

**CARRIAGE HOMES OWNERS ASSOCIATION (CHOA) ARCHITECTURAL  
GUIDELINES AND COMMUNITY RULES (“YELLOW BOOK”)**

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**EDITING NOTES**

ABBREVIATIONS/ACRONYMS USED: **ARC** = ARCHITECTURAL REVIEW COMMITTEE;  
**BOD** = BOARD OF DIRECTORS; **CHOA** = CARRIAGE HOMES OWNERS ASSOCIATION;  
**PM** = PROPERTY MANAGER; **YB** = YELLOW BOOK

Generally, throughout the **YB**, the singular form of certain nouns implies the plural form. These nouns are: “Homeowner,” “applicant,” “appellant,” and “lessee.” For example, as used in the **YB**, if there is more than one owner of a home; the term “Homeowner” implies one or more Homeowners, “applicant” implies one or more applicants, etc. This approach is used to avoid having cumbersome language constructions such as: “Homeowner(s) is/are,” “applicant(s) is/are,” etc. Where document context or other considerations dictate, these “cumbersome” constructions are used, but in the interests of **YB** readability use of such constructions has been kept to a minimum.

*Note that all Forms included in the **YB** are samples, included for illustration of processes, but not intended for use in the processes with which the Forms are associated. Forms that are to be used in the processes described are available from the PM, on the CHOA website, [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org) or will be distributed with certain monthly issues of **CARRIAGE WHEELS**.*

## **INTRODUCTION**

Welcome to the Carriage Homes, a Community of people from various places, and with varying backgrounds and interests, who have decided to make Williamsburg their home. The Carriage Homes Owners Association (CHOA) Community started in 1997, and over the succeeding years we have gained experience in maintaining it as a Community we can all enjoy. We know that with proactive management and Homeowner cooperation we can preserve the character of the Community for our enjoyment, and at the same time maintain property values well into the future. We recognize that balancing the individual concerns and needs of the many Homeowners and other Residents with the fairness and sensitivity required to achieve a common good is not always easy.

This balance can best be achieved in two ways: (1) by the cooperation of each Homeowner and Resident in observing the *Covenants* and restrictions described in the \**Declaration*, as well as any rules that may be adopted by the CHOA to handle situations not otherwise covered; and, (2) by active Homeowner participation in CHOA deliberations and operations.

\*Note that the *Declaration of Covenants, Conditions, Restrictions and Easements, October 30, 1996, as amended, and the By-Laws of Carriage Homes Owners Association, Inc., October 30, 1996, are referred to in this YELLOW BOOK, respectively, as the Declaration or D and as the By-Laws or B.*

The BOD and various CHOA Committees are responsible for maintenance of the common areas, arranging for services (lawn care, trash pickup, etc.), establishing and enforcing rules, reviewing requests for modification of properties, and general administrative duties. Homeowners are eligible to seek election to the BOD, and may be asked to serve on a CHOA Committee. Please volunteer to serve or consider a positive response if asked for your services. When Homeowner involvement increases, the work of managing the CHOA is distributed more equitably among members. Greater Homeowner involvement also indicates a spirit of commitment and introduces a broader range of knowledge and skills crucial to furthering Community development.

Considered in the broadest sense, this “YELLOW BOOK” translates the “legalese” of the *Declaration* into more understandable everyday language. Thus, this “YELLOW BOOK” serves as a handy reference that provides all CHOA Community members with useful information regarding procedures, guidelines and rules that all of us must follow to accomplish our shared Community goals in the most cooperative, efficient and neighborly manner.

Within this broader context, the “YELLOW BOOK” focuses on the Architectural Review Committee (ARC), one of the more active CHOA Committees, and the one that has the most far-reaching impact. Thus, there is a great deal of emphasis on describing ARC process and procedures in the “YELLOW BOOK.” This has been done to help all in our Community understand how the ARC functions, and to appreciate the commitment of those who serve on the ARC. The ARC's goal is to assist Homeowners as they plan to modify the exterior of their properties to suit their needs, so that proposed changes are in accordance with the *Declaration* and are consistent with the appearance and character of the Community. All CHOA Homeowners and Residents have a vested interest in supporting the ARC in continually striving to maintain this attractive and desirable Community that each of us has chosen as our home.

Should you have questions or wish to discuss anything in this **YELLOW BOOK**, please call the Property Manager (PM), any member of the ARC, or any member of the BOD. You may find names, titles, and contact information for **CHOA BOARD OF DIRECTORS (BOD) - COMMITTEE CHAIRS and other COMMUNITY OFFICIALS** in your *Community Directory*, and on the CHOA website: [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)

## Section 1.

# **ARCHITECTURAL REVIEW COMMITTEE (ARC) AUTHORITY AND PROCESS**

### **GOVERNING DOCUMENTS**

The **Declaration (D)** of the Carriage Homes Owners Association (CHOA) provides certain ***Covenants*** and restrictions that govern a Homeowner's actions regarding modifications to a property. **D Article VII** provides that architectural control and any exterior additions or modifications have to be approved by the Architectural Review Committee (ARC). Each Homeowner is given a copy of the **Declaration** prior to purchase, and is thus bound by the provisions of the **Declaration** by virtue of having purchased property.

The **By-Laws (B Sec. 7.02.)** reaffirm the establishment of the ARC with the duties and functions described in the **Declaration**. **D Sections 7.03. through 7.12.** further describe the process for administering the application process for additions, modifications and alterations, and the ARC's administrative authority.

Furthermore, the ARC, acting on its authority, requires that all applicable building codes, laws, ordinances and regulations be observed when Homeowners plan and execute projects.

The **COMPOSITION, DUTIES, and PROCESS** information that follows summarizes the provisions of **Article VII** of the **Declaration**. To the extent that there is any inconsistency or conflict between what is stated in this summary and what is stated in the **Declaration**, the **Declaration** prevails.

### **COMPOSITION OF THE ARC (D Sec. 7.02 A. C. & D.)**

The ARC consists of five (5) members. A member is not required to be an architect. The term of each member of the ARC shall be for a period of one (1) year, and until the appointment of a successor. The right to appoint and remove members of the ARC at any time is vested solely in the BOD. No member of the ARC may be removed except by a vote or written consent of a majority of all members of the BOD.

### **DUTIES OF THE ARC (D Sec.7.02. G.)**

The major duty of the ARC is to consider and act upon any and all proposals or plans submitted to it by Homeowners. The ARC will devise and publish forms and procedures that Homeowners shall comply with when submitting projects for ARC review. It is the responsibility of the BOD to enforce compliance. See **Section 3, ENFORCEMENT OF GUIDELINES AND RULES.**

The ARC will promulgate rules and regulations governing the form and content of plans to be submitted for approval, but no such rule or regulation shall be inconsistent with the provisions of the **Declaration**, or with any applicable governmental code, law, ordinance, or regulation.

From time to time, the ARC will recommend to the BOD additions to, or clarifications of, rules as a means of enabling the ARC to more efficiently and effectively carry out its duties.

### **APPLICATION AND REVIEW PROCESS (D Sec. 7.03. through 7.12.)**

In accordance with the **Declaration** Sections cited above, the ARC has created an Application Form, has established a process for preparing, reviewing and deciding upon Application Packages, and has developed guidance to assist Homeowners in navigating the application process. See **Section 1, Attachment 1, Parts 1-3.**

**Section 1, Attachment 1, Part 1**  
**ARC Procedures and Process**

**For information/guidance only. DO NOT INCLUDE THIS PAGE WITH YOUR APPLICATION**

All proposed changes to a Homeowner's property that affect the exterior of the home and certain areas of the lot must be submitted to the ARC for review. Thus, much of the ARC's time is dedicated to review of proposed modifications to property submitted by Homeowners. Work on a project shall not begin prior to a Homeowner having received a written Approval of the project from the ARC, nor should any work vary from the proposal approved by the ARC. A Homeowner may appeal an adverse ARC decision to the BOD.

The ARC is comprised of volunteers who are your neighbors, and who are not compensated. You may support ARC commitment, and contribute to ARC effectiveness and efficiency, by observing the following practical courses of action. Any assistance that you provide to the ARC will ultimately benefit you.

