

# **Wright Farm Homeowners Association**

## **Architectural Guidelines & Design Standards**

(Revision 3.0)

# Table of Contents

<b>SECTION I</b> .....	1
INTRODUCTION .....	1
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION .....	1
<b>SECTION II</b> .....	1
OBJECTIVES .....	1
<b>SECTION III</b> .....	2
ARCHITECTURAL MODIFICATIONS REQUIRING ARCHITECTURAL COVENANTS COMMITTEE APPROVAL.....	2
<b>SECTION IV</b> .....	2
ARCHITECTURAL SUBMISSIONS FORMAT .....	2
A SITE PLAN .....	2
MATERIAL AND COLOR .....	2
DRAWINGS AND PHOTOGRAPHS .....	2
REVIEW PROCEDURES .....	3
APPEAL OF AN ARCHITECTURAL COVENANTS COMMITTEE DECISION.....	3
<b>SECTION V</b> .....	3
ARCHITECTURAL COVENANTS MEETING CRITERIA.....	3
VALIDITY OF CONCEPT .....	3
DESIGN COMPATIBILITY .....	4
LOCATION AND IMPACT ON NEIGHBORS .....	4
SCALE .....	4
COLOR.....	4
MATERIALS.....	4
WORKMANSHIP.....	4
TIMING.....	4
<b>SECTION VI</b> .....	5
ENFORCEMENT PROCEDURE .....	5
RIGHT OF ENTRY.....	5
<b>SECTION VII</b> .....	6
GUIDELINES.....	6
AMENDMENTS TO THE ARCHITECTURAL COVENANTS COMMITTEE GUIDELINES.....	6
1. FENCES.....	6
2. STORAGE SHEDS.....	7
3. PATIOS AND DECKS .....	7

4. TRELLISES, ARBORS, PRIVACY SCREENS.....	7
5. STORM AND SCREEN DOORS / WINDOWS .....	8
6. SUN CONTROL DEVICES .....	8
7. RECREATION AND PLAY EQUIPMENT.....	8
8. MAJOR EXTERIOR CHANGES.....	9
9. ANTENNAS .....	9
10. DOG HOUSES AND RUNS.....	9
11. EXTERIOR DECORATIVE OBJECTS.....	9
12. OUTSIDE LIGHTING & ELECTRONIC INSECT TRAPS .....	10
13. EXTERIOR PAINTING .....	10
14. FLAGPOLES.....	10
15. BARBECUE GRILLS .....	10
16. HOT TUBS/POOLS.....	10
17. EXTERIOR UNIT AIR CONDITIONERS .....	10
18. CLOTHESLINES .....	11
19. GUTTERS & DOWNSPOUTS.....	11
20. ATTIC VENTILATORS .....	11
21. TRASH CANS.....	11
22. FIREWOOD .....	11
23. REAL EST ATE SALES, RENT AND MISCELLANEOUS SIGNS.....	11
24. SOLAR PANELS.....	12
25. LANDSCAPING & VEGETABLE GARDENS.....	13
26. IN-HOME BUSINESS.....	14
<b>SECTION VIII.....</b>	<b>15</b>
GENERAL MAINTENANCE GUIDELINES.....	15
EXTERIOR APPEARANCE.....	15
MOWING .....	15
LAWN AND GARDEN FERTILIZATION.....	15
TRASH REMOVAL.....	15
EROSION CONTROL .....	16
PESTICIDES AND HERBICIDES .....	16
<b>SECTION IX.....</b>	<b>16</b>
PET CONTROL.....	16
<b>SECTION X.....</b>	<b>17</b>
VEHICLE CONTROL.....	17
GENERAL.....	17
RECREATIONAL VEHICLES.....	18
<b>SECTION XI.....</b>	<b>19</b>
CERTIFICATE DISCLOSURE PACKET .....	19

## **SECTION I**

### **INTRODUCTION**

All residents benefit from the planning and design that have been an important part of the development of your community.

The purpose of design controls is to assure residents that the standards of design quality will be maintained. This, in turn, protects property values and enhances the community's overall environment. This booklet is designed to address exterior alterations made by homeowners to their property.

### **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION**

The authority for maintaining the quality of design in the community is founded in the Declaration of Covenants, Conditions and Restrictions that are a part of the deed to every property. The covenants establish both a Homeowners Association and the Architectural Covenants Committee.

These Covenants are binding on all homeowners, current and future. These covenants should be fully understood by each homeowner.

