

# SECTION I

## Introduction

This handbook has been prepared by the Weatherstone Cluster Association Board of Directors (the “Association Board”), in conjunction with the Virginia Property Owners Association Act, the Reston Association Governing Documents, and the existing Weatherstone governing documents. This handbook is designed to ensure that all members of the Weatherstone Cluster Association (the “Weatherstone Association”), prospective and current, have adequate opportunity to familiarize themselves with the Weatherstone Association and the regulations of the Weatherstone Association. The purpose of the Weatherstone Association regulations is to ensure that Weatherstone Cluster remains an attractive, viable and inviting community.

Every homeowner within the Weatherstone Association (a “Weatherstone Homeowner”) is also a member of the Reston Association. Reston’s covenants and regulations are contained in the Governing Documents of the Reston Association which includes Reston’s Protective Covenants (Deed of Dedication of Reston) (or “The Reston Deed”), Articles of Incorporation, and Bylaws. These documents are available to all homeowners from the Reston Association. They define the rights, responsibilities, and obligations of all members to comply with covenants and regulations of the Reston Association.

The Reston Deed is also the enabling document underlying each Cluster Association within Reston. The Reston Deed designates the Board of Directors for each Cluster Association as the responsible agent for carrying out the purposes of each respective Association including, but not limited to, the assessment and collection of annual dues and the maintenance of common property. To carry out its mandate, each Board of Directors is empowered to establish rules and regulations in accordance with the provisions of the Bylaws and Articles of Incorporation for its Association. Please take note that the governing documents of the Weatherstone Association, including these rules and regulations, serve to supplement and not supercede those of the Reston Association.

It is the responsibility of every Weatherstone Homeowner to ensure that they, their families, tenants, and visitors comply with the provisions of these regulations. New Weatherstone Homeowners will receive a copy of these regulations as a part of the disclosure packet upon purchase of a home within the Weatherstone Cluster. Replacements and additional copies may be ordered from the Association Board upon written request and payment of a \$10.00 administrative fee. As changes in the Weatherstone Association’s policies and regulations are made, updates will be distributed to Weatherstone Homeowners at no additional charge. These changes will be mailed to each Weatherstone Homeowner. It is vitally important that each Weatherstone Homeowner keep the Association Board informed of any changes of ownership, changes in address of record, and changes in mailing address.

These regulations were adopted at the 2001 Annual Homeowner’s Meeting, have been revised through January 1, 2010, and supersede all previous issues. Effective dates of subsequent updates are indicated in the respective page footers.

## **SECTION II**

### **General Information**

Weatherstone Cluster consists of 58 townhomes on Weatherstone Court in the North Point area of Reston. While the townhouses and their adjoining properties are individually owned, streets, sidewalks, the tot lot, parking areas, street lights, and other common grounds are owned and maintained by the Weatherstone Cluster Association, Incorporated (the "Weatherstone Association"). The Weatherstone Association is a nonprofit, non-stock Virginia Corporation consisting of all Weatherstone Homeowners. The Weatherstone Association was incorporated in 1993 and was turned over to the Weatherstone Homeowners in 1995. The Weatherstone Association's operations are funded by an annual assessment determined by the Association Board. Weatherstone Homeowners are also required to pay a separate annual assessment to the Reston Association.

The Association Board consists of three members: a president, a secretary, and a treasurer. The Association Board may be advised by an Architectural Review Committee whose charter is to periodically review and recommend to the Association Board regulation compliance issues, or other committees that may be formed. The Association Board is responsible for the operation of the Weatherstone Association including maintenance of common areas, enforcement of Weatherstone Association articles, by-laws, regulations and the assessment of dues to pay for these items. Notice of Association Board meetings shall be posted on Cluster mailboxes by the Association Board at least two weeks prior to the meeting. The notice shall include proposed agenda items and an invitation for Weatherstone Homeowners to submit further agenda items. Additional agenda items must be submitted to the Association Board's secretary at least seven (7) days prior to the meeting date. The most important meeting is the Annual Homeowners Meeting, which may be held in conjunction with a summer Association Board meeting in May, June or July. At this Annual Association Board meeting, Association Board members are elected and important Weatherstone Association business is conducted. The Association Board shall provide a minimum of two weeks notice of all Association Board meetings. Weatherstone Association members and residents are strongly encouraged to attend Association Board meetings. Time will be set aside for Weatherstone Association members to address the Association Board and discuss issues. While all residents are invited to attend Association Board meetings, only Weatherstone Association Homeowners may vote on Weatherstone Association issues.

## **SECTION III**

### **Rules and Regulations of the Weatherstone Cluster Association**

These Rules and Regulations of the Weatherstone Cluster Association (the “Weatherstone Association”) supplement the provisions of the following governing Virginia statutes and Reston Association documents and are binding to all homeowners, tenants and guests:

Virginia Property Owners Association Act  
Reston Protective Covenants  
Fairfax County Ordinance

The Reston Deed of Dedication empowers the Association Board of Directors (the “Association Board”) to establish rules and regulations in accordance with the provisions of the Bylaws and the Articles of Incorporation for the Association.

