

**SPRING GROVE FARM  
HOMEOWNERS  
ASSOCIATION**

**SECTIONS B & C**

**HOMEOWNERS  
DISCLOSURE DOCUMENTS**

# HOMEOWNERS ASSOCIATION

## Disclosure Packet

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**To:** Seller/Purchaser

**From:** Spring Grove Farm Homeowners Association,  
Sections B&C

**Re:** Robert Argodale  
1909 E Beech Rd – Lot 248  
Sterling, VA 20164

**Date:** 04.14.17

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Pursuant to Section 55-509.5 of the Virginia Property Owner's Association Act, we hereby certify that as of the date hereof:

1. **Spring Grove Farm Homeowners Association** (Sections B&C) is a nonstock Virginia corporation and its current registered agent is:

**George Hidy**  
**C/O Joan F Clark CPA**  
**46400 Benedict Dr Ste 203**  
**Sterling VA 20164**

2. At the present time, the Board of Directors of the Association has not approved any expenditure of funds that will require an assessment against all owners in addition to the regular assessment during the current or the immediately succeeding fiscal year.
3. A. The status of assessment with respect to the Lot is as follows:

**Next Assessment Due** ..... **\$93.00 (01.01.2018)**

**Assessment in Arrears** ..... **\$ 0.00**

**TOTAL DUE** ..... **\$ 0.00**

The Association levies annual assessments, of \$\_\_93.00\_ annually as of **January 1, 2018**, due by the 31<sup>ST</sup> day of January, to pay common expenses. A 12% annual finance charge is currently applied to any

assessment after the date it becomes due, **plus any applicable administrative fees assessed to the Association. Please have your settlement agent call (703) 444-9763 or HOA@JFCCPA.com for an update of amounts due, at least two business days before settlement**

B. The Association charges fees for the preparation of this Disclosure Packet and for related expenses. The fees are charged pursuant to Va. Code 55-509.6. The fee schedule is as follows:

- 1) If this package is prepared and delivered a fee of \$85.00 shall be charged, plus a \$25.00 transfer fee.
- 2) If expedited handling is requested by the seller or his agent, a fee of \$100 shall be charged.
- 3) If additional hard (paper) copies of this packet are requested, a fee of \$40 shall be charged per copy.
- 4) If overnight shipment is requested by the seller or his agent, then the actual costs of same shall be charged.
- 5) Unless otherwise specified herein, all fees shall be collected at settlement and shall be due and payable out of the settlement proceeds.
- 6) The seller shall be responsible for all costs associated with the preparation and delivery of this package, except for the costs of any disclosure package update or financial update, which costs shall be the responsibility of the requestor, payable at settlement.

4. Enclosed in this package is a copy of the operating budget for the current fiscal year beginning January 1, 2017\_\_\_\_ and ending December 31, \_\_2017\_\_\_\_ Also enclosed is a copy of the financial statement as of December 31, \_\_2016\_\_\_\_ The Association has no outstanding loans.
5. There are no unsatisfied judgments or pending suits, in which the Association is a party, which could have a material impact on the Association, the lot owners, or the lot being purchased. Although not deemed to have a material impact, the Association regularly pursues collection of delinquent assessments in court as needed. **There are no unsatisfied judgments against the Association.**

6. The Association holds property, fidelity, liability (general, directors' and officers') policies and a fidelity bond to cover the common areas and funds as required by the Declaration and the Virginia Property Owners' Association Act. It is highly recommended that each Lot Owner obtain insurance covering personal property and improvements on the Lot (which are not covered by the Association policy) as well as personal liability insurance (a complete homeowner's policy would include most or all of the recommended coverages). You are urged to consult with your insurance agent. Information regarding insurance policies currently held by the Association is available upon request from:

**Community Association Underwriters of America  
11350 Random Hills Road  
Suite 800  
Fairfax, VA 22030**

7. A visual inspection noted that the following improvements, additions or alterations made to the Lot or uses made of the Lot, are in violation of the Declaration and/or Association rules/regulations/standards:
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To the extent that any improvements or alterations have been made to this lot, the Association is not aware of any violations to the Declaration or rules/regulations other than those listed above, if any. The Association cannot vouch for what is not apparent through visual inspection. The Association is also unaware of any improper uses being made of or on the lot, or any common areas adjacent to it, but likewise the Association cannot vouch for what it cannot see or has not been told. The purchaser(s) is (are) advised to seek confirmation of approval for any improvements or alterations on this lot should he, she, or they be concerned. The inspections performed by the managing agent is not a "Home Inspection", as that term is typically found in real estate sales contracts, and nothing contained herein should be used for that purpose.

8. The Association's rules regarding signs advertising the lot for sale are as follows:

No sign of any kind, whether or not such sign is illuminated, shall be displayed to public view on any Lot or Parcel if it is in excess of two square feet, except temporary real estate signs not more than four square feet in area advertising the Lot for sale or rent, and except for those related to real estate sales and construction. All signs advertising a Lot for sale or rent shall be placed only upon such Lot, and shall be removed within three (3) days following the date of execution of any agreement of



sale or rental. No sign, advertisement or message other than for identification purposes only shall be displayed or published on any Lot or Parcel which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in or from any Lot or Parcel.

9. The flag of the United States of America, the state flag of the Commonwealth of Virginia, the colors of the separate military services of the United States, the POW-MIA flag, or seasonal decorative flags may be displayed from flagpoles (not exceeding 6' in length) affixed to the exterior of a dwelling. Free-standing flag poles are considered "structures or additions" to a lot and require application to and the prior approval of the Board of Directors. Applications for free-standing flagpoles are not ordinarily approved.
12. Attached to this Package is a copy of the Declaration, Articles of Incorporation, and Bylaws of the Association, Architectural/Maintenance Standards and all approved resolutions.
14. Attached to this Package is a copy of any notice(s), if any, given to the lot owner by the Association of any current or pending violation.
15. Attached to this Package is a copy of the one-page cover sheet developed by the Real Estate Board pursuant to Va. Code § 54.1-2350.
16. Enclosed is a copy of the certificate showing that the Association has filed the Annual Report required by Va. Code § 55-79.93:1 with the Common Interest Community Board.

The information contained in the Disclosure Package, issued pursuant to Sections 55-509.5 and 55-509.6 of the Virginia Property Owner's Association Act, is based on the best knowledge and belief of the Association and is current as of the date hereof. We look forward to welcoming you to the community and hope you will enjoy living in the Association.

**Spring Grove Farm Homeowners Association (Sections B&C)**

**Spring Grove Farm HOA Board of Directors**  
[springgrovefarm@gmail.com](mailto:springgrovefarm@gmail.com)

Officers

**President** - David Coombs

**V. President** - Brian Moran

**Treasurer** - George Hidy

Association website:

[www.springgrovefarm.org](http://www.springgrovefarm.org)

**SPRING GROVE FARM  
HOMEOWNERS  
ASSOCIATION**

**SECTIONS B & C**

**FINANCIAL STATEMENTS**

**Spring Grove Farm HOA, Inc.**  
**Profit & Loss Budget Overview**  
January through December 2017

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	<u>Jan - Dec 17</u>
<b>Ordinary Income/Expense</b>	
Income	
400 · Income	
410 · Homeowner's Assoc Dues	17,763.00
Total 400 · Income	17,763.00
Total Income	17,763.00
Gross Profit	17,763.00
Expense	
510 · Community Projects	
513 · Other	1,648.00
Total 510 · Community Projects	1,648.00
520 · Grounds Maintenance	9,000.00
530 · Insurance	3,200.00
540 · Corporate Registration Fee	115.00
550 · Legal & Accounting	
551 · Bookkeeping	1,800.00
552 · Corporate Annual Return	275.00
553 · Legal	900.00
Total 550 · Legal & Accounting	2,975.00
560 · Administrative	
561 · P. O. Box Rental & New Key	125.00
562 · Admin. Postage	300.00
560 · Administrative - Other	400.00
Total 560 · Administrative	825.00
Total Expense	17,763.00
Net Ordinary Income	0.00
Net Income	<u><u>0.00</u></u>

**Spring Grove Farm HOA, Inc.**  
**Profit & Loss Budget Overview**  
January through December 2016

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	<u>Jan - Dec 16</u>
<b>Ordinary Income/Expense</b>	
Income	
400 · Income	
410 · Homeowner's Assoc Dues	16,999.00
Total 400 · Income	16,999.00
Total Income	16,999.00
Gross Profit	16,999.00
Expense	
510 · Community Projects	1,209.00
520 · Grounds Maintenance	9,000.00
530 · Insurance	3,500.00
540 · Corporate Registration Fee	115.00
550 · Legal & Accounting	
551 · Bookkeeping	1,200.00
552 · Corporate Annual Return	275.00
553 · Legal	900.00
Total 550 · Legal & Accounting	2,375.00
560 · Administrative	
561 · P. O. Box Rental & New Key	100.00
562 · Admin. Postage	300.00
560 · Administrative - Other	400.00
Total 560 · Administrative	800.00
Total Expense	16,999.00
Net Ordinary Income	0.00
Net Income	<u><u>0.00</u></u>

**Spring Grove Farm HOA, Inc.**  
**Profit & Loss Budget Overview**  
January through December 2015

	<u>Jan - Dec 15</u>
Ordinary Income/Expense	
Income	
400 · Income	
410 · Homeowner's Assoc Dues	16,235.00
Total 400 · Income	<u>16,235.00</u>
Total Income	16,235.00
Expense	
510 · Community Projects	835.00
520 · Grounds Maintenance	8,800.00
530 · Insurance	2,500.00
540 · Corporate Registration Fee	125.00
550 · Legal & Accounting	
551 · Bookkeeping	1,200.00
552 · Corporate Annual Return	275.00
553 · Legal	<u>1,000.00</u>
Total 550 · Legal & Accounting	2,475.00
560 · Administrative	
561 · P. O. Box Rental & New Key	100.00
562 · Admin. Postage	300.00
560 · Administrative - Other	<u>400.00</u>
Total 560 · Administrative	800.00
570 · Newsletter	
571 · Processing	200.00
573 · Newsletter Postage	<u>500.00</u>
Total 570 · Newsletter	<u>700.00</u>
Total Expense	<u>16,235.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>



Virginia.gov

07/28/14

CISM0180

CORPORATE DATA INQUIRY

12:39:09

CORP ID: 0255822 - 9 STATUS: 00 ACTIVE STATUS DATE: 07/25/13  
 CORP NAME: SECTION B, SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC.

DATE OF CERTIFICATE: 05/02/1984 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: N NON-STOCK  
 MERGER IND: CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CHARTER FEE: MON NO: MON STATUS: MONITOR DTE:  
 R/A NAME: GEORGE HIDY

STREET: 46400 BENEDICT DR STE 203

AR RTN MAIL:

CITY: STERLING STATE : VA ZIP: 20164  
 R/A STATUS: 2 OFFICER EFF. DATE: 11/12/09 LOC : 153  
 ACCEPTED AR#: 214 51 4884 DATE: 03/21/14 LOUDOUN COUNTY  
 CURRENT AR#: 214 51 4884 DATE: 03/21/14 STATUS: A ASSESSMENT INDICATOR: 0  
 YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES  
 14 25.00

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 (Screen Id:/Corp\_Data\_Inquiry)

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON  
09-30-2017

NUMBER  
0550005369

## COMMON INTEREST COMMUNITY BOARD COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



SPRING GROVE FARM HOMEOWNERS ASSOCIATION  
SECT B INC  
JOAN F. CLARK  
PO BOX 522  
STERLING, VA 20167

**DPOR**

*Jay W. DeBoer*  
Jay W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

COMMON INTEREST COMMUNITY BOARD  
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION  
NUMBER: 0550005369 EXPIRES: 09-30-2017

SPRING GROVE FARM HOMEOWNERS ASSOCIATION SECT B INC  
JOAN F. CLARK  
PO BOX 522  
STERLING, VA 20167



Status can be verified at <http://www.dpor.virginia.gov>

DPOR-LIC (05/2015)  
(DETACH HERE)

DPOR-PC (05/2015)



ARTICLES OF INCORPORATION

OF

SECTION B, SPRING GROVE FARM

HOMEOWNERS ASSOCIATION, INC.

