

HOMEOWNER MANUAL

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HOMEOWNER MANUAL

PREFACE

The Architectural Design Standards for Cascades are based on authority established in the Declaration for Cascades and reflect the unique character and nature of property and homes in Cascades. The Architectural Design Standards are reviewed periodically and updated to reflect changes in materials and design and to address circumstances presented in applications submitted for consideration by the Covenants Committee.

Consideration will be given to the impact of proposed changes, or activities which may present hazard or safety concerns for the Cascades community and Cascades residents. The Covenants Committee will consider materials, toxic products, animals, physical activities or placards which may adversely affect the tranquility, health and safety of the community. The Association works closely with local authorities to ensure compliance with local requirements including restrictions on dangerous or unsafe conditions.

The Covenants Committee and Association staff welcome questions and comments. We are here to support owners and work to promote and preserve the architectural standards that are the hallmark of Cascades.

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ARCHITECTURAL DESIGN STANDARDS

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These design standards have been adopted by the Cascades Community Association, Inc. (“Association”) Board of Directors (“Board”) and are incorporated in Policy Resolution No. 6 of the Association Book of Resolutions. All new construction and additions, alterations or modifications to the exterior of existing structures shall conform to these design guidelines and require the approval of the Association Covenants Committee, except as specifically provided herein.

The design standards detailed in this document are applicable to all residential lots in the Cascades Community, including single-family detached dwellings and attached dwellings. Supplemental design standards, specific to each individual cluster, may be developed as necessary and appropriate. Additional design standards and standards exist for Cypress Point, the Estates at Lowes Island, all Condominiums units, Water Beach Place, Allegheny Circle, and Lowes Island, Section 20.

Units within Lowes Island Condominium and Medinah Condominium must also conform to the additional requirements of their sub-associations.

1. ADDITIONS

All applications for additions (including, but not limited to, sunrooms, 3- and 4-season rooms, screened in porches, patio enclosures and bay windows) will require the following:

- A. The size of the addition must be compatible in size with the size of the lot.
- B. The design of the addition must be compatible with the style of the home and other homes in the immediate area
- C. A detailed design layout (Drawing) including the information provided in Addendum 1, page 42 of the Homeowner Manual.
- D. If a roofing material different from the current roofing material is to be used this must be compatible in color with the existing roof color (i.e., metal roof).
- E. Lighting if included must be of a compatible size and style.
- F. Self-contained HVAC units embedded in the wall may be incorporated if connecting to the existing HVAC system in the home is not possible.

2. AIR CONDITIONING UNITS

Window-mounted air conditioning units or any other apparatus protruding from windows are prohibited unless variance is granted. Requests for variances will be reviewed on a case-by-case basis. Air conditioning units and heat pumps located outside of the home may be relocated or added if the Covenants Committee determines the relocation or addition will have no adverse impact to adjoining lots or the common areas. Self-contained HVAC units may be embedded in the wall of additions if connecting to the existing HVAC system in the home is not possible.

2.1 AIR CONDITIONING UNIT ENCLOSURES

Enclosures are permitted to allow the outside screening of air conditioning units. Only one air conditioning unit enclosure per lot is permitted. Enclosures shall be in the rear or side of the home. For enclosures on the side of the home, screening with landscaping may be required. Placement, number, and size of air conditioning unit enclosures will be considered on a case-by-case basis. Materials must be compatible with the style of the home.

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3. ANTENNAS

In accordance with FCC Rule 47 CFR 1.4000 regarding the installation, maintenance and use of direct broadcast satellite (“DBS”), television broadcast (“DTV”), multipoint distribution service (“MMDS”) and customer end fixed wireless signal antennas, the Association’s goal is to enable owners and residents to obtain the best possible signal reception while keeping the antennas as unobtrusive as possible.

DBS, DTV or MMDS antenna one meter (39.37 inches) or less in diameter are permitted, subject to certain restrictions. Satellite dishes and other antennas larger than one meter in diameter are prohibited.

The preferred location for satellite dishes and other antennas is below the peak of the roofline on the backplane of the house so as to have no, or minimal visibility from the front of the house, or entirely within and below the height of approved privacy fencing which fully encloses the rear yard of any attached townhouse.

The installation of any antenna or satellite dish on common area is strictly prohibited. Antennas and satellite dishes shall remain in good condition and repair. Abandoned or unused antennas and satellite dishes must be removed, along with all exterior wiring, accessories, etc.

4. ARBORS

For the purpose of these design standards, an arbor shall be considered any decorative bar(s) supported by a vertical shaft(s) for supporting vines or hanging plants (see Glossary). Arbors shall not exceed eight feet in height from the ground or deck floor level and shall not be enclosed or otherwise create a solid barrier. Arbors, as described herein, are permitted on decks, patios, fences, gates, or can be freestanding decorative elements, subject to the limitations contained herein. If an arbor is attached to a deck, the material and color of the arbor must be the same as the deck. For attached homes, arbors cannot be installed or maintained in the front yard of the house or directly above a fence or gate.

4.1 CYPRESS POINT

For homes located within Cypress Point, arbors impacting a neighbor’s view of the golf course or Potomac River are prohibited.

4.2 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, the height of an arbor shall be in proportion to the height of the house.

5. ATTIC VENTILATORS AND OTHER MECHANICAL APPLIANCES

Attic ventilators or other mechanical apparatus requiring penetration of the roof shall be as small in size and height as is functionally possible. They shall be located on the least visible side of the roof as viewed from the front of the house.

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6. AWNINGS

Prior approval of all awnings and sunshades by the Covenants Committee is required. The Covenants Committee may consider the impact of shading an awning may cast on adjacent properties. Retractable awnings over patios or decks with suitable dimensions will be permitted by the Covenants Committee on the rear of the house. Fixed awnings and sunshades will be considered by the Covenants Committee on a case-by-case basis, in conjunction with screening and decking. The shield or cover into which the awning retracts must be permanently mounted on the home. The awning hardware must be heavy-duty hardware painted the same color as the home or trim. The awning or sunshade must be of a material, which will not fade from the sun, mildew, or mold, and which the color is consistent with the homes surroundings. Awnings and sunshades must be maintained in good condition or removed from the home.

6.1 CYPRESS POINT

For homes located within Cypress Point, retractable awnings with suitable dimensions are permitted on the back decks, subject to a determination by the Covenants Committee that adjacent neighbor's views of the golf course or Potomac River are not impacted by the extension of the awning.

7. CHIMNEYS AND METAL FLUES

Chimneys and flue enclosures shall be compatible in design, location, and color with the existing house.

8. CLOTHESLINES

Clotheslines, permanent or temporary, or the hanging of clothes off deck or stair railings is prohibited.

9. COMPOST BINS

Visual and odor impact on neighbors must be considered by Covenants Committee for all applications for compost bins. Only tree leaves and grass clippings may be composted. Screening of a compost bin with landscaping may be required by the Covenants Committee prior to approval of an application. Bins shall be in the rear of the lot, at least ten feet from all property boundary lines. Compost bins shall not exceed four feet in height and shall not exceed sixteen square feet. Compost bins shall be of unpainted pressure treated, naturally weather resistant wood, or plastic with tones of black, tan, or green. Compost bins must be properly covered and compost must be turned periodically to ensure odor control. Composting piles or mulch piles are prohibited unless wholly contained within a bin.

9.1 TOWNHOUSES AND ATTACHED DWELLINGS

Compost bins are prohibited in townhouse sections or in any other attached dwellings.

10. DECKS

Decks will be considered by the Covenants Committee based on size, material, and location. The size of the deck must be compatible with the size of the lot. The design of the deck must be compatible with the style of the home. A detailed design layout (Drawing) including the information in Addendum 1 must be provided (See Addendum 1, page 42 of the Homeowner Manual). The material and location of

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any deck shall be in harmony with existing approved decks in the area. Lattice may be used to screen the under-deck area and for privacy in the above-deck area if painted or stained to match the color of the deck. Decks must be maintained to present a good appearance. Decks may be left to age naturally, but may require periodic cleaning and waterproofing to maintain good appearance. Acceptable deck colors are white, gray, and natural wood tones.

10.1 CYPRESS POINT

For homes located within Cypress Point, all decks must replicate the design of the decks originally offered by the original builder. Railing and support posts shall be painted to match existing trim (shades of white) only. Gazebos are prohibited. Storage on upper and lower decks is prohibited.

10.2 LOWES ISLAND, SECTION 20, LOTS 1-48 AND LOTS 79-151

For homes located within Lowes Island, Section 20, Lots 1-48, decks will be approved on a case-by-case basis in accordance with specifications provided by the builder. For homes located within Lowes Island, Section 20, Lots 79-151, decks must maintain the original design, size, and style as installed by the builder.

10.3 POTOMAC LAKES SECTION 5H PARCEL A, THE OVERLOOK AT CASCADES

No decks or replacements thereof are permitted on the Lots except those which are aesthetically similar to those of surrounding homes and which are in substantial conformance with the decks as originally installed by M/I Homes, except that contemporary building materials may be used as approved by the Covenants Committee.

10.4 BATEL AND JAGUAR HOMES

Color of decks in the Batel and Jaguar homes must be consistent with existing decks.

11. DOGHOUSES, DOG RUNS, DOG PENS, DOGGIE DOORS

Application is required. Doghouses are discouraged to mitigate the potential for a dog's disturbing of neighbors by barking. Doghouses may be approved if compatible in color and material with the home. Doggie doors may be approved if located in a door leading to the rear yard or side yard with a fence or invisible fence. Doggie doors should be located where visually unobtrusive to neighbors and the use of plantings to screen the house may be required to minimize the visual impact on neighbors.

11.1 SIZE

Doghouses may not exceed sixteen square feet of floor space and may not exceed four feet in height at the highest point.

11.2 DOG RUNS AND PENS

Dog runs and dog pens are prohibited.

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12. DOORS, STORM AND SCREEN

Storm or screen doors shall be coordinated to match or be compatible with the related entry door, the house trim, or window trim. Consideration by the Covenants Committee will depend on the design of the door in relation to the design of the home (see Glossary). Commercial metal storm or screen doors and windows, which coordinate with the existing house color, may be approved by the Covenants Committee upon application. Doors and screens of other material or construction require review and approval by the Covenants Committee. Proposed doors, which are full view, with or without a kick plate, must match the color of the house trim, window trim, or related entry door. Proposed doors, which are less than full view, must match the color of the related entry door.

12.1 APPLICATION REQUIREMENTS

Drawings, photographs, or information provided from a manufacturer of a proposed door must be provided which should include the color of proposed doors and related entry door or house trim and the location of door to be installed.

12.2 SECURITY DOORS WITH BARS

Doors that included security bars are prohibited.

13. DRIVEWAYS

Extensions, modifications, additions, and replacements to driveways will be considered by the Covenants Committee. No driveway that wraps around side elevations of a home shall be approved by the Covenants Committee. Appropriate materials for extensions, modifications, additions, and replacements to driveways are poured or stamped concrete, asphalt, brick, stone, interlocking concrete, or pavers. Other paver material will be considered by the Covenants Committee on a case-by-case basis. Painting or staining of driveways will be considered by the Covenants Committee on a case-by-case basis. VDOT driveway aprons may not be modified. Driveways connecting to a pipestem may not be modified to expand the width of the opening (See Addendum 3, page 44 of the Homeowner Manual).

13.1 CYPRESS POINT

For homes located within Cypress Point, driveway extensions or modifications are prohibited.

13.2 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, curved or offset driveways that prevent a direct view into the garage are preferable. Entrance pillars on both sides of the driveway entrance must match the house in style and materials.

14. EGRESS WINDOWS AND DOORS

Egress windows or doors may be added to below-grade basements along the rear plane of the house. Egress doors with a stair well entry must comply with all property setback requirements. Egress windows or doors added along the front and side planes of the home will be considered by the Covenants Committee on a case-by-case basis. Screening may be required by the Covenants Committee prior to approval.

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15. EXTERIOR MATERIALS

Proposed materials for exterior modifications will be evaluated on a case-by-case basis. Continuity or compatibility of materials with the original construction and surrounding dwellings will be a specific consideration in evaluating the proposed changes. No material shall be temporarily or permanently attached, incorporated, or placed on or adjacent to the exterior of any dwelling (attached or detached) that creates a hazardous, dangerous, or unsafe condition. This includes, but is not limited to, any material functionally designed or possessing likely capacity to trap, injure, or harm people or domestic pets. Any such material must be immediately removed and rendered safe by the owner or occupant.

15.1 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, the following materials and colors are acceptable for exterior modifications, subject to review and approval by the Covenants Committee:

- **Brick** – All brick should be earth tone in the red to brown range
- **Stucco** – Stonework is allowed if constructed as an integral part of the architecture, but not as decorative appliqué or veneer
- **Wood or Masonite siding** – All siding must be full profile and not more narrow than six inches, and painted.
- **Exterior wood shingles** – Cedar stained.

All color changes requires approval of the Covenants Committee. The following materials are not acceptable: construction-grade plywood, metal, aluminum, or vinyl siding, plastic, or vinyl shutters, or three wall fireplaces.

16. PERIMETER FENCES

General design standards for the construction and approval of fences are provided below. Specific standards may be developed for each housing cluster. Any fence style not specifically described in the Architectural Design Standards is strictly prohibited. Applications for the installation of a fence must be submitted for approval prior to installation. The application must be accompanied by the signed acknowledgement of all homeowners with property adjacent to the property or lot where the proposed fence is to be installed. No material, including but not limited to barbed wire, razor wire, concertina wire and wires with electric current, shall be incorporated into any fence that creates a hazardous, dangerous, or unsafe condition.