**-Submit your Application Package as early as possible before the proposed project start date.** (The ARC has up to thirty-five (35) days to decide upon your request. If you need to apply for a building permit from York County, it is advisable to have ARC approval to submit with that application.)

**-Be sure your Application Package is complete and accurate.** (Missing or incorrect information slows the process for everyone. Accurate drawings of the proposed project will assist the ARC in understanding the appearance of your project.)

**-Do not start work until you have received written Approval from the ARC.** (If you proceed with any work before receiving ARC Approval, you may be compelled to restore your property to its original condition at your expense.)

**-Be available for clarification and discussion.** (Don't submit an Application Package just before you go out of town for an extended period of time.)

**-Do not try to rush the ARC review process.** (The ARC usually issues a decision in less than the thirty-five (35) day period permitted for ARC consideration/decision.)

**If the ARC Disapproves your application, you have the option to appeal to the BOD.** (In its written Notice of Disapproval, the ARC will indicate reasons for Disapproval and describe how to appeal.)

**Before you complete and submit an Application Package, please review the following description of APPLICATION PROCESS, ARC DECISION MAKING PROCESS, and ACTIONS FOLLOWING ARC DECISION.**

**ASSEMBLING AND SUBMITTING APPLICATION PACKAGE FOR ARC REVIEW**

-Homeowner envisions/plans project, and determines whether or not formal written ARC approval is required for proposed project by reviewing **Section 2**, and, as Homeowner deems advisable, by informally consulting with ARC or BOD members.

-Upon determination that ARC approval is required, Homeowner obtains Application Form, and associated guidance (**Section 1, Atch 1**) from the PM, or from the CHOA website: [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)

**Note to Homeowners: In order for the ARC to consider an Application Package, a Homeowner must be in good standing with regard to financial obligations to CHOA, i.e., dues paid on time, and no other outstanding financial obligations to CHOA, and also have no uncorrected property violations.**

-The Application Form itself includes information required to prepare an Application Package, and other portions of **Attachment 1** provide additional guidance in this regard. Here is a bit more guidance to assist in assembling a complete Application Package:

**For information/guidance only. DO NOT INCLUDE THIS PAGE WITH YOUR APPLICATION**

- An Application Package is complete when it provides the ARC with all information needed to determine compliance with the ***Declaration***, and the overall effect of the project on the Community.
- All questions on the Application Form must be answered. In addition, an Applicant should submit supporting documents that further describe the nature, scope and details of the project.

Examples of supporting documents are:

- Drawing of project, including measurements and distance to existing objects, and including lot lines and main structure;
- Description of materials and colors;
- Pictures of similar structures;
- Contractor's proposal (cost may be left off);
- Statement of any unusual circumstances in support of request.

This list is not exhaustive, but shows the type of documents that will help the ARC in its review.

-Homeowner completes **both pages** of the Application Form, adds any supporting documentation, and **mails two (2) copies of the completed Application Form and of all supporting documentation to the PM**, who will convey the Application Package to the ARC for review.

### **ARC REVIEW AND DECISION PROCESS**

-The ARC checks each Application Package for completeness, and, as necessary, advises Applicant to fix any deficiencies. When the ARC deems that the Application Package is complete, the ARC begins review.

-The ARC will review and act on each Application Package within thirty-five (35) calendar days of the date of receipt (as date-stamped by PM) of a completed Application Package. In most cases the ARC will contact the Applicant and arrange to review the plan on site.

-After thorough review, the ARC will render a decision: Approval, Approval with Conditions, or Disapproval. This decision will be conveyed to the PM, who will advise the Applicant of the ARC decision in writing. The original Application Package will be retained in CHOA records. The PM will return the second copy of the Application Package to the Applicant.

-If an Applicant has not received an ARC decision letter within thirty-five (35) calendar days after the date of Application Package submission, the Applicant may notify the ARC, via the PM, in writing by certified mail, return receipt requested, of non-response by the ARC. An Application Package shall be deemed approved if not decided upon by the ARC, and Applicant notified in writing of this decision, within thirty-five (35) calendar days after date of receipt of the Applicant's certified letter advising of ARC non-response.

### **FOLLOW UP ON APPROVED APPLICATION PACKAGE**

-If an Application Package is **APPROVED**, a Certificate of Approval will be included with the Approval Letter. The Homeowner shall post this Certificate in a front window while the approved work is being done as public notice that the work has been approved. While work on the project is ongoing, members of the ARC, members of the BOD, and the PM, have the right to make inspections of the work site.

-An approved Application Package includes both an anticipated beginning date and an anticipated date of completion, together with many project details, all of which are part of the information on which the ARC bases its decision. Therefore, after having received ARC approval, to keep the ARC advised of project status changes, an Applicant must, via the PM, notify the ARC in writing: a) Of the date that work actually starts on the project; b) Of any delay to the start date of the project greater than thirty (30) calendar days

**For information/guidance only. DO NOT INCLUDE THIS PAGE WITH YOUR APPLICATION**

together with a new projected completion date; c) Of any delay greater than sixty (60) calendar days after work on the project has begun, together with a new projected completion date; d) Of any proposed changes to the project that differ from project details described in the original approved Application Package, all of which changes must be approved by the ARC before work starts on any of these changes; e) Of project completion, no later than three (3) calendar days after the project has been completed.

-Within seven (7) calendar days of having received notification of project completion, and after having coordinated with the Homeowner as to date and time, the ARC will physically inspect the project to determine if the project has been completed in conformity with ARC-approved specifications, to include any ARC-approved changes to the project that may have occurred while the project was in process.

-If the ARC finds any variation between the project specifications (to include in-process changes) as approved by the ARC, and the completed project, the ARC will refer the matter to the PM, who will, in joint discussions with the Applicant and the ARC, informally seek resolution of any discrepancy.

-If this informal attempt at resolution fails, the PM will refer the matter to the BOD, which will initiate formal action described in **Section 3, ENFORCEMENT OF GUIDELINES AND RULES**.

**FOLLOW UP ON DISAPPROVED APPLICATION PACKAGE**

-If **DISAPPROVED**, the Applicant may consult informally with the ARC to discuss the reasons for Disapproval, and/or file a formal appeal to the BOD, as described below.

-The action of the ARC in Approving or Disapproving an application is final, contingent upon the appeal process mandated in **D Sec. 7.12**. This appeal process is described in **Section 1, Attachment 2**.

**CONSEQUENCES OF FAILURE TO APPLY FOR ARC REVIEW**

-Making exterior alterations without written approval of the ARC is a violation of the ***Covenants*** of the **Declaration**. Any Homeowner who proceeds with a project, or with changes identified during an ARC-Approved project, for which ARC Approval is required, without first obtaining written Approval from the ARC to undertake the project or changes, may become subject to the provisions of **Section 3, ENFORCEMENT OF GUIDELINES AND RULES**, a situation that could result in inconvenience and considerable unanticipated financial burden for a Homeowner.

**ARC DECISION NOT PRECEDENT-SETTING**

-Approval or disapproval of a particular project for one unit does not serve as precedent for the ARC to automatically approve or disapprove the same type project for another unit. The ARC reviews each Application Package in terms of the unique circumstances of a unit and the project to which the Application Package refers, in terms of all applicable ***Covenants***, restrictions, standards and guidelines, and will give particular consideration to the overall effect the modification or alteration will have on the aesthetic appearance of the Community. In conducting each review, the ARC may find that circumstances or conditions differ from one unit to another, or from one project to another. These differences may be significant enough to support an ARC decision to approve an Application Package for a project at one unit, and to disapprove an Application Package for the same type project at another unit. In arriving at these decisions, it is the primary goal of the ARC to intrude as little as possible on each Homeowner's enjoyment of his or her property consistent with enhancing the appeal and value of the Community.

