

**The Raintree Homeowners Association  
3424 Wheatwheel Lane  
Annandale, VA 22003**

**Rules, Regulations, and Policies**

**May 21, 2010**

These revised Rules, Regulations, and Policies are a Codification of the Basic Rules, Regulations, and Policies Promulgated since the incorporation of the Raintree Homeowners Association in 1973.

**These Rules and Regulations supersede all Prior Rules, Regulations, and Policies.**

**The Raintree Homeowners Association  
3424 Wheatwheel Lane  
Annandale, VA 22003**

**Rules, Regulations, and Policy  
May 21, 2010**

**TABLE OF CONTENTS**

<b>I. RESOLUTION.....</b>	<b>1</b>
<b>II. DEFINITIONS.....</b>	<b>3</b>
<b>III. PARKING.....</b>	<b>5</b>
<b>IV. TRASH.....</b>	<b>9</b>
<b>V. PROPERTY MAINTENANCE.....</b>	<b>11</b>
<b>VI. ANIMAL CONTROL.....</b>	<b>12</b>
<b>VII. NOISE DISTURBANCES.....</b>	<b>13</b>
<b>VIII. COMMON AREA RESTRICTIONS.....</b>	<b>14</b>
<b>IX. OCCUPANCY OF LOTS.....</b>	<b>15</b>
<b>X. NEIGHBORHOOD WATCH.....</b>	<b>15</b>
<b>XI. ARCHITECTURAL CONTROL.....</b>	<b>16</b>
<b>XII. ENFORCEMENT.....</b>	<b>16</b>

**I. RESOLUTION**

WHEREAS, Article VII, Section 1(a) of the By-Laws (“By-Laws”) of Raintree Homeowners Association (“Association”) grants the power to the Board of Directors (“Board”) of the Association to adopt and publish rules and regulation governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction therefore; and

WHEREAS, Article VII, Section 1(c) of the By-Laws grants to the Board the power to exercise for the Association all powers, duty and authority vested in or delegated to this Association and not reserved to the Membership by other provisions in these By-Laws, the Articles of Incorporation or the Declaration; and

WHEREAS, the Board has found it necessary to establish rules and regulations, including, without limitation, specific parking rules and regulations, to maintain the high degree of safety, quality of life and architecture that the residents of the Association desire and are entitled to have and to ensure equitable parking arrangements.

NOW THEREFORE, BE IT RESOLVED that the Board hereby adopts the following Rules, Regulations, and Policies governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon and establishing the penalties for infraction thereof. These Rules, Regulations, and Policies shall supersede and pre-empt any and all prior Rules and Regulations.

This Resolution shall become effective on May 21, 2010.

ATTEST:

Mark Bittling  
Board Member

5/21/10  
Date

Lynh Y. Sweet  
Board Member

5/21/10  
Date

Mark E. Joffe  
Board Member

5/21/10  
Date

Maisha Desjardis  
Board Member

5/21/10  
Date

*R. K. L. K. L.*

Board Member

*05/21/10*

Date

*John J. ...*

Board Member

*5/21/10*

Date

*[Signature]*

Board Member

*5/21/10*

Date

Board Member

Date

**II. DEFINITIONS.** Terms used herein without definition shall have the meanings specified for such terms in the Declaration for Raintree Homeowners Association (“Declaration”), the By-Laws or Section 55-509 of the Virginia Code. Capitalized terms used herein shall have the meanings specified for such terms below.

1. **“Authorized Vehicle”** shall mean any Vehicle properly displaying an Association Parking Decal or visitors pass.
2. **“Board”** shall mean the Board of Directors of the Association.
3. **“Boat”** shall mean any vessel designed for navigation on water, no matter what the size.
4. **“Bus”** shall mean any passenger vehicle designed to carry ten (10) or more passengers with omnibus, commercial or bus license.
5. **“Commercial Vehicle”** shall mean: i) any Vehicle containing advertising, signs, other commercial oriented markings; and ii) any Vehicle used on a regular basis for commercial purposes including without limitation Vehicles used for construction or trade purposes such as hauling or storing equipment and/or material used in the construction and other trades (e.g., scaffolding, ladders, carpeting, construction materials, paint, etc.) whether inside the Vehicle or outside the cab. Any unmarked Vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger vehicle and is more suitable for commercial purpose is a Commercial Vehicle. Any Vehicle that is not primarily for the transport of private passengers is a Commercial Vehicle.
6. **“Common Area”** shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area includes the main parking lot, the two auxiliary side parking lots, and the common ground between and among the several courts and housing units.
7. **“Governing Documents”** shall mean the Declaration of Covenants, Conditions and Restrictions (“Declaration”) for the Raintree Community, the By-Laws of the Raintree Homeowners Association (“By-Laws”), the Articles of Incorporation of the Raintree Homeowners Association (“Articles”), these Rules, Regulations, and Policies and any other document or policy resolution duly adopted as required by the Governing Documents.
8. **“Improperly Licensed Vehicles”** shall mean any Vehicle with an expired or otherwise invalid state license plate, state inspection sticker or invalid Association parking permit parked in the Common Area.
9. **“Inoperative Vehicle”** shall mean a Vehicle that does not run or cannot be driven or any Vehicle that is wholly or partially disassembled, has a broken

