



**Terra Grande Community Association, Inc.**

**P.O. Box 416**

**Newington, VA 22122-0416**

**<http://www.terragrandeca.org>**

## **Community Information and Policy Manual**

September 17, 2014

**Note:**

Hyperlinks are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the "ALT" and "←" keys simultaneously.

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## **Community Telephone Numbers**

**EMERGENCIES ONLY: 911**

**NON-EMERGENCIES: 703-691-2131**

### **Airports:**

Baltimore-Washington International: 1-800-435-9294

Reagan National: 703-417-8000

Dulles International: 703-572-2700

**Ambulance (non-emergency): 703-691-2131**

**Animal Control: 703-691-2131**

### **Dominion VA Power:**

1-866-366-4357

(This is also the number to call for street light repair. Be sure to include the number on the street light pole when reporting the problem.)

### **Fairfax County:**

County: 703-324-7329    [www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)

Court: 703-691-7320

Schools, public: 571-423-1200    [www.fcps.edu](http://www.fcps.edu)

Sewer Emergency: 703-324-5030

Storm Management: 703-324-5500

Water: 1-877-311-9969

**Fire (non-emergency): 703-691-2131**

**Green Hills Estates Management: 703-569-7240**    [green@ndcrealestate.com](mailto:green@ndcrealestate.com)

### **Libraries:**

Lorton Library: 703-339-7385

Pohick Library: 703-644-7333

Kings Park Library: 703-978-5600

Kingstowne Library: 703-339-4610

Richard Byrd Library: 703-451-8055

**Lorton Volunteer Fire Department: 703-339-5141**

**Miss Utility: 811 or 1-800-552-7001**

**National Capital Poison Center:** 1-800-222-1222

**Neighborhood Watch:** [nhw@terragrancedeca.org](mailto:nhw@terragrancedeca.org)

**Police (non-emergency):** 703-691-2131

**Post Office (Local branch – Brookfield Plaza):** 703-451-1373

**Public Transportation:**

Fairfax Connector: 703-339-7200

Metro & Bus Schedule: 202-637-7000

VA Railway Express: 1-800-743-3873

**Road Conditions (Current):** 511

**Schools:**

Saratoga Elementary School: 703-440-2600

Key Middle School: 703-313-3900

Lee High School: 703-924-8300

**School Closings:** Cable TV 8, 14, 21 or local stations, or call 703-246-2500

**Virginia Department of Transportation (VDOT):** 1-800-367-7623

**Voter Registration:** 703-222-0776

## **Community Information and Policy Manual**

### **Introduction**

The purpose of the Community Information and Policy Manual (CIPM) is to highlight and summarize important information for the owners and residents in the community about the Terra Grande Community Association. The first CIPM was adopted in 1995. This updated manual also states and clarifies certain rules, regulations and policies regarding architectural control, use of the common area, and enforcement of the governing document which is the approved, Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated March 5, 2014.

This document is not intended to be a substitute for a complete reading of, and reference to, the actual governing documents of the Association, and other information contained in a resale disclosure packet.

### **Virginia Property Owners' Association Act**

The POA Act, establishes certain of the Association's rights and responsibilities.

## **Governing Documents**

### **Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration")**

The Declaration gives authority to the Terra Grande Community Association and its Board of Directors for managing the affairs of the Association. These regulations govern and limit the use of a Lot and the community Common Area. When you purchased your home, you agreed to be bound by this Declaration.

### **Articles of Incorporation**

This document establishes the Terra Grande Community Association as a Virginia nonstock, nonprofit corporation.

### **By-Laws**

Most of the provisions of the Bylaws regulate Association governance and addresses such issues as meeting procedures general duties of Association officers and directors.

### **Purpose**

Why do we have an association, with its Declaration, By-Laws and policies? The purpose of the Association as stated in the Articles of Incorporation is "for maintenance, preservation and architectural control of the lots and common area" within the community. The Association does business as a nonstock, nonprofit corporation.

Additionally, the Declaration and By-Laws exist so that we can maintain the value of our homes by establishing and maintaining a high standard of appearance for the

Community as a whole. This is intended to foster higher property values as a result of the overall appearance of the Terra Grande community.

### **Repeal of Existing Documents**

The CIPM document adopted in October, 2011, and all previous versions, are hereby superseded as governing documents and as part of the Disclosure Packet.

## **Important Points to Consider**

### **Administrative Information**

#### **Assessments**

##### **Maintenance Assessments**

The primary purpose of Maintenance Assessments is to provide the resources necessary to maintain the attractiveness of the community. Additionally, assessment funds are used to defray the administrative costs associated with administration of the Association. Relatively low assessment amounts have been established because the Association is self-managed by its officers, directors and other volunteers, rather than by a professional management company.

Article VI, of the Declaration grants to the Association the right to collect assessments on each lot. "The Association has the right to collect assessments so that it may carry out its duties and that the homeowners are responsible for timely payment of these assessments". According to this article, this assessment may be increased by the Board of Directors, without a vote of the membership, by either the rise in the Consumer Price Index or by five percent (5%), whichever is greater.

##### **Late Payment of Assessments**

The Association philosophy regarding late payment of assessments is to make reasonable efforts to work with homeowners in resolving late payment issues. In keeping with this approach, the Board has developed late payment policies that provide the Homeowner with the maximum opportunity to pay before legal action is considered.

Article Six, Section 10 of the Declaration states:

If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the simple interest rate of eight percent (8%) per annum. The Association in its discretion may also impose a late fee after an assessment payment is more than 30 days overdue, in an amount not less than \$15.00 to be fixed from time to time by resolution of the Board of Directors. The Board by resolution has currently fixed this amount at \$15.00.

The Board may also record a lien against the property of a Homeowner who is delinquent in the payment of assessments, and/or may bring an action at law against the Homeowner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, late fees, costs of collection and reasonable attorney's fees



of any such action shall be added to the amount of such assessment. The delinquent Homeowner shall be personally responsible for reasonable attorney's fees and costs whether or not any judicial proceedings are filed.

### **Fee Schedule for Administrative Time and Copies**

The Board of Directors has implemented a fee schedule for producing and furnishing electronic and/or paper copies of documents to a requestor. Fees are based on the size and number of documents requested. A copy of the fee schedule can be obtained from the Association Treasurer or Secretary(ies).