## **SECTION II**

### **OBJECTIVES**

*Not intended to be all-inclusive or exclusive but rather serve as a guide.*

The overall objective of this document is to serve as a guide to both the members of the Architectural Covenants Committee and homeowners in maintaining and enhancing a carefully designed environment. These guidelines and standards address improvements for which homeowners will most often submit applications to the Architectural Covenants Committee. They are not intended to be all-inclusive or exclusive, but rather serve as a guide to what improvements may be made in the community.

The specific objectives of this booklet are:

- To assist homeowners in preparing an acceptable application to the Architectural Covenants Committee.
- To increase homeowners' awareness and understanding of the Declaration of Covenants, Conditions and Restrictions.
- To describe the organization and procedures involved with the architectural standards established by the Declaration of Covenants, Conditions and Restrictions.
- To illustrate basic design principles that will aid homeowners in developing exterior improvements that are in harmony with the immediate neighborhood and community as a whole.

- To provide uniform guidelines to be used by the Architectural Covenants Committee in reviewing applications in light of the goals set forth in the Founding Documents of your community and the actions of the Architectural Covenants Committee.

### **SECTION III**

#### **ARCHITECTURAL MODIFICATIONS REQUIRING ARCHITECTURAL COVENANTS COMMITTEE APPROVAL**

*All exterior alterations require the approval of the Architectural Covenants Committee:*

All improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot, permanently or temporarily, or the exterior appearance of one's property must be approved by the Architectural Covenants Committee, unless otherwise noted. Once a plan is approved, it must be followed, or a modification form must be approved by the Architectural Covenants Committee, unless otherwise specified in this document.

Each application is reviewed on an individual basis. There are not any "automatic" approvals, unless provided for specifically in these guidelines. For example, a homeowner who wishes to construct a deck or fence identical to one already approved by the Architectural Covenants Committee is still required to submit an application. The one exception involves structures such as decks which are offered as builder options and are shown on original site plans. These structures, if built to exact option specifications, have already been approved by the Architectural Covenants Committee, and therefore do not require an application. However, the homeowner should provide a copy of the sales contract with the builder addition highlighted to the Association.

### **SECTION IV**

#### **ARCHITECTURAL SUBMISSIONS FORMAT**

A sample of the form which must be used in applying for approvals is attached as Exhibit "A". Generally, the following items should be a part of every application.

**A Site Plan** - A site plan is most easily prepared by submitting a copy of the house location plat. Proposed changes should be indicated including dimensions and distances from property lines.

**Material and Color** - Specify materials and provide samples of the colors to be used as well as an indication of the existing colors and materials. Where materials and/or colors are compatible but different from those of the existing structures, samples of color chips should be submitted for clarity.

**Drawings and Photographs** - A graphic description should be provided, and may be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal. If appropriate, plans or provisions for landscaping or grading, etc., should be shown as they

affect the applicant's house, and in the case of attached houses, as they relate to adjacent houses. In any case, the sketch or photograph should be accompanied by a written description.

## **REVIEW PROCEDURES**

All applications should be submitted to the Architectural Covenants Committee, whether it is for a permanent or temporary structure. The application will be reviewed for completeness. If the application is complete, the review process may begin. If not, the application will be returned to the homeowner for additional information. The Architectural Covenants Committee has forty-five (45) days to review a completed application. The decision of the Architectural Covenants Committee will be sent via letter to the applicant's address. Failure of the Architectural Covenants Committee to act upon any request submitted within forty-five (45) days from the date received by the managing agent shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after submission then such submissions shall be deemed to have been approved, except for those applications for additions or alterations prohibited by the Declaration of Covenants, Conditions and Restrictions, or the architectural standards adopted by the Association, in which case no disapproval is necessary to uphold the prohibition. The committee will also send a written response to all requests. The committee will meet as necessary to review applications within the forty-five (45) day time frame.

## **APPEAL OF AN ARCHITECTURAL COVENANTS COMMITTEE DECISION**

An appeal procedure exists in the event that a homeowner disagrees with the Architectural Covenants Committee's decision.

To initiate the appeals procedure, the applicants or other affected residents must submit a written request for an appeal within ten (10) days of the applicant receiving the Architectural Covenants Committee decision. Written notice must be given to the Association or any Director. The appeal will be referred to the Architectural Covenants Committee for review.

## **SECTION V**

### **ARCHITECTURAL COVENANTS MEETING CRITERIA**

The Architectural Covenants Committee evaluates all submissions on the individual merits of each application. The characteristics of the house type and the individual site are taken into account when evaluating the particular design proposal. The following criteria represent in more specific terms the general standards that will be used in reviewing and evaluating such application and design.

