WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Amended Reston Deed Section IV.1(iii) states that the Association shall be responsible for the management and Upkeep of all of the Common Area including the Common Area sidewalks, trails (“pathways”), and parking areas; and

WHEREAS, Amended Reston Deed Section IV.8 states that the Common Area shall be subject to the Use and Maintenance Standards and shall be sufficient to meet the requirements of applicable law and governmental regulations; and

WHEREAS, Fairfax County has established certain pathway clearing maintenance practices and standards as set forth in its Public Facilities Manual (8-0000 SIDEWALKS, TRAILS AND RECREATION: 8-0202.3 Clearing, and Plate 7-8); and

WHEREAS, the Association wishes for the purposes of uniformity and consistency to adopt those clearing maintenance practices and standards heretofore established by Fairfax County as those of the Association; and

WHEREAS, Amended Reston Deed Section VI.4(a) grants the Association easement of ingress and egress over the Property (all real property, including Cluster Association Property, subject to the Deed) for the repair and maintenance of the Common Area and for enforcement of this Deed; and

WHEREAS, Amended Reston Deed Section VI.4(b) requires the Association to provide Notice, pursuant to Deed Section I.1(bb)(1), to property owners, at least fourteen business days prior to the Association’s conduct of repair and maintenance of the Common Area pathways, if such work requires easement of ingress and egress over the Property. Such Notice shall not be required in cases where an emergency situation exists.

NOW, THEREFORE, BE IT RESOLVED, that the following Standards for Common Area Pathways and Pathway Easement Clearing Maintenance shall govern the Upkeep of the Association’s Common Area pathways:

1. Where possible, pathways shall be located and maintained to minimize the loss of trees and disruption of natural environmental conditions. A minimum of 2’ is required between the
pathway edge and any vertical obstructions such as trees, utility poles, signs, or other obstacles, except pathway directional signs placed by the Association.

2. Regardless of pathway surface, all vegetative material within a clearing envelope shall be maintained at a minimum of 10' high (vertical) by 10' wide (horizontal).

3. Where practicable, as per the Pathway Clearing Diagram (Addendum A), pathways shall be cleared 2' (600mm) beyond the edge of pavement on both sides.

4. In certain situations the Association may reduce the horizontal clearing distance, as per “2” above, if so doing does not impede the sight distance of users or impede the access of maintenance vehicles.

5. If trees or limbs fall across the Association’s pathway in areas within an easement, the Association will only clear the pathway and 2’ on either side of the pathway.

6. In the case of an emergency, the Association may, and only to the extent necessary, work beyond the easement and/or clearing width.

7. In areas where the Association pathway is in an easement on private property, including Cluster Association property, the Association shall provide written notification to the property owner, at least fourteen business days, prior to performing clearing maintenance work. In no case shall the Association clear beyond the easement width without the written permission of the property owner.

8. In the maintenance of the pathways, in accordance with the Standards adopted, the Association will attempt to provide Notice to affected property owners, as appropriate, in accordance with the Amended Reston Deed.

**ATTEST:** This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006.

*Cate L. Fulkerson*

Assistant Secretary
Addendum A
Pathway Clearing Diagram

[Diagram showing pathway clearing standards]

Reston Association
Use & Maintenance Standards Resolution 1
Common Area Pathways and Pathway Easement Clearing Maintenance
July 27, 2006
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(6) of the Amended Reston Deed regarding Vegetation, stipulates that no tree or plant of any kind shall be installed or maintained in such a manner as to obstruct pathways, sidewalks or sight lines of vehicular traffic or, in the opinion of the RA Board of Directors or its designated committee, as to be detrimental to neighboring real property.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(6) Vegetation:

1. Detrimental. In determining if vegetation is detrimental, the RA Board of Directors or Covenants Committee shall, among other things, be guided by the following:
   a. Vegetation includes any and all plantings installed or maintained on the Property;
   b. Whether the existing vegetation is on the current Virginia Department of Conservation and Recreation’s Invasive Plant Species List, which is prohibited on the Property;
   c. Property affected need not be immediately adjoining or contiguous to that property with the offending plantings;
d. "Detrimental" may include adverse economic effect on the claimant’s property or unreasonable interference with the claimant’s own use, maintenance and enjoyment of his property;

e. In residential and commercial areas, lawns must be maintained in an attractive manner; and

f. Other factors as the circumstances of the situation may require, include cutting off light and air, physical intrusions, offending odors, over maturity or over planting, and effect on view.

2. View.

a. Generally, effect on a view, such as of a lake or golf course, will be considered "detrimental" where:

i. The view which is affected is part of the original concept or overall plan for the neighborhood, so that it is apparent that this view was planned as a special characteristic of the property. In determining whether a view is part of an overall plan, the burden will be on the claimant to establish this fact by clear and convincing evidence.

Generally, this will require evidence that a common grantor of both affected properties intended the claimant’s property to benefit from the view in a permanent and more than a merely incidental fashion. Such evidence may include, but is not limited to, the original approved site, grading, and landscape plans. Statements by real estate agents or a higher price for the property will not, in and of themselves, be sufficient proof; and

ii. Plantings installed on closely neighboring property will or do substantially impair the view by reason of their density, location, and mature size and shape. The plantings in question must have been deliberately planted on the affected property.

Reforestation of areas planned as "natural areas" and so indicated on approved site plans or Reston Association open space management plans normally will not be considered detrimental.

b. Complaints about plantings which will or substantially impair a planned view must be made within a reasonable time after the planting has occurred in order to facilitate the possible relocation of offending plantings.

c. In circumstances where new plantings because of their nature, projected mature size or configuration would impede a view, the RA Board of Directors or Covenants Committee may require a property owner to remove such plantings or provide a maintenance plan which would keep them from being detrimental.

ATTEST: This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006; and amended on May 22, 2008; and June 23, 2016.

______________________________
Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(8) of the Amended Reston Deed regarding Refuse and Debris, stipulates that storage or disposal of refuse or debris on the Common Area or in the lakes is prohibited. Storage of refuse or debris exposed to view is prohibited on any other part of the Property, except for temporary placement of such refuse awaiting pickup.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(8) Refuse and Debris:

1. In determining whether a violation of Section VI.2(b)(8) exists, the RA Board of Directors and the Covenants Committee shall consider each case individually based upon the location of the property, the age, nature, condition, location, and amount of the Refuse and Debris, and its degree of exposure.

2. In determining what is Refuse and Debris, the RA Board of Directors or Covenants Committee shall, among other things, be guided by the following:
a. Items not designed and/or not intended for outdoor use, such as, but not limited to, indoor furniture, rugs, mattresses, appliances, clothing, and electronic equipment, are considered Refuse and Debris if exposed to view on the property, unless awaiting pickup within twelve hours.

b. Items designed for outdoor use but not functioning for their designed purpose due to deterioration, disrepair, missing elements, or damage and destruction, including Vehicles as defined in Use and Maintenance Standards Resolution 4, are considered Refuse and Debris if exposed to view on the property, unless awaiting pickup within twelve hours or repair efforts have been or will be initiated and completed within a reasonable time period.

c. Any other items broken or unserviceable such as, but not limited to, bags of garbage, leaves, cans, newspapers, trash; cardboard boxes; plastic sheeting; unstacked firewood, lumber, and building materials; Christmas trees, tree limbs and other plant cuttings; loose cans, paper and plastic trash; cut trees not in usable fireplace and stove sizes are considered refuse and debris if exposed to view on the property, unless awaiting pickup within twelve hours.

d. Usable lumber and building materials that are neatly stacked and covered (as appropriate), and that are stored no longer than six months in a rear yard or, when currently being used, in other locations, and stacked, appropriately sized firewood are not considered Refuse and Debris.

e. “Exposed to view” shall not include areas inside trash enclosure unless elements of the trash enclosure are missing.

f. “Exposed to view” shall include areas inside property fences if these areas can be viewed from neighboring property including upper story decks and windows or by passersby.

ATTEST:  This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006.