“Reston is a covenanted community. Therefore, any additions or changes to the outside appearances of any property including, but not limited to, color, decks, privacy fences, screen/storm doors, must have the prior written approval of the Weatherstone Cluster Association and the Reston Association Design Review Board. The Board of Directors maintains a library of Reston Association and Fairfax county documents to assist you in completing your project in accordance with governing documents. Where no Weatherstone Association policies, regulations or standards are in force, the requirements default to the Reston Association governing documents and covenants.”

The common areas of the Weatherstone Cluster include all property and areas within the boundaries of the Weatherstone Cluster that are not part of a privately owned townhouse lot including:

Lawns, paths, and landscaped grounds maintained by the Weatherstone Association;  
Natural unimproved areas;  
Streets, sidewalks, and parking areas;  
Tot Lot;  
Street lights and mailboxes;  
Approved signs installed by the Weatherstone Association; and  
Approved landscape structures.

## **A. Notification of Change Status**

The Association Board is to be notified by the applicable Weatherstone Homeowner within two weeks after the occurrence of any of the events listed below affecting the status of ownership or residence of a townhouse within the Weatherstone Cluster:

1. Purchase of a townhouse property
2. Change of residence
3. Change of mailing address
4. Transfer of ownership
5. Sale of townhouse property

Notification by the Weatherstone Homeowner must include names of all current owners of the property, address of the property, the current residence and mailing address of the applicable Weatherstone Homeowners, and the name, mailing address, and phone number of the Weatherstone Homeowner's agent, if applicable.

## **B. Dues and Assessments**

1. **Fiscal Year:** The fiscal year for the Weatherstone Association is January 1 through December 31.
2. **Establishment of Operating Budget and Annual Assessment:** The annual operating budget and assessment for the following fiscal year will be established by resolution of the Association Board at the last meeting of the year prior to the new budget going into effect.
3. **Invoicing:** Weatherstone Homeowners are responsible for paying their quarterly assessment (if that Weatherstone Homeowner chooses to pay their assessment quarterly) whether or not an invoice is received from the Association Board. Annual invoices are provided by the Association Board as a convenience to Weatherstone Homeowners, and will be either mailed to the Weatherstone Homeowner's address of record with the Association Board, or shall be hand delivered by an Association Board member to the appropriate Weatherstone Homeowner.
4. **Due Dates and Payment Options for the Annual Assessment:** The assessment for the fiscal year is due and payable in full on January 1st.

Weatherstone Homeowners have the option to make quarterly payments with a payment of at least 1/4 of the current annual assessment. Under this option, payments are due January 1, April 1, July 1, and October 1. A five dollar (\$5.00) fee is charged per payment for those homeowners choosing the quarterly payment schedule.

Should any due date be on a Sunday, federal holiday or other day that the United States Post Office is not processing mail, the due date shall be the following business day.

5. **Date of Payment:** Payments will be considered to have been paid on the date of the latest postmark on the envelope received by the Weatherstone Board which contains the payment. To qualify, the envelope containing the payment must be properly addressed to the Weatherstone Association, with the

correct amount of postage. Payments delayed because of improper addressing or postage will not be considered to have been paid until actually received at the Weatherstone Association's mailing address.

**6. Grace Period:** Late fees, and any processing fees or interest charges imposed in the future, will accrue on all amounts not paid by the respective due dates. However, a grace period of fifteen (15) days from the date a payment becomes due will be allowed during which these fees and interest will accrue but will not be assessed. If payment is received by the end of the grace period, all accrued fees and interest will be waived; otherwise, accrued fees and interest will be assessed as of the original due date.

**7. Late Fees:** A late fee of thirty dollars (\$30.00) will be assessed on payments that are not received by the 15th of the month in which the assessment is due. Late fees are payable 15 days after notification by the Association Board that the assessment was late and will accrue interest at the rate of 1.5% per month on the total unpaid balance if not received by the Association Board within the 15 day grace period.

**8. Delinquent Balances:** The entire outstanding balance of any Weatherstone Homeowner's account will be due upon notification that the current assessment is thirty days (30) overdue. The Weatherstone Homeowner or their authorized agent will have 14 days to pay the full amount of the assessment and any other late fees, assessments or other legal charges assessed by the Association Board.

**9. Collection of Delinquent Balances:** Weatherstone Homeowners with delinquent balances will be notified in writing requesting payment of the outstanding amount within fourteen (14) business days after the account becomes delinquent. The written verification of delinquency will also inform the Weatherstone Homeowner of the consequences of non-payment including revocation of voting and membership privileges and the possibility of filing of a lien against the Weatherstone Homeowner's property.

If the delinquent amount remains unpaid after fourteen (14) business days after the Association Board notifies the Weatherstone Homeowner, the account will be turned over to the Weatherstone Association attorneys for collection and possible filing of a memorandum of lien with Fairfax County. All costs of collection, including but not limited to, filing of the lien, attorney fees, and court costs will be assessed to the delinquent Weatherstone Homeowner. Additionally, the Weatherstone Homeowner's voting rights and Weatherstone Association privileges are revoked until the delinquent balances are paid in full.

**10. Application of Payment:** Only when an account is paid in full, will payments be applied against the current year's assessment. For delinquent accounts, payments will be applied first to legal and filing costs, then to late charges, then to interest charges, then to processing fees, and then successively against the oldest of the outstanding balances.