#### **Validity of Concept**

The basic idea must be sound and appropriate to its surroundings.

### **Design Compatibility**

The proposed improvement 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.

### **Location and Impact on Neighbors**

The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage.

### **Scale**

The size of the proposed alteration should relate well to adjacent structures and its surroundings.

### **Color**

Color may be used to soften or intensify visual impact. The colors used should be the same as those used on the existing exterior.

### **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.

### **Workmanship**

Workmanship is another standard which is applied to all exterior alterations. The quality of work should be equal to or better than that of the community. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards.

### **Timing**

Projects must commence within six (6) months from date of approval and be completed within 12 months of the approved date; otherwise, it could become a nuisance and safety hazard for neighbors and the community.

***Storage of material should not be on common area and if damage is done the owner is responsible for repairs.***

## SECTION VI

### **ENFORCEMENT PROCEDURE**

The following procedures will be taken by the Architectural Covenants Committee to enforce the rules and regulations as set forth in these guidelines:

- 1) All owners and residents shall comply with all provisions of the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions, the By-Laws and all Rules and Regulations. Failure to comply with the aforementioned documents shall be grounds for an action to recover damages or for injunctive relief, for suspension of voting rights, for foreclosure of liens or any other legal or equitable relief deemed appropriate.

In the event any rules or regulation of the Association is violated, the owner shall be notified of the violation by certified mail, return receipt requested. Notice shall be sent to the address shown on the books of the Management Agent.

- 2) If the owner is a non-resident, a copy of the violation notice shall also be sent to the tenant, at the unit address, by first class mail.
- 3) The owner shall have the right to appeal any violation citation. The request for appeal must be submitted in writing, and received in the office of the Management Agent within fifteen (15) days of receipt of the violation notice.
- 4) In any instance where the violation presents a health or safety hazard, the Management Agent may take immediate action, at the owner's expense, to correct the violation. Notification to the owner of the action taken and the costs incurred will be made by certified mail, return receipt requested.
- 5) In the event the owner does not bring the violation into compliance with fifteen (15) days, or submit a request for appeal within fifteen (15) days of the date of receipt of the violation, the Architectural Covenants Committee may proceed with enforcement procedures as indicated in the Declaration of Covenants, Conditions and Restrictions.

Please note that failure of the Architectural Covenants Committee to enforce any provision, covenant, restriction or rules and regulation shall in no event be deemed a waiver of the right to do so thereafter.

### **RIGHT OF ENTRY**

As stated in the Declaration of Covenants, Conditions and Restrictions: "There is hereby granted a blanket easement to the Association, its directors, officers, agents and employees, to any manager employed by or on behalf of the Association, and to all police, fire, ambulance personnel and all similar persons to enter upon the Property in the exercise of the functions provided by this Declaration and the Articles, By-Laws and rules of the Association in the event of emergencies and in performance of governmental functions."

## **SECTION VII**

*It is the homeowner's responsibility to secure proper building permits and to ensure that the plans conform to County guidelines.*

### **GUIDELINES**

The guidelines which follow address a broad range of exterior alterations for which homeowners frequently submit an application to the Architectural Covenants Committee. It would be impossible to address each specific design condition, and as a result, these guidelines present the principle factors which should be considered when developing a design. More specifically, these guidelines define the limits to size, quality of construction, location, materials and color based on the intended use and relationship to adjoining properties rather than focusing on a particular construction detail or a specific design alternative. As stated earlier, all projects are to be completed within six (6) months from date of approval.

The individual merits of each application will always be considered by the Architectural Covenants Committee. The use of these guidelines should assist the homeowner in gaining timely Architectural Covenants Committee approval. The applicant who follows the guidelines should expect approval or rationale as to why the application was not approved.

Note that "Miss Utility" should be contacted for location of cables and/or pipe work prior to any digging when constructing decks, fences, etc.

These guidelines should in no way restrict the homeowner in the design of a "well thought out" alternative approach.

### **AMENDMENTS TO THE ARCHITECTURAL COVENANTS COMMITTEE GUIDELINES**

The Architectural Covenants Committee will try to conduct an annual evaluation to determine if the guidelines need to be amended. It is anticipated that any changes would be primarily additive and would not involve substantive changes of the existing guidelines.

#### **1. FENCES**

Fencing can be used to separate property, provide security, visual privacy, or architecturally define space. In achieving anyone of these goals, a barrier is created which has both a visual and a physical impact on the boundaries of common land and properties of adjacent homeowners. Fencing should be compatible with the applicant's house, but it should also be appropriate for its intended purpose.