### **Disclosure Packets**

After receipt of a written request, payment of fee and instructions by a seller or his authorized agent, the Association will deliver an association disclosure packet as directed in the written request within 14 days. The information contained in the Association disclosure packet will be current as of a date specified on the packet. The content of the disclosure packet will be governed by Chapter 26, Article 2, and Section 55-509-2 of the Property Owners' Association Act. The disclosure packet will be delivered as requested by the seller or his authorized agent, including whether the disclosure packet will be delivered electronically or in hard copy and will include the complete contact information for the person(s) to whom the disclosure packet will be delivered. If hand or electronically delivered, the written request is deemed received on the date of delivery. If sent by United States mail, the request is deemed received six days after the postmark date.

The seller or his authorized agent may request that the disclosure packet be provided in hard copy or in electronic form. The seller or his authorized agent has the right to request a hard copy of the disclosure packet in person at the principal place of business of the association. If the seller or his authorized agent requests that the disclosure packet be provided in electronic format, the association may not require the seller or his authorized agent to pay any fees to use the provider's electronic network or system. If the seller or his authorized agent asks that the disclosure packet be provided in electronic format, the seller or his authorized agent may designate no more than two additional recipients to receive the disclosure packet in electronic format at no additional charge.

When a disclosure packet has been delivered as required the Association will, as to the purchaser, be bound by the statements made regarding the status of the assessment account and the status of the lot concerning any violation of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, as of the date of the statement unless the purchaser had actual knowledge that the contents of the disclosure packet were in error.

The fee for an Association disclosure packet is \$50.00 if requested within two weeks of need. For short-term requests – under 14 days, the fee for a disclosure packet is \$100.00. Any fees charged for a specified update will be collected at the time of

delivery of the update. The seller may pay the Association by cash, check, or certified funds. Disclosure packets are good for 90 days.

### **How to Submit Architectural Review Committee Forms**

Prior to starting any change to a lot within Terra Grande, as defined in Sections 4, 5, 6, 7, 8, and 13, the homeowner shall provide the following documentation to the Terra Grande Architectural Review Committee:

- a) Completed Architectural Review Committee form(s), detailing the proposed addition or change (A copy of the appropriate form(s) can be obtained from the Association website under the Forms section)
- b) A copy of design plans (as appropriate) for any structure, driveway, and major landscaping changes to the lot
- c) Copies of any county permits, if already obtained

Forms and attachments may be submitted electronically via email to the Architectural Review Committee mailbox as well as to the President and Vice President(s) or may be submitted via US Mail to the Terra Grande Community Association, c/o Architectural Review Committee, P.O. Box 416, Newington, VA 22122-0416.

**In Writing:** Documentation between residents and Board members, which may be hand-written or electronically produced and submitted to the intended recipient(s) via hand-delivery, US Mail or technological means as appropriate. For more information refer to Section 55-515.3 (<https://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+55-515.3>) of the Virginia POA Act which addresses issues concerning the use of technology including electronic communications.

### **Restrictive Covenants**

The following are a series of policies designed to assist homeowners in better understanding Community practices and standards. The legal basis for these policies can be found in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for TGCA. Homeowners who rent their homes must also ensure their renters are provided with, and adhere to, all restrictive covenants.

Article VII of the Declaration contains nineteen restrictive covenants. These Covenants, which are binding on all homeowners, in some cases grant discretion to the Board and in others impose mandatory requirements, as described below, to the Architectural Review Committee. The text of the covenant is in bolded italics and is followed in each case by Board policy.

#### **Section 1. Residential Lots**

**Section 1. All Lots in the community shall be known and described as residential Lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached,**

**single-family dwelling, not to exceed two and one-half stories in height, with a private garage for no more than two cars.**

Terra Grande is a single family dwelling community. If a lot in the Community is suspected of housing more than one family, the Board will alert Fairfax County of a potential zoning violation (see <http://www.fairfaxcounty.gov/dpz/zoningordinance/> for details). Vehicles parked within the community will not block sidewalks and common or private driveways. All vehicles parked on Fairfax County streets (all of the Community streets fall under VDOT), must be adjacent to the sidewalks and not perpendicular. For safety reasons, homeowners should ensure their neighbor's visibility to egress to the street is not blocked or impaired.

## **Section 2. Prohibited Activity**

**Section 2. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.**

An activity will be considered to be an annoyance or nuisance when one or more residents have formally complained to the Board of Directors. A complaint must contain, at a minimum, the dates and times of the activity and the place at which the prohibited activity is conducted.

## **Section 3. Home Offices or Home Businesses**

**Section 3. Home Offices or Home Businesses. No Lot shall ever be used for any business, commercial, manufacturing, mercantile, storage, vending, sales, or other nonresidential purpose, provided, however, a Homeowner may maintain an office or home business in the Unit if: (i) such office or home business is operated by the Homeowner or a member of the Homeowner's household residing in the Lot; (ii) there are no displays or signs indicating that the Lot is being used other than as a residence; (iii) such office or business does not generate significant traffic or parking usage (as determined by the Board of Directors) by clients, customers, or other persons related to the business; (iv) no equipment or other items related to the business are stored, parked or otherwise kept on the Common Area; (v) such Homeowner has obtained any required approvals for such use from any appropriate state and local governmental agencies; and (vi) the activity is consistent with the residential nature of the community and complies with state law and local ordinances.**

Any acceptable business being operated from a home within the Community is subject to Section 2 above. Commercial Vehicles associated with an acceptable business being operated from a home within the Community are subject to the covenant described in Section 15 below without exception.

## **Section 4. Solar Panels**

**Section 4. Solar Energy Collection Devices (Solar Panels). Roof-mounted solar panels will generally be considered acceptable, provided the Homeowner receives permission from the Architectural Review Committee prior to installation.**

Please contact any member of the Board if additional clarification is needed.

## **Section 5. Doors and Windows**

**Section 5. Storm doors and storm windows may be installed or replaced, subject to approval of the Architectural Review Committee, provided they meet the standards of color, style and architecture.**

Storm doors and storm windows must match or blend with the style and color of the home on which they are to be installed. New or replacement doors and windows must be color coordinated with the existing trim of the home. A request for approval to the Architectural Review Committee prior to making any changes to the exterior of the home is required.