window, flat tire, broken headlight, broken tail light or such other damage or defect that the Vehicle could not pass Virginia safety inspection or Virginia emissions inspection in its current condition.

10. **“Lessee”** shall mean a person or entity whose name(s) is on the agreement between the Owner and the Lessee providing the terms for the rental of the Lot.
11. **“Lot”** shall mean any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area. The term “Lot” shall include the improvements constructed upon the plot of land.
12. **“Motorcycle”** shall mean a Vehicle with two wheels and is tandem propelled by an internal combustion engine and sometimes having a sidecar with a third wheel. The definition of a motorcycle shall include a moped.
13. **“Oversized Vehicle”** shall mean any Vehicle with tires which extends six (6) inches beyond the body or a Vehicle which exceeds the width of one (1) parking space to the painted line, or a Vehicle which extends beyond the length of the normal parking space, or one which, because of its irregular height, length, shape or width will not fit within the confines of a single parking space.
14. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
15. **“Park” or “Parking”** shall mean the temporary stopping and placement of a Vehicle in one fixed location. “Temporary” contemplates a frequency of use of a Vehicle that is generally operated by the Owner. A Vehicle making a delivery or service call (e.g., food delivery, overnight mail, U.S. Postal Service, household repair, etc.) shall not be deemed to be Parking as defined by this definition.
16. **“Parking Area”** shall mean those portions of the Common Area designated by the Board to be used for Parking Vehicles.
17. **“Parking Space”** shall mean the physical area within the space marked upon the Common Area as a single parking space for a Vehicle.
18. **“Recreational Vehicle”** shall mean any Vehicle intended primarily for recreational purposes including, without limitation, off-the-road vehicles, racing vehicles, campers, boats, motor homes, house trailers.

19. **“Resident”** shall mean an Owner, Lessee or Subtenant and their respective family members, each of whom occupies a Lot as their primary residence as such term is defined by the Virginia Department of Motor Vehicles.
20. **“Stored Vehicle”** shall mean any Vehicle, regardless of its condition or licensing that has remained on the Common Area for a period of fourteen (14) or more days without being driven.
21. **“Subtenant”** shall mean a person or entity who rents the Lot, or a portion thereof, from the Lessee.
22. **“Trailer”** shall mean any Vehicle that is not self-propelled that is designed to be pulled or towed by any type Vehicle.
23. **“Vehicle”** shall mean any motorized device in, or by which, persons or property, may be transported or drawn by on a highway. Such device shall include but are necessarily limited to automobiles, motorcycles, trucks, campers and any other recreational Vehicle.

### III. PARKING

**A. General:** The Parking Areas were developed and are maintained for the exclusive use of the Owners, Lessees, Subtenants, their resident family members and guests to Park conventional passenger automobiles, small vans and motorcycles. Only Authorized Vehicles may Park in the Parking Area and parking is prohibited anywhere except the Parking Areas.

**B. Prohibited Vehicles:** The following Vehicles are prohibited in the Common Areas:

1. Commercial Vehicles (except as provided below)
2. Recreational Vehicles
3. Oversized Vehicles
4. Improperly Licensed Vehicles
5. Inoperative Vehicles
6. Stored Vehicles

A Prohibited Vehicle Parked in the Parking Areas will be towed in accordance with these Rules, Regulations, and Policies.

**C. Use of Parking Area:** Residents may not use the Parking Area for any purpose other than Vehicle Parking in accordance with these Rules, Regulations, and Policies. Only Authorized Vehicles are permitted to Park in the Parking Areas between the hours of 1 AM to 6 AM.

