

**RIDGETOP COMMONS HOMEOWNERS ASSOCIATION**

**SUPPLEMENTAL REGULATIONS**

**(Revised June 30, 2005)**

**Applicability:** The following supplemental regulations are in addition to the governing documents of the HOA. They are meant to enhance or provide additional clarification of the existing documents. Nothing in these regulations is intended to alter or contradict the plain meaning of the Articles of Incorporation, By-laws, or Declaration. Owners and residents are required to abide by all of the provisions in the HOA's governing documents.

**Enforcement:** All owners and occupants shall abide by the HOA's governing documents, which include the Articles of Incorporation, By-laws, Declaration, regulations and supplemental regulations of the HOA. Any owner, his/her tenants, guests or other invitees who violate the HOA's governing documents shall be assessed a charge pursuant to Section 555-513 of VA Property Owners' Association Act.

The HOA, any owner, or any mortgagee of any lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the HOA's governing documents. Procedures for enforcement are outlined in Ridgetop Commons HOA "Administrative Procedures Relative to Assessments" which was adopted by the Board of Directors on September 25, 2003.

**Inspection:** During reasonable daylight hours, the Declarant or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

**Supplemental Regulations:**

**1. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept on the lot subject to the rules and regulations of the HOA. Household pets may not be kept, bred or maintained for any commercial purpose, or in unreasonable numbers.

No animals or fowl may be kept on the property, which result in an annoyance or are obnoxious to residents in the vicinity.

Residents and their pet-sitters must keep pets leashed while on the property.

Residents and their pet-sitters must:

- a) collect the waste of their pets from:
  - 1) their own private lots open to the public view,
  - 2) the common areas, and
  - 3) the lots of others,pursuant to Fairfax County Code Section 41-2-6 and
- b) properly dispose of that waste.

Residents and pet-sitters must make every effort to prevent pets from straying onto the property of others even if the pet is leashed.

**2. Antennas & Satellite Dishes.** No outside television antenna, radio antenna, satellite dish, direct broadcast satellite (DDS) dish, or similar structure shall be maintained on the property unless approval for such antenna or dish and locations thereof has been first obtained by the Board of Directors. The Board shall act promptly on the request. In accordance with FCC regulations, and any other restrictions enacted by the Board, the installation shall not:

- a) unreasonably delay or prevent installation, maintenance or use,
- b) unreasonably increase the cost of installation, maintenance or use, or
- c) prevent reception of any acceptable quality signal.

**3. Clothes Lines/Laundry.** Clotheslines or similar apparatus for the exterior drying of clothes are prohibited. Laundry may not be hung from decks.

**4. Erosion Control & Drainage Management.** Each resident is responsible for seeing that the lot area is protected from erosion and that storm drain structures are not blocked so as to cause additional erosion problems. Each resident is responsible for maintaining proper drainage through his property and not block or hinder natural drainage from adjoining properties.

**5. Exterior Maintenance.** Each owner shall keep his/her lot(s) and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

a) No vegetation, grading, or landscaping shall be allowed which may interfere with storm water drainage areas on the lots. If the owner fails to maintain his/her lot, the HOA shall have the right to enter the lot after reasonable notification to the owner to correct drainage and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. All costs related to corrections, repair or restoration shall become a lien upon the lot. The lien will be enforced according to the HOA's collection resolution.

b) Lawns must be mowed at regular intervals and should not exceed a height of six (6) inches. The board reserves the right to contract a commercial lawn service to mow any lawns that exceed eight (8) inches. The resident will be responsible for the cost of this commercial lawn service. Planted beds must be kept in a neat and orderly manner. All weeds must be pulled and maintained on a regular basis. Dumping of debris or lawn clippings on common areas/open space is prohibited.

c) Special care should be taken to fertilize lawns and gardens when there is the least chance of run-off and to prevent over-fertilization. Avoid the use of pesticides and herbicides if at all possible, but when necessary, use with caution and follow label instructions for the specified problem. Care in application is extremely important near neighborhood play areas and near adjacent residences.

**6. Flags.** National flags may be hung from the doorpost or from the rear deck. Freestanding flagpoles are not permitted. Flag size must be proportionate to the community.

Festive, decorative, or garden flags can be hung from the doorpost, from the rear deck or mounted on a small metal post in the garden.

All flags shall be properly secured and shall be removed in high winds to prevent possible damage to surrounding areas. Flags and mountings must be kept in good repair.

**7. Garages & Temporary Structures.** No temporary structure, trailer, basement, tent, shack, garage, barn or other out-building shall be used as a residence.

Garages may not be converted to living space or for any other primary use other than for parking and storage of vehicles.

**8. Grills.** All outdoor cooking equipment must be in compliance with the Fairfax County code and located in the rear yard or deck only.

**9. Leases.** Any lease agreement between an owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of the Articles of Incorporation, By-laws, Declaration, regulations and supplemental regulations of the HOA, and that any failure by the lessee to comply with the terms of the HOA's governing documents shall be a default under the lease. All leases shall be in writing and shall be for an initial term of not less than 6 months.

A copy of all executed leases must be submitted to the community manager within 30 days. The lease shall include the names, addresses, and telephone numbers of the off-site owner and the resident tenant.

Off-site owners have a continuing obligation to inform the community manager of any changes in their address and telephone number within 30 days.

**10. Lighting.** No floodlights are permitted. Holiday lighting is allowed provided it does not present a distraction to other residents. Such lighting may not be displayed beyond the customary holiday period (normally 30 days before or after the holiday) and must be removed in total (i.e., no mounting brackets or other attaching devices may be immediately discernable.)