## **Section 6. Structures and Additions**

**Section 6. No structure or addition to be a structure shall be erected, placed, altered or externally improved on any Lot until the plan and specifications, including elevation, material, color, and texture, and a site plan showing the location of the improvement, with grading modifications shall be filed with and approved in writing by the Architectural Review Committee. No alterations, additions, or improvements shall be made to any garage which would defeat the purpose for which it was intended. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, or common driveway to any of the aforementioned. No temporary building shall be maintained on any Lot without the approval of the Architectural Review Committee. Obtaining a building permit from Fairfax County does not relieve the Homeowner of the need to seek approval from the Architectural Review Committee. The Board of Directors shall have the authority to establish and adopt architectural standards to preserve the natural beauty of the community, to guard against the construction and installation of undesirably designed or proportioned structures and structures built of undesirable and unsuitable materials, to obtain harmonious color schemes, to secure and maintain proper setbacks from the streets and adequate free space between structures, and, in general, to provide adequately for a high type and quality of improvements on the Properties, and thereby to enhance the value of the Lots in the community. Following approval, the following standards shall be met:**

- (a) A Fairfax County building permit, if required, shall be obtained.**
- (b) Structures shall blend with the character of the community in color, style, and architecture (e.g., storm doors and windows shall be color coordinated with the existing house trim).**
- (c) Structures shall be structurally sound.**
- (d) Temporary structures shall not be clearly visible from the front of the house.**

Structures and additions include, but are not limited to; decks, porches, patios, room additions, driveway extensions, solar panels, storm doors, storm windows, replacement windows, or a change in color of paint. Temporary Structures include, but are not limited to, firewood sheds/supports, dog houses, playhouses, tree houses, work sheds/tool sheds, swing sets, etc.

Prior to beginning work on any structure, addition, or temporary structure, the Lot owner must seek approval from the Architectural Review Committee as stated in Section 19, below. Following approval, the following standards must be met:

- Temporary Structures must not be clearly visible from the front of the house or the street. In the event a temporary structure's intended location will cause it to be visible from the street, due to the layout of the property, the Board will work with the homeowner in an attempt to determine a compromise acceptable to all parties.
- Free-standing temporary flagpoles are permitted to be erected during holidays but must be removed within seven calendar days after the holiday period. Please contact the Board of Directors for clarifications as needed.
- Dog houses and the grounds around them must be kept neat, attractive and clean. Should complaints arise over an unkempt pet area, the Association reserves the right to have the owner clean up the area.

## **Section 7. Fences**

**Section 7. All fences or enclosures shall be approved by the Architectural Review Committee as to location, material, and design. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.**

- (a) Fairfax County permits shall be obtained if required. Enclosures shall be permanently installed using acceptable construction standards.**
- (b) Fences will not extend forward of the front line of the house, will be installed with the finished side out and exposed to the public view, and will not exceed six (6) feet in height. A corner Lot has faces on two streets, and this rule applies to both faces. In addition to the**

**"front" face of the house, the fence on the side street shall start at the back corner of the house and run parallel to the side street.**

- (c) Fence pickets and posts shall be vertical.**
- (d) Fences shall be constructed principally of either wood or vinyl. Vinyl fences shall have the highest quality UV and weather protection.**
- (e) Chain link fences or free standing wire-mesh type fences are strictly prohibited.**

Fences (including electric fences designed to contain pets within a specific area or yard) will not extend forward of the front line of the house (front of house is defined by the location of the front door).

Fences which are installed on or near a retaining wall will be measured from the ground in which the fence posts were installed and not the retaining wall surface. However, if the fence and retaining wall are built for flood or erosion mitigation purposes, the fence may be constructed on top to the retaining wall provided the homeowner obtains prior approval from the Architectural Review Committee (ARC) and their neighbors whose lots adjoin their property. A corner Lot has faces on two streets, and this rule applies to both faces. In addition to the "front" face of the house, the fence on the side street must start at the back corner of the house and run parallel to the side street. Fence pickets and posts must be vertical.

Fences must be constructed principally of wood and must be naturally colored. Wire mesh may be used in conjunction with a split rail fence provided that it is of a galvanized or non-rusting material and it is mounted inside the fence. Residents planning to make changes to existing fences must submit those plans and get approval from the Architectural Review Committee prior to making any changes.

### **CHAIN LINK FENCES OR FREE STANDING WIRE MESH TYPE ENCLOSURES ARE PROHIBITED.**

Vinyl fences must be approved by the Architectural Review Committee. The fences must have the highest quality UV and weather protection. The Board reserves the right to ask the homeowner to clean, repair, or replace any vinyl fence showing signs of mildew, yellowing or fading.

## **Section 8. Maintaining Lots**

**Section 8. All Lots and improvements thereon shall be maintained in good order and repair and in a neat and attractive manner so as not to detract from the appearance of the community, including but not limited to, the seeding, watering and mowing of all lawns, pruning and cutting of shrubbery and trees, and the painting or other external care of all improvements, all in a manner and with such frequency as is consistent with good property management.**

- (a) Siding, trim, gutters, and shutters shall be kept in good repair, including paint. Any change in colors must be approved by the Architectural Review Committee. No approval is required if the paint color remains the same.**
- (b) Lawns shall be kept mowed during the growing season, and grass may not be taller than nine (9) inches.**
- (c) Compost piles, firewood stacks, and construction materials shall be maintained in an orderly manner and must not be clearly visible from the front of the house. Deliveries of firewood, mulch, or other landscaping materials which are unloaded and visible to the front of the house shall be removed from sight within 72 hours.**
- (d) Landscape timbers, bricks, and stones shall blend with the character of the community in color, style, and architecture.**

Homeowners must seek Architectural Review Committee approval in advance for any changes in colors. Colors and styles must be in harmony with the adjacent lots and community as a whole. No approval is needed if the paint color remains the same.

Lawns are to be kept mowed during the growing season. However, the Board recognizes that it is not always possible for a resident to mow on a regular schedule due to wet weather and work schedules. This regulation is intended to address habitually overgrown lawns.

During extended dry periods, lawns that are dormant will not be considered to be in violation of this provision.

Landscape timbers, bricks, and stones must blend with the character of the community in color, style, and architecture.

