

**Guide to the Principal Rules and Regulations  
of the  
West Market Community Association**

This guide is intended as a resource for the owners and residents of the West Market Community Association. It summarizes some of the rules and regulations that apply to all owners and residents of the Association, and the processes and consequences that may apply in the event of non-compliance. Condominium owners/residents should be aware that the community's two condominium associations – Lincoln Park and Madison Park – also have certain rules and regulations that may impose other or more stringent requirements. Condo-specific rules and regulations are the province of the individual condominium boards of directors, and are not the subject of this guide.

This guide does not contain all rules and regulations that pertain to the Association's residents, and it may be modified from time to time. As a summary it does not replace, amend, or modify the West Market governing documents (including the Declaration, Bylaws, and any Board-adopted policies), and owners/residents are at all times bound by the requirements contained in those documents – whether or not those full requirements are summarized here. In the event of any conflict or inconsistency between this summary and those governing documents, the governing documents apply. Owners and residents should consult the governing documents for the actual covenants, rules, and regulations.

**Key Terms Used in this Guide**

For a glossary of the key terms/acronyms used in this guide, click [here](#).

**Notice and an Opportunity for Hearing**

Virginia Law and the West Market governing documents provide for the imposition of certain charges, collection costs, and/or suspension of community privileges in the event of non-compliance with the Association's covenants, rules, and regulations. As a general proposition (and there are exceptions), charges and suspensions of privileges must be preceded by notice to the allegedly non-compliant Owner with an opportunity for hearing. Click [here](#) for a more detailed explanation of the West Market hearing notice and process.

**Rules and Regulations by Topic** (click on link for summary guide)

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### *Glossary of Key Terms*

**Association or WMCA:** The West Market Community Association, Inc..

**Common Area(s):** Those areas within the Association dedicated to the common use and enjoyment of the Association's residents, as more specifically defined in the governing documents.

**Bylaws:** Bylaws of West Market Community Association, Inc. dated July 17, 1997 (as or as they may be amended).

**Decl.:** The Declaration of Covenants, Conditions, Restrictions, and Easements for "West Market Community" Reston, Virginia, dated July 1997 (as or as it may be amended).

**TCDRB:** The Reston Town Center Association Design Review Board, which generally must approve any modification or improvement to the exterior of any West Market lot or home.

**Owner:** Means an owner of a West Market home. The Owner is also responsible for ensuring that anyone living at the home, any tenant(s), and/or any of Owner's or tenant's guests or visitors comply with all rules and regulations of the Association. Requirements set forth in this guide that apply to Owners apply to any resident.

**On-site Manager:** The employee of the Association's retained property management firm working out of the West Market Club House who is responsible for day-to-day management of the Association's property.

**POAA:** The Virginia Property Owners' Association Act, Title 55, Chapter 26 of the Virginia Code (as or as it may be amended), which governs community associations like West Market.