Cate L. Fulkerson
Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(10) of the Amended Reston Deed regarding Vehicles, stipulates that no vehicle or trailer may be parked or kept on a portion of the Property except on driveways or in parking areas approved by the DRB and no motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and for Association authorized maintenance vehicles.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(10) Vehicles:

1. A “Vehicle” shall include:
   a. an automobile, car, truck, van, minivan, sports utility vehicle (SUV), bus, motor home, snowmobile, motorcycle, motorbike, or similar self-propelled conveyance;
   b. any substantial portion of any of the foregoing; and
   c. any accessory designed primarily for use with any of the foregoing such as a motorcycle sidecar, a detachable camper or truck cap.
2. Notwithstanding anything else in this resolution to the contrary, the term “Vehicle,” as used in this resolution shall not include:

a) be motorized wheelchairs; and,
b) electric-assist or pedal-assist bicycles with an auxiliary electric motor having a maximum continuous rated power incapable of propelling faster than 20 miles per hour, incapable of further increasing the speed of the device when human power alone is used to propel the vehicle at a speed of more than 20 miles per hour and disengages or ceases to function when the vehicle's brakes are applied. The assist speed refers to the point at which the motor cuts off; a rider can go faster, but only under pedal power or with gravity.

Only Type I and Type II e-bikes are allowed on Reston Association trails and are defined as follows:

i. Type 1 e-bikes are pedal-assisted machines with a maximum assisted speed of 20 mph.

ii. Type 2 e-bikes are throttle-assist with a maximum 20 mph cut-off mechanism.

Accordingly, the immediately aforementioned modes of transportation, referenced in this paragraph 2, above, are permitted on Reston Association pathways and unpaved Common Areas and do not require temporary exception permits.

3. A “trailer” shall include:

a. any non-self-propelled apparatus designed to be hauled by a vehicle; or

b. any apparatus not permanently affixed to the ground for the transportation, handling, or storage of boats.

3. To minimize the long-term parking of recreation vehicles on residential lots and streets, RA Board of Directors and the Covenants Committee shall make known to the Members the Association’s fenced lot at the Central Services Facility for the parking and storage of campers, trailers, boats, and other recreational vehicles.

ATTEST: This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006; and amended on September 26, 2013; and amended on February 22, 2018.

Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(11) of the Amended Reston Deed regarding Utility Lines, stipulates that except for overhead lines in place prior to the acceptance of the Reston Master Plan, no overhead utility supply lines, including for cable television, shall be permitted on the Property, except for temporary lines as required during construction.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(11) Utility Lines; specifically “temporary lines”:

1. In no case will such lines be allowed for more than one year without reapplication for additional periods which shall not exceed six months each;

2. Construction must be continuous i.e., it must not have ceased for a period of thirty consecutive days; and
3. When the lines are no longer in use, the poles and lines must be immediately and completely removed.

**ATTEST:** This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006.

_Cate L. Fulkerson_
Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(18) of the Amended Reston Deed regarding Restoration, stipulates that a building on a portion of the Property, the external appearance of which has been damaged or destroyed by fire or other casualty, shall be restored substantially to its original appearance in a reasonable time, unless otherwise approved by the DRB.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(18) Restoration:

1. In determining if the building is attached to another building on a different lot, the RA Board of Directors and the Covenants Committee need not consider fencing by itself, even if required by Fairfax County zoning code, to be the means of attaching one building to another.

2. In determining the requirement to restore the building substantially to its original appearance, the RA Board of Directors and the Covenants Committee shall permit changes approved by the Design Review Board.
3. In determining what is a reasonable time and extensions thereto, the RA Board of Directors and the Covenants Committee shall, among other things, consider:

   a. The extent of the damage and destruction;
   
   b. The extent of delays caused by official investigations by public authorities; and
   
   c. The extent of delays caused by damage to adjacent buildings.

**ATTEST:** This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006.

*Cate L. Fulkerson*

Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(13) of the Amended Reston Deed regarding Outdoor Drying Lines, stipulates that no laundry or clothing shall be aired or dried in any area exposed to view. Outdoor drying areas are permitted only in screened or fenced locations approved by the Design Review Board (“DRB”).

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(13) Outdoor Drying Lines:

1. In determining the requirement for screening, the RA Board of Directors and the Covenants Committee shall consider:
   a. Existing structures, plantings, and topography; and
   b. Fencing or other screening device approved by the DRB.
2. In determining the appropriateness of screening and fencing, the RA Board of Directors and the Covenants Committee shall consider that it:

   a. Must be sufficient to break up the detailed appearance of laundry airing on a line, but need not completely hide the laundry when it is aired. Laundry shall not be aired in excess of twenty four consecutive hours; and

   b. Must be relatively solid when laundry is aired in a location which is in direct sight of a neighboring living space.

3. In determining the view to be protected, the RA Board of Directors and the Covenants Committee shall be principally but not solely concerned with ground views recognizing that in townhouse developments there usually is no way to effectively screen a backyard from upper floor decks and windows.

**ATTEST:** This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006.

*Cate L. Fulkerson*
Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(c) of the Amended Reston Deed requires that each owner of any portion of the Property shall keep all improvements owned by him in good order and repair, such that the appearance of that portion of the Property, in the opinion of the RA Board of Directors or its designated committee, is not detrimental to adjoining properties and is consistent with the maintenance standards in the Design Guidelines; and

WHEREAS, Section I.1(oo) of the Amended Reston Deed defines Upkeep as inspection, maintenance, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement, and reconstruction.

NOW, THEREFORE, BE IT RESOLVED, that the Covenants Committee shall administer the following standard for the maintenance of improvements of Property:

Standard. Owners of property subject to the Amended Reston Deed Article VI Protective Covenants and Easements shall maintain their property in a clean and repaired condition, such that its appearance is substantially similar to that approved by the Design Review Board (“DRB”). To meet this standard, maintenance shall include:
1. **General Upkeep.** Repainting, restaining, and renovating, on a periodic basis as needed, exterior surfaces and elements which appear significantly different due to weathering, fading, peeling, cracking, blistering, staining, rotting, mildewing, spalling, or otherwise. Maintenance includes, but is not limited to, the following exterior elements:

- bulkheads
- decks
- docks
- doors
- downspouts
- driveways
- fascia
- fences
- flues
- gutters
- light fixtures (exterior)
- patios
- pavement
- recreational structures
- retaining walls
- roofing
- siding
- trim
- walkways
- walls
- windows

2. **Repair.** Repair of exterior damage to or deterioration of exterior elements; replacement of those elements so damaged or deteriorated that their repaired appearance is not substantially similar to that approved by the DRB; repair or replacement of exterior elements which are no longer substantially stable or plumb.

3. **Replacement.** Replacement of missing exterior elements.

a. If part of an element is missing (such as the globe of a light fixture, several boards from a fence, or one shutter of several on a house), the matter will be subject to review by the Covenants Committee.

b. If the entire element is missing (such as a light fixture, section(s) of fence, or all the shutters on a house) the matter will be subject to the design covenants and may require the approval of the Design Review Board.

5. **Removal.** Permanent removal (other than temporarily for repair) of an approved architectural element is an alteration which may be subject to review and approval by the Design Review Board.

**ATTEST:** This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006.

_Cate L. Fulkerson_
Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(14) of the Amended Reston Deed regarding Animals, stipulates that no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except a reasonable number of common household pets may be kept, as long as they are not raised, bred, or kept for commercial purposes, and the number does not violate Fairfax County ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(14) Animals:

1. In determining what constitutes "common household pets", the RA Board of Directors and the Covenants Committee shall consider a number of factors including but not limited to the type and size of the animal, the noise and the smell caused or created by the animal, as well as the consequences to the community if the animal should escape the control of its keeper.

2. In determining what constitutes a "reasonable number" of household pets, as long as the number does not violate Fairfax County ordinances, the RA Board of Directors and the Covenants Committee shall consider the degree of impact on neighbors. Generally, any number
of pets which are not reasonably noticeable by neighbors (as a result, for example, of noise or odor) may be kept. The Board or the Committee will take into account the size and type of the unit and its lot; the proximity of neighbors; whether the pets are kept indoors or outdoors; the amount of intensity of noise or odor generated by the pets; the apparent detrimental impact of such pets on the external appearance of the lot and the quality of life in the immediate neighborhood.

ATTEST: This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006.

Cate L. Fulkerson
Assistant Secretary
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines Common Area all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section I.1(oo) of the Amended Reston Deed defines “Upkeep” as inspection, maintenance, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement, and reconstruction; and

WHEREAS, Section IV.1 of the Amended Reston Deed delineates that the Association shall be responsible for the management and Upkeep of all of the Common Area; and

WHEREAS, natural areas were permanently set aside within portions of the Common Area to maintain the natural beauty of the community, to create natural buffers between residential and commercial areas and to provide a form of recreation and education for those interested in the plants and wildlife inhabiting these areas; and

WHEREAS, the Board of Directors wishes to establish management practices for the Common Area, which will establish and preserve diverse and healthy habitats to support a variety of wildlife in the natural areas.

