

EVERMAY COMMUNITY ASSOCIATION



INFORMATION HANDBOOK

September 2020*

Prepared by the
EVERMAY COMMUNITY ASSOCIATION
For the Exclusive Use of Its Members

* This handbook was updated in September 2020 to include the changes made to the Special Guidelines for Interpreting Evermay Restrictive Covenants.

FOREWORD

This handbook has been prepared to assist in the orientation of new residents of Evermay to the charter, functions and activities of the Evermay Community Association (ECA) and to provide a ready reference for all residents in such areas as:

- ☐ General Information
- ☐ The Association's Bylaws and its Board of Directors
- ☐ Restrictive Covenants: what they are and how to ensure compliance in exterior home modifications.
- ☐ Management and activities of the Association

The Board of Directors of the ECA encourages all members to participate actively in the affairs of the Association and, to that end, we welcome suggestions for improvements in our community and in the activities of the Association at any time.

Board of Directors
Evermay Community Association

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GENERAL INFORMATION

- ❑ **RESTRICTIVE COVENANTS** - Ensure that you are familiar with the “Evermay Restrictive Covenants” and the “Special Guidelines for Interpreting the Evermay Restrictive Covenants,” which are included in this Handbook at pages 16-22. **Any improvement, alteration or addition to the exterior of your home, whether freestanding or permanently attached, must first be approved by the Board of Directors** (except where specifically excluded or otherwise pre-approved in the “Special Guidelines” included in this Handbook). Particular notice should be paid to areas that might be overlooked, but do require prior approval, such as fences (use of chain-link fences is prohibited) and storage sheds. An application for such approval can be found on page 23 of this Handbook.
- ❑ **CURB AREA** - When installing sprinkler systems, trees, etc., in the curb area (between the sidewalk and street) you must be aware that this area is in the State right-of-way. If this area must be disturbed for sidewalk repair, utility lines, or tree removal, the State is not responsible for damage or repair unless you have filed for a permit to install in the curb area. The maintenance (pruning) of trees in this area and their replacement, as necessary, are responsibilities of each individual homeowner. County/State Ordinance requires that limbs of **street trees must be pruned to at least six (6) feet above the ground**, and your neighbors will appreciate not having to “duck” while walking in the neighborhood.
- ❑ **TRASH REMOVAL** - Evermay residents must utilize a private service for trash removal, billed to each individual household served, since trash removal service is not provided by Fairfax County. The current contractor, used by virtually all residents, is Republic Services, telephone 703/818-8222. However, each homeowner is free to select the trash removal company of its choice and is not restricted to utilizing Republic Services. **REMINDER:** Do not store your trash receptacles, between pick-ups, where they can be viewed from the street; always place household trash in hard containers with covers, to prevent access by birds and animals; **please do not put your trash or yard debris out for pick-up (or allow your lawn service to do so) before the late afternoon or evening hours on the day before collection is scheduled.** Your neighbors will appreciate this consideration.
- ❑ **YARD MAINTENANCE** - Evermay is a beautiful neighborhood. Recognizing that residents take pride in both the appearance of their own property as well as the entire community, these tips are offered to promote a better standard of appearance. Grass should be mowed weekly, at a minimum in season. To prevent grass from growing onto the sidewalk and curb area, and to maintain a neater lawn, please edge these areas on a routine basis. When removing or spraying weeds, remember to treat the weeds/grass that grow in street or sidewalk cracks. Enhance the curb appeal of your home -- instead of hiding it with overgrown landscaping, periodically clip and prune shrubs. Over the years, shrubbery and trees in front yards can gradually reach an extent and height that restricts the openness that characterizes Evermay and violates a Restrictive Covenant. **Please take note of the Special Guideline (pages 18-19) dealing with “Front Yard Fences and Hedges.”**
- ❑ **ANIMAL CONTROL** - Proper control of animals is essential in maintaining Evermay’s livability standards. There are three key requirements, each of them backed up by Fairfax County law: (1) **no “unconstrained” dogs** (Section 41.1-2-4), (2) **no excreta left behind** dogs being walked (Section 41.1-2-6), and (3) **no nuisance barking** (Section 108-5-2). If you observe a problem with a neighbor’s pet, you can talk with your neighbor or call the police (703-691-2131) and ask that an animal control officer talk with the neighbor. The officer will not immediately issue a citation but will discuss appropriate laws with the pet owners and try to convince them to do the right thing. If all reasonable efforts fail, and you see a violation in progress, call the police non-emergency number and describe what is happening. On average, the police will respond in about 15 minutes. If they see the violation when they arrive, they can write a citation to the pet owner. Unconstrained animals will be impounded or returned to their owners if known and found, but the owner will be subject to issuance of a summons for violation of the law. Regarding barking dogs, the law applies to animals that “frequently or habitually” make noise that is plainly audible across property boundaries. The law on all these matters is perfectly clear, and the additional requirements of good neighborliness are obvious. Please cooperate.
- ❑ **TRAFFIC SAFETY** - The safety of our residents, most especially the children, should be a paramount consideration at all times. Please obey all street signs and adhere to the **speed limit of 25 mph.**

- COMMERCIAL VEHICLES - By Fairfax County Ordinance (Section 82-5-7), certain vehicles cannot be parked on residential streets, e.g., “No person shall park any motor vehicle, trailer or semitrailer on or adjacent to the highways of the County when such person parks . . . for commercial purposes” and “No person shall park any commercial vehicle on the highways of the County in areas zoned for residential use . . . except when temporarily parked pursuant to the performance of work or service at a particular location.” (Emphasis added.)
- HOME SECURITY MEASURES – Measures to help prevent burglary and vandalism that all residents are encouraged to take include the following: (1) continual vigilance for suspicious activities, (2) prompt reporting of any suspicions to the police with a request for investigation, and (3) routinely **keeping all your outside lights burning at night time**. Night lights clearly have been demonstrated to be an effective deterrent to crime in Evermay in past years.

THE EVERMAY COMMUNITY ASSOCIATION

Purpose and Structure

The official “Evermay Subdivision” consists of 159 homes in seven sections. Sections 1-6, with a total of 127 homes, are located on the Potomac School Road side; and Section 7, consisting of 32 homes, is located across Rt. 123 on Dunaway Drive. The homes in Section 7 are also included in the Dunaway Racquet Club, incorporated as such, since a common area with tennis courts lies within, and is exclusive to, this section (care and maintenance of this incorporated common area is funded by Section 7 residents and not the ECA).

The “Evermay Community” consists of the aforementioned 159 Evermay Subdivision homes plus seven homes that were constructed in a cul-de-sac at the end of Stoneham Lane. These seven homes are officially part of the neighboring Lynwood Subdivision; however, since they are physically located within Evermay, they are invited to become members of the Evermay Community Association (ECA). Thus, the Evermay Community consists of a total of 166 homes.

The ECA was formed in 1969 as a voluntary, non-profit, educational and charitable association. In its activities, the Association is non-partisan and non-sectarian. Membership in the Association is open to adult persons owning property in the Evermay Community. Upon payment of dues each household has one vote in matters submitted to the membership of the Association. The Treasurer will send bills for the dues in early January for the fiscal year that began on December 1. Non-owner residents who pay the dues are entitled to participate in all Evermay activities, but do not have voting rights.

