

Rules and Regulations for Birchfield Wood Cluster Association

I. Effective Date

This document shall take effect immediately upon publication to members of the Birchfield Woods Cluster Association, after approval by the BWCA Board of Directors at a hearing announced to all members of the cluster association.

II. Relationship to Other Documents

In addition to federal, state, and local laws, the following documents also establish rules and regulations applicable to all properties in the cluster:

- Reston Protective Covenants (Deed of Dedication of Reston)
- Reston Association Design Guidelines
- Birchfield Woods Cluster Association Articles of Incorporation
- Birchfield Woods Cluster Association Bylaws

III. Enforcement

The Board of Directors may take any lawful action it deems necessary and appropriate to initiate or support the enforcement of federal, state, or local laws.

To enforce these Rules and Regulations, the Board of Directors may take any action available to it under the law and under the BWCA Articles of Incorporation, Bylaws and these Rules and Regulations. These three Association documents will be referred to hereinafter as the Rules. This may include, in addition to other methods of enforcement, an assessment of up to \$50 for a single violation or up to \$10 per day for a continuing violation and suspension of use of common areas. Before any sanction is imposed, a hearing will be held before the Board of Directors and notice provided in accordance with the Virginia Property Owners' Association Act. Other methods of enforcement may be specified for particular rules.

IV. Rules and Regulations

A. Parking

1. Each lot is assigned two reserved parking places in accordance with the attached table. These parking spaces will be as close to the front of each house as the parking plan permits. These reserved spaces are for the exclusive use of the residents of the particular house, be they owners or renters. No other residents or guests may park in these spaces without permission of the resident to whom the spaces are assigned.
2. Residents do not have property rights to these parking spaces. The parking spaces are part of the Association's common area and the resident is given the exclusive use of the assigned spaces. The Board reserves the right to reallocate parking spaces when, in their sole discretion, such reallocation is necessary.
3. The residents of each lot, whether owner or renter, have the sole responsibility of monitoring the use of their reserved parking spaces. When an unauthorized vehicle parks in a reserved spot, residents should first speak with the vehicle owner, remind them of the reserved parking rules, and attempt to resolve the situation amicably. As a last resort,

residents may contact a member of the Board to request the Board tow an unauthorized vehicle from the spaces assigned to them.

4. Visitors' parking spaces are identified with a "V" painted on the curb. Vehicles owned or operated by residents may not be parked in any space designated as a visitor's space between the hours of 5 AM and 9 PM Monday through Friday and 9 AM through 9 PM Saturday and Sunday. If a resident observes another resident's vehicle parked in a visitor space, they should notify a member of the Board and identify the house number of the owner or operator of the vehicle. Individual residents may not have vehicles towed from visitor's spaces. In the event a vehicle is parked in a visitor's space, a member of the Board will make a reasonable effort to verify whether the vehicle is owned or operated by a resident and contact them to determine if there are extenuating circumstances before initiating towing enforcement.

B. General Motor Vehicle Regulations

1. While on the Association's common area, all persons shall obey all no parking zones, fire lanes and all other posted parking regulations. Any vehicle violating this rule may be towed on the authorization of a member of the Board without further notice, at the vehicle owner's risk and expense.
2. All vehicles driven on the Association's property must obey the speed limit.
3. All vehicles parked on the Association's property must be in safe operating condition and comply with all relevant motor vehicle licensing, inspection, and registration laws.
4. Vehicles may not be parked in a way that obstructs the flow of traffic or movement of other vehicles or persons, and vehicles may not park in fire lanes or other prohibited areas. Violators are subject to immediate towing without further notice and at their own expense.
5. Only minor vehicle maintenance is allowed, such as washing exterior, cleaning interior, checking or adding fluids, tune-up adjustments or changing superficial components (belts, spark plugs, air filters, etc.). Major vehicle repair or maintenance, such as engine rebuilding, or work which could cause spills, such as the changing of fluids, shall not be performed on Association property.
6. Any vehicle leaking gasoline, oil, anti-freeze, or any other hazardous fluids shall be repaired within five (5) business days or be subject to towing at the sole risk and expense of the owner after notification from the Board. Any fluids leaking from vehicles must be disposed of according to applicable federal, state, and local environmental laws.
7. Garbage trucks, tractor trailers, dump trucks, construction equipment, cement mixers or similar heavy vehicles are prohibited from parking on Association property for more than 24 consecutive hours.
8. Vehicles that are not self-propelled, such as trailers, boats, etc., shall not be parked on the Association's property for more than 24 consecutive hours.