**11. Returned Checks:** A returned check fee of thirty five dollars (\$35.00) will be charged for every check returned unpaid for any reason whatsoever. This fee is in addition to any fee charged by the financial institution on which the check is drawn.

**12. Fees and Charges:** Fees and interest charges on overdue accounts may also be assessed by the Association Board. These fees and charges are in addition to any fees incurred from other organizations or other actions of law, including, but not limited to, filing of liens, attorney's fees, and court costs.

### **C. Parking**

**General:** All persons entering Weatherstone Cluster property shall obey all no-parking zones, restricted parking areas, fire lanes and speed limit. All vehicles must be parked in designated parking spaces only. At no time is parking on grass areas, sidewalks, or curbs permitted. Parking in Weatherstone Cluster is limited to Weatherstone Homeowners, tenants, family members, and bone fide guests of Weatherstone Homeowners and tenants. All vehicles must be registered with the Weatherstone Association, and display a Weatherstone Association parking sticker, unless otherwise approved by the Association Board. Weatherstone Homeowners are responsible for any damages their vehicles, or vehicles of their families, tenants or guests causes to the pavement, parking areas and curbs within Weatherstone Cluster due to oil drips causing deterioration of the pavement, hazardous material remediation etc.

**Parking Assessments:** Due to limited parking space, each home within the Weatherstone Cluster is permitted to permanently park no more than two vehicles in Weatherstone Cluster without charge. For the purpose of this paragraph, “permanently” is defined as any thirty (30) days in one calendar year. Should the Weatherstone Homeowner/tenant permanently park more than two vehicles within Weatherstone Cluster. Additional vehicles will be assessed at the following rates:

- Third Vehicle, \$20 per month (\$80 per quarter)
- Under no circumstances will more than three vehicles be permanently parked within the Weatherstone Cluster’s parking areas.

Excess vehicle assessments shall be paid with the annual or quarterly homeowner’s assessment.

Excess vehicle fees shall be assessed as follows:

- Weatherstone Homeowners/tenants of record on June 5, 2005: the 3<sup>rd</sup> vehicle will be grandfathered to the previous parking regulations that were effective on August 31, 2001. However, once a “grandfathered” vehicle leaves the property and is replaced by a new vehicle, the excess vehicle fee shall apply regardless of tenure or previous grandfathered status of the Weatherstone Homeowner/tenant.

**Storage of Vehicles:** Storage of vehicles in the Weatherstone Cluster parking areas is strictly prohibited. A vehicle will be considered stored if it is not maintained in a drivable condition (see junk and abandoned vehicles) and is not moved from its parking spot for a period exceeding 21 calendar days. Weatherstone Homeowners/tenants expecting to be absent for extended periods of time due to business or vacation must notify the Association Board, who will permit a vehicle to be stored for more than 21 calendar days assuming that the vehicle continues to be registered and is in drivable condition. The Association Board will remove any vehicle that is subject to the above requirements at the homeowner/tenant’s risk and expense.

**Cul-de-Sac Parking:** The cul de sac parking areas are restricted to vehicles belonging to Weatherstone Homeowners and residents living adjacent to the cul-de-sac. These parking restrictions are in effect during the following times: Monday through Friday from 3:30 p.m. through 8:30 a.m., and all day/night Saturday and Sunday.

All vehicles parked in the cul-de-sac during restricted hours must be registered with the Association Board. Vehicles not registered with the Association Board are subject to removal from Weatherstone Cluster property without notice and at owner's expense. Weatherstone Homeowners and residents without a garage may park up to two vehicles in the cul-de-sac area. Weatherstone Homeowners and residents of garage units are limited to one vehicle parked in the cul-de-sac parking spaces.

### **Additional Cul-de-sac Parking Restrictions**

Ten of the cul-de-sac parking spaces have been reserved with a number (1-10) for certain Weatherstone Homeowners and residents without a garage. For these, each townhouse has been assigned one of the numbered spaces, as detailed below.

Townhouse	Number	Townhouse	Number
1201	1	1211	6
1203	2	1213	7
1205	3	1215	8
1207	4	1217	9
1209	5	1219	10

**Winter Parking:** Due to problems and homeowner complaints, the Association Board has adopted the following winter snow event parking rules:

- Winter parking rules go into effect automatically when 4 or more inches have accumulated on the pavement. The Secretary will attempt to post notices on the mailboxes that snow parking rules are in effect.
- A parking space that is cleared of snow by a homeowner/tenant is reserved for that person's use until the Association Board cancels the snow event parking rules.
- Under no circumstances are homeowners/tenants allowed to place objects in the cleared parking space to reserve or deter others from parking in the space.
- Homeowners clearing snow from a parking spot will not place that snow into adjacent parking areas.
- Winter parking rules are cancelled when the snow has substantially melted to have all parking spots available.
- Vehicles in violation of the snow parking rules are subject to towing at the owner's risk and expense.

**Visitor Parking:** Visitor's vehicles may be parked in the Weatherstone Cluster only while guests are visiting/residing with the Weatherstone Homeowner/tenant. In no case may visitor's vehicles be parked within the Weatherstone Cluster in excess of five (5) days without the written permission of the Association Board. Weatherstone homeowners will not allow visitors to park their vehicles in the Weatherstone Cluster parking areas unless they are legitimate guests staying with the Weatherstone Homeowner/tenant. Visitors may not park their vehicles in the cul-de-sac area of Weatherstone Cluster

during the following times: Monday through Friday from 3:30 p.m. through 8:30a.m. and all day/night Saturday and Sunday.