Purposes

The principal purposes of the Association are:

- ☐ Administer and enforce the Evermay Restrictive Covenants;
- ☐ Promote the civil, educational and social welfare of residents of Evermay;
- ☐ Seek the cooperation of and cooperate with other organizations of similar purpose;
- ☐ Maintain and improve Evermay as a residential center;
- ☐ Promote public improvements; and
- ☐ Encourage community beautification.

The implementation of these purposes is accomplished by volunteer members of the Association, or contracted for, utilizing funds of the Association, in the following ways:

- ☐ Ensuring full compliance with and adherence to the spirit and explicit provisions of the Evermay Restrictive Covenants, which are legally binding on all Evermay Subdivision properties.
- ☐ Promoting the safety and security of Evermay residents and their property.
- ☐ Interfacing actively with local and regional government offices and other entities, to protect the community from any source of adverse impact.
- ☐ Establishing entrance landscaping, including seasonal flowers, and maintaining these areas plus the areas bordering Evermay along Rt. 123.
- ☐ Providing lighting for the entrance signs and expenses of maintaining the lighting.
- ☐ Monitoring the private trash collection service to ensure quality service.

- ☐ Monitoring and encouraging the proper maintenance of lawns, grounds, trees, fences, mailboxes, and general appearances of homes in Evermay.
- ☐ Monitoring street, sidewalk and sign conditions, notifying appropriate agencies for maintenance when required.
- ☐ Publishing a community telephone directory.
- ☐ Publishing periodic updates to communicate the Association's business, social activities and local events affecting our community.
- ☐ Maintaining membership on local boards, associations and *ad hoc* groups to further the welfare of Evermay residents.

Structure

The Evermay Community Association has an elected Board of Directors composed of between thirteen (13) and seventeen (17) voting members, plus the non-voting past presidents of the Association. There are five officers (President/Chairman, Vice-president, Treasurer, Secretary, and Immediate Past President) and between eight (8) and twelve (12) Directors. Officers and directors are elected at the annual meeting of the Association for two-year terms, coinciding with the fiscal year December 1 and ending on November 30.

The Board represents the ECA in all matters affecting its interests and has general supervision over, and full power to control the Association's affairs. Acts of the Board are binding on ECA unless the bylaws specifically require approval of the membership.

There are seven (7) standing (permanent) committees in the Association, whose functions are described in the By-laws:

- ☐ Activities [Social]
- ☐ Architectural Control & Land Use
- ☐ Finance and Budget
- ☐ Landscaping and Community Appearance
- ☐ Membership
- ☐ Nominating
- ☐ Potomac School

BYLAWS
Evermay Community Association
(As Amended to November 2017)

ARTICLE I - NAME

The name of the organization shall be the Evermay Community Association ("ECA"), an unincorporated, non-profit, and non-partisan association.

ARTICLE II - PURPOSE

2.1 Purpose. The primary purpose of the Association is to administer and enforce the Restrictive Covenants assigned to ECA by the developer of the Evermay Subdivision of Fairfax County, Virginia, such authority having been given by Deeds of Assignment dated January 11, 1985 (Sections 1-6) and March 24, 1987 (Section 7). The Association shall also operate for the benefit of the civic and social welfare of residents of the Evermay Community.

2.2 Definitions. The "Evermay Subdivision" is an official part of the Dranesville District of Fairfax County, consisting of 159 single family home sites, with 32 homes on the north side of Route 123 and 127 homes on the south side. The "Evermay Community," also referred to herein as "Evermay," is comprised of 166 home sites, including the 159 homes of the Evermay Subdivision and the seven homes of the Lynwood Subdivision, on Stoneham Lane, whose only means of road access is through the Evermay Subdivision.

ARTICLE III - MEMBERSHIP AND DUES

3.1 Qualifications. The membership of the ECA shall consist of adult persons owning real estate in the Evermay Community, whether or not they are currently in residence ("Membership"). Any adult member of such a household in good standing who currently resides in Evermay may serve on the Board of Directors ("Board") and committees. "Good Standing" means that the household's ECA dues for the current year have been paid. Each household in Good Standing shall have one vote in any matter before the ECA Membership made the subject of a vote; however, only a person owning real estate in the Evermay Subdivision shall participate in any votes by the Board or the Membership regarding the Evermay Subdivision's Restrictive Covenants.

Any member of the ECA in Good Standing may attend meetings of the Board or committees and may comment or express views relative to the business on the floor. A presentation to the Board or a committee requires advance request to and approval by the president.

Any adult person residing in the Evermay Community but not eligible for Membership, e.g., a non-owner occupant, may pay an annual fee equal to annual dues and receive copies of all mailings and notices from ECA. These individuals do not have any membership or voting rights in the ECA; however, they may attend and be heard at the annual meeting of the Membership and participate in any ECA social activities.

3.2 Annual Dues. The Board shall determine the annual dues with approval of the Membership. Dues shall be billed in January of each year.

ARTICLE IV - OFFICERS AND DIRECTORS

4.1 Numbers, Terms and Authority. The ECA shall have a Board of between thirteen (13) and seventeen (17) voting directors. Between eleven (11) and fifteen (15) voting directors, consisting of a president, vice president, secretary, treasurer and between seven (7) and eleven (11) directors shall be elected by the Membership at the annual meeting. The immediate past president, having served at least one full term, shall automatically be an officer and voting director. Additionally, the incumbent president of the Dunaway Racquet Club shall automatically be appointed to the Board as a voting member. All officers shall be current residents of the Evermay Subdivision. The terms of office for Board members shall be two years, with a maximum of two consecutive terms in the same office, exclusive of any service filling the unexpired term of another person; however, the immediate past president and the Dunaway Racquet Club president shall serve until replaced. The Board shall represent the ECA in all matters affecting its interests and shall have general supervision over and full power to control the affairs of the ECA, except that the Board may not obligate the Association or expend the funds thereof in an amount greater than the cash on hand. Except for acts specified in these Bylaws for approval by the ECA membership, all acts by the Board on matters affecting Evermay shall be binding on the ECA.

4.2 Non-Voting Board Members. Former presidents of ECA (other than the immediate past president) who have served at least one full term and who are residents of Evermay shall be automatically appointed to the Board as non-voting members for as long as they remain residents of Evermay.

4.3 Duties of Officers.

(1) President. The president shall: (a) be the chief executive officer of the ECA, preside at all meetings of the Board and ECA membership, and be charged with the responsibility of conducting in good order all the affairs of the ECA; (b) appoint committee chairs and members, (c) sign all legal documents and contracts of the ECA; (d) review or approve all external correspondence generated in committee or by the Board; and (e) deliver all ECA records in his or her possession to the new president at the end of the elected term. The president shall be an ex-officio member of all committees except the Nominating Committee.

(2) Vice President. The vice president shall act as, and assume the duties of, president at the request of the president. Unless otherwise specified by the president, the vice president shall have all powers of the president until the president resumes the position. In the event of the resignation of the president, or the president's incapacity as determined by the Board, the vice president shall automatically assume the position of president for the remainder of the president's term. In the event that the vice president is unable or unwilling to assume these duties, the Nominating Committee shall act to fill the position of president as soon as reasonably practicable consistent with Article VII of these By-Laws.

(3) Secretary. The secretary shall: (a) make and thereafter maintain minutes of all Membership and Board meetings, including a record of attendance by name, (b) communicate notice of meetings personally or by mail/e-mail, (c) deliver the records to the president at the end of the elected term, (d) maintain a Master List of Evermay Residents and (e) prepare an updated Evermay telephone directory annually in coordination with the treasurer and the chairman of the Membership Committee; and distribute copies of the directory to all homes in the Evermay Community.