16.1 FENCE MATERIAL

Fences may be constructed of wood or synthetic wood material. Chain link fences are prohibited.

16.2 DETACHED HOMES

16.2.1

16.2.2 FENCE STYLES

Fences must be one of three styles:

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- a) **Open split rail** with two, three, or four rails
- b) **Paddock style** with two, three, or four rails
- c) **Estate style** with four, five, or six boards.

All other fence styles are prohibited.

16.2.3 DIMENSIONS

Fences must be between forty-two inches and forty-eight inches tall, measured from the ground to the uppermost rail. Vertical posts must be between forty-eight and fifty-four inches tall measured from the ground to the top of the post.

16.2.4 WIRE MESH

Wire mesh may be used in conjunction with an approved fence. If used, the wire mesh must be attached to the inside of the fence and the top of the wire mesh may not extend beyond the top rail of the fence. Wire mesh must be made of galvanized steel and may be coated with tones of black, tan, or green. The use of chicken wire or chain-link materials is prohibited.

16.2.5 GATES

Gates may be single or double and must be of the same material as the fence, and the same height as the fence. Gates exceeding 6 ft. in width may be permitted upon approval of the Covenants Committee. Gates may not open to an adjacent lot. Gates must be located so that people will exit from either the fenced area onto another part of the lot on which the fence is located or to the common area.

16.2.6 LOCATION

All fences must be located at or near the lot-line and should be intended to fence in the back or rear yard portion of the applicant's lot. Lot-line fences must be set as closely as possible to the property line without encroaching onto the neighboring property. Fences are prohibited in front yards of lots. Fences must be at least two feet from the edge of the sidewalk. Fences may be approved for the partial enclosure of side yards in situations where topography, house location, the location of exit doors or where fences will serve as a rear lot-line fence for an adjoining property. The following factors and fencing would be considered by the Covenants Committee on a case-by-case basis: around electric, phone and cable boxes, drain structures, storm drains, trees or vegetation, and other obstructions not under the homeowner's control.

16.2.7 SIDE YARD FENCING

If approved, a side yard fence must be set back from the front plane of the house a distance equal to one-half the overall depth of the house.

16.2.8 PIPE STEM FENCING

Setbacks for fencing along pipe stems, streets, and sidewalks will be determined on a case-by-case basis by the Covenants Committee but generally will not be closer than

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four feet from the edge of the street or pipe stem or two feet from the edge of the sidewalk. Owners are responsible for yard maintenance on both sides of fences located on their lots. Homes on or bordering pipe stems may have additional restrictions imposed by the Covenants Committee based on lot locations, size, and neighbor concerns.

16.2.9 ADJOINING FENCING

There may be only one fence separating adjoining lots. Double fencing along common boundary lines is prohibited, even if one lot has split-rail fencing and the other lot has paddock or estate-style fencing.

16.2.10 COLOR

Fence stain colors will be considered by the Covenants Committee on a case-by-case basis.

16.2.11 MAINTENANCE

It is the responsibility of lot owner to maintain a fence installed on the owner's lot.

16.3 ATTACHED HOMES

16.3.1 FENCE STYLES

Fences on attached homes must match any existing fence style and be one of the following styles.

- a) **Vertical board on board shadow box**
- b) **Shadow box with a one-foot top border of lattice.**

16.3.2 DIMENSIONS

Fencing must be six feet in height (measured from the ground to the top of the fence). If an Owner has raised the ground level within the yard, the fence must be measured from the outside, and must meet the height level of the adjoining fences, if any.

16.3.3 GATES

Gates are not required to be installed on fences. If used, gates must match the fence material. Height of the gate must be consistent with the height of the fence. For end-unit attached homes, gates may be located so that they are visible from the front of the unit. For interior attached homes, gates must be located at the rear of the lot. Arbors and pergolas are prohibited above gates.

16.3.4 LOCATION

All fences must be installed at lot lines and be intended to fence in the back or rear yard portion of a lot. Fences are prohibited in the front yard of a lot. Fencing, which matches the existing back or rear yard fencing, may be used to enclose a portion of the side yard on end-unit attached homes. In such cases, fencing may extend forward of the rear plane of the unit by a distance equal to one-half of the length of the side of the home.

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The following factors and fencing would be considered by the Covenants Committee on a case-by-case basis: around electric, phone and cable boxes, drain structures, storm drains, trees or vegetation, and other obstructions not under the homeowner's control.

16.3.5 COLOR

Fence stain colors will be considered by the Covenants Committee on a case-by-case basis.

16.3.6 MAINTENANCE

It shall be the shared responsibility of adjacent lot owners to maintain their side of the fence or party wall. It shall be the installing homeowner's responsibility to repair or replace the fence or party wall.

16.4 CYPRESS POINT

For homes located within Cypress Point, invisible (i.e. underground electronic fences) may be installed. All other styles of fences are prohibited within Cypress Point. Privacy fences and screens on decks, enclosing backyards, or between front yards are prohibited.

16.5 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, fences may be approved for the partial enclosure of side yards in situations where topography, home location, exit door location, or where the fence will serve as a rear lot line fence for an adjoining property. If approved, a side yard fence must be set back from the front plane of the home a distance equal to one-half the overall depth of the home. The use of tall fences or walls (over six feet tall) is discouraged. Only paddock style fencing will be allowed forward of the front plane of the house. Fences must be one of the following styles:

- a) **Open split rail** with two, three, or four rails
- b) **Paddock style** with two, three, or four rails
- c) **Estate style** with four, five, or six boards
- d) **Black Steel** or **Metal** fencing.

Gates must comply with 16.1.5.

16.5.1 DECORATIVE FENCING

Fencing may be installed for decorative purposes only with Covenants Committee approval. All applicable restrictions outlined above apply, except the fence need not completely enclose the backyard. Partial fencing must be placed on the lot line.

16.5.2 INVISIBLE FENCES

Invisible (i.e. underground electric fences) may be installed without application. Invisible fences must be installed within 4ft. from the property line.

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16.6 LOWES ISLAND, SECTION 20

16.6.1 LOTS 1-48

For homes located within the Lowes Island, Section 20, Lots 1-48, privacy fences are prohibited unless specifically authorized by the Covenants Committee

16.6.2 LOTS 79-151

For homes located within the Lowes Island, Section 20, Lots 79-151, privacy fences, other than privacy fencing sections installed by the builder, are prohibited.

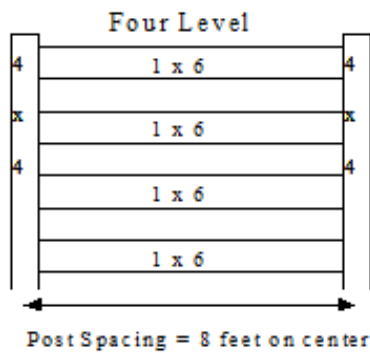
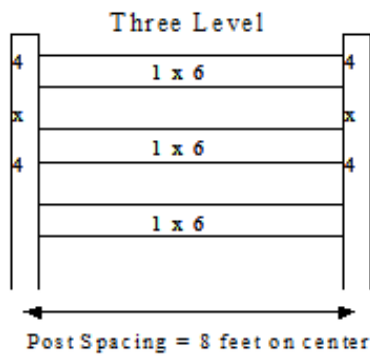
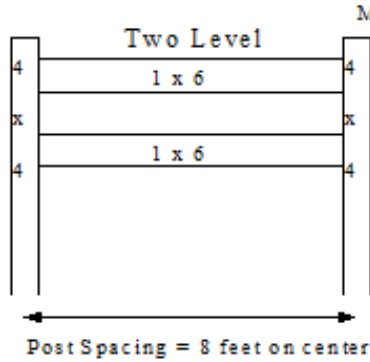
16.7 POTOMAC LAKES SECTION 5H PARCEL A, THE OVERLOOK AT CASCADES

No fence of any kind may be installed on any lot.

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Sample Fences – Detached Homes

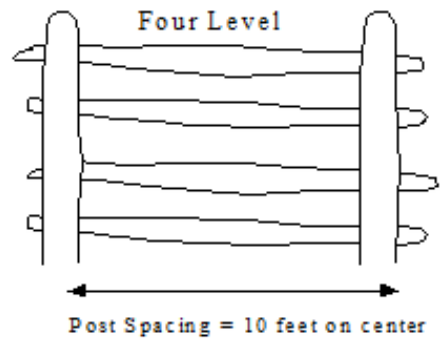
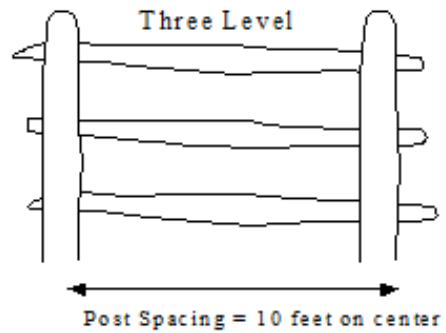
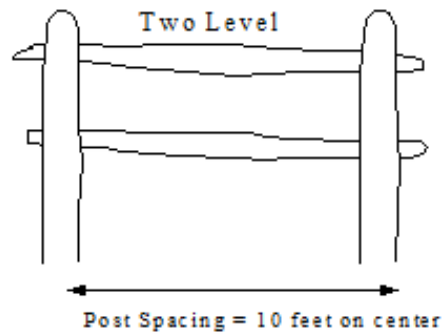
Paddock Style



Max Post Height = 48-54 inches

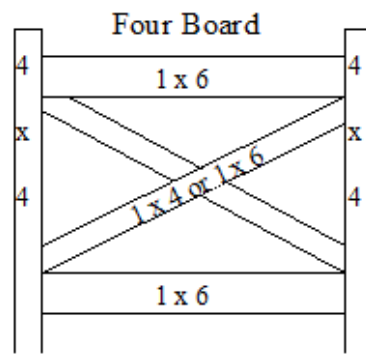


Split Rail Style



Sample Fences – Detached Homes

Estate Style

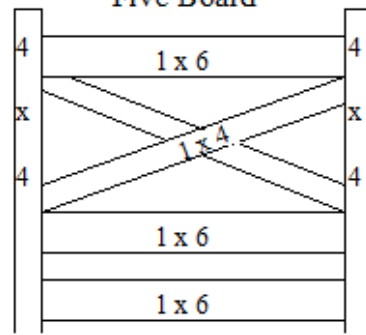


Max Post Height = 48–54 inches



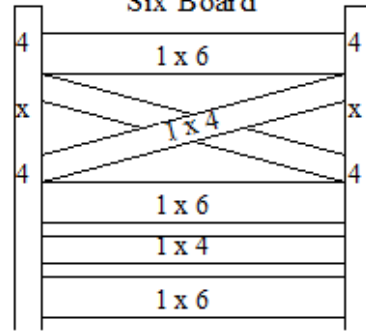
Post Spacing = 7.5 feet on center

Five Board



Post Spacing = 7.5 feet on center

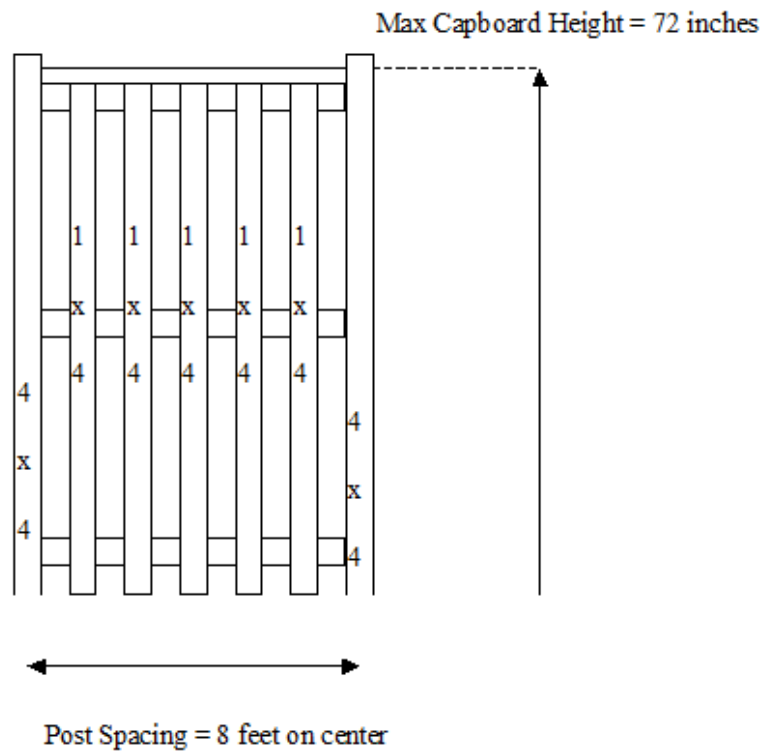
Six Board



Post Spacing = 7.5 feet on center

Sample Fences – Attached Homes

Board on Board (Shadow box)



Notes:

Vertical boards alternate on either side so as to give same appearance to both sides

Material:

Posts: 4 x 4

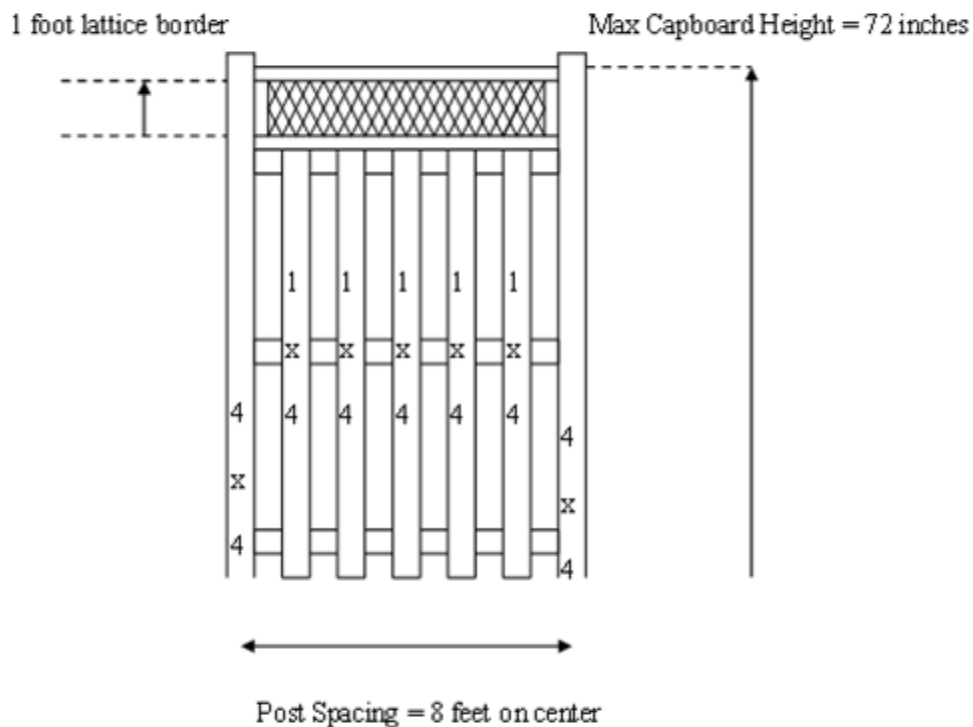
Runners: 2 x 4 x 8

Vertical Boards: 1 x 4

Capboard: 1 x 4 x 8

Sample Fences – Attached Homes

Board on Board with Lattice



Notes:

Vertical boards alternate on either side so as to give same appearance to both sides

Material:

Posts: 4 x 4

Runners: 2 x 4 x 8

Vertical Boards: 1 x 4

Capboard: 1 x 4 x 8

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17. FIREWOOD

Firewood shall be stacked in piles, which do not exceed eight feet in length, four feet in width, and four feet in height for aesthetic reasons. Firewood shall be stacked only in rear of the back yard. Wood shall not be stacked on the driveways, the front yard or in side yard(s) of a lot. Tarps used to cover the firewood must be secured to the pile of wood. Other than a limited quantity of firewood intended for immediate use, firewood shall not be stacked on patios or decks. Stacking of treated and raw lumber is not considered firewood and is prohibited. No application for the storage of firewood is required if the requirements of this section are met.

18. FLAGPOLES

18.1 PERMANENT

Permanent flagpoles shall be of height, color, and location, appropriate to the size of the property and background. Permanent freestanding flagpoles shall be installed and maintained in a vertical position.

18.2 TEMPORARY

Temporary flagpole staffs, which do not exceed six feet in length, and are attached at an incline to the wall or pillar of a dwelling unit, do not require approval by the Covenants Committee.

19. GARAGES

The scale and location must be compatible with the lot and adjoining lots. The architectural style, construction materials, and colors must match the home (See Addendum 3, page 44 of the Homeowner Manual).

19.1 ESTATES AT LOWES ISLAND

19.1.3 DESIGN

For homes located within the Estates at Lowes Island, garage door designs must be approved and must be consistent and compatible with the exterior design of the home.

19.1.4 LOCATION

For homes located within the Estates at Lowes Island, garages shall be located in a manner so that on approach to the home, the home is not visually dominated by the garage.

19.1.5 TYPE

For homes located within the Estates at Lowes Island, single bay garage doors are required. Variances may be granted by the Covenants Committee on a case-by-case basis.

19.1.6 SINGLE VEHICLE GARAGES

For homes located within the Estates at Lowes Island, single vehicle garages are prohibited.

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19.1.7 CARPORTS

For homes located within the Estates at Lowes Island, carports are prohibited.

20. GARAGE DOORS

Garage door color must match the trim or coordinate with the house siding. Any changes to the garage door color, design, or style must be approved by the Covenants Committee and must be consistent with the design of the house.

21. GAZEBOS

Gazebos may be approved by the Covenants Committee based on size, material, and location. The size shall be compatible with the home and lot size (See Addendum 1, page 42 of the Homeowner Manual).

21.1 CYPRESS POINT

For homes located within Cypress Point, gazebos are prohibited.

22. GENERATORS

22.1 PERMANENT

Permanent home generators may be approved by the Covenants Committee on a case-by-case basis. All generators must also comply with applicable county noise and pollution regulations.

22.1.3 PERMANENT GENERATOR ENCLOSURES

Only one generator enclosure per lot is permitted. Enclosures shall be in the rear or side of the home. For enclosures on the side of the home, screening with landscaping may be required. Placement, and size of permanent generator enclosures will be considered on a case-by-case basis. Materials must be compatible with the style of the home.

22.2 PORTABLE

Portable power generators must be stored out of sight when not in use.

23. GREENHOUSES

An attached greenhouse will be considered a major addition and subject to the approval requirements of these design standards. All others will be considered on a case-by-case basis.

23.1 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, greenhouses may be attached to the home or approved by the Covenants Committee as an ancillary structure.

24. GRILLS AND OUTDOOR FIRE PLACES

24.1 PERMANENT

An exterior modification application must be submitted for review of all proposed permanent grills, barbecues, or outdoor fireplaces.

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24.1.1 LOCATION

All permanent grills or outdoor fireplaces must be placed behind the rear plane of the house or in the backyard of the lot and as far as practical from adjacent property lines for aesthetic and safety considerations.

24.1.2 NATURAL SURROUNDINGS

Permanent grills or outdoor fireplaces shall not be a dominant fixture on the landscape and shall be located to blend as much as possible with the natural background.

24.1.3 LANDSCAPING

Supplemental planting may be required in the discretion of the Covenants Committee to soften the visual impact of any permanent grill or outdoor fireplace.

24.2 PORTABLE

Portable grills or outdoor fireplaces shall be stored behind the back plane of the house and do not require submission of an application.

25. GUTTERS AND DOWNSPOUTS

Replacement of gutters and downspouts with an exact duplicate of the original item does not require an application. An application is required for relocation of gutters and downspouts, changes of color from existing gutters and downspouts, or extensions of gutters and downspouts, whether above or below ground. Gutters and downspouts should be painted to match the exterior trim colors. Above ground, gutter extensions are limited to three feet in length.

26. HOT TUBS/SPAS

26.1 INSTALLATION

Hot tub installation requires consideration of the privacy of both the lot owner and adjacent property owners. All hot tubs require the acknowledgement of all neighbors, indicating that the neighbors are aware of an application for the installation of a hot tub. Evaluation of application will consider the location of the hot tub installation and the associated deck or patio, privacy screening and equipment concealment.

26.2 LOCATION

Hot tubs shall be located only in the rear or back yards.

26.3 SCREENING

The hot tub and any mechanical equipment shall be screened from view by a fence or privacy screening and both will be contiguous to the house or deck.

26.4 FENCES AND GATES

Fences and gates shall conform to the fencing standards set forth elsewhere in these design standards.

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26.5 MAINTENANCE

Hot tubs must be maintained in compliance with all applicable state and county health and safety laws, regulations and permits.

27. HORSES

The keeping, breeding, or riding of horses is prohibited except as provided below.

27.1 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, and in accordance with all applicable Loudoun and Fairfax County ordinances, rules and regulations, trained, domesticated horses for private recreation use by the owner of the subject lot may be kept and maintained on the lot, provided that:

- In no event shall more than two horses be kept, maintained, used, or trained for any commercial purposes, including the boarding of horses owned by other parties, such as owner's family members and guests.
- All horses must be kept under the control of their owner when they are outside the lot and must not become a nuisance to other occupants of the Cascades community.
- The owner shall promptly remove and clean up any droppings or other debris left by any horse on any other lots or the common area.

28. HOUSE NUMBERS

House numbers should be legible and shall be of a size and color which is appropriate for the home to which the number is affixed.

29. LANDSCAPING

Any landscaping within three feet of a property line requires approval. Changes to existing landscaping involving more than twenty-five percent of the open space of a lot may be approved upon application. Total replacement of turf area may be approved by the Covenants Committee upon application. All landscape applications will be considered on a case-by-case basis. Nothing shall be placed in any yard that creates a hazardous, dangerous, or unsafe condition or constitutes a violation of any federal, state, or local law. Placing barbed wire, razor wire, concertina wire, or any other dangerous objects in any yard is strictly prohibited.

Landscaping, particularly that which is close to property lines, should be discussed during the planning stage with adjacent neighbors to provide for continuity. Landscaping shall be planted to allow full growth without encroaching neighboring property line. Landscape changes do not require approval, provided the following provisions are met:

29.1 BORDERS AND EDGING

Decorative front yard borders may be made of landscape timbers, brick, or stone, and must be fixed in place so the borders cannot be inadvertently moved. Edging around beds and gardens may be made of landscape timbers, brick, stone, or commercial plastic or metal edging. Borders

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and edging may not be more than twelve inches in height and should not encroach on adjoining property.

29.2 GARDENS

Gardens shall be located in rear or side yards and on land, which will not cause water to run into adjacent property during periods of supplemental watering. Gardens must be properly maintained during the growing period and kept free of weeds. After the growth season, dead plants, stakes, etc. must be removed.

29.3 LAWN ORNAMENTS

Ornaments such as sundials and statuary, may be unobtrusively placed on front yard lawns. Up to three ornaments may be installed without prior approval of the Covenants Committee. Landscaping-related elements, such as bird feeders, stepping-stones, small decorative garden ornaments, or removable plant support structures do not require an application.

All front yard exterior objects, including natural or manmade objects, must be approved by the Covenants Committee prior to installation. Exterior decorative objects, including but not limited to garden structures and “yard art” (sculptures, fountains, ponds, outdoor hearths, etc.) may be approved by the Covenants upon application. The scale and location of the items must be compatible with the house, lot, and adjoining lots.

29.4 CYPRESS POINT

For homes located within Cypress Point, the planting of shrubs or flowers to form a hedge or screen more than three feet high is prohibited. Hanging decorative objects or plants, which impinge upon a neighbor’s view of the golf course or Potomac River, are prohibited. Potted plants on rear decks or in backyards may not exceed four feet in height, including the height of their containers. Potted plants are only permitted on deck floors. The Covenants Committee must approve the planting of all new trees. Only decorative varieties of trees, similar in type to those offered by the builder’s original landscaping package, will be approved by the Covenants Committee for planting in front yards.

29.5 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, all homes shall be landscaped with the following or a combination thereof: grass, ground cover, shrubs, vines, and trees.

Landscape screening is required for all locations in which living areas of home are visible to and from other home(s).

Garage door and driveway parking areas facing adjacent lots shall be screened with dense shrubs and trees near the property line.

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Natural areas must be kept free of trash, weeds, debris, and dead tree limbs. Natural areas must be left undisturbed. Edges of natural areas must be mulched and/or landscaped.

A minimum of three trees in the front yard of a lot is required. Trees must be deciduous and at least 3½ inch caliper. Street tree plantings are required as specified in the Master Streetscape Plan.

No decorative objects such as sculptures, fountains and the like shall be placed or installed in the front yard without approval of the Covenants Committee.

29.6 TREES AND VEGETATION

One of the primary goals of the community is to minimize the disturbance of existing ecological systems and to preserve existing vegetation (trees, shrubs and ground cover).

No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked “no cut” areas on approved site plans may be cut without prior approval of the Covenants Committee.

Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular and pedestrian traffic. Views from neighboring lots, shade patterns of larger trees, and possible physical damage by encroaching plantings should be considered. If plantings are found to be detrimental, owners may be required to abate the problem.

30. LIGHTING, EXTERIOR

Exterior lighting includes the altering of any lighting installed as part of the original structure. Proposed replacement or additional fixtures must be compatible in style and scale with the applicant’s home. Site lighting should be compatible with the style and architecture of the home and sensitive to neighboring properties. High levels of light or intensity are prohibited. Colored, moving, or flashing lights are prohibited. Intensity should be no greater than that needed for automobile and pedestrian safety. No exterior lighting shall be directed outside of the owner’s lot. Proposed additional lighting may not be approved by the Covenants Committee if it will result in an adverse visual impact to adjoining neighbors due to location, wattage or other factors.

30.1 LAMPPOSTS

Removal of lampposts is prohibited. Pole lighting must be a photocell and operated automatically from dusk to dawn. Replacement lampposts will be approved by the Covenants Committee on a case-by-case basis. Lamppost and fixtures should be compatible in style to others in the area.

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30.2 MOTION DETECTORS

Motion detectors, which have been added to approved exterior lighting, do not require an application.

30.3 APPLICATION REQUIREMENTS

All exterior lighting fixture locations must be identified on a site plan (plat) and building elevations (drawn to scale) and fixture specifications must be provided prior to approval by the Covenants Committee. In addition to any other information requested by the Covenants Committee, applications for exterior lighting shall include wattage, height of light fixture above ground, and a complete description, including descriptive material of the light fixture and location on the lot.

31. MAILBOXES AND POSTS

Mailboxes and posts for detached homes must be approved and are to be unobtrusive and shall be harmonious in size, color and design with the style of the home. All mailboxes must be US Postal Service approved units, mounted on a single post and may not be enclosed in a structure. Mailboxes should not exceed 12 inches wide, 15 inches high and 25 inches deep. Unless noted below, all mailboxes must be black in color, they can be made of metal, plastic, vinyl, or wood. Mailboxes must be tunnel shaped (square and rectangular are not permitted).

