



TWIN OAKS FARM HOMEOWNERS' ASSOCIATION RESIDENTS' HANDBOOK, **JANUARY 24, 2024**

Enclosed are the Rules and Architectural Guidelines of the Twin Oaks Farm Homeowners Association (TOF HOA) that accompany the *Declaration of Covenants, Conditions and Restrictions and Reservation of Easements* (DCC&R).

Community residents on the Board of Directors (BOD) and Architectural Review Committee (ARC), past and present, have spent considerable time and effort on writing these rules and guidelines to ensure that Twin Oaks Farm functions harmoniously and is maintained at a quality agreeable to all residents. These rules and guidelines have been reviewed by legal counsel to verify legitimacy and compliance with all applicable governance and law.

Please become familiar with the DCC&R and this handbook and retain them for future reference. Homeowners are responsible for providing this information to all tenants. Additional copies of these documents may be obtained from the Property Manager (PM) or from the HOA website.

POINTS OF CONTACT

PM: GHA Community Management, LLC
3421 Commission Court, Suite 201
Woodbridge VA 22192
Phone: (703) 752-8303
Fax: (703) 876-9594
Email: contact@ghacm.com

HOA website: <http://www.twinoaksfarmhoa.com>
Facebook: <https://www.facebook.com/twinoaksfarmhoa>
VA ABC Liquor Licenses: <https://www.abc.virginia.gov/licenses>
Virginia Department of Transportation (VDOT): www.virginiadot.org
PWC construction permits: <https://www.pwcva.gov/department/building-development-division/do-i-need-permit>

BOD e-mail: board@twinoaksfarmhoa.com
ARC e-mail: arb@twinoaksfarmhoa.com

Prince William County (PWC) Police (non-emergency) & Animal Control Officer: (703) 792-6500
VDOT (including snow removal): (800) 367-7623
PWC Service Authority: (703) 335-7950
Dominion Energy: (866) 366-4357

PREFACE

The Twin Oaks Farm Community is well over 30 years old and decisions and updates to the HOA resident's handbook and guideline have been made by the Homeowners Association Board of Directors (BOD) to address specific issues for the community. These updates and the precedents made by the HOA BOD over the years have set forth the obligations of the HOA and have provided clarification, addressed changes and updated policies and guidelines based on county, state, and federal legislative statutes that have occurred since the establishment of the community.

Where the updates in the Residents Handbook may differ or have changed from the governing documents (the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and Reservation (DCC & R) of Easements and the Bylaws) for the Twin Oaks Farm development and its residents, the guidelines in the Residents Handbook will take precedence unless further legal reviews are required by the TOF HOA legal representation.

The aforementioned documents established the Board of Directors (BOD), a seven-member body elected by HOA members, to conduct the business of the HOA. Over time, the Architectural Review Committee (ARC), composition has changed as well as the processes that are included within this handbook. The ARC still has the overall responsibility for review and approval of architectural change requests by residents, but the guidelines provided within this handbook are developed and approved by the TOF HOA BOD, with input from the ARC. The rules and guidelines are developed and adopted by the BOD.

Where there are questions or clarification needed for this document, residents are encouraged to submit them through the Property Management (PM) representative / office for review and feedback from the ARC and subsequently, as required.

GENERAL

The TOF HOA is incorporated under Virginia law to own, maintain, and administer community properties, to administer and enforce the DCC&R, and to collect and disburse assessments and charges. Membership in the HOA is conferred by owning a property in the Twin Oaks Farm subdivision.

The "governing documents", which set forth the powers and obligations of the HOA, are the Articles of Incorporation, the DCC&R, and the bylaws. The DCC&R establishes the BOD and the ARC. The bylaws define the composition and duties of the BOD.

The HOA maintains a contract with a PM to assist in the conduct of its business including administration of rules. Any requests for exemption to rules or architectural changes shall be submitted to the PM, which executes its duties at the direction of the BOD. The BOD and ARC set policy and will render all decisions.

The Architectural Guidelines are developed by the ARC and approved by the BOD. The Rules are developed and adopted by the BOD. Any questions or concerns regarding these documents should be brought to the PM via e-mail, or by attending a monthly TOF HOA meeting.

Homeowners should receive a copy of the governing documents in the buyers' document package at settlement. The documents are also available on the TOF HOA website. The governing documents run with the land and are binding to all homeowners. For this reason, the governing documents should be fully understood by each homeowner. Proposed changes should be submitted to the PM or presented at a monthly TOF HOA meeting.

ENFORCEMENT

The TOF HOA is not authorized to conduct law enforcement activities. Suspected violations of any federal, state, or county law should be reported to the appropriate previously listed points of contact.

All owners and residents of Twin Oaks Farm shall comply with all provisions of the governing documents, rules and guidelines. Failure of the BOD or ARC to enforce any item is not a waiver of the right to do so thereafter. Homeowners should respond promptly to BOD requests and ensure any tenants are aware of their responsibilities in this regard. Failure to comply shall be grounds for action to recover damages or injunctive relief, suspension of voting rights, suspension of use of recreational facilities, assessment of rules violation charges, foreclosure of liens, any associated administrative fees and certified mail costs, or any other appropriate legal relief.

Procedures used by the BOD in enforcing the rules and guidelines are specified in Association Regulatory Resolution No. 1. Residents should first attempt to resolve any disputes over violations directly with each other before reporting violations to the PM. The BOD prefers to resolve reported violations with a reminder whenever possible, preventing the need to take additional steps. Enforcement will take place if noncompliance or violations continue. See DCC&R Article XII, Section 1, and Virginia Code §55.1-18, "Property Owners' Association Act".

The BOD may forego notice in favor of immediate action in any instance where the violation presents a health or safety hazard, which may incur owners' expense. Owners will be notified of any action taken and costs incurred.

Owners have the right to appeal any violation citation in a hearing before the BOD. Requests for hearing must be received by the PM in writing or via e-mail within 14 days of the violation notice date. Owners will be notified in writing of the BOD's decision regarding their appeal.

DISCLOSURE STATEMENT

The Virginia Property Owners' Association Act requires that the HOA make available to a home buyer, or his authorized agent (settlement attorney), a HOA disclosure packet upon written request and receipt of fee thereof. This packet provides information on the current status of assessment payments, and the existence of any violations. The packet protects the buyer against unknown problems with previous owners' past due assessments, unapproved architectural changes, or other ongoing violations. It also protects sellers from potential lawsuits involving violations by subsequent owners.

RULES

ALCOHOL AND CONTROLLED SUBSTANCES

Use of alcohol or any other federally controlled substance on common property areas, including the pool enclosure is prohibited. Use of alcohol in the pool recreation room as part of a social gathering must be documented in the pool recreation room user agreement, with a liquor license obtained from the VA ABC.

ANIMALS

Residents shall follow PWC Code Chapter 4, "Animals and Fowl." Common household pets in compliance with applicable law such as dogs and cats may be kept or maintained, provided they are not used for commercial purposes, and do not cause a nuisance or annoyance to any section of the neighborhood. Pets shall not be chained or leashed to any common property. Owners shall be held responsible for all incurred repair costs for any common property damaged by a pet. Owners are encouraged to utilize the pet waste stations located in common areas. The BOD reserves the right to assess as a violation with applicable fines for any reported instances of improper animal waste practices provided with photographic evidence.