WE HEREBY ASSOCIATE to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia (1950, as amended), and to that end set forth the following:

ARTICLE I

NAME

The name of the corporation is SECTION B, SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

REGISTERED OFFICE - REGISTERED AGENT

The post office address of the initial registered office and agent is Suite 200, 6832 Old Dominion Drive, McLean, VA 22101, in the County of Fairfax, Virginia. The initial registered agent is STUART H. GARY, who is a resident of Fairfax County, Virginia, and is a member of the Virginia State Bar and whose business address is the same as the registered office.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common areas within that certain tract of property described as:

SECTION B, SPRING GROVE FARM Subdivision, as the same is duly dedicated, platted and recorded among the land records of Loudoun County, Virginia,

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for the purpose to:

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Court, Loudoun County, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
3. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. borrow money, and with the assent of more than two thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts secured;
5. dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication to transfer shall be effective unless an instrument has been signed by more than two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;
6. participate in mergers and consolidations with other non-profit corporations organized for the same purpose and/or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3) of each class of members; and
7. have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the Commonwealth of Virginia by law may now or hereafter have or exercise.



## ARTICLE IV

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

## ARTICLE V

### VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;  
or
2. on december 31, 1988

## ARTICLE VI

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of two (2) initial Directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
GARY P. GRIMM	1204 Ballantrae Lane McLean, VA 22101

MAX E. PETTIBONE

2911 Marsala Court  
Woodbridge, VA 22192

SHARON SHORT

5019-B Backlick Road  
Annandale, VA

## ARTICLE VII

### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by more than seventy-five percent (75%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE VIII

### DURATION

The corporation shall exist perpetually.

## ARTICLE IX

### AMENDMENTS

Amendment of these Articles shall require the assent of more than seventy-five percent (75%) of the entire membership.

\_\_\_\_\_  
INCORPORATOR

Dated: \_\_\_\_\_

32-3.6

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond,*

May 2, 1984

*This is to Certify that the certificate of incorporation of*

SECTION B, SPRING GROVE FARM HOMEOWNERS ASSOCIATION,  
INC.

*was this day issued and admitted to record in this office  
and that the said corporation is authorized to transact its  
business subject to all the laws of the State applicable to the  
corporation and its business.*



*State Corporation Commission*

*William L. Gentry*  
*Chief of the Commission*



BYLAWS OF  
SECTION B SPRING GROVE FARM  
HOMEOWNERS ASSOCIATION, INC.

a Virginia Corporation

Association

ARTICLE I

NAME AND LOCATION. The name of the corporation is SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite 200, 6832 Old Dominion Drive, McLean, VA., but meetings of members and Directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, SECTION B SPRING GROVE FARM, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to GARY P. GRIMM, INC., a Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Clerk's Office of Loudoun County, Virginia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING AND MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ( $\frac{1}{4}$ ) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast, one-tenth ( $\frac{1}{10}$ ) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.



## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors who need not be members of the Association.

Section 2. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.



## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made, a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

1. adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
2. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
3. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
4. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

5. employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ( $\frac{1}{4}$ ) of the Class A members who are entitled to vote;
2. supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
3. as more fully provided in the Declaration, to:
  - a) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
  - b) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
4. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
5. procure and maintain adequate liability and hazard insurance on property owned by the Association;
6. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
7. cause the common area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at



all times be members of the Board of Directors, a secretary and a treasurer, and such other officers and the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

### Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

### Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

### Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

### COMMITTEES

The Association shall appoint an Architectural Control committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.



## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of his lot.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC.

## ARTICLE XIII

### AMENDMENTS




Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XIV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

SECTION A

SECTION B-3

SECTION B-1

SECTION C-2

SECTION C-1

**SITE DATA****PRELIMINARY PLAN**

R-4 CLUSTER

288 SINGLE-FAMILY DETACHED

**FINAL PLATS**

R-4 CLUSTER

288 SINGLE-FAMILY DETACHED

**ZONING**

NUMBER OF LOTS

**AREAS**

- a. LOTS  
b. STREETS  
c. OPEN SPACE  
d. CHURCH (INSTITUTIONAL)

TOTAL AREA

MINIMUM LOT SIZE REQUIRED

MINIMUM FRONTAGE REQUIRED

AVERAGE LOT SIZE

REQUIRED OPEN SPACE

- 1) 288 LOTS X 2,000 SQ. FT./LOT  
OR  
2) PER ACTUAL LOT SIZES FOR  
LOTS < 10,000 SQ. FT.

74.78 AC.

19.06 AC.

19.19 AC.

2.00 AC.

115.03 ACRES

8000 SQ. FT.

80 FEET

11,310 SQ. FT.

13.22 AC.

2.18 AC.

73.66 AC.

20.46 AC.

18.61 AC.

2.27 AC.

115.00 ACRES

8000 SQ. FT.

80 FEET

11,411 SQ. FT.

13.22 AC.

2.14 AC.

RESERVED  
FOR  
INSTITUTIONAL  
USE

SECTION C-1

SECTIC  
SPRING  
STERLING M  
LOUDOUN

SCALE 1" = 200'

GANNETT FLEMING  
3545 CHAIN BRIGE RD.  
ENGINEERS

REVISED: JUNE 18, 1985

REVISED: FEBRUARY

# **Amendments to the Bylaws of Section B Spring Grove Farm Homeowners Association, Inc. a Virginia Corporation**

17 June 2015

Acting under ARTICLE XIII, AMENDMENTS; Section 1 of the Bylaws of Section B Spring grove Farm Homeowners Association, the following amendments were proposed, seconded, and approved by a vote of a majority of a quorum of members present in person or by proxy at the Association's Annual Meeting on 17 June 2015. They are therefore adopted and in force.

## **Amendment Number 3:**

Bylaws ARTICLE IV, BOARD OF DIRECTORS: SELECTION – TERM OF OFFICE; Section 1: Number is amended to read: “The affairs of this Association shall be managed by a Board of three (3) Directors who shall be members in good standing of the Association and who shall reside in a primary residence in the Association.”

## **Amendment Number 4:**

Bylaws ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS; Section 1: Powers paragraph 5 is amended to read: “employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties. The Board shall have the power to employ a public accountant to assist in efficiently managing the financial transactions of the Association under the supervision of the Board, including receiving and depositing in appropriate bank accounts all monies of the Association, disbursing funds as directed by resolution of the board, including payments authorized by the Association's budget duly adopted by the Board, and signing checks for payments so authorized by the budget.”

## **Amendment Number 5:**

Bylaws ARTICLE VIII, OFFICERS AND THEIR DUTIES; Section 8: Duties is amended to read: “The duties of the officers are as follows:

### President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

### Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

### Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers



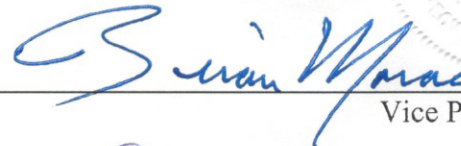
requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

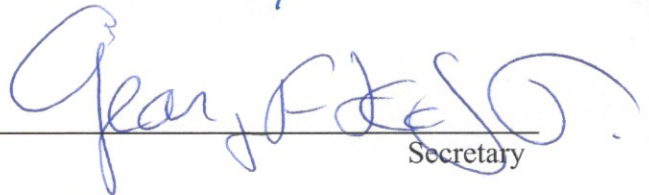
The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall supervise and coordinate the conduct of the Association's financial transactions by any public accountant employed by the Board to do so; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members."



President



Vice President



Secretary



Treasurer

17 June 2015



# Modification to Bylaws of Section B Spring Grove Farm

Homeowners Association, Inc.

a Virginia Corporation

Acting under Article XIII, Section 1 of the Bylaws of Section B Spring Grove Farm Homeowners Association, the following amendments were proposed, seconded, and approved unanimously by a quorum of members (20 percent of members were present in person or by proxy) at the association's meeting on June 21, 2006. They are therefore adopted and in force.

Amendment Number 1:

Bylaws Article III, Meetings and Members, Section 1. Annual Meetings is modified to read: "The annual meeting of the members shall be held each year at a time the board concludes will be convenient for members and conducive for representation by a quorum."

Amendment Number 2:

Bylaws Article IV, Board of Directors: Selection – Term of Office, Section 1. Number is modified to read: "The affairs of this Association shall be managed by a Board of at least three (3) Directors who need not be members of the Association."

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Treasurer

June 21, 2006

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, SECTION B SPRING GROVE FARM, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to GARY P. GRIMM, INC., a Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

10716  
DECLARATION OF

## COVENANTS, CONDITIONS AND RESTRICTIONS

## SECTION B SPRING GROVE FARM

THIS DECLARATION, made on the date hereinafter set forth by GARY P. GRIMM, INC., a Virginia corporation, hereinafter referred to as "Declarant".

## W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of Loudoun, Commonwealth of Virginia, which is more particularly described as:

SECTION B SPRING GROVE FARM as shown on the attached plat and more particularly described in the deed to the Declarant recorded in Deed Book 836 at Page 97, et seq., among the land records of Loudoun County, Virginia.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the propose of protecting the value and desireability of, and which shall run with, the real estate property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.



## ARTICLE II

## PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Notwithstanding the other provisions of this Declaration, all right, title and interest in and to the common area shall be subject to the provisions and requirements of the lawful ordinances of the County of Loudoun, Virginia, existing on the date of this Declaration.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;  
or
2. on december 31, 1988

## ARTICLE IV

## COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment shall be TWENTY DOLLARS (\$20.00) per lot.



- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment shall be the same as the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment may be increased up to five percent (5%) by the Board of Directors and above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4

shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessemnts must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first monthly assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the monthly assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of



assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant does not have to meet the requirements of the Architectural Control provisions.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. No amendment shall be effective unless the amending instrument is signed by at least one lot owner who is a Class A member. Any amendment must be recorded.

Section 4. Annexation. Within twenty-one (21) years from the date of this Declaration, additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Annexation. Additional land may be annexed by the Declarant without the consent of members within five (5) years from the date of this instrument.

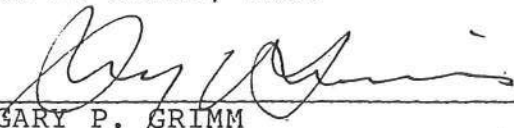
Section 6. Merger. Within the first five (5) years from the date of conveyance of the first lot, Declarant may, without consent of the members, merge this Association into or with one or more similar associations formed or existing for a similar purpose as this Association. This shall specifically include a merger with the Spring Grove Farm Homeowners Association created by Declaration in Deed Book 777 at Page 790, et seq., among the land records of Loudoun County, Virginia. The members of the association shall have a similar right as the Declarant at any time after the first five (5) years upon approval of two-thirds (2/3) of the membership.