**D. Raintree Homeowners Association (RHA) Parking Decal:** RHA Parking Decals will be issued pursuant to the following guidelines:

1. The Resident of a Lot may be issued up to three RHA Parking Decals for Vehicles to be parked in the community. Notwithstanding anything to the contrary contained herein, no more than three (3) RHA Parking Decals per Lot may be active at any one time.

2. RHA Parking Decals of Members whose Assessments fees are delinquent more than sixty (60) days will be invalidated as such Members, their Resident family members, Lessees and Subtenants will not be permitted to park any Vehicle anywhere in the Parking Area. Decals will be reinstated when assessments are paid. NOTE: The Board will proceed with such Member according to the Virginia Property Owners Association Act guidance (sections 55-513 and 55-516).

(a) The affected Member will be notified by a certified letter at least fourteen (14) days before a hearing by the Board. The Member shall have the opportunity to be heard and to be represented by counsel before the Board of Directors.

(b) Notice of the hearing, including the charges or other sanctions that may be imposed, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member.

(c) The results of the hearing will be sent to the Member by certified or registered mail, return receipt requested.

(d) Section XII. Enforcement of these Rules, Regulations, and Policies provides further details.

3. Each Vehicle for which a RHA Parking Decal is sought must be registered with Virginia Department of Motor Vehicle at the address associated with the Lot in which the applicant is a Resident. Proof of such registration will be required at the time the RHA Parking Decal is requested. Exceptions will be made on a case-by-cases basis.

4. Replacement RHA Parking Decals will be provided free of charge upon presentation of the previously issued RHA Parking Decal or, if the decal is not available, a reasonable explanation and supporting documentation as to the circumstances requiring the replacement decal. Lost RHA Parking Decals will be replaced with a payment \$25.

**E. Visitor Pass**

1. An annual visitor's pass will be issued to each Lot. The visitor pass is for bonafide overnight and short-term visitors. It is not to be used to maintain a fourth Vehicle on a permanent basis. The Board shall have the right to invalidate a Lot's right to visitor's pass if the Resident of such Lot is found to be in violation of this regulation, or for failure to pay assessments in a timely manner. NOTE: The Board will proceed with such Lot/Member according to the Virginia Property Owners Association Act guidance (sections 55-513 and 55-516).

(a) Refer to Section III. D. RHA Parking Decal, above, and Section XII. Enforcement, below, for notification and response process.

(b) If a resident is hosting a party or other event at which multiple visitors will be visiting the Lot, the visitors will be required to park in the auxiliary lot. If any of those visitors will be staying later than 1 AM, in lieu of visitor passes, the Resident may make arrangements with the authorized towing company. Residents must provide color, make, model, and license plate number, of each visiting vehicle, along with the address and phone number of the Lot being visited. All visitors must observe the Rules and Regulations.

(c) Subject to all other Rules and Regulations, a special long-term extended visitor parking pass may be issued to a long term visitor who is domiciled in Virginia for less than 180 days because of business or for tourist purposes (less than 180 days). The pass will indicate the date of arrival in Virginia and the date of departure from Virginia and the appropriate state vehicle license information.

**F. RHA Reserved Parking Space:** Each Lot is allocated one (1) reserved numbered Parking Space ("Reserved Parking Space") which shall be as near and convenient to said Lot as possible. Such reserved numbered Parking Space is for the exclusive use of the Owner/Resident to park authorized vehicles, as defined in Section II.1. The Board reserves the right to tow, from Reserved Parking Spaces, any vehicles in violation of these Rules, Regulations and Policies, in accordance with Section III.H.4.