**Section 1, Attachment 1, Part 2**

**Application to Architectural Review Committee (ARC)**

**NOTE THAT THIS IS A SAMPLE FORM – NOT INTENDED FOR USE. YOU MAY OBTAIN A FORM TO USE FROM THE PM OR FROM THE CHOA WEBSITE [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)**

**Before you complete and submit your Application Package to the ARC, via the PM, for review, please read carefully all of the guidance and procedure/process information shown in Part 1 above.**

Please submit, in duplicate, the **TWO PARTS of this Form**, with all information required, together with all additional documentation described on this Form. All Homeowners must sign the application. Following ARC review, one copy of your Application Package, with written notification of the ARC decision, will be returned to you. **Note that you are prohibited from starting any work described in the Application Package until you have received written approval from the ARC to proceed with your project.**

Name(s) – *printed* - of Homeowner(s) – **Affix signature(s), and date signed, at bottom of page 2:**

\_\_\_\_\_

CARRIAGE HOMES ADDRESS (where work described in Application Package will be done):

\_\_\_\_\_

HOME ADDRESS (if different than CARRIAGE HOMES ADDRESS):

\_\_\_\_\_

PHONE #/EMAIL: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (CELL) \_\_\_\_\_ (EM) \_\_\_\_\_

DATE WORK TO BE STARTED: \_\_\_/\_\_\_/\_\_\_ DATE TO BE COMPLETED: \_\_\_/\_\_\_/\_\_\_

In accordance with the **Declaration of Covenants, Conditions, and Restrictions** (as amended) covering the property above, I/we hereby apply for written approval to make the following modification(s) or additions (*attach additional pages of narrative as necessary*). **WORK WILL BE DONE BY:** [ ] Homeowner [ ] Contractor

DESCRIPTION OF MODIFICATION REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please attach a diagram of the proposed modification showing exact location on lot, any other attachments that you think will help the ARC assess your project, and a description of all exterior materials to be used, including colors, and measurements. **NUMBER OF ATTACHMENTS:** \_\_\_\_\_

**Acknowledgement by \*adjacent Homeowners by signature is required.** By **signing below**, each indicates an awareness of your intent to do this work, but does not indicate or imply approval or disapproval of the work. (*\*Adjacent Homeowners are defined as the Homeowner who owns the other half of your townhouse unit and all other Homeowners with whom you share a common fence or property line.*)

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ DATE \_\_\_\_\_

**Section 1, Attachment 1, Part 3**

**NOTE THAT THIS IS A SAMPLE FORM – NOT INTENDED FOR USE. YOU MAY OBTAIN A FORM TO USE FROM THE PM OR FROM THE CHOA WEBSITE [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)**

**Be sure to review, complete, sign and date below, then include in your Application Package**

**HOMEOWNER(S) ACKNOWLEDGEMENT:** I/We understand that:

- In order for the ARC accept my/our Application Package for review, I/we must be in good financial standing with CHOA, i.e., all CHOA fees paid, no other financial obligations to CHOA, and no uncorrected property violations;
- All alterations proposed in this project must comply with York County building and zoning codes to which my/our property is subject. Nothing contained herein will be construed as a waiver or modification of such codes. I/we must obtain any permits required prior to starting work;
- No work on this project will begin until I/we have received written approval from the ARC. If any work on this project starts before I/we have received written ARC approval, I/we may be required to return the property to its former state at my/our own expense; and may be required to pay all legal expenses incurred;
- My/our Application Package is subject to certain provisions of the **Declaration** and to an ARC review process established in accordance with these provisions. After ARC review, I/we will receive a copy of my/our Application Package, together with the ARC decision to APPROVE, APPROVE with CONDITIONS, or DISAPPROVE;
- I/we shall notify the PM when the project begins, when the work has been completed, and of any changes in the nature or scheduling of the project, as described in procedure/process information;
- While work on the project is ongoing, members of the ARC, members of the BOD, and the PM have the right to make inspections of the work site;
- When the work has been completed, the PM will notify the ARC to inspect the completed project, during which inspection the ARC will determine if the project has been completed in accordance with the specifications in the Application Package that the ARC had approved;
- If the ARC finds any variation between the project specifications (to include in-process changes) as approved by the ARC, and the completed project, I/we may be required to correct any such discrepancies at my/our risk and expense, including any legal fees required to enforce this ACKNOWLEDGEMENT;
- Acceptance of a completed project by the ARC is meant only as a waiver from the restrictions in the **Declaration** and is not intended to be, nor should it be interpreted as, a guarantee or warranty of the fitness or safety of any or all of the project;
- I/we acknowledge that I/we will be solely liable for any claims, including without limitation, claims for property damage or personal injury which result from the requested addition or modification. I/we hereby indemnify the CHOA, BOD, the ARC, and the Management Company from and against any and all such claims;
- Moreover, I/we accept responsibility for all property maintenance, repair and upkeep of said addition or modification, so that the completed project will continue to meet CHOA Community standards.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

**Mail (or Fax) two copies of your completed Application Package to:  
CARRIAGE HOMES OWNERS ASSOCIATION BOARD OF DIRECTORS,  
c/o BERKELEY REALTY PROPERTY MANAGEMENT, 150 STRAWBERRY PLAINS ROAD, SUITE A-1,  
WILLIAMSBURG, VA, 23188 PHONE – 757-229-6810, (EXT 209); FAX - 757-229-8208**

**FOR ARC USE**

ARC DECISION:    APPROVED AS SUBMITTED

   APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

   DISAPPROVED FOR THE FOLLOWING REASONS:

Date Applicant(s) notified of ARC decision: \_\_\_\_\_

**Section 1, Attachment 2, Part 1**  
**Appeal of Adverse ARC Decision**  
**(Per Amendment LR 090012874 - June 23, 2009)**

A Homeowner in good standing with regard to financial obligations to CHOA, and who has no uncorrected property violations, has the right to Appeal to the BOD any Adverse Decision of the ARC, including full and/or partial disapproval of an application for exterior modifications, additions or alterations to the Homeowner's property. Any appeal to the BOD must be submitted to the BOD, care of the PM (*as described in the prototype Appeal memo in **Part 2***) in writing, within thirty (30) calendar days following the date that the Homeowner received official notice of the Adverse Decision.

The written Appeal must contain a complete copy of the original Application Package, to include the Application Form itself, any Attachments submitted in support of the Application, and a copy of the written notification of ARC Disapproval of the original Application Package. The Appeal must also include a memorandum signed by the Appellant (*See memorandum contents/format/layout in **Part 2***), in which the Appellant petitions the BOD to reverse the Adverse Decision of the ARC. Upon receipt of a complete Appeal Package, as described above, and after providing at least ten (10) calendar days written notice to the Appellant of the time and place of a meeting to discuss the Appeal, the BOD will hold a meeting to discuss the Appeal with the Appellant.

The BOD may reverse or modify the decision of the ARC only by a majority vote of all of the Directors, whether all Directors are present at the meeting or not, and shall provide the BOD decision to the Appellant, in writing, via the PM, within ten (10) calendar days after the date of the meeting.

However, the BOD reserves the right to continue the matter if the BOD finds it necessary to obtain, and requests, additional information from the Appellant or from the ARC. If the BOD does request additional information, the BOD will render a decision, in writing, no later than ten (10) calendar days after the date of receipt of the additional information, in writing, from the Appellant and/or the ARC.

If the BOD overturns the ARC Adverse Decision, the BOD will notify the PM of this decision, whereupon the PM will issue a Letter of Approval (which may convey Approval, or Approval with Conditions stated in the letter), together with a Certificate of Approval, to the Appellant. Upon receipt of this official written Notice of Approval, the Appellant may proceed with the project as described in the original Application Package, within the limits of any Conditions that may have been imposed in the Letter of Approval.

If the BOD upholds the ARC Adverse Decision, this decision will be conveyed to the Appellant via the same channels indicated above. Upon receipt of this official written notice of Denial of Appeal, the Appellant is prohibited from proceeding with any/all of the project described in the original Application Package. Any BOD determination to uphold an ARC Adverse Decision is **final**. Neither the BOD nor the ARC will consider any further appeal of an ARC Adverse Decision that the BOD has upheld upon Appeal.