31.1 DETACHED HOME MAILBOXES

31.1.1 WATER BEACH PLACE

White mailboxes on Water Beach Place are the only exceptions to the required black mailboxes. White mailboxes on Water Beach Place may be replaced only with white mailboxes of similar size and shape.

31.1.2 ESTATES AT LOWES ISLAND

Mailboxes shall be replaced with only black mailboxes similar in size and shape to the original mailbox.

31.2 POSTS

Mailbox posts must be harmonious in color and design with the style of the home. Mailbox posts on Water Beach Place (white), Allegheny (black), and Lowes Island Estates (wood) may only be replaced with posts similar in size, shape and color to post originally constructed by the builder in that area. Mailbox posts must be single post, and may be wood, plastic, vinyl or metal. Wood posts must be left to age naturally, except where the builder has selected a different color such as white on Water Beach Place and black on Allegheny Circle. A "newspaper box" may be mounted below a mailbox on the same support. The display of advertising or notices is prohibited. Changes to mailbox posts require Covenants Committee approval. Acceptable colors for mailbox posts are natural wood, white, or black.

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31.3 ATTACHED HOME MAILBOXES

Attached homes shall have cluster mailboxes. These mailboxes are the property of the U.S. Postal Service. Modifications to these structures by individual lot owners are prohibited.

32. PAINTING OR EXTERIOR COLORS

As used herein, painting includes all exterior color changes, including any change in shade or hue for a given color and applies to siding, doors, shutters, trim, roofing, and other appurtenant structures. Specific limitations and requirements for color changes may be addressed in design standards for individual clusters. An application is not required in order to repaint or re-stain an object to match the current, existing color. Preferred colors for stucco homes include hues of gray, white, or tan.

32.1 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, grays, whites, and tans are the preferred colors for wood siding and stucco homes.

33. PATIOS

Patios should be located in rear yards. The size of the patio must be compatible with the size of the lot. The design of the patio must be compatible with the style of the home. A detailed design layout (Drawing) including the information provided in Addendum 3, page 44 of the Homeowner Manual. All walls and other structures (i.e., fireplaces, outdoor kitchens, firepits) must be applied for separately and include the information requested in Addendum 3, page 44 of the Homeowner Manual. Lighting, if included, must be of compatible size and style, cannot be directed outside the boundary of the lot and should not illuminate adjacent property. Patios may not be constructed of asphalt. Materials permitted for patio walls are brick, stone, flagstone, and timber. The length of any wall must be kept in scale with the lot. Wall heights may not exceed thirty-six inches. Walls may not be constructed on a property line or interfere with the construction of fences by adjacent neighbors. Patios must be constructed in a manner that does not divert the flow of water onto neighboring property or cause other negative impacts.

33.1 CYPRESS POINT

For homes located within Cypress Point, flower planters not to exceed eighteen inches in height may be used around a patio.

34. PERGOLAS

Pergolas shall not exceed eight feet in height from the ground or deck floor level to the top of the structure and shall not be enclosed to create a solid wall or barrier. Pergolas are generally permitted on decks, patios, fences, gates, or may be approved by the Covenants Committee as freestanding decorative elements. If attached to a deck, the material and color of the pergola must be the same as the deck. For attached homes, pergolas cannot be installed in the front yard of the lot or directly above a fence or gate.

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35. PONDS

Ponds, Koi ponds, and other water features must be located behind the rear plane of the home. The size of the pond must be compatible with the size of the lot. All water features must contain a circulation pump to avoid stagnant water. All water features must be kept clean, free of debris and comply with all county regulations.

36. PORCHES (SEE ADDENDUM 1, PAGE 42 OF THE HOMEOWNER MANUAL)

36.1 LOCATION

Porches may be approved in locations behind the back plane of the house and between the side planes. The porch may be of wood left to age naturally, or may be painted to match the house or trim. Design of any proposed porch must match the house style. Construction materials and colors for porches must be compatible with similar components of the home, including roof shingles. Size of the porch must be compatible with the home, lot, and surrounding homes.

36.2 FRONT PORCHES (SEE ADDENDUM 1, PAGE 42 OF THE HOMEOWNER MANUAL)

Porches added to the front of the house will be considered by the Covenants Committee on a case-by-case basis. Front porches must match the design and style of the home, may not be visually distracting, must be painted to match the house trim and the roof shall match the house roof in material, style and color.

36.3 CYPRESS POINT

For homes located within Cypress Point, porches are prohibited.

37. PORTICO

A portico may be added to the front of a home over the front entryway. Porticos should be constructed of wood or an approved composite material and should be painted to match the house trim and the design must match the style of the house. Shingles installed on a portico must match the house shingles. Metal roofs may be approved on a case-by-case basis by the Covenants Committee, but metal awnings are prohibited.

38. PRIVACY SCREENING

All privacy screening must be approved in advance. Privacy screening may be used for screening in-ground pools, patios, decks and spas/hot tubs, and shall be of lattice only. Privacy screening may not exceed seven feet in height for patios. For decks, privacy screening must be installed above the deck railings and may not exceed seven feet in height from floor of the deck (measured to the top of the uppermost portion of the screening). Generally, privacy screening may not be used around more than fifty percent of the area to be screened.

38.1 CYPRESS POINT

For homes located within Cypress Point, privacy screening is prohibited.

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39. PROPERTY MAINTENANCE STANDARDS

Owners shall be responsible for the maintenance of all structures and grounds, which are a part of the lot in a clean and sanitary condition, free from debris. This responsibility includes, but is not limited to, mowing of grass, removal of trash and structural maintenance.

39.1 TURF AREA

At no time should weed cover exceed grass cover, or other vegetation installed by a builder, except as approved by the Covenants Committee. Bare earth may not be exposed on a lot (except for flowerbeds or vegetable gardens with appropriate approvals as required by these design standards). Turf areas must be kept neatly mowed during the growing season (between March and November). Grass shall at no point exceed six inches in height. Turf areas and other vegetation must be maintained in good condition. All dead plants, shrubs, or trees must be removed. Stumps must be removed or ground. Turf areas should be kept as weed-free as practicable.

39.2 TRASH

No trash or debris may be permitted to accumulate or be stored in a visible location on a lot. Construction materials required for the improvement of a home or lot must be neatly stored in as unobtrusive a location on the lot as possible when not in use.

39.3 HEDGES, TREES, SHRUBS

All hedges, trees and shrubs must be neatly trimmed and maintained, and their size maintained in proportion to the lot and home through pruning. Owners must trim trees and shrubs sufficiently to allow unobstructed pedestrian passage on all public walkways.

39.4 BUILDING EXTERIOR

The exterior of any building, including the home, must be maintained in an attractive manner. The Owners shall be responsible for maintaining the structural integrity and repair of his/her property. Wood rot, blistering or peeling of exterior painted surfaces is prohibited and must be corrected by the lot owner. Any exterior building components (i.e., siding, gutters and downspouts, roof shingles, wood rot, windows and doors) that are missing, stained, broken, or otherwise in a state of disrepair, must be repaired within a reasonable time period, which may be defined by the Covenants Committee. All additions, improvements and structures must be properly maintained and in good repair, including structural integrity, painting, staining, and sealing. If replacement of balustrades and newels on portico roofs does not conform to the original structure and design, the homeowner should submit an application to the Covenants Committee for review and approval.

39.5 FARM AND GARDEN ITEMS

Farm and garden implements and equipment, including without limitation, lawn mowers, tractors, bush hogs, shovels and rakes, and wheel barrels must be stored out of view from other lots, common area, or public or private streets and roadways.

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39.6 COMMON GROUND AND ENCROACHMENT ON COMMON AREA

No Owner or resident shall make any private, exclusive or proprietary use of any of the Common Area (except those areas designated as Limited Common Area or Reserved Common Area by the Board of Directors). Encroachments on and modifications to the Common Area are strictly prohibited. No Owner or resident shall trim, prune, clear or otherwise modify plantings on Common Area.

The Association may request removal of personal property, plantings or landscaping installed on Common Area. The Association may request removal of any installation or modification made to Common Area and require restoration of Common Area to its original condition. The Association may take action to address unauthorized trimming, pruning or clearing of Common Area.

If personal property or modifications are not removed and the Common Area is not restored as requested, the Association may take all necessary actions to remove and discard the personal property and restore the Common Area to its original condition at the expense of the Owner responsible for the installation or modification.

The Association may add the costs of removal and the cost of damage or restoration to the assessment account of the Owner.

In addition, storage or dumping of materials of any kind on common areas is prohibited.

39.7 TEMPORARY OUTDOOR UNITS

Portable storage units (e.g., PODS, Door-To-Door, Box Trotters, Port-a-Potties, Roll Off Dumpsters, etc.) may be placed in a private driveway or a designated parking space (if the property does not have a driveway) without application as long as sidewalks, pedestrians or vehicular traffic are not blocked for a period of no more than two weeks per event or in a calendar year. Residents who wish to use temporary outdoor units must notify the Covenants Department in writing of the intent to use the unit, and must include:

- The start date of when the units will be delivered
- The intended removal date
- A contact phone number for the homeowner
- A contact phone number for the Storage Unit company.

40. RAIN BARRELS

Rain barrels should be installed in rear yard areas, and placed immediately under a downspout. Rain barrels shall not be larger than 60 gallons, shall be solid in color, and should blend in with its surroundings. Screening may be required by the Covenants Committee prior to approval.

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41. RECREATION AND PLAY EQUIPMENT

All equipment must be properly maintained in accordance with these design standards and any applicable manufacturer recommendations. Any equipment that is in disrepair, due to lack of maintenance, must be removed or repaired.

Non-permanent play equipment may be used anywhere within the homeowner's lot. When not in use, equipment must be stored in the house, garage, shed, or rear yard. Additionally, kiddie pools may not exceed 18" in height and must be emptied each night.

41.1 ATTACHED HOMES

Only non-permanent play equipment (as defined in Section 41.1.1) may be permitted by the Covenants Committee. Basketball backboards (portable or permanent) are prohibited for attached homes. Notwithstanding, portable basketball backboards may be permitted for attached single family homes in Section 20 of Lowes Island.

41.1.3 NON-PERMANENT PLAY EQUIPMENT

Non-permanent play equipment includes (but not limited to):

- Bicycles
- Plastic sliding boards/play areas
- Balls
- Miscellaneous toys
- Kiddie pools
- Sports Nets
- Any play equipment not affixed to the house or ground

41.2 DETACHED HOMES

The following factors will govern approval of recreation equipment to include permanent large play equipment.

41.2.3 LOCATION

Permanent recreation and play equipment must be placed in rear yards.

41.2.4 SCALE AND DESIGN

Recreation and play equipment should be compatible with the scale of the lot, the home, and all the surrounding homes and properties. The design and any visual screening are additional considerations in evaluating whether or not there will be an adverse visual impact.

41.2.5 JUNGLE GYM AND SWING SETS

The overall size and scale of jungle gym or swing sets will have considerable bearing on approval or disapproval by the Covenants Committee. Equipment of such as scale and height as to overpower the lot or the home will not be approved. Only one Jungle Gym or Swing set is permitted per property. The recommended maximum size for jungle

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gym or swing sets is twelve feet in height and seventeen feet in length. The width should be generally no more than twelve feet. Recreation and play equipment must be constructed of wood or material with a “wood like” appearance and left natural in color

41.2.6 BASKETBALL BACKBOARDS

Permanent backboards whether pole mounted or attached to homes or garages require an application. Approval may be granted on a case-by-case basis. An application is not required for portable basketball/backboards, if complying with the following standards:

- Portable basketball backboards are those with wheels permitting them to be easily moved.
- Portable backboards are not permitted on any of the HOA streets, public right-of-way, or pipe stem, or placed in such a manner that any portions of the public space or pipe stem serves as the play area. Backboards found in these areas without an owner’s name and address, shall be considered abandoned property, confiscated and disposed of. Basketball backboards placed on VDOT roads may be confiscated by VDOT without prior notice.
- Each home is permitted only one basketball goal or backboard.

41.2.7 TRAMPOLINES

The overall size and scale of the trampoline will have considerable bearing on approval or disapproval by the Covenants Committee. Trampolines of such size and scale as to overpower the lot or the home will not be approved. The back yard location of trampolines must allow for a minimum of 8 feet distance to all property lines from all sides of the trampoline. Evergreen landscaping may be required with trampoline installation. All trampolines require the acknowledgement of all neighbors, indicating that the neighbors are aware of an application for the installation of a trampoline.

41.2.8 TREE HOUSES

Tree houses are prohibited.

41.2.9 BATTING CAGES

Batting cages will be considered on a case-by-case basis.

41.3 CYPRESS POINT

For homes located within Cypress Point, recreation and play equipment, of any kind, is prohibited.

41.4 RAMPS, RECREATIONAL

No permanent ramps of any size or material for use with skates, skateboards, or bicycles shall be permitted by the Covenants Committee. Temporary, completely portable, ramps may be used

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on private property only. Temporary ramps must be stored inside an approved storage area or garage when not in use.

41.5 COURTS (SPORT): BASKETBALL, TENNIS, AND MULTISPORT

Sport Courts, including but not limited to those for basketball or tennis, are prohibited except as described in Section 41.5.1 of these design standards.

41.5.3 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, sport courts, such as basketball, tennis, or multi-sport courts may be approved by the Covenants Committee on a case-by-case basis. Chain-link fencing on the perimeter of the court may also be approved by the Covenants Committee on a case-by-case basis.