**Vehicles:** Commercial vehicles, taxicabs, trailers, boats, and motor recreational vehicles may not be parked anywhere within the Weatherstone Cluster boundaries except while actually loading or unloading. Commercial vehicles may only park within the Weatherstone Cluster while the vehicle owner is performing services for the Weatherstone homeowner/tenant. Weatherstone Homeowners/tenants owning commercial vehicles may not park their commercial vehicles within Weatherstone Cluster nor perform any manner of maintenance on commercial vehicles within the Weatherstone Cluster property.

**Fire Lanes and Double Parking:** All yellow painted curbs are fire lanes. Parking in designated fire lanes and double parking is illegal and will subject vehicles so parked to ticketing and towing by Fairfax County police or towing authorized by the Association Board.

**Impeding Access:** At no time shall any vehicle be parked in such a manner as to impede or prevent ready access to another parking space or driveway.

**Vehicle Maintenance:** Extended maintenance of vehicles will not be performed anywhere within the boundaries of the Weatherstone Cluster, whether common or private, that is visible from any portion of the common areas. For these purposes, extended maintenance shall be defined as any maintenance that exceeds two hours in one day. Any repair, such as painting and draining of any automotive fluids onto the parking areas is prohibited. Weatherstone Homeowners/tenants performing minor vehicular maintenance will not block access to adjoining parking spaces and will ensure that the maintenance area is returned to its original condition after the project is complete. Under no circumstances will cars be placed on jacks for the purpose of performing maintenance (exception: emergency tire replacement). Areas of maintenance outside of garages must be thoroughly cleaned after completion of the maintenance. Any costs incurred by the Weatherstone Association for cleaning will be assessed to the responsible Weatherstone homeowner.

**Junk and Abandoned Vehicles:** All vehicles parked within the Weatherstone Cluster's common areas must be in working order and be properly tagged and licensed in conformity with the laws of the State of Virginia and the County of Fairfax. No junk or abandoned vehicles may be parked within the boundaries of the Weatherstone Cluster. A junk vehicle, as defined by Fairfax County Ordinance, is any motor vehicle or trailer that cannot be operated in its existing condition because the parts necessary for operation, such as but not limited to tires, windshields, engines, drive trains, driver's seats, steering wheels or columns, gas or brake pedals, are removed, destroyed, damaged, or deteriorated. Vehicles that don't conform to the requirements of the state and county will be identified to the appropriate authorities and are subject to towing by the Fairfax County Police or Association Board.

**Commercial Activities:** No part of the parking areas, common areas and street areas of Weatherstone Cluster shall be used for commercial activities of any nature without prior approval of the Association Board. Commercial activities within a home must conform to the Reston Association regulations and the laws of the state of Virginia and Fairfax County.

**Enforcement:** Any violation of the provisions of these parking regulations will subject the vehicle in question to towing by a towing company contracted by the Association Board. Towing can only be authorized a member of the Association Board or the Fairfax County police/fire department. The towing company will collect all fees incurred in connection with the towing from the owner of the vehicle.

The Association Board has an established relationship with a nearby towing company for the administration of these provisions. Any costs incurred by the Weatherstone Association to enforce the provisions of these regulations, including towing cost, court costs, and attorney's fees, will be the sole responsibility of the owner of the vehicle subject to enforcement.

Nothing contained in these regulations, whether expressed or implied shall be construed to impose any liability whatsoever on the Weatherstone Association, Association Board or any member of the Association Board for theft, loss, or damage to vehicles and/or property loss as a result of violations of the Bylaws or the rules and regulations concerning parking. Decisions to tow can be made by a member of the Association Board. Such decisions have the full authority of the Weatherstone Association and will be backed by the resources of the Weatherstone Association in the event of legal action.

Reports concerning violations may be made to any Association Board member. Reports must include the name of the caller, the location, make of vehicle, color, and license plate number of the offending vehicle.

Fairfax County police are authorized to enter the Weatherstone Cluster in order to assist in enforcing the Weatherstone Association parking regulations as well as the laws of the State of Virginia and the County of Fairfax.

#### **D. Pets**

**General:** All Weatherstone Homeowners/tenants, guests, employees and contractors, including commercial pet walking/visiting services, will comply with Fairfax County animal ordinances and Weatherstone Association regulations. The Association Board will authorize the Fairfax County Department of Animal Control to enter the Weatherstone Cluster grounds whenever necessary to enforce county animal ordinances.

Pet owners are responsible for the immediate removal and proper disposal of feces dropped by their animal on both common areas and the private property of other residents. Due to the proximity and multiple uses of the Reston Association areas around the lake and adjoining walking paths, the Association Board will notify the Reston Association and Fairfax County of pet owners failing to clean up after their pets in those areas.

Pet owners shall ensure their pets do not trespass on the private property of other owners and residents.

No pets, of any type, are allowed within the confines of the tot lot.

Dogs must be leashed at all times when off the private property of its owner or custodian.

Pet owners are responsible for damages to Weatherstone Cluster property and Weatherstone Homeowner's private property caused by their pets.