**G. Additional Parking Rules and Regulations**

1. A Vehicle belonging to any resident/occupant guest or any occupant parked shall not interfere with or impede ready vehicular access to any parking space or the passage of traffic throughout the community.
2. No Vehicle may be driven or parked on any unpaved areas of the Raintree community.
3. Owners are required to provide a copy of the Rules and Regulations to all Residents and shall remain ultimately responsible for actions of Residents, their agents and guests. All Rules, Regulations, and Policies will be applicable to all Residents, their agents and guests regardless of whether the Owner has provided a copy of the same.
4. Stored Vehicles are prohibited in the Common Area. Upon identification of a Stored Vehicle, a notice will be placed upon the Stored Vehicle's window to notify its owner that the Stored Vehicle must be removed from the Common Area of the Stored Vehicle will be towed pursuant to these Rules, Regulations, and Policies. A letter will thereafter be sent to the Owner and, if the information is available, the Resident to whom the Stored Vehicle is registered stating that the Vehicle is considered a Stored Vehicle and unless the Stored Vehicle is removed from the Common Area, it will be towed pursuant to these Rules, Regulations, and Policies.
5. The Common Area shall not be used for Vehicle repairs of any kind, regardless of whether such repairs are major or minor. Violators will be charged repair costs for Common Area damage, including, but not limited to, damage to the paved areas caused by fluids leaking from Vehicles parked or operated by homeowners, residents, and their guests or contractors.
6. Commercial Vehicles are prohibited in the Common Area lots between the hours of 9:00 PM and 06:00 AM; unless it is an emergency situation. Violators will be towed without warning.
7. Authorized Vehicles must Park only within the bounds of the Parking Space. No part of the Authorized Vehicle may protrude beyond the side bounds of a single Parking Space.
8. Tools, ladders, pipes and/or conduits extending beyond the Vehicles are prohibited.
9. No parking is authorized in the fire lanes at any time. Vehicles parked in violation of fire lanes will be towed in accordance with Fairfax County Regulations.

## **H. Enforcement of Parking Rules, Regulations, and Policies by Towing**

1. Any Vehicle in violation of these Rules, Regulations, and Policies is subject to towing at the owner's risk. Vehicles parked in another resident's Reserve Parking Space, in the fire lanes, or double parked behind another Vehicle will be towed as provided herein without notice.
2. Neither the Board nor the Association shall be responsible for damages and liabilities while Vehicles are in the care of the authorized towing company.
3. The Board shall designate an authorized towing company to be used in the event there is a violation of these Rules, Regulations, and Policies.
4. The Board or the Managing Agent shall be authorized to make a complaint to the designated towing company and request that any Vehicle parked in violation of these Rules, Regulations, and Policies be towed.
5. The Owner (or permitted assign) of a Reserved Parking Space, which space is being occupied by a Vehicle not owned or authorized by said Owner (or permitted assign) is hereby granted the authority to make a complaint to the designated towing company and request that the violating Vehicle be towed. Said Owner (or permitted assign) must notify the Board or the management agent to register a complaint as soon as possible following the towing incident. Identification will be required from the complaining Owner (or permitted assign) prior to any Vehicle being towed from a Reserved Parking Space. The complainant must present to the towing company a valid Virginia drivers license exhibiting the address to which the Reserve Parking Space is assigned. Any Resident, who exceeds the authority herein granted and improperly acts shall be liable for all related costs. Subtenants are not authorized to act as agents of the Board for any towing decisions.
6. All costs of towing, damages due to the towing, storage of Vehicles after towing, retrieval of all Vehicles, or other applicable and or appropriate charges shall be the responsibility of the Vehicle owner whose Vehicle was towed.

## **IV. TRASH**

### **A. General**

1. Trash blights a neighborhood. It detracts from the pleasure of residing in that community. It depreciates the property value. It creates the appearance of a slum and invites vermin, rats, and other animals. Accordingly, the Board will strictly construe and aggressively pursue the enforcement of these Rules, Regulations, and Policies.

**B. Trash Management**

1. Household trash is collected every Monday and Thursday at any time after 6:30 AM. Recycling is collected every Thursday at any time after 6:30 AM. There is no trash collection or recycling collection on Christmas, New Years or Thanksgiving.
2. Household trash is to be placed in sturdy heavy duty containers with lids and placed at the base of the front steps of the town home.
3. Trash is not to be placed on the Common Area, which specifically includes the streets, Parking Spaces and the area on which the no parking signs are located.
4. All edible and wet garbage is to be placed in secure trash containers with lids to preclude birds and vermin from opening the container and spilling the contents on the ground.
5. Approved trash containers will be placed at the appropriate area on the morning of the pickup, before 6:30 AM, and no sooner than dusk the night before.
6. Paper trash and boxes must be crushed and placed in strong secured large trash bags.
7. Recyclable trash will be placed at the base of the front steps of the town home on Thursday morning before 06:30 AM in the appropriate container.
8. Trash/recycling not picked up by the trash company must be returned to the inside of the town home on the same day as placed outside.
9. Trash and recycling containers shall not be stored on the front stoops or anywhere in the front of the Lot.
10. Oversized trash items such as stoves, refrigerators, TV's, computers, washers, dryers, appliances, and furniture, etc., are disposed of by contacting the trash company. Refrigerators will have the Freon gas emptied per county, state and federal regulation. Such items shall not be placed outside until the scheduled collection day. Items not picked up on the scheduled collection day shall be returned to inside of the town home on the same day as placed outside.