DECLARANT:

GARY P. GRIMM, INC.

BY


  
\_\_\_\_\_  
GARY P. GRIMM  
President

~~COMMONWEALTH OF MARYLAND~~  
DISTRICT OF COLUMBIA

~~XXXXXXXXXX~~ \_\_\_\_\_, to wit:

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared GARY P. GRIMM, President of GARY P. GRIMM, INC., and he acknowledged the foregoing Declaration on behalf of the corporation.

Acknowledged before me this 24th day of April, 1984.

  
\_\_\_\_\_  
Notary Public  
SARA M. KNUDSEN

My Commission Expires:

*My Commission Expires April 30, 1985*

32-3.8

RECORDED/W/CERTIFICATE ANNEXED

1984 MAY 10 PM 1:34

11

LOUDOUN CO., VA.

Teste: *L.R. Howard* Clerk

00367

FIRST AMENDMENT TO THE

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

SECTION B SPRING GROVE FARM

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Section B Spring Grove Farm, executed this 16<sup>th</sup> day of October, 1984, by GARY P. GRIMM, INC., a Virginia Corporation ("Declarant") and JOHN MORRISEY, TRUSTEE and RYLAND GROUP, INC., a Maryland Corporation.

W I T N E S S E T H :

WHEREAS, Declarant caused to be recorded among the land records of Loudoun County, Virginia in Deed Book 0841 at Page 1798 a Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant has caused the property to be encumbered by deed of trust in Deed Book 0836 at page 0102 among the land records of Loudoun County, Virginia, in favor of JEANNINE JOHNSON and JOHN J. MORRISEY, TRUSTEES, either of whom may act, said Trustee joining in this Amendment;

WHEREAS, Declarant has conveyed eight (8) lots, specifically lots 114, 109, 108, 107, 102, 99, 98 and 97 to Ryland Group, Inc., who joins in this Amendment; and

WHEREAS, it is the desire and intent of the Declarant to cause this Amendment to the Declaration for purposes of obligating the Section B Spring Grove Farm Homeowners Association, Inc. for the maintenance and indemnification responsibilities for a storm water detention facility.

001  
A  
P  
Gary Grimm Inc.  
1204 Ballantree Ln  
McLean VA 22101  
703 734 1234

et To. STUAR H. GARY & J. HATES, LTD.  
6892 OLD DOMINION DRIVE SUITE 200  
FARMERSVILLE, VIRGINIA 22101-1703 1-556-9300

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Section B Spring Grove Farm are hereby amended as follows:

1. Article II - Property rights - is hereby amended by adding the following thereto:

"Section 4. Storm Water Management. The Association shall be responsible and by virtue hereof hereby assumes responsibility for the Declarant's maintenance and indemnification obligations as set forth in the Storm Water Management Agreement executed by Declarant with the Board of Supervisors of the County of Loudoun, Virginia on the 20th day of September 1984 which Agreement is hereby incorporated herein."

2. Article IV - Covenants for Maintenance Assessments, specifically Section 2. Purpose of Assessments is hereby amended by adding to the end of that section the following:


"Additionally, assessments shall be utilized to cover any expenses incurred under the Agreement with Loudoun County as more fully set forth in Article II Section 4 above."

3. All other terms, conditions and provisions of the Covenants, Conditions and Restrictions are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the date first above written.

GARY P. GRIMM, INC.  
A Virginia Corporation

BY

  
GARY P. GRIMM  
President

  
JOHN J. MORRISSEY, TRUSTEE



RYLAND GROUP, INC.  
A Maryland Corporation

BY Robert C. Mulheron

Its VICE PRESIDENT

56.31

10/5/84 Fri 13:58:58

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, whose commission as such will expire on the 25<sup>th</sup> day of June, 1988, do hereby certify that this day personally appeared before me in my said jurisdiction, GARY P. GRIMM, President of GARY P. GRIMM, INC., and executed and acknowledged the foregoing document on behalf of the Corporation.

GIVEN under my hand this 16<sup>th</sup> day of October, 1984.

Robert E. Andersen

Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Arlington, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, whose commission as such will expire on the 4<sup>th</sup> day of December 1986, do hereby certify that this day personally appeared before me in my said jurisdiction, JOHN J. MORRISEY, TRUSTEE, and executed and acknowledged the foregoing document.

GIVEN under my hand this 18<sup>th</sup> day of Oct., 1984.

Nikki J. Jenkins

Notary Public

STATE OF Virginia

CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, whose commission as such will expire on the 10<sup>th</sup> day of March, 1987, do hereby certify that this day personally appeared before me in my said jurisdiction, Robert C. Mulheron the Vice President of RYLAND GROUP, INC. and executed and acknowledged the foregoing document on behalf of the Corporation.

RECORDED/W/CERTIFICATE ANNEXED GIVEN under my hand this 26<sup>th</sup> day of October, 1984.

1985 JAN -9 AM 10:53

LOUDOUN CO. VA

Teste: L.P. Howard Clerk

Merle Phillips

Notary Public

20074

DECLARATION OF ANNEXATION AND DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SECTION C-TWO SPRING GROVE FARM

THIS DECLARATION OF ANNEXATION, dated the 24<sup>th</sup> day of June,  
1986, by GARY P. GRIMM, INC., hereinafter known as the "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the  
County of Loudoun, Commonwealth of Virginia, which is more  
particularly described as:

SECTION C-TWO SPRING GROVE FARM, as shown on the  
attached plat and more particularly described in  
the deed to Declarant recorded in Deed Book 881 at  
Page 411, et seq. among the land records of  
Loudoun County, Virginia (the "Land").

WHEREAS, Declarant caused to be recorded among the land records  
of Loudoun County, Virginia in Deed Book 0841 at Page 1798, a  
Declaration of Covenants, Conditions and Restrictions for SECTION B  
SPRING GROVE FARM, which has been amended by Amendment recorded in  
Deed Book 856, at Page 1642, among the aforesaid land records (the  
"Declaration").

WHEREAS, Declarant desires to subject SECTION C-TWO SPRING GROVE  
FARM to the Declaration and to annex the Land pursuant to the  
Declaration into the SECTION B SPRING GROVE FARM HOMEOWNERS  
ASSOCIATION, INC.

NOW, THEREFORE, Declarant hereby declares:

1. That all of the properties (Land) hereinabove described, except  
Lot 246, shall be held, sold and conveyed subject to the  
easements, restrictions, covenants, and conditions, which are for  
the purpose of protecting the value and desirability of and

1" 7/10/86  
Gary P. Grimm Inc  
3611C Chain Bridge Rd, Fairfax VA 22030



which shall run with the Land, real estate and property, and be binding on all parties having any right, title or interest in the Land described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof, all as set forth in the Declaration of Covenants, Conditions and Restrictions SECTION B SPRING GROVE FARM, as recorded in Deed Book 841, at Page 1798, and amended in Deed Book 856, at Page 1642, among the land records of Loudoun County, Virginia, and that all of the Land hereinabove described, except Lot 246, shall be and hereby is declared to be specifically subject to the Declaration.

2. That all of the above described Land (SECTION C-TWO SPRING GROVE FARM), except Lot 246, is hereby annexed into and shall be a part of the SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION as if said Land had originally been included therein with all the rights, duties, privileges, and interests therein as would have appertained had said Land been initially included therein.
3. That it is Declarant's full and complete intent, desire and direction that for all intents and purposes, the Land know as SECTION C-TWO SPRING GROVE FARM, except Lot 246, and the Land known as SECTION B SPRING GROVE FARM shall be dealt with and treated equally and identically under the Declaration and as part of the SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC.
4. That Lot 246, SECTION C-TWO SPRING GROVE FARM shall be subject to the declarations set forth in 1, 2 and 3 above, except that:
  - A. The owner of Lot 246 and its successors shall not be subject to assessment by the homeowners Association.

B. All uses of Lot 246 which were in effect on January 9, 1984 shall be permitted to continue except that no trailer/portable dwelling unit shall be permitted on the lot.

C. Any changes in the use of Lot 246 and any new construction thereon shall be subject to the covenants, conditions and restrictions of the SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION.

D. Nothing herein shall be interpreted in such a manner as to preclude further division of Lot 246.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the date first above written.

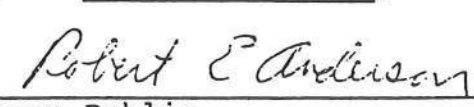
GARY P. GRIMM, INC.

By:   
GARY P. GRIMM, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, GARY P. GRIMM, President of GARY P. GRIMM, INC., and executed and acknowledged the foregoing document.

GIVEN under my hand this 24<sup>th</sup> day of June, 1986.

  
Notary Public

My Commission Expires: June 25, 1988

RE6

RECORDED & CERTIFICATE ANNEXED

1986 NOV -7 PM 12:33

## DEED OF CORRECTION

THIS DEED OF CORRECTION, made this 23rd day of October, 1991, by and between GARY P. GRIMM and ANN E. GRIMM, husband and wife, Grantors, and SECTION B, SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., a non-stock corporation incorporated under the laws of the Commonwealth of Virginia, Grantee; now therefore,

WHEREAS by deed of gift dated 12 February 1991 and recorded on 28 February 1991 in deed book 1115 at page 611, Grantors conveyed to Spring Grove Farm Homeowners Association, Inc., a parcel of real property containing approximately 98,593 square feet and known as the "Religious Institutions Parcel" (RIP), Section C-2, Spring Grove Farm, as the same appears duly dedicated, platted and recorded in deed book 918 at page 593 among the land records of Loudoun County, Virginia, to which deed reference is hereby made for a more particular description, and

WHEREAS the deed referenced in the preceding recital gives the incorrect legal name of the intended grantee, which grantee's corporate name is actually Section B, Spring Grove Farm Homeowners Association, Inc., not Spring Grove Farm Homeowners Association, Inc., and

WHEREAS to eliminate confusion and prevent future difficulties, and to record a deed reflecting the true intentions of the grantor and the grantee to the deed of gift referenced in the first recital of this deed of correction and to correct the misnomer of the grantee recited in the above-described deed of gift, now therefore;

*Return to:*

LAW OFFICES  
FFREY J. FAIRFIELD  
A PROFESSIONAL CORPORATION  
5 HERNDON PARKWAY  
SUITE 300-A  
1. HERNDON, VIRGINIA 22070  
331 437-9200




W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, in fee simple absolute, and with ENGLISH COVENANTS OF TITLE, all that certain lot or parcel of land, together with the improvements thereon lying and being situate in the County of Loudoun, Commonwealth of Virginia, and more particularly described as follows:

All of that certain lot or parcel of land containing 98,593 square feet, more or less, known and described as the "Religious Institutions Parcel" (RIP), Section C-2, SPRING GROVE FARM, as the same is duly dedicated, platted and recorded in deed book 918 at page 593 in the Clerk's office of the Circuit Court of Loudoun County, Virginia.

AND BEING THE same property conveyed to grantee by deed of gift dated 13 February 1991 and recorded on 28 February 1991 in deed book 1115 at page 611 among the land records of Loudoun County, Virginia.