NOW, THEREFORE, BE IT RESOLVED, that the following standards shall govern the care of the Association’s Common Area:

1. Natural areas shall be preserved in their undisturbed state.
2. Wooded areas and meadows shall be left natural.
3. Staff shall maintain landscaped areas in accordance with staff-approved maintenance practices.
4. No non-native plants or animals shall be introduced.
5. All plants, topsoil, humus and downed wood (trees and shrubs) shall be left undisturbed.

6. The Board of Directors may, for specific management purposes on certain properties, amend or implement additional standards to meet land and resource management objectives.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006.

Cate L. Fulkerson

________________________________________________________________________
Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board of Directors which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(9) of the Amended Reston Deed regarding Boats, stipulates that, except for emergencies or Association authorized maintenance, no boats greater than eighteen feet in overall length and ten feet in overall width and no boats powered by or equipped with internal combustion engines shall be allowed on the lakes.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding Amended Reston Deed Section VI.2(b)(9) Boats:

1. Definitions
   a. **Boat** Unless otherwise defined below, Boat shall mean any vessel, watercraft, or other floating structure, that is designed to convey people on the surface of the lakes.
b. **Hand Carried Boats** are those boats, watercraft, or vessels small enough to remove by hand or trailer, intended for daily use (which include but are not limited to kayaks, canoes, stand up paddleboards, johnboats, wind surfing boards, and paddleboats.) Hand Carried Boats must be removed from the Lake when not in use and from October 31 to April 1. Hand Carried Boats must have General Access Permit affixed to the boat.

c. **Lake(s)** shall mean and refer to a Common Area parcel that has been designated as such on recorded plat maps. Such parcel may not entirely be underwater. Those areas that are not submerged shall be considered “Dry Lakebed”.

The following are the individual Lake parcels owned and managed by the Association:

i. Lake Anne: Reston Section 1, Block 10; Tax #: 17-2-((1))-9
ii. Lake Thoreau: Reston Section 80, Block 9; Tax #: 27-1-((9))-9
iii. Lake Audubon: Reston Section 84, Block 5; Tax #: 27-1-((10))-9
iv. Lake Newport: Reston Section 33, Block 9; Tax #: 11-4-((4))-9

d. **Lakefront Property** shall mean and refer to Property owned by an individual, Cluster Association or Condominium, the Association, or other entity that shares a common property line with a Common Area parcel designated as a Lake.

e. **Overall Size** shall mean the length and width measurements as described by the US Coast Guard: Length is the horizontal distance between the outboard side of the foremost part (bow) of the hull and the outboard side of the aftermost part (stern) of the hull. It does not include bowsprits, rudders, outboard motor brackets, swim platforms that do not contain buoyant volume, and other similar fittings and attachments that are not part of the buoyant hull envelope. Width (Breadth) is the horizontal distance taken at the widest part of the hull, excluding rub rails, from the outboard side of the skin (outside planking or plating) on one side of the hull to the outboard side of the skin on the other side of the hull.

f. **Oversized** shall mean any boat that is larger than 18' in overall length by 10' in overall width (180 square feet).

g. **Permanently Moored Boats** shall mean and refer to those boats on RA Lakes that are kept in the water overnight and remain year-round (to include pontoon boats, deck boats, sailboats, and catamarans.) Boats removed for maintenance or dry storage in winter are still considered permanently moored boats. Permanently Moored Boats must have a Permanently Moored Permit affixed to the boat.

h. **Shoreline** shall mean the line along which a Lake meets the land.

i. **Owner** shall mean the fee simple owner of a lot in the Association, his/her household members, tenants and guests.

## 2. Boating
a. All boating on Reston’s Lakes shall be in accordance and consistent with U.S. Coast Guard rules and regulations.

b. All Boats and Hand Carried Boats on Reston’s Lakes must carry a US Coast Guard approved life preserver or personal flotation device, of proper size and in good and serviceable condition, for each person on the boat.

c. Persons under 8 years of age must be accompanied by a person 18 years or older when boating on the Lakes.

d. The Association may control crowding of the Lake(s) by limiting the number of Boats (including, but not limited to, Hand Carried Boats) which may use the General Access areas on a given day.

e. No person will operate any Boat, including, but not limited to, Hand Carried Boats, while under the influence of alcohol, any narcotic, drug or barbiturate.

f. Boats permitted on the Lakes may be either purchased commercially or constructed locally. All Boats must be inspected and approved prior to permitting the boat on the Lakes.

g. Boat Motors
   i. To minimize damage to Shoreline and provide for a safe Lake environment, Boats may not exceed a no-wake speed and must remain at a reasonable distance from the Shoreline when underway.
   
   ii. No gas engines/internal combustion engines are allowed on Lakes unless authorized by the Association for emergency or maintenance purposes.
   
   iii. Only electrically powered motors are authorized for use on the Lakes which cannot exceed a maximum forward thrust of 270 pounds, or which have a manufacturers maximum rating in excess of 5.0 horsepower, either solely or combination of motors. The Association reserves the right to inspect and verify the power of any motor or combination of motors on Boats or vessels on the Lakes.

h. Pontoon Boats and Deck Boats are prohibited on Lake Newport, except for Association authorized maintenance and activities.

i. Inflatable Boats may be used on the Lakes only if they consist of at least three (3) separately inflated chambers. Inflatable Boats shall not include paddleboards and their use on the Lakes is allowed.

j. All Boats used after dark shall have at least a white light (such as a flashlight) with which to signal its presence when approached by another Boat. All permanently moored Boats used after dark shall also have running lights, including red and green port and starboard lights.

k. Boat Construction and Standards
i. Construction of a Deck Boat must be approved by the Reston Association Watershed Manager prior to initiating construction.

ii. Deck Boats should be constructed with non-treated wood (such as Cedar or Redwood) or wood treated with non-arsenic, non-chromium preservatives. Environmentally friendly alternatives to wood are also acceptable, to include composite decking, or wood-polymer composite decking, made of 100% recycled wood and plastic. If treated wood is used, it should be coated with an eco-friendly Marine wood sealer product to seal the wood and reduce leaching of pesticides and chemicals into the environment. Application of the sealer is required to be done away from the lake and should be allowed time for the sealer to dry completely before the deck boat is placed in the lake.

iii. Float material must be encased to prevent deterioration. Encased means completely enclosed or surrounded by a durable material. Floats are typically encased in a hard plastic, metal shell or pontoon. Float material that is not encased is not authorized.

iv. Deck Boats must be designed to prevent polystyrene foam from coming in contact with the lake bottom, retaining walls, stone riprap, or any other lake feature. Polystyrene foam must be fully encapsulated.

v. Boats shall have a maximum of one level.

vi. Owners of Boats shall be required to replace and remove from the Lake all deteriorating float material and warped, splintering, rotting deck, or other structural material. Boats shall be maintained in good condition.

vii. Boats are to float level and flat, when moving through the water, when anchored, or when docked.

viii. Entire deck surface shall be above the water line under all loading conditions to include, but not limited to the weight of all passengers, accessories, tables, chairs, coolers, canopies, benches, batteries, motors, etc.

ix. Batteries shall be attached to the deck of the boat or set into holders to prevent sliding off into the Lake.