(4) Treasurer. The treasurer shall: (a) receive and account for all monies coming to the ECA from any source, keeping same in depositories approved by the Board, (b) disburse funds upon proper authorization, (c) invoice the annual dues to all Evermay property owners and/or non-owner occupants in January of each year, with a follow-up invoice sent later as necessary, (d) present a written report of receipts, disbursements, unpaid bills and the cash balance to the Board at each meeting. At least thirty (30) days in advance of the annual meeting, the books and accounts shall be made available for a financial review to a committee selected by the president. The treasurer shall deliver the books and records to the president at the end of the elected term.

(5) Immediate Past President. The Immediate Past President shall provide advice and counsel to the president as he may request in the interest of continuity and preservation of institutional memory.

4.4 Resignation and Removal. Any officer or director who fails to remain in good standing as a member of the ECA, or who fails to attend three (3) consecutive meetings of the Board, shall be deemed to have resigned. However, the president shall have the power to excuse the absence of an officer or director and if such excuse is noted in the minutes thereof, the absence of an officer or director shall not be counted as a missed meeting.

4.5 Conflict of Interest. Members of the Board shall at all times be free of a conflict of interest or the appearance of a conflict of interest; accordingly, they shall disclose any conflict or appearance of conflict to the Board at such times as it is reasonable to expect a conflict exists, shall not serve on any committee where such conflict or appearance of a conflict would be present, and shall abstain from voting on any issue that may come before the Board in which they may have such conflict. Conflict of interest is defined as a conflict between the private interests and the official responsibilities of a person in a position of trust.

4.6 Vacancies. The Board shall fill vacancies in any office that may occur for any reason, after the annual elections by the Membership. Nominations for such vacancies shall be made by the Nominating Committee pursuant to Article VII, Nominations and Elections. The term of office for persons filling such vacancies shall be the unexpired term of the person being replaced.

ARTICLE V - MEETINGS

5.1 Meeting Order and Procedure. All meetings of the Board and Membership shall be conducted according to Roberts Rules of Order Revised, unless otherwise prescribed in these Bylaws.

5.2 Membership Meetings. The ECA annual meeting shall be held in November of each year. For any meetings of the Membership, persons representing twenty percent (20%) of the households in the Evermay Community in Good Standing shall constitute a quorum for the transaction of business. Written proxies, filed with the Secretary by the beginning of the meeting, shall be recognized, except to determine the presence of a quorum.

5.3 Board of Directors. The Board shall meet in January of each year and a minimum of quarterly thereafter. Half the voting members plus one voting member of the Board shall constitute a quorum for the conduct of business.

5.4 Special Meetings of the Board. Special meetings of the Board may be called by the president at any time or upon written request of at least five (5) members of the Board or at least ten (10) representatives of Evermay households in Good Standing. Notice of any special meeting shall state the matters to be considered and no other business may be transacted.

5.5 Notice. Written notice of the date, time and place of the annual meeting shall be given either personally or by mail or e-mail not less than thirty (30) days prior to the date of the meeting. Notice for all other Membership meetings shall be given by any of these means to the Membership not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. Any ECA member in Good Standing may request that he or she be notified of the date, time and place of Board meetings.

5.6 Actions by Electronic Vote. Between meetings of the Board, actions requiring Board approval but deemed by the president to be non-controversial may be submitted to Board members for voting by e-mail, with all responses directed to the president and the secretary. A period of at least five (5) days shall be allowed for a response. Approval shall require the affirmative vote of a majority plus one of the total voting members of the board. The secretary shall keep a record of all votes taken by e-mail, and a brief summary shall be attached to the minutes of the last preceding Board meeting. Should any significant disagreement by a voting Board member be raised that cannot be resolved and upon the request of such a Board member, the president shall call a "special" meeting of the Board to address the issue

ARTICLE VI – COMMITTEES

6.1 Standing Committees. The following shall be ECA's standing committees:

- (1) Activities
- (2) Architectural Control & Land Use
- (3) Finance and Budget
- (4) Landscaping & Community Appearance
- (5) Membership
- (6) Nominating
- (7) Potomac School

6.2 Committee Membership. Each committee shall consist of a chair and not less than two members, except for the Architectural Control & Land Use and Potomac School Committees, which shall consist of a chair and not less than four members, at least two of whom shall be voting members of the Board. The president shall appoint the chair and, in consultation with the chair, the members of each committee.

6.3 Special Committees. Special committees are appointed as needed by the president with the approval of the Board, for a specific purpose, and exist only until that task is completed or the committee is disbanded by the president with the approval of the Board.

6.4 Duties of Standing Committees

(1) Activities. Recommend to the Board a plan for social events each year.

(2) Architectural Control & Land Use. The Architectural Control & Land Use Committee shall advise and assist the Board in the discharge of ECA's responsibilities with respect to the Evermay Restrictive Covenants, as provided by Article IX of these By-Laws (Restrictive Covenants). The committee shall perform the following specific tasks:

(a) Review all Project Applications submitted by homeowners; ensure that all required information is provided in each application; determine if each application meets the requirements of the Restrictive Covenants as interpreted and applied by these Bylaws; recommend approval or disapproval of each application; provide written reports to the Board of information and recommendations for Board action; maintain minutes of all meetings and a file of all applications together with a record of final action taken thereon. The committee chair shall deliver all such records to the president upon completion of his or her appointed term.

(b) Investigate complaints and alleged violations of the Restrictive Covenants concerning use of the land or residence.

(c) Prepare for dissemination to the community, at least annually, information on the Restrictive Covenants and their value to all residents.

(3) Finance and Budget. In consultation with the officers and committee chairs, prepare an annual balanced budget for approval by the Board and the Membership.

(4) Landscaping & Community Appearance. Oversee the external appearance of Evermay, including the landscaping and maintenance of the entrances to Evermay at Potomac School Road and Dunaway Drive and the areas along Route 123 immediately bordering the Evermay Community. In addition, oversee the maintenance and operation of the night-lighting of the Evermay entrance signs, and provide for appropriate seasonal decoration of the entrances. Recommend contractor selection and contracts to the Board.

(5) Membership. Establish contact with new residents of Evermay to welcome them to the community, provide the ECA governing documents, and promote membership in the ECA.

(6) Nominating. In accordance with Article VII, Nominations and Elections, recommend to the president and the Membership at the annual meeting candidates to fill anticipated officer and Board vacancies; recommend to the Board candidates to fill any such vacancies as they may arise during the year after the annual meeting.

(7) Potomac School. Develop and maintain a working and cooperative relationship with The Potomac School. The means toward that goal shall be regularly scheduled meetings with members of the School's Board of Trustees and Administrative Staff. The Committee shall monitor the School's compliance with both the terms of the Development Conditions imposed by Fairfax County as they may affect Evermay and the terms of any agreements made by the School with the ECA.

ARTICLE VII - NOMINATIONS AND ELECTIONS

7.1 Nominating Committee. In December of each year, the president shall appoint a Nominating Committee comprised of a chair and four members to fill vacancies on the Board as may occur during the fiscal year ahead, including vacancies that will occur at the end of the year. The committee shall take into consideration the desirability of having the Board be geographically representative of the community. Membership on the Nominating Committee does not disqualify a person for office. Consent to serve must be obtained from any person whose name is placed in nomination.