***(Part 2, on the following page, contains contents/format/layout of a model memorandum that an Appellant shall use to petition the BOD to reverse an Adverse Decision of the ARC.)***

**Section 1, Attachment 2, Part 2**  
**Petitioning BOD to Reverse ARC Adverse Decision**

**(A Homeowner who wishes to Appeal an Adverse Decision of the ARC to the BOD shall prepare a memorandum addressed to the BOD, as shown in the following model:)**

**To:** Carriage Homes Owners Association Board of Directors  
c/o (Property Management Company: Use PM postal mailing address shown on the ARC Application Form, in the **Community Directory** or at [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org) – and also mail Appeal Package to this same PM address.)

**From:** (Appellant(s) Name(s), Carriage Homes Address, other Home Address, if applicable, Telephone Number(s)-Home/Business/Cell-and Email address)

**Subject:** Appeal to the BOD Regarding ARC Disapproval of Application Package

*(The following, tailored to fit circumstances, must be in each Appeal Memorandum.)*

*I/We are writing to request that the BOD review the Application attached, which the ARC Disapproved on (Date Appellant(s) received written notice of DISAPPROVAL), and I am/we are submitting this Appeal Memorandum on (date of Appeal), which, as required, is within thirty (30) calendar days of the date that I/we received written notice of ARC Disapproval.*

*As required, please find attached a complete Application Package that the ARC considered before making its decision, and the written notification of DISAPPROVAL by the ARC that I/we received.*

*I/We request that BOD reverse this ARC decision, and I am/we are providing the following in support of my/our Appeal.*

*(Each Appeal Memorandum must include either some narrative in support of Appeal, or some Attachments in support of Appeal, or, at Appellant(s) option, both narrative and Attachments.)*

*(You may opt to provide narrative in your memo here, or not to do so. If you do not wish to provide narrative, state here: "I do not wish to provide any narrative in support of this Appeal." and proceed to address Attachments, as described below. In any narrative that you choose to provide here, you may write as much as you wish, but please discuss only facts and issues that are directly relevant to the Application Package that the ARC DISAPPROVED.)*

*(You may opt to provide reference to Attachments here, or not to do so. If you do not wish to provide reference to Attachments, state here: "I do not wish to provide any Attachments in support of this Appeal." Regarding any Attachments that you choose to provide, please indicate the total number of Attachments, and a short description of each Attachment. You may provide as many Attachments as you wish, but please ensure that all Attachments are directly relevant to the Application Package that the ARC DISAPPROVED.)*

Thank you for your consideration of this matter.

***(All Appellants sign and date.)***

***(APPELLANT(S) SIGNATURE(S))***

***(DATE SIGNED)***

**Section 2**  
**ARCHITECTURAL GUIDELINES AND COMMUNITY RULES**  
(Note that citations, e.g., D Sec 7.08, Sec 10.16, etc., pertain to Declaration Sections.)

**ROLE OF THE ARCHITECTURAL REVIEW COMMITTEE (ARC)**

The ARC is made up of Homeowners appointed by the BOD. The main duties of the ARC are the evaluation of modifications and additions to properties proposed by Homeowners, and oversight of the *Covenants* and Community rules to which all CHOA Homeowners and Lessees are subject. The ARC's mission is to assure that actions/projects proposed or taken by CHOA Homeowners comply with CHOA *Covenants* and Rules, and have the overall effect of enhancing the appeal and value of our Community.

**Consistent with this mission, many of the actions/projects described below require that a Homeowner who may be planning a certain action/project apply for formal ARC approval in writing of that action/project before proceeding with work on any part of the action/project. Actions/projects described below that require ARC approval have a notation “ARC approval required.” Any actions that require BOD approval have a notation “BOD approval required.”**

In arriving at a decision whether or not to approve an action/project, the ARC considers technical details of an application, but also directs considerable attention to the aesthetic aspects of the proposed action/project, and to the visibility of the proposed action/project from neighboring properties and from streets. Because of the ARC's concern with aesthetics/visibility, many (but not all) actions/projects that will be situated in back yards enclosed by a 6' “privacy fence” do not require ARC approval, but most (but not all) actions/projects that will be situated in front or side yards, or in unfenced back yards, require ARC approval. Also see **VIEW FROM NEIGHBORING PROPERTIES** below.

**If an action/project requires ARC or BOD approval and a Homeowner either does not apply for ARC or BOD approval, or applies, but does not wait for ARC or BOD approval in writing, before proceeding with such action/project, the non-compliant Homeowner may become subject to the provisions of Section 3, ENFORCEMENT OF GUIDELINES AND RULES, a situation that will likely cause inconvenience, and that may impose a substantial unanticipated financial burden.**

*Thus, if you are planning an action or project and have read through the guidance and rules that follow, and are still not certain whether or not your action or project requires formal ARC or BOD approval in writing, ARC/BOD members strongly recommend that you either: 1) Informally contact an ARC or BOD member to find out whether or not formal approval from ARC/BOD is required; or, 2) Err on the side of caution by applying to the ARC or BOD for consideration of your action/project.*  
(See **Section 1, Attachment 1, Parts 1-3**)

**The following alphabetical list shows the TOPICS that have aroused greatest interest in the Community since the Community was formed. This listing of TOPICS, together with discussion of each, is intended to describe the official CHOA policy/position on each TOPIC, so that all Homeowners and Lessees will have ready access to the “rule book” that relates to many aspects of our Community life.**

**AIRBNB OPERATIONS** (D Sec 10.18, as amended)

Lease or rental of any part of a property as part of an *Airbnb* business arrangement, or in conjunction with any similar business model, is prohibited. Also see **COMMERCIAL AND PROFESSIONAL ACTIVITY IN COMMUNITY** and **OCCUPANCY AND LEASE POLICY** below, and *Appendix C*.

**CHOA BOARD OF DIRECTORS (BOD) - COMMITTEE CHAIRS and other COMMUNITY OFFICIALS.**

A list of names, position titles and contact information provided for Residents' reference that is in the *COMMUNITY DIRECTORY* and on the CHOA website [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)

## **BOATS, TRAILERS, TRUCKS, RECREATIONAL VEHICLES (RV's) (D Sec. 10.16)**

Parking commercial vehicles, trucks, boat trailers, pick-up campers or RV's on streets or driveways overnight is prohibited. All Terrain Vehicles (ATV's) shall not be operated within the Community, either on private or common property, and shall not be parked or stored anywhere in the Community, except inside a garage. Also see *Appendix A*, esp. paras. 4. & 5. regarding exceptions; and *Appendix B*.

## **BUILDING MODIFICATIONS (D Sec 7.08) ARC approval required in all situations.**

**Projects described below are subject to ARC approval before any work begins on a project.** See

### **Section 1: ARCHITECTURAL REVIEW COMMITTEE (ARC) AUTHORITY AND PROCESS.**

1. Major building additions, which include, but are not limited to, sun rooms, porches, room additions, patios, and decks.
2. The design must be consistent with the shape, style, and size of the existing dwelling in the following ways:
  - a. Siding, roofing, and trim materials must be the same as, or compatible with, the existing materials of the dwelling in color and texture.
  - b. New windows and doors must be compatible with those of the existing dwelling in style and color. Door may be painted white and/or a fan-light may be added with an approved application.
  - c. Roof, eaves and fascias must be the same depth, style and approximate height as existing eaves and fascias. A new roof must have the same approximate slope as those existing on the dwelling. Replacement shingles must be the same color as the original shingles. Building facades may be comprised of brick, and/or vinyl siding, except screened porches.
3. Applicable York County building permits are required and all building codes must be observed.
4. Additions should not significantly impair the view, amount of sunlight, or ventilation of adjacent properties, or the public's use or enjoyment of open space. New windows, doors or viewing areas from the addition should not infringe upon existing internal or external private areas of adjacent properties.
5. Additions must not adversely affect drainage conditions on adjacent properties through change in grade or other significant run-off conditions.

Also see **EXTERIOR REPLACEMENTS** below, and *Appendix D*.

**CAUTION: Before you or a contractor do any digging, call MISS UTILITY (811) to mark location(s) of underground utility lines.**

## **CAR COVERS (D Sec 7.01)**

Car covers must be designed to fit the vehicle being covered, must be in good condition, and must be removed during daylight hours from any vehicle that remains parked on driveway or street. A **CAR COVER** shall not be used as a method of long-term storage of a disabled or unused vehicle on driveway or street. **CAR COVERS** may be kept in place at all times on vehicles parked in the **VEHICLE STORAGE LOT** (see below). Also see *Appendix A*. and *Appendix B*.