BUILDING MATERIALS & CONSTRUCTION DEBRIS

Building, landscaping, and other construction materials may not be stored within view, the sole exception

shall be for materials to be used immediately in ongoing construction. Such materials shall never be stored on the street. Materials shall be placed neatly and unobtrusively, and only for brief periods not to exceed 72 hours, unless otherwise approved by the PM. Building/demolition debris shall be kept out of view until its removal. If this is not practical, it shall be neatly stacked and removed daily if possible but, in any case, not to exceed 48 hours, unless otherwise approved by the PM. In case of extensive construction/demolition requiring a roll-off container, the owner shall notify the Portfolio/Property Manager in advance and the container must be kept covered while on site.

CONDUCT ON COMMON PROPERTY

Residents and their guests shall conduct themselves with decorum, consideration of others, and care of the common property. Use of foul or abusive language, damage to property, conduct which may cause injury to others, or which may deprive others of the reasonable use and enjoyment of common property is a violation constituting grounds for dismissal from areas, suspension of the right to use recreational facilities, and other penalties authorized by the BOD.

EQUIPMENT, TOOLS & MISCELLANEOUS ITEMS

Items such as garden implements, tools, ladders, sports/play equipment and other objects shall not be left or stored at the front or sides of the house when not in immediate use. Such items shall be stored inside when possible, but when left outdoors, shall be placed as neatly and unobtrusively as possible, and only in the backyard. Acceptability of any such storage shall be at the sole discretion of the BOD. The sole exception to this rule shall be neatly stored garden hoses. Items such as mulch, soil bags, or other landscaping materials may be stored or placed on driveways no longer than 72 hours. Homeowners may neatly stack such items on the sides of their homes for no longer than two weeks.

EROSION CONTROL

Each resident shall prevent erosion on their lot and shall ensure that storm drains located on their property are not obstructed or otherwise promoting erosion.

EXTERIOR APPEARANCE, MAINTENANCE, AND REPAIR

In accordance with DCC&R Article VI, section 4, owners shall maintain dwellings, other structures and grounds of their properties in a state of good repair and neat appearance. In the event that such status is in question, the BOD retains the right to require the maintenance or change of such property. Common items include peeling paint, unpainted mail boxes or posts, cracked driveways, inoperative lampposts or lights, broken shutters, damaged or missing siding or trim.

IN-HOME BUSINESSES

Article VI, Section 1 of the DCC&R prohibits all commercial building and signage for in-home businesses. In addition to adhering to all applicable laws, all in-home businesses shall provide to the PM copies of all applicable permits and/or licenses that are required by law.

LAWNS

Lawns shall be mowed to maintain a maximum height of 6 inches and a minimum height of 2 inches. Changes to this requirement may only be made in accordance with approved plans. Lawns shall be edged along all curbs, driveways and walkways. Lawns, flowerbeds, sidewalks, curbs, driveways, and pipestems shall be kept free of weeds. Lawns shall be reseeded as necessary to maintain a healthy appearance.

SWIMMING POOL ENCLOSURE

Pool rules are described in the Pool annex. Residents and guests shall not enter the poolhouse or fenced enclosure when the pool is not open for operation. Residents should report any trespassers to law enforcement.

TRASH & RECYCLING

Residents shall follow PWC Code Chapter 22, "Refuse." The waste management service provider's collection schedules and regulations are described in the Trash & Recycling annex. Trash must be stored in securely tied bags within containers, having secured lids. Containers shall be placed curbside no earlier than 4:00 p.m. on the evening before pickup. Residents may notify the PM of any need to place containers

earlier, in cases of absence, and are responsible for coordinating removal and storage of containers after pickup. At all other times trash and containers shall be kept out of sight. Residents may store containers outside of the home at the rear of the structure, or hidden behind trellis fencing on the side. Residents shall keep their properties clear of all waste, and shall prevent any windblown waste originating from their property

Organic lawn and garden waste (including, but not limited to, grass clippings, leaves, and branches) shall be placed curbside for collection, in accordance with guidance in the Trash & Recycling annex. Residents may place such properly packaged waste between trash collection days. Residents shall not dump any waste drainage on common property, nor into the street, nor at the rear of their properties, even if out of view, if it may affect neighboring properties. During the fall season, residents shall collect leaves and other fall waste as often as needed to present a neat appearance and to prevent any such wastes from blowing onto neighboring properties or common areas.

PWC REGULATIONS

The following items will NOT be collected: liquids of any kind, dead animals, oil, paint, batteries, construction material, manure, tree stumps, mulch, sod, dirt, stone, rocks, cement, bricks, poisons, dangerous acids, caustics, explosives or other dangerous material or items too large or heavy to be loaded in collection vehicles safely. Hot ashes shall not be stored in trash containers. Ashes shall be stored in metal containers until they have cooled. Broken glass or metal can lids shall be wrapped in paper bags.

VEHICLES

OPERATION

Within Twin Oaks Farm, motor vehicles, including, but not limited to, automobiles, trucks, motorized bicycles, motor cycles, minibikes, and go-carts, shall be operated only on the public streets, the pool parking lot and private pipestems and driveways. Motor vehicles shall not be operated on any common property except the pool parking lot. The BOD may grant exceptions for vehicles engaged in service to TOF HOA.

PRIVATE PARKING

Vehicles may be parked only on paved areas intended for that purpose. Vehicles must display current license plate registration decals and inspection stickers, and must be maintained in operational condition with properly inflated tires. Homeowners and residents shall not cause or allow commercial or recreational vehicles to be regularly OR habitually parked, nor parked overnight, within residential driveways of the TOF subdivision, with the exception of those enclosed entirely within the garage. These include, but are not limited to, commercial vans, trucks, taxicabs, buses, campers, trailers, boats etc. A commercial vehicle is one clearly used for commercial purposes, indicated by equipment and/or lettering on the vehicle or by weight of 10,000 pounds or more. The exception to this rule are vehicles that serve both commercial and personal purposes. Pipestems are for ingress and egress only. No vehicles shall be parked on pipestems.

COMMON AREA PARKING

Vehicles shall not be parked anywhere on common property, except the pool parking lot. The pool parking lot is reserved for TOF residents and their guests while using common facilities. Each vehicle shall occupy one parking space only, and shall not overlap multiple spaces. No vehicle of any kind shall be stored in the pool parking lot, or left there between 11:30 PM and 6:00 AM. The BOD may grant exceptions.

SNOW REMOVAL

Snow removal from community streets is the responsibility of Virginia Department of Transportation (VDOT). During months when snow can be expected, it is the responsibility of the property owner/tenant to ensure vehicles are parked within garages and/or private driveways, and not on any street or public lot, when two or more inches of snow are predicted to accumulate. This is to ensure access for VDOT in order to clear the streets of snow; and allow for safe passage prior to and during snowfall. It may take up to four calendar days for VDOT to clear residential neighborhood roads of snow after a significant snowfall. Vehicles may be returned to the street after the VDOT has effectively cleared the roadways for public travel by private vehicles.

MAINTENANCE AND REPAIR

No vehicle repair or maintenance shall be conducted on common property or public streets. Vehicle repair and maintenance may be conducted on private property. Repairs and maintenance must be completed within 48 hours. Vehicles shall not be left unattended on jacks or ramps. Dumping or leaking of oil, grease, fuel or any other substance from vehicles due to repair, maintenance, or carelessness is prohibited.

Vehicle owners shall be held liable for all costs to repair any damage to common property caused by negligence, leakage, or repair of vehicles, or by storage or use of any combustible, dangerous, or otherwise hazardous materials in repair or maintenance of vehicles.