7.2 Committee Reports. For vacancies to be filled at the annual Membership meeting, the chair of the Nominating Committee shall submit the Committee's written report of recommended nominees to the president not less than forty-five (45) days prior to the annual meeting. The president shall notify the Membership of the recommended nominees not less than thirty (30) days prior to the annual meeting. For any Board or committee vacancy that arises between annual meetings due to an officer's or director's departure from office prior to the expiration of their scheduled term, the Nominating Committee shall recommend a replacement officer or director; and the Board shall approve or disapprove the nomination and permit the nominee (if approved) to serve the remainder of the vacant term without approval from the Membership.

7.3 Election at Annual Meeting. The election of officers and directors shall be held at the annual meeting of the ECA in November. The Nominating Committee shall present its report, and nominations may also be made from the floor, with the consent of the person nominated. The elections shall be held by secret written ballot, which may be replaced by a voice vote when there is but one candidate for the office being voted upon. The newly elected officers and directors shall take office on December 1.

ARTICLE VIII – FISCAL MANAGEMENT

8.1 Fiscal Year. The fiscal year of the ECA shall begin December 1 of each year and end the following November 30. The Membership year shall coincide with the fiscal year.

8.2 Payment by Check. Payment of all obligations of the ECA shall be by check. Checks must be countersigned by the president and treasurer when in excess of One Thousand Five Hundred Dollars (\$1,500.00).

8.3 Annual Review of Books. The president shall cause a financial review of the books to be conducted each year and a report made to the Membership at the annual meeting.

ARTICLE IX - RESTRICTIVE COVENANTS GUIDELINES

This Article is applicable to any part of the Evermay Subdivision and is enforceable by ECA as the legal assignee of all rights reserved to the developer in the Evermay Restrictive Covenants.

9.1 ECA Approval Required. Any proposed exterior construction on any property within the Evermay Subdivision or any other intended action therein which may require approval by the “developer” pursuant to the Evermay Restrictive Covenants shall be the subject of a written application for approval and may not be undertaken until written approval shall have been first obtained from the Board. Notwithstanding, the Board may decide that specific types of projects do not require an application nor approval by the Board.

9.2 Minor and Major Projects Defined. Minor projects are projects estimated to cost less than five percent (5%) of the latest available Fairfax County assessed value of the home (both land and building), which assessment may be obtained at <http://icare.fairfaxcounty.gov/ffxcare/search/commonsearch.aspx?mode=address>. Major projects are projects estimated to cost five percent (5%) or more of the assessed value of the home.

9.3 Preliminary Consultation. For major projects, prior to the application process, a preliminary consultative process with the ACLU is offered but not required. If a homeowner submits concept elevation sketches for a project, ACLU will review and provide comments within ten (10) days following submission to assist homeowners in project planning and provide a sounding board for neighbors, with the goal of facilitating successful projects that will increase property values in Evermay.

9.4 Application Content. Every application for an approval by the Board shall contain the following information:

- (a) Description of the project
- (b) Description of exterior materials (for new materials not previously used in the Evermay Subdivision samples may be requested by ACLU or the Board on a case-by-case basis)
- (c) Estimated project schedule (start date and completion dates)
- (d) Assessed value of home and estimated project cost
- (e) Contact information for homeowner, architect and contractor
- (f) Acknowledgements and comments (if any) from immediately surrounding neighbors (Notice to neighbors may be made orally or in writing. If no response from a neighbor is received within 5 days from date of notice, application may be submitted without such neighbor’s comments provided application includes a statement from homeowner stating that such notice was provided, and no response was received within the 5-day period)
- (g) Scale elevation drawings (for major projects only)
- (h) Certification acknowledging applicability of ECA restrictive covenants, guidelines and bylaws and stating intention to comply with same.

9.5 Processing of Applications.

- (a) For minor projects, complete applications will be reviewed by the ACLU and a recommendation provided by the ACLU to the Board. Understanding the importance of a timely decision, ACLU shall review and submit a recommendation to the Board and the Board shall review and act on applications by written response provided to the homeowner as expeditiously as possible, but in any event within ten (10) days following submission of a completed application containing the information required in 9.4 herein. Applications will be approved if they comply with the approval standards set forth in Section 9.6 (below) and any applicable Special Subject Guidelines that have been developed and approved by the Board for specific situations and included in the ECA information handbook.

- (b) For major projects, complete applications will be reviewed by the ACLU and a recommendation provided by the ACLU to the Board. Understanding the importance of a timely decision, ACLU shall review and submit a recommendation to the Board and the Board shall review and act on applications by written response provided to the homeowner as expeditiously as possible, but in any event within thirty (30) days following submission of a completed application containing the information required in 9.4 herein. Applications will be approved if they comply with the approval standards set forth in Section 9.6 (below) and any applicable Special Subject Guidelines that have been developed and approved by the Board for specific situations and included in the ECA information handbook. For high value projects, approval will be contingent on the payment of a performance deposit as set forth in Section 9.7, below.
- (c) Following approval of a project, if a homeowner determines to make any material changes in the project relating to the approval standards (see article 9.6 below) or the project schedule, the homeowner shall submit an amended application setting forth such changes. Amended applications will be processed and acted on in the same manner and within the same timeframes as original applications.

9.6 Application Approval Standards. Every application shall be approved if it complies with these approval standards and the Special Subject Guidelines that are developed and approved by the Board:

- (a) Exterior siding facades must be brick or stone, with the following exceptions. Cement board siding (e.g. Hardie-plank or similar materials) or cedar siding will be approved provided it will appear to be a traditional exterior surface such as clapboard or shingles. Stucco or similar siding surfaces may be approved on a case by case basis. Wood or multi-density fiberboard (MDF) will not be approved for use as siding but will be approved for use in peripheral areas such as soffits and dormers. Vinyl and aluminum for use as siding will not be approved.
- (b) Roofing materials must be slate or cedar shake that is #1 Blue Label Certified by the Cedar Shake Shingle Bureau and of at least 1/2-inch-thick at butt end, with the following exceptions. Artificial slate will be approved provided it appears to be slate. Other high-quality roofing materials (such as solar roofing tiles) may be approved as they become available. Nothing in this provision shall be interpreted as contrary to applicable law governing installation of solar energy collection devices set forth in Title 67, Chapter 7, Section 67-701 of the Virginia Code.
- (c) Setbacks from the street on all street-facing sides of the structure will conform to the original structure's foundation.
- (d) All exterior construction shall be completed within six (6) months of the start of construction, unless a longer period is justified by the applicant and agreed to by the Board.

9.7 Performance Deposit. Approval of major project applications that are estimated to cost at least 20% of the latest available Fairfax County assessed value of the home (both land and building), which assessment may be obtained at <http://icare.fairfaxcounty.gov/ffxcare/search/commonsearch.aspx?mode=address>, will be contingent on payment to ECA by the homeowner of a performance deposit prior to the commencement of work. The performance deposit will be in the amount of one percent (1%) of the estimated project cost, not to exceed ten thousand dollars (\$10,000) and shall be deposited by ECA into a non-interest bearing account separate from ECA's other accounts. When the project has been completed in material compliance with the approved application and project schedule as determined by the Board upon recommendation of the ACLU, the deposit will be refunded by ECA to the homeowner within 10 days of the Board's determination. If the completed project is not in material compliance with the approved application and project schedule, as determined by the Board upon recommendation of the ACLU, the performance deposit will be forfeited to ECA. Forfeiture of the performance deposit does not cure the deficiency nor constitute approval of a previously disapproved application.