**WMBOD:** The West Market Community Association Board of Directors.

**WMBOD Policy:** Any policy, rule, or regulation the WMBOD adopts.

### Notice and Hearing Requirements

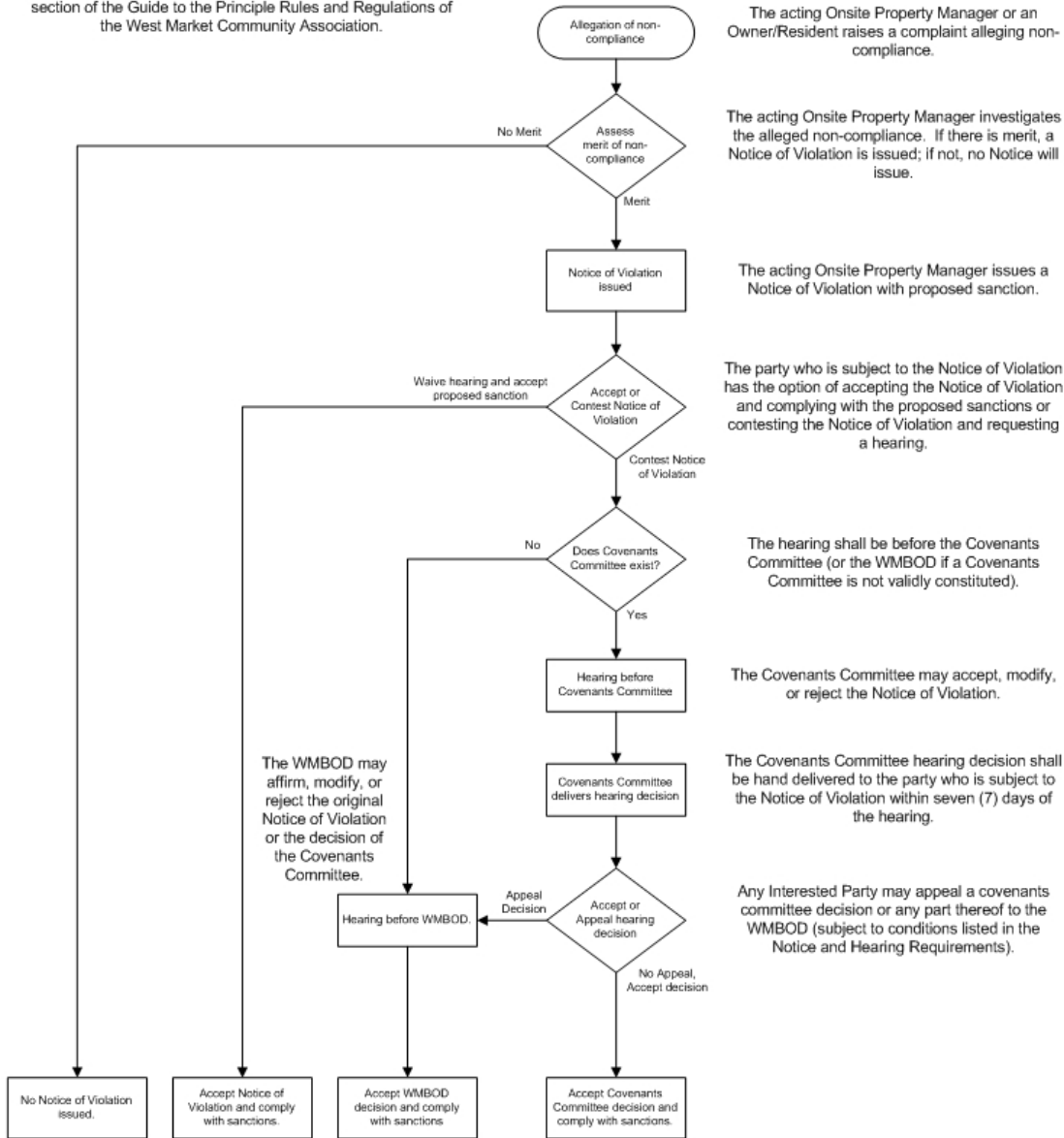
Except as permitted under Virginia Law and/or the governing documents, the assessment of charges and/or suspension of community privileges for non-compliance with the Association's covenants, rules, and regulations shall be preceded by notice to the allegedly non-compliant Owner or resident and an opportunity for hearing. The WMBOD Notice and Hearing Policy sets forth that process:

1. All complaints of an alleged violation of the WMCA covenants, rules, or regulations shall be reviewed in the first instance by the On-Site Manager. Complaints may be initiated by the On-Site Manager or by any Owner/resident who believes in good faith there has been a violation.
2. Once aware of an alleged violation, the On-Site Manager shall make such investigation as he/she deems appropriate to determine if, in his/her good-faith judgment, there is merit to the claim. If he/she determines there is merit to the claim, then he/she shall issue a Notice of Violation; if he/she determines there is not sufficient merit to the claim, then no such Notice shall issue and that shall be the end of the matter.
3. A Notice of Violation shall, at least fourteen (14) days prior to a hearing on the matter, be hand delivered to the Owner or resident, or sent by registered or certified mail, return receipt requested, to the address of record with the Association.
4. Such Notice shall: (a) identify the alleged violation(s); (b) set forth the date, time, and place of a scheduled hearing on the matter; and (c) include the proposed charges or other sanctions that are to or may be imposed. It shall also provide the person who is the subject of the complaint with the option of: (i) waiving the hearing and accepting and complying with the proposed charges/sanctions specified in the Notice; or (b) electing to go forward with the scheduled hearing.
5. The hearing shall be before the WMBOD Covenants Committee (to be comprised of at least three Owners or residents, all to be appointed by the WMBOD, including the Chair who, among other duties, shall act as the presiding officer at any such hearing) or, in the event a Covenants Committee of at least three Owners or residents is not then validly constituted, the WMBOD. Any rules and procedures the Covenants Committee adopts shall be subject to WMBOD approval.
6. The person who is the subject of the complaint and/or the WMCA may be represented by counsel at such hearing.
7. The Covenants Committee (or WMBOD, as applicable) may reschedule the hearing date on its own initiative, or on application of the party who is the subject of the complaint (which request shall not be unreasonably denied), and at all times shall have the authority.
8. At the hearing, the On-Site Manager shall set forth a statement of the alleged violation(s), together with supporting evidence. Thereafter, the person who is the subject of the complaint, with the assistance of counsel as he/she wishes, shall present his/her response (written and/or oral presentations/evidence permitted) and otherwise be permitted to test the legitimacy of the complaint. The Covenants Committee (or the WMBOD in the event it conducts the hearing): (a) may be entitled to ask questions at any time during the hearing; (b) is empowered to set reasonable parameters for the hearing (including without limitation restrictions on the time allowed for presentation(s)); and (c) may adjourn/recess and reconvene the hearing as necessary if information adequate to make a decision or other circumstances warrant such an adjournment/recess. At all times the point of the hearing shall be to ascertain the truth with respect to the alleged violation(s), and the fairness under the circumstances of any proposed sanction. The hearing shall be open to the Owners and residents of the Association. The Committee shall be allowed to go into Executive Session, as that term is defined and permitted under the POAA.
9. The Committee (or WMBOD, as applicable) shall have the right to accept, modify (increase, reduce, or change), or reject in whole or in part the proposed sanction.
10. Unless by mutual agreement otherwise between the Association and the person who is the subject of the complaint, the hearing result shall be hand delivered to the Owner or sent by registered or certified mail, return receipt requested, to the Owner's address of record with the Association within seven (7) days of the hearing. Hearing results shall be maintained at the office of the On-Site Property Manager, and shall be available for inspection by the Association's members or residents.

11. In the event the hearing was conducted by the Covenants Committee, then any Interested Party may appeal the decision or any part thereof to the WMBOD, subject to the conditions described in the next numbered paragraph. An “Interested Party” means:
  - a. The person(s) who is the subject of the complaint if he/she has a good-faith belief the decision was wrongly or unfairly decided;
  - b. Any Owner or resident whose home provides a direct line of sight to, abuts, or is across the street from the person who is the subject of the complaint if he/she has a good-faith belief that the decision was wrongly or unfairly decided and will have a material adverse prejudice to such person(s); and/or
  - c. The Association, by or through a member of the WMBOD and/or the On-Site Manager, if it has a good-faith belief the decision was wrongly or unfairly decided and/or is not in the best interests of the Association.
12. There shall be no right or ability to appeal if the hearing decision was rendered by the WMBOD. In the event such decision was rendered by the Covenants Committee, an appeal may be taken to the WMBOD only upon the following conditions:
  - a. That written notice of the appeal be received by the On-Site Property Manager within thirty (30) days of the date of the hearing decision, and that such notice:
    - i. Include a brief statement of why the person(s) believes that he/she qualifies as an Interested Party entitled to appeal;
    - ii. Identify those parts of the decision that are the subject of the appeal; and
    - iii. Briefly set forth the basis(es) for the appeal; and
  - b. That with respect to the person(s) who is the subject of the decision, that he/she complies with any and all payment provisions of the hearing result (including without limitation payment of any and all charges, interest, and/or collection costs on the schedule specified).
13. Subject to those conditions, an appeal before the WMBOD will be scheduled at the reasonable discretion of the WMBOD. The same rules governing the initial hearing (set forth in paragraph 8 above) shall apply to the appeal.
14. The WMBOD shall have the right to accept, modify (including without limitation increase, reduce, or change any sanction), or reject in whole or in part the Covenants Committee decision.
15. The WMBOD’s decision on the matter shall be rendered within a reasonable matter of time and be a matter of public record. In the event of a reversal on appeal of any part of the initial hearing decision:
  - a. Any payments made pursuant to the initial hearing decision as a condition for the appeal shall, if and only as applicable under the WMBOD appellate ruling, promptly be returned to the payer (without interest); and
  - b. In no event may an Interested Party or any Owner or resident be entitled to:
    - i. Interest, compensation, or other damages or benefit of any kind for payments made as a condition to appeal that were subsequently reversed; and/or
    - ii. Restitution, compensation, or other damages or benefit of any kind for a suspension of privileges that was subsequently reversed.
16. Nothing in this Notice and Hearing Policy shall constitute a waiver of, or otherwise impair, any right any Owner, resident, or the WMCA has under law or equity to avail oneself of the County, State, or Federal justice systems. Without limiting the generality of the foregoing, nothing in this Notice and Hearing Policy shall limit or otherwise impair the WMCA’s right and ability to immediately seek injunctive relief (and, as appropriate, any other legal or equitable relief) in appropriate circumstances without need of first resorting to the procedures outlined in this policy.