11. Hazardous waste must be properly disposed of in accordance with county, state and federal regulations. Hazardous waste will not be placed with the regular trash.

12. Violators of the trash regulations should be reported to the Board through the management company. Violators will be fined \$25 for every occurrence in addition to any other remedies provided by these Rule, Regulations, and Policies, the By-Laws and the Declaration.

**V. PROPERTY MAINTENANCE**

A. The Board employs a landscaping company to provide lawn and shrubbery maintenance on the Common Area and for the front yards of each Lot. Owners are encouraged to improve their Lot by planting flowers on lawns and in containers located on the front porch.

B. Each Lot must be maintained in such condition as to present an attractive appearance from the curb and from the adjacent Lots. The values of our property and our individual right to enjoy our property require each Lot to be maintained in a safe, clean, neat and attractive state.

C. Trash containers, yard maintenance equipment, vehicle parts, children's toys, chairs, etc., may not be stored on the front porches or in the front of the Lots. All objects must be stored out of sight inside the town home or rear courtyard.

D. Front, back and side yards are to have grass and weeds trimmed to a height of no greater than three (3) inches.

E. All shrubbery and trees are to be trimmed and pruned.

F. All fences between Lots and in the rear of Lots are to be in upright, stable, and presentable condition.

G. Maintenance and repair of shared fences are the responsibility of the adjacent sharing Lot Owners.

H. The use of a Lot as the storage and operations center for any commercial business is prohibited. Owners should remove all vestiges of their business operations from their Lot. They will be notified in writing to cease and desist their operations. The appropriate Fairfax County Department will be notified of the activities and requested to take action against that Lot and its Owner.

- I. **Lighting**: Owners must provide lighting from their front door areas and in their rear area courtyards.
  
- J. **Grilling**
  - 1. Barbequing, outdoor grilling with any type of cooker, charcoal, gas, electric is to be conducted in the open patio and away from the overhanging building of the Lot.
  - 2. Grilling on the main floor balcony is prohibited.
  - 3. The Owner shall be liable to the Association for any damage incurred by the Association as a result of a violation of this section.

## VI. ANIMAL CONTROL

- A. Pet owners are responsible for the immediate removal and proper disposal of any fecal or waste matter left by their pets on the Common Area. Pet owners are prohibited from disposing in the storm drain system any fecal or waste matter left by the pets. Pet owners are responsible for any damages to the Common Area caused by their pets.
- B. Pet owners are not permitted to let their pets loose upon the Common Area. Pet owners must carry their pet or keep them on a leash. At all times, the pet must be under the control of its owner.
- C. Pet owners may not leash a pet to any stationary object on the Common Area or leave any pet unattended on a Lot or the Common Area.
- D. Pet owners are responsible for ensuring that their pets do not cause injury or obstruction of movement on the part of anyone within the Raintree community.
- E. Pet owners may not engage in any breeding of pets anywhere within the Lots or Common Area.
- F. Pet owners must comply with all required registrations and inoculations enforced by the County of Fairfax in order to keep a pet within the Raintree community. The pet owner must ensure that his pet displays appropriate tags evidencing ownership and compliance with all required registrations and inoculations.

G. Any owner of a female dog in heat must keep the pet confined in the owner's Lot in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

H. Pet owners are fully responsible for ensuring that their pets are orderly at all times, particularly in the evenings and at times when the pet owner is not present. Pet owners are required to ensure that their pet does not violate any other Resident's right to quiet enjoyment of his Lot.

I. Pet owners shall not leave a pet unattended in a Vehicle anywhere in the Common Area.

J. The Board hereby adopts a complaint-driven policy of enforcement. Any Resident who wishes to file a complaint about a particular pet owner within the Raintree Community must file a written complaint with the managing agent which: (1) recites the efforts undertaken by the Resident to resolve the problem with the pet owner in a courteous and helpful manner (or explains why this effort was not undertaken); and (2) documents the problem as thoroughly as possible by identifying the pet owner by name and address, identifying the pet(s) involved, completely describing the problem or disturbance, and the dates, times and locations of disturbances (whenever possible). Notwithstanding the above complaint process, the Board reserves the power to initiate enforcement action on its own for any violation of this policy brought to the attention of the Board or managing agent.