Sport courts or chain link fencing on the perimeter of the court are not permitted on any property line –Sports Courts must be installed at least fifteen feet from any property line. Courts may be painted as appropriate for the type of court being installed (e.g., green with white lines for a tennis court). Sport Courts may only be used between 9:00 a.m. until 8:30 p.m. Lighting may be used until 8:30 p.m., but only when the Sports Court is in use. Sport Courts shall not be used in manner that deprives homeowners of the peaceful enjoyment of their lots.

42. RETAINING WALLS (SEE ADDENDUM 3, PAGE 44 OF THE HOMEOWNER MANUAL))

Construction is limited to the use of railroad ties, landscaping timbers, stones, brick, and reinforced concrete with brick veneer. Walls may not divert the flow of water onto a neighboring lot. Retaining walls shall be as unobtrusive as possible and should be installed only where structurally necessary. Retaining walls shall be built only to the minimum height needed to serve their function. No wall shall be maintained in such a manner as to obstruct sight lines for vehicular traffic or as to interfere with the purpose for which easements have been established as to installation, maintenance, or access.

42.1 POTOMAC LAKES SECTION 5H PARCEL A, THE OVERLOOK AT CASCADES

Retaining walls located on any Lot may not be altered, modified, or disturbed in any manner except by the Association in the performance of its obligations.

43. ROOFS

Any changes to design, shape, or color of a roof must be applied for and approved by the Covenants Committee. Approvable roof materials are asphalt shingles, cedar shingles, slate, copper, painted metal or a combination thereof or similar materials approved by the Covenants Committee. Partial replacement material, design, and color of any portion of a roof must match existing roof.

43.1 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, all roof stacks, flashing, vents or protrusions from the roof shall be painted to match the color of the roof. Roof stacks and plumbing vents must be placed on the rear slopes of the roof, whenever possible.

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43.2 ATTACHED HOMES

Roofs of attached homes must be harmonious in size, color, design, and material with all other roofs so as not to be visually distracting.

44. SEASONAL HOLIDAY DECORATIONS, EXTERIOR

Exterior seasonal holiday decorations do not require approval but shall not be installed more than one month before the holiday and must be removed within one month of the date of the holiday. The operation of any seasonal exterior lighting between 11:00 p.m. and 7:00 a.m. of the following day is prohibited. Exterior seasonal holiday decorations must be kept in good repair.

45. SHEDS (SEE ADDENDUM 1, PAGE 42 OF THE HOMEOWNER MANUAL)

Sheds which are compatible in size, color, and materials with the house will be considered by the Covenants Committee. Sheds taller than four feet must be located behind the rear plane of the house and should not extend beyond the side plane of the home. Placement or, more than one shed may be considered by the Covenants Committee on a case-by-case bases taking into consideration topography of the lot, screening and available space adjacent to the rear of the home.

Sheds less than four feet tall are permitted on the side plane of the home if placed or integrated directly to the side of the home. In general, pre-fabricated, freestanding sheds are required to be placed directly against the back of the home. Sheds adjacent to the property line fencing of attached homes may not exceed six feet in height (to include roof) and must match the fence in material and color and the roof shingles will match the house shingles. Exceptions will be considered by the Covenants Committee on a case-by-case basis. In general, sheds should not exceed the fence line on attached homes.

45.1 CYPRESS POINT

For homes located within Cypress Point, storage sheds are prohibited.

46. SHUTTERS

Shutters must be compatible with the style of the house and shall be of proper proportions to match the adjacent window – shutters must be of the same height as the window. Shutter colors shall be compatible with the colors of the home.

46.1 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, plastic and vinyl shutters are prohibited.

47. SIDING REPLACEMENT

A sample of proposed siding is required to be submitted with application for any siding replacement or addition. Replacement of existing siding with identical material and color does not require an application.

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47.1 ESTATES AT LOWES ISLAND

For homes located within the Estates at Lowes Island, metal, aluminum and vinyl siding is prohibited. All siding must be full profile and not narrower than six inches and painted – grays, whites and tans are the preferred colors for wood siding.

48. SIGNS

The Association may limit the number and size of signs located on a lot. No signs of any character shall be erected, posted or displayed in a location that is visible from the common area or any other lot, except as follows:

48.1 FOR SALE OR LEASE SIGNS

Signs advertising a property for sale or lease may only be displayed in the front yard of available properties. For sale or lease signs may not be displayed in windows of homes. Only one for sale or lease sign may be displayed on a lot. For sale or lease signs must meet applicable County regulations with respect to size, content and removal.

48.2 LEADER SIGNS

Leader signs are prohibited except on lots located at the end of a pipe stem. Lots located at the end of pipe stems are permitted one leader sign at the beginning of the pipe stem in addition to the sign in front of the property itself.

48.3 SECURITY SIGNS

Two security signs (one in the front and one in the rear of a home), each not exceeding a total of sixty-four square inches are permitted without application.

48.4 ADVERTISING SIGNS

Signs advertising privately owned vehicles may be placed inside the window of a vehicle for sale.

Signs advertising home businesses or occupations are prohibited.

48.5 BEWARE OF DOG SIGNS

Two “Beware of the Dog” signs (one in the front and one in the rear of a home), each not exceeding sixty-four square inches, may be posted on the property without application.

48.6 CONTRACTOR SIGNS

One sign may be posted by a contractor working on a residential lot, such as building a deck or painting. The sign may be posted only during the period of the actual construction. The sign must be posted within the boundaries of the lot.

48.7 YARD SALE SIGNS

Yard sale signs must be removed within twenty-four hours after the yard sale.

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48.8 POLITICAL SIGNS

Signs may be displayed thirty days prior to Election Day and no longer than ten days after Election Day.

48.9 COMMON AREA SIGNS

Signs may not be posted on Association common areas. Signs located on common area will be removed and disposed of without notice.

48.10 NATURAL HABITAT SIGNS

Natural habitat signs will be considered by the Covenants Committee on a case-by-case basis.

49. SIDEWALKS AND PATHWAYS

Sidewalks and pathways must be flush to the ground and made of stone, brick, concrete or similar durable construction material. Sidewalks and pathways may not be constructed of asphalt. The scale, location, and design should be compatible with the lot, home, and surroundings. Snow and ice removal from sidewalks in front of the homes is each homeowner's responsibility.

50. SKYLIGHTS

The preferred location for skylights is on the rear elevation of the house. Skylights should have a low profile with a flat or slightly curved panel.

51. SOLAR PANELS/ENERGY SAVING DEVICES

Solar panels and other energy saving devices require prior approval of the Covenants Committee. Solar panels should be selected, located, and installed to minimize appearance on the house and visibility from neighboring properties and the street or common area. The design, color, configuration, and location of solar panels must be compatible with the architecture of the home.

52. SWIMMING POOLS (SEE ADDENDUM 2, PAGE 43 OF THE HOMEOWNER MANUAL)

Above ground swimming pools are prohibited on all lots.

In-ground swimming pools are prohibited on townhouse lots.

In-ground swimming pools may be constructed on lots with detached homes with prior approval from the Covenants Committee. Pools must be located in the rear of the property. All pools require the acknowledgement of surrounding neighbors, indicating that the neighbors are aware of the application for installation of a pool.

52.1 POOL FILTRATION EQUIPMENT

Pool filtration equipment should be shielded from adjacent properties using mature shrubbery or screening of an appropriate size and scale.

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52.2 POOL RAILINGS

Pools may be enclosed by wrought iron railings. Pool railings are permitted within the lot line or property line fence. The only permitted color is black. Height must be between thirty-six inches and forty-two inches. Railings must be at least three feet from the property line. Pool railings do not substitute for a lot line fence.

52.3 POOL FENCING

Fencing for pools shall be of the standard type and height specified in Section 16, except that wire mesh may be placed on the outside of the fence.

52.4 POOL ALARMS

Pool alarms or pool covers are permitted.

52.5 CYPRESS POINT

For homes located within Cypress Point, pools of any kind are prohibited.

52.6 MAINTENANCE

All pools must be maintained in compliance with applicable state and county health and safety laws, regulations and permits.

53. TRASH CONTAINERS

All lots are required to use a trash container with an attached lid, even if not supplied by the trash company. Recycling must be secured in a container. All lots may request trash and recycling containers from the trash company free of charge.

Trash, recycling containers, and yard debris must be stored out of sight and not viewable from other lots or common area.

Trash containers may be stored in townhome alcoves which are large enough to adequately hide trash containers from view of other lots or the common area. Additional screening may be required.

Trash containers may not be stored outside unless enclosed by a trash enclosure as described in Section 54. Trash containers may be stored underneath a deck up against the rear of the home.

Trash should be placed curbside no sooner than the evening before collection. Empty trash and recycling containers shall be removed from sight as soon as possible on the pickup day. Paper bags, boxes, etc. are not acceptable as permanent trash containers.

Recycling shall not be stored outdoors or placed unsecured in open recycling containers or without a recycling container.

54. TRASH ENCLOSURES

Trash enclosures are permitted to allow the outside storage of no more than two trash containers. Only one trash enclosure per lot is permitted. Only covered trash containers are permitted in the trash

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enclosure. Enclosures shall be in the rear or side of the home. For enclosures on the side of the home, screening with landscaping may be required. The enclosure shall not be over five feet high, eight feet wide, and four feet deep. Placement and size of trash enclosures will be considered on a case-by-case basis. Materials must be compatible with the style of the home.

54.1 CYPRESS POINT

For homes located within Cypress Point, trash enclosures are prohibited.

55. TRELLISES

Scale, size, and color of trellises should be compatible with the home and surrounding areas. Trellis may be located in the side or rear of the home.

55.1 CYPRESS POINT

For homes located within Cypress Point, trellises shall not exceed eight feet in height from the ground or deck floor level and shall not be enclosed to create a solid barrier. If attached to a deck, the material and color of the trellis must be the same as the deck.

56. UNDERGROUND DRAINPIPES AND SPRINKLERS

Underground drainpipes and sprinkler systems may be installed upon approval by the Covenants Committee. The Association may require that new drainage be professionally certified at the owner's expense. Drainage onto neighboring properties will be taken into account during the review process.

57. WALLS, DECORATIVE

Except as otherwise provided herein, decorative walls will be considered by the Covenants Committee on a case-by-case basis.

58. WINDOWS

Storm and screen windows should have frames that coordinate with the existing design and color of the exterior window trim. Changes to design of existing windows require approval of the Covenants Committee.

58.1 STAINED GLASS

Stained glass for front doors or windows surrounding a door will be considered by the Covenants Committee on a case-by-case basis.

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GLOSSARY

- Arbor** A shelter of vines or branches or of latticework covered with climbing shrubs or vines.
- Ground Level Deck** A deck that is not raised from the ground or elevated.
- Pergola** A structure usually consisting of parallel colonnades supporting an open roof of girders and cross rafters.
- Portico** A row of columns supporting a roof at the entrance of a building.
- Storm Door**
- Full View Doors are classified as “full view” when the kick plate is no more than 6 inches high.
 - Half View Doors are classified as “half view” when there is only an upper open panel.
 - Mid View Doors are classified as “mid view” when there are both an upper and lower open panels and the kick plate is greater than 6 inches.
- Trellis** A frame of latticework used as a screen or as a support for climbing plants.

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APPENDIX I – DESIGN REVIEW APPLICATIONS

Design Review Application for Cascades

Design Review Application for Central Parke at Lowes Island

Design Review Application for Medinah Homes Condominium

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CASCADES COMMUNITY ASSOCIATION, INC. DESIGN REVIEW APPLICATION

Name: _____
Address: _____

Home Phone: () _____
Work Phone: () _____
E-mail: _____

****ALL INCOMPLETE APPLICATIONS WILL BE DENIED****

THE FOLLOWING IS REQUIRED FOR ALL PROJECTS:

1. Type of Improvement: _____
2. A plat plan with the marked location of proposed changes of your lot and attach to this application.
3. Estimated start and completion dates: _____
4. Attach sketches and/or drawing plans for all projects.
 - A. Addendum 1
Required for all structural changes
 - B. Addendum 2
Required for all in ground pools
 - C. Addendum 3
Required for all hard surface changes
5. Provide below a detailed description of proposed changes

6. Sign and date application on reverse.

NOTE: SUBMIT ONE APPLICATION PER IMPROVEMENT.

Applications must be received eight business days prior to meeting package delivery to be considered at Covenants Committee Meeting. Applications may be mailed, emailed or delivered to:

CASCADES COVENANTS COMMITTEE
47620 SAULTY DRIVE
POTOMAC FALLS, VA 20165
Email: Covenants@CascadesVA.com

If you have questions or need assistance, please call 703-406-0820 extension 1080.

Continued on reverse

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Applications for Additions, Decks, Fences, Hot Tubs, Sport Courts, Swimming pools and Trampolines:

The Covenants Committee requires, for informational purposes only, the acknowledgement of adjacent lot owners for the following projects: Additions, Decks, Fences, Hot Tubs, Sports Courts, Swimming pools, and Trampolines.

If unable to obtain signatures, please send notification of the proposed application to adjacent lot owners by certified mail, return receipt requested, and attach a copy of the mailing receipts to your application.

Note: Owner signatures do not indicate approval of the proposed modifications.

Printed name	Address	Signature
Printed name	Address	Signature
Printed name	Address	Signature
Printed name	Address	Signature

Recitals: Please Read & Initial each Item.