9.8. Review Procedures. Any applicant whose application has been disapproved or whose performance deposit has been forfeited to ECA may, with thirty (30) days of such disapproval or forfeiture, request reconsideration by the Board, based on new information or such other reasons that demonstrate that the application complies with the application approval standards and/or the completed project is in compliance with the approved application and project schedule. If requested by the applicant, the reconsideration or review process will include a face-to-face meeting with the Board. Any such request shall be acted upon by the Board within thirty (30) days of the request.

ARTICLE X - AMENDMENTS

The By-Laws may be amended by a two-thirds affirmative vote at a meeting of the Membership, provided that notice of the proposed amendment shall be mailed or delivered to the Membership not less than twenty-five (25) days prior to the date at which action on the proposed amendment is contemplated. Notices concerning an amendment shall briefly state the purpose of the amendment, shall cite the Article proposed to be amended, and shall recite the proposed amendment in its entirety.

Adopted by the General Membership, December 8, 1969

Amended November 1971 (Article IV)

Amended November 1976 (Article IV)

Amended November 1980 (Articles V & VII)

Amended November 1984 (Article IX, X, XI)

Amended November 18, 1986 (Article IV, V)

Amended November 1991 (Article V, IX,

Amended November 1998 (Article IV)

General Revision, November 17, 2005

Amended November 30, 2006 (Article V)

Amended November 15, 2011 (Articles IV and V)

Amended November 6, 2015 (Article IV)

Amended November 16, 2017 (Article VI and Article IX)

EVERMAY RESTRICTIVE COVENANTS

1. No trailer, boat, temporary structure, tent, shack, or barn may be erected or placed on any lot at any time, nor shall any structure of a temporary nature be used as a residence. Nothing contained herein shall be construed as prohibiting May Properties, Inc. or its assignees, hereinafter referred to as developer, from using and storing trailers, tool sheds, trucks, bull dozers, other or similar equipment and gear, and stock piling of material for building and developing purposes upon the land during construction and development.
2. No lot within this subdivision shall be used for the conduct of any business, nor shall anything be done on any of the said lots which will constitute a nuisance. However, at the discretion of the developer, as evidenced by written approval, professional offices in conjunction with residential use, as permitted by the Fairfax County Zoning Regulations, may be allowed. Nothing contained herein shall be construed as prohibiting such business activities as may be required for the development of the lots, construction of the residences and the sale or resale of residences erected upon the lots.
3. No livestock including horses, cattle and hogs, nor fowl such as chickens and pigeons shall be kept on the property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets. Pets shall be restrained and controlled as required by ordinances now or hereafter promulgated by Fairfax County.
4. No dwellings, detached garages, structures or improvements may be erected or altered upon any lot in the subdivision until plans and specifications, including elevations, materials, colors and roof type, and the site plans showing grades for all structures and improvements to be erected or altered have been submitted in writing to the developer. Approval or disapproval shall be determined by developer in its discretion as sole judge that the structure or improvement conforms to Evermay construction standards and Evermay community development. Should the developer fail to render approval or disapproval within sixty (60) days after presentment of plans, specifications and site plans, then its approval shall be presumed.
5. No lot or lots in said subdivision shall be re-subdivided without prior approval of the developer in order to assure conformity with the general plan of development of the community.
6. No fences or walls shall be erected upon any lot in the subdivision without the prior written approval of the developer. Chain link, or woven metal fencing is prohibited. In no event shall any fence or wall be erected nearer the front street line than the front line of the house or on corner lots nearer a side street line than the side line of the house nearest the side street, except hedge which shall be maintained at a height of not more than three (3) feet. This restriction against front yard fences or walls shall not apply to any lot in the subdivision containing one (1) acre or more and having a minimum frontage of one hundred fifty (150) feet at the building restriction line. Front yard fences or walls may be erected on such lots after approval of type and design has been obtained from the developer.
7. An easement five (5) feet in width along and adjacent to the side lines, front lines and rear lines of each lot and upon each lot is hereby reserved for the construction, maintenance and operation of electric and telephone lines, water, sewer, drainage, or other facilities provided, however, that if two contiguous lots are in a single ownership, the side line easement reservation shall not apply to the common interior lot line. Developer reserves the right to grant other easements for the installation of underground utilities over and across each lot at other locations, provided that such future easements granted will not detrimentally affect existing dwellings.
8. No lot shall be used except for residential purposes other than as specified in Paragraph 2 above and no building structure, or improvement shall be erected, placed, altered or permitted to remain on any lot other than one detached single-family dwelling and attached or detached garage, or other approved structures or improvements as may be approved by the developer.
9. Any and all rights reserved herein by the developer may be assigned by the developer by filing a deed of assignment in the office of the Clerk of the Circuit Court of Fairfax County, Virginia, designating such assignee.
10. The developer reserves the right to amend, modify add to or vacate any restriction herein contained whenever under the circumstances the developer in its sole opinion deems such amendment, modification or vacation advisable. Otherwise, such covenants are to run with the land and shall be binding upon all parties claiming under or subject to them until January 1, 1990, at which time they shall be automatically renewed and extended for successive periods of ten (10) years unless a majority of the

then owners of lots within the subdivision file an instrument of record changing the said covenants in whole or in part and any such revision shall relate to any section in the entire subdivision as to which comparable restrictions exist.

11. It shall be lawful for any person owning a lot within this subdivision to institute proceedings against any person or persons violating or attempting to violate any such covenant and to prevent such person or persons from so doing or recover damages for such violation.
12. Invalidation of one or more of these covenants or failure to enforce the same shall in no wise affect the enforceability of any other covenant or provision herein contained.

NOTE: The Restrictive Covenants are filed in the land records of Fairfax County; they run with the land and are applicable to all Evermay properties. The developer assigned responsibility to administer and enforce the Restrictive Covenants to the Evermay Community Association by Deed of Assignment dated January 11, 1985 (Sections 1-6) and March 24, 1987 (Section 7).

When Evermay was developed it was subdivided into 7 sections. The Fairfax County deed book and page references for each of the sections are as follows:

Section 1	-	Deed Book 2838, pages 473-488
Section 2	-	Deed Book 3160, pages 218-234
Section 3	-	Deed Book 3319, pages 279-292, corrected in Deed Book 3530, pages 353-363
Section 4	-	Deed Book 3635, pages 385-393
Section 5	-	Deed Book 3794, pages 455-467
Section 5A	-	Deed Book 3917, pages 330-338
Section 5B	-	Deed Book 3917, pages 339-347
Section 6	-	Deed Book 4034, pages 93-101
Section 7A	-	Deed Book 5236, pages 218-215
Section 7B	-	Deed Book 5553, pages 185-193
Section 7C	-	Deed Book 5741, pages 882-893

Sections 1-6 are contiguous and are located on the south side of Route 123/Dolley Madison Blvd (the Potomac School Road side). Section 1-6 contains a total of 127 homes. Section 7 is on the north side of Route 123/Dolley Madison Blvd. and is separated from Sections 1-6. Section 7 contains 32 homes. All homes in Section 1-7 are part of the Evermay Community Association and are governed by the rules of the Evermay Community Association. In accordance with Item No. 9 in the Restrictive Covenants, the developer assigned all of its rights to the Evermay Community Association by Deeds of Assignment and Easement. The Deed of Assignment applicable to Sections 1-6 was executed and recorded in January 1985 (Deed Book 6089, pages 1582-1584). The Deed of Assignment applicable to Section 7 was executed and recorded in March 1987 (Deed Book 6673, pages 337-338).