Inoperative vehicles will not be left in the private driveways or streets. If a vehicle is observed as not moved for more than a week, tires deflated, or other indication that the vehicle is inoperative, residents may report this to the Prince William County (PWC) Police (Non-Emergency) number provided in this handbook.

ARCHITECTURAL CHANGE PROCEDURES

In order to maintain consistency and provide standardized guidelines that are in line with County and State requirements, these Architectural Guidelines are provided as a reference for both the ARC and homeowners. These basic design principles and uniform standards shall be used by the ARC to ensure that proposed exterior improvements are in harmony with the neighborhood as a whole, and assist homeowners in preparing complete and acceptable applications for change. The BOD reserves the right to grant exceptions on a case- by-case basis. Each application is considered on an individual basis, and there shall be no automatic approvals. Changes approved by the ARC for other properties do not constitute prior approval. If a proposed modification has potential impact on adjacent properties, applicants should discuss the proposal with neighbors prior to application submission. It may be appropriate in some cases (i.e., property line fences) to include neighbors' comments with the application.

'LIKE FOR LIKE' CHANGES

Any replacement or repair using visually identical materials (commonly referred to as 'like for like') does not require ARC approval. Homeowners should submit a request if they are unsure a repair or replacement is 'like for like,' or they should request clarification from the PM. Homeowners are encouraged to provide documentation of any repair or replacement to the PM for filing in the property records.

CHANGES REQUIRING ARC APPROVAL

All exterior modifications or changes require prior approval of the ARC. No improvements, modifications, repairs, color changes, excavations, grade changes, buildings, residences, other structures, fences, walls, landscaping, or other work which in any way alters the exterior of any private or common property (or the improvements thereon) from its natural or improved state which existed on the date the property was first subject to the Declaration shall be made or done without ARC approval. Failure to observe this rule may have serious consequences, up to and including fines, removal of the unapproved modification, restoration of the property to its original condition, and the loss of common area usage.

REVIEW PROCESS

Forms are found on the TOF HOA website. Completed applications shall be submitted to the PM via email. Digital copies of all forms are preferred. Homeowners unable to provide digital copies shall contact the PM for assistance. The PM will acknowledge receipt of the application within seven days of submission and confirm with the homeowner once the package is considered complete. The ARC has up to 45 days, from receipt of a completed application, to process and return a decision to the homeowner. The ARC's decision shall be communicated to the homeowner as soon as possible via email or telephone. A signed copy of the ARC's decision shall also be sent to the applicant's address after being recorded by the PM. If the ARC fails to act upon a completed application within 45 days, the application shall be considered approved as submitted.

Approved applications must be followed as submitted. Any modifications must be approved by the ARC.

PACKAGE CONTENTS

Packages must contain the following items and any further items requested by the PM.

1. "Request for Modification" forms, found on the TOF HOA website.
2. Site plan. A site plan is most easily prepared on copies of the property plat. Proposed changes should be drawn on a copy of the plat, to include dimensions and distances from adjacent property and permanent structures. Homeowners without plats should contact the PM for assistance.
3. Drawings and photographs. Provide a graphic description which may be in the form of manufacturer's literature, photographs, freehand sketches, or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal. Drawings should show relationships of all major architectural features (such as existing and proposed roof lines, window sizes and alignment, building heights, roof slopes, exterior elevations and, if appropriate, plans or provisions for landscaping or grading) as they affect the applicant's house and relate to adjacent properties. In every case, the sketch, diagram or photograph shall be accompanied by a written description.
4. Material and color information. Provide descriptions of the materials and colors to be used, along with an indication of existing materials and colors. Where materials and/or colors are different from those of the existing structures, sample color chips should be submitted for clarity.
5. Copies of Permit Approvals. Many projects require a county permit for construction. It is the responsibility of the homeowner to obtain appropriate permits.
6. Proposed timeline to include estimated completion date.

APPEALS

The applicant may appeal an ARC decision to the Board of Directors if an erroneous decision is suspected. To initiate an appeal, the applicant or other affected residents shall submit a request to the PM within 10 days of the ARC decision communication. The PM will schedule the appeal's review, usually at next monthly BOD meeting.

REVIEW CRITERIA

The ARC evaluates each submission on its individual merits. The following criteria will be used in evaluating applications and designs:

Validity of concept: The basic idea must be sound and appropriate to its surroundings.

Design compatibility: The proposed modification must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color, and construction details. The ARC recognizes that TOF was developed in the late 1980s, and therefore is prepared to give serious consideration to more contemporary design elements provided they meet all other review criteria.

Location and impact on neighbors: The proposed modification should relate favorably to the landscape, the existing structure(s) and the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage. For example, fences should not obstruct views, breezes, or a neighbor's access to their own property; decks or larger additions must not inhibit views from adjoining property, or infringe on a neighbor's privacy. Outdoor lighting shall not cause excessive spill-over into an adjoining property, nor shall it be focused in such a way that it shines directly into a neighbor's window.

Scale: The size of the proposed modification should relate favorably to adjacent structures and surroundings.

Color: Color may be used to soften or intensify visual impact. Parts of the addition that are extensions of the existing house such as roofs, siding and trim should be matching in color.

Materials: Continuity is established by the use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. Make every

effort to replace like with like, if unable submit a request for modification.

GOVERNMENT PERMITS AND APPROVALS

All improvements, modifications, repairs, excavations or other work must comply not only with the DCC&R; but also with the applicable requirements of federal, state, county and local law. It is homeowners' responsibility to obtain any required permits, variances, exceptions, or other governmental approvals prior to the start of any construction work. If applicable, it may be advisable for the contractor to obtain permits, as a liability control.

EMERGENCY REPAIRS OR MODIFICATIONS

It is understood by the BOD that there are times when emergency repairs or modifications are needed to ensure the safety or structural stability of a home and/or neighboring properties. In situations such as these, the 45 day time frame for an application to be reviewed is not feasible. If a homeowner finds themselves in a situation where a change or repair needs to be made immediately, the homeowner shall contact the PM and explain the circumstances. The ARC will be formed as soon as is practicable to handle the application for this change to ensure that the homeowner is adhering to HOA guidelines as well as maintaining the safety and integrity of their home and/or property.

GUIDELINES

AIR CONDITIONING EQUIPMENT

Exterior ground units may be added or relocated only when they do not interfere with neighboring properties. Window units are permitted on the rear of the home, and prohibited in the front.

ANTENNAE AND SATELLITE DISHES

Exterior antennae and satellite dishes under one meter (39") in diameter are permitted on the rear side of the roof, or behind the rear plane of the house. These dishes may be black, white, gray, or painted to match the house.

ATTIC VENTILATORS

Attic ventilators or other mechanical devices requiring penetration of the roof may be installed on the rear roof no closer than 18 inches from the ridge.

AWNINGS – PERMANENT AND RETRACTABLE

Awning materials and colors must harmonize with house colors. They shall not impact neighboring properties.

BARBECUES, GRILLS, AND FIREPITS

Permanent barbeque grills and firepits shall be placed to the rear of the house. Common sense and safety should prevail when determining placement.

BASKETBALL BACKBOARDS

Permanent, fixed backboards on private property are permitted. Portable backboards must be on the owner's property and in a location selected to minimize impact on neighboring properties.

CLOTHESLINES

Installation of permanent or temporary clothes lines shall be limited to the rear of the property.

COMPOST PILES

Compost piles shall be limited to the rear of the property.