_____ Approval of this application does not relieve the applicant of the obligation to comply with all easements, rights-of-way, and County building and zoning codes to which the property is subject, and to secure all required permits. *****Covenants Committee approval in no way indicates a project meets County building or zoning codes*****

_____ I understand that any construction or exterior alteration undertaken by me or on my behalf before the approval of this application is not allowed and that if alterations are made, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part.

_____ I agree that members of the Covenants Committee, Board of Directors and the Association staff may enter upon my property to inspect the property, and that such entry shall not constitute a trespass.

_____ I understand that any approval is contingent upon construction or alterations being completed in a workmanlike manner.

_____ The Covenants Committee's decision will be made within 45 days of receipt of a completed application with all supporting documentation. The homeowner understands and agrees that no work shall be commenced until written approval from the Cascades Community Association has been received and provisions of the covenants and bylaws are satisfied.

_____ The owner also understands changes implemented without an approved application or not in accordance with an approved application are in violation of the guidelines, and the Board may require such changes to be removed or altered to conform to the guidelines at the owner's expense.

Owner's signature: _____ **Date:** _____

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ADDENDUM 1

This applies to **ALL** structural changes including: *Decks, room additions, porches, screen houses, 3- and 4-season rooms, sheds, pool houses, greenhouses, garages, gazebos, pergolas, porticos.*

Decks:

Sizes in length and width _____

Materials to be used _____

**Color of all materials to be used _____

**Railing style and color _____

Distance to the property line on all sides _____

Room additions, porches, screen houses, 3 or 4 season rooms, sheds, pool houses greenhouses, garages, gazebos, pergolas, porticos:

Size in length, width and height _____

Material to be used _____

**Color of materials to be used _____

**Color of roof (where applicable) _____

Distance to property lines on all sides _____

** Please attach to application a color sample of material that will be used.

ADDENDUM 2

This applies to **ALL** in-ground pools:

Size in length and width of pool _____

Size in length and width of pool decking _____

**Materials to be used for pool and/or pool decking _____

Location of pool motor and filter _____

Size in length, width, and height of pool motor and filter. _____

Location of additional structures such as pool house, pool equipment storage unit. This should be illustrated on a Plat of the property. _____

Size in length, width, and height of additional structures. _____

**Railing location, style, and size _____

**Color of all materials to be used _____

If a patio is being added, the patio must be applied for in a separate Design Review Application.

**** Please include with the application color samples, diagrams, and sample pictures of what the materials will look like.**

ADDENDUM 3

This applies to **ALL** hard surface changes: *patios, walkways, driveways, pathways, retaining walls, permanent outdoor grills and fireplaces:*

Patios:

Size in length and width _____

Material to be used _____

Distance to the property line on all sides _____

Walkways, driveways, pathways:

Sizes in length and width _____

Material to be used _____

Color of all materials to be used _____

Distance to the property line on all sides _____

Retaining walls, outdoor grills and fireplaces:

Sizes in length, width and height _____

Material to be used _____

Color of all materials to be used _____

Distance to the property line on all sides _____

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CENTRAL PARKE AT LOWES ISLAND COMMUNITY ASSOCIATION DESIGN REVIEW APPLICATION

To: Design Review Committee
National Realty Partners
365 Herndon Parkway, Suite 106
Herndon, VA 20170

From: _____ Lot: _____ Phase/Sec.: _____
Address: _____ Home phone: _____
Mailing Address: _____ Work phone: _____

Directions: The Community Constitution (Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions) requires that you submit to the Design Review Committee for approval all proposed exterior additions, changes or alterations to your house and lot. In order to be considered by the Design Review Committee your application must include detailed information describing the proposed change (typically, plans and specifications including sketches, photos, catalog illustrations, etc. showing the nature, kind, shape, color, dimensions, and materials; and a copy of the survey with the location marked). Make sure your application is complete. An application submitted without all required submissions will be considered incomplete. In such case, the Design Review Committees review period will not commence until all required submissions have been provided. Other exhibits may be requested to permit adequate evaluation of the proposed change. If you have any questions regarding the required submissions or the application process, you are advised to seek guidance from CMC prior to submission of an application.

Description of Proposed Change: (Please print or type)

Describe all proposed improvements, alterations, or changes to your lot or home. Please provide required details by attaching sketches, drawings, clippings, pictures, catalog illustrations, and a copy of your house location survey (recorded plat) with the location of the modification marked, etc. to fully describe the proposed change.

Purpose of Improvement: _____

Estimated Starting Date of Construction: _____

Estimated Completion Date: _____

Neighbors' Acknowledgments: You are requested to obtain the signatures of all lot owners whose lots are adjacent to your lot. Signature by your neighbors indicates an awareness of your proposed change and **does not** constitute approval or disapproval on their part.

Name: _____ Name: _____

Address: _____ Address: _____

Lot: _____ Lot: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Address: _____ Address: _____

Lot: _____ Lot: _____

Signature: _____ Signature: _____

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Owners' Acknowledgments:

I/we understand and agree that:

1. _____ Approval by the Design Review Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the proposed change being reviewed.
2. _____ Approval by the Design Review Committee shall in no way be construed as to pass judgment on whether the proposed change being reviewed complies with the applicable building and zoning codes of the county in which the property is located.
3. _____ Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Design Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans are subsequently submitted for use in any other instance.
4. _____ No work on the proposed change shall begin until written approval of the Design Review Committee has been received by me. If work is begun prior to approval, I may be:
 - a. Required to return the property to its former condition at my own expense if this application is disapproved wholly or in part
 - b. Required to pay all legal expenses incurred
 - c. Subject to daily fines until a Design Review Application is approved or the property is returned to its former condition.
5. _____ There shall be no deviations from the plans, specifications, and location approved by the Design Review Committee without prior written consent of the Design Review Committee; any variation from the original application must be resubmitted for approval.
6. _____ I authorize members of the Design Review Committee or managing agent to enter upon my Property to make one or more routine inspection(s).
7. _____ Construction or alterations in accordance with the approved plans and specifications must commence within six (6) months of the approval date of this application and be completed within four (4) months of the construction start date (or such other period as may be specified in the notice of approval). Otherwise, the approval by the Design Review Committee shall be deemed conclusively to have lapsed and to have been withdrawn.
8. _____ It is my responsibility and obligation to obtain all required building permits, to contact Miss Utility, and to construct the improvements in a competent manner in conformance with all applicable building and zoning codes.
9. _____ I am responsible for any damage and all cost to repair green space or community property that result from the proposed modification.

Owner/Applicant Signature _____ Date _____

Co-Owner/Applicant Signature _____ Date _____

Required Attachments: Descriptive information (typically plans and specifications, including sketches, photos, catalog illustrations, etc. showing the nature, kind, shape, color, dimensions, materials, and a copy of the survey with the location marked).

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MEDINAH HOMES CONDOMINIUM DESIGN REVIEW APPLICATION

Submit Application To:

Medinah Homes Condominium
c/o National Realty Partners
365 Herndon Parkway, Suite 106
Herndon, VA 20170
(703) 435-3800

_____ Site Visit Required
Directions to Property:

Name: _____

Address _____

Work Telephone _____

Home Telephone _____

FAX _____

E-mail _____

Section _____ Lot _____

Applications without required exhibits will be returned without action.

- [] **SITE PLAN:** A registered site plan (plat) of the property showing the location and dimensions of the proposed improvement drawn to scale, including orientation and exact distance to property lines, unit and adjacent dwellings.
- [] **ARCHITECTURAL DRAWINGS:** Detailed drawings must be provided to include front and side elevations, dimensions, and a complete view of the proposed improvement.
- [] **PAINT OR STAIN COLORS:** Samples of proposed colors must be submitted.
- [] **Finish Materials:** A sample or detailed description of material to be used for the exterior surface must be provided (siding shingles, doors, etc.)
- [] **Other Exhibits:** Submit any other exhibits, photographs, or drawings, which will help the committee, evaluate your request.

*All exhibits submitted should be in 8½" x 11" letter size or smaller, including site plans and architectural drawings.

NOTE: PLEASE SUBMIT TWO COPIES OF APPLICATION.

IMPORTANT INFORMATION

1. County building permits, if required, must be obtained prior to start of construction. Covenants Committee approval in no way indicates a project meets county building codes.
2. Covenants Committee members, members of the Board of Directors, and the managing agent staff has express right to enter upon the owner's property to inspect the proposed project, project in progress and completed project.
3. Any exterior alteration undertaken prior to receiving written approval, and subsequently disapproved, will require restoration of the property to its former condition, any restoration and legal expenses associated therewith are the responsibility of the owner.

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4. Owner understands and agrees that any exterior alteration will commence only after obtaining written approval from the Covenants Committee.

ONLY ONE IMPROVEMENT PER APPLICATION.

APPLICATIONS MUST BE RECEIVED EIGHT DAYS PRIOR TO MEETING.

1. **Type of Improvement** _____
2. Dimensions _____ x _____ and height _____
Color _____
3. Distance of improvement to property line at:
Back _____ Left of House _____ Right of House _____ Front or Street _____
4. Does improvement extend beyond the side plane of house? _____
Please indicate on Plat.
5. Does improvement meet the Medinah Homes Cluster Standards? _____
6. Does improvement meet Cascades Design Standards as specified in handbook? _____
If not, please justify variance as an attachment:
7. REQUESTED STARTING DATE OF CONSTRUCTION _____
(All approved modifications must be completed within 6 months of the approval date).

MEDINAH HOMES CLUSTER STANDARDS

“Neighbor’s View” hereinafter referred to includes golf course, Potomac, and scenic areas.

ARBORS: Arbors, which restrict a neighbor’s view, are prohibited.

AWNINGS: Fixed awnings are prohibited. Retractable awnings with suitable dimensions are permitted on rear decks subject to a determination by the Medinah Homes Board of Directors that the adjacent neighbor’s views are not impinged by the extension of the awning. Awnings must retract into a housing that matches that color of the house.

DECKS AND GAZEBOS: Decks, including those built by subcontractors for individual homeowners, must replicate the design of the decks installed by the original builder. Decks, to include railings and support posts may be left to age naturally or treated with a clear preservative stain. However, Decks of pressure treated yellow pine need periodic cleaning and waterproofing in order to maintain their appearance. Gazebos and screened decks are prohibited. Storage on upper and lower level decks, clotheslines and/or clothes racks are prohibited.

FENCES: Privacy fences enclosing backyards or between front yards are prohibited.

PRIVACY SCREENING: Privacy Screening is not permitted. Privacy screening will be provided by the builder on the following lots: 2, 3, 8, 9, 42, 54, 55, 60, 61, 74, 75, 99, 100, 106-110, 112, 113, 117, 118, 124-126 in accordance with the standard shown in Exhibit A to these standards.

LANDSCAPING: The Medinah Homes Board of Directors must approve all new trees or landscaping plans. Such improvements to the common area by the homeowner will not be maintained by the Association.

STORAGE SHEDS: Storage sheds are prohibited.

PARKING: To preserve the neighborhood appearance and to accommodate guest parking, homeowners are requested to garage their vehicles.

CASCADES DESIGN STANDARDS: Medinah Condominium homeowners must also abide by all the standards in Section 1 through 59.

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NOTIFICATION OF SURROUNDING LOT OWNERS

A homeowner submitting a design review application must provide notice of the application to all lot owners whose lots immediately abuts the applicant's. Lots separated from the applicant's lot by a street or common area and for whom the proposed improvement will be visible from the adjacent lots, also require notification.

For single-family homes: All adjacent properties and all properties in direct line of sight.

For Townhouses: Neighbors on either side of your property.

NOTE:

If unable to obtain signatures, please send a notification of the proposed application to the neighbor by certified mail return receipt and attach a copy of the mailing receipt to your application.

Neighbor's signatures on this application DO NOT indicate approval of the proposed modifications.

(Review plat to obtain section LOT numbers)

Lots behind proposed project:

1.	_____	_____	_____
	Printed Name	Section LOT # Address	Signature
2.	_____	_____	_____
	Printed Name	Section LOT # Address	Signature
3.	_____	_____	_____
	Printed Name	Section LOT # Address	Signature

Lots in front of proposed project:

4.	_____	_____	_____
	Printed Name	Section LOT # Address	Signature
5.	_____	_____	_____
	Printed Name	Section LOT # Address	Signature

Lot to the left of proposed project:

6.	_____	_____	_____
	Printed Name	Section LOT # Address	Signature

Lot to the right of proposed project:

7.	_____	_____	_____
	Printed Name	Section LOT # Address	Signature

Owner's Signature _____ Date _____

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APPENDIX II – PARKING POLICY

Parking Policy

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CASCADES COMMUNITY ASSOCIATION, INC.

Policy Resolution No. 24

PARKING RESOLUTION

WHEREAS, Article 3(3) of the Amended and Restated Articles of Incorporation for Cascades Community Association, Inc. (“Association”) authorizes the Association to exercise all powers and perform all duties and obligations of the Association as set forth in the Association governing documents with respect to all or any portion of the Property;

WHEREAS, Section 4.1 of the Amended and Restated Bylaws of Cascades Community Association, Inc. (“Bylaws”) provides that the Association Board of Directors (“Board”) shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the members;

WHEREAS, Section 8.3 of the Amended and Restated Declaration for Cascades (“Declaration”) provides that the Board shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents;

WHEREAS, Section 7.6(a) of the Declaration provides that until assigned as Limited Common Area or Reserved Common Area, all parking spaces located in the Common Area shall be used by the Owners for self-service parking purposes on a “first come, first served” basis, except as the Board of Directors may otherwise determine or as may be otherwise stated with respect to Additional Real Estate in a Supplementary Declaration adding such Additional Real Estate;

WHEREAS, Section 8.2(n) of the Declaration establishes certain vehicle restrictions and limitations on the Common Area and Lots; and

WHEREAS, in order to assure equitable parking arrangements as well as safe and attractive parking areas, the Board wishes to establish a comprehensive policy with respect to parking and storage of vehicles.