Vegetable gardens must be of reasonable size and constructed with due consideration to the resulting appearance to neighbors. Prior approval is not required for fruit and vegetable gardens or landscaping in side yards and backyards. Fruit and vegetable gardens cannot be grown in front yards. For corner lots, fruit and vegetable gardens can be grown on the side of the house that does not have the front door. However, the Board reserves the right (for example, in the event of a written complaint, as noted in Section 2 above) to rule gardens, landscaping, or storage areas for compost or firewood to be unacceptable and to require remediation in accordance with Section 19 below.

## **Section 9. Temporary Structures**

**Section 9. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently.**

This includes sheds and structures constructed adjoining one or more outside walls of the home. Occasional use of a tent for backyard overnight camping is deemed by the Board NOT to be a violation of this section.

## **Section 10. Signs**

**Section 10. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than one square foot, and except as follows:**

- (a) Real estate signs advertising the sale, rental or lease of a premise or part of the premises on which the signs are displayed. Such signs shall not exceed a total area of four (4) square feet. Such signs shall not exceed one (1) in number per property, except that there may be two (2) such signs on a corner Lot. Such signs shall be removed within seven (7) days of settlement, rental, or lease.**
- (b) Nothing in this section will be deemed to prohibit directional signs to properties which are for sale, provided that permission is obtained by the Homeowner prior to placing a sign on a private Lot. Any directional sign(s) placed in the traffic circle at the intersection of Terra Grande Avenue and Woodstown Drive shall not exceed 30 inches in height, and shall not be more than 24 inches away from the road sign post at the center of the circle.**
- (c) A temporary political sign may be displayed and shall be in accordance with the Fairfax County Zoning Ordinance Article 12, Part 1, Section 12-103, 3. L. (1)- (7), as it may be amended. Only one (1) temporary political campaign sign may be displayed on one Lot, no more than seventy-five (75) days prior to the nomination, election, or referendum, and shall be removed within fifteen (15) days after the nomination, election, or referendum. The sign should be no larger than four (4) square feet in size.**
- (d) Temporary home improvement signs may be displayed. Any such sign may identify the contractor, architect, or firm involved with the home improvement, but shall not include any advertisement of any product. Such sign shall be located on the Lot of the dwelling unit with the home improvement, shall not exceed a total area of four (4) square feet and a maximum height of three and one-half (3 1/2) feet, shall be limited to one (1) in number per dwelling unit, and may be freestanding. No such sign shall be displayed prior to commencement of the on-site home improvement work, and such sign shall be removed within seven (7) days after the home improvement is complete. However, in no event shall such sign be displayed for a period in excess of three (3) months.**

Real Estate signs include "For Sale by Owner" signs.



"For Sale" of a personal vehicle is limited to one sign, placed inside the vehicle window, no larger than one (1) square foot in size, for no longer than one (1) month.

"For Sale" of personally-owned items is limited to one sign per lot, regardless of the number of items for sale, with no directional signs permitted. The sign must be no larger than one (1) square foot in size, and posted for no longer than fourteen (14) consecutive days.

Private event signs, such as open house, yard sale signs, etc., may be posted no more than one (1) week prior to the sale and must be removed by the day after the event ends.

Posting of announcement signs (graduation, etc.) will be limited to fourteen (14) consecutive days.

Non-profit athletic organization signs and non-profit service organization signs may be permitted with prior approval from the Board. Posting of approved signs will be limited to fourteen (14) consecutive days.

## **Section 11. Animals**

**Section 11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that two dogs, two cats or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.**

- (a) Owners of pets shall comply with Fairfax County leash laws. Compliance with all other animal control laws is required. Residents are required to clean up after their pet(s) and immediately remove any pet waste left by their pets anywhere in the community.**
- (b) Dogs that are vicious or threatening to other residents or their families are prohibited. The Association will attempt to identify the owner of the animal. If the owner can be identified, the Association will communicate a warning, in writing, that the animal has been found not in compliance. Following a second occurrence within a one (1) year period, the Association has the right, following a hearing, to order that the animal be removed from the community.**
- (c) Doghouses, other pet structures, and the grounds around them, shall be kept neat, attractive, and clean.**

Owners of pets must comply with Fairfax County leash laws Section 41.1-2-4 and all other Fairfax County animal control laws. Fairfax County policies regarding dangerous and vicious dogs are located at <http://www.fairfaxcounty.gov/police/animal/dangerous-vicious-dogs.htm>.

## **Section 12. Trash and Waste Disposal**

**Section 12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, recycling, and garbage receptacles shall not be stored where they are visible from the front of house. Trash and recycle containers shall not be placed on the curb for pickup prior to 6:00p.m. on the evening before the scheduled pickup. They shall be removed by 8:00 p.m. on the day of pickup.**

Trash and recycle containers must not be stored where they are clearly visible from the front of the house.

Disposal of pet waste: Pet owners must carry plastic bags, scooper, or other material to remove pet waste from property other than their own, including sidewalks and curbs. Doggie bags are located at the pet station in the vicinity of the soccer field. For odor and sanitary reasons, pet owners should not put pet waste in the trash containers at the soccer field. Pet waste should be removed and disposed of at the pet owner's residence.

The Board recognizes the occasional need for the use of commercial trash dumpsters during renovations. Contact the Board to describe any such plans prior to dumpster arrival.

## **Section 13. Antennas**

**Section 13. No exterior television or radio antenna that exceeds one meter (39.37") in diameter, including a satellite dish of any sort, used to receive video programming, or to receive and transmit fixed wireless signals shall be erected or maintained on any Lot. Any antenna masts that extend more than 12 feet above the roofline and antennas posing safety hazards are prohibited.**

The Architectural Review Committee grants blanket approval for television reception antennae to be installed provided they comply with FCC regulations.

Specific safety hazards include, but are not limited to, placement of antennae that could result in personal injury, exposed cables laying on top of the ground, and placement where people could be exposed to excessive or harmful Electromagnetic Pulses (EMPs) or microwave signals.

The homeowner must notify the Architectural Review Committee of intent to install a satellite dish/television antenna on their property and state the type of antenna to be installed, the location, method and manner of antenna installation anticipated. A satellite dish must be attached to the house unless the homeowner provides

documentation to the Architectural Review Committee that the dish must be located elsewhere for adequate reception. Homeowners are advised that placement of a dish on the front of the home will not be allowed unless that is the only location on the property with acceptable reception. Homeowners must not remove or alter their neighbors' or common property foliage to enhance signal strength without written approval from either party.