Weatherstone Homeowners/tenants will not allow their pets to be a noise nuisance through excessive barking. Pets will not be left unattended outside for extended periods of time when the homeowner is not present. Below is an excerpt from the Fairfax County Code (Section 108-5-2):

Owning, keeping, possessing, or harboring any animal or animals which frequently or habitually howl, bark, meow, squawk or make such other noise as is plainly audible across property boundaries or through partitions common to two (2) persons within a building, are declared to be noise disturbances in violation of this Chapter...

Nuisance noises may be reported to the Police Department at 703-691-2131. A complainant may also request that the owner of the animal abate the noise violation. If the violation continues, that person, along with another complainant, who is not a member of the same household, may go to a magistrate and swear out a warrant against the animal owner. The complaining parties may appear in General District Court for action against the animal owner.

**Enforcement:** Pet owners failing to comply with these regulations will receive one (1) written warning notice from the Association Board on the first occurrence. Subsequent occurrences will result in an assessment against the pet owner (the Weatherstone homeowner is responsible in the case of guests/pet services failing to comply) not to exceed fifty dollars (\$50.00) for each offense. The Association Board will seek trespass warrants against non-Weatherstone Homeowners/tenants (including guests and commercial pet caregivers who do not comply with the regulations set forth in this document). In addition to the assessment stated above, the Association Board will file an official complaint with the Reston Association and Fairfax County animal control regarding homeowners who fail to comply with this provision. For Weatherstone Homeowners/tenants, contractors and guests who fail to clean up after their pets on the properties adjoining Weatherstone Cluster (i.e. Pathway along the lake and RA properties), the Association Board will notify the appropriate county authorities.

#### **E. Use of Common Areas**

**General:** The common areas of the Weatherstone Cluster are for the equal access and enjoyment of all Weatherstone Homeowners, residents, families and guests.

**Alterations:** No alterations of the common property may be undertaken without prior written approval of the Association Board. Approval to do so will require that the Weatherstone Homeowner maintain the alteration in the approved state, otherwise the common area will be returned to its original state. The provisions of this paragraph convey upon sale of the residence and will be included in the Weatherstone Association disclosure packet.

**Dumping:** Dumping refuse of any sort is prohibited. Dumping of grass, yard debris and storage of personal items in Weatherstone Cluster's natural areas is prohibited.

**Vegetable Gardens:** Vegetable gardens are not permitted in common areas.

**Storage of Personal Property:** No portion of the common areas will be used for the storage of personal property. Lawn ornaments are not to be placed on common areas. Storage of any items in the front or side of the homes, where visible from the common areas, is prohibited.

**Commercial Activities:** No part of the common areas shall be used for commercial activities of any nature without prior written approval of the Association Board.

#### **F. Garbage and Recycling**

**General:** The Association Board negotiates contracts for pick-up of recycled materials and disposal of garbage to reduce the wear and tear of our private street by numerous large vehicles, to obtain the lowest cost of service, and to reduce the amount of time that refuse is located at the curb. Waste removal and recycling costs are paid through the Weatherstone Homeowner's dues.

Trash must be placed on the curb for pickup in a container with a lid that is capable of withstanding normal climatic conditions and scavenging animals. Trash and recycling containers are available to homeowners at no charge. Trash not in a container will be assessed after 2<sup>nd</sup> violation.

Trash and recycling containers are not to be put out before 5:00 p.m.; except that, due to earlier sunset times between October 1 – April 1, trash may be put out by 4:00 p.m. the day prior to pickup. After pickup, trash containers, recycling containers, loose and leftover articles are to be removed no later than 9:00 p.m. on the day of pickup.

Storage of trash, trash containers, and recycling containers is not permitted in the front of the home. Containers may be stored on the sides of homes so long as they are hidden from view from any portion of the common areas or areas adjacent to Weatherstone Cluster. Under no circumstances will trash be stored outside the home that is not in an enclosed container.

**Excluded Materials:** The following materials are prohibited and may not be placed in the trash for pickup within the Weatherstone Cluster: rocks, concrete, dirt, soil, sod, tree stumps, paint, motor oil, construction trash, combustibles, toxic or hazardous wastes, or any other material excluded from the disposal site, or any applicable state or federal law, as being hazardous or toxic. The Weatherstone Homeowner accepts all responsibility and liability for damages suffered by the Weatherstone Association or by third parties due to the inclusion of such hazardous or toxic materials with the Weatherstone Homeowner's waste. The responsible Weatherstone Homeowner will be required to indemnify and exonerate the Weatherstone Association from any and all claims, liability, penalties, damages and/or attorney's fees incurred by, or asserted against the Weatherstone Association as a result of the Weatherstone Homeowner's/Homeowner's tenant's attempt to dispose of such material through the Weatherstone Association's sponsored trash service.

#### **G. External Appearance**

**General:** It is incumbent on each Weatherstone Homeowner to ensure that their home is maintained in a manner that is consistent with the character of the Weatherstone Cluster. In all instances not explicitly

covered by Reston Association documents, the Association Board reserves the right to judge the suitability of all actions, both permanent and temporary, taken by Weatherstone Homeowners and residents which affect the outward appearance of their unit. Nothing in these provisions, whether expressed or implied, relieves the Weatherstone Homeowner from ensuring their home and property complies with Reston Association protective covenants, and Weatherstone Association standards.