NOW, THEREFORE, BE IT RESOLVED THAT all previous Association policies related to parking are hereby rescinded; and

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NOW, THEREFORE, BE IT RESOLVED THAT the following parking policies are hereby adopted by the Board.

I. RESTRICTIONS ON PARKING AND STORAGE OF VEHICLES

A. General Rules.

1. Use. Common Area parking areas are for the exclusive use of member, members' guests, invitees, lessees and such lessees' guests and invitees. All unreserved Common Area parking spaces are to be used on a first come, first served basis.
2. Compliance with Signage. No vehicle shall be parked in violation of any posted sign. No vehicle shall be parked in a fire lane, area posted with no parking signs or any other area with yellow curbing. All vehicles must park at least 15 feet from any fire hydrant unless specifically noted.
3. Proper Parking. No vehicle shall be parked on Common Area in such a manner as to occupy more than one parking space – all vehicles must park within the lines. No vehicle shall be parked on Common Area in such a manner as to block the ingress and egress of other vehicles or pedestrian right of ways. Vehicles must be parked in designated parking areas only. Vehicles may not be parked on jacks or blocks. Vehicles may not be parked in such a manner as to block Association mailboxes.
4. Repair and Maintenance. The performance of major repairs to vehicles is not permitted on the Common Area or on any portion of a Lot visible from the Common Area or another Lot. What constitutes a major repair is at the discretion of the Board or Association managing agent.
5. Compliance with Laws. All vehicles parked on Common Area or on any portion of a Lot visible from the Common Area or another Lot must comply with applicable Loudoun County, Fairfax County and Commonwealth of Virginia codes, ordinances and statutes. All vehicles parked on the Property must display current and valid license plates, registration, inspection stickers and other certifications required by Loudoun County, Fairfax County, the Commonwealth of Virginia and other applicable jurisdictions.
6. Handicap Parking. Vehicles parked in handicap designated spaces must display valid handicap parking decals or other handicap identification.

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B. Restricted or Prohibited Vehicles.

1. Commercial and Other Vehicles. The following vehicles may not be parked or stored on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot or on any public right of way within or adjacent to the Property:
 - a. Vehicles intended for commercial use, as evidenced by commercial signage, or by open carriage of pipes, lumber or other materials or ladders, tools or other trade equipment. In no event shall any cargo, tools or equipment be allowed to extend out of or beyond the body of any vehicle. Commercial use shall be determined by visual inspection of the physical attributes of the vehicle and is at the discretion of the Board or Association managing agent.
 - b. Any solid waste collection vehicle, tractor truck or tractor truck/semitrailer or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment, even if any of the foregoing are parked on a truck, trailer or semitrailer;
 - c. Any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold;
 - d. Any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle;
 - e. Any vehicle licensed for use as a contract carrier or limousine;
 - f. Any vehicle more than 21 feet in length or more than 8 feet in height including appurtenances attached to the vehicle or with a width of 102 inches or more, or with a gross weight of 12,000 pounds or more;
 - g. Any trailer, semitrailer, or double axle utility trailer, regardless of whether a state safety inspection is required;
 - h. Any vehicle of any size that is being used in the transportation of hazardous materials as defined in Section 46.2-314.4 of the Code of Virginia;
 - i. Any vehicle with three or more axles;
 - j. Any private, school, church or public bus or any vehicle designed to carry 14 or more passengers including the driver;
 - k. Any recreational vehicles including:
 - i. Campers;
 - ii. Motor homes and other motorized dwellings;
 - iii. Boats;

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- iv. Travel, tent, camping and utility trailers, including pop-up campers;
 - v. All-terrain vehicles and off-road vehicles, including dune buggies;
 - vi. Personal watercraft and snowmobiles;
 - vii. Vehicles not normally or regularly used for daily transportation; and
 - viii. Camper slip-ons where the back of the camper is higher than the roof line of the cab of the truck.
- I. Vehicles with covers (except in townhome sections without garage parking and provided that vehicle covers are properly secured and maintained).
2. Antique Vehicles. Antique vehicles displaying antique license plates may not be parked on any portion of the Common Area but may be parked on a Lot. Antique vehicles displaying standard license plates or vintage license plates which are properly registered with the DMV for general transportation purposes and which display current registration and safety inspection stickers may be parked on Common Area.
 3. Junk and Derelict Vehicles. No inoperable, disable, junk unregistered, unlicensed or uninspected vehicle may be parked on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot.

II. ENFORCEMENT

A. Towing.

1. Authority. Pursuant to Section 12.1(e) of the Declaration, the violation of any of the rules and regulations contained in this Resolution shall give the Board and Association managing agent the right, in addition to any other enforcement rights contained in the Declaration, to tow vehicles from the Common Area.
2. Signage. The Association shall post signs on Common Area if required by and in compliance with pertinent provisions of Loudoun County, Fairfax County and Commonwealth of Virginia codes, ordinances and statues concerning the towing of vehicles.
3. Notice. Vehicles parked on the Property in violation of this Resolution are subject to towing at the vehicle owner's expense. Prior to towing a vehicle, the Board or Association managing agent shall provide seventy-two hours' prior written notice to the owner of the vehicle prior to towing the vehicle. Notice shall contain: (i) the date and time of the violation; (ii) the location and nature of the violation; and (iii) descriptive data as to the make (including year if known), model, state and license number of the vehicle. The Association and Association managing agent shall keep

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an accurate record of all violation notices. Notice may be given in the form of a violation ticket or sticker posted or placed on the non-compliant vehicle.

5. Towing. After providing seventy-two hours' written notice, if the non-compliant vehicle remains parked on the Property and the cited violation is not corrected, the vehicle may be towed without further notice.
6. Costs and Liability. All towing shall be at the risk and expense of the vehicle owner. The vehicle owner (i.e., member, resident, or a guest, tenant, invitee, etc.) shall bear full and complete responsibility for the towing enforcement and holds the Association, its members, agents, officers, Board, and management harmless from any and all liability, costs, or fees that may incur in defending any enforcement actions undertaken which were not directly authorized by the Board or Board designee.
7. No Notice. These foregoing steps are not applicable in the case of a vehicle parked so as to obstruct pedestrian walkways or entrances or exits, marked fire lanes, pedestrian or garage doors of any building that could be used in a situation of emergency, when a vehicle is parked so as to obstruct the free movement of another vehicle that is properly parked, when a vehicle is improperly parked in an area reserved for handicapped parking, vehicles parked in violation of any Loudoun County, Fairfax County or Commonwealth of Virginia code, ordinance or statute or in the case of vehicles with at least two prior violations of this Resolution. In such cases, the vehicle so parked is subject to immediate removal by towing.

B. Other Remedies.

1. Cease and Desist. The Board or Association management may, in its discretion, issue a Cease and Desist Request prior to the towing of a vehicle. The issuance of a cease and desist request is not a prerequisite to the towing of a vehicle.
2. Imposition of Charges/Suspension of Privileges. In addition to towing vehicles, this Resolution may be enforced pursuant to adopted due process procedures which may result in the imposition of charges and suspension of privileges for non-compliance with the provisions of this Resolution.
3. Jurisdictional Enforcement. Notwithstanding the procedures set forth in this Resolution, nothing herein is to be construed as preventing the Board or Association management from reporting any violation of this Resolution to the Loudoun County

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or Fairfax County Police Department or the Commonwealth of Virginia Department of Motor Vehicles, or any other appropriate agency of the Commonwealth of Virginia, Loudoun County or Fairfax County where such violation may likewise constitute a violation of the laws or ordinances of the Commonwealth of Virginia, Loudoun County or Fairfax County.

III. ASSOCIATION NOT RESPONSIBLE

Pursuant to Section 7.7 of the Declaration, the Board, the Association, any Owner and the Declarant shall not be considered a bailee of any personal property stored or placed on the Common Area (including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

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APPENDIX III – ADDITIONAL INFORMATION

Purpose of this Publication

Basis for and Objectives of Protective Covenants

Role of the Association and Covenants Committee

Objectives of the Covenants Committee

Modifications Requiring Review and Approval by the Covenants Committee

County Approvals

Easements

Design Review Criteria

Cluster Design Standards

Application and Review Procedures

Enforcement Procedures

Complaint Form

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PURPOSE OF THIS PUBLICATION

This publication describes the design standards, which are intended to maintain the aesthetic appearance of Cascades. It also explains the application and review process for owners seeking approval for any exterior modifications or changes to homes or lots. The standards and guidelines will ensure visual harmony and soundness of repair, avoidance of activities deleterious to the aesthetic or property values within Cascades, promoting general welfare of Cascades residents and guests, and a consistent level of quality design throughout Cascades.

BASIS FOR AND OBJECTIVES OF PROTECTIVE COVENANTS

The governing documents for the Cascades community contain covenants, including those pertaining to architectural controls. These covenants are binding upon all Owners.

Design covenants:

- Maintain consistency with the overall design concept for the community
- Promote harmonious architectural and environmental design qualities and features
- Promote and enhance the visual and aesthetic appearance of the community.

These covenants are inseparable from owned properties and are binding on all owners. Their enforcement enhances the physical appearance of the community, and preserves property values. Enforced design covenants protect owners from actions of neighbors, which can detract from the physical appearance of the community and diminish property values.

ROLE OF THE ASSOCIATION AND COVENANTS COMMITTEE

All Cascades homeowners are automatically members of the Cascades Community Association. The Association is a non-stock corporation, which owns and maintains all common properties within the community.

The Association also is responsible for the administration and enforcement of all covenants, which are applicable to property owners, including design covenants and restrictions. Article 9 of the Declaration for the Cascades Community Association, Inc. provides that enforcement of design standards shall be exercised through a Covenants Committee consisting of three or more members appointed by the Board of Directors of the Association.

The primary responsibility of the Covenants Committee is to protect property values by ensuring that properties are well maintained and in visual harmony with the rest of the community.

OBJECTIVES OF THE COVENANTS COMMITTEE

- Provide uniformity of application and interpretation standards set forth in the covenants and design standards.
- Increase residents' awareness and understanding of the covenants and standards applicable to exterior home and property improvements.
- Describe the organization and procedures involved in the enforcement of the architectural design standards established by the covenants.

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- Assist residents in developing exterior improvements, which promote harmony in design with the immediate neighborhood and the community as a whole.
- Assist residents in preparing and completing acceptable applications.
- Maintain and improve the quality of the living environment within the Cascades.
- Amend Architectural Design Standards on an annual basis as needed to meet the current needs of the evolving community. The Covenants Committee will track trends and wishes of the community throughout the year and document needed changes. These proposed changes will be shared with the community prior to scheduling a Public Hearing to obtain community input. Once this process is completed, the proposed changes are presented to the Board of Directors for final review and approval.

MODIFICATIONS REQUIRING REVIEW AND APPROVAL BY THE COVENANTS COMMITTEE

Except as expressly provided in the design standards, all changes, permanent or temporary, to the exterior appearance of a structure or lot are subject to review and approval by the Covenants Committee. Properties within a sub-association must conform to meet the requirements of their sub-association.

COUNTY APPROVALS

In addition to obtaining Covenant Committee approval, the owner is responsible for obtaining any and all applicable county approvals.

EASEMENTS

Plans for proposed changes to properties should also accommodate any easements on the property. The Association is not responsible for identifying any easement held by other agencies or organizations (such as utility companies) or any restrictions placed on those easements. Property owners should consult the property deed and site plan for easements, which might affect a planned addition or alteration.

DESIGN REVIEW CRITERIA

Specific covenants are not in place to stifle individual creativity and beautification. They provide the requesting owner and the Covenants Committee with standards as to what is approvable; however, latitude is allowed for those who develop unique changes, which nevertheless are consistent with aesthetics of and protect the values of the community although not specifically spelled out in the design standards.

The criteria listed below provide the basis for both the development of design standards and the evaluation of individual design proposals by the Covenants Committee.

1. All owner submissions will be evaluated on the individual merits of the application. This evaluation will include consideration of the characteristics of housing type and individual site, since what may be an acceptable design of an exterior in one instance may not be for another. Applications are reviewed to confirm that the project is in conformance with the protective covenants.

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2. Design decisions made in reviewing applications will not be based on the personal opinion or taste of the Board of Directors or the Covenants Committee members. Judgments of acceptable design are based on the general standards of the Declaration, defined more specifically in the Architectural Design Standards.
 - a. **Design Compatibility**: All additions or exterior modifications must be sound and appropriate to its surroundings. The proposed improvement must be compatible with the architectural characteristics and style of the applicant's home, adjoining homes, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details are required. The three dimensional size of the proposed modification must relate well to the adjacent structures and surroundings.
 - b. **Scale**: The scale of the proposed improvement should relate to the size of the applicant's home, the location, and size of the lot, adjoining homes, and surroundings. This criterion applies to both structural and landscape modifications.
 - c. **Location and Impact on Neighbors**: The proposed improvement should relate favorably to the landscape, existing structures, and the character of the neighborhood. Written comment from affected neighbors about the acceptability of a proposed project may be submitted with an application. However, final decisions will be based on the standards established for the whole community.
 - d. **Color and Materials**: Use of the same or compatible materials should be used to ensure and maintain continuity throughout the community. The color of materials must match or relate harmoniously with existing materials.
 - e. **Workmanship**: The quality of work shall be equal to or better than that of the surrounding area.
 - f. **Timing**: Approval by the Covenants Committee is valid for a period of three (3) months. If work is not completed within this time, the application is automatically disapproved and must be resubmitted for Covenants Committee consideration. Extension of time to complete a project will be considered on a case-by-case basis if a written request is submitted.