3. Boat Mooring

a. Owners of Lakefront Property are granted the exclusive, non-assignable right to Permanently Moor Boat(s) owned by the Owner in and on the Lake directly behind their property, provided, however that:

b. Only one Boat per Lakefront Property may be registered and permanently moored year-round and the maximum length of Shoreline that may be used to moor such Boat shall not exceed eighteen feet. Permanently moored boats must have a permanent mooring permit, see Paragraph 4. Registration and Fees below for additional info.
i. Hand Carried Boat must be removed from the lake when not in use and from at least October 31st to April 1. Hand Carried Boats must have a General Access Permit affixed to the boat.

ii. A maximum of two Boats per Lakefront Property may be temporarily moored seasonally, April 1 through October 31. Seasonally moored boat must be removed from the lake between October 31 through April 1. Seasonally moored boats must have a General Access permit, see 4. Registration and Fees for additional info.

iii. The length of Shoreline along which an Owner may moor Boat(s) shall not exceed the length of the common property line(s) shared by the Common Area Lake parcel and the Owner’s private property.

c. Clusters Associations and Condominiums that own Lakefront Property shall determine policies for use and access of the Lakefront Property, consistent with relevant deeds and rules and regulations established from time to time by the RA Board of Directors provided, however that:

i. No more than fifty percent (50%) of the available Lakefront Property Shoreline may be taken up by moored Boats.

ii. The total number of Permanently Moored Boats can be no more than the total number of non-lakefront residential units (by RA definition or legal documentation) that comprise the Cluster Association or Condominium.

iii. Residents must obtain written approval for a mooring spot from their Cluster and/or Condo Association prior to applying for a Permanent Mooring Permit.

iv. Hand Carried Boat storage must follow Cluster policies and guidelines. In addition, Hand Carried Boats must be removed from the Lake when not in use and from October 31st to April 1. Hand Carried Boats must have a general access permit affixed to the boat.

d. Boats may only be moored one-deep along the Shoreline, and all Boats must be moored and secured at the Shoreline to a Design Review Board approved structure or post.

e. Live trees or other vegetation shall not be used to secure moored Boats.

f. In cases where any Lakefront Property Owner’s (including Cluster Associations and Condominiums) ability to moor is impinged upon by a neighboring Owner’s use of the Shoreline, the RA Board of Directors will determine the mooring allowed by both Owners.

g. Renters of property are not allowed to moor a Permanently Moored Boat. The Boat must be owned by the property owner, who may grant use of the Boat to the renter.

4. Registration and Fees

a. All Boats must display a current Registration Decal (Permanent Mooring Permit
or General Access permit depending on the boat) issued by the Association.

b. Hand Carried Boats
   i. Each Hand Carried Boat must be registered and display a General Access Permit. The General Access Permit does not expire but is not transferrable from one owner to another.
   ii. General Access Permits are free and can be applied for through Member Services with proof of residency.
   iii. General Access Permits must be removed from the boat if the owner moves out of Reston and/or is no longer an Association member.
   iv. All residents must obtain permission from their Cluster or Condo Association prior to storing any Hand Carried Boat with a General Access Permit on that Association’s property.

c. Permanently Moored Boats
   i. Any boats left in the water overnight on a regular basis shall be subject to registration fees and regulations.
   ii. All Permanently Moored Boats must display a current “Registration Decal/Permanent Mooring Permit” issued by the Association. The Decal must be displayed in a visible location on the boat even when a winter cover is employed.
   iii. All residents must obtain permission from the Association prior to obtaining and mooring a boat on Association Lake parcels.
   iv. Registration Decals shall be valid for one calendar year and must be renewed annually. Decals are NOT transferable from one Member to another or one Boat to another. If a Member who owns a pontoon Boat, deck Boat, or other type of boat of comparable size sells his Property, that Member must contact the Association regarding disposition of the Boat.
   v. RA staff may find it necessary to board your boat if permits are not clearly visible or to document violations.
   vi. The Association reserves the right to revoke or not issue a registration decal to members whose boats fail to comply with the Lake Use and Access resolutions, Use and Maintenance Standards, and/or Design Guidelines related to boats.
   vii. The RA Board of Directors shall set the Registration Decal fee commensurate with the approval of the biennial budget.
   viii. Such fee shall be used to recover the direct costs associated with the registration, monitoring, inspection, and removal of derelict Boats.
   ix. The Registration Decal fee for Permanently Moored Boats shall be based upon the total square footage length multiplied by width, of the Boat and fall into the following categories: small, medium, large and oversized.
   x. The permanent mooring permit shall be valid from April 1 to the following March 31.
   xi. Permanent mooring permits will be available for purchase starting April 2 of
each year. The payment for the permit is due no later than June 30 annually.

5. Boating Rules Enforcement

With the exception of issues pertaining to health and safety in response to which the Association must take immediate action, any documented violations of this Resolution, shall be first reviewed by the Association’s Covenants Committee or Legal Committee, as appropriate. Enforcement Action follows the Covenants Enforcement & Insurance Resolution 2 - Enforcement of Lake Use & Access Rules.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on September 28, 2006; and amended on October 25, 2007; and amended on September 26, 2019.

[Signature]
Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Section VI.2(b)(16) of the Amended Reston Deed regarding Hunting and Firearms, stipulates that except in any emergency situations related to life, safety, or personal welfare, no hunting of any kind or discharge of any firearm or other weapon, including without limitation a bow and arrow or crossbow, shall be permitted without the prior written approval of the Board of Directors or its designated committee.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors shall adhere to the following procedures and standards when considering requests seeking Board approval for permission to bow hunt ("Hunt") consistent with Section VI.2(b)(16):

1. Submitting Requests to Hunt
   a. Prior to conducting any Hunt on their Lots, Members shall submit, in writing, a formal request to the Board of Directors for review and consideration.
      
      In such written request, Members shall include the reason for the request; actual or perceived damage or injury to the property or persons caused by the deer or animal, if any; explanation of other remedies attempted; explanation of how hunting will correct or alleviate the current concerns complained of; proposed duration and times of the hunt; name of persons or entity proposed to be engaged in the hunting; proof that the person to conduct the hunt has a valid hunting license or has successfully completed hunter education classes; a plat map delineating the size of the Member’s Lot on which the hunting is to take place and identifying the proposed orientation of the shooter; and payment to the Reston Association, in advance, for the costs of mailing notice of the request and the date of the Board of Directors hearing on the request to other Lot owners within a ¼ mile circumference of the Member’s Lot, as determined by the Association.

   b. Members are to send their written request to the following address:

      Reston Association
      Hunting Request
      Attn: Larry Butler, Senior Director of Parks, Recreation & Community Resources
2. **Acknowledgement and Notification of Requests**

   Once received, the Association shall:

   a. Acknowledge receipt of the request within seven business days and will advise the Member of the next steps in the review process.

   b. The Reston Association shall provide notice to Lot Owners within ¼ mile circumference within the requesting Member’s Lot that such request was made and that the request will be considered by the Board of Directors on a date certain. Such notice will be sent by regular mail to the address of record of Owners of adjacent Lots.

3. **Process for Considering Requests.**

   a. The Reston Association shall consider the following conditions related to Member requests to hunt:

      i. The Member’s Lot (“Requestor”) is at least ½ acre; or if two adjoining Lot owners make a hunting request then the total size of both Lots shall be taken together to determine whether the ½ acre minimum has been met.

      ii. The hunting request is proposed to take place only during the Fairfax County Urban Archery Season; from ½ hour before sunrise to 1:00 pm or at such other times as specified in the Board approval, and shall not take place on weekends, holidays, and non-school days.

      iii. The proposed hunt is to be held no less than 50 yards away from an occupied residence, with the exception of the requesting Lot owner’s residence, dwelling, or building; and 50 yards away from any street, alley, sidewalk, natural surface trail, paved pathway, bus stop (school or otherwise), tot lot/playground, roadway, highway, public land or public place.

      iv. The Requestor or his/her agent can furnish proof that they hold a valid hunting license or proof of attending hunter education classes.

      v. If the Member is utilizing a qualified organization (i.e. one that qualifies/certifies its hunters) the Board may direct staff to work with that organization’s coordinator to determine the best location for successful hunting on the Member’s lot.

      vi. The Board of Directors, within its discretion for good cause shown, may waive or modify any of these requirements as it deems appropriate for the circumstances.

   b. If it is determined by the Board Operations Committee (“BOC”) that the conditions outlined in section 3.a of this Resolution have been met (subject to any waivers or modifications suggested), then the BOC shall forward the request to the next Regular meeting of the Board of Directors.

   c. In its review, the Board of Directors shall:

      i. Consider other relevant information, provided by Association Staff, related to the Lot and surrounding area which may include topographic and vegetative characteristics; adjacent Lots and proximity of pathways, Common Area, facilities, or another community’s property.
to the area of the proposed hunt, and if applicable, the organization conducting the hunting on the Member’s lot.

ii. Provide time on the agenda during the Regular Board Meeting for neighboring, adjacent, and/or other Lot owners/Members to be heard regarding the proposed hunt.