**Lighting Fixtures:** Front exterior lighting fixtures are to be replaced only with fixtures of similar size, color, and style as approved by the Reston Association. If a Weatherstone Homeowner is not sure a fixture is acceptable, Association Board and possibly Reston Board approval is recommended before installing.

**Storm Doors:** Exterior storm doors are allowed. Storm doors must be the full-view style and match the color of the entry door or the entry door trim.

**Decks:** Decks must be constructed to Reston Association standards. Deck rails and deck supports must be made of treated lumber. Deck floors must be made of treated lumber or a manufactured product that has the appearance of wood. If a manufactured product is used for the deck floor, the color of that product must match the color of the deck rails and deck supports. Wooden portions of decks must be treated with a clear protectant or with an approved stain, but may not be painted.

**Privacy Fences:** Fences must be of a "Board-on-Board" construction and be made of cedar. Fences may be treated with a clear protectant but must not be painted nor stained.

**Exterior trim:** Exterior trim must be kept in a condition consistent with neighboring units. Trim can be either wood or a manufactured product that has the appearance of wood. Trim will be repainted if bare wood or manufactured product is evident, or if paint is peeling and flaking along the trim and fascia. Trim and fascia will be painted Duron "*Oriental Ivory*", or will be constructed of a material that maintains a color equivalent to Oriental Ivory as determined by the Association Board and as approved by the Reston Association. The Elden Street Sherwin Williams dealer is familiar with the requirements for Weatherstone Association paint and stain.

**Siding Stain:** Each unit is stained either dark or light grey. Owners are responsible to ensure the proper stain color is used when staining their siding. The color code for the "dark" stain is Sherwin-Williams Y3-2y23 G1-10 R2-12+1 B1-52. The color code for the "light" stain is Sherwin-Williams G1-3+1 Y3-10+01 N1-4y23+01 W1-4y28+11 B1-12.

**Main Entry Doors:** The main entry door may be painted any one of the following McCormick Colonial Exterior colors: Cobblestone Grey-- #215; Mauvewood-- #473; Grey Flannel--#471; Pinewood--#474; and Valley Green-- #478.

**Shingles:** Roof shingles are from Certainteed Independence Shingle: "Weathered Wood"

**Bricks:** Brick on all units are from Maryland Clay Products: "Northern Rose"

**Window Screens:** Screens that are ripped or torn must be replaced immediately.

**Landscape Borders:** Landscape borders are to be kept low and unobtrusive. Fencing and railings are not permitted.

**Deck Awnings:** Deck awnings must first be approved by the Reston Association Design Review Board (the “DRB”). In addition to DRB conditions, deck awnings must be a solid color of similar match to the color of the applicable house or trim; the valance must be straight, and the Weatherstone Homeowner is responsible for restoring the area to its original condition when the approved awning is removed.

**Flags:** National flags, school flags, and decorative flags are permitted on a Weatherstone Homeowner’s property. Flags must be attached to the individual unit. Flag poles are not permitted to be installed in the ground.

**Signs:** Signs are not permitted within the boundaries of the Weatherstone Cluster except those approved in writing by the Association Board. Exceptions: (1) Homeowners may install “For Sale” signs on their private property advertising the sale of their property. Such For Sale signs must be removed within 72 hours of closing. (2) Weatherstone Homeowners/authorized real estate agents may place one sign at the Cluster entrance advertising an “Open House”. Such Open House signs must be removed by the homeowner/real estate agent daily at the conclusion of the open house.

## **H. Other**

**Speed Limit:** The speed limit within the boundaries of Weatherstone Cluster is ten (10) miles per hour.

**Noise:** Fairfax County noise ordinance prohibits loud noises that jeopardize the health or welfare, or degrades the quality of life for residents of Fairfax County. Nuisance noises are considered an illegal noise disturbance when plainly audible across property lines or through partitions. Weatherstone residents/tenants and visitors/guests are expected to abide by the Fairfax County noise ordinance and exercise due consideration at all hours to ensure they do not disturb others. Power equipment (e.g., power lawn mowers, edgers, saws, power washers) is not to be operated between the hours of 9:00 p.m. and 7:00 a.m. daily.

**Garage Sales:** Requests for garage sales must be submitted in writing and approved by the Association Board.

## **I. Enforcement of Articles, Rules and Regulations**

The Association Board may assess charges against any member who violates the Articles of Incorporation or the Rules and Regulations of the Association. The Association Board may also assess charges against any member who is responsible for a family member, tenant, guest or invitee who violates the Rules and Regulations of the Weatherstone Association. The amount of any charges so assessed shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as an assessment against the member’s lot for purposes of any right of the Weatherstone Association to assert a lien on the lot. Such assessments are in addition to any costs, including legal fees, incurred by the Association Board or Weatherstone Cluster in taking corrective action.

Before any charges are assessed, (other than late dues assessments), the member shall be given an opportunity to be heard and represented by counsel before the Association Board. Notice of hearing shall be hand delivered or mailed by to the member at the address of record contained in the Weatherstone Association files, at least fourteen (14) days prior to the hearing. At the hearing, both the Weatherstone Homeowner and the person lodging the complaint will have the opportunity to call witnesses and introduce and rebut testimony and evidence. If the Weatherstone Homeowner fails to attend the hearing, the Association Board may assess the charges for the violation in the Weatherstone Homeowner's absence. Weatherstone Homeowners electing to have legal counsel present at a hearing must give the Association Board and the registered agents of the Weatherstone Association 14 days notice prior to the hearing date.