WITNESS the following hands and seals this 23rd day of October, 1991.

  
\_\_\_\_\_  
GARY P. GRIMM

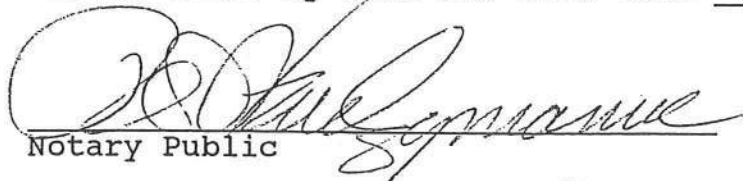
  
\_\_\_\_\_  
ANN E. GRIMM

LAW OFFICES  
FFREY J. FAIRFIELD  
PROFESSIONAL CORPORATION  
HERNDON PARKWAY  
SUITE 300-A  
HERNDON, VIRGINIA 22070  
331 437-9200

COMMONWEALTH OF VIRGINIA AT LARGE

I, Robin Szymaniak, a Notary Public in and for the aforesaid jurisdiction, whose commission as such expires on the 30 day of Nov, 1995, do hereby certify that this day personally appeared before me in the County/City of Fairfax, Commonwealth of Virginia, Gary P. Grimm, whose name is signed to the foregoing and hereto annexed Deed of Correction dated the 23 day of October, 1991, and acknowledged the same.

Given under my hand and seal this 23 day of October, 1991.

  
Notary Public

My Commission Expires November 30, 1995

COMMONWEALTH OF VIRGINIA AT LARGE

I, Robin Szymaniak, a Notary Public in and for the aforesaid jurisdiction, whose commission as such expires on the 30 day of Nov, 1995, do hereby certify that this day personally appeared before me in the County/City of Fairfax, Commonwealth of Virginia, Ann E. Grimm, whose name is signed to the foregoing and hereto annexed Deed of Correction dated the 23 day of October, 1991, and acknowledged the same.

Given under my hand and seal this 23 day of October, 1991.

  
Notary Public

My Commission Expires November 30, 1995

LAW OFFICES  
FFREY J. FAIRFIELD  
A PROFESSIONAL CORPORATION  
5 HERNDON PARKWAY  
SUITE 300-A  
HERNDON, VIRGINIA 22070  
(703) 437-9200

RECORDED / W/ CERTIFICATE ANNEXED

-3- 91 NOV 26 PM 1:42

TESTE: Patricia Kell CLERK



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
SPRING GROVE FARM HOMEOWNERS ASSOCIATION  
SECTIONS B & C**

(Policies and Procedures Regarding Common Area and Architectural Control Guidelines)

WHEREAS, Article V of the Declaration of Covenants, Conditions and Restrictions, Section B Spring Grove Farm grants the Board of Directors or its Designated Committee the authority and responsibility to implement Architectural Control provisions; and

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish rules and regulations regarding Architectural Control within the community; and

WHEREAS, Article VII, Section 1 of the Bylaws grants the Board of Directors the authority to establish rules and regulations governing the use of the Common Area; and

WHEREAS, Section 55-513 (B) of the Virginia Property Owners' Association Act provides the Association with the power to assess charges against members for violations of the governing documents

**NOW, THEREFORE, BE IT RESOLVED THAT one (1), the Architectural Control provisions outlined in the accompanying Spring Grove Farm Sections B & C Homeowners Association Architectural Control Guidelines and dated August 15, 2006; and two (2), the Common Area Use Policy, Rules and Regulations outlined below; and three (3), the resolution procedures outlined below shall be adopted:**

**I. COMMON AREA USE POLICY, RULES AND REGULATIONS**

1. No alterations or improvements can be made to the common Area without approval of the Board of Directors. When application is made to the Board for physical or other changes to Common Area, the Board will consider proposed changes in light of such issues as potential erosion, impact on members, safety, cost, and insurance.
2. The Board of Directors must approve all unusual uses of common Area. Unusual uses will be considered those not including running, playing and games, bicycling, walking, and walking pets.
3. Motorized vehicles generally are not allowed on Common Area. Exceptions must be approved in advance by the Board.
4. Pet owners will be responsible for cleaning up after their respective pets when such pet soils Common Area.



5. No alcoholic beverages or dumping of trash or yard debris are permitted on Common Area.

6. As specified in Article II of the Declaration of Covenants, Conditions and Restrictions, Section B Spring Grove Farm, any member violating the published rules and regulations regarding Common Area may have their rights to use the common area suspended for up to sixty (60) days. The Board also reserves the right to legal recourse against anyone who alters the Common Area.

## II. RESOLUTION PROCESS

### 1. Actions Prior to Initiation of Formal Resolution Process:

Any Member, Owner or Agent of the Association has the authority to request that a Member, Owner or their family members, guests or invitees cease or correct any act or omission which appears to be in violation of the governing documents.

The Board of Directors, an Association Committee or the Managing Agent may make initial attempts to secure compliance verbally or through correspondence.

### 2. Preliminary Investigation:

Upon receipt of an oral or written complaint, a committee member, the Managing Agent or a member of the Board of Directors may make a preliminary investigation as to the validity of the complaint. If the preliminary investigation indicates the need for further action, then the Board of Directors or a Committee shall establish a hearing date to determine the validity of the complaint. The Association shall then serve the Member(s) charged with violating the governing documents with a Notice of Hearing which shall describe the violation.

### 3. Notice of Hearing

The Board of Directors or a Committee shall serve a Notice of Hearing on the charged Member at least fourteen (14) days prior to the hearing by hand delivery or certified mail, return receipt requested, at the address of record with the Association. The Notice of Hearing shall be substantially in the following form, but may include other information.

You are hereby notified that a hearing will be held before the Board at \_\_\_\_\_ (place) \_\_\_\_\_ on \_\_\_\_\_ (date) \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (time) \_\_\_\_\_ the charge that you are in violation of \_\_\_\_\_ of the governing documents / architectural guidelines. You may be present at the hearing, may be represented by counsel, and may present any relevant evidence regarding the alleged violation.

If the charged member advises the Association that they cannot attend the hearing on the scheduled date and indicates times and dates when they would be available, the Association may reschedule the hearing and deliver notice of the new hearing date and time.

4. Hearing:

At the hearing, the charged party may do the following:

- (a) make an opening statement;
- (b) introduce evidence, testimony and witnesses;
- (c) rebut evidence and testimony;
- (d) make a closing statement.

The decision of the Association shall be in writing and be issued within seven (7) days of the conclusion of the hearing.

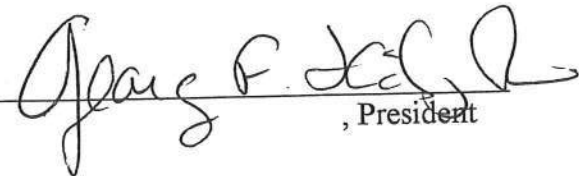
5. Sanctions:

Disciplinary action imposed by the Association may include, but is not limited to (a) the assessment of charges against the Member in accordance with Section 55-513 (B) of the Virginia Property Owners Association Act and (b) the suspension of the Member's right to use the Association's facilities and services in accordance with Section 55-513 (B) of the Virginia Property Owners Association Act.

The effective date of this Resolution shall be August 15, 2006.

This resolution was duly adopted by the Board of Directors this 15th day of August, 2006.

Spring Grove Farm Homeowners Association  
Sections B & C

By:  , President



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
SPRING GROVE FARM HOMEOWNERS ASSOCIATION  
SECTIONS B & C**

(Policies and Procedures Regarding Common Area and Architectural Control Guidelines)

WHEREAS, Article V of the Declaration of Covenants, Conditions and Restrictions, Section B Spring Grove Farm grants the Board of Directors or its Designated Committee the authority and responsibility to implement Architectural Control provisions; and

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WHEREAS, Article VII, Section 1 of the Bylaws grants the Board of Directors the authority to establish rules and regulations governing the use of the Common Area; and

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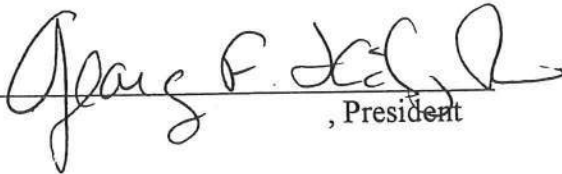
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The effective date of this Resolution shall be August 15, 2006.

This resolution was duly adopted by the Board of Directors this 15th day of August, 2006.

Spring Grove Farm Homeowners Association  
Sections B & C

By:  , President



# Spring Grove Farm Sections B & C Homeowners Association Architectural Standards

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*Amended and Adopted 21 November 2016*



## **Introduction**

Our architectural standards maintain the appeal of our neighborhood, enhancing our enjoyment as residents, and increasing the property values of our homes.

Obtain approval before starting work on any change to the exterior appearance of your property, including the following examples:

- Roofing, siding, windows, doors
- Mailbox, fence, deck, patio, shed
- Trees, landscape features
- Painting a different color

Prepare an application describing your proposed change. Applications are available on the HOA website's Documents page <http://www.springgrovefarm.org> along with the Architectural Guidelines. The application is also included in the Spring Grove Farm homeowner package you received when you bought your home.

Obtain **prior approval** to ensure your planned change conforms to the architectural standards established to maintain the visual appeal of our neighborhood. If you make changes without obtaining prior approval from the HOA Board of Directors, you may be required to reverse the changes, at your expense, to restore the property to its previous condition.

Please contact the Architectural Review Committee [acc.sgfhwa@gmail.com](mailto:acc.sgfhwa@gmail.com) or the Board of Directors [springgrovefarm@gmail.com](mailto:springgrovefarm@gmail.com) if you have questions.

## **Background**

Administration and enforcement of the subdivision plan of architectural control is one of the chief responsibilities of the Spring Grove Farm Homeowners Association (Association). By Declaration of Covenants, Conditions, and Restrictions dated April 24, 1984, Gary P. Grimm, Inc. the Spring Grove Farm sections B & C developer invested the Association with the authority to review and approve exterior structural alterations, improvements and maintenance, to promote architectural harmony and to preserve and maintain the development plan. Prior to the sale of the first home in Sections B & C, Gary P. Grimm, Inc. recorded these covenants among the public land records of Loudoun County. The Standards set forth herein shall be considered rules and regulations of the Association pursuant to Va. Code § 55-513, and such standards shall be enforceable as the rules/regulations of this association hence; they have the effect of law and may be enforced through application to the courts.

Article V, Architectural Control, of the Declaration of Covenants, Conditions and Restrictions document contains the following paragraph on pages 8 and 9.

**"No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant does not have to meet the requirements of the Architectural Control provisions."**

### **"Architectural Control" of the Declaration of Covenants**

In the exercise of this authority, if the Association's Board of Directors has constituted an Architectural Control Committee (ACC), you must first obtain the approval of the ACC or the Board of Directors before beginning work on any exterior structural improvement or any alteration to the exterior of your home or your property.

To assist the homeowner in determining whether the ACC will approve a specific application, the Board of Directors has promulgated architectural Rules and Regulations and application. As the word implies, these standards are merely guidelines, not absolute and inflexible rules and regulations. They evolve from current community circumstances and prior decisions of the Board of Directors and ACC in reviewing applications involving similar facts and circumstances. In every instance, however, the ACC will review and consider an application upon its merits. A homeowner should not conclude the ACC would invariably deny an application solely because it may fall outside the bounds of these guidelines. The sole standard, which the Board of Directors and/or the ACC is obliged to employ, is the impact of a proposed improvement on the external architectural and topographical harmony of the Spring Grove Farm development.