**Chain-link fencing or wire fencing of any kind is not allowed.**

**Location:** Fence must follow the line of the property. Fencing may enclose the entire home site. Fencing in the rear yard may include black vinyl coated wire mesh for pet control.

**Style:** Fences shall be four-board horse wooden fencing painted black. Fencing shall not exceed five feet (5'). Homeowner must maintain fencing and color in good condition.

## **2. STORAGE SHEDS**

Storage sheds can aesthetically affect both individual property and the neighborhood. As a result, all storage sheds should be compatible with both the architecture and landscape surrounding the house.

The shed should be designed to appear as part of the house/landscaping/fence theme and may be part of a deck. Building materials must correspond to design theme, including color.

The shed must be designed to respect the “visual rights” and aesthetic interests of neighborhood properties and must not exceed the height of one story. Storage sheds shall be located to the rear of the front plane of house.

Applicants should review fence and shed design criteria with respect to visibility, privacy and materials prior to design.

## **3. PATIOS AND DECKS**

Patio and Deck Location - Patios and decks should be located in rear yards. Side yard locations will be evaluated on their individual merits. When patio or deck schemes include other exterior changes, such as fencing, lights, plantings, etc., other appropriate sections of these guidelines should be consulted prior to application.

### **a. DECKS**

- All decks are to be of pressure-treated wood, “Trex”, Evergrain, or other materials and colors as approved by the Board of Directors. No solid screening will be allowed. Applications must include a site plan showing size of deck, location as it relates to applicant’s house, and a description of the details of railings, trellises, posts, stairs, steps, benches, etc., as required to clearly describe the proposal. Please include the height of the deck off the ground.

### **b. PATIOS**

- Rear yard, ground level patios need Architectural Covenants Committee approval. Applications must include a site plan showing size of patio, location as it relates to applicant’s house, and a description of the details.

## **4. TRELLISES, ARBORS, PRIVACY SCREENS**

Lattice privacy screening on decks may be approved by the Architectural Covenants Committee if installed in conformance with the following criteria:

- a. Screening may not be installed as a free-standing wall or as a fence.
- b. Latticework must be installed with framing.
- c. Latticework must be incorporated as a part of the overall deck design and connected to the unit.
- d. Latticework may not be installed in place of deck railing.
- e. No solid screening will be allowed.

Any request for screening will be reviewed on a case-by-case basis and should be incorporated into the overall design of the deck or patio. In general, anything of this nature must be approved by the Architectural Covenants Committee.

## **5. STORM AND SCREEN DOORS / WINDOWS**

Doors and windows following the below guidelines do not need Architectural Covenants Committee approval. Any deviations must be submitted for approval.

### **a. DOORS**

- Front storm doors must be full-view clear glass.
- Storm or screen doors must match the trim of the house or be white.

### **b. WINDOWS**

- Storm and screen window frames must match the trim of the house or be white.

## **6. SUN CONTROL DEVICES**

Awnings, trellises or other permanent sun control devices must be approved by the Architectural Covenants Committee.

## **7. RECREATION AND PLAY EQUIPMENT**

Homeowners often express interest in swing sets, basketball backboards, playhouses, etc. Most equipment of this sort is commercially available but is often less than pleasing in appearance. Creatively designed equipment is encouraged. The guidelines listed below are provided in an effort to reconcile the need for play equipment with the goal of minimizing its visual impact.

The general rule is to require rear yard fencing to screen the equipment from view of neighboring property owners. This policy may be waived by the Architectural Covenants Committee for units which have no adjoining property owners to the rear of their lots or for those who have written consent that the equipment will not be objectionable to neighboring property owners.

In general, all exterior play equipment must be placed in rear yards and should minimize the negative visual and physical impact to the community and be well maintained. No peeling,

rusting, falling apart, or extreme fading will be permitted. Consideration must be given to lot size, equipment design and size, amount of visual screening, etc.

The play equipment must be located within the rear plane of the house. All play equipment not within a fenced yard or extending above the height of the fence must be approved by the Architectural Covenants Committee.

Freestanding basketball backboards may be placed in the driveway of the individual lots adjacent to the garage areas.

## **8. MAJOR EXTERIOR CHANGES**

Major alterations are generally considered to be those which substantially alter the existing structure either by subtraction and/or addition. Major building alterations include, but are not limited to, construction of porches, greenhouses, rooms, fireplaces, chimneys, other additions to a home, etc.