## **COMMERCIAL AND PROFESSIONAL ACTIVITY IN COMMUNITY (D Sec. 10.13)**

**BOD approval required in some situations.**

Wholesale or retail business operations shall not be conducted in the Community, except for those business operations that are conducted in-home, exclusively by telephone or electronic means; that do not have physical advertisements anywhere in the Community; that do not involve storage of goods anywhere in the Community, except inside a house or garage where the business is being conducted; and that do not entail physically providing or selling goods to patrons anywhere in the Community. This restriction on business/commercial activity also specifically prohibits lease or rental of any part of a property as part of an

Airbnb business arrangement, or in conjunction with any similar business model. **Any other type of business activity requires prior approval of the BOD.** See **ESTATE/MOVING SALES** and **GARAGE/YARD SALES** below regarding business activities temporarily permitted in these situations.

Door-to-door solicitation of any type, by residents or non-residents, is prohibited. Except in support of nationally or locally recognized charitable causes, e.g., American Cancer Society, American Red Cross, etc., residents shall not solicit within the Community via phone, postal mail, email, hand-carried fliers, etc.

### **CLOTHESLINES (D Sec 10.17)**

Outdoor clotheslines or other devices used for drying or airing of clothing, bedding or any other items are not permitted anywhere in the Community.

### **DOG HOUSES AND RUNS (D Sec 10.02) ARC approval required in some situations.**

All dog houses and runs must be within a fenced back yard and not visible from outside the fence. **If a back yard is not fenced, then ARC approval is required.**

### **DRIVEWAYS (D Sec 6.02, 7.01) ARC approval required in some situations.**

Owners are responsible for maintaining their driveways. No ARC application is required for driveway repairs. However, repairs must not alter the driveway dimensions, and repairs must be made with Portland cement of adequate strength. The color and surface texture must be the same as the original driveway. **If repair or replacement of a driveway will entail changes to color, layout, materials, or size, etc., then ARC approval is required.** Also see **EXTERIOR REPLACEMENTS** below, and *Appendix D*.

### **DRONE OPERATION BOD approval required in all situations.**

Operating a drone of any size or type for **recreational purposes** at any altitude, over any part of CHOA Community property, whether private property or common area, by a Homeowner; by a Lessee; by a guest or visitor; by someone residing on property adjacent to CHOA property, or by someone simply passing through the Community; is **strictly prohibited**.

Operating a drone for **commercial/professional purposes** is permitted, **provided that any such operation is approved in advance, in writing, by the BOD**; that the operation is done in accordance with all Federal, State, County, and any other laws and regulations that may control drone operation activity, including licensing, if required; and that the privacy of Community residents is not compromised.

Anyone who wishes to operate a drone for commercial/professional purposes **must apply to the BOD, in writing, prior to drone operation, for permission to do so.** This request to the BOD must be in the form of a memorandum that includes description of drone and of project for which the drone will be used, and that also includes rationale for project. This request memorandum must be received by BOD at least thirty (30) calendar days prior to the date of the proposed drone operation, in response to which BOD will issue a notice of approval or disapproval, in writing, within ten (10) calendar days of receipt of request.

### **EMERGENCY PREPAREDNESS**

If a natural or man-made emergency occurs in our Community, certain BOD members and other COMMUNITY OFFICIALS are responsible for various actions to cope with the emergency. A description of actions to be taken, and a list of names of these BOD members and COMMUNITY OFFICIALS, that also shows contact information, is included in the **COMMUNITY DIRECTORY**, and on the CHOA website [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)

**ESTATE/MOVING SALES BOD approval required in all situations.**

An **ESTATE/MOVING SALE** may be held at any time on a private property within the CHOA Community, but **must have prior approval of the BOD**. The request to have a sale must be forwarded to BOD, c/o PM address, no later than thirty (30) calendar days prior to the proposed start date of such sale. The period of sale should not be more than three consecutive calendar days, but BOD may approve an extension upon request that includes justification/rationale for extension.

The request to conduct an **ESTATE/MOVING SALE** must include the name of the Homeowner or Lessee by or for whom the sale is being held, the address where the sale will be conducted, contact information, and the date(s) and time(s) proposed for the sale. The request must also include the name of the company or individual(s) who will be conducting the sale, and contact information for the company or individual(s).

An **ESTATE/MOVING SALE** may be conducted by an Estate Sales Company licensed in the Commonwealth of Virginia, by another comparable sales agent, or by heirs/relatives associated with the Estate/Household. (*Auction type estate/moving sales are prohibited in the CHOA Community, must be done outside the CHOA Community, and are not subject to CHOA control.*)

To draw attention to a home site where an **ESTATE/MOVING SALE** is being held, those conducting the sale may post one (1) sign advertising the sale on the property where the sale is being held, and one (1) sign at the Community entrance that advises of "ESTATE SALE," date(s) of sale, and address where the sale is being held. Each of these signs shall be no larger than four (4) square feet, shall be put in place no earlier than one (1) hour prior to start of sale, and be removed no later than one (1) hour after completion of sale.

**EXCEPTIONS TO CHOA POLICY OR RULES BOD approval required in all situations.**

**Only the BOD has authority to approve EXCEPTIONS TO CHOA POLICY OR RULES. Any such Exception must be approved before a requester takes any action associated with the Exception requested. The BOD does not have authority to approve Exceptions for any matters specifically prohibited by the Declaration.** An Application for Exception must be submitted in writing using the Form and process described in **Section 1, Attachment 1, Part 2**, with application procedures tailored to fit this situation.

**EXTERIOR FURNITURE (D Sec 7.01) ARC approval required in some situations.**

Exterior furniture including, but not limited to tables, chairs, benches, and storage items **must receive ARC approval** before placement anywhere outside of a back yard.

**EXTERIOR LIGHTING (D Sec 7.01) ARC approval required in some situations.**

Replacement of an existing exterior light fixture with an exact match to the old fixture does not require ARC approval. **If any change in the number, style, size, or color of exterior light fixtures is desired, then ARC approval is required**, and owners may check with the PM to determine if a pre-approved fixture model number is available. All exterior lighting must be installed so as not to shine on an adjacent neighbor's property. Installation of security lighting or spotlights must be accomplished in a way that does not adversely affect neighboring properties. Landscape lighting does not require ARC approval but must be of limited intensity that will not adversely affect neighboring properties. Also see **EXTERIOR REPLACEMENTS** below, and *Appendix D*.

**EXTERIOR REPLACEMENTS (D Sec 7.01) ARC approval required in some situations.**

All **EXTERIOR REPLACEMENTS** such as vinyl siding, windows, shutters, roof shingles, doors, light fixtures, driveways, brick steps and foundations, gutters and downspouts, mailboxes, etc., must be replaced with original materials, if available. **Any exceptions must be approved by the ARC prior to installation as part of ARC approval of the total project.** *The ARC can assist with finding original materials, or approved replacement materials.* Also see *Appendix D*.

**Information about original or replacement fixtures and materials, and for color blends that paint suppliers will have to use to produce colors authorized by CHOA, is also available on the website, [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org) - Click on “Documents,” then on “Maintenance and Repair Resources.”**

The following color(s)/color combinations have been approved by the BOD. Note that repainting these areas in the colors originally used on a home does not require ARC approval, but that **any proposed change to original color scheme does require ARC approval.**

Siding Color	Door Color	Shutter Color	Roof Shingles Color
White	Black or White*	Black	Black
Gray	Black or White*	Black	Black
Tan	Maroon or White*	Maroon	Brown
Cream	Dark Green or White*	Dark Green	Green

\*The color of shutters must be the same color as the color of the door, unless the door is white, because white shutters do not provide sufficient contrast with siding colors.

