flat, sloping, hills, valleys, etc.)

**Unfinished Material**

Material that does not receive a special coating to alter the natural appearance but may be treated with a preservative to prevent decay (i.e. salt treated lumber).

**Vegetation**

Plant growth (trees, shrubs, grass, etc.) Either in its natural setting or a transplanted location.

**Vocabulary (Design)**

Composition of styles of architectural elements which are assembled together on a house or building. (ex: styles of windows, doors, eaves, trim, siding, roofing, color combinations, etc.)

**Window And Door Trim**

Board or molding installed around perimeter of a window or a door to conceal the joint.

**Window Sash**

The framework of a window that holds the glass. See illustrations following these definitions.

**Special Assessments**  
**Roseberry Community Association Inc**

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