K. Upon receipt of a written complaint, the managing agent may first attempt to obtain an informal solution to the problem without involving the Board. If such efforts are not successful, the managing agent will refer the matter to the Board, which shall reserve the power to call a formal hearing, on ten (10) to thirty (30) days written notice, with all relevant parties. After hearing all of the evidence, the Board shall rule on the complaint. If the Board decides the complaint is valid, it may initiate enforcement action under the Rules, Regulations, and Policies and any other Governing Document, which may include, but not be limited to ordering a pet owner to remove a pet from the property within ten (10) days of receipt of written notice from the Board, or such other reasonable period of time, and/or imposing a special daily charge upon the owner of the Lot holding the pet and/or suspension of parking privileges, as a sanction for the violation of the Association's pet regulations.

## **VII. NOISE DISTURBANCES**

A. Loud noises (as such term is defined by applicable Fairfax County Ordinances), generated from radios, car radios, personal activities (loud parties and music) are prohibited.

B. Consideration for the rights of all neighbors to enjoy their peace and quiet within their own Lot and without the intrusion and abuse of extreme noises from inconsiderate Residents or guests is the rule and not the exception. Violators will be fined by the Board and reported to the police.

## **VIII. COMMON AREA RESTRICTIONS**

A. No nuisance shall be permitted within the Common Areas nor shall any use or practice be permitted which is a source of annoyance to the Raintree community or which unreasonably interferes with the peaceful use and possession thereof by the Owners.

B. There shall be no obstruction of the Common Area. Nothing shall be stored upon any Common Areas (which includes the Parking Area), without the approval of the Board.

C. No part of the Common Areas shall be used for commercial activities of any nature.

D. No burning of trash and no accumulation or storage of litter, new or used building materials, or trash of any kind, will be permitted upon the Common Areas.

E. Picnicking and barbequing on the Common Area is prohibited unless authorized by the Board.

F. Except for real estate firm signs advertising Lots "For Sale" or "For Rent", no signs of any character (includes political, yard sales, etc.) shall be erected or displayed upon the Common Areas without the prior consent of the Board in writing and under such conditions as it may establish.

G. Sports and other recreational activities such as baseball, football, lacrosse, street hockey, soccer, etc., are prohibited on and from the streets of the Raintree Community, including, without limitation, upper Wheatwheel Lane, Carrousel Court, Towerbell Court, lower Wheatwheel Lane, and Wheatwheel Lane. Any damage caused by a violation of these sections shall be the liability of the Owner of the Lot in which the violating party resides.

H. Sports and other recreational activities are permitted in the open grassy area near the two auxiliary parking lots.

## **I. Traffic Control**

1. The maximum speed for Vehicles within the confines of the Raintree Community shall be fifteen miles per hour (15 MPH) as marked on Wheatwheel Lane.
2. The maximum speed for Vehicles traveling on Carrousel Court, Towerbell Court, upper Wheatwheel Lane, lower Wheatwheel Lane and the rear auxiliary parking areas shall be five miles per hour (5 MPH) as marked.
3. Vehicles entering the Raintree Community must slow their speed and have their Vehicle under control.
4. Vehicles leaving Raintree Community and entering Gallows Road must stay to the right side of the street to allow space for Vehicles entering Wheatwheel Lane.
5. Vehicles in line on Wheatwheel Lane should not attempt to pass the waiting Vehicle and then try to make a right or left hand turn onto Gallows Road.
6. Patience, common sense, courtesy and obedience to Virginia driving regulations are required.
8. The Board President sends a letter to the Fairfax County, Mason District Police, which gives the Fairfax County Police permission to patrol within the Raintree Community.
9. If someone is observed driving erratically (including excessive speed) in the Raintree Community and is endangering Residents, call the Fairfax County Police.

## **IX. OCCUPANCY OF LOTS**

- A. The occupancy of each Lot must be in conformance with the occupancy requirements set forth in the applicable Federal, State and County laws and ordinances. If a Lot is found to be in violation of these applicable laws and ordinances, such Lot will also be deemed to be violation of these Rules, Regulations, and Policies and shall be subject to enforcement as provided herein.

## **X. NEIGHBORHOOD WATCH**

- A. All Residents are an integral part of the community neighborhood watch program. This is essential to assist the Fairfax County Police Department's efforts to deter crime in the Raintree Community.