DECKS AND PATIOS

New Decks and patios, or modifications to any existing such items shall minimize the visual impact from neighboring properties. Patios and decks shall be located in rear yards. Colorless water repellents or sealants may be applied to wood decks without ARC approval.

DOG HOUSES

Dog houses shall be located at the rear of the property.

DRIVEWAYS

Driveways shall be black asphalt and conform to PWC building code. Driveways shall be sealed or resurfaced as often as necessary to prevent visible signs of wear and/or deterioration. The BOD may require that a driveway be sealed if it is determined that the driveway is in need of such treatment.

EXTERIOR LIGHTS

All lights shall be maintained in working condition. Lamp posts shall be of a plain, black style, with no modification in height or dimension from original construction.

FENCES

Fences may be constructed only in rear yards of residential lots, and abut property lines wherever possible. Double fencing (two parallel fences) is prohibited. Split rail, estate, and picket fences are acceptable. Fences shall not exceed 60 inches in height at their highest point. Fences shall be natural wood color, or either wood or PVC construction. A clear water repellent/sealer may be applied to wood fences. The attachment of fine-gauge, vinyl-coated, welded wire mesh to the inside of a wood fence is permitted. Use of material, such that it is not normally visible from neighboring properties or the street may be approved. Fine-gauge, vinyl-coated, welded wire mesh is permitted within rear wooded areas, as long as it is not visible from neighboring properties or the street. Chain-link and chicken wire fencing, vinyl-coated or otherwise, are prohibited.

Privacy fencing is not permitted. Privacy fencing is defined as having less than 20% of its surface area open for free passage of light, having been designed to conceal from view the activities conducted behind them.

Fences on the external perimeter of TOF which directly abut Minnieville Road or Omisol Road, shall be of solid style (without spaces between boards), 72 inches (6 feet) in height, with posts spaced approximately 96 inches (8 feet) apart, and top scalloped downward eight (8) inches between posts. At other property lines where Twin Oaks Farm properties directly abut non-Twin Oaks properties, rear-line fences may not exceed 72 inches in height.

FIREWOOD

Firewood shall be kept neatly stacked in the rear yard, entirely on the homeowner's property, and located to minimize visual impact. Firewood shall not be stored on common property. Stacks longer than 96 inches (8 feet) should be at least two (2) rows deep and shall not exceed 48 inches (4 feet) in height, for safety. Woodpiles should be located at least 12 inches from existing structures, foundations, fences, etc., to deter pests.

FLAGPOLES

Upright flagpoles shall not exceed 20 feet in height and may be white, tan, gray, or aluminum/stainless steel in color.

GABLE VENTS

Gable vents shall match the color of either the siding or trim. Faux gable vents may be removed without ARC approval, provided that the underlying siding remains, or is restored to, appearance consistent with existing siding.

GARAGES AND GARAGE DOORS

No alteration, addition, or improvement shall be made to any garage that will defeat the purpose for which it was intended. Garage door windows shall be glass only and shall not be painted. Windows shall be located within the top two panel rows.

GUTTERS AND DOWNSPOUTS

Gutters and downspouts shall be free of obstructions and not adversely affect drainage on adjacent properties.

LANDSCAPES AND GARDENS

All lot areas not occupied by gardens, shrubs or trees shall be maintained in lawns. No tree, hedge or shrub planting shall obstruct sight lines for traffic. When selecting locations, residents should consider the size of the

tree at maturity, how its roots may affect foundations, water lines, cables, driveways, and streets; and how the tree will impact adjacent properties.

Gardens, shrubs and trees shall be maintained and/or trimmed to maintain a neat, healthy appearance. If a tree or shrub on a homeowner's property falls down or becomes unsightly, it is the responsibility of that homeowner to remove all debris from such downed tree or shrub promptly, unless inclement weather or other unforeseen circumstances prevent timely removal. No tree, shrubbery, or other gardening or landscaping feature is permitted within 18 inches in any direction from any utility box.

ARC approval is not required for:

- Foundation beds of flowers, shrubs or ground cover, extending less than 48 inches (4 feet) into the yard, measured from the foundation of the home
- Planting or removal of single trees
- Hedges, located at the rear of the home that are more than two feet in height at maturity
- Railroad ties or garden timbers located the rear of the property, forming a wall less than 8 inches high and 96 inches long
- Rock gardens located at the rear of the home
- Vegetation supports less than 60 inches high
- Vegetable gardens that:
 - Are located at the rear of the home, and
 - Do not exceed 10 feet by 10 feet in size, and
 - Do not cause damage from runoff

MAILBOXES

Mailboxes and posts shall be black in color and not obstruct sidewalks or lines of sight, in accordance with postal regulations.

PLAYGROUND OR RECREATIONAL EQUIPMENT

Playground or recreational equipment, including temporary swings, may be located anywhere except the front of the property and along the sides of homes that are adjacent to main streets or roads without ARC approval.

PORCHES

Porches shall be constructed of materials which match the existing house in color, style and texture. Porch roofs must match or be architecturally consistent with the roof lines of the existing house. Concrete porches may be painted in a shade that matches the exterior aesthetics of the home without prior approval.

SHEDS

Sheds may be part of a deck. Building materials must correspond to the design theme. Sheds should be designed to respect the "visual rights" and aesthetic interests of neighboring properties. Sheds should not exceed 150 square feet in area or 10 feet in height.

SIGNS

Signs on common property are prohibited unless pre-approved by the BOD. The BOD reserves the right to convey approval for community-notice signs via the Social Committee when appropriate. Signs posted on personal property are prohibited except those conforming to the following:

Election-related signs must conform to limitations set forth in Virginia Code § 33.2-1224.

Construction-related signs may not exceed four square feet in size. Only one construction sign may be displayed at a time, and only during active construction work on the same property. This sign may not be displayed prior to commencement of active & apparent work, and must be removed no later than one day after construction is complete (or appears to the casual observer to be complete).

Realty and/or "For Sale by Owner" signs shall meet PWC regulations with regard to size, content, and removal, and shall not be larger than four square feet. Signs may be placed in the front yard of the available property and any other properties if permitted by the respective homeowner.

No signs of any kind shall be placed within a fifty foot circumference of the TOF entrance sign. Homeowners will ensure that real estate agents or other representative advertisers do not place signage within the prescribed circumference. Violating signs will be removed and penalties may be assessed.

Residents may place signs in the area across the street from the entrance sign. All real estate signs will be removed after the open house, or "under contract" date. All non-realty signs shall be removed within 48 hours of the conclusion of the advertised event.

SKATEBOARD RAMPS

Portable skateboard ramps are permitted for use on private property and shall be stored out of view when not in use. Use of skateboard/cycle ramps, rails, platforms or other stunt-related equipment or devices on common property is prohibited. This rule is mandated by the Association's need for liability insurance coverage and the insurer's refusal to provide coverage absent this rule.

SOLAR PANELS

Solar-powered walkway lighting units installed on their own (independent of a larger modification plan) do not require ARC approval. Solar panels may be installed following county, state and federal guidelines, and will be allowed to provide maximum collection of solar energy in accordance with said guidelines.

SWIMMING POOLS, SPAS AND HOT TUBS

Swimming pools, spas and hot tubs shall be located at the rear of the property and minimize visual and noise impact on neighboring properties. Any such installations must maintain a ten foot standoff from property lines.

TREEHOUSES

Treehouses are permitted at the rear of the property.

WINDOWS

Windows fall into two styles: divided and undivided.