The Association understands that some of its members may regard architectural control as an unreasonable restriction on their personal liberty. Without debating the philosophical merits of this position, the Association asks that its members understand that the election of a planned community, with these attendant restrictions, is the product of decisions made by the developer and public officials before construction of Sections B & C, not the whim or passing fancy of the present directors or officers of the Association. Abandonment of architectural review would be a breach of faith not only

with these persons, but also with our friends and neighbors who choose to live here in reliance on the preservation of the Spring Grove Farm architectural and development plan. Indeed both the directors of the Association, and the members of the ACC, have an affirmative and legal obligation to administer and enforce architectural controls to the best of their ability.

The following are the architectural Rules and Regulations duly promulgated and adopted and amended 21 November 2016 by the Association's Board of Directors and are heavily based on the original Architectural Controls of the Spring Grove Farm Sections B & C.

## **GENERAL**

### **Architectural Control Committee**

1. The Board of Directors and/or Architectural Control Committee must approve any change to the exterior appearance of any house or lot before work is started. The Board of Directors retains final authority to approve or disapprove all requests.
2. The Board of Directors and/or Architectural Control Committee will consider only written requests from homeowners. Renters will forward all requests to the Committee through the appropriate homeowner.
3. Each request is considered on an individual basis, upon its merits, and are not automatic approvals or denials. A completed request should include:
  - a. HOA ARC Request Form
  - b. Pictures of area to be improved
  - c. Pictures of replacement or new material
  - d. Description of work
  - e. Color
  - f. Style
4. The Board of Directors and/or Architectural Control Committee will not approve any alteration that would have an adverse or deleterious architectural or topographical effect on neighboring property or common areas.
5. The appeal process: When a homeowner's application for alteration is disapproved by the Board of Directors or Architectural Control Committee, the homeowner may:
  - a. Resubmit a modified plan.
  - b. Submit new or additional information that might clarify the original plan and demonstrate its acceptability. In doing this, homeowners are invited to meet with the Board of Directors or Architectural Control Committee.



- c. Appeal, in writing within thirty (30) days after final disapproval by the Board of Directors or Architectural Control Committee, to the Board of Directors.
6. The Board of Directors and/or Architectural Control Committee will consider written complaints from any Association member describing alleged violations of the Covenants. If the Board of Directors and/or Architectural Control Committee determine that a violation has occurred, the Board of Directors will take the necessary action to rectify the situation. All complaints will be kept in strictest confidence.
7. As required by the Covenants, the Committee will answer all applications promptly. If the Committee fails to reply to the homeowner within thirty (30) days of the postmark of the application, the application is deemed approved. It is understood that the approval process may take longer than thirty (30) days if the applicant does not furnish the required information in his initial request. Please plan ahead.
8. Should the Association find an member is violating the covenants, and such violation not be corrected or otherwise resolved within a reasonable time, the Association may refer the matter to its attorney for possible judicial action.

#### **Application Procedures**

1. An application describing the proposed project must be sent to the Architectural Control Committee, P.O. Box 522, Sterling, VA 20167-0522 or emailed to [acc.sgfhwa@gmail.com](mailto:acc.sgfhwa@gmail.com). Email is encouraged.
2. The description of the project should be brief but specific containing, in addition to a description of the general nature of the project, all information necessary for the Committee to make an informed decision. Necessary information includes height, length, width, shape, type of materials, and colors, pictures of area to be improved / changes, pictures / drawing of material
3. For house additions or the installation of detached structures, copies of construction plans and specifications must accompany the application. Any necessary county permits are the owner responsibility and should not be obtained until application is approved.
4. Where a project may affect neighboring properties it is recommended that the applicant discuss the project with their neighbors before submitting the application to the Committee. This is particularly important when the project could have an adverse impact on neighbors by affecting drainage, view, or ventilation.
5. For projects such as fences, screens, retaining walls, driveways, and house additions, the location of the project on the lot and its relation to neighboring lots is an important factor in the Committee's consideration. Applications for

such projects should include a copy of the plat or similar sketch showing the location of the project and its relation to adjoining properties and common area and pictures of the area to be changed. It is the homeowner's responsibility to ensure compliance with county code.

### **Loudoun County Permits**

Adherence to Loudoun County building and zoning codes is the responsibility of the owner. **Approval by the Committee or Board of a project does not relieve the owner from the responsibility** of obtaining building, work permits and code requirements from the Loudoun County authorities.

### **Miscellaneous Requirements**

1. The quality of materials and workmanship on any project should be equal to or better than that of the surrounding area. Committee approval includes the right of the Committee to inspect the project during installation and at completion to insure execution of the approved plan.
2. All projects will be completed as expeditiously as possible to permit the least possible annoyance or nuisance for neighbors. Project applications for major construction or alterations will include an estimated completion date.
3. Storage of materials before and during construction should be, if possible, in areas not visible from the street and should not create hazards.

### **Garages and Carports**

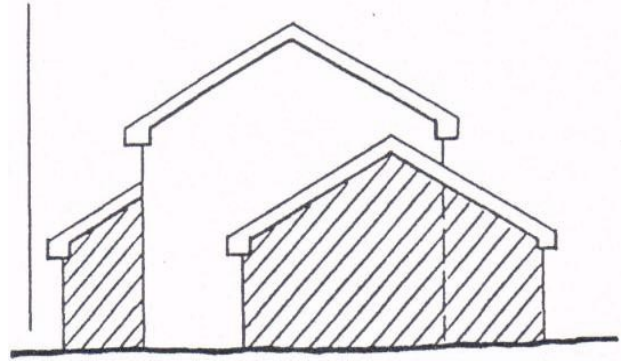
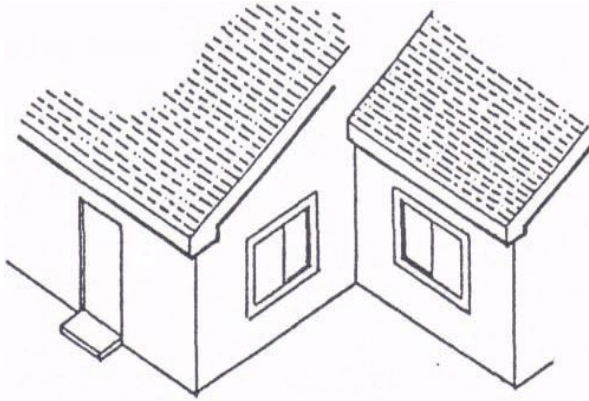
1. Detached garages and carports shall relate appropriately to the house and its environs. Specific site and design considerations will be evaluated on their individual merits.
2. Garage doors shall be straightforward and without ornamentation, must be style \d the same (Paneled) and with or without windows.
3. Roof construction and ridgelines shall relate to those of the applicant's house.

### **Greenhouses**

Greenhouses shall be attached to the rear of the house, although in special instances side yard locations will be given consideration. The greenhouse shall maintain a continuity of building lines, materials, etc., with the primary structure.

### **Additional Rooms**

Major features of the house, such as vertical and horizontal lines, projections, and trim details, shall be reflected in the design of the addition.



Roof slope, siding, bricks, trim and all other materials on additions should match existing construction materials.

Care must be exercised in any drainage changes.

### **Porches**

1. Screens shall match the color of existing window and door screens.
2. Screened porches will be considered for the back of the house and as part of a deck.
  - a. Screened porches will follow all guidelines as outlined for decks.
  - b. Screened porches will follow all guidelines outlined for an addition.
  - c. Screened porches will follow Loudoun County Building Code.

### **Close Line**

Clotheslines must be demountable, screened from view and taken down when not in use. Clothing, laundry, and wash should not be aired or dried except in rear yards where reasonable effort will be made to screen its being seen from the streets.

### **Decks**

Decks are an extension of the house and thus have significant impact on its appearance. All deck applications are to include dimensions and height of deck. All decks must meet Loudoun County building codes. Decks may also affect the privacy of adjacent



properties and all of these factors are weighted heavily in the review of any application. Also to be considered:

1. Modifications to existing decks shall provide continuity in detailing, such as material, color, and the design of railings and trim.
2. Deck configurations shall relate to the plan outline and window and door openings of the house where possible.
3. Approvals of other exterior modifications, such as new exterior door locations that are a part of the deck application, are contingent upon completion of the deck.
4. Privacy of adjacent homes shall be considered when planning decks.
5. Cantilevering and/or planting shall be provided at post foundations and on low decks to screen other structural elements and to soften visual impact.
6. Shadow patterns created by decks shall be considered both as they affect the use of outdoor space and as they affect grass and plant material.

### **Material and Color**

Decks shall be compatible in materials and color with the applicant's house. In many cases, wood left to weather naturally is an acceptable option.

### **Location**

Decks are primarily to be located in the rear of the yard. However, other locations will be evaluated according to their respective merits.

### **Application for Deck**

Application to the ACC should include:

1. Site plan showing dimensions and relation to applicant's house, adjacent houses, and property lines.
2. Description of materials, including color and proposed plantings.
3. If applicable, sketch or photograph showing, in elevation or perspective, the relation to the applicant's house and adjacent houses.

4. Details of railings, posts, stairs, steps, benches, and other details as required to clearly describing proposal.
5. Details of changes to windows and doors if applicable
6. Estimated completion date.

### **Under Deck Storage**

1. When using the under deck area for informal storage, the impact on neighbors must be kept in mind.
2. Storage must be maintained so as to present a neat, uncluttered appearance. Under deck storage is discouraged, but storage of seasonal items more then likely will be allowed.
3. Acceptable items to be stored are at the discretion of the Board of Directors and/or Architectural Control Committee.
4. Special screening or landscaping will be required.

### **Entrance Walks and Replacement**

The pavement composition for a new walk leading to a entrance shall be in keeping with the materials in adjacent walks and/or the architecture of the building it will serve. If a material is proposed which does not appear in the building being served or in the adjacent pavements, review of the pavement plan by the ACC will be required.

Replacement of entrance walk materials for aesthetic or maintenance reasons will generally be reviewed favorably if they fall within the requirements set forth above.

Where repair of the existing pavement is required, the new patched area shall match the adjacent pavement material and color and be installed to form a smooth continuous surface which will allow the runoff to storm water without ponding.

### **Fencing**

Fences have traditionally been used as a physical and visual separation of two pieces of property, a notification that here one person's land begins and another's ends. This tradition continues, but as today's landscape and living styles change, so do the use, location, and design of fences. Fencing is used to separate property, provide security and visual privacy, or architecturally define space. In achieving any of these goals, a barrier is created which has both visual and physical impact on the boundaries of common land and properties of adjacent homeowners. Careful consideration should be given to the basic fencing concept and the manner in which the concept is executed.

It is usually attractive and desirable to visually extend properties beyond the property lines. This should be kept in mind when considering fencing, which by its very nature tends to physically define and separate areas and makes yards appear smaller. There are alternatives to fencing that may achieve the desired objectives. For example, short segments of privacy fence may be combined with landscaping to achieve the desired screening without a severe impact on others. The use of plant materials alone can be an alternative.

Fencing should be compatible with the applicant's house, but it should also be appropriate for its intended purpose. For example, a "privacy fence" has different design considerations than a fence, which is used to define property boundaries.