More specifically, the design of major alterations should be compatible in scale, materials and color with the applicant's house and adjacent houses. The location of major alterations should not impair the views, or amount of sunlight and natural ventilation on adjacent properties. Pitched roofs must match the slope of the roof on the applicant's house. New windows and doors should match the type used in the applicant's house and should be located in the manner which will relate well to the location of exterior openings in the existing house.

If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.

Construction materials must be stored so that the impact in neighboring properties is minimized. Excess material should be immediately removed after completion of construction.

## **9. ANTENNAS**

Please refer to the FCC Regulations.

## **10. DOG HOUSES AND RUNS**

Dog houses must be compatible with the applicant's house in color and material or match a natural wood fence and must be located where they will be visually unobtrusive. In addition, they must be in rear yards. Dog houses will be reviewed on an individual basis.

## **11. EXTERIOR DECORATIVE OBJECTS**

Exterior decorative objects including but not limited to bird baths, wagon wheels, sculptures, fountains, ponds, stumps, driftwood piles, and free-standing poles of all types are permitted

only in rear yards and under cover of a fence line. Front yard decorative objects under 30 inches high require no application.

**12. OUTSIDE LIGHTING & ELECTRONIC INSECT TRAPS**

Electronic lighting should be chosen so as not to light up any area beyond that of the applicant's property. Cases of darkened common areas should be brought before the Association. Electronic insect traps shall not be installed or maintained in such a way as to cause discomfort to adjacent owners from noise and may only be operated during those times when the immediate area protected by the trap is occupied by the owner or his guests.

**13. EXTERIOR PAINTING**

All color changes must be approved by the Architectural Covenants Committee. Repainting or staining a specific object to match its original color need not be submitted.

Color changes apply not only to the house siding, but also to the doors, shutters, trim, roofing, and other appurtenant structures. Change of exterior colors should be in conformance with established neighborhood guidelines or selected from one of the existing neighborhood colors.

**14. FLAGPOLES**

Homeowners wishing temporary flagpole staffs that do not exceed 6' in length and are attached at an incline to the front wall or pillar of the house or dwelling unit need not have an application. Permanent freestanding flagpoles 16 to 20 feet in height need not have an application. All other flagpoles require an application.

**15. BARBECUE GRILLS**

Barbecue grills should be placed in the rear of the house and as far as practical from the adjacent property lines and meet current fire codes.

**16. HOT TUBS/POOLS**

Plans for hot tubs must be submitted to the Architectural Covenants Committee. Copy of County approval should be submitted with detailed plans. Descriptions of trellises, privacy screening, etc., are requested for approval.

Above ground pools are prohibited. Kiddie pools are allowed in rear yards only.

**17. EXTERIOR UNIT AIR CONDITIONERS**

Air conditioning units from windows are prohibited unless required for medical reasons. An application is required prior to installation.

Exterior ground units may be added to or relocated only when they do not interfere visually with neighbors. Exterior ground units shall be oriented so as not to discharge hot air onto neighbors' property. An application must be submitted prior to installation.

**18. CLOTHESLINES**

Clotheslines are prohibited unless they meet screening in criteria, i.e., behind privacy fence and below fence line.

**19. GUTTERS & DOWNSPOUTS**

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

**20. ATTIC VENTILATORS**

Attic ventilators or other mechanical devices requiring penetration of the roof should be as small in size as functionally possible and should match the roof or be mill finish. They should be located on the backside of the roof and not extend above the ridge line.

**21. TRASH CANS**

Containers shall be placed for pick-up no earlier than the evening prior to pick-up, and must be retrieved from the curb on, or before, the evening of pick-up. Trash must be in securely tied plastic bags and must be placed at curbside. At all other times, trash containers are to be kept in rear yard, and as inconspicuous as possible.

**22. FIREWOOD**

Firewood shall be kept neatly stacked, located in rear yard of residence, and must be kept within your lot.

Under no circumstances is firewood to be stacked in the common area.

Piles larger than two (2) cords require approval. Piles longer than 6' should be 2 rows deep minimum. Piles must not exceed 4' in height for safety. Firewood piles must contain firewood only, no storage of debris.

Location should be in such a manner as to minimize visual or physical impact. In certain cases, screening may be required.

**23. REAL ESTATE SALES, RENT AND MISCELLANEOUS SIGNS**

Real Estate signs must meet County regulations with respect to size, content and removal. Signs may only be placed in the yard of the property available. Homeowners will be limited to one (1) sign per property. All signs must be removed 48 hours after settlement.