WEST MARKET COMMUNITY ASSOCIATION NOTICE AND HEARING PROCESS DIAGRAM

NOTE: This is an illustration of the West Market Community Association Notice and Hearing Process. For the official process requirements please see the Notice and Hearing Requirements section of the Guide to the Principle Rules and Regulations of the West Market Community Association.



NOTE: Nothing in this process waives or impairs any rights or remedies a party may have in an appropriate judicial forum or arbitration.

**Assessments**

<b>Requirement</b>	<b>Contact Person</b>	<b>Remedy/Enforcement</b>
<ol style="list-style-type: none"> <li>1. Monthly installments of the annual assessment are due and payable on the first day of each month. (Decl. Articles 6.1 and 6.3; WMBOD Assessment Policy I.A and II.A)</li> <li>2. All special assessments are due as specified in the Notice of Special Assessment. (Decl. Article 6.4; WMBOD Assessment Policy I.A)</li> </ol>	<p>Contact the accounting department for the property manager (currently Service First Management) with any questions, concerns, or compliance issues:</p> <p>Tel: 703-392-6006 Fax: 703-392-5039</p>	<p>Pursuant to Virginia Law (POAA Sx. 55-514), Decl. Articles 4.3(ii) and 6.1, and the WMBOD Assessment Policy:</p> <ol style="list-style-type: none"> <li>1. Assessments not paid within thirty (30) days of the due date shall be subject to: (a) interest of up to 12% per annum; and (b) late charges of up to 5% of the assessment.</li> <li>2. In addition, community privileges (such as use of the Common Areas, including the pool, health facility, and club house, and the right to vote on Association matters) may be suspended for Owners with accounts sixty (60) days or more past due, subject to notice and an opportunity for hearing.</li> <li>3. Any account not brought current within sixty (60) days may be referred to legal counsel for collection. Attorney's fees and other collection costs the Association incurs will be charged to the delinquent Owner.</li> <li>4. Further, the Association may pursue any and all legal remedies available in collecting delinquent accounts, which remedies include (without limitation) the filing of a lien on the delinquent property, accelerating all debts due or owing, initiating a legal action for collection, and/or initiating a lien foreclosure.</li> </ol>

## Exterior Modifications; Signs

Requirement	Contact Person	Remedy/Enforcement
<p>1. No change to the exterior of any house or lot may occur without the prior approval of the TCDRB (including paint colors, siding, storm doors, roofs, decks, windows, sheds, etc.), except for ordinary maintenance using original colors or materials. (Decl. Article 7.5)</p> <p>2. The Owner must timely complete any approved changes in accordance with the TCDRB-approved plan. (Decl. Article 7.5)</p> <p>3. Owners shall not erect signs, banners, or other displays in or on their houses or lots, or display signs or banners through the windows of their homes, without the prior approval of TCDRB. (Decl. Article 8.11)</p>	<p>Contact the On-Site Manager with any questions, concerns, or compliance issues:</p> <p>Tel: 703-435-3777 Fax: 703-435-8952 e-mail: <a href="mailto:wmclub@aol.com">wmclub@aol.com</a></p>	<p>The On-site Manager will transmit or refer to the TCDRB as appropriate, and TCDRB enforcement processes will then apply.</p>