- Divided: Glass in each sash is divided into multiple panes by grids/grilles/muntins.
- Undivided: Single, undivided glass in each sash (sometimes referred to as a "picture window")

Windows shall not be of mixed styles on any single plane of the home. Switching between styles does not require ARC approval. Storm windows shall be of plain, unadorned, and undivided style. The color of external storm windows shall conform to the existing color of the window frame.

APPENDICES:

Appendix A – Trash and Recycling

Appendix B – Solicitation Guidelines

Appendix C – No Trespassing Program Guidelines and Basketball Court Usage Rules

Appendix D – Common Area Usage - Pool Pass Usage for Residents

Appendix E – Architectural Improvement Request

Appendix F – Community Room Rental Forms

Annex A: Trash and Recycling

Residents are provided one 96 gallon trash bin and one 64 gallon recycle bin.

Pick Up Schedule

Trash ————— Tuesday & Friday

Recycle ————— Friday

Yard Waste — Wednesday

Curb Recycling

Recyclable

#1, #2, Plastic
Aluminum & Steel containers
Newspapers
Magazines
Junk Mail
Office Paper
Food Boxes
Cardboard

Not Recyclable

Plastic Bags
Plastic Air Pillows
Glass bottles and jars
Window Glass
Mirrors
Light bulbs
Greasy Cardboard (pizza box)
Plastic #3,#7
Any recyclable material that held hazardous materials

Trash Pick Up

Large Item Pick Up

Residents shall contact the service provider to schedule large item pick up; do not leave large items on the curb without scheduling a pickup in advance.

Holidays

Service provider will collect on all holidays except NEW YEARS DAY, THANKSGIVING DAY and CHRISTMAS DAY. If a service day falls on any of these holidays, the next pickup will be on the next scheduled service day.

PICKUP POLICY

The service provider will not be responsible for the removal of trash from any homes located on roadways that it deems impassable due to inclement weather, construction on roadways, construction vehicles, or parked cars. Uncollected trash shall be removed from the curb and brought back out for the next scheduled pick up.

LIMITS OF RESPONSIBILITY

Contractor will not be responsible for trash can lids, plastic trash cans, any items small or large, left near the trash cans or container packed too tightly. **They will not empty containers weighing more than 50 pounds.**

Contact the service provider to report and broken trash containers.

Residents may report any issues with the service provider to the PM.

Service Provider:
DISPOSAL
SERVICES, LLC
(703) 441-1111

Annex B: Solicitation Guidelines

Prince William County Trespassing/ Soliciting Information:

There have been several inquiries about trespassing / soliciting in the TOF neighborhood. Although we have signage with restrictions to soliciting and other activities by external entities, Updates from Prince William County provide clarification on these activities - refer to Chapter 18 of PWC Code for more information

<http://www.pwcgov.org/government/courts/countyattomey/pages/county-code.aspx>

Door-to-door activity that is not restricted:

- Co-op sales related to farm produce, newspapers, firewood, and Christmas trees
- Political party or candidate activity
- Charitable educational or religious activity

Trespassing:

- Property owners may prohibit persons from trespassing – but must put person on notice:
- Signs are enforceable for this
- Verbal in-person notice will suffice
- Written notice personally served on the party is optimal

If you have additional questions, please contact the PWC Police Department Licensing Section at (703) 792-4183.

The link to the PWC Police web page about what is and isn't enforceable as far as soliciting, hand billing, peddling and other activities are concerned.

Visit <http://www.pwcgov.org/government/dept/police/pages/door-to-door-selling.aspx> for all the details.

Annex C - No Trespassing Program Guidelines and Basketball Court Usage Rules

BASKETBALL COURT (MAPLE RIDGE ROAD) RULES OF CONDUCT

- Be courteous and respectful – no foul language
- Use court at your own risk
- No glass containers or alcoholic beverages allowed
- Court use is for Twin Oaks Farm residents and their guest only (maximum of 10 guests per resident)
- Do not hang on the rims
- Dispose of all trash in receptacle or take it with you when you leave if receptacles are full
- Limit play to 30 minutes if others are waiting
- Limit game to half court if others are waiting
- Court closed from sunset to sunrise
- VIOLATORS MAY BE PROSECUTED

Enforcement of court rules: Some neighborhood children have invited or "sponsored" their friends as guests to use the court, then leave the court with the non-residents still playing – basically unsponsored. Parents of players who use the court but leave with guests remaining to play will be notified when this occurs. Leaving guests on the court is unacceptable. They need to have a sponsor with them at all times, similar to the pool rules. Resident players will be given an initial warning about violating the rule. If a second violation occurs after the initial warning, then the resident player loses guest privileges for three months. If it happens again, the board will revoke the pool pass, thereby losing privileges for both the basketball court and the pool.

"Trespassing Enforcement Program" – Multiple communities have used this program and once the example is made, non-residents will steer clear of the neighborhood. Several police officers state the program has no negative effect on property values, but rather demonstrates the community's desire for a safer environment.

Additional feedback from other communities and real estate professionals about using the program has indicated the same.

This program authorizes the owners of residential properties to designate the Police Department to act on their behalf for purposes of enforcing the trespassing laws. This enables police officers to notify persons trespassing on the property that they are forbidden to do so and to charge or arrest those who are found in violation of the trespassing laws. Twin Oaks Farm HOA Board Members would not have to be present for the police officers to take appropriate actions.

Annex D - Common Area Usage/Pool Pass Usage for Residents

Use of Pool Passes for identification at the basketball court: Residents will need to have their pool passes when using /playing on the basketball court. If a pool pass is not available then an ID with a Twin Oaks Farm address can be used and will serve the same purpose. This is how the police will distinguish between people who are supposed to be on the court and those individuals who are trespassing. Additionally, this will allow re-use of the pool passes beyond the summer months and without additional costs to residents.

APPENDIX E:

ARCHITECTURAL IMPROVEMENT REQUEST FORM



ARCHITECTURAL IMPROVEMENT REQUEST FORM
(Form and any additional documents may
be sent via to
[**arb@twinoaksfarmhoa.com**](mailto:arb@twinoaksfarmhoa.com))

To: Twin Oaks Farm HOA Architectural Review Committee
C/O GHA Community Management 3020 Hamaker Ct.,
Ste. 300
Fairfax, VA 22031
(703) 752-8300

Date: _____

Name Of Applicant: _____
(PRINT NAME)

Address: _____

City: _____ State: _____ Zip: _____ Lot:

_____ Block: _____ Section: _____

Telephone (Home) _____ (Work) _____ (Cell) _____ Email:

Proposed Improvement: _____

Please submit the following with this request form:

- 1) Site Plan/Sketch showing size, shape, and location of improvement to residence. Include specific dimensions of improvement and distances to adjoining properties (if applicable).
- 2) Manufacturer's brochure (if applicable/available). You can also provide website, but must provide the specific link to the item being used.
- 3) Color samples (if applicable/available). You can include web link to the specific color, but include the color, reference number, any other specifics on this form.
- 4) Architectural plans/drawings when project is for major additions/improvements.
- 5) Grading plan (if applicable).
- 6) Any additional details/description of improvement if not included under the Proposed Improvement section above.

Homeowner(s) Acknowledgement:

I understand that I assume full responsibility for:

- (i) all landscaping, grading and/or drainage issues relating to the improvements (including replacing bonds or escrows currently in place affecting the lot);
- (ii) obtaining all required city, Town or County approvals relating to said improvements;
- (iii) complying with all applicable city, Town or County ordinances;
- (iv) any damage to adjoining property (including common area) or injury to third persons associated with the improvement.