**FENCES (D Sec 7.01, 10.03) ARC approval required in some situations.**

**Installation of a fence where no fence had been present previously requires ARC approval before any work starts on fence installation. Additionally, any proposed changes to existing fences including, but not limited to, color, design, height and location, requires ARC approval before any work starts on fence modification.**

Specifications for installing new fences or altering/maintaining existing fences are as follows:

- Any fence must be made of red cedar or treated wood, with slats four (4) to six (6) inches wide, six (6) feet high, and dog-eared at the top;
- Any fence must be of uniform height, without different woods, textures, or colors mixed in the same fence plane;
- Any fence must have a gate with a minimum thirty-six (36) inch width and the gate must be the same height as the fence. To the greatest extent possible, gates shall be kept closed;
- No fence shall extend forward of the front building line of the dwelling unit;
- York County codes and regulations must be observed during original or replacement installation.
- Fences may be left to weather naturally or may be treated with a preservative or stain. **The ARC must approve any preservative or stain materials prior to use.** Fences may be periodically renewed by pressure washing, if desired, but this may be done only if a Homeowner planning to do pressure washing has advised other Homeowner(s) who share common fence line(s). Any damaged fence must be repaired promptly. If not, a violation letter that requests repair by a certain date will be sent to the Homeowner.
- Repair or replacement of an existing fence does not require ARC approval if the repair or replacement uses materials equivalent to those in the existing fence, and if there is no change to fence location, height, length, or any other characteristic that differs from the existing fence. Also see **EXTERIOR REPLACEMENTS** above, and *Appendix D*.

**FLAGS (D Sec 7.01) ARC approval required in some situations.**

Residents may display a maximum of one (1) flag externally in front of their properties. This flag may be displayed on a pole, in a holder affixed to the front of a home, or in a holder affixed to railings at the front of a home. **ARC approval is required for installation of a flag pole**, but is not required for installation of a flag holder. Flags displayed in windows or draped over railings, over any other structure, or over shrubs or trees, are not permitted. Dimensions of this flag are not to exceed three (3) feet by five (5) feet. Residents who choose to display national, state, or other official flags should learn and follow protocol for proper and respectful display of these flags.

In addition to the large flag discussed above, one (1) small garden flag is permitted, not to exceed fifteen (15) inches by eighteen (18) inches, and displayed on a holder that is no more than twenty-four (24) inches above ground level. If a garden flag is displayed, this flag shall be counted as one of the six (6) **GARDEN ORNAMENTS** (see below) approved for display.

**GARAGE/YARD SALES (D Sec 4.03 A, B Sec 5.11 e) Per BOD scheduling.**

**GARAGE/YARD SALES are not allowed except when there is a Community-wide sale at a date and time designated by BOD.** Such sales will usually be conducted annually. These sales will be advertised well in advance of the sale date in the *CARRIAGE WHEELS* community bulletin and via “blast emails.”

To draw attention to home sites where a **GARAGE/YARD SALE** is being conducted, those conducting the sale may post a sign, and/or display balloons or colored ribbons, etc., on the mailbox where the sale is being held, during the time that the sale is going on. Community Authorities will post signs elsewhere.

**GARDEN HOSES (D Sec 6.02)**

When not in use, **GARDEN HOSES** must be stored coiled and concealed from view.

**GARDEN ORNAMENTS (D Sec 7.01)**

No more than a total of six (6) statues, fountains or other ornaments shall be displayed in a front or side yard. These ornaments shall be displayed only in flower/shrub beds, etc., where their presence will not impede CHOA landscaping contractor lawn care operations. Each of these ornaments shall be no more than twenty-four (24) inches high and thirty-six (36) inches wide. If displayed, the garden flag described in **FLAGS** above is counted as one of the six (6) **GARDEN ORNAMENTS** permitted for display.

**GEOHERMAL UNITS (D 7.01) ARC approval required in all situations.**

**Subject to ARC approval prior to installation,** a Homeowner may have a **GEOHERMAL UNIT** installed at the home site. No portion of a **GEOHERMAL UNIT**, whether above ground or below ground, shall infringe upon any neighboring property or on any common area. *As a condition for such installation, CHOA shall require that a Homeowner who wishes to install a **GEOHERMAL UNIT** assume direct liability, in writing, for any and all damage associated with installation that may be done to streets, curbing, or any other common areas, even if this damage is a result of contractor operations.*

**GRILLS (D Sec 7.01) ARC approval required in some situations.**

Permanent or portable grills must be located in the back yard. **ARC approval is required if a permanent grill would be visible from neighboring properties.**

**GUTTERS AND DOWNSPOUTS (D Sec 6.02, 7.01) ARC approval required in some situations.**

Proper maintenance requires that gutters and downspouts be kept in good condition. When replacing existing gutters and/or downspouts with like materials, no ARC approval is required. Any gutter guards must be the same color as the exterior color of gutters.

**Any proposed addition, or change to the gutter system, such as color, location, or style, etc., that differs from the gutter system originally installed requires ARC approval prior to making any such addition or changes.** Also see **EXTERIOR REPLACEMENTS** above, and *Appendix D*.

**HEATING AND AIR CONDITIONING SOURCES (D Sec 7.01) ARC approval required in some situations.**

Window fans, heating units, air conditioners and any other window mounted appliances are prohibited. **Wall mounted fans, heating units, air conditioners and other wall mounted appliances that would be visible from neighboring properties require ARC approval.**

## **HOUSE NUMBERS (D Sec 7.01)**

**HOUSE NUMBERS** are important to emergency personnel in locating an address as well as to facilitate mail and package delivery; therefore each Homeowner shall maintain **HOUSE NUMBERS** as originally provided, i.e., centered over the garage door and directly under the mailbox. Also see *Appendix D*.

## **LANDSCAPING (D Sec 7.01, 10.03) ARC approval required in some situations.**

**Landscaping in front and side yards must be approved by the ARC.** Landscaping in rear fenced areas may be done without ARC approval, but in a way that does not adversely affect neighboring properties.

Landscaping plans should be discussed with immediate neighbors and careful consideration given to the size of mature plantings, taking into consideration growth above ground and depth/expanse of root systems. When planning any landscaping project, Homeowners are encouraged to do so in consultation with a member of the CHOA Beautification Committee, with a qualified arborist, or with a professional landscaper.

**Flower pots hanging from shepherd's hooks, hangers mounted on fences and window flower boxes are permitted only with ARC approval.** Homes with existing flower pots, hangers and window flower boxes have been grandfathered until these require alteration or replacement, **at which time an application for ARC approval must be submitted.**

**Plantings intended for the purpose of screening views or to hide utility enclosures must be approved by the ARC.** Any such plantings must be in the form of a bed that contains all screening plants, or that contains the utility enclosure and screening plants, designed and executed in a way that either eliminates lawn areas, or that leaves sufficient clearance in remaining lawn areas for the contractor to continue mowing and doing other landscape operations using the same type equipment as was in use prior to installation of these bed(s).

If shrub(s) or tree(s) are removed from a front and/or side yard lawn area, and will not be replaced by some form of landscaping other than lawn grass, the roots of any such shrub(s) or tree(s) must either be dug out or ground down below soil level, then back-filled to original soil level, to create conditions under which lawn grass will grow and blend in with the existing lawn.

A landscaping application submitted to the ARC must include the location and type of shrub(s) or tree(s) proposed for removal, and must include a description of how the areas under consideration will be re-landscaped following the removal of these shrub(s) and tree(s).

The removal of any shrub(s) or tree(s) from the landscaped strip between adjoining unit driveways should be a collaborative effort between the two Homeowners involved, in which they agree to the removal, and to a re-landscaping plan. This may include removal of tree(s) because tree roots are causing damage to driveway(s). **The plan for removal and re-landscaping must be submitted to the ARC for approval.**

## **LANDSCAPING SERVICE OPTIONS**

This policy permits each Homeowner to choose, once per year, one of three options regarding the range of services to be provided by the CHOA landscaping contractor. See *Appendix E* for details.

## **MAILBOXES (D Sec 6.02, 7.01) ARC approval required in some situations.**

Damaged mailboxes and posts must be replaced with identical replacements. **If current style MAILBOXES or posts are unavailable, then replacements must be approved by the ARC.**

**MAILBOXES** or posts shall not be painted any color other than white. **MAILBOXES** may be decorated temporarily in recognition of a holiday. Time limits for such decorations are the same as those stated below for **SEASONAL DECORATIONS**. Also see **EXTERIOR REPLACEMENTS** above, and *Appendix D*.