**Garage Sales**

<b>Requirement</b>	<b>Contact Person</b>	<b>Remedy/Enforcement</b>
<ol style="list-style-type: none"> <li>1. With limited exception, garage sales may be held only twice per year on days the WMBOD designates. WMBOD Garage Sale Policy xx</li> <li>2. Exceptions to these limitations may be allowed for estate or moving sales, upon application to and approval of the On-Site Manager. WMBOD Policy xx</li> <li>3. Owners may place on their property, only on the day of the sale, a single sign measuring not larger than 2'x3' promoting the sale. WMBOD Policy xx</li> <li>4. In all events: (a) there shall be no garage sales unless scheduled by the WMBOD or On-Site Manager; and (b) Owners may not use Common Areas (including sidewalks) for garage sales without prior WMBOD approval. Decl. Article XIII, Section 8.19)</li> </ol>	<p>Contact the On-Site Manager with any questions, concerns, or compliance issues:</p> <p>Tel: 703-435-3777            Fax: 703-435-8952            e-mail: <a href="mailto:wmclub@aol.com">wmclub@aol.com</a></p>	<ol style="list-style-type: none"> <li>1. Owners violating the garage sale limitations shall be subject to a charge of \$50 per violation and/or suspensions of community privileges, subject to notice and an opportunity for hearing.</li> <li>2. The Association also has legal remedies at its disposal (including the right to seek injunctive relief), and the Owner may be responsible for legal fees the Association incurs.</li> </ol>

**Pets**

<b>Requirement</b>	<b>Contact Person</b>	<b>Remedy/Enforcement</b>
<ol style="list-style-type: none"> <li>1. No home may have more than 4 pets. (WMBOD Pet Policy; Decl. Article 8.8)</li> <li>2. Owners must register their pets with the Association. (WMBOD Pet Policy)</li> <li>3. Owners may not use their property to raise or breed animals for commercial purposes. (Decl. Article 8.8)</li> <li>4. Pets having access to the Common Areas must be leashed at all times or carried under the control of the Owner. (WMBOD Pet Policy; Decl. Article 8.8)</li> <li>5. Owners are responsible for cleaning up after their pets. (Decl. Article 8.8)</li> <li>6. Owners are responsible for any damage to person, property, or other animals caused by their pet. (WMBOD Pet Policy)</li> <li>7. Owners are responsible for ensuring that their pet does not constitute an annoyance to residents. (WMBOD Pet Policy)</li> </ol>	<p>Contact the On-Site Manager with any questions, concerns, or compliance issues:</p> <p>Tel: 703-435-3777            Fax: 703-435-8952            e-mail: <a href="mailto:wmclub@aol.com">wmclub@aol.com</a></p>	<ol style="list-style-type: none"> <li>1. Owners in violation of Requirements 1 and 2 shall be provided with notice from the On-Site Manager and must provide, within 10 days of that notice, a plan for timely compliance subject to WMBOD approval.</li> <li>2. For noncompliance with such an approved plan, and for all other violations of the pet limitations, Owners shall be subject to: 1) charges of \$10/day for offenses of a continuing nature; 2) a charge of \$50 per violation for a single offense; and/or 3) suspensions of community privileges, subject to notice and an opportunity for hearing.</li> <li>3. If the Owner fails to comply, remediation costs the Association incurs may be charged to the offending Owner.</li> <li>4. The Association also has legal remedies at its disposal (including the right to seek injunctive relief), and the Owner may be responsible for legal fees the Association incurs.</li> </ol>

## Use of Common Area

Requirement	Contact Person	Remedy/Enforcement
<ol style="list-style-type: none"> <li>1. No Owner, tenant or guest shall dump, dispose or place garbage or debris on any Common Area. (Decl. Article XIII, Section 8.4)</li> <li>2. Use of Common Area for anything not expressly permitted under the Association's governing documents requires prior WMBOD approval (e.g., prior approval would be required for parties, events, or other functions using the Common Area). (Decl. Article 4.3; 4.3)</li> </ol>	<p>Contact the On-Site Manager with any questions, concerns, or compliance issues:</p> <p>Tel: 703-435-3777            Fax: 703-435-8952            e-mail: <a href="mailto:wmclub@aol.com">wmclub@aol.com</a></p>	<ol style="list-style-type: none"> <li>1. Owners violating the Common Area limitations shall be subject to a charge of 1) \$10/day for offenses of a continuing nature; 2) \$50 per violation for a single offense; and/or 3) suspensions of community privileges, subject to notice and opportunity for hearing.</li> <li>2. If the Owner fails to comply, remediation costs the Association incurs may be charged to the offending Owner.</li> <li>3. The Association also has legal remedies at its disposal (including the right to seek injunctive relief), and the Owner may be responsible for legal fees the Association incurs.</li> </ol>