Signature of Applicant _____ Date _____

FENCES: *In the event that your request involves the erecting of a fence, please have your adjoining neighbors indicate their awareness of your request by having them sign below:*

Name _____ Name _____

Address _____ Address _____

Signature _____ Signature _____

*****ARCHITECTURAL REVIEW COMMITTEE USE

ONLY***** Date Application Received _____

ARCHITECTURAL REVIEW COMMITTEE RESPONSE:

___ Request approved as submitted.

___ Request approved subject to: _____

___ Response suspended pending submission of: _____

___ Request disapproved because: _____

Signature - ARC Chairperson/Member _____ Date _____

APPENDIX F:



**Twin
Oaks
Farm**

TWIN OAKS FARM HOME OWNERS ASSOCIATION
 2798 WHITE BIRCH CT WOODBRIDGE, VA 22192
 703.752.8300

COMMUNITY ROOM RENTAL AGREEMENT

Name: _____

Address: _____

Home Phone: _____ Daytime Phone: _____ Email: _____

Twin Oaks Farm Home Owners Association ("Association") and the above-named party ("Renter") agree to the rental of:

Twin Oaks Farm Community Room (2798 White Birch Court) Maximum Capacity

Tables/Chairs 100

(\$150.00 RENTAL FEE (EFFECTIVE FOR ALL RENTALS BEGINNING NOVEMBER 11, 2022) AND \$300.00 SECURITY DEPOSIT* - PLEASE NOTE TWO SEPARATE CHECKS ARE REQUIRED TO RENT THE FACILITY - BOTH CHECKS MUST BE SUBMITTED TO SECURE THE RENTAL)

Purpose of Rental: _____

Rental Date: _____

Time: from _____ to _____ (All events must be completed and facility cleaned by 12 a.m.)

Security Deposit Date: _____ SECURITY DEPOSIT CHECK #: _____

Rental Fee Date: _____ RENTAL CHECK #: _____

The following may result in forfeiture of security deposit and rental money:

- Rental is canceled less than 14 days or fewer before rental date:
- Failure to pick up key on the specified date (Keys will only be issued by the Gates Hudson Community Management Office, 3421 Commission Court, Suite 201, Woodbridge, Virginia 22192.
- Renter fails to return key or key is lost
- Renter fails to clean the Community Room properly after rental*, including any of the following tasks:

Renter's Initials	Checklist Item	Renter's Initials	Checklist Item
	Clean outside area of trash		Wipe/Clean and return chairs and tables to original locations
	Empty trash cans and remove from premises and grounds		Line all trash cans in the facility with clean trash bags
	Wipe and clean countertops and restrooms		Clean and flush toilets
	Clean sinks (restrooms and kitchen area)		Remove decorations and accessories
	Close and lock all windows		Close and lock all doors
	Turn off faucets		Turn off all lights
	Wipe down appliances (including refrigerator, dishwasher, and microwave)		Return all furniture to original locations
	Vacuum rugs, sofas, and love seats		Wipe down fireplace counter, hearth and end tables
	Vacuum, sweep and mop floors with cleaning solution		Return all Clubhouse décor to their original locations
	Clean washtub sink next to kitchen area; empty vacuum canister; and return all brooms and mops to cleaning closet		If alcoholic beverages will be served, VA ABC License Number is: _____

**Renters are encouraged to take photos of the facility before setting up for their event to ensure that they have a record of the condition of the facility should there be any concerns for damages during the post usage inspection. This is optional, but highly recommended as post inspections will be based on how the facility looks after the rental event.*



TWIN OAKS FARM HOME OWNERS ASSOCIATION
 2798 WHITE BIRCH CT WOODBRIDGE, VA 22192
 703.752.8300
COMMUNITY ROOM RENTAL AGREEMENT

THIS AGREEMENT is made this ___ day of _____, by and between **TWIN OAKS FARM HOMEOWNERS ASSOCIATION***, hereinafter referred to as "TOF HOA" and _____ of _____,
 (NAME OF RENTER) (ADDRESS)
 phone number _____ (additional contact number _____)
 and email _____.

Gates Hudson Community Management will administer/manage the rental for TOF HOA.

Terms of this agreement:

1) Place, Date and Time of Use:

- a. The Renter shall rent the Twin Oaks Farm HOA Community Room between the hours of _____ and _____. Please note that rentals are for the entire day.
- b. **Back-to-back rentals are allowed; but renters must still do a pre-usage inspection prior to pick up of keys from GHCM Office. Renters assume responsibility of the facility if there is a rental prior to their rental date. If the facility is not cleaned or left in an acceptable condition by the previous renter, subsequent renters can either accept the facility as it is or cancel their reservation. The TOF HOA Board/GHACM takes no responsibility for cleaning the facility prior to any subsequent rentals if there are back-to-back rentals scheduled - there are no accommodations or services in place for this to have the facility cleaned with the short window between rentals. Subsequent renters on back-to-back rentals understand that they must have the facility cleaned just as it was when they did their walk through pre-inspection usage. Both previous and subsequent renters are advised to take photos of the facility prior to and upon completion of their event should any discrepancies occur in terms of the condition and/or cleanliness of the facility before and after event rentals.**
- c. Renter shall be entitled to the use of the TOF Community Room and bathrooms, kitchen and closet areas. No other areas are permitted for use. Note that during pool season, unless otherwise specified, normal pool operations will be in progress while the Community Room side is used for this event. Use of the Community Room does not grant access / use of the pool and requires separate coordination with GHA Management for required pool passes - whether or not attendees will be using the actual pool.
- d. **NOTE:** Renters of the Twin Oaks Farm Community Room acknowledge that parking for this facility is limited. Please exercise courtesy when parking on the residential street adjacent to the facility.
- e. The Renter shall depart the Community Room at the ending time, as set forth above. No exceptions shall be made, regardless of whether the Renter begins the event on time.

2) Fees and Cancellation Rights: When the Renter tenders the signed Agreement; the Renter shall pay the security deposit (\$300) and the rental fee (\$150) simultaneously. The Renter must pay the usage fee and finalize any revisions to the Agreement not later than 48 hours before the event with Gates Hudson Community Management. The Renter shall be solely responsible for all payments made under this Agreement. Twin Oaks Farm HOA shall not accept payments from any other party. If Renter wishes to cancel the Agreement, written notification must be provided to Gates Hudson Community Management **14 days prior** to the rental date. Renters are reminded to work with GHA to finalize the rental agreement, make their payment and pick up keys during GHA business hours. Failure to coordinate with GHA in advance for securing the rental is the responsibility of the renter.

3) Certification by Renter: The signatory(s) hereby certifies that *(please circle)* **he/she/they** *(please circle)* **is/are** the party responsible for the event. This Agreement is non-transferable. Renter is a resident of Twin Oaks Farm Community; only residents or homeowners may enter into this Agreement for use of the Community Room. Residents include tenant residents in the Twin Oaks Farm Community.