## **Section 14. Easements**

**Section 14. Easements for installation and maintenance of utilities, including sanitary and storm sewer lines, are reserved over the side and rear five feet of each Lot and over any portion of the Common Area.**

- (a) The Association reserves the right to grant right-of-access to Fairfax County and utility companies for ingress to and egress from easement areas, including, but not limited to Fairfax County Storm Management and Virginia Dominion Power, which use easement paths for periodic maintenance of dams and power lines.**
- (b) Residents are prohibited from dumping trash and yard waste in easement areas.**
- (c) Residents are prohibited from driving vehicles and ATVs on these paths.**
- (d) Residents are prohibited from trespassing in the dam areas located on any of the Association's Common Areas.**

The Board makes every effort to preserve mature lawns located in common areas between the homes in our community. The Association encourages homeowners to continue to volunteer to assist in maintaining easements adjoining their lot. The Association reserves the sole right to grant right-of-way access to and from easement areas.

Maintenance of street lights in the community is the responsibility of Dominion Virginia Power. If a pole is damaged or the light fixture is malfunctioning, residents should note the identification number on the pole and report the malfunction to Dominion Virginia Power at 1-866-366-4357 or 1-866-366-5269.

## **Section 15. Prohibited Vehicles**

**Section 15. No commercial vehicles, junk vehicles, and recreational vehicles (including boats) shall be maintained or parked permanently within the boundaries of the subdivision; no motorized vehicle may be used or maintained on the yards or sidewalks of a Lot or Common Area; and no unlicensed vehicles are allowed on the Property, except as follows. The Board of Directors shall have the right to tow any improperly parked vehicle, or it may tow any vehicle kept or parked on any Lot or Common Area in**

violation of this Declaration, upon forty-eight (48) hours' notice posted on the vehicle.

- (a) **"Commercial Vehicle"** shall include: (i) any solid waste collection vehicle, tractor, truck or tractor truck/semi-trailer, or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle, with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment, whether located on the highway or on a truck, trailer, or semi-trailer; (ii) any trailer, semi-trailer, or other vehicle in which food or beverages are stored or sold; (iii) any trailer or semi-trailer used for transporting landscaping or lawn-care equipment, whether or not such trailer or semi-trailer is attached to another vehicle; (iv) any vehicle with "For Hire," or Dealer (either in-state or out-of-state) plates; and (v) any vehicle licensed by the Commonwealth for use as a common or contract carrier or as a limousine. In addition the following are considered commercial vehicles: any vehicle that the owner uses primarily for commercial practices and activities -- for example, any specialized car, van, or truck used for or to advertise a business or service (be it a profit, non-profit, or not-for-profit organization). Specialization includes, but is not limited to, signs, ladders, ladder racks, extended hitches, and hydraulic lifts, oversized tool boxes, welding equipment, and towing mechanisms. The provisions of this Declaration prohibiting the parking of commercial vehicles on the Lots and Common Areas shall not apply when any such commercial vehicle is picking up or discharging passengers, or when it is temporarily parked pursuant to the performance of work or service at a particular location.
- (b) **"Junk Vehicle"** shall be defined as any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals are removed, destroyed, damaged, or deteriorated. Junk vehicles also include those vehicles parked within boundaries of the community for a period of four ( 4) days or more which do not have valid license plates. Vehicles must also have a valid inspection sticker and current state license plates. Noncompliant vehicles shall not be allowed to remain in public view beyond the four ( 4) day period.
- (c) **"Recreational Vehicles"** shall include, but are not limited to, motor vehicles that are intended for leisure activities, motorized self-propelled motor homes, recreational motor homes, or other recreational vehicles, boats, boating equipment, travel trailers, camping vehicles or camping equipment. Travel trailers and small

**boats may be stored in the rear yard of a Lot behind a privacy fence, provided that the trailer or boat is not visible from the street, and provided that the Lot Owner obtains written permission from the Board of Directors. The Board of Directors may impose any reasonable conditions and restrictions as to the nature, dimensions, and materials of any privacy fence, so as to limit the impact on the surrounding Lots and Common Areas.**

Recreational motor homes are prohibited from being stored within the boundaries of the Community. Travel trailers and boats may be stowed behind a privacy fence, provided that the trailer or boat is not visible from the street.

Recreational vehicles, travel trailers, non-motorized towable trailers (such as utility trailers and rental trailers), and boats may be parked for reasonable periods of time (no more than 48 hours) in the owner's driveway or on the street in front of the owner's house – recognizing that the pipe stems that are shared should not be used for this purpose. When parked within the neighborhood, a protective cover must be placed over any exposed propeller.

Vehicles and trailers in violation of this Section should not be moved from one location anywhere in the community to another location anywhere in the community, in an attempt to circumvent the 48-hour parking limitation.

The Board's intent is to allow people to bring their recreational vehicles, travel trailers, non-motorized towable trailers, and boats into the community and out of external storage locations because they intend to use them – not for the purpose of storing them.

The Board recognizes the occasional need for the use of large commercial storage containers ("pods", crates, etc.) or detachable commercial trailers during moves or renovations. Contact the Board to communicate the plans for the use of these containers or trailers prior to their arrival.

## **Section 16. Clotheslines**

**Section 16. Drying of any wet clothes or airing of any garment or bedding shall be permitted to be done outside of the house located on any Lot in the subdivision within the rear yard area only, but shall not be visible from the front of the house.**

Given environmental concerns, clothes, carpets and bedding can be dried on properly constructed clotheslines in the backyard. These items must not be visible from the street. Additionally, since some backyards can be seen from the front door of neighbors, items left out to dry in backyards should not remain more than 48 hours.

## **Section 18. Reporting Violations**

**Section 18. The Association or any Homeowner 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 Amended and Restated Declaration of Covenants, Conditions and Restrictions. Failure by the Association or by any Homeowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.**

If a homeowner or resident feels that one or more restrictions, conditions, or covenants have been violated, they are encouraged to report their concerns to the Board of Directors. Reports must include the following:

1. A description of the issue or concern.
2. Any actions that have been taken, or are planned, to resolve the issue.
3. A specific reference to the restriction, condition, or covenant, being violated.
4. When possible, one or more photographs depicting the violation.