Listed below are suggestions, which may be helpful in selecting a fence style, related to the primary fencing needs:

1. Property Separation – Where the homeowner's goal is property separation, not privacy, an "open" fence is appropriate. Open fences provide visual definition of property boundaries without obstructing views. However, in light of the open space concept, such fences should be used only where necessary.
2. Security – Many homeowners wish to restrict children or pets to or from their property. Security fences where privacy is not a factor can be the "open" type. Property line fences should not be counted on to provide security for dogs.
3. Privacy – While fencing can be used to create private outdoor spaces, homeowners should also consider ventilation, solid or board on board will not be approved. A private space with no cooling breezes on a summer afternoon can be unpleasant. To avoid this, the homeowner might choose from several fencing designs depending on the amount of privacy desired. A spaced board fence is "semi-open" and allows natural ventilation while affording varying degrees of privacy dependent on the size of the boards and spaces between them. More privacy may be obtained, while still allowing ventilation, by the use of a board on board fence.
4. The height of the fence, the topography of the land and the relative distance of an observer affect both the amount of privacy afforded by a fence and its degree of visual impact. Extending privacy fencing farther from the patio does not necessarily increase privacy, and can adversely affect the concept of open space. Therefore, the extension of privacy fencing beyond the patio areas to be protected can be restricted.
5. Fence height should not be greater than 6 feet, height restrictions and setbacks depend on lot location and other factors, an application must be submitted. The



corner and the height and design of fences should generally conform to other fencing in the area. It is the home owner responsibility to ensure the sheds are in compliance with county code. See Attachment 1.

### **Style**

Fencing must be of an “open” type i.e. split rail, paddock, open space picket or similar design. Solid fencing, i.e. a “stockade” type of fence will not be approved. Chain link fencing and barbed wire fences are never acceptable and woven plastic and/or woven wire fences are unacceptable.

### **Material**

Sealed, stainable wood or a wood composite such as “Trex” are the preferred materials. While vinyl or vinyl clad fencing is becoming more common, it will be considered on a case- by-case basis. Chain link, wrought iron, or a material visually similar to wrought iron is not permitted. Masonry may be part of a fence design but must match any masonry used in the applicant’s house. Masonry pillars may not exceed the height of the fence and must be of an appropriate size and scale in relation to the fence.

1. The tops of most fences, except certain low, open types, such as split-rail, should be maintained horizontal. If the ground slopes, the fence should be stepped. The bottom of the fence should be no more than 6" to 12" above grade at any point, depending on fence type. Vertical members should be trimmed down to correspond to fence height.
2. Gates should match fencing in design, color, material, and height.
3. Fencing which is finished on one side only must be constructed with the finished side facing out.
4. Long lengths of continuous solid fencing will generally not be approved, “Long” is a function of the size of the property.

### **Location**

Applications must show the proposed fence's exact relationship with the property line and be in compliance with Loudoun County Guidelines.

An applicant's fence shall not extend forward of a straight line drawn from the nearest front corner of each adjacent residence to the nearest front corner of the applicant's residence.

Where the above-mentioned line passes through a residence, the line will terminate at the nearest rear corner of said residence.

In keeping with the above-mentioned guidelines, the general policy of the Board is to keep fencing from obstructing an adjacent home's view of the street any more than the applicant's home restricts that view. For examples of the application of the above paragraph, see attachment 1.

### **Professional Offices**

No residences shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose; provided, however, that an owner may maintain an office or home business in the dwelling constructed on such owner's lot if:

1. Such office or business generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business.
2. No equipment or other items related to the business are to be stored, parked or otherwise kept on such owner's lot outside of the home. Only in an enclosure approved by the Board of Directors and/or Architectural Control Committee.
3. Use of such office is limited to the persons occupying the lot.
4. No exterior signage is displayed.
5. Such owner has obtained approvals for such use as may be required by the appropriate local governmental agencies.

Any homeowner wishing to report or initiate an investigation into an alleged zoning violation should contact the Loudoun County Department of Building and Development Zoning Office for more information and report suspect violators to the Board of Directors and/or Architectural Control Committee.

Once notified, the association staff will investigate to the extent practical and take appropriate action including notifying appropriate Loudoun County authorities.

### **Gutters and Downspouts**

Gutters and downspouts should match those existing in color, design, and must not adversely affect drainage or adjacent properties.

### **Mailbox**

Mailboxes are a functional necessity, not a decorative item. Since they are usually in a very visible location, they should be straightforward in design, mounted on simple wood posts. The mailbox must be unobtrusive, should be located so as not to obstruct any traffic sight lines and blend with all other mailboxes so as not to be visually distracting. Mailbox posts must be constructed of wood and from the ground to the bottom of the mailbox at least 36 inches. All postal boxes must meet postal regulations. No application is required if replacing mailbox or post with similar style and material.

## **EXTERIOR**

### **Painting**

Repainting or staining to match original colors is not subject to the approval process. Color changes apply not only to house siding, but also to doors, shutters, trim, roofing, and other appurtenant structures.

### **Maintenance**

As the Spring Grove Farm community and homes become older, residents are responsible for maintaining the exterior of their dwellings and any other structures on their lots, such as decks, fences, sheds and playground type equipment. Spring Grove Farm homeowners are expected to maintain their home to community architectural standards, guidelines and in good condition.

Property ownership includes the responsibility for maintenance of all structures and grounds, which are a part of the property. This includes, but is not limited to items such as mowing grass, removal of trash, and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood, and in some cases, safety.

While it is difficult to provide precise criteria for what the Association deems as unacceptable condition, the following **are examples** that would be considered a violation of the architectural guidelines:

1. Peeling paint on exterior trim.
2. Missing or deteriorating shutters.
3. Missing or damaged window(s), window screen(s) and door screen(s).
4. Damaged mailboxes, or mailboxes and/or stands in need of repainting.



5. Visible playground equipment which is either broken or in need of repainting.
6. Deteriorating fences, decks, or porch railings with either broken or missing parts or parts in need of re-staining or painting.
7. Sheds with broken doors or in need of painting or other types of repair.
8. Concrete or masonry block foundations in need of repair / paint
9. Open storage/accumulation of assorted personal use items such as; seasonal recreational equipment, household furnishings, tools and equipment, power equipment etc., in areas visible to neighboring properties.
10. Lawn care adds value to the community and homeowners are responsible for mowing and trimming of grass at regular intervals, a maximum height of six (6) inches is deemed appropriate.
  - Lawn should be maintained with grass and minimal weeds
  - Sidewalks, curbs and driveways will be trimmed
  - Bushes / shrubbery neatly shaped
  - Dead bushes, trees and shrubs to be need approval to be removed and replaced
  - Leaves removed from yard and gutters

Most residents, undoubtedly, would not allow any of the above conditions to exist, as residents/owners seek to preserve and protect their investment in their homes and to limit their personal liability by keeping all improvements on their lots in good condition.

### **MINOR EXTERIOR ALTERATIONS**

There are numerous exterior modifications of smaller scale than the previously noted items, which may still require ACC approval. The same basic principles of compatibility of scale, materials, and color apply. Consideration must also be given to impact on neighboring properties.

Those alterations requiring that the homeowner make application to the ACC include but not limited the following:

#### **Attic Ventilators and Air Conditioning Units**

Attic ventilators or other mechanical apparatus requiring penetration of the roof shall be as small as functionally possible and should be painted to match the roof. They shall be located on the least visible side of the roof and shall not extend above the roofline.

No window air conditioning units are allowed to be extending from windows unless approved by the Board of Directors and/or Architectural Control Committee.

### **Permanent Barbeques**

Permanent barbecues shall not be a dominant feature on the landscape and shall be located so they will blend as much as possible with the natural background. Supplemental planting should be provided to soften the visual impact of the barbecue, particularly when little or no natural background is available.

### **Freestanding Flagpoles for Displaying the Flag of the United States**

1. Several manufacturers sell “non-commercial” gauge flagpole kits for residential lots. Flagpole should be telescopic in style to allow adjustment for raising and lowering. The pole should be constructed of stainless steel, aluminum, or other strong, weatherproofed metal alloy. Extended height from base level shall not exceed 20 feet.
2. Flagpole kits are sold with general instructions for setting the base in concrete at ground level and ensuring proper alignment. Design for base construction should be sound, simple, and not overly elaborate or distracting in use of materials or colors (for example, no memorials, shrines, or any other structure rising above ground level).
3. Permanent flagpoles shall only be used to display the Flag of the United States of America in standard size no larger than 5 x 3 ½ feet.
4. Federal regulations for flying the US Flag at night from a permanent flagpole require appropriate illumination on the flag. In the absence of illumination, the US Flag shall not be displayed during hours of darkness.
5. The US Flag should remain in good repair and shall be replaced when faded or tattered. Similarly, the flagpole itself may require refurbishment after several years of exposure to the elements. Approval of an application for flagpole on a lot and the lot owner’s subsequent installation of the flagpole structure on the lot shall be deemed to constitute the lot owner’s agreement, enforceable at law or in equity by the Association, to maintain the flagpole in an attractive and serviceable condition.

### **Other Exterior Objects**

Approval will be required for all exterior decorative objects exceeding 5’x2’x5’, including natural and man-made. Decorative objects will be considered based on their size, color, scale, appropriateness with the surrounding area, and their visual impact of adjoining lots and open space. Exterior decorative objects include such representative items as bird baths, wagon wheels, sculptures, fountains, pools, stumps, driftwood piles, free standing poles of any type, and items attached to approved structures.

### **MAJOR EXTERIOR ALTERATIONS**

Major building alterations include, but are not limited to, construction of driveways, carports, garages, porches, greenhouses, rooms, and other additions to a house.

1. The proposed structure must be compatible with the original structure and in keeping with the lot size.
2. The design of major alterations shall be compatible in scale, materials and color with the applicant's house and adjacent houses.
3. The location of major alterations shall not impair the views or the amount of sunlight and natural ventilation reaching adjacent properties.
4. New pitched roofs shall match the slope of the roof on the applicant's house, or meet a 3:12 pitch. If a 3:12 pitch is not possible then new structure must have a gable roof type tied in perpendicular to existing house.
5. New and replacement windows and doors shall match the type used in the existing house and should be located in a manner which will relate well with the location of exterior openings in the existing house.
6. Extending basements windows will not be approved.
7. If grids were part of the window, but have broken over time, in replacing windows. Best practice, ask before replacing windows.
8. If changes in grade or other conditions that will affect drainage are anticipated, they must be indicated. Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.
9. Excess material and debris shall be immediately removed after completion of construction.

### **Patios and Ground Level Decks**

Patios provide a means for ground level extensions of indoor space with less visual impact than elevated decks. When a patio or deck schemes include extensions other exterior changes may be necessary such as; fencing, decks, lights, plantings, etc. Please refer to other appropriate sections of these guidelines prior to application.

### **Location of Patios**

Patios shall be located in rear yards only.

### **Materials and Color**

Materials should have natural weathering qualities such as brick, wood, stone, and concrete.

### **Drainage**

If any change in grade or other conditions that will affect drainage are anticipated, and then such possible condition must be indicated on the application. Any changes that divert surface water to adjoining lots or common ground or otherwise change drainage patterns will ordinarily not be approved. Also, approval will be denied if adjoining properties are adversely affected. Affected homeowners must be consulted before submission and approval.