4) Renter's Responsibilities at Event:

- a. Renter is prohibited from charging attendees any fees of any sort for admission.
- b. Renter may not use the facility for commercial business purposes where they receive payment for any services or products during the use of the facility (this includes but not limited to classes, seminars, etc.)
- c. Renter must provide 1 chaperon for every 10 attendees under the age of 18; chaperons must be over age of 21.
- d. Renter shall not place audio speakers or any other heavy electrical equipment on the hardwood floor of the Twin Oaks Farm Community Room without prior approval by the Twin Oaks Farm Clubhouse Board Representative or Gates Hudson Community Management.
- e. Renter shall only use the tables, chairs and equipment provided by Twin Oaks Farm HOA. If Renter desires to bring additional furniture or equipment to the Community Room, the Renter must a) obtain prior approval from Gates Hudson Community Management and b) ensure that the item is appropriately padded at the bottom in order to protect the floor from being scratched or marked. Such additional furniture or equipment must be removed from the facility at the conclusion of the rental period.
- f. Under no circumstances may Renter remove, or permit to be removed, any furniture or other equipment belonging to Twin Oaks Farm HOA from the Community Room. Renter shall not install any objects such as nails, tacks, scotch tape to any wall. Renters are prohibited from using candles or any other substance that may cause permanent marking or damage on the walls of the Community Room, including, but not limited to, finger paints, glue, or glitter. Renter must fully Remove all of their materials, decorations, equipment and trash at the end of the rental of the Community Room. Structural or electrical alterations to the Community Room are strictly prohibited.
- g. Acids or any other material that is flammable, toxic, or presents any potential for damage to the Community Room is prohibited. Decorative candles, sparklers, fog machines and items of this nature are also prohibited.
- h. Grills may be used in the parking lot area at the front of the Community Room; however, grills on the pool deck area are strictly prohibited. "Sterno" food warmers / chafing dishes and birthday candles will be permitted in use for a short time period, provided that none of these items cause damage to the furniture or other surfaces of the Community Room.
- i. Renter must comply with the Prince William County noise ordinance, which is incorporated herein by reference. Noise levels after **10:00 p.m.** must not be audible outside of the Community Room. Due to the proximity of the Community Room to adjacent residential areas, compliance with this ordinance is mandatory and enforceable by the Prince William County Police.
- j. Renter shall keep all doors and windows to the Community Room closed for the duration of the function to minimize the amount of noise **after 10:00 p.m.**
- k. Renter and his/her guests shall not congregate outside the Community Room during or after the event unless the event requires outside activities. Should this occur, guests may not extend beyond the road entrance to the facility/parking lot.
- l. Renter shall limit access to the Community Room to invitees only and shall not allow access to anyone else. Renter shall limit the number of attendees to those planned for in the Agreement.
- m. Smoking is strictly prohibited inside the Community Room.
- n. No pets of any kind are allowed inside the Community Room.
- o. Renter is responsible for the proper conduct of all persons attending the event and shall control the behavior of all attendees and bears full responsibility for their conduct, including financial responsibility for any damage to the Community Room, the surrounding clubhouse facilities or incurred as a result of any other form of violation.
- p. Before vacating the Community Room, Renter shall be responsible for the proper disposal of all

food, party decorations, trash and routine cleaning. The term "routine cleaning" includes, but is not limited to, the wiping of all tables and chairs, floors, and cleaning up any trash and debris located inside the Community Room and on the grounds and parking area for the Community Room. Renter must dispose of all refuse in appropriate containers. Renter is responsible for returning tables and chairs to the designated storage area. **Cleaning of the facility will include vacuuming, sweeping and mopping the floors. Mopping will consist of using the provided cleaning solutions to ensure the floors are free of any food or other event residue. Specifics for acceptable cleaning will be provided during the pre-usage walk-through inspection with the Twin Oaks Farm Board Representative. Post-usage inspection checklist provides a general checklist for renters to use; renters will need to ensure that cleaning conforms to the specifics in this agreement and any additional instructions provided during the pre-usage walk through.**

- q. Renter is responsible for obtaining any and all licenses required to serve alcoholic beverages in the Community Room. At a minimum, Renter must obtain a banquet license from the Virginia Department of Alcoholic Beverage Control. The Virginia Department of Alcohol and Beverage Control license applications and requirements may be obtained at www.abc.state.va.us/licensing/banquet.htm. For events where alcohol will be served; Renter must provide Gates Hudson Management with a copy of the banquet license at the time of key pick up **and provide the license number in the checklist on Page 1 of this agreement. If an ABC license is not obtained and there are any alcoholic beverage receptacles found in the recycle bin or trash bins during the post usage inspection, renters may be subject to loss security deposit and/or loss of privileges or usage of the facility for future rentals.**
 - r. Renter is responsible for ensuring that alcoholic beverages are not made available to persons under the age of 21 and/or anyone who is intoxicated. NO ALCOHOLIC beverages are permitted on the pool deck/area.
- 5) **Termination of Event:** If management determines that Renter is engaged in a willful, egregious act of violation of any of the duties listed above, management may terminate the event before the end of the rental period, keep the security deposit and suspend the Renter's right to rent the Community Room again.
- 6) **Departure:** The Renter must depart the Community Room in strict conformance with the Agreement. Failure to do so may result in forfeiture of the:
- a. Security deposit and
 - b. Right to rent the Community Room again in the future. In addition, management shall contact the Prince William County police department to disburse any crowd and press trespassing charges.
- 7) **Inspections and Remedies:** Prior to the rental period, the Renter and Gates Hudson Community Management/Twin Oaks Farm HOA Board representative will conduct a pre-usage inspection of the Community Room and shall prepare a report of any conditions at the site that pre-existed the rental of the facility. After the rental period, Gates Hudson Community Management/Twin Oaks Farm HOA Board representative will conduct a post- usage inspection of the facility and prepare a report that will note any breaches of Agreement and related deductions from the security deposit, if any. If none, management will refund the security deposit to Renter within 10 days of the date of the event. If Renter breaches any of his/her duties or damages the Community Room, TOF HOA reserves all of its rights, including, but not limited to:
- a. deducting from the security deposit for each specific violation of a particular paragraph listed in Section 4 (when tangible damages do not result),
 - b. deducting for all costs and fees from the security deposit associated with rectification of any tangible damage,
 - c. seeking payment of all costs and fees, including legal fees, in excess of the security deposit to rectify any tangible damage, and/or
 - d. revoking Renter's right to rent the facility again. Management shall make all such determinations in its own discretion. If the Renter disagrees with management's determinations, he/she may appeal to the TOF Board of Directors by filing an appeal in writing within 10 days of date of the

completion of the report. The Board will schedule a hearing to review the matter and make a final decision.

BACK-TO-BACK RENTALS: For instances where the facility is scheduled for back-to-back rentals, renters will need to schedule their walkthrough inspection with the TOF Board Representative prior to the event; note that prior coordination is required to ensure that the Representative can be available for the walkthrough inspection. Upon completion of the walkthrough, the TOF Board Representative will send both the Renter(s) and GHCM Representative an email with a copy of the completed checklist and the renter can then pick up the keys on Friday before the event (if the event is on a Friday, they can pick up the keys on Thursday). GHCM is not open on the weekends, so it is incumbent upon the renter to plan accordingly and coordinate with the local GHCM office for key pick up. (See above for renters' responsibilities in all cases whether the first or subsequent renter during a back-to-back rental period).