B. Actions that Residents may take to further deter criminal events in the community include, but are not limited to:

1. Promptly call 911 to report a crime in progress or any suspicious activity.
2. Call 703 691-2131 (a police non-emergency number) to report crimes, which have occurred when the perpetrator is no longer in the area, or to advise the police of suspicious activity.
3. The Mason District crime prevention number is: 703 354-5889.
4. Secure Vehicles (lock) when parked.
5. Remove all valuables from the Vehicle or from sight.
6. Insure that your home is properly secured and outside areas well lighted.
7. Leave front door and rear courtyard lights on during hours of darkness.
8. Trim shrubbery to eliminate hiding places.
9. Maintain appearance of home in a clean, neat and occupied manner.
10. Place your Vehicle in the Lots Reserve Parking Space during periods of absence, or vacations from the home.

## **XI. ARCHITECTURAL CONTROL**

A. The Architectural Guidelines set forth in the RHA Architectural Handbook, as adopted by the Board in January of 1999, are hereby incorporated. A copy of Architectural Guidelines is attached hereto.

## **XII. ENFORCEMENT**

A. On behalf of the Association, the Board may issue a citation to any Owner whose behavior or use of property does not conform to the Rules, Regulations, and Policies and any other Governing Document, or falsely accuses another Member of a violation.

B. The Board shall send a first notice of citation in writing and deliver it in person or by first class mail, to the Owner at his/her address listed in the Association's records, and to the property address, if the Owner's listed address is different from the property address.

C. The first notice of citation shall generally advise the Owner of the nature of the offense, cite the specific provision within the Association's regulations which has allegedly been violated, specify the remedy required, and state the number of days within which the Owner must complete corrective action.

D. If the Owner does not remedy the offense within the number of days requested in the notice of citation, the Board reserves the power to issue a second notice of citation, which shall follow the basic form of the first notice of citation and include any additional information deemed important by the Board of Directors concerning the offense.

E. The second citation shall also warn the Owner of the Board's power to impose monetary charges and to suspend privileges for offenses of the Association's regulations and shall inform the Owner of his/her right to request a hearing before the Board to contest the citation. The notice of citation shall request the Owner to confirm in writing by a certain date his/her desire for a hearing to contest the citation.

F. The Board shall deliver the second notice of citation by hand or registered or certified mail, return receipt requested, to the Owner at his/her address listed in the Association's records, and to the property address, if the Owner's listed address is different from the property address. Notification will be deemed effective if any Owner fails or refuses to sign for any registered or certified mailing from the Association.

G. If the Owner does not remedy the offense within the number of days requested in the second notice of citation, and the Owner has not requested a hearing in writing by or before the hearing confirmation date, the Owner shall be deemed to have waived the right to a hearing and the Board shall have the power to impose monetary charges and/or suspend privileges pursuant to the authority granted in Section 55-513 of the Virginia Code (Virginia Property Owners Association Act) and the Association's Governing Documents. The Board shall not be required to conduct a hearing unless the Owner formally requests a hearing in writing by or before the deadline set forth in the second notice of citation.

H. When a hearing is requested by the member in writing by or before the deadline, the Board shall set the time, date and place of the hearing at its discretion.

I. The Board shall deliver written notice of the time, date and place of the hearing to the Owner by hand or mailed by registered or certified mail, return receipt requested, at least fourteen (14) days in advance of the hearing date. At the hearing, the Board of Directors shall provide the Owner with a reasonable amount of time to present any and all defenses to the citation. The Owner may have counsel present at the hearing.

J. Following the hearing, the Board shall meet in executive session to determine whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended.

K. When the Board's judgment is unfavorable to the Owner, the Board may impose monetary charges as an assessment against the Owner's Lot or suspend the Owner's privileges. Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day (not to exceed \$900.00 per year) for any offense of a continuing nature. The Board may not impose daily charges for a period exceeding ninety (90) consecutive days. If the Board holds a hearing, it shall deliver to the Owner notice of its decision by hand or by registered or certified mail, return receipt requested within three days of the hearing.

L. The Board reserves the power to hold Owners legally responsible for ensuring that the members of their household, and their tenants, guests or invitees comply with the Governing Documents.

M. The enforcement procedures outlined herein may be applied to all violations of the Governing Documents, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's Governing Documents, including, but not limited to, the initiation of suit or self-help remedies. The Board reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice or to its manager or managing agent.