**Trash**

<b>Requirement</b>	<b>Contact Person</b>	<b>Remedy/Enforcement</b>
<ol style="list-style-type: none"> <li>1. All trash cans and other trash receptacles shall be kept within enclosed or screened areas so as not be visible from any street or other lots. (Decl. Article XIII, Section 8.15)</li> <li>2. Trash cans and other receptacles may be placed outside for collection no sooner than the evening before the designated collection day(s), and must be returned to their enclosed area at conclusion of the day(s) of collection. (WMBOD Trash Disposal Resolution)</li> <li>3. Trash placed outside for collection must be in a trash can, contained receptacle, tied trash bag, box, or be otherwise reasonably secured. Leaving trash in untied or open trash bags/containers is not permitted. (WMBOD Trash Disposal Resolution)</li> <li>4. Owners must label trash receptacles set out for collection with their home address/unit number. (WMBOD Trash Disposal Resolution)</li> </ol>	<p>Contact the On-Site Manager with any questions, concerns, or compliance issues:</p> <p>Tel: 703-435-3777            Fax: 703-435-8952            e-mail: <a href="mailto:wmclub@aol.com">wmclub@aol.com</a></p>	<ol style="list-style-type: none"> <li>1. Owners violating the Common Area limitations shall be subject to a charge of 1) \$10/day for offenses of a continuing nature; 2) \$50 per violation for a single offense; and/or 3) suspensions of community privileges, subject to notice and opportunity for hearing.</li> <li>2. If the Owner fails to comply, remediation costs the Association incurs may be charged to the offending Owner.</li> <li>3. The Association also has legal remedies at its disposal (including the right to seek injunctive relief), and the Owner may be responsible for legal fees the Association incurs.</li> </ol>

**Vehicles/Parking**

<b>Requirement</b>	<b>Contact Person</b>	<b>Remedy/Enforcement</b>
<ol style="list-style-type: none"> <li>1. All vehicles must have a valid county sticker, tags and state inspection. (Decl. Article 8.7, Policy Resolution No.6)</li> <li>2. Vehicles shall not be parked in fire lanes, other areas where parking is restricted, and/or obstruct sidewalks or roadways. (Decl. Article XIII, Section 8.7, Policy Resolution No.6)</li> <li>3. The following vehicles may NOT be parked on any Commons Areas, parking spaces, driveways, or roadways:               <ul style="list-style-type: none"> <li>➤ Commercial vehicle or other vehicles with more than 4 wheels</li> <li>➤ Motor/mobile home, camper</li> <li>➤ Trailer</li> <li>➤ Boat</li> <li>➤ Private or public school or church buses</li> <li>➤ A junk or derelict vehicle.</li> </ul>               (Decl. Article 8.7, Policy Resolution No.6)             </li> <li>4. No vehicle repairs, other than emergency maintenance and light normal cleaning, are permitted on the Common Areas. (Decl. Article 8.7, Policy Resolution No.6)</li> <li>5. No vehicle with commercial lettering, whether or not used for commercial purposes, without prior WMBOD approval. (Policy Resolution No.6)</li> </ol>	<p>Contact the On-Site Manager with any questions, concerns, or compliance issues:</p> <p>Tel: 703-435-3777            Fax: 703-435-8952            e-mail: <a href="mailto:wmclub@aol.com">wmclub@aol.com</a></p>	<ol style="list-style-type: none"> <li>1. Vehicles parked in violation of Requirements 2 or 3 may be towed without prior notice at the expense and risk of the vehicle owner. [Note counsel suggests allowing towing for any/al parking violations.]</li> <li>2. Owners violating Requirements 1, 3, 4, or 5 shall be subject to a charge of 1) \$10/day for offenses of a continuing nature; 2) \$50 per violation for a single offense; and/or 3) suspensions of community privileges, subject to notice and opportunity for hearing.</li> <li>3. If the Owner fails to comply, remediation costs the Association incurs may be charged to the offending Owner.</li> <li>4. The Association also has legal remedies at its disposal (including the right to seek injunctive relief), and the Owner may be responsible for legal fees the Association incurs.</li> </ol>