The homes in Section 7 are also part of a separate mandatory homeowners' association -- the Dunaway Racquet Club, Inc. -- since a common area with tennis courts lies within Section 7 and is exclusive to Section 7 and is funded by Section 7 residents only. The Dunaway Racquet Club is responsible only for the common area (tennis courts) and has no responsibility or role with regard to enforcement of the Evermay Restrictive Covenants. A Declaration dated June 13, 1980 (Deed Book 5439, pages 1455-1465) deals with Section 7 and the Dunaway Racquet Club, Inc.

SPECIAL GUIDELINES FOR INTERPRETING EVERMAY RESTRICTIVE COVENANTS

The following special subject guidelines, which received Board approval, supplement the provisions of Article IX of the By-Laws and cover the following subjects:

- ☐ Pre-Approved Improvements
- ☐ Front Yard Fences and Hedges
- ☐ Accessory Structures
- ☐ Recreation and Play Equipment
- ☐ Basketball Standards in Front Yards (Temporary)
- ☐ Satellite Dishes and Antennas
- ☐ Solar Collection Devices

Fairfax County Requirements

Compliance with County zoning and permit requirements is not the responsibility of the Association. The Association's approval of any action by a resident in no way implies an assumption of responsibility for the consequences of any such action.

1. Pre-Approved Improvements *(adopted 2/18/18; revised 10/2/2019; 9/21/20)*

The following improvements do not require an application or specific approval by the Association, provided they comply with the following criteria as applicable:

- a) Solid wood, wrought iron or aluminum fences no greater than 6 feet in height and located no closer to the street than the house set-back line (no split-rail, chain link, or woven material fencing is allowed).
- b) Replacement of windows or doors without changing size or location.
- c) Replacement of roofs with cedar shake that is #1 Blue Label Certified by the Cedar Shake Shingle Bureau and of at least ½ inch thickness at butt end, slate; Ecostar Majestic synthetic slate (federal grey, midnight gray and black only are pre-approved, any other color needs approval); DaVince synthetic slate (castle grey color only pre-approved, any other color needs approval); Grand Manor asphalt shingle (pearl black, brownstone or weathered wood only pre-approved, any other color needs approval). Any other roofing material requires an application and approval by ECA.
- d) Walkways made of stone, brick or concrete.
- e) Patios at the side or back of a house and front or side door entryways; all made of stone, brick or concrete. The patio may include walls of no more than three feet in height above grade.
- f) Existing driveway replacement with pavers, concrete or asphalt. New driveway locations or change in footprint require an application and approval by ECA.
- g) Retaining walls that extend no more than 3 feet above grade and with a façade of stone or brick (cinderblock must be faced with stone or brick).
- h) Recreation and play equipment in accordance with Special Guideline Item 5 below.
- i) Basketball standards in front yards in accordance with Special Guideline Item 6 below.
- j) Satellite dishes in accordance with Special Guideline Item 7 below.
- k) Construction of new in-ground pools (all elements below grade or at grade level except for, including but not limited to, diving boards, electrical panels, timers, pumps, filters, heaters and piping required for the functioning of the pool and no more than five (5) feet in height and related screening up to five (5) feet in height of such items all of which may be placed above-ground and does not require further approval). However, any other above-

ground elements or structures and other items that might be constructed along with the in-ground pool must comply with applicable requirements set forth in the ECA Bylaws and Guidelines.

2. Clarifications Relating to Approved Projects and Standards for Return of Performance Deposits: *(adopted 4/22/2020)*

In applying Article IX of the ECA Bylaws, Restrictive Covenants Guidelines, the term “project” will be interpreted to cover the entire scope of work on a home that is being undertaken at the same time – both external and internal. Even though ECA’s approval of any project is limited to only the external elements of the project, the cost of the project for the purposes of determining whether it is a major or minor project, whether a performance deposit will be required, and the amount of the performance deposit, will include both internal and external elements. The application will require an estimated project schedule for both for the external work (not to exceed six months) and the entire project. However, performance deposits will be returned to the homeowner once the external work only is completed in accordance with the approved application and within the external work schedule, even if the internal work is not yet completed. The standard for ECA’s determination that external work is completed, and thus that a performance deposit will be returned, will be that (i) All construction is closed in, meaning that the walls are up, the roof is on, and there are no empty door, window or other openings in the exterior; (ii) application of all exterior materials has been completed – roofing materials, facades, trim, gutters, columns, steps, etc.; and (iii) painting or other finishing of exterior surfaces has been completed.

3. Front Yard Fences and Hedges *(adopted 9/20/2005; revised 2/18/18)*

Restrictive Covenant #6 deals with “fences and walls.” One purpose of this covenant is to maintain an “essentially open, clear vista” in all directions in the area between a street and a line paralleling the front line of an Evermay house and, on corner lots, also a line paralleling the sideline of a house (hereinafter referred to as “Open Area”).

A “hedge” clearly is a “fence or wall” for purposes of Covenant #6. This covenant prohibits fences or walls in Open Areas, except for a limited exception regarding a hedge, as elaborated upon below.

Examples of dictionary definitions of a “hedge” are: (1) “a fence or boundary formed by a dense row of shrubs or low trees,” (2) “a row of bushes or small trees planted close together,” and (3) “a thicket of bushes . . . planted as a fence between any two portions of land; and also, any sort of shrubbery, as evergreens, planted in a line or as a fence; particularly, such a thicket planted round a field to fence it, or in rows to separate the parts of a garden.”

Guidelines in elaboration and clarification of Covenant #6 with respect to a “hedge” are as follows:

- (a) An “open, clear vista,” which is to be maintained in Open Areas, as defined above, means an unobstructed ground-level view in a vertical zone from ground level to at least a height of seven (7) feet.
- (b) Derived from the definitions stated above, a “hedge,” for purposes of Covenant #6, is a row of shrubs or trees, or any combination thereof, planted closely together that, when leafed out, prevents an “open, clear vista.”
- (c) Three (3) categories of plantings are addressed, as follows:
 - (i) Low Row Plantings. A “hedge” anywhere in the Open Area is permitted, provided that it is continually maintained at a height not exceeding three (3) feet. Obviously, plants that are not suitable for periodic pruning to ensure that they do not exceed this height should not be used.
 - (ii) Foundation Plantings. The Covenant does not apply to foundation plantings immediately adjacent to a house front (or house side on a corner lot). Such plantings should, of course, be maintained at a reasonable height appropriate to each property in the interest of being a good citizen of the community.
 - (iii) Occasional Plantings. Occasional landscape shrubs and trees that exceed three feet in height that do not constitute a “hedge,” as defined in paragraph 2, above, are permitted anywhere in the Open Area.