### **Shutters**

Shutters, which are added or replaced to a house, shall be compatible with the style of the house and the community. Shutters shall be of proper proportions to match the window to which they relate. Colors shall be compatible with the colors of the house and neighborhood.

### **Signs**

With the exception of signs advertising the sale or rental of property (and then only one sign per lot), no sign shall be erected on any property.

### **Storage Sheds**

Storage shed may serve to conceal cluttering objects such as garden tools, trashcans, bicycles, etc. However, if not well planned and maintained, sheds may become neighborhood eyesores. Location of sheds shall be located in rear yards only. It is the home owner responsibility to ensure the sheds are in compliance with county code.

### **Materials and Colors of Sheds**

Materials and color shall match or generally be compatible with the house or fence to which it is most visually related or physically attached. In most instances, this includes matching major materials such as siding and roofing, and dominant colors and construction details such as trim and pitch of roof.

### **Size of Sheds**

While sheds must provide sufficient volume for their intended use, they must be of a size which is appropriate for the size of the property and which is architecturally compatible with the applicant's house and with adjacent houses.



## **Sun Control Devices**

Canvas and metal awnings are unacceptable.

## **Woodpiles**

Woodpiles should be restricted to the backyard, neatly stacked and should not exceed a height of four (4) feet. Consideration should be given to the effect that woodpiles will have on views from neighboring houses. If no natural screening is available, appropriate landscaping should be considered. Firewood should not be stacked forward of the front corners of the house.

## **Retaining Walls**

Retaining walls that divert surface water to adjoining lots or common ground or otherwise substantially change drainage patterns will ordinarily not be approved.

For retaining walls higher than three feet, the Committee will require the applicant to provide a professional's written assurance of the wall's stability and structural adequacy.

## **Swimming Pools**

In addition to meeting Loudoun County requirements for pool security fences, the applicant's plan for the fence must be architecturally acceptable to the Committee. Above grade pools exceeding 18" above grade will rarely, if ever be approved.

## **Hot Tubs/Spas And Jacuzzis**

As with swimming pools, applications for installation of hot tubs, spas, etc. must be submitted to the Architectural Control Committee well in advance of planned installation/construction. The application must contain complete descriptions, dimensions and proposed location with the following requirements:

1. Hot tubs and Jacuzzis should be incorporated into an existing/planned deck or patio.
2. Privacy fencing and/or year-round landscaping must be provided as screening from adjacent properties and from the street.
3. Free standing hot tubs and Jacuzzis are generally discouraged; however, they may be allowed when appropriate screening is provided.

## **Solar Energy Devices**

Solar energy devices will be considered not only on the basis of efficiency and economy, but also on aesthetics as well.

### **Placement of Solar Devices**

Solar collectors should be placed so as to cause minimum visual impact on surrounding residences. Unless major considerations of shade prevent it, collectors should be placed on the rear roof of a home. Collectors should be centered laterally on the highest roof area and located near the ridgeline. Collectors should be far enough from the ridgeline so that they do not protrude above the house outline when viewed from adjacent properties. Collectors should be parallel to roof edges. Multiple collectors should be of the same size, shape and placed together to avoid gaps between individual panels. The collector surface should be parallel to the roof (flat against) and as close as mounting hardware permits. Pipes, wires and mounting hardware must not be obtrusive. Collectors must be sized so as not to dominate the roof area where they are placed. Large collector systems must be given special treatment to integrate them into the surface of the roof.

### **Appearance**

Collector frames, piping and mounting hardware should match the roof tone. The color should be as close to that of the roof as possible. Generally, collectors not mounted on roof areas will not be considered.

Application for Solar Panels Applications to the ACC should include:

1. Site plan showing relation to adjacent houses and roads.
2. Roof plan showing all roof areas, placement and dimensions of collectors, mounting hardware and piping.
3. Photograph of solar collectors showing colors of materials and roof color.

### **Expanding Driveways and Patios**

Extending, widening, or re-routing of existing driveways requires Committee approval before work is started. Generally, only hard-stabilized surfaces, such as asphalt or concrete will be approved. Since most homes in Spring Grove Farm have concrete driveways, this would be the material of choice. Materials other than these will be considered if they are compatible with the surroundings.

When constructing, replacing, extending, widening, or re-routing of existing driveways matching material must be used. Reasonable extensions and widening of driveways

will ordinarily be approved provided drainage patterns are not changed to affect neighboring lots.

If a patio is being considered or expanded, attention should be given to making ground level surfaces of porous materials or providing mulched beds that will absorb runoff from impervious deck or patio areas. Reasonable extensions and widening of patios will ordinarily be approved provided drainage patterns are not changed to affect neighboring lots. Patios and extensions must comply with Loudoun County Building Codes.

### **Chimney and Metal Flues**

Chimneys must be masonry or enclosed in the same material as the exterior of the building. Commercial chimney caps may be installed.

### **Exterior Antennas**

The following types of antennas will be permitted:

Exterior antennas of any type and for any purpose must be approved before installation. Exterior antennas generally will not be approved. In those unusual cases where an exterior antenna is required and its installation is approved, the following requirements should be met.

1. The antenna should be firmly anchored, as inconspicuously as possible, on the lower rear slope of the roof.
2. Antenna masts should not extend above the roof ridge and should be constructed of galvanized steel.
3. Antenna booms should not exceed 12 feet in length.
4. Straps and other fastenings should be of non-corrosive material.

Direct Broadcast Satellite (DBS) Receive Only (RO) satellite dishes and antennas to receive multi-channel multipoint distribution (wireless cable) signals (MMDS) if/when such systems are available. Generally, such antennas are restricted to a maximum of one meter (approx. 39.37 inches) in diameter or diagonal measurement.

Satellite dishes and antennas are to be installed with consideration to minimize the impact on the existing architectural plan of the community. Dish receivers should be located on the back of the roof and below the roof peak, safely away from electrical lines and other utilities. This includes not attached to the house, chimney or porch unless absolutely necessary, if located at ground level, the receiver should not be located such as to obscure safe visibility to pedestrians or vehicular traffic. Ground level installations should be screened with landscaping and cables buried in a location cleared by "Miss Utility" and off of utility easements, if possible.

An application is not required for antenna dishes if the antenna is less than one meter (39.37”) in diameter. Installation of satellite dishes or antennas over one meter must be submitted to the Architectural Committee for approval, as well as County approval, as required.

### **Parking of Motor Homes, Mobile Homes, Camping Trailers, Cargo Trailers, Boats and Related Equipment**

Permanent or temporary (other than overnight) parking or storage of motor homes, mobile homes, trailers, and boats, and related equipment outside the garage or house of any homeowner requires the prior approval of the Committee. The Association prohibits parking or storage on its common areas.

Where application is made for such exterior storage, it should be accompanied by a plan for screening the item from view from any of the streets and neighboring lots. As screening and fencing is limited to a height of six feet above grade, applications for storage of equipment exceeding six feet in height will ordinarily not be approved. In the case of trailer-borne equipment, for example such as boats, this six-foot height limitation includes the heights of the trailer and equipment.

Storage locations and screening plans will be carefully assessed by the Committee and as to the effect upon neighboring lots.

### **Parking / Storage of Inoperative and Junk Vehicles and Parking On Lawns**

Lots and driveways should not be used for storage of inoperative vehicles or major repair or rebuilding of vehicles for more than 72 hours. This in no way precludes homeowners from using their driveways for routine maintenance and minor repair of their vehicle. Vehicles which are not currently registered in the county, state or state inspected are considered inoperative and not allowed to be stored on the property.

No cars or other motorized vehicles are permitted to be parked, to have routine maintenance performed or repairs, on lawns within the community.

### **Parking Rules**

1. Any bus, taxi cab, boat, trailer, mobile home, motor home or other camper of any type is prohibited from parking in open view within the Community and may be towed after seventy-two (72) hours' notice.
2. Any vehicle which exceeds seven (7) feet-six (6) inches in height, six (6) feet-eight (8) inches in width or eighteen (18) feet-six (6) inches in length is prohibited from



parking in open view within the Community and may be towed after seventy-two (72) hours' notice.

3. Any vehicle which could not normally be used for daily transportation or is not licensed for use on the roads or highways of Virginia is prohibited from parking in open view within the Community and may be towed after seventy-two (72) hours' notice.
4. Any vehicle that has commercial signs or advertising or visible commercial equipment is prohibited from parking in open view within the Community and may be towed after seventy-two (72) hours' notice. Signs must be covered by a flexible magnetic cover which is the same color as the vehicle.
5. Any inoperable vehicle is prohibited from parking in open view within the Community and may be towed after seventy-two (72) hours' notice. Any vehicle which does not display current license plates or state inspection or county stickers may be considered inoperable. The inoperable vehicle cannot just be covered but must be properly stored, ie in the garage or at a proper storage facility.
6. All expenses of towing to include vehicle storage will be the sole responsibility of the vehicle's rightful owner.
7. Home owners and residents are responsible for ensuring that their visitors or guests are made fully aware of all parking restrictions and regulations.

### **Play Equipment**

Children's play equipment such as; sandboxes, swings, slides, playhouses and tents do not require approval of the Committee as the Association has conferred that such equipment is not located forward of the rear house line and is not visible from the street or public right-of-way. Play equipment will generally not be approved if located forward of the rear line of the house. The HOA may require playground equipment be removed prior to sale.

### **Landscaping and Planting**

In general, landscaping and planting do not constitute structures as defined by the covenants and hence do not require the approval of the Committee. Conspicuous fruit and vegetable gardens should be restricted to rear yards and should not be visible from the streets. Corner lots generally require screening of gardens and approval by the Committee.

The cutting down or removal of small trees and shrubs is highly discouraged. Live trees over four inches in diameter as measured two feet above ground may not be cut or removed without approval and usually are expected to be replaced.

Trees, hedges, and shrubs are to be properly maintained and not allowed to become overgrown and unkempt. Removal of bushes and hedges without approval and usually are expected to be replaced. Landscaping that restricts sight lines for traffic, for safety considerations, should be cut back or removed.

### **Miscellaneous**

Exterior lighting should not be directed in such a manner as to create an annoyance to neighbors.

Trash and garbage containers should not be in public view except on days of collection or the night before.

### **Committee or Board Member Advice**

***All members of the Committee and Board members are available to advise applicants as to the appropriateness of proposed projects. Such advice, however, shall not be construed as permission to proceed with the project.***

### **Amendments**

NA

### **ASSOCIATION FORMAL COMPLAINT PROCEDURES** **(For resolving certain complaints from members and others)**

**WHEREAS**, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board (“CICB”) has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners’ associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

**WHEREAS**, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** Section B Spring Grove Farm Homeowners Association (the “Association”), acting through its Board of Directors (the “Board”), hereby adopts and establishes the following CICB-mandated Association complaint procedure **for handling written complaints concerning actions or**

**inactions allegedly inconsistent with state laws and regulations governing common interest communities:**

A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.

B. **Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction, or decision of the Association is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Attachment A) in order to trigger the formal procedures described below. If the individual wishes to avoid triggering these formal procedures, then the individual should submit his or her questions, concerns, or issues to the Board without using the attached form.

1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result, or resolution that it requests. The individual submitting the Complaint Form (the "Complainant") must provide a reference in the Complaint to the law or regulation that has allegedly been violated. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available on the Association website.