“Real Estate for Sale” signs will be permitted on common property only between Saturday, 9:00 a.m. and Sunday, 5:00 p.m. Any sign standing beyond approved hours will be removed.

All miscellaneous signs, including but not limited to yard sales, etc., must be put up no sooner than 48 hours prior to and taken down no later than 24 hours after the event.

No Political signs are allowed on common property. All political signs must not be displayed in yard sooner than 6 weeks prior to an election and must be removed no later than one week after election.

## **24. SOLAR PANELS**

Before any solar panel may be installed, an Application must be properly filed with, and approved by, the Association.

### **Size and Color**

- a. Each panel’s dimensions shall not exceed 70” x 40” x 3” and must be seated in a metal frame.
- b. Solar panels and framing must be painted to match/blend with the color of the roof or a dark color.
- c. All piping, wiring and control devices must be concealed.
- d. Owners should ensure that there is minimal visual impact to adjacent properties and public view in order to protect and enhance the architectural integrity and aesthetics of the community.

### **Roof-Mounted Solar Panel Location**

- a. Roof-mounted solar panels may not cover more than thirty percent (30%) of the total roof’s surface area.
- b. Roof-mounted solar panels must be mounted flat on the rear slope of the roof, parallel with the roof ridge and edges.
- c. Roof-mounted solar panels cannot extend past the roof line.
- d. Roof-mounted solar panels must be mounted so that the total height from the roof top to the top of the reflector shall not exceed 3”.
- e. Solar panels must be inconspicuous from the street, public areas, neighboring properties.

### **Ground-Mounted Solar Panel Location**

- a. Ground-Mounted solar panels may be installed on a Lot if the solar panels are located in the rear of the Lot.
- b. The exact location of the ground-mounted solar panels on the Lot shall be approved by the Association after review of the proposed location on the plat and inspection of the Lot.
- c. Ground-Mounted solar panels must be screened with bushes or shrubs to ensure that the solar panels are inconspicuous from the street, public areas, neighboring properties.
- d. Ground-Mounted solar panels must be fully located on the Lot and cannot encroach upon the Lot line.

- e. Ground-Mounted solar panels shall not be installed on Common Areas.

**Installation**

- a. Solar panels must be properly installed and secured so they do not jeopardize the safety of any passerby and comply with all applicable Virginia building codes and manufacturer's instructions.
- b. Owners are required to exercise their best efforts to install the solar panels in such a way and location where the panels will work with the least adverse impact upon the lot's aesthetic appearance and in the least obtrusive manner possible.
- c. The Association reserves the power to require Owners camouflage any portion of the solar panels so that it matches or is reasonably compatible with the color of the structure to which it is attached. If such a requirement would void the warranty from the manufacturer, the Owner must submit a copy of the warranty to the Association in order to be absolved of the requirement.

**Maintenance**

- a. Owners who install or maintain solar panels are responsible for all costs associated with:
  - 1. Placing (or replacing), repairing, maintaining, and moving or removing the solar panels;
  - 2. Repairing damage to any property caused by the Owner's failure to properly install, maintain or use the solar panels;
  - 3. Reimbursing the Association for costs incurred to correct damage caused by the Owner's failure to properly install, maintain or use the solar panels.
- b. Owners shall have a continuing duty to prevent their solar panels from falling into disrepair or becoming a safety hazard. Owners shall be responsible for the solar panel maintenance, repair and replacement, and the correction of any safety hazard.
- c. If a solar panel becomes detached, the Owner must remove or repair such detachment within 72 hours of the detachment. If the detachment threatens anyone's safety, the Association may remove the solar panel at the expense of the Owner.
- d. Owners shall be responsible for the repainting or replacement of the solar panels if the appearance of the exterior surface of their solar panels deteriorate or are damaged in any way.
- e. In the event that the solar panels are permanently removed, the Owner must restore the roof or lawn to its original condition.

**25. LANDSCAPING & VEGETABLE GARDENS**

Care should be exercised in the planting and maintenance of trees and shrubs on your lot to prevent obstruction of sight lines required for vehicular traffic. It is the responsibility of the homeowner to ensure that their lot is mowed and all gardens must be neatly maintained throughout the growing season; this includes removal of all unused stakes, trellises and dead growth.

Consideration should also be given to type of trees to be planted, specifically with regard to size of mature trees and how the roots will affect water lines and underground cables, etc.

An application is not required for removal or planting of trees.