**11. Nuisance.** No noxious or offensive activity shall be carried out upon any lot or any part of the property, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the owners in their dwelling unit or which shall increase the rate of insurance. There shall be no excessive noise between the hours of 11:00 p.m. to 7:00 a.m. At all other times, residents, their guests, and other visitors must be mindful of noise levels.

**12. Recreation & Play Equipment.** Permanent play equipment, which constitutes a structure, requires Board approval. Examples include sandboxes, playhouses and swing sets.

The following factors will govern approval of such equipment:

- Such equipment must be placed in rear yards.
- The equipment must be compatible with the lot size. The design and visual screening are additional considerations in evaluating whether or not there will be an adverse visual impact on the street and/or neighboring properties.
- Equipment must be constructed and designed to blend with the natural environment. Earth tones are encouraged. Bright primary colors are to be minimized.

a) Only small, temporary, portable wading pools designed for toddlers are permitted. Wading pools must be placed in rear yards on a temporary basis not to exceed three (3) consecutive days. After three (3) days, pools must be emptied and moved to preclude permanent damage to the yard.

b) Permanent basketball goals will not be allowed. Portable, temporary goals may be placed in the driveway or in the rear yard. Portable goals placed in the driveway must be removed when not in use. Portable goals may not be placed on sidewalks or streets or on any common areas.

c) Portable play equipment must be stored out of public view when not in use.

d) Riding of two wheel bicycles except for "training wheels" is not permitted on the sidewalks.

**13. Residential Use Restrictions.** The lots shall be used for residential purposes only. All lots are for the purpose of single-family residence. No property shall be used directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

**14. Signage.** No sign or billboard of any kind shall be displayed to the public view on any portion of the property or any lot, except:

- the permanent entrance sign,
- one sign for each lot of not more than 18 inches by 24 inches advertising the lot for sale/rent, and
- one security system sign per lot.

Unauthorized signs will be removed.

**15. Snow Removal.** Residents are responsible for snow removal from the sidewalks in front of their residence and from their driveways. Sidewalks will be cleared within two (2) days of the end of the snowstorm.

**16. Storage Sheds.** Temporary storage sheds are defined as any enclosure (e.g., closet, cabinet, shed, box, etc.) built or manufactured to house or hold additional items. Temporary storage sheds must:

- not form any part of a fence or gate,
- not extend higher than an approved fence,
- be kept in the rear yard area,
- be kept in good repair and present a neat appearance, and
- be properly secured so as not to present a hazard during storms or high winds.

**17. Trash.** Trash shall not be allowed to accumulate on the property. Residents are responsible for picking up litter on their property and preventing windblown debris from originating from their property.

a) All household trash, recycling and other items placed curbside for collection shall be placed in a hard rubber, plastic, or metal trash can covered with a tight fitting lid. Homeowners shall take the necessary precautions to prevent the contents of such containers from tipping and/or spilling. Trash cans should be clearly marked with the house number. Trash can lids

should also be marked with house numbers if the lid is not permanently attached to the trash can.

b) Any trash that does not fit within the homeowner's trash container shall be placed curbside in an appropriate manner to avoid interfering with the public right of way, ingress/egress, easement, and other residential lots or common areas. Any trash placed curbside in this manner must also be properly secured to prevent its contents from being disturbed due to weather conditions and/or animals. It is the homeowner's responsibility to remove trash and debris which has blown onto other homeowner's property and/or common areas.

c) Trash and recycling bins can be placed curbside no earlier than 7:00 p.m. on the evening before pickup and must be removed from public view on the evening of the scheduled pickup.

d) All trashcans and recycling bins must be kept clean inside to reduce their attractiveness to rodents and foraging wildlife (i.e. raccoons).

e) Uncollected trash or recyclables must be removed from the curb by the end of the day.

f) Trash cans and recycling bins shall be stored out of sight. Trash cans and recycling bins shall be removed from the front curb following trash pick-up and are never to be stored in front of the house or remain in public view on non-collection days.

These rules are based on Fairfax County Code (Codified through Ordinance No. 13-05-7, adopted March 21, 2005), Chapter 46, "Health or Safety Menaces", which includes the following language:

Section 46-1-1. Definitions.

(a) A *public health or safety menace* means any condition which might endanger the health or safety of the public, including but not limited to:

(1) Unsanitary or improper storage or disposal of trash, garbage, refuse, debris, other solid waste or hazardous waste; ...

(7) Garbage which is not contained in a water-tight, rodent-proof container which is equipped with a tight-fitting lid;

**18. Vehicles.**

a) No trailer or similar equipment shall be permitted to remain on the property.

b) No commercial, industrial or recreational vehicle (including boats and jet skis) shall be parked on the property without the written consent of the Board of Directors.

c) Major repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any lot or in the common areas.

d) No unlicensed vehicles are permitted on the property. The board shall have the right to tow any junk vehicle or other vehicle without current plates that is on any lot or in the common area upon 48 hours' notice.

e) All vehicles must comply with all applicable state laws and county ordinances, and must be maintained in proper operating condition so as not to present a hazard or nuisance due to noise, exhaust emissions, fluid leakage, or flat tires.

f) The board shall have the right to tow any improperly parked vehicle or any vehicle, which violates state laws, county ordinances, or the HOA declarations and supplemental regulations upon 48 hours' notice posted on the vehicle.

**19. Window Treatments.** Any portion of window treatments visible from outside of the dwelling must be kept in good working order.

The HOA Board understands that new homeowners may not have window treatments (i.e. blinds, shades, curtains and/or draperies) immediately upon moving into Ridgetop Commons. After a reasonable amount of time, however, materials intended as temporary coverings (including, but not limited to brown craft paper and bedding draped on windows) must be removed and permanent window treatments must be installed.