Following receipt of this kind of report, the Board of Directors will fully investigate the complaint and will inform the complainant of the results of their investigation and any action that will be taken. If the complainant contests the results of the Board's investigation, they are encouraged to inform the Board prior to taking additional action.

**Note:** the Board of Directors cannot become a party to disputes between lot owners when the dispute does not involve a violation of a restriction, condition or covenant.

## **Section 19. Architectural Review**

**Section 19. The Board of Directors may appoint an Architectural Review Committee consisting of three or more persons. All current members of the Association Board of Directors are eligible to serve as members of the Architectural Review Committee. No project shall be commenced until approval of the Architectural Review Committee has been obtained Failure of the Committee to approve or disapprove a request within thirty (30) days shall be construed as Committee approval of the request.**

The Board may appoint an additional three members (other than current Board members) to the Architectural Review Committee. Lot owners interested in sitting on the Architectural Review Committee should communicate their interest to any member of the Board.

## **Hearing Procedures and Charges of Assessment for Violations of Restrictive Covenants**

The Declaration authorizes the Board of Directors to establish and maintain due process procedures leading to the assessment of charges for violations of the Declaration and other Rules, Regulations and Policies of the Association and regarding the suspension of voting rights and right to the use of Common Area for non-payment of assessments. The Board has adopted the following due process procedures:

1. The Board of Directors of the Association will have the authority to assess charges against any member for any violation of the Declaration, rules, regulations or policies for which the member or his family members, tenants, guests or other invitees are responsible.
2. Before suspension of a member's right to use facilities or any service offered by the Association and/or before any charges may be assessed for violations of the governing documents, the member shall be given a reasonable opportunity to correct the alleged violation after written notice of the alleged violation is sent to the member at the address of record with the Association.
3. If the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the Board.
4. Notice of a hearing will be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association at least fourteen (14) days prior to the hearing.
5. The amount of any charges assessed will not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any continuing offense. The total charges for any continuing offense will not be assessed beyond a period of ninety (90) days (maximum \$900).
6. The charges assessed in these situations will be treated as an assessment against the member's Lot for the purposes of Article VI, and other applicable provisions of the Declaration of Covenants, Conditions and Restrictions, and for the purposes of Section 55-516 of the Virginia Property Owners Association Act.
7. The hearing result will be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association within seven (7) days after the hearing.

## **Rules and Regulations Governing the Use of Common Property**

### **Tennis Court**

The tennis court is for the exclusive use of lot owners and their families, tenants, guests and guests of tenants. Due to repeated abuse of the tennis court, a lock has been installed. Upon payment of a refundable security deposit of \$25.00, a key to the court will be issued under the following rules:

1. The use of the tennis court is restricted to the play of tennis only. No other activity (which may damage the court) is permitted.
2. The key is solely for the use of the Homeowner or Resident and their families. It may not be transferred or given to anyone else for use, including to a purchaser.
3. If a key is lost, the Homeowner or Resident is responsible for the cost of re-keying the lock and replacing all keys.
4. Homeowners or Residents are responsible for cleaning up after themselves and ensuring that the gate is locked when they are finished playing.
5. The key will be returned to the Association prior to vacating the premises. The \$25.00 refund will be subsequently issued as soon as possible and upon payment of any outstanding amounts due to the Association.
6. The tennis court is only to be used between dawn and dusk each day.

An owner requesting a key must contact a Board Member and complete a key registration form. This form must be returned with a deposit in the amount of \$25.00.

### **Other Common Property Areas**

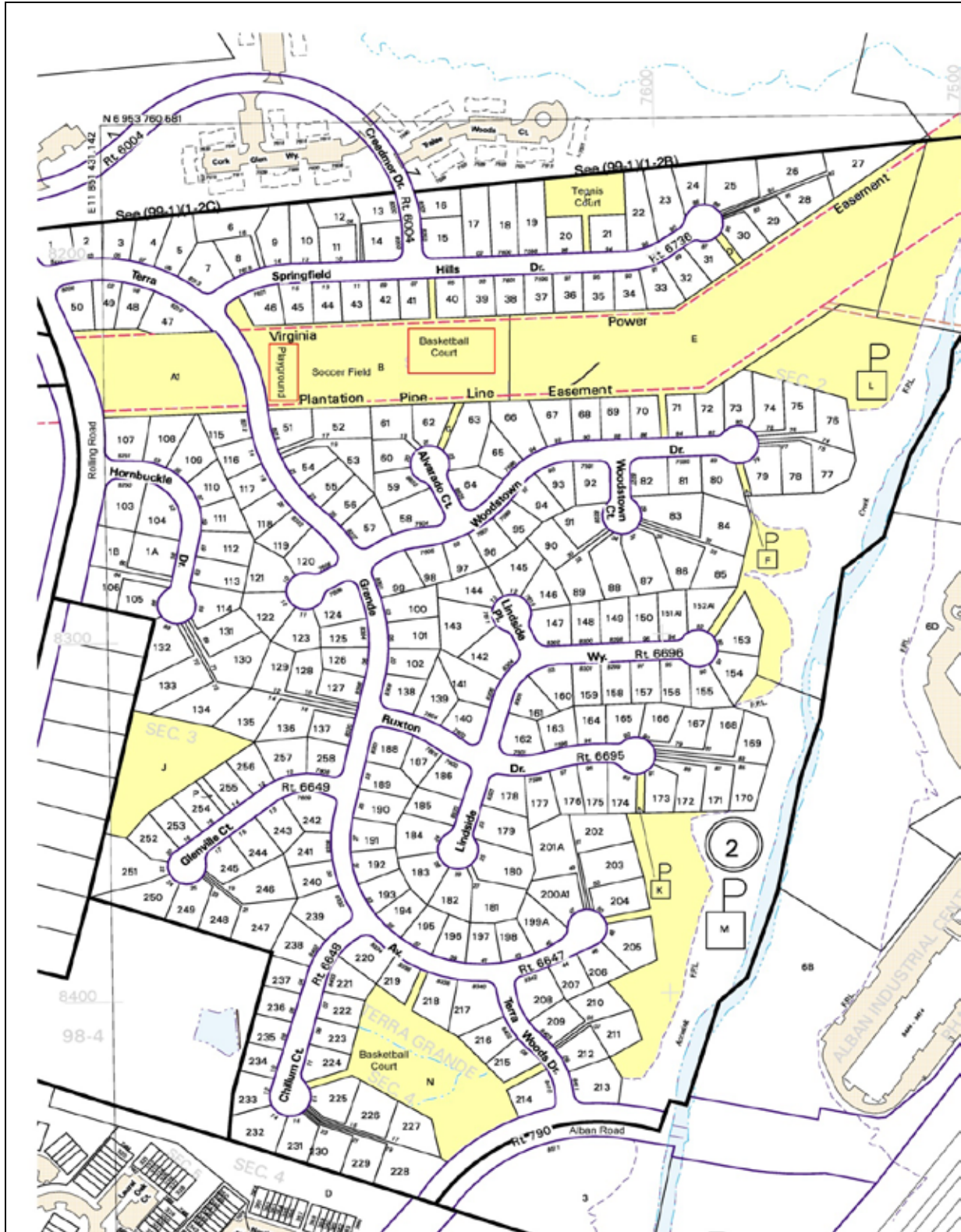
Common property areas enhance the family-living life style of the Terra Grande Community. Common property includes any property within the boundaries of the community which are not part of individual lots. Terra Grande Common Property includes the tennis court, playground areas, and the soccer field. Terra Grande shares some of these areas as easements with Fairfax County and utility companies. To preserve our easement areas and maintain our common property, dumping of trash, yard waste, and pet waste in common areas is prohibited. Disposal of trash and yard waste should be done through local trash companies. Homeowners who dump yard waste and trash in common areas will be subject to an assessment.