4. Accessory Structures (adopted 1/10/12)

“Accessory Structure,” for all purposes in these Guidelines, is defined to mean any freestanding structure, i.e., detached from the dwelling unit, including but not limited to any constructed or purchased structure with a roof covering the entire unit such as a storage structure, pool equipment enclosure, child’s play house, and gazebo. Since these structures potentially have an adverse aesthetic impact on neighboring lots and on Evermay as a whole, they require written ECA approval pursuant to the Evermay Restrictive Covenants (Article 4). For a child’s “play equipment” such as swing sets, slides, climbers, and elevated platforms of any type, *Special Guideline # 5, “Recreation and Play Equipment,”* below, is applicable.

Each application, on a case-by-case basis, will be acted upon by ECA based on an overall evaluation of all relevant facts and considerations. These include the particular characteristics of the structure, its proposed location on the lot, and its visibility from the street and adjacent properties; however, compliance with the following specifications will weigh strongly in the review process:

- (a) Height—not exceeding eight and one-half (8 ½) feet, measured from the highest point of the structure to the lowest point of finished ground level adjacent to the structure.
- (b) Footprint—not exceeding 100 square feet.
- (c) Location—in the rear yard, at least four (4) feet from the rear property line and at least four (4) feet from the side property line.
- (d) Materials & Color—brick or wood (i.e., not metal or molded plastic). If wood, left to weather naturally or painted/stained a muted earth tone color (such as dark green or brown).
- (e) Roof—wood/cedar shakes, slate, or acceptable substitute materials meeting the requirements in Guideline #1(c), above.
- (e) Landscape Screening—used in all cases to minimize visibility to neighboring properties and avoid visibility from the street.

All applications shall include the following: (1) a copy of the lot’s site plan, drawn to scale, showing the house, property lines, any existing or proposed fencing, the proposed structure location and any existing or proposed screening vegetation; (2) elevation and plan drawings, to scale, showing the design of the structure, its shape, trim details, etc.; and (3) information on the proposed materials and colors, including the roof.

5. Recreation and Play Equipment (adopted 7/11/2006; revised 1/10/12)

Evermay is a child-friendly community that welcomes play equipment of a size and in a location that will minimize adverse visual impact on neighboring properties. This guideline is provided in order to help property owners in selecting and installing play equipment that they can enjoy and that complies with the Evermay Restrictive Covenants. (*Note: “play houses” are subject to Special Guideline #4 above.*)

Although the term “structures or improvements” in Evermay’s Covenants includes play structures and recreation equipment such as swing sets, slides, climbers and elevated platforms of any type (“Play Equipment”), specific written approval by ECA prior to the installation of Play Equipment is not required, if the following guidelines are observed:

- (a) It should be placed in rear yards in a location not closer to the rear lot line than the height of the structure at its highest point. It should not be placed in the “required minimum side yard,” which is 15 feet from the side property line in properties zoned R-2 (south part of Evermay) and 12 feet in R-3 properties (north part of Evermay). “Side yards” extend from the front of a lot all the way to the rear lot line.
- (b) Its size (footprint and height) should be appropriate to the particular lot (size and configuration including elevation relative to neighbors). Any proposed equipment with a height at its highest point exceeding ten (10) feet above ground requires specific written ECA approval.
- (c) It should be predominantly of natural wood or painted dark brown or dark green to blend with its surroundings.

- (d) The applicant agrees that the equipment will be removed when it is in disrepair or is no longer in use by his/her family.

6. Basketball Standards in Front Yards (Temporary) (adopted 5/15/2006)

A basketball standard, which is a “structure” subject to the Evermay Covenants, may be emplaced in a front yard without the specific approval of the Association; however, it must be removed when it is no longer in use by the homeowner’s family. Placement and use of the standard is also governed by Fairfax County’s Zoning Ordinance (Section 10-104-12C.), which states that they “shall not be located [in a front yard] closer than fifteen (15) feet to a front lot line or twelve (12) feet to a side lot line, and shall not be used between the hours of 8:00 PM and 8:00 AM.” This guideline does not apply to basketball standards attached to homes or roofs, which are not and will not be approved for front-yard installations.

7. Satellite Dishes and Antennas (adopted 5/1/1997; revised 5/1/2000; 9/24/2003)

Pursuant to the Telecommunications Act of 1996, enacted October 14, 1996, the FCC adopted the Over-the-Air Reception Devices Rule (“Rule”), the basis for this guideline.

(a) Applicability of FCC Rule. The Rule applies to the following types of video antennas:

- (i) A “dish” antenna that is one meter (39.37”) or less in diameter, designed to receive Broadcast satellite service, including direct-to-home satellite service.
- (ii) An antenna designed to receive video programming services via MMDS (wireless cable) that is one meter (39.37”) or less in diameter or diagonal measurement. Such antennas may be mounted on “masts” 12’ or lower from the roofline, to reach the height needed to establish line-of-sight contact with the transmitter.
- (iii) An antenna designed to receive local (network) television broadcast signals mounted on “masts” 12’ or lower from the roofline. Masts higher than 12’ above the roofline may be subject to local permitting requirements for safety purposes.

The Rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal. (A signal of Grade B intensity has been determined by the FCC as “acceptable” for viewing purposes). The rule applies to viewers where the user has an ownership or leasehold interest in the property, within the exclusive use or control of the user. Therefore, it does not apply to commonly owned areas.

The Rule does not apply to: (1) antennas used to receive distant television signals (one that originates outside of a satellite subscriber’s local television market); (2) antennas used for audible signals (radio, ham radio); or (3) Internet reception. These types of antennas will continue to be considered on a case-by-case basis by the ECA Board of Directors.

The Rule does not prohibit homeowner associations from establishing reasonable guidelines for the placement and screening of such satellite dishes or antennas and to enforce restrictions that do not impair reception, as well as restrictions needed for safety concerns.

(b) Policy. The ECA recognizes that Evermay owners take considerable pride in both the appearance of their own property as well as the entire community and find it in their best interest to maintain a high standard of appearance. Accordingly, the following guidelines which are in accordance with the FCC Rule, shall govern the use of satellite dishes and antennas in Evermay:

(i) Homeowners, leaseholders and persons installing antennas are advised that first placement preference must be given to a location at the lowest possible level that is not visible from the street, as long as an acceptable quality signal can be received. Use of 18” dishes, which are more easily disguised, should be given first preference.

(ii) If a visible location is the only means of receiving an acceptable quality signal, the following steps shall be taken in order to minimize visibility; painting (if possible), and/or screening with existing, or additional landscaping of reasonable expense.

(iii) Rooftop installations are discouraged for esthetic as well as safety concerns, unless that is the **only** location where an acceptable quality signal can be received. (Even with proper installation, high winds could possibly cause the antenna to become a dangerous projectile). In the event a rooftop installation is required, it shall not be installed higher than is absolutely necessary for reception of an acceptable quality signal. First placement preference should be given to the rear side of the roof, in order to minimize visibility from the street.

(iv) Satellite dishes and antennas shall be installed and secured in a manner that complies with all applicable governmental laws, regulations, codes, and manufacturer's instructions.

NOTE: Owners who lease their property should be aware that leaseholders have the same rights as owners under the regulation. However, the owner does have the right to reasonable restrictions necessary to prevent damage to the property. For example, tenants could be prohibited from drilling holes through exterior walls or through the roof, but not restrictions that would represent ordinary wear and tear (e.g., marks, scratches, and minor damage).