*If such plantings result in complaints by neighbors, the Architectural Covenants Committee will consider appropriate measures.*

**An application IS NOT REQUIRED FOR LANDSCAPING which meets all of the following conditions:**

- a. Located at the rear of the unit.
- b. Size does not exceed 10' x 10'. Areas larger than this must be enclosed within a properly fenced yard.
- c. It does not damage property through the flow of water onto adjacent property.
- d. Foundation landscaping (within 4' of the base of the unit) which meets all of the following conditions:
  - Restricted to natural landscaping (i.e. plants, shrubs and trees).
- e. Railroad ties, garden timbers or other materials used to construct a border or retaining wall which does not exceed 18" in height and remain within 4' of the foundation.

**An application IS REQUIRED for:**

- a. Rock gardens or rocks or collections of rocks exceeding 24" in any direction. All rocks shall be left their natural color.
- b. Railroad ties or garden timbers which form a wall over 18" high or 10' long. Anything over 24" requires a permit from the County. Include a site plan with the location of ties or timber drawn in, and information on landscaping plans and any grading changes.
- c. Any landscaping or gardens that are not covered in the paragraphs above.

## **26. IN-HOME BUSINESS**

Loudon County and the Declaration of Covenants, Conditions and Restrictions regulates in home businesses. In addition to County control, the Association is concerned about the impact of in-home business on the residential character of the neighborhood and on adjacent neighbors. Therefore, customer oriented businesses are not allowed.

For non-customer oriented businesses, the following special requirements must be met:

- a. Permit obtained from Loudon County.

- b. Copy of Permit on file with Association's office.
- c. No sign or other advertising device of any nature shall be placed upon any lot.
- d. No exterior storage of business-related materials will be allowed.
- e. No commercial vehicles will be allowed.

Although the Association does not expressly prohibit in-home day care services, the above requirements must be met. Care should be taken so that this service does not cause an annoyance to neighbors or interfere with the rights of other homeowners relating to the "quiet enjoyment" of their property.

## **SECTION VIII**

### **GENERAL MAINTENANCE GUIDELINES**

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

#### **EXTERIOR APPEARANCE**

Residents are responsible for maintaining the exterior of their dwellings and any other structures on their lots, such as decks, fences, sheds and playground types of equipment.

#### **MOWING**

Turf areas need to be mowed at regular intervals, maintaining a maximum height of 6" and a minimum height of 2". Changes to this requirement may be made according to specified plans.

Planted beds must be kept in a neat and orderly manner.

#### **LAWN AND GARDEN FERTILIZATION**

All soil should be tested before fertilizer is added - especially in areas where drainage will flow into ponds. Special care should be taken not to over-fertilize or to fertilize lawns and gardens where there is the least chance of runoff.

#### **TRASH REMOVAL**

Each resident is responsible for picking up litter on his property and preventing windblown debris from originating on his land.

At no time is the Association Open Space considered a dumping ground for inorganic debris. Organic debris such as leaves, grass clippings and branches may not be dumped in Open Space. Removal of trash and debris from all Association areas accumulating from resident usage will be completed as necessary. Remember that the removal of trash costs the Association dollars, and voluntary resident and Neighborhood cleanup, in addition to controlling litter at the source, saves everyone money.

### **EROSION CONTROL**

Each resident is responsible for seeing that their lot area is protected from erosion and that storm drain structures are not blocked so as to cause additional erosion problems.

### **PESTICIDES AND HERBICIDES**

Pesticides and herbicides may be applied according to label instructions for the specified problem. Emphasis should be placed on organic/biodegradable materials in order to ensure the least harm to the natural environment. Care in application is extremely important. Avoid use of pesticides and herbicides if at all possible, but when necessary, use with caution and follow instructions.

### **SECTION IX**

#### **PET CONTROL**

As stated in the Declaration of Covenants, common household pets such as dogs and cats may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood, and are in compliance with applicable Loudon County ordinances.

Specific Rules and Regulations governing pets have been adopted by the Architectural Covenants Committee. They are as follows:

1. The Architectural Covenants Committee has extended permission to the County Animal Warden to enforce all applicable portions of the County Ordinance in regard to all animals and pets within the common areas.
2. Owners and all other persons who are owners and/or custodians of pets shall not allow such pet to run at large in the Association. A dog or cat shall be deemed to run at large while roaming, running or self-hunting or when not restrained by a dependable leash and controlled by a responsible person as defined by County Ordinance.
3. All pets must have appropriate shots, licenses and tags, as required by County Ordinance.
4. Pet owners shall be responsible for immediate clean-up and proper disposal of pet wastes deposited. Kitty litter shall be disposed of in a tightly sealed plastic bag and placed at curbside on normal trash collection days.