Assessments levied by the Association Board for violation of the Rules and Regulations will be due and payable within thirty (30) days following the date of the hearing. Assessments not received by the due date will accrue an additional fee at a rate of eighteen percent (18%) simple interest rate.

A Weatherstone Homeowner, resident, or Association Board member may initiate the enforcement procedure by writing to the Association Board stating the nature of the complaint, the name (if known) and address of the responsible party, and the names and addresses of other witnesses. The letter must include the name, address, and telephone of the person making the complaint and must be dated and signed. If the Association Board decides to take action, the Association Board will send a letter to the responsible Weatherstone Homeowner stating the nature of the complaint, corrective actions required, and the amount of impending charges to be assessed. This letter may also include the notice of hearing.

## SECTION IV

### Administration

**Distribution to Weatherstone Homeowners:** It shall be the responsibility of the Secretary or other official designated by the Association Board to provide a copy of the Weatherstone Association regulations to Weatherstone Homeowners. Copies will be provided as a part of the required disclosure packet upon sale of the home. The cost of the Disclosure Packet is \$75.00 and will be delivered to seller upon clearance of check.

**Nonowner Residents:** It shall be the responsibility of the Weatherstone Homeowner, or their designated representative, to provide nonowner residents with pertinent information contained in these regulations, as well as any other rules and regulations adopted by the Association Board, with respect to the Weatherstone Association.

**Amendments:** It shall be the responsibility of the Secretary or other official designated by the Association Board to notify all homeowners of any changes made in these regulations thirty (30) days prior to the effective date of the changes.

- 1. By Association Board.** Amendments to these regulations may be adopted by the affirmative vote of a majority of the Association Board at a regular or special meeting of the Association Board
- 2. By Members.** Amendments to these regulations may be adopted by the affirmative vote of two-thirds (2/3) of the members present, either in person or by proxy in writing, at a regular meeting or a special meeting called for this purpose. In this instance, a quorum of homeowners must be present.

**Association Board:** The Association Board consists of the President, Secretary and Treasurer. Association Board members must be Weatherstone Homeowners of record and are elected at the summer Association Board meeting in May, June or July depending on scheduling. The Association Board elections shall be staggered in one (1) year increments to ensure continuity on the Association Board. The President is elected in year one, the Secretary in year two, and the Treasurer in year three. The term for Association Board members is three (3) years. If an Association Board member is unable/unwilling to complete the term of office, the remaining Association Board members will solicit volunteers to assume the vacant position for the remainder of the term. The President, after consulting with the remaining Association Board member, shall be the determining authority for filling the vacancy. A letter of appointment will be executed by the Association Board designating the new Association Board member.

# SECTION V

## Useful Information

### DUTIES OF THE ASSOCIATION BOARD

**President.** The President resides over HOA meetings; sets strategic direction and vision for Weatherstone Association; ensures Weatherstone Association bylaws are enforced; represents the Association Board and the Weatherstone Association to the Reston Association; approves all internal/external correspondence; signs checks and contracts on behalf of Weatherstone Association; provides decision authority on complaints, late fees, and noncompliance assessments; in conjunction with Association Board, approves annual operating budget; assists homeowners with issues regarding the Association Board and Weatherstone Association; assists the other Association Board members as necessary with the requirements of the Weatherstone Association and Reston Association; in concert with the other Association Board members, establishes committees as needed to address Weatherstone Association issues and make recommendations to the Association Board; performs other duties as agreed to by the Board of Directors.

**Secretary.** The Secretary is responsible for maintaining the records of the Weatherstone Association; maintains a file for each home that includes all pertinent data regarding that home (owner, vehicles, rental agent, bylaw violation letters etc.); attends the Association Board meetings; produces and maintains all records and meeting minutes pertaining to Association Board meetings; prepares all internal and external correspondence for the Association Board and Weatherstone Association; signs checks; assists the President and Treasurer as necessary in conducting Association Board and Weatherstone Association business; prepares the Weatherstone Association disclosure documents; in conjunction with Association Board, approves annual operating budget; assists homeowners with issues regarding the Association Board and Weatherstone Association; assists the other Association Board members as necessary with the requirements of the Weatherstone Association and Reston Association; in concert with the other Association Board members, establishes committees as needed to address Weatherstone Association issues and make recommendations to the Association Board; performs other duties as agreed to by the Board of Directors.