## **MOSQUITO CONTROL**

Mosquitoes need STANDING WATER that is undisturbed for about 7-10 days in which to complete a life cycle from egg to adulthood, so LOCATING AND ELIMINATING SITES OF STANDING WATER IS A KEY COMPONENT IN MOSQUITO CONTROL. Mosquitoes do not breed just in large areas of water, like marshes, ponds, or swamps, but can breed in the amount of standing water that will fit into a cap from a beer or soda bottle. Each Resident can make a substantial contribution to **MOSQUITO CONTROL** efforts by locating, and eliminating, any feature on a property that might hold standing water. A list of the likely spots to look for standing water will be published each year in the May through September editions of *CARRIAGE WHEELS*, and is also available on the CHOA website [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)

## **NOISE AND NUISANCE (D Sec 10.06)**

All residents are expected to be considerate of others. Excessive noise or nuisance activities impacting neighboring units or the larger Community will not be tolerated. This includes bright lighting; loud music or voices, noisy pets, equipment or vehicle noise; or other sounds or odors. Please take special care to observe the "QUIET TIME" period from 11:00 pm to 8:00 am.

## **OCCUPANCY AND LEASE POLICY (D Sec 10.18, as amended) BOD approval required in all situations.**

This policy, in which the BOD amended the Declaration, permits a certain percentage of Homeowners to lease their homes, **contingent upon approval from BOD prior to leasing**. This policy does not permit rental of a portion of a home, does not permit sub-leasing, and does not permit room rental, either as a private business transaction, or as a transaction through an intermediary such as *Airbnb*, or through any business model similar to *Airbnb*. See *Appendix C* for details. Also see **AIRBNB OPERATIONS** and **COMMERCIAL AND PROFESSIONAL ACTIVITY IN COMMUNITY** above.

## **PARKING POLICY (D Sec 4.03 A, B Sec 5.11e)**

This policy describes permissible and prohibited parking practices in the Community. Only vehicles that have evidence affixed that indicates current and valid licensing, registration, and inspection (consistent with the requirements of the State or National authority that controls vehicle ownership) shall be parked anywhere in the Community outside of a garage. This parking policy applies to driveways, any streets and other common property, and to the **VEHICLE STORAGE LOT** (see below). Also see *Appendix A*.

## **PETS (D Sec 10.02)**

Only traditional household pets such as dogs, cats, birds and fish are permitted. Breeding for commercial purposes is not allowed. The total number of dogs and cats per residence is limited to three (3). However, only two (2) of these three (3) pets per residence may be dogs. *Current residents who were residents as of February, 2011, when this limit first took effect, and who are not currently in compliance with "pet population maximums" described here are grandfathered until such time as the number of pets is in compliance with this rule through attrition. Current residents who arrived in the Community after February, 2011, and future residents, are subject to the "pet population maximums" stated above.*

Pet owners must maintain all licenses and inoculations as required by State and Local laws and regulations, and, in consideration of other residents and pet owners, should take whatever steps may be necessary to keep pets free of disease and pests. Residents shall not allow dogs, cats or other pets to run at large or unattended outside, except in securely enclosed areas on their property. Dog owners in particular must heed the "QUIET TIME" period from 11:00 pm to 8:00 am discussed in **NOISE AND NUISANCE** above. Residents and/or their guests walking dogs must have them on a leash and under control at all times, and must clean up and properly dispose of any dog droppings, to include those that their dog(s) may have deposited on their own property. Residents and/or their guests are not permitted to allow their pets to use any other Homeowner's private property as a toilet, either to urinate or to defecate. In such situations,

simply cleaning up after pets is ineffective, because once an area has been marked by an animal, the scent draws other animals, both domestic and wild, which continue to mark the same spot and surrounding areas, with associated damage to lawns and landscape plantings. If residents have someone else walking a dog or dogs for them, the resident must acquaint the dog walker with these rules, and make every effort to see that the dog walker follows these rules.

Residents who routinely feed pets outside, even in fenced areas, defined to also include screened porches or open ground-level or raised decks, should take precautions to avoid leaving pet food unattended and to clean up any spillage, because pet food will attract a variety of wild animals, to include feral cats, and these animals could potentially cause damage to property and/or injury to people and pets.

In addition to taking precautions so that food intended for domestic pets does not inadvertently become a handout to feral/wild animals, BOD strongly discourages purposely feeding feral or wild animals (except wild birds) anywhere in the Community. At best, such action is likely to create a nuisance; at worst, it could create situations that are a danger to persons, pets, or property, and may also be unlawful.

**RECREATION AND PLAYGROUND EQUIPMENT (D Sec 7.01) ARC approval required in some situations.**

Recreation equipment including, but not limited to, swing sets, sand boxes, play forts, skateboard ramps, etc., shall not be placed in front yards, side yards, driveways, or in any common area.

Full-size portable or permanent basketball backboards/hoops are not allowed anywhere in the Community. *This prohibition does not apply to “kid-size” basketball equipment, usually plastic, and no more than about 5' high, that is permitted under conditions described in the paragraph above.*

**ARC approval is required for permanently installed recreation equipment, and any such equipment must be placed in a fenced back yard.** If made of wood, it must be allowed to weather naturally or be treated with clear wood preservative (consult ARC for acceptable materials). If made of metal, it must be painted an inconspicuous color (consult ARC for acceptable colors.) Also see **SWIMMING POOLS** below.

**SALE OF HOMES**

The Virginia Property Owners Association Act requires a seller to obtain a Disclosure Packet from the CHOA, which a seller must provide to a purchaser at contract signing. A Disclosure Packet may be requested from the PM when the property is offered for sale. There is a fee for these materials, which is typically included as part of closing costs. This Disclosure Packet provides protection to any prospective buyer and informs the buyer that there are *Covenants*, restrictions and rules regarding the use of the property. Failure by a seller to provide this packet to a buyer entitles a buyer to cancel the sale.

**SATELLITE DISHES AND ANTENNAS (D Sec 10.09) ARC approval required in all situations.**

**Subject to ARC approval prior to installation**, a Homeowner may have one (1) externally mounted satellite dish eighteen (18) inches or smaller installed at the home site. The dish must comply with the current regulations and requirements established by the Federal Communications Commission (FCC), with any other applicable Commonwealth of Virginia and York County requirements, and must be designed to receive direct broadcast service, including direct-to-home satellite service.

The dish must be placed on the rear of the roof not visible from the street unless installing in this location imposes unreasonable expense or delay or precludes reception of an acceptable quality signal. *A Homeowner who wishes to install a satellite dish of a size larger than eighteen (18) inches, or in an area other than the location described above, must provide detailed information and justification for any such exception in the application to the ARC.*

Homeowners are prohibited from installing anywhere on their property more than one (1) externally mounted satellite dish, any other type of externally mounted antenna or other device designed for the reception/transmission of electronic signals. Placement of any such device in any CHOA common area is also prohibited.

A Homeowner will be responsible for all costs associated with a satellite dish installation, as well as all costs for any permits that may be required. To maximize effectiveness for the Homeowner, the ARC recommends that satellite dishes be installed by a professional, licensed contractor.

### **SEASONAL DECORATIONS (D Sec 7.01)**

Subject to the limitations stated in **NOISE and NUISANCE** above, seasonal decorations (temporary decorations associated with a particular holiday, to include Halloween) may be displayed (including display on a **MAILBOX**, if desired) without ARC approval, for a period of seven (7) days before and seven (7) days after such holiday. Decorations for any religious holiday may be displayed for thirty (30) days before and ten (10) days after the date of the holiday.

### **SHEDS AND TOOL STORAGE (D Sec 7.01, 10.14) ARC approval required in all situations.**

**Subject to ARC approval prior to construction**, a Homeowner may construct a shed or other storage structure on his/her property. Application to the ARC must include a sketch of the structure, and a drawing showing the structure's placement, dimensions, roof line, color, and materials used. Any such structure must meet all applicable York County requirements. The structure must be situated entirely within the back yard, must be on a concrete pad or on 4x4 skids, and must be securely anchored to the ground at each corner. Siding material and shingles must match the type and color of these same elements on the main building.