9. Portable Storage Units (also known as “PODs”) and similar storage items may be placed in a resident’s reserved parking space for no longer than 7 consecutive days. Property owners are responsible for any damage to the parking area caused by the storage unit. No other items may be stored within a parking space.
10. To minimize the long-term parking of recreation vehicles on residential lots and streets and to comply with Section VI.2(b)(10) of the Deed, the Reston Association Board of Directors and the Reston Association Covenants Committee provide a fenced lot at the Central Services Facility for the parking and storage of campers, trailers, boats, and other recreational vehicles.
11. To facilitate access to the parking spaces, all residents are responsible for removing all snow and ice from the sidewalks in front of their house within 24 hours of the end of a winter storm.
12. Residents are responsible for ensuring that visitors and the drivers of any service or commercial vehicles visiting their home comply with these rules.
13. The Association, its directors, officers, and agents, shall not be considered a bailee of any personal property stored or placed upon the Association’s property including property located in vehicles parked on the Association’s property, whether or not exclusive possession of the particular area is given to the resident for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

C. Parking & Vehicle Enforcement

1. The following violations are subject to immediate towing enforcement without warning or notice, other than County-required posted towing signage:
 - Vehicles obstructing vehicular or pedestrian access to drives, fire lanes, hydrants, ingress/egress to a lot or common area, or access to other vehicles, etc.
 - Vehicles that pose any immediate safety risk as determined in the Board’s sole discretion.
2. The following violations are subject to towing enforcement upon notice to the vehicle owner:
 - Unauthorized vehicles parked in a resident’s assigned space.
 - Resident vehicles parked in a visitor’s space.
 - Other violations as determined in the Board’s sole discretion.

The Board will attempt to notify the violating person prior to initiating towing enforcement; however, if the Board cannot reach the person after a reasonable attempt, the Board may authorize towing enforcement without further notice. Notification may consist of a letter or notice left on the vehicle’s windshield. The Board, for that purpose, has established a relationship with Henry's Wrecker Service. Vehicles may be reclaimed by the registered owner, with vehicle registration and driver's license, after full payment of towing and storage charges. Full payment must be made such methods as required by the towing company. Any costs incurred

to enforce the above, to include towing fees, court costs and attorney fees will be the sole responsibility of the owner of the vehicle subject to enforcement. If a resident causes a vehicle to be wrongfully towed, that resident is responsible for all costs, to include towing fees, court costs and attorney fees.

3. Any resident who violates this policy more than once may be subject to further enforcement, including, without limitation, injunctive relief.

D. Trash, Recyclables and Hazardous Waste

1. Litter may not be left in the common areas of the association.
2. Collected scheduled days, except Thanksgiving, Christmas, New Year's Day, and other observed holidays
3. All trash must be placed curbside for pickup in bags inside an animal-proof container with a lid (such as a rubberized trash can). A plastic bag by itself is not an appropriate container for trash.
4. Trash, recyclables, and yard waste may not be placed at curbside earlier than 7:00 PM the night before a scheduled pickup.
5. Trash and recyclable containers must be retrieved from the curb as soon as possible after a pickup, and not later than 24 hours after the actual time of the pickup.
6. Trash and recycling materials, and their containers, may not be stored where they can be seen clearly from the street.
7. Hazardous waste must be disposed of in accordance with applicable Fairfax County regulations.