4. **Execution of Agreement for Approved Requests.** If the Board of Directors approves a hunting request, such decision shall be contingent on the execution of an agreement by which the applicant, among other things:

   a. indemnifies the Association in the event of any claims arising from the approved activity on the Lot;

   b. if the applicant will be personally conducting the Hunt (rather than an organization approved to do so by Reston Association) he/she acknowledges existence of general liability insurance, in an amount not less than $1,000,000, to cover the applicant and naming the Association as an additional insured on his or her property and that the applicant has notified his or her personal carrier of intent of hunting on Lot. Applicant will provide evidence in the form of a certificate of insurance confirming the coverage and the Association’s status as an additional insured under the policy prior to any hunting on the Lot; if an organization approved by Reston Association is contracted to conduct the hunting by a Member, the organization shall provide evidence of liability insurance to the Reston Association, in an amount not less than $1,000,000, and shall provide a certificate of such insurance to the Reston Association naming Reston Association as an additional insured. In addition, the Member will also need to carry general liability insurance in an amount not less than $500,000 covering the applicant and the conduct of the hunt on the Lot and naming the Association as an interested party. Applicant will provide evidence in the form of a certificate of insurance confirming the coverage and the Association’s status as an interested party under the policy prior to any hunting on the Lot;

   c. shall provide Reston Association a copy of any agreement acknowledging the owner’s permission to allow the organization to perform the Hunt on the Member’s property;

   d. agrees that any hunting on the Lot will cease and desist, and that any agreement to permit hunting on the Lot will automatically terminate in the event any insurance required of the applicant or any participating organization herein lapses, expires, is cancelled or is terminated;

   e. complies with time duration and cessation date of hunting on Lot;

   f. ensures that any hunting performed on Lot shall be in compliance with all County, State and Federal laws, ordinances, statutes, codes or regulations and all hunting laws, rules and regulations, as well as meeting the criteria placed upon such hunt by the Association;

   g. provides assurance that archery equipment shall only be discharged from a tree stand which is at least 15 feet above the ground on the Lot owner’s property;

   h. delineates on a plat map of the Lot owner’s property the location of the warning signs that will be posted on all sides of the property and shall include the hunting date range; and,

   i. acknowledgement that if a deer runs on to and dies on Reston Association Common Area, the Lot owner or his/her agent will be responsible for the removal of the deer to the Lot owner’s property for field dressing.
ATTEST: This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on September 28, 2006; October 23, 2008; October 28, 2010; October 23, 2014 and amended on November 19, 2015.

Assistant Secretary
WHEREAS, Section III.2(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Deed; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section VI.2 of the Amended Reston Deed set forth certain protective covenants regarding use of Property within Reston; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed require the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section VI.2(b)(2) of the Amended Reston Deed stipulates that no improper, offensive, or other use creating or amounting to a nuisance shall be conducted on the Property or any part thereof.

NOW, THEREFORE, BE IT RESOLVED, that the RA Board of Directors and the Covenants Committee shall adhere to the following standards in considering requests for temporary exception permits, complaints, or appeals regarding the feeding of non-domesticated wild animals:

1. The feeding of non-domesticated wild animals (except songbirds) is hereby deemed to be a nuisance pursuant to Section VI.2(b)(2) of the Amended Reston Deed and is prohibited. Practices that attract nuisance species or those that may be vectors for infectious diseases, including, but not limited to, leaving pet food out of doors overnight in a location accessible to non-domesticated wild animals, shall also be deemed a nuisance and are prohibited.

2. In determining what constitutes a "nuisance species", the RA Board of Directors and the Covenants Committee shall consider a number of factors including but not limited to the type of non-domesticated wild animal and the impact such non-domesticated wild animal would have on Member health and safety.

ATTEST: This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on May 22, 2008.

Cate L. Fulkerson
______________________________
Assistant Secretary
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(d) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to promote the peace, health, comfort, safety, and general welfare of the Members; and

WHEREAS, Section III.2(e) of the Amended Reston Deed delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines Common Area all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section I.1(oo) of the Amended Reston Deed defines “Upkeep” as inspection, maintenance, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement, and reconstruction; and

WHEREAS, Section IV.1 of the Amended Reston Deed delineates that the Association shall be responsible for the management and Upkeep of all of the Common Area; and

WHEREAS, Section VI.2(b)(1) and Section VI.2(b)(3) regarding Harmful Discharges of the Amended Reston Deed delineates certain restrictions on the use of Common Area; and

WHEREAS, the Board of Directors believes that the following objectives will enable the Reston Association to manage a pesticide and fertilizer use program that will:

1. minimize or eliminate the need for use of pesticides and fertilizers, whenever feasible, to promote good environmental stewardship;

2. Put in place integrated pest management programs that will include: 1) analysis of all pest problems; 2) determination as to when pests are a serious threat to the resource or simply an acceptable nuisance; 3) promotion of the use of disease resistant plants;

3. manage ball field turf grass areas with the intent of providing healthy public recreational opportunities without the unnecessary use of pesticides and fertilizers and to educate the public on the reasons for those management decisions;
4. minimize the movement of pesticides and fertilizers "off-site" to protect: 1) Common Area users and Reston Association employees; 2) Surface and groundwater; 3) non-target species and areas;

5. minimize public and employee exposure to pesticides by: 1) restricting storage of pesticides and fertilizers to the warehouse located at the Association’s Central Services Facility; 2) Reduce the generation of hazardous waste; 3) require that applicators have proper training, protective clothing and appropriate application equipment for pesticide use; and,

6. provide examples for public education of successful pest control practices without or through the minimal use of pesticides.

WHEREAS, the Board of Directors wishes to establish a policy on the use of pesticides and fertilizer on the Common Area to ensure that: 1) the safety of Reston Association employees and Common Area Users will be inherent in all activities related to pesticide and fertilizer use; 2) an effective monitoring and evaluation program will be a component of all applications; 3) Reston Association uses pesticides and fertilizers in a manner that provides maximum protection for the Association’s natural and recreational resources; and, 4) all practices and procedures associated with the procurement, handling, application, and storage of pesticides and fertilizers will reflect environmentally sound principles and comply with state and federal laws.

NOW, THEREFORE, BE IT RESOLVED, that the following policy shall govern the manner in which pesticides and fertilizers are handled by the Association and use on the Association’s Common Area:

A. Policy Definitions

1. Commercial Applicator shall mean and refer to any person, including employees of the Reston Association, certified by the Virginia Pesticide Control Board to use or supervise the use of any pesticide for any purpose or on any property not owned or rented by the applicator.

2. Fertilizer shall mean and refer to a natural or synthetic material containing nitrogen, phosphorus, and/or potassium compounds, spread on or worked into soil to increase its fertility.

3. Integrated Pest Management ("IPM") shall mean and refer to an ecological approach to pest management in which all available necessary techniques are consolidated into a sequential program to keep pest populations at acceptable levels and to avoid adverse side effects to people and the environment. IPM uses biological, cultural, mechanical/physical, and chemical practices to control pests, although priority is given to biopesticides and reduced risk alternatives.

4. Label shall mean and refer to the written, printed or graphic matter on, or attached to, the pesticide or device, or the immediate container thereof, and the outside container or wrapper of the retail package, if any, of the pesticide or device. Information provided includes how to store, mix, apply, and dispose of the pesticide. The label may also include or refer to the
Worker Protection Standard ("WPS") and the Endangered Species Protection Program ("ESPP").

5. **Material Safety Data Sheet (MSDS)** shall mean and refer to a document that describes the pesticide content and specifications, hazardous properties, disposal, and safety information.

6. **Pest** shall mean and refer to any organism that exists under circumstances that make it deleterious to people or the environment if it is: any vertebrate animal other than humans; or any invertebrate animal, such as an insect, other arthropod, nematode, or mollusk such as a slug or snail, but excluding any internal parasite of humans or other living animals; or any plant growing where not wanted, such as moss, alga, liverwort, fungus, or other plant of any higher order, and any plant part such as a root; or any bacterium, virus, or other microorganisms, except those on or in humans or other living animals and those on or in processed food or processed animal feed, beverages, drugs, as defined in provisions of the Federal Food, Drug and Cosmetic Act at 21 USC § 321(g) (i), and cosmetics as defined in provisions of the Federal Food, Drug, and Cosmetic Act at 21 USC § 321 (i). Any organism classified as endangered, threatened, or otherwise protected under federal or state laws shall not be deemed a pest.