**Note:** It is the policy of the Terra Grande Community Association that no alcoholic beverages, illegal substances or drug-related paraphernalia are permitted on any common area within Terra Grande at any time.

Use of the soccer field and other common areas is restricted to residents of Terra Grande, their families, and guests. Common Property Areas are only to be used between dawn and dusk each day. Team usage of the soccer field is scheduled and regulated by the Board of Directors and will have priority over other usage. Smoking in the mulched area of the playgrounds is not permitted. The use of gas or charcoal grills on any Common Property Area must be approved in writing by the Board in advance. Disposal of hot charcoal is strictly prohibited within any Common Property Area.

The use of all-terrain vehicles, dirt bikes, or other motorized recreational vehicles is prohibited. Violators will be subject to a \$50.00 violation assessment per occurrence, and civil action may be brought against repeat offenders.



**Terra Grande Community Map  
(common areas highlighted in yellow)**

## **Complaint Procedures by Homeowners and Residents to the Terra Grande Community Association**

**WHEREAS** Terra Grande Community Association, (the "Association") is a common interest community subject to regulation by the Virginia Common Interest Community Board ("CICB"); and

**WHEREAS** common interest communities in Virginia are required by law and CICB regulations to establish rules for receiving and considering Complaints from members and other citizens concerning a matter regarding the action, inaction or decision by the governing Board, managing agent or Association inconsistent with applicable laws and regulations; and

**WHEREAS** the Association desires to implement a Complaint Procedure in accordance with Section 55-530 of the Code of Virginia and regulations adopted by the CICB;

**THEREFORE**, it is hereby resolved that the Association, acting by its Board of Directors, adopts the following Complaint Procedure.

### **Timing of Complaint Procedure**

This Complaint Procedure shall not be used until any and all applicable avenues for internal appeal have been exhausted. After the conclusion of any pending internal dispute resolution proceeding, if a member of the Association or other citizen believes that the decision made by the Association is inconsistent with applicable laws or regulations, then such party may register a Complaint with the Association under this Complaint Procedure.

If there is a pending hearing pursuant to Section 55-513 of the Virginia Property Owners' Association Act, such hearing shall be concluded prior to filing the Association Complaint under these procedures. However, in the sole discretion of the Board of Directors, or other hearing tribunal constituted by the Board of Directors, in appropriate cases, upon reasonable notice to the Complainant, the hearing pursuant to Section 55-513B may be combined with the hearing under this Complaint Procedure.

### **Filing the Written Complaint.**

- A. A member of the Association, or other citizen, must register a Complaint in writing.
- B. A sample of the "Association Complaint Form" may be obtained from the Association website and must be used when filing a Complaint with the Association under these procedures.
- C. The completed Complaint form with all supporting documents, correspondence, and other materials related to the Complaint, must be delivered to the

Association's President. Delivery of the Complaint shall be made by registered or certified mail, return receipt requested, or delivered by electronic means to [president@terragrancedca.org](mailto:president@terragrancedca.org), provided the sender retains sufficient proof of electronic delivery, within thirty (30) days of the alleged act, or failure to act, which is the subject of the Complaint.

### **Receipt and Adequacy of the Complaint.**

- A. The Association shall provide written acknowledgment of receipt of the Association Complaint to the Complainant within seven (7) days of receipt. Such acknowledgment 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 electronic means, provided the sender retains sufficient proof of the electronic delivery.
- B. To the extent that the Complainant has knowledge of the law or regulation applicable to the Complaint, the Complainant shall provide that reference, as well as the requested action or resolution. If it appears that the submitted Complaint is inadequate in any way, then the Association may provide notice of such to the Complainant. The notice should describe how the Complaint is inadequate and advise the Complainant of the need to submit a revised Complaint, or additional information before it can be forwarded to the Board for consideration. If it appears that the submitted Complaint includes the required information, the President shall provide the Board of Directors with a copy of the Complaint for consideration.

### **Board Consideration of the Complaint.**

- A. The Board of Directors, shall consider the Complaint within ninety (90) days of receipt of an adequate and completed Complaint, or under extenuating circumstances, as soon thereafter as may be reasonably possible.
- B. Notice of the date, time, and location informing the Complainant when and where the matter will be considered shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Complaint, at least fourteen (14) days prior to consideration by the Board.
- C. If the Association has provided notice to the Complainant of the inadequacy of the Complaint as provided for in Receipt and Adequacy of the Complaint, paragraph B above, but if the Complainant does not submit a revised Complaint or additional information within thirty (30) days after such notice is sent, then the Association may consider the Complaint as submitted and make a final determination.