**NOTE: Renters will review and initial the closeout checklist to show that they reviewed and checked all items prior to and after the rental event. If the facility is found unsecured/unlocked during the post-usage inspection, the renter will automatically forfeit their security deposit.*

- 8) Indemnification of TOF HOA:** By signing this agreement, Renter expressly agrees to indemnify and hold harmless the Twin Oaks Fair Homeowners Association, its member, directors, officers, agents and employees, from and against any and all claims, damages, injuries, violations, proceedings, lawsuits, actions and causes of action of any kind, including costs and attorney's fees, arising in connection with the Event, the use of the Community Room, or the acts or omissions of the Renter or of any person on the property of the TOF HOA in connection with the Event.
- 9) Limitation of Liability:** TOF HOA's maximum liability under this Agreement shall be the return of the sums paid by Renter for the rental and/or security deposit for renting the facility, provided there are no damages incurred to the facility.
- 10) Event Staff:** TOF HOA may hire an Event Staff for the sole purpose of ensuring that the Renter and his/her guests do not damage the property of TOF HOA. The Event Staff is not hired for the purpose of providing security for the Renter, his/her guests, or their property. The Event Staff bears no responsibility to intervene in any physical altercation that may occur which involves either the Renter or his/her guests; accordingly, the Renters and his/her guests utilize and occupy the premises solely at their own risk.
- 11) Amendments:** The terms specified herein constitute the entire agreement between the parties. TOF HOA shall not be bound by any alleged promises, representations or agreements except as herein expressly set forth in this agreement. Gates Hudson Community Management shall not have any authority to amend this Agreement, except in writing and with TOF HOA Board Representative approval.
- 12) No Warranty:** TOF HOA does not warrant that its Community Room facility is suitable for any particular purpose, nor does TOF HOA warrant any condition of the premises. The Renter agrees that he/she has had an opportunity to examine the premises; that TOF HOA is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an "as is" condition.
- 13) Incorporation of Legal Documents:** All remedies for enforcement of the Declaration of Covenants, Conditions and Restrictions are hereby incorporated by reference. In addition, the Renter shall bear full responsibility of all attorney's fees and costs incurred by TOF HOA to enforce this Agreement. If TOF HOA must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18%, per annum.
- 14) Renter Insurance Coverage:** Renter may choose to obtain a rider to their home insurance policy (as available to the renter) as added protection for any damages that may occur during this rental:

- a. Renter has obtained insurance rider to cover this event (Circle: Yes / No) – copy of rider is attached to this rental agreement. _____(Renter’s Initials)
- b. Renter declines obtaining an insurance rider and accepts responsibility for damages as previously indicated above: _____(Renter’s Initials)

Renter acknowledges that cancellation of this rental may occur due to maintenance requirements for the facility; repairs, or other unforeseen events that requires the rental agreement to be cancelled by GHA Management or the TOF HOA Board.

Changes to rental fees may occur and are applicable at the time of decision by the TOF HOA Board – increases in rental fees and/or security deposit is applicable regardless if a rental is already scheduled and a sign agreement is on file at GHA Management along with rental fee and security deposit – the renter will be responsible for the increase in fees. All rental fees and deposits must be submitted to GHA Management prior to the effective date of the rental.

Effective November 11, 2022, Back-to-back rentals has been approved by the TOF HOA Board, however, an increase in the security deposit was approved due to cover any costs for cleaning as a result of renters not returning the facility to the proper condition after a rental. Renters acknowledge that this disclaimer is acceptable to them at the time of reservation of the facility.

Renter

Signature: _____
 Printed Name: _____
 Address: _____
 Cell Phone: _____
 Date: _____

Twin Oaks Farm Homeowners Association /Gates Hudson Management

Signature: _____
 Printed Name: _____
 Date: _____

ADDITIONAL INFORMATION FOR RENTAL OF THE COMMUNITY ROOM (ADD ADDITIONAL INFORMATION ON TABLE AS NEEDED)

BANQUET LICENSE (IF APPLICABLE)	
COPY OF INSURANCE RIDER (IF APPLICABLE)	

SECURITY DEPOSIT REFUND POLICY

A written request must be submitted in order to obtain a refund. A minimum of 14 days’ notice must be given in order to qualify for a refund. Refund requests received fewer than 14 days prior to the rental date may be subject to an administrative charge equal to 20% of the security deposit.

I hereby acknowledge and agree to the terms and conditions of this Agreement, as well as the policies and rules established by Twin Oaks Farm Homeowners Association for rental of the Twin Oaks Farm Community Room facility.

Signature: _____ Date: _____

TOF HOA Association Representative: _____ Date: _____

RENTER: _____ DATE OF USE: _____

TWIN OAKS FARM CLUBHOUSE PRE-USAGE CHECKLIST

Please check to make sure all of these items are in order before your event begins. If any of these items are not done, please notate item and return this sheet with the (CLOSING) checklist.

YES/NO	CHECKLIST ITEM	YES/NO	CHECKLIST ITEM
	Area Clear of Debris		Lights Off on Arrival
	3 Step Ladder Available		Refrigerator Emptied and Clean
	Chair Count _____		Microwave Emptied and Clean
	Table Count _____		Dishwasher Emptied and Clean
	Walls Free of Decorations		Furniture clean
	Bathrooms Clean: - Sinks - Mirrors - Toilets		Floors clean
	Facility Locked on Arrival		Fireplace / Mantle Clean
	Outside Trashcans Empty		Inside Trashcans Empty and lined with Trash Bags
	Bathroom Trashcans Empty and Lined with Trash Bags		Kitchen Sink Clean
	Door to Hallway Locked		TV and Remote Working
	End Table Count _____		Sofa & Pillows Clean
	Dining Table Clean		Loveseat & Pillows Clean
	Dining Table Stool Count _____		Curtains on Windows
	Window Blinds Working		Artificial Plants Count _____
	Ceiling Fan Working		Clubhouse Doors Secure (Kitchen, Side Door, and Front Door)
	Lights Working		Cleaning Supplies: - Vacuum - Mop and Mop Bucket - Wide Sweep Broom and Handle - Small Broom w/Dustpan - Dust Mop and Handle - Cleaning Solutions
	Fire Extinguishers Count _____		Entrance Mat
	Fire Place Off		-ABC License Number:
	Anticipated Guests for Event _____		RENTER ACKNOWLEDGES THIS IS A BACK-TO-BACK RENTAL (YES/NO)

NOTES:

Signed: _____ Date: _____

RENTER: _____ DATE OF USE: _____

TOF CLUBHOUSE CLOSING CHECKLIST:

YES/NO	Checklist Item	YES/NO	Checklist Item
	Clean outside area of trash		Clean and return chairs and tables to original locations
	Empty trash cans and remove from premises and grounds		Line trash cans in the facility with clean trash bags
	Wipe and clean countertops and restrooms		Clean and flush toilets
	Clean sinks (restrooms and kitchen area)		Remove decorations and accessories
	Close and lock all windows; leave all blinds opened and curtains drawn (DO NOT CLOSE BLINDS/CURTAINS WHEN EVENT IS DONE)		Close and lock all doors (including rear bathroom doors, double French doors near bathroom, hallway door to the clubhouse, and front door)
	Turn off faucets		Turn off all lights
	Wipe down appliances (including refrigerator, dishwasher, and microwave)		Return all furniture to original locations
	Vacuum rugs, sofas, and love seats		Wipe down fireplace counter, hearth and end tables
	Vacuum, sweep and mop floors with cleaning solution		Return all Clubhouse décor to their original locations
	Clean washtub sink next to kitchen area; empty vacuum canister; and return all brooms and mops to cleaning closet		Place recyclable items in recycle bin; if not recycling – place all trash in the two large trash bins outside of the clubhouse

Renters are encouraged to take photos of the facility before setting up for their event to ensure that they have a record of the condition of the facility should there be any concerns for damages during the post usage inspection. This is optional, but highly recommended as post inspections will be based on how the facility looks after the rental event.

INSPECTED BY: _____

DATE: _____