7. **Pest Control** shall mean and refer to applying systems, methods, or practices to repel, control, or destroy a pest, to preclude a pest's presence or to mitigate the effects of a pest.

8. **Pesticide** shall mean and refer to: (i) any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, fungi, bacteria, weeds, or other forms of plant or animal life or viruses or bacterium, except viruses on or in humans or other animals, which the Commissioner of Agricultural and Consumer Services shall declare to be a pest; (ii) any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant; and, (iii) any substance which is intended to become an active ingredient in any substance defined in clause (i) and (ii).

9. **Registered Technician** shall mean and refer to an individual who has satisfactorily completed Virginia Pesticide Control Board requirements for certification to apply general use pesticides, and to apply restricted use pesticides while under the direct line of sight supervision of a certified commercial applicator. In addition to application, this is also to include pesticide mixing and loading, as well as, equipment clean-up. Registered technicians render services similar to those of a certified commercial applicator, but have not completed all the requirements to be eligible for certification as a commercial applicator.

10. **Restricted Use Pesticide** or **Pesticide Classified for Restricted Use** shall mean and refer to any pesticide classified as restricted by the Administrator of the United States Environmental Protection Agency.

**B. ASSESSMENT**

1. Designated Reston Association Staff and/or consultants shall schedule regular inspections of the Common Area to determine if a pest problem exists or fertilization is needed.
2. Pest control efforts or fertilizer applications shall not commence until it is determined by designated Reston Association Staff and/or consultants that a pest problem or nutrient deficiency exists that, if not controlled, will have a negative impact on the use or management of the Common Area and adjacent bodies of water.

3. After determining that a problem exists, Reston Association shall develop a pest control program using IPM techniques. Such program shall include a "no action" alternative. The control practices chosen and the methods of application will be those that will effectively control the pest species and minimize damage to non-target organisms and the environment. If required, the use of chemical control methods within IPM will be limited and will be strictly regulated by federal and state laws.

C. PESTICIDE USE

1. When pesticides are used, the safest products available shall be selected with respect to acute and chronic toxicity, environmental persistence, and groundwater contamination risk. All pesticides used in the Common Area must be registered for the specified use by the US EPA and VDACS. The safety of RA employees, the public, non-target organisms, and the environment will be given primary consideration in the selection and use of any pesticide.

2. Snap traps are the preferred method of rodent control; however, legal bait stations may be used inside the Association’s Community Buildings for mice and rats. Bait stations shall not be used outside or in any Common Area as chemicals travel through the food chain adversely killing predators including raptors.

3. RA applicators shall not use, store, handle, or dispose of a pesticide, rinsate, pesticide container, or pesticide application equipment in a manner that:
   a. is inconsistent with labeling;
   b. endangers humans, food, livestock, fish, wildlife, or beneficial insects;
   c. causes unreasonable adverse effects on the environment;
   d. directs a pesticide beyond the boundaries of the target treatment site or results in damage to adjacent property;
   e. results in undesirable human exposure; and
   f. is in violation of the Virginia Pesticide Control Act or regulations adopted pursuant to the Act.

4. RA applicators shall not handle pesticides unless:
   a. they are using the appropriate personal protective clothing and equipment as specified on the product label.
   b. they have received proper training in the safe use of the pesticide product(s) involved;
   c. certified as a Virginia Department of Agriculture and Consumer Services ("VDACS") commercial applicator or as a registered technician;
d. they have in their possession and have read the pesticide product label and MSDS.
e. all containers are labeled prior to use.

D. PUBLIC NOTIFICATION

1. Where being applied, Reston Association shall post placards at access points in the vicinity of the area being treated, and at other locations reasonably specified by Reston Association, to notify Common Area users of any pesticide application underway.

2. The placards shall be 4X5 inches, yellow with black lettering and include a graphic discouraging public contact will be posted by the applying Commercial Applicator 48 hours before the application begins, and will be removed immediately after expiration of any recommended absorption or drying time specified on the product label or otherwise, as Reston Association may reasonably determine.

3. The front of the placards shall read “Pesticide Application,” “Keep Off,” and the date of application. The back of the placard shall name the type of pesticide being applied, and include the name and telephone number of the Association’s Central Services Facility as well as appropriate contact information for Virginia pesticide enforcement officials.

E. RESTRICTED USE PESTICIDES

The use of restricted use pesticides must be approved in writing by Reston Association’s Director of Parks and Recreation. Restricted use pesticides may only be purchased and applied by a certified Commercial Applicator.

F. RECORD KEEPING

Commercial Applicators are required by the VDACS to keep records of all pesticide/fertilizer applications. The record keeping must meet the standards set by VDACS. The records shall be maintained in the Pesticide Log and retained for a period of two years.

G. CONTRACTED PESTICIDE USE ON RESTON ASSOCIATION PROPERTY

1. If pesticides are being applied by a Reston Association authorized contractor, Reston Association shall provide to the contractor a copy of this policy Resolution and the contractor shall be required to sign a statement that they have read and shall abide by the tenants of this policy Resolution.

2. Contractors shall provide Reston Association with MSDS sheets for pesticides/fertilizers applied on the Common Area.

3. Reston Association shall maintain the MSDS sheets on-site in their designated MSDS “Right to Know” station or file.
4. Contractors shall perform any work required pursuant to all applicable federal, state and local laws, statutes and/or ordinances.

5. Pesticides used by private entities for right-of-way maintenance on Common Area must adhere to this policy Resolution.

H. FERTILIZER USE

1. Reston Association shall perform appropriate soil tests a minimum of once every three years, to accurately determine nutrient deficiencies and need for fertilizer amendments.

2. Fertilizers inadvertently applied to hard surfaces, such as sidewalks and roadways, shall be removed according to the label’s directions.

3. Fertilizers shall not be applied when the ground is frozen.

4. Commercial Applicators shall use caution while applying fertilizers near waterways (lakes, ponds, streams and wetlands) or natural waterway conveyance areas and in no case shall apply fertilizer within 25 feet of a shoreline, or on any slope directly connected to a body of water or waterway conveyance area.

5. Based on monthly water quality samplings during the summer months, Reston Association may take the following actions to control the excessive growth of planktonic algae as a result of phosphorous sources in the Association’s watersheds:
   a. Aeration and dredging to reduce phosphorus levels in the lakes;
   b. Alum treatments; and
   c. Copper Sulfate treatments.

6. Fertilizer containing phosphorus will not be used on Common Area turf areas unless a soil test in the last three years shows that phosphorus levels are deficient based upon the Virginia Department of Conservation and Recreation’s nutrient management standards and criteria.

7. Fertilizer application shall only occur after review by designated Reston Association staff. Such review shall include information on location, slope, intended use of the area, as well as soil test results.

8. Fertilizers containing pesticides, such as weed or insect controls, shall be considered pesticide use, and use of such fertilizers shall be in compliance with this policy Resolution.

I. HANDLING & PROCUREMENT

1. Reston Association shall designated employees to receive state recognized pesticide applicator training on the proper handling of pesticides/fertilizers, to ensure that safety will be the top priority in handling these products.
2. RA will procure only those pesticides/fertilizers that have been approved for use by the Deputy Director of Maintenance and in amounts necessary to meet defined pest control and plant management objectives.

3. Reston Association employees authorized to procure, distribute, use or store pesticides will use direct delivery, container size limitations, reduced volumes, and other appropriate mechanisms to minimize handling requirements. Pesticides/fertilizers shall be handled in accordance with specific label and MSDS instructions and suggestions, as provided by the vendor.

J. PESTICIDE & FERTILIZER STORAGE REQUIREMENTS

1. Pesticide/fertilizer storage rooms and areas will be identified by approved prominent and legible signs.

2. Pesticide storage must be restricted to an area which has direct access to the outside.

3. Storage buildings and areas shall have equipment to effectively and safely handle any emergencies that might be reasonably expected to occur.

4. Storage of pesticides and fertilizers shall be in compliance with all directions listed on the manufacturer's labeling, and in compliance with all pertinent laws, rules, regulations and local ordinances.

5. Original labels must remain intact or be reproduced to replicate the original label (Hand written labels are not acceptable).

6. An inventory shall be kept at all times of the types and quantities of pesticides/fertilizers being stored in designated storage buildings.