E. Recycling

1. All recyclable material must be placed in a covered recycling bin, preferably in a white or clear trash bag to minimize litter in the common areas.
2. Accepted materials include: cardboard, mixed paper, metal food & beverage containers, plastic bottles & jugs, etc. Boxes must be broken down and flattened.
3. Unaccepted materials include: hazardous waste, paint, glass
4. Glass can be taken to Purple Can drop off locations for recycling.
5. County Disposal locations can be found at the I-66 Transfer Station & I-95 Landfill Complex
6. For detailed information, contact Fairfax County Recycling Program Requirements

F. Bulk Items

1. Bulk items that are burnable and weigh less than 40 lbs. can be disposed of at no additional cost to the Customer.
2. Bulk items that exceed these specifications may qualify for removal for an additional charge depending on the item (scheduled On-Demand).
3. Individual residents' bulk items that exceed the above specifications can be collected and disposed of at an additional charge to the individual residents, contact the vendor for options.

G. Christmas Trees

1. Christmas trees will have two scheduled days for pickup, both prior to January 15. Scheduled days will be communicated during the winter season.
2. Pick up includes natural trees only, all decorations must be removed.

H. Snow and Ice Removal

1. All property owners are responsible for removing all snow and ice from the sidewalks in front of their housing unit within 24 hours of the end of a winter storm.

I. Short Term Rentals

1. In order to lease their lot for any duration of time, owners must use written agreements. The agreement must require the tenant to comply with the Association's rules and regulations which include, without limitation, the rules and regulations promulgated by the Board, the Reston Deed, and the Association's Articles of Incorporation and Bylaws ("Rules"). The lease must state that the tenant's failure to comply with the Rules constitutes a default under the lease. Owners are responsible for providing their tenants with a copy of the Rules and ensuring that their tenants use and occupy the dwelling, lot, and common area in accordance with the Rules.

2. Owners must provide the Association with the name, contact information (phone number and email), and vehicle information (year, make, model, color and license plate) for all occupants/tenants who will be residing in the property, the name and contact information of any authorized agent of the lot owner, and the contact information for the lot owner using the enclosed form and submitting the form to the Association within ten (10) days of ratification of the lease. If the written lease contains the information required on the form, the lease may accompany the form. The lot owner is responsible for ensuring the books and records of the Association reflect their current contact information, including mailing address.

1. Any owner or occupant engaging in short-term lodging activity must comply with the Fairfax County Zoning Ordinance (the "Ordinance") in all aspects, including, without limitation:

- (a) being a permanent resident of the lot hosting the short-term lodging use;
- (b) having a valid permit issued by the County;
- (c) complying with the requirements of the applicable version of the Uniform State Building Code ("USBC");
- (d) having a working multi-purpose fire extinguisher and interconnected smoke detectors and carbon monoxide detectors (when required);
- (e) having a plan posted inside the door to each sleeping room showing the exit pathway from the sleeping room to the nearest exit from the dwelling;
- (f) having one designated off-street parking space available for lodgers;
- (g) not renting the dwelling for more than 60 nights per calendar year;
- (h) not allowing more than six adult lodgers per night, unless the USBC requires fewer occupants due to the size of the dwelling;
- (i) requiring all lodgers occupying the dwelling to be associated with the same rental contract;
- (j) only allowing one rental contract per night;

- (k) prohibiting events and activities, including luncheons, banquets, parties, weddings, meetings, fund raising, commercial or advertising activities, and any other gathering of persons other than the authorized lodgers, whether for direct or indirect compensation; and
- (l) complying with all other requirements imposed by the County.

Any violation of the Ordinance shall also be a violation of this Policy. To the extent that the Ordinance's short-term rental provisions are subsequently amended, such amendments are incorporated into this Policy without the need for the Board to further amend the Policy.

J. Private Property Landscaping

1. Property that is within the boundary of an individual lot is the responsibility of the owner to maintain and upkeep.
2. Maintenance includes regular mowing of grass, trimming of trees (that reside within the property line of the unit) so as to not obstruct common areas or neighboring properties.
3. Care of grass, trees, bushes, plants, etc is expected so as to maintain the health of the vegetation on the private property that is visible from common areas in the community.