### **Notice of Association Board/Hearing Committee Decision**

- A. After the final determination is made, the written notice of final determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Complaint or delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery, within seven (7) days.
- B. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable association governing documents, laws, or regulations that led to the final determination, as well as the CICB registration number of the association.
- C. No further appeal process under this Association Complaint Procedure is available, and the decision rendered by the Association's Board or hearing tribunal may be considered a "final adverse decision" for purposes of this Complaint Procedure.

### **Notice of Final Adverse Decision to Common Interest Community Board.**

- A. The Complainant shall have the right to file a "Notice of Final Adverse Decision" with the Common Interest Community Board. A copy of a form for this purpose may be obtained from the Association website. Additionally, a form entitled "Request for Waiver of Filing Fee" may also be obtained from the Association website.
- B. A record of each Complaint shall be maintained for no less than one year after the Association acts upon the Complaint.
- C. The Association Complaint Procedure must be readily available (upon request) to all members of the Association and citizens.
- D. The Association Complaint Procedure shall be included as an attachment to the resale disclosure packet.

This Association Complaint Procedure replaces in its entirety the complaint procedures previously adopted by the Board of Directors prior to September 28, 2012.

## **Glossary of Terms Used in this Document**

**Board of Directors:** homeowners who are delegated and assigned to the executive body of the Association, or a committee which is exercising the power of the executive body by resolution or bylaw.

**Commercial Vehicle:** In addition to the Fairfax County definition of a commercial vehicle (<http://www.fairfaxcounty.gov/fcdot/parkingcodechanges.htm>), our covenants define a commercial vehicle as:

- Any vehicle that is used primarily for commercial practices and activities.
- Any specialized car, van, or truck used for or to advertise (for a business or sales purposes) a business, service, "for hire," be it a profit, non-profit, or not-for-profit organization.
- Specialization includes, but is not limited to, signs, ladders, racks, extended hitches, hydraulic lifts, oversized tool boxes, welding equipment, and towing mechanisms.

**Common Area:** All real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. (Examples include the playground, soccer field, basketball courts, and the tennis court) See "Rules and Regulations Governing the Use of Common Property" (page 20) for additional information, including a community map (page 22) identifying these areas.

**Disclosure Packet:** a packet of information, the contents of which are specified by law, in order for a buyer to evaluate the association and the obligations, financial and otherwise, associated with owning the property under consideration for purchase. A Disclosure packet has to be given to the buyer prior to the close of the sell. Receipt for Disclosure Packets (must be signed by receiver – two (2) copies – one (1) copy goes to the receiver and the other signed copy is kept on file).

**Easement:** An easement is a right given to another person or entity to enter land that person or entity does not own. Easements are used for access roads, for example, or given to utility companies for the right to bury cables or access utility lines.

**Front of House:** the side of the house defined by the location of the front door.

**Grandfathered:** The exception by the TGCA Board of any covenant violation by a homeowner, who had and continues to maintain that condition prior to the publication of the covenants (covenants dated 1983 or later) and Policy Manual. "Grandfathering" only applies to the original property owners, who are required to remove grandfathered items prior to sale of the property. If the original owner neglects to do so prior to closing and the covenant violation is noted in the disclosure packet, the exception item is no longer considered "grandfathered" and the purchaser will be required to adhere to current covenants by removing the exception item(s) within 60 days after the closing

date. Exception of the violation does not convey to the new owner. For example, the Board will require the current homeowner to remove outdoor TV antennae prior to the sale of the home if the new owner will not be using them.

**Junk Vehicle:** any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition because the parts necessary for operation such as, but not limited to, tires, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals are removed, destroyed, damaged or deteriorated. Junk vehicles also include those vehicles parked within the boundaries of the community for a period of four (4) days or more which do not have valid license plates.

**Lot:** any plot of land shown upon any recorded subdivision plat of Properties, with the exception of the Common Area and areas dedicated for public use.

**Neighborhood Watch:** Terra Grande is a Neighborhood Watch community, in conjunction with the Fairfax County Police Department (for additional details, see <http://www.fairfaxcounty.gov/oem/citizencorps/nw.htm>).

All residents of the community are encouraged to participate. Contact information for the Neighborhood Watch Coordinator(s) can be found on the Association website. A volunteer resident acts as Neighborhood Watch Coordinator, whose responsibilities include:

- tracking all reported incidents,
- advising residents who report concerns,
- maintaining an electronic distribution list, which is used to notify residents of significant incidents,
- acting as the community liaison with the local Fairfax County Police station,
- inform the members of the Board of incidents and concerns.

**Pipestem or Common Driveway:** Any privately-owned thoroughfare built and maintained by homeowners using and sharing the thoroughfare for the ingress and egress to their homes using the easements shown on the plats attached to the Deeds of Dedication and Subdivision for any Section of Terra Grande or as may subsequently be established by Declarant. Affected lots are the lots encumbered by and/or served by a common driveway; e.g., have driveways connecting directly to the pipestem rather than the street. Due to the limited width of these driveways and to allow access for emergency vehicles, parking is prohibited on these common driveways. Temporary parking of vehicles during deliveries is permitted, but they must not obstruct access to other properties sharing the pipestem. In accordance with Article VIII of the Declaration, care and maintenance of each pipestem is the collective and equal responsibility of the homeowners whose properties are accessed from that pipestem.

**Property or Properties:** all Lots and Common Area parcels, as shown on subdivision plats recorded among the land records of Fairfax County, Virginia and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Street:** Any public thoroughfare built and maintained by either Fairfax County or the Virginia Department of Transportation (VDOT). Traffic and parking laws are enforced by the Fairfax County Police Department on all streets in Terra Grande.

**Structures and additions:** includes, but is not limited to; decks, porches, patios, room additions, driveway extensions, solar panels, storm doors, storm windows, replacement windows, or a change in color of paint.

**Temporary Structures:** includes, but is not limited to, firewood shed/supports, doghouses, playhouses, tree houses, work sheds/tool sheds, swing sets, etc.

**TGCA:** the Terra Grande Community Association.

**Visible from the street:** Visible from the street by someone standing, walking, riding, or driving at ground level from outside of the property located in the Terra Grande community.

Terra Grande Community Association, Inc.  
P.O. Box 416  
Newington, VA 22122-0416