C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed, and dated Complaint (including the Complaint Form and all attachments thereto) shall be mailed at the following address or email [ACC.SGFHOA@gmail.com](mailto:ACC.SGFHOA@gmail.com) or to:

Board of Directors  
Section B Spring Grove Farm Homeowners Association  
P.O. Box 522  
Sterling, Virginia 20167

D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him or her by electronic transmission. The Board shall retain in the Association's records proof of the mailing,

delivery or electronic transmission of the acknowledgments and notices per Section H below.

E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Secretary and / or Architectural Control Committee shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. Incomplete Complaint. If it appears to the Secretary and / or Architectural Control Committee that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he or she will need to submit a corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. Forwarding to the Board. If it appears to the Secretary and / or Architectural Control Committee that the submitted complaint includes the required minimum information and the Architectural Control Committee cannot resolve the complaint, then the Secretary and / or Architectural Control Committee shall present the Board with a copy of the Complaint for consideration at its next regular meeting.

F. **Formal Action – Consideration of Complaint by Board.** All completed, signed, and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. Meeting at which Complaint will be Considered. Complaints will be considered by the Board and / or Architectural Control Committee meeting or at a regular or special Board meeting held within 60 days from the date on which the Complaint was forwarded to the Board for consideration.
2. Notice to the Complainant. If such complaint is brought before the Board, then at least ten (10) days prior to the Board meeting at which the Complaint will be considered, the Secretary or designate shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section E above.
3. Board's Decision on Complaint. The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
  - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final



determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 10 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Secretary for forwarding to the Board; or

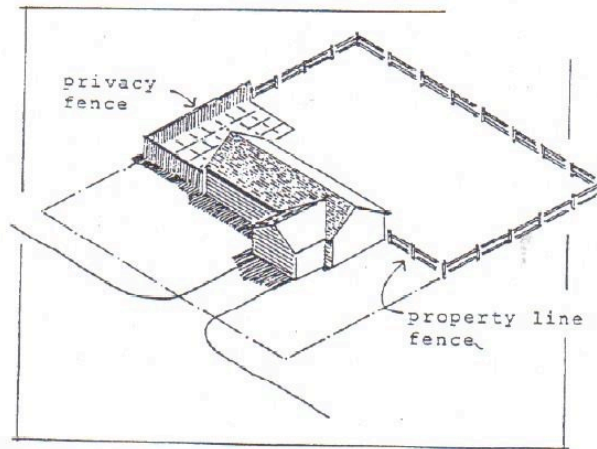
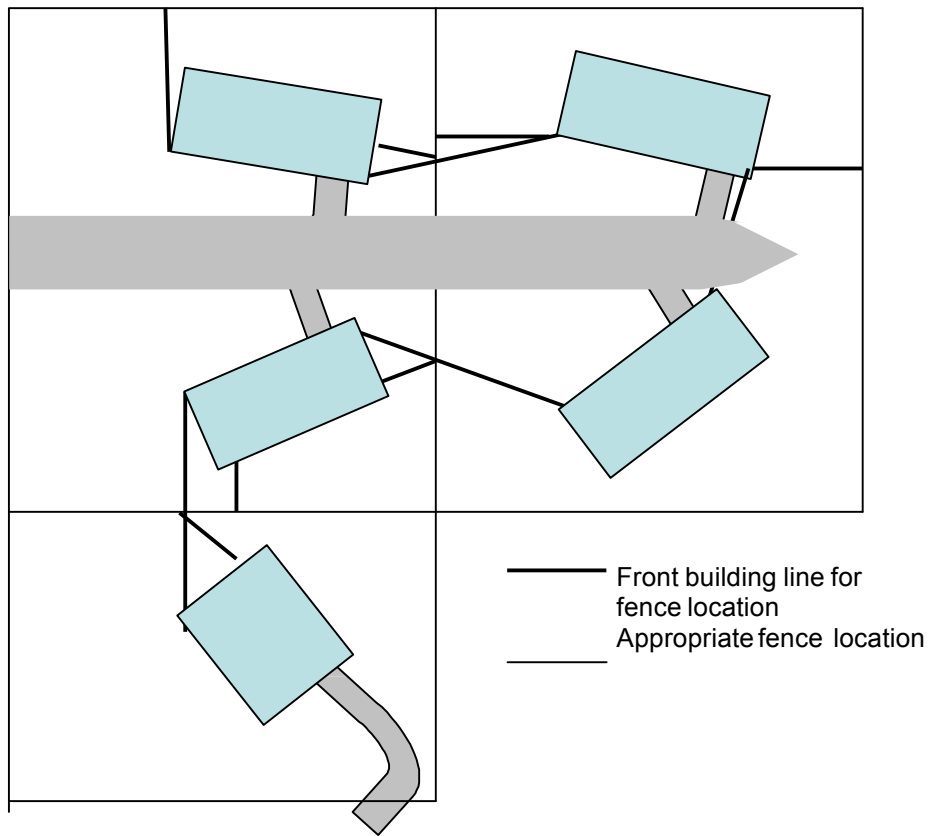
- (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Board. No appeal process is available; the Board's rendered decision is final.

G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Secretary shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and shall include

1. Specific citations to applicable provisions of the Association's governing documents, or laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

Attachment 1



## Changes to Exterior Appearance

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**Obtain approval in advance for any change to the exterior appearance of your property.**

Our Architectural Standards maintain the appeal of our neighborhood, enhancing our enjoyment as residents, and increasing the property values of our homes.

Obtain approval before starting work on any change to the exterior appearance of your property, including the following examples:

- Roofing, siding, windows, doors
- Mailbox, fence, deck, patio, shed
- Trees, landscape features
- Painting a different color

Prepare an application describing your proposed change. Include photographs, sketches, drawings, and specific details. Attach additional pages as necessary.

The form is included in the Spring Grove Farm homeowner package you received when you bought your home. Forms are also available on the HOA website Documents page: <http://www.springgrovefarm.org/forms.php> along with the Architectural Standards.

Submit your application to the Architectural Committee by one of the following:

- Email the Committee [acc.sgfhwa@gmail.com](mailto:acc.sgfhwa@gmail.com)
- Mail to Spring Grove Farm ACC, P.O. Box 522, Sterling, VA 20167-0522

Use a traceable delivery method that allows you to confirm the receipt of your package at the intended destination. The traceable delivery method you use must be able to deliver to a P.O. Box address.

If you make changes without obtaining prior approval from the HOA Board of Directors, you may be required to reverse the changes at your expense to restore the property to its previous condition.

Don't run the risk of an expensive mistake. Obtain prior approval to ensure your planned change conforms to the Architectural Standards established to maintain the visual appeal of our neighborhood.

Please contact the Architectural Committee [acc.sgfhwa@gmail.com](mailto:acc.sgfhwa@gmail.com) or the Board of Directors [springgrovefarm@gmail.com](mailto:springgrovefarm@gmail.com) if you have questions.

# Exterior Improvement Application

Applicant Name					Date	
Applicant Address					Lot Number	
Phone #	H		W		C	
Email				Preferred Contact		

Description of Request – Attach Additional Information as Needed	
Estimated Date of Completion	

**Acknowledgment** of two Property Owners who are most affected because they are adjacent and/or have a view of the proposed change. Owner signature does not indicate approval or disapproval but merely indicates awareness of the applicant's intent. If you have any CONCERNS with this application, please contact the Architectural Committee or HOA Board.

Name		Date	
Address		Lot Number	
Name		Date	
Address		Lot Number	

I have read and acknowledge all of the attached rules, regulations, and instructions that govern the procedures necessary for undertaking any addition and/or alteration to my property.

Owner(s) Signature		Date	
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	Received			
	Approved			
	Disapproved			
	HOA Officer Signature	Title	Date	
Notes				



# Instructions

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The current Architectural Standards are posted on the Spring Grove Farm HOA website, <http://www.springgrovefarm.org>. You may request additional copies by writing to P.O. Box 522, Sterling, VA 20167. Refer to the Architectural Standards for detailed instructions and design suggestions. Refer to the section of the Architectural Standards dealing with the type of project you are proposing. In addition to this application, you may need to submit the following:

- (1) Full details of purpose and/or reason for improvement.
- (2) Legal Site (Plat) plan with location of improvement drawn to scale. Note distance from property lines. Show relationship of improvement to neighboring homes and/or open areas. For fence applications, applicant must show the location of all homes adjoining the fence.
- (3) Drawings and/or illustrations showing design of proposed improvement.
- (4) Scale drawing or architectural plan showing exact dimensions of improvement.
- (5) Type of wood or other materials to be used.
- (6) Color, i.e., natural, stain, or paint (if paint, include color samples if applicable).
- (7) Grading plan, if changes in grade or other conditions affecting drainage are anticipated, i.e., concrete patios, brick patios. (Generally, approval will be denied if adjoining properties are adversely affected by changes in drainage.
- (8) Landscaping plan (optional).
- (9) Written agreement and signature of affected lot owner if improvement falls on property line.
- (10) If mailing please submit two copies of the completed form to the Architectural Committee Spring Grove Farm, Architectural Control Committee, P.O. Box 522, Sterling, VA 20167-0522.
- (11) If email The Exterior Improvement Application may also be submitted to the Architectural Committee at [acc.sgfhoa@gmail.com](mailto:acc.sgfhoa@gmail.com) or to the Board of Directors at [springgrovefarm@gmail.com](mailto:springgrovefarm@gmail.com).
- (12) Retain a copy of the completed form for your records.

## Notes:

- (1) I understand that construction of certain major projects requires that I obtain a permit from Loudoun County. Applications to, and approval of, a project by the Architectural Control Committee (ACC) does not affect or alter that requirement.
- (2) I understand that an aggrieved party has ten (10) days from the date of the ACC's decision on an application to file an appeal with the Board of Directors. Construction by the applicant during this appeal period is at the applicant's own risk.
- (3) I understand that any construction activity undertaken prior to ACC approval 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, and that I may be required to pay all legal expenses incurred.
- (4) I understand that members of the ACC are permitted to enter my property to make reasonable inspection of proposed construction locations.
- (5) The alteration authority granted by this application will be revoked automatically if the alteration requested has not commenced within six months of the approval date of this application and/or has not been substantially completed within twelve (12) months.
- (6) I understand that any approval is contingent upon construction or alteration being completed in a workman-like manner.
- (7) I understand that if I disagree with the ruling, an appeal may be made in writing to the Board of Directors.

# Spring Grove Farm ACC Complaint Form

Today's Date		Date Received by HOA/ACC	
Name		Phone No.	
Address		Email	
Address of Concern		Preferred method of contact	

## *Landscaping/ Property*

<b>Yard maintenance</b> (please explain)	
<b>Visible debris or junk</b> (please explain)	

## *Structure/Fence*

<b>Issue</b> (please explain)	
<b>Item in need of repair</b> (please explain)	
<b>Other Issues</b> (please explain)	

## *Parking Violations*

### *Automobile/Trailers*

<b>Commercial Vehicle:</b>	<input type="checkbox"/>	<b>Recreational Trailer:</b>	<input type="checkbox"/>	<b>Boat:</b>	<input type="checkbox"/>
<b>Make:</b>	<b>Model:</b>	<b>State:</b>	<b>Plate Number:</b>	<b>Date Cited:</b>	<b>Time Cited:</b>

**Address:**

**Concerns:**

**Other:**

**Additional Comments:**