7. Flammable or combustible liquid pesticides must be stored in flammable and combustible liquid cabinets and stored in a separate area from ammonium nitrate fertilizers.

8. Pesticides in containers, which may be damaged by moisture or water, must be stored off the floor.

9. Damaged or leaking containers of pesticides or materials contaminated by pesticides must be immediately separated, disposed of, or decontaminated in accordance with required regulations.

K. DISPOSAL

Disposal of pesticides/fertilizers and their containers shall be done in accordance with label instructions and applicable state and federal laws and regulations. All liquid pesticide containers or other rinsable containers shall be triple rinsed immediately when emptied, and the rinsate will
be added to the sprayer tank for proper application. All employees involved in applying pesticides/fertilizers will be trained in proper disposal practices.

L. ACCIDENTS

Pesticide/fertilizer accidents that constitute a threat to any person, to public health or safety and/or to the environment, shall be reported immediately to local emergency services and the Reston Association’s Deputy Director of Maintenance. The Deputy Director of Maintenance shall notify the Office of Pesticide Services (OPS) of the occurrence within 48 hours by telephone; a written report describing the accident shall be filed within 10 days of the initial notification.

Initial telephone contact and written reports should be directed to:

**Virginia Department of Agriculture and Consumer Services**
**Office of Pesticide Services/Enforcement and Field Operations**
P.O. Box 1163, Richmond, VA 23218   (804) 371-6560
telephone: (This information shall be posted in all designated pesticide/fertilizer storage areas.)

M. SPILLS

Appropriate cleanup supplies and equipment shall be maintained to handle pesticide/fertilizer spills incurred by Reston Association. All hazardous material spills/releases on Common Area shall be reported immediately to local emergency services and the Deputy Director. The materials spilled shall be disposed of according to the appropriate state agency’s directive. Reporting under SARA Title III (the Community Right-to-Know Law) is determined by the chemical hazard and the volume of the released chemical. If so, the applicator must also notify the:

**National Response Center at 1-800-424-8802.**
(This information shall be posted in all designated pesticide/fertilizer storage areas.)

In the event of an emergency release, which would impact others or other property, notify the:  
**Virginia Department of Emergency Services (DES) at 1-800-468-8892**  
(This information shall be posted in all designated pesticide/fertilizer storage areas)

**ATTEST:** This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on June 23, 2011.

**Cate L. Fulkerson**

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Assistant Secretary

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Reston Association

Use and Maintenance Standards Resolution 14; Common Area Pesticide & Fertilizer Use Policy

*June 23, 2011*
WHEREAS, the Board of Directors is responsible for the administration and operation of the Reston Association ("Association") consistent with the amended provisions of the Reston Governing Documents; and

WHEREAS, Section III.5(e) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") provides the Reston Association ("RA") Board of Directors with all powers necessary and appropriate for carrying out the purposes of the Association which are enabled by law or the Reston Documents; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section III.7 of the Amended Reston Deed sets forth the composition and responsibilities of the Covenants Committee; and

WHEREAS, Section VI.2(b)(15) of the Amended Reston Deed states that: "In any residential Cluster in which central air-conditioning service is available to the Lot line, no individual air-conditioning units of any type shall be permitted"("CAC Service Covenant); and

WHEREAS, there have been times in the past and may be times in the future when individual residents may need to seek a temporary reasonable accommodation to the CAC Service Covenant from the Association under federal, state or county fair housing laws; and

WHEREAS, for the benefit and protection of RA and of individual Members who use and benefit from the use of the central air-conditioning ("CAC") systems, the RA Board of Directors deems it desirable to establish procedures to assure that requests for reasonable accommodations to the CAC Service Covenant shall be fairly administered and documented so that such requests may be granted when reasonably necessary to accommodate persons with disabilities pursuant to federal, state and county fair housing laws who request permission to be exempt from the CAC Service Covenant.

NOW, THEREFORE, BE IT RESOLVED, that the following administrative procedures shall be implemented with respect to requests for approval from the Covenants Committee to be exempt from the CAC Service Covenant to accommodate persons with disabilities as required by federal, state and county fair housing laws ("Fair Housing Laws"):

1. Residents seeking a temporary reasonable accommodation to the CAC Service Covenant ("Resident") from the Association for their Lot and any dwelling unit thereon ("Lot") should submit their request for reasonable accommodation to the CAC Service Covenant to the Association through the Director of Covenants Administration.
2. Resident shall obtain an Application for Requesting Exemption from the CAC Service Covenant (attached as Exhibit 1 hereto). This form is to be available from the Association’s offices and online on the Association’s website. The application must be completed by Resident and an appropriate health care provider and submitted to the Director of Covenants Administration.

3. The Covenants Committee will review the submitted documentation to verify that proper support has been provided for the accommodation.

4. Any reasonable accommodation afforded by the Covenants Committee shall:
   
   a. Be deemed to be personal to the Resident, temporary in nature and valid for as long as the accommodation is needed by the Resident. (The Association, prospectively, through its Covenants Committee, shall also have the authority to and may, from time to time, request updated documentation from the Resident relative to confirming the continuing need for the reasonable accommodation.);
   
   b. In no way invalidate nor waive the application of the CAC Service Covenant to the Property nor to the particular dwelling involved in the request for the reasonable accommodation; and,
   
   c. In no way be applicable to subsequent residents or owners of the Lot.

5. Receiving a reasonable accommodation to the CAC Service Covenant from the Covenants Committee is not intended to nor does it supersede any existing contractual obligations between the Resident and any third-party vendor.

6. Nothing in this Resolution is intended to waive or alter the requirement that a Member or Resident has to obtain the prior approval from the Design Review Board (“DRB”) for any addition, alteration or improvement to a Lot pursuant to Article VI, Section VI.1 (c ) (1) and (2) of the Amended Reston Deed.

ATTEST: This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on October 13, 2011; and amended on May 23, 2013; and amended on June 12, 2014.

Sabrina Tadde
Assistant Secretary
APPLICATION FOR EXEMPTION FROM THE CAC SERVICE COVENANT

I would like to request a fair housing accommodation in the form of a temporary exemption from the prohibition in Section VI.2(b)(15) of the Amended Reston Deed in order to allow me to install an individual air conditioning unit in my home. This accommodation is necessary to enable the following residents with disabilities to fully use and enjoy their home:

________________________________________________________________________________________
(Name of Resident with Disability)   (Name of Resident with Disability)

________________________________________________________________________________________
(Name of Resident with Disability)   (Name of Resident with Disability)

In order to be eligible for consideration for the requested exemption I understand that I must provide documentation to Reston Association establishing that a resident of my home is eligible for an accommodation under the applicable fair housing laws. To do so, I have completed and returned Attachment 1. This provides documentation from the disabled person’s health care provider explaining that the resident(s) listed above is disabled and explaining why the reasonable accommodation is necessary to accommodate their disability.

I affirm that I have read and understand the requirements set forth in Use & Maintenance Standards Resolution 15; Air-Conditioning Service Covenant Reasonable Accommodations. I agree to abide by the terms and conditions of that Resolution as a condition of receiving a temporary exemption from the CAC Service Covenant as that term is defined in the Resolution.

________________________________________________________________________________________
(Signature)      (Print Name)

Date
ATTACHMENT 1

FOR INTERNAL USE ONLY
NOT TO BE PRODUCED TO THIRD PARTIES WITHOUT WRITTEN CONSENT OF PATIENT IDENTIFIED BELOW, OR FOLLOWING PROPER SUBPOENA

HEALTH CARE PROVIDER’S CONFIDENTIAL CERTIFICATION LETTER

To: Reston Association ("Association")
c/o Director of Covenants Administration
12001 Sunrise Valley Drive
Reston, Virginia 20191

I hereby declare that the following statements are true and correct to the best of my knowledge:

1. ___________________________________ ("Patient") is my patient whose address is
   ________________________________________________________________________.

2. My name, business address, and business telephone number are as follows:
   ________________________________________________________________________
   ________________________________________________________________________
   ________________________________________________________________________

3. I certify that I am a duly licensed physician or qualified health care provider in
   ________________________________.

4. The Federal Fair Housing Act defines a disabled person as one who has “(1) a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) a record of having such an impairment, or (3) being regarded as having such impairment.” I hereby certify that Patient is a disabled person pursuant to the above definition from the Fair Housing Act.