**Treasurer.** The Treasurer is responsible for maintaining the financial operations and records of the Association (normally accomplished on the Association owned laptop and QuickBooks software); maintains Weatherstone Association records electronically to the maximum extent possible and ensures that the data is securely backed up on media separate from the Association laptop; forwards obsolete financial records to the Secretary for archiving; prepares the annual budget and presents the proposed budget to the Association Board for approval; prepares and delivers invoices for annual assessments to the Weatherstone Association homeowners; collects annual and quarterly assessments; deposits funds in the Weatherstone Association accounts, receives invoices from vendors and prepares payments for the President's or Secretary's signature; mails vendor bills; collects assessment late fees and rules violation assessments and deposits those fees and assessments into Weatherstone Association accounts; coordinates with the Weatherstone Association's audit firm and prepares documentation for the Weatherstone Association's annual financial audit; coordinates with the Weatherstone Association's auditing firm and prepares documentation to file the Weatherstone Association's annual federal and

state income taxes; ensures that the reserve account is funded taking into account the requirements of the reserve study; transfers funds from the operating account to the reserve account; maintains the operating account and reserve accounts; maintains the Weatherstone Association's post office box (PO Box 2093) at the Reston post office; checks the post office box weekly for incoming mail; attends Board meetings; presents Weatherstone Association financial reports to the homeowners and Association Board; prepares financial documents for the Weatherstone Association disclosure documents and delivers these to the Secretary for preparation of the disclosure documents; assists homeowners with issues regarding the Association Board and Weatherstone Association; assists the other Association Board members as necessary with the requirements of the Weatherstone Association and Reston Association; in concert with the other Association Board members, establishes committees as needed to address Weatherstone Association issues and make recommendations to the Association Board; performs other duties as agreed to by the Board of Directors.

### **Useful Names, Addressees, and Phone Numbers**

<b>Mailing Address</b>	Weatherstone Cluster Association PO Box 2093 Reston, Virginia 20195
<b>Association Board</b>	president@weatherstone.org secretary@weatherstone.org treasurer@weatherstone.org
<b>Registered Agent</b>	Rees, Broome, & Diaz, P.C. (703) 709-1911
<b>Reston Association</b>	1930 Isaac Newton Square Reston, Virginia 22090 (703) 437-9580
<b>Landscape Maintenance</b>	Genesis Landscaping (703) 450-9250 Matt O'Donnell
<b>Snow Removal</b>	Genesis Landscaping
<b>Gas</b>	Washington Gas (703) 750-1000 Gas Leak: (703) 750-1400
<b>Electric</b>	Virginia Dominion Power (888) 667-3000

<b>Cable</b>	Comcast (703) 716-9701 Direct TV (800) 816-8290 Verizon www.verizon.com
<b>Water</b>	Fairfax County Water Authority (703) 698-6600
<b>Sewer</b>	(703) 934-2800
<b>Miss Utility</b>	(800) 257-7777
<b>Trash Service</b>	AAA Disposal Service (703) 818-8222 Recycling: Monday Trash Pickup Monday & Thursday except Thanksgiving, Christmas, and New Years days. There are no alternative days for these pickup exceptions. Christmas trees are recycled during the first two weeks in January. All tinsel and ornaments must be removed. Do not place trees in bags.
<b>Recycling Centers</b>	Reston Recycling Center. Baron Cameron Park. Accepts newspaper Herndon Recycling Center. Off Old Ox Road. Accepts newspaper, aluminum, metal cans, glass, plastic, and cardboard
<b>Hazardous Waste Collection</b>	Fairfax County Landfill 4600 West Ox Road Fairfax, Virginia
<b>Paint Vendors</b>	McCormick Paint Company 8501-3A Tyco Road Vienna, Virginia 22182 (703) 734-0770  Sherwin-Williams Paints Elden Street Herndon, Virginia (703) 478-0503

<b>Police/Fire – Emergency</b>	911
<b>Police - Non-emergency</b>	(703) 691-2131
<b>Fire Department</b>	Reston Fire Company 25 1820 Wiehle Ave (703) 437-7575
<b>Library (Reston Branch)</b>	(703) 689-2700 11925 Bowman Towne Dr, Reston
<b>Poison Control</b>	Call Collect (202) 625-3333
<b>U.S. Post Office</b>	1860-A Michael Faraday Dr. (703) 437-7822
<b>Public Transportation Link</b>	(703) 435-LINK <a href="http://www.linkinfo.org">www.linkinfo.org</a>
<b>Fairfax County Connector</b>	(703) 339-7200
<b>Reston Hospital</b>	(703) 689-9000
<b>Helpful Websites</b>	
<b>Weatherstone Cluster Reston Association Fairfax County</b>	<a href="http://www.weatherstone.org">www.weatherstone.org</a> <a href="http://www.reston.org">www.reston.org</a> <a href="http://www.fairfaxcounty.gov">www.fairfaxcounty.gov</a>
<b>Representatives</b>	
Senate - 32 <sup>nd</sup> District	Senator Janet D. Howell PO Box 2608 Reston, VA 20195 Local: (703) 709-8283 Richmond: (804) 698-7532 Email: SenHowell@aol.com

House of Delegates – 36<sup>th</sup> District

Kenneth R. Plum  
2073 Cobblestone Lane  
Reston, VA 20191  
Local: (703) 758-9733  
Richmond: (804) 698-1036  
Fax: (703) 391-0865  
Email: [kenplum@aol.com](mailto:kenplum@aol.com)

Fairfax County Board of Supervisors

Catherine M. Hudgins  
Supervisor, Hunter Mill Magisterial District  
North County Governmental Center  
12000 Bowman Towne Drive  
Reston, VA 20190  
Phone: (703) 478-0283  
Fax: (703) 471-6847  
Email: [hntmill@fairfaxcounty.gov](mailto:hntmill@fairfaxcounty.gov)