5. Residents or guests who own pets shall ensure that their pets do not become a nuisance to other residents in the Association. Actions which may constitute a nuisance include, but are not limited to: barking, crying, scratching or being hygienically offensive.
6. Pets shall not be chained or leashed on any common area.
7. Pet owners shall incur any and all costs for repairing damage to common areas caused by their pet(s).
8. Pet owners must respect the private property of others. Pets are not allowed to trespass on private lawns and should be walked in common areas only. Pet owners should clean up after their pets immediately.
9. Residents should report any violations of the above items to the County Animal Control and violation of item 4 to the Health Department.
10. Any other violations should be reported, in writing, to Community Management Corporation, 4840 Westfields Boulevard, Suite 300, Chantilly, VA 20151, with specific information as to the name and address of the violator, the time and date, and the description of the pet.

## **SECTION X**

### **VEHICLE CONTROL**

Specific rules and regulations regarding vehicles have been adopted by the Architectural Covenants Committee. They are as follows:

#### **GENERAL**

- a. No unlicensed vehicles, including but not limited to motorized bicycles, motorcycles, mini-bikes, go-karts, etc., shall be operated on or parked upon any common area in the Association.
- b. Minor repairs begun on vehicles by an owner or his assigned agent, while on any area, must be completed within 48 hours from the starting time of the repair. Major repairs (including but not limited to engine transmission, rear end overhaul) are prohibited.
- c. Dumping, disposal of leaks of oil, grease, or any other chemical, residual substances, or any substance of particles from holding tanks of vehicles of any type (as a result of the repair, maintenance, or carelessness) is not permitted on any areas. Disposal must also conform to environmental regulations.

- d. The dumping of motor oil and other petroleum products into the storm sewers is a direct violation of the State Water Control Law and may lead to civil penalties and clean-up costs for the responsible person(s).
- e. All motor vehicles shall not exceed the speed limit of 25 miles per hour while operated in common areas.
- f. Owners of vehicles will be held liable for all costs to repair damages to common areas caused by negligence, repair operations on the vehicle or storage of any combustible, dangerous or otherwise hazardous material on common areas (regardless of the type of container).
- g. Parking of motor vehicles with commercial lettering, including but not limited to vans, trucks, taxicabs, buses, or cars are prohibited in the association.
- h. Any unlicensed person is prohibited from operating any motor vehicle on common areas.
- i. Operation of any motor vehicle in violation of the Code of Virginia, as amended, is prohibited. Consent is hereby given by the Architectural Covenants Committee to all appropriate law enforcement officers who are hereby empowered to enforce all motor vehicle laws in the streets and common areas of the community.
- j. Vehicles parked on property must be in compliance with Commonwealth of Virginia and Loudoun County laws. Violations of this rule shall result in the posting of Notice on the vehicle directing removal of the vehicle or correction of the violation within 5 days. All actions shall be coordinated with the Loudoun County Sheriff's Department in accordance with the applicable requirements of the Code of Virginia, as amended.
- k. All vehicles parked on any area in public view must be maintained in an acceptable state of repair to meet the following conditions:
  - 1) Powered vehicles must be maintained in an operative condition.
  - 2) Tires supporting vehicles on common areas must be inflated at all times to within 10 PSI of the manufacturer's recommended pressure so that they can be moved in the event of an emergency.
- l. The Architectural Covenants Committee shall be empowered to have vehicles which are in violation and any vehicles as defined in the Code of Virginia, as amended, removed from the common areas, at the owner's risk and expense, upon forty-eight (48) hours' notice posted on the vehicle.

### **RECREATIONAL VEHICLES**

Recreational vehicles to include, but not limited to, motor homes, boats, travel or camping trailers shall not be stored within association unless concealed in garage or shed.

## **SECTION XI**

### **CERTIFICATE DISCLOSURE PACKET**

A Resale Certificate is required by the Architectural Covenants Committee. Lots are subject to the Virginia Property Owners Association Act (POA Act). The seller is required to obtain from the Association an Association Disclosure Packet and present it to the Purchaser. Information provided in the Packet is outlined in 55-512 of the POA Act and includes information on the current status of assessment payments and on the existence of any architectural violations. The Disclosure Packet helps to protect the future buyer against unknown problems with past owners' architectural changes or past-due assessments. If everything is in order, it also protects the seller from potential law suits involving violations of the Covenants by subsequent owners.

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