5. I am aware that Patient has requested a temporary exemption from the above Association's recorded covenant, and is requesting a reasonable accommodation from enforcement to allow the installation of an individual air-conditioning unit in the Patient's home.

6. I hereby certify that Patient's requested accommodation will alleviate or mitigate Patient's disability described above or otherwise assists Patient in using and enjoying Patient's home.

7. I understand that this information is solely for the internal use of the above-named Association, that it will be kept confidential and will be provided only to authorized representatives of the above-named Association.

___________________________________   _______________________
Signature      Date
APPLICATION FOR EXEMPTION FROM THE CAC SERVICE COVENANT

I would like to request a fair housing accommodation in the form of a temporary exemption from the prohibition in Section VI.2(b)(15) of the Amended Reston Deed in order to allow me to install an individual air conditioning unit in my home. This accommodation is necessary to enable the following residents with disabilities to fully use and enjoy their home:

(Name of Resident with Disability)  (Name of Resident with Disability)

(Name of Resident with Disability)  (Name of Resident with Disability)

In order to be eligible for consideration for the requested exemption I understand that I must provide documentation to Reston Association establishing that a resident of my home is eligible for an accommodation under the applicable fair housing laws. To do so, I have completed and returned Attachment 1. This provides documentation from the disabled person’s health care provider explaining that the resident(s) listed above is disabled and explaining why the reasonable accommodation is necessary to accommodate their disability.

I affirm that I have read and understand the requirements set forth in Use & Maintenance Standards Resolution 15; Air-Conditioning Service Covenant Reasonable Accommodations. I agree to abide by the terms and conditions of that Resolution as a condition of receiving a temporary exemption from the CAC Service Covenant as that term is defined in the Resolution.

(Signature)  (Print Name)

Date
ATTACHMENT 1

FOR INTERNAL USE ONLY
NOT TO BE PRODUCED TO THIRD PARTIES WITHOUT WRITTEN CONSENT OF PATIENT IDENTIFIED BELOW, OR FOLLOWING PROPER SUBPOENA

HEALTH CARE PROVIDER’S CONFIDENTIAL CERTIFICATION LETTER

To: Reston Association ("Association")
c/o Director of Covenants Administration
12001 Sunrise Valley Drive
Reston, Virginia 20191

I hereby declare that the following statements are true and correct to the best of my knowledge:

1. ___________________________________ ("Patient") is my patient whose address is ________________________________________________________.

2. My name, business address, and business telephone number are as follows:
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________

3. I certify that I am a duly licensed physician or qualified health care provider in __________________________.

4. The Federal Fair Housing Act defines a disabled person as one who has "(1) a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) a record of having such an impairment, or (3) being regarded as having such impairment." I hereby certify that Patient is a disabled person pursuant to the above definition from the Fair Housing Act.

5. I am aware that Patient has requested a temporary exemption from the above Association's recorded covenant, and is requesting a reasonable accommodation from enforcement to allow the installation of an individual air-conditioning unit in the Patient's home.

6. I hereby certify that Patient's requested accommodation will alleviate or mitigate Patient's disability described above or otherwise assists Patient in using and enjoying Patient's home.

7. I understand that this information is solely for the internal use of the above-named Association, that it will be kept confidential and will be provided only to authorized representatives of the above-named Association.

___________________________________   _______________________
Signature      Date
WHEREAS, the Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.5(e) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") provides the Reston Association ("RA") Board of Directors with all powers necessary and appropriate for carrying out the purposes of the Association which are enabled by law or the Reston Documents and which are not specifically reserved to the Members; and

WHEREAS, Section III.3(2)(a) of the Amended Reston Deed delineates that it is a purpose of the Association to interpret, administer, and enforce the protective covenants and restrictions of the Amended Reston Deed in such a manner as to conserve, protect, and enhance the value of all real property subject to the Amended Reston Deed; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines Common Area all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members; and

WHEREAS, Section I.1(oo) of the Amended Reston Deed defines "Upkeep" as inspection, maintenance, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement, and reconstruction; and

WHEREAS, Section IV.1 of the Amended Reston Deed delineates that the Association shall be responsible for the management and Upkeep of all of the Common Area; and

WHEREAS, Section VI.2(b)(4) delineates that no person or entity shall obstruct any of the Common Area or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to be. No person or entity shall place or cause or permit anything to be placed on or in any portion of the Common Area without the approval of the Board of Directors or its designated committee. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors or its designated committee; and

WHEREAS, Section VI.2(b)(5) states that except as otherwise expressly provided in the Reston Documents, no Member shall make any private, exclusive or proprietary use of any of the Common Area (except those areas, if any, designated as Limited Common Area or Reserved Common Area) without the prior written approval of the Board of Directors or its designated committee, and then only on a temporary basis.

WHEREAS, Section III.7 of the Amended Reston Deed sets forth the composition and responsibilities of the Covenants Committee; and
WHEREAS, the Board of Directors deems it desirable to establish procedures to address such violations and encroachments when obstructions or unapproved or improper improvements, as defined in Section VI.2 of the Reston Deed, are found on the Common Area and made by a person or entity other than the Association.

NOW, THEREFORE, BE IT RESOLVED, that the following administrative procedures shall be implemented by the Association when Common Area violations and encroachments are found by the Association:

1. Definitions.
   a. **Obstructions** shall include but not be limited to yard debris, wood piles, fences, patios and/or furniture; landscaping and landscaping features, play structures, docks and intentionally felled trees or parts thereof from private property.
   b. **Improvements** shall include but not be limited to fences, patios, landscaping and landscaping features, play structures, docks, mowing, clearing, drainage swales, and other encroachments onto or into Common Area.

2. Procedures.
   a. RA Parks & Recreation ("P&R") Staff will inspect Common Areas via "Remote Strip Inspections" or as notified of probable incidents. Likewise, Covenants Staff, as defined herein, when performing inspections, will notify and alert P&R Staff, in writing, of any suspected violations or encroachments by Lot Owners onto or into Common Area.
   b. During inspections, P&R Staff shall document violations by completing a formal/standard inspection check list similar to that which is completed by the Covenants Administration ("Covenants") Staff. Information that is captured shall include the exact location of the violation(s), noting section and block, address, date/time/photos, exact violation by referencing the Reston Deed, Design Guidelines, Common Area and/or Use Maintenance Resolutions and any other supporting evidence.
   c. P&R Staff may choose to have less formal communication with the alleged violator(s), require a maintenance agreement, pending approval by the Board of Directors, or proceed to Section 2.d. below.
   d. P&R Staff shall send a letter by First Class Mail to the alleged violator(s), which may be one owner or a group of owners, outlining the nature of the violation and requesting the violation be cured by a certain date.
   e. P&R Staff shall send a copy of the letter to the appropriate Covenants Advisor to be filed in the appropriate Covenants Property File(s) and Database with the associated inspection report and photos (paper and/or electronically).
f. After the date that the alleged violation is to have been cured, the P&R Staff shall re-inspect the area.

i) If the violation has been cured, P&R Staff shall send a closing thank you letter by First Class Mail.

ii) If the violation has not been cured, P&R Staff shall send a second letter by First Class Mail to the alleged violator(s) alerting of further enforcement as per Section 2.g. below.

g. If the violation has not been cured then the P&R Staff shall file an official Covenants Committee Complaint and submit their findings, in writing, with the appropriate documentation outlined in section 2.b. above to the Covenants Advisor.

h. As per the procedures delineated in Design Review & Covenants Administration Resolution 5, Covenants Staff shall send by certified letter, a written notice of the Covenants Committee hearing date on the matter. This notice will be copied electronically to the P&R Staff who filed the complaint.

i. The Covenants Committee and Covenants Staff, with assistance from P&R Staff, shall conduct a site inspection prior to the hearing date on the matter.

j. In addition to the decision notification procedure delineated in Design Review & Covenants Administration Resolution 5, the decision letter of the Covenants Committee shall also be forwarded electronically to the P&R Staff who filed the complaint.

k. After the Covenants Committee deadline, Covenants Staff and P&R Staff will re-inspect to verify compliance.

l. If compliance is not met after the deadline, the violation will be sent to Legal Committee, after notification, for further action.

m. Nothing herein shall affect the Covenants Committee’s authority under Section III.7(b).

**ATTEST:** This Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on June 26, 2014.

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Assistant Secretary