CLUSTER DESIGN STANDARDS

The design standards detailed in this publication shall be applicable to all residential lots in Cascades, which includes lots improved with single-family detached dwellings and attached dwellings such as townhouse and condominium units. In addition, supplemental design standards, which are specific to each individual housing cluster, may be developed as necessary and appropriate. Currently, such additional design standards exist for all condominium unit owners association, Cypress Point and The Estates at Lowes Island.

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APPLICATION AND REVIEW PROCEDURES

Application and review procedures, which will be used by the Covenants Committee, are detailed below.

1. **Applications.** All applications for proposed improvements must be submitted in writing using the application form authorized by the Covenants Committee. A copy of this form is included in this document and available on the website (www.cascadesva.com) and in the administrative office. Applications must be complete to be reviewed by the management staff and the Committee.

Applications of a standard type that meet the requirements of the Architectural Design Standards can be submitted to the administrative office and approved by the management staff without Covenant Committee review. These types of standard applications usually can be approved within a few days.

All other completed applications must be submitted a minimum of eight days prior to each scheduled Covenants Committee meeting to be considered at that meeting. Check the Cascades website or newsletter for scheduled meeting dates and times.

Owners may bring applications directly to the offices at the Lowes Island Community Center, or mail them:

Covenants Department
Cascades Community Association
47620 Saulty Drive
Potomac Falls, Virginia 20165

2. **General Information Requirements.** General information requirements for the Design Review Application are discussed in the following paragraphs.
 - a. **Location.** A registered site plan (plat) must be submitted to indicate dimensions and distances from adjacent property lines and structures.
 - b. **Description.** All applications must contain a narrative description. The amount of detailed description shall be consistent with the complexity of the proposal. A graphic description may be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. Relationships of major architectural features such as existing and proposed rooflines, window sizes and alignment, building heights, roof slopes, etc. must be shown as they affect the applicant's proposed project.
 - c. **Material and Color Samples.** The materials and colors to be used and an indication of the existing color and materials should be provided with the application. In most cases a statement, for example, that "the proposed deck is to be painted to match the existing house color" is sufficient. Where materials and/or color are compatible, but different from those of the existing structure, samples or color chips shall be submitted for clarity.

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- d. **Acknowledgement of Adjacent Property Owners.** The signature of adjacent property owners is required for the following projects: fences, hot tubs, swimming pools, additions, decks, sport courts and trampolines.
3. **Notice of Approval/Disapproval.** Owners who have submitted design review applications will be given written notice of the decision and reasons from the Covenants Committee within forty-five (45) days. If the applicant has questions regarding the Covenants Committee decision, he/she should contact the Staff at 703-406-0820.
4. **Appeals Procedure.**

Applicant Homeowners. An applicant homeowner may appeal a decision of the Covenants Committee within fifteen days after receipt of notice of an action by the Covenants Committee. The Board shall make a preliminary review of the case and determine whether it will hear the appeal. The Board will respond in writing to the applicant within seven days after the next scheduled Board meeting. This response is sent by certified mail, return receipt requested.

ENFORCEMENT PROCEDURES

The Covenants Committee and the Board of Directors are legally empowered to enforce compliance with the Association's Architectural Design Standards, rules and regulations, and the covenants contained in the Association legal documents. The following enforcement procedures shall be used to ensure compliance and to provide the members with adequate due process.

1. Any Owner or Officer of the Association, member of the Committee, or the Association managing agent has the authority to request that an Owner cease or correct any act or omission which appears to be in violation of the Act or the Governing Documents. Such informal requests should be made before formal Due Process Procedures are initiated.
2. In the case of disputes between Owners and occupants regarding activities within Units, the Association will generally not become involved in the dispute or act on a complaint, unless two or more Owners have complained in writing.
3. If the actions described above prove unsuccessful, the Due Process Procedure shall be initiated upon the filing of a written complaint with the managing agent signed by any Owner, occupant, management agent, employee, Covenants Committee member, or Board member. The Due Process Procedure also may be initiated by a vote of a majority of the Board.
4. The Complaint shall constitute a written statement of charges, which will explain the acts or omissions with which the Owner or occupant (hereafter referred to as "Respondent") is charged, so that the Respondent will be able to prepare the Respondent's defense. The Complaint may be submitted by completion of a Complaint form.
5. The Complaint shall identify the specific provisions of the Act or Governing Documents which the Respondent is alleged to have violated and shall contain basic supporting facts. Where

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possible and appropriate, supporting documentation showing the date and a description of the violation shall be provided.

6. The Complaint must be as specific as possible as to times, dates, places, acts or omissions and persons involved. If the violation involves a pet, the Complaint should reasonably identify the pet, if possible.
7. Upon receipt of a Complaint, the Association management agent or other Association representative will inspect the Unit, or otherwise further investigate the Complaint, to determine whether the Complaint accurately identifies a violation of the Governing Documents.
8. If the Complaint alleges a violation of a non-continuing nature that cannot be readily confirmed by the Association management agent or other Association representative, the Covenants Committee will take no action unless the violation is independently reported twice.
9. If the Association managing agent determines the Complaint identifies a violation of the Governing Documents, the managing agent will notify the Respondent that a violation has been noted ("First Notice of Violation"). The First Notice of Violation will include the time, date, place, and nature of the violation, an opportunity to cure the alleged violation, and the proposed sanction to be imposed if the violation is not cured. The First Notice of Violation shall be sent by first class mail or shall be hand-delivered to the Owner at the address, which the Owner has provided to the Association, or at the lot address, if no other address has been provided. Copies of the First Notice of Violation will be maintained in the Association files and placed in the minutes of the Board or Committee meeting, as applicable.
10. If the Association managing agent is not able to determine that the Complaint identifies a violation, the Association managing agent will refer the Complaint to the Board or Committee, as appropriate, which shall conduct a preliminary investigation to determine the validity of the Complaint. If the preliminary investigation by the Board or Committee indicates a need for further action, the Association managing agent will serve the Respondent with a Notice of Violation.
11. If the violation has been corrected or the Complaint is invalid for any reason, the Association managing agent will respond in writing to the Complainant.
12. If the violation is not remedied to the satisfaction of the Association managing agent within the stipulated correction time frame of the First Notice of Violation or if the Respondent requests, in writing, a hearing on the violation, the Association managing agent will schedule the matter for a hearing at a meeting of the Board or Covenants Committee scheduled at least fourteen days or more from the end of the stipulated period.
13. Upon referral of a Complaint, the Board or Committee shall serve a Notice of Hearing on all parties at least fourteen days prior to the hearing by hand-delivery or registered or certified mail, return receipt requested. The Notice of Hearing shall be sent to the parties at the address appearing on the books of the Association.

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14. If the Respondent fails to attend the hearing without providing a reasonable and satisfactory explanation, the Respondent shall be deemed to have waived the right to such hearing, and appropriate sanctions may be imposed with a judgment unfavorable to the Respondent.
15. If a Respondent repeats a violation within one year of the date of a First Notice of Violation for violation of the same provision of the Association Documents, the Covenants Committee may proceed directly to the Notice of Hearing without sending an additional First Notice of Violation.
16. The Board or Committee shall serve a copy of the written Complaint, if any, on the Respondent along with the Notice of Hearing.
17. At any time prior to the hearing date, the Board or Committee may file or permit the filing of an amended and supplemental Complaint. All parties shall be notified thereof in the manner provided herein. If the amended and supplemental Complaint presents new charges, the Board or Committee shall afford the Respondent a reasonable opportunity to prepare a proper defense.
18. Written statements may be introduced by a party if a copy of the statement is mailed or delivered to the opposing party.
19. The statement, if introduced in evidence, shall be given the same effect as if the author had testified orally.
20. The hearing shall be held before the Covenants Committee, or if one has not been appointed, then before the Board. The President of the Association or Chair of the Committee shall serve as hearing officer and preside over the hearing, unless otherwise determined. Association legal counsel may attend the hearing at the request of the Board. The Respondent may, but is not required to be represented by counsel.
21. At the beginning of the hearing, the hearing officer shall explain the rules and procedure by which the hearing is to be conducted. The Board or Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make the admission of such evidence improper. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.
22. Neither the Complainant nor the Respondent need be in attendance to conduct the hearing. At the request of either the Complainant or the Respondent, the Board or Committee may agree to conduct the hearing in executive session.
23. The Covenants Committee may reschedule any hearing within its discretion upon good cause shown by the member. Notice of the rescheduled hearing date will be provided to the member at his or her address of record by certified mail.

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24. Each party shall have the right to do the following, but may waive any or all of these rights:
 - Make an opening statement
 - Introduce evidence, testimony and witnesses
 - Cross-examine opposing witnesses
 - Rebut evidence and testimony
 - Make a closing statement.
25. The Complainant and the Respondent may be called and questioned regardless of whether they testify on their own behalf.
26. Following the hearing, the Covenants Committee shall meet in executive session to determine whether it has received satisfactory proof of the alleged violation, and if satisfactory proof has been presented, determine the appropriate action to be taken against the member to prompt correction of the violation and compliance with the Association Documents.
27. To be effective, a decision of the Board or Committee shall be by a majority vote. The hearing result and the sanction to be imposed, if any, shall be mailed by hand-delivery or registered or certified mail, return receipt requested, to the Owner of the Unit at the address of record with the Association within seven days after the hearing.
28. Following a hearing before the Committee, the Respondent has the right to appeal the decision to the Board upon delivery of a written notice of appeal to the managing agent, President or Secretary within fifteen days of the hearing date.
29. The Board and the management agent shall keep copies of all correspondence related to rule violations in the Owner's file. Minutes of each hearing or meeting shall be kept and shall be completed and placed in the Owner's file and appropriate Association files.
30. If the person charged with a violation of the Act or Association Documents is a tenant or occupant, the Owner of the Unit in which the person resides shall be considered the Respondent and as a party to the action shall receive certified copies of all correspondence or other documents sent to the tenant or occupant pursuant to this Resolution.
31. Disciplinary action imposed by the Board or Committee may include suspending or conditioning the Respondent's right to vote, suspending use of Common Area facilities and suspension of services provided by the Association in accordance with the Charter and Section 55-513.B of the Act. Such suspension shall be for any period during which any assessment against a Unit remains unpaid and for a period not to exceed thirty days for any infraction of the published rules and regulations.
32. The Board or Committee may impose monetary charges against any member for any violation of Governing Documents in accordance with the Charter and Section 55-513.B of the Act.
33. Additionally, the Board or Committee may impose, but is not limited to the following:

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- Initiating self-help remedies when appropriate and authorized by the Association Documents
 - Assessing expenses incurred during self-help remedies to the Respondent
 - Authorizing Association legal counsel to file legal action for damages or injunctive relief in General District Court or Circuit
 - Referring to appropriate County or government authorities.
34. The Board or Committee may waive Covenants monetary charges at their discretion if appeals by homeowner and violations have been resolved.
35. In those circumstances in which the Covenants Committee determines it to be in the best interest of the Association for the Board to initiate self-help remedies, the following procedures shall be applied by the Board of Directors or the Covenants Committee after the hearing contemplated above.
36. Notice of Intent to Engage in Self-Help: If the Respondent fails to correct the violation within seven days of the date of the Notice of Hearing Result, then the Board of Directors, the Covenants Committee, or its designee, shall give at least forty-eight hours' notice of its intent to enter the Lot to correct the violation, and to charge all costs of self-help and correcting the violation to the member.
37. The Notice of Intent to Engage in Self-Help shall be hand delivered, posted at the front door of the residence on the Lot, and sent by first-class mail, postage prepaid, to the Lot address or such other member's address on file with the Association.
38. All charges incurred in engaging in self-help shall be collected by the Association in the same manner as all other Association assessments.
39. This Resolution is intended to assure that due process is provided to members and occupants in proceedings before the Board to enforce the Act and the Governing Documents and to serve as guidelines for such proceedings.
40. The Board may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that due process is protected.
41. Any inadvertent omission or failure to conduct proceedings in exact conformity with this Resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in the Resolution.
42. The procedures set forth herein do not preclude the Association from taking accelerated measures if a violation creates an emergency circumstance, including, but not limited to, manifest danger to life or property, or immediately necessary for the preservation and safety of the Association or residents, provided that the member in violation has been provided such adequate notice as circumstances permit, and the Association's actions are consistent with the Association Documents.

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CASCADES COMMUNITY ASSOCIATION COVENANTS/ARCHITECTURAL STANDARDS

VIOLATION COMPLAINT FORM

From: _____
(Name of Individual filing complaint)

_____ (Street Address) _____ (Phone)

_____ (E-mail address)

To: Covenants Manager

1. Name and/or address of person(s) responsible for violation:

2. Describe in detail what specific provision of the Act or Governing Documents is alleged to have been violated.

3. Please provide information as to the times, dates, places, acts or omissions and persons involved.

4. Have you personally requested the unit owner or tenant to cease the rules violation?
_____ No _____ Verbally _____ By written request. Date? _____

_____ (Signature(s)) _____ (Date)

From: Covenants Manager

1. Management has investigated the alleged violation(s) stated above and _____ Concur _____ Non-concur with the complainant.
2. The reason Management concurs/non-concurs is (include contacts with owner/alleged violator):

_____ (Signature/date of Management) _____ (Date)