### **SIGNS (D Sec 7.01, 10.01)**

No sign of any kind shall be placed on any private property except as follows: a) One (1) sign of not more than six (6) square feet and no more than six (6) feet high advertising the unit for sale or rent; b) One (1) small sign indicating alarm protection placed in the foundation planting near the home; c) A contractor working at a home site may temporarily place one (1) sign no larger than four (4) square feet, and no higher than three (3) feet above ground level, somewhere on that property to advertise the contractor's business, e.g., ROOFING BEING DONE BY COMPANY "X," RENOVATIONS BEING DONE BY COMPANY "Y," etc. Any such sign shall be in place no earlier than one (1) day prior to start of work, and must be removed on the same day that the contractor's work has been completed. No sign of any size or type shall be placed in any common area. See **ESTATE/MOVING SALES** and **GARAGE/YARD SALES** for rules regarding signs for temporary display permitted in these special situations.

### **SOLAR COLLECTORS (D Sec 7.01) ARC approval required in all situations.**

**Subject to ARC approval prior to installation**, and if done in compliance with conditions stated here, a Homeowner may have a solar energy device installed. Any such installation must conform with all applicable York County and Virginia codes, and with the manufacturer's specifications and guidelines.

All solar collectors must lay flat along the roof line that is not facing the street. *A Homeowner who wishes to install solar collectors on a roof surface other than this location must provide detailed information and justification for any such exception in the application to the ARC.*

Solar collectors shall not be installed on any eaves or dormers. Additionally, Homeowners are prohibited from installing any solar collector as a ground level array, or anywhere else on their property except on a roof surface. Homeowners are also prohibited from installing solar collectors or any other components of a solar collection system in any CHOA common area.

### **STORM DOORS (D Sec 7.01) ARC approval required in some situations.**

Storm/screen doors on the front door will be metal with "full or view" glass or two glass panels with self-storage screen. The color of the frame of the storm/screen door must match the existing trim to which it is attached, the front door, or the shutters. **Installation of a completely new or different storm door requires ARC approval.** Replacement of an existing storm door with a storm door that is the same in every respect as an existing storm door does not require ARC approval.

### **SWIMMING POOLS (D Sec 7.01) ARC approval required in some situations.**

Above ground swimming pools are prohibited. **In-ground pools and outdoor hot tubs and spas require ARC approval prior to installation.** Use of inflatable or plastic childrens' wading pools is permitted anytime within a fenced back yard. Childrens' pools may be used in front or side yards, but must be removed and stored out of sight each day at sundown, or during other hours as necessary to accommodate mowing or other landscaping operations.

### **TRASH AND RECYCLING STORAGE AND COLLECTION (D Sec 10.04)**

All garbage and trash stored on properties must be kept in covered containers or in sealed plastic bags. All bags or containers used for trash or recyclable materials must be kept inside the rear fence, inside the garage, or in some other location out of sight. Containers shall be placed at curbside to await pickup no earlier than the evening before collection day, and must be returned to a concealed storage location no later than the evening of collection day.

When storing trash and recyclable materials, and especially when setting these materials out for pickup, exercise precautions so that your trash and recyclable materials do not attract feral or wild animals, driven largely by smell, that can readily chew/claw their way into plastic bags and pillage open recycle bins; and so that lightweight recyclable materials like newspapers, etc., do not blow away and litter the Community. Packing newspapers and other lightweight materials together in a paper bag (*please don't use plastic bags – which are not accepted by our recycling firm*) or placing heavier objects like glass jars on top of lighter materials in a recycle container greatly reduces the risk of unsightly wind-blown litter in our Community.

### **VEGETABLE GARDENS (D Sec 7.01)**

Vegetable gardens must be within a fenced back yard. Crops of any kind shall not exceed six (6) feet in height. Watering the garden must not result in flooding of a neighboring property.

### **VEHICLE REGISTRATION**

CHOA policy requires that all Lessees and all Authorized Occupants of a leased property who are family members of a Lessee register their vehicles with the PM. (See *Appendix C, Attachment 2, CHOA Lease Addendum*), and that all Homeowners who park any type of motorized vehicle or other equipment in the **VEHICLE STORAGE LOT** register such vehicles and equipment with the PM as part of the process of signing up for use of a space in the **VEHICLE STORAGE LOT**. (Lessees who wish to store equipment in the **VEHICLE STORAGE LOT** must also register any such equipment.) Also see *Appendix B*.

### **VEHICLE REPAIR (D Sec 4.03 A, 10.15)**

Except as stated in *Appendix A. Parking Policy*, para. 1., no vehicle repair shall be done on streets or in any other common areas, on driveways or in yards, or in the **VEHICLE STORAGE LOT**. Inoperative vehicles shall not be parked/stored anywhere in the Community, except inside a garage. Inoperative vehicles parked/stored on a street or other common area are subject to towing at the vehicle owner's expense. A vehicle owner will also be responsible for costs to repair any damage to streets or other common areas resulting from towing operations. Inoperative vehicles parked/stored in a driveway will trigger a warning to the vehicle owner to remove the vehicle or be subject to the provisions stated in **Section 3**.

## **VEHICLE STORAGE LOT**

An area where Homeowners and Lessees park/store vehicles and other equipment prohibited from long-term parking on streets or in driveways, or that are “excess” because the number of vehicles at a home site exceeds the number of parking spaces available in a garage and driveway. Only vehicles that have evidence affixed that indicates current and valid licensing, registration, and inspection (consistent with the requirements of the State or National authority that controls vehicle ownership) shall be parked anywhere in the Community outside of a garage. This parking policy applies to driveways, any streets and other common property, and to the **VEHICLE STORAGE LOT**. Also see *Appendix B*.

## **VEHICLES LEAKING FLUIDS (D Sec 4.03 A, 6.02, 7.01, 10.06, 10.15)**

Vehicles leaking fluids shall not be parked/stored in driveways, on streets or on other common property, to include the **VEHICLE STORAGE LOT**. Such vehicles parked on streets or on other common property are subject to immediate towing at the vehicle owner's expense. The owner of a vehicle leaking fluids must pay for any damage done to streets or other common property that is a result of leakage, and must also pay for towing operations, and for any damage that results from towing operations. Vehicles leaking fluids that are parked in a driveway will trigger a warning to the vehicle owner to repair/remove the vehicle or be subject to the provisions of **Section 3**.

## **VIEW FROM NEIGHBORING PROPERTIES**

In reviewing Application Packages, the ARC considers how any feature or object described in an Application Package would appear when viewed from a street, a walkway, or from a neighboring property. In making determinations about the visibility of some feature or object on a property from a neighboring property, the ARC will apply the rule that: The visibility of a feature or an object from a neighboring property means the ability of a person six feet tall, standing on the neighboring property at the same elevation as the base of such feature or object, to view the feature or object.

## **WOODEN STRUCTURES (other than Fences) (D Sec 6.02, 7.01) ARC approval required in all situations.**

Colors or stains shall not be applied to wooden walkways leading to side doors or to any other exterior wooden structures that are visible from neighboring properties or from a street without **submitting an application to the ARC for approval prior to starting the work**. If approval is granted, the ARC will specify the surfaces that may be treated, as well as the finishes that may be applied to those surfaces. If requested, the ARC will consider white railings and posts and gray flooring. Also see *Appendix D*.

## **WINDOW SCREENS (D Sec 7.01)**

Window screens must be properly maintained, or may be removed entirely. Also see *Appendix D*.

### Section 3.

## **ENFORCEMENT OF GUIDELINES AND RULES**

Section 55-513 of the Virginia Property Owners' Association Act, and **Article XI Section 11.02** of the **Declaration**, establish the framework for enforcement of CHOA ***Covenants***, rules and regulations.

The CHOA Enforcement Process shall be as described below. ***Note that all notification letters that are part of this process shall be sent registered or certified mail with return receipt requested.***

1. Alleged violations typically surface as a result of reports or complaints from residents, either Homeowners or Lessees, from periodic routine inspections required of the PM, or from semi-annual inspections of properties done by BOD members.
2. Any such allegation of violation will be investigated by the PM, or in the PM's absence, by a member of the BOD