(c) Procedures. Satellite dishes or antennas smaller than one meter (39.37") in diameter or diagonal measurement that **are not visible from the street**, may be installed without notification to the ECA. In the event a satellite dish or antenna must be located **in a visible area** in order to obtain an acceptable quality signal, as determined by the installer, the following **after-installation** reporting procedures apply:

(i) The owner or leaseholder shall, **after installation**, forward a letter to the President, ECA, containing a statement that other locations were checked that were not visible from the street, and the visible location was the only location where an acceptable quality signal could be obtained. The letter should also include steps taken to improve the esthetic appearance of the dish/antenna such as painting, if possible, and reasonable landscaping.

(ii) For installation of a dish or antenna utilizing a "mast" 12' or lower from the roofline (or higher by permit), the letter shall contain the following additional statements; the type of service requiring the dish or antenna to be mounted on the roof, the installed height from the roofline, and a statement that the installation was according to all applicable governmental laws, regulations, codes, and manufacturer's instructions.

(iii) The owner or leaseholder shall remove the dish or antenna upon moving from the property or when the service for which the device was utilized is discontinued or no longer necessary.

(d) Enforcement Actions. In the event of noncompliance with these guidelines, ECA may take the following actions [in addition to the enforcement options in a separate guideline, above]:

(i) Remind the owner or leaseholder in writing of the applicable guidelines and request compliance. If an antenna has been placed in a location visible from the street and there is no obvious reason why it could not have been located elsewhere, the addressee shall be requested to (1) explain why it was placed in that location, including steps taken to determine that an acceptable quality signal could not be obtained except in that location; and (2) what reasonable landscaping will be installed if a satisfactory signal can be obtained only with an antenna visible from the street.

(ii) If it appears from informal observation that an antenna location not visible from the street is feasible and a reasonable response to ECA's action in subpart (a) has not been received, ECA may employ the services of a qualified installer to make an on-scene evaluation and provide ECA with a written report. The owner or leaseholder shall be requested to authorize access to the property for this purpose and shall be invited to be present when the evaluation is made.** Should it be determined that relocation of the antenna to a preferred location is warranted, the homeowner or leaseholder shall be requested in writing to make such relocation.

**Refer to FCC In re Lubliner and Galvin, CSR 4915-O, Memorandum Opinion and Order, on review. (August 21, 1998). See ¶18. If ECA is denied access, ECA is expected to have a "persuasive argument that it was prevented from effectively demonstrating that its restriction (on antenna placement) does not preclude reception of an acceptable quality signal" from a less visible location.

8. Solar Collection Devices *(adopted 2/18/18)*

Consistent with the applicable law in Title 67, Chapter 7, Section 67-701 of the Virginia Code, solar collection devices are allowed but the location and placement of such devices must be reviewed and approved by ECA. Location and placement will be allowed as required for homeowner to install a system size that is up to and within the limitations of the current net metering code. (As of February 2018, the net metering code allows for residential installations up to 20kW which would require approximately 1,200-1,500 square feet of unshaded area.) Ground-mounted systems are only allowed in the event that there is insufficient space on the roof of the home and the ground-mount system is required for collection of solar energy. For ground-mounted and roof-mounted installations, location shall be at the rear of the property unless such location is not feasible to allow for collection of solar energy. For roof-mounted systems, installation shall be parallel to the roof line. For roof-mounted systems on flat roofs, a low-profile ballasted array is preferred, provided structural limitations of the roof will allow. If the roof structure will not support a low-profile ballasted system, a penetrating racking system is acceptable. All wiring and components should be concealed from view as much as possible. All designs and installations must otherwise comply with all applicable building codes.

PROJECT APPROVAL APPLICATION

EVERMAY COMMUNITY ASSOCIATION (“ECA”)

In compliance with the Evermay Restrictive Covenants, Bylaws and Special Guidelines for interpreting Evermay Restrictive Covenants, the Owners shown below apply for approval of the Project described below.

Owner(s): _____

Address: _____

Evermay Property Address (if different): _____

Contact Information - Email: _____ Phone number: _____

Required Responses:

1. General Description of Project: _____

2. Description of Exterior Materials (Exterior Façade(s) and Roof): _____

3. Estimated Project Schedule - Start Date: _____

Completion Date: _____

4. Assessed Value of Home (to determine major/minor project status), as specified for the Evermay property at <http://icare.fairfaxcounty.gov/ffxcare/search/commonsearch.aspx?mode=address>:

\$ _____; Estimated Project Cost: \$ _____

Major or Minor Project: ☐ Major ☐ Minor

Projects are Minor if estimated cost is less than 5% of assessed value; Projects are Major if estimated cost is 5% or greater of assessed value.

Major Projects that are estimated to cost 20% or more of assessed value require payment of a Performance Deposit to ECA. The amount of the Performance Deposit is 1% of estimated project cost, not to exceed \$10,000. Process for payment and return of Performance Deposit is set forth in Article IX Section 9.7 of the Evermay Bylaws.

5. Contact Information for Architect and General Contractor (Name, address, email and phone #):

Architect: _____

Contractor: _____

6. Acknowledgements and comments of immediately surrounding neighbors (see next page).

7. Scale elevation drawings (for Major Projects only) – please attach

8. Certification: Owner(s) hereby acknowledge the applicability to the Project of ECA Restrictive Covenants, Bylaws and Special Guidelines for Interpreting Evermay Restrictive Covenants to the Project and affirm that Owner(s) will comply with the same; Owner(s) also acknowledge that any material changes in the

Project relating to approval standards or to the Project schedule require an amended application and approval by ECA:

Signature of Owner(s)/Applicant(s): _____ Date: _____

.....

Acknowledgements and comments of immediately surrounding neighbors

Name: _____ Address: _____ Date: _____
Comments: _____
Signature: _____

Name: _____ Address: _____ Date: _____
Comments: _____
Signature: _____

Name: _____ Address: _____ Date: _____
Comments: _____
Signature: _____

Name: _____ Address: _____ Date: _____
Comments: _____
Signature: _____

Name: _____ Address: _____ Date: _____
Comments: _____
Signature: _____

MEMBERSHIP FORM
EVERMAY COMMUNITY ASSOCIATION

WELCOME TO EVERMAY - We invite you to join the Evermay Community Association. Your membership dues will enable us to continue providing you and your family the many benefits described in this Handbook. Please complete the following information and return to the ECA Treasurer with payment for the current year's dues of \$150 made payable to Evermay Community Association. Payment may be made online via credit card at <http://www.evermay.net/payment.php>. You do NOT need a PayPal account to use this option.

When completing, please mark only those telephone numbers that you would like to have listed in the directory by placing a check mark in the publish box. The names and marked telephone numbers submitted will be used in the Evermay Community Telephone Directory. Any other numbers will be available only to the Evermay Community leadership in case there is a need to contact you at an alternative number. Email addresses **are not** published in the Community Telephone Directory.

Name(s): _____

Name(s): _____

Address: _____

Home Phone: _____ Publish ☐

Cell Phone(s): _____ Publish ☐

Cell Phone(s): _____ Publish ☐

Email(s)*: _____

Email(s)*: _____

*Email addresses **are not** published in the Community Telephone Directory. They are only used to provide you with important information about the Evermay community and are not shared, sold, or otherwise distributed. Please provide us with an address that you check regularly.

Please Remit to: Evermay Community Association, P.O. Box 52, McLean, VA 22101

Please indicate by an "X", if you would like to be contacted concerning the following:

- ___ Evermay Dinner Group (monthly cooperative dinner, Sept – June, at members' homes)
___ Active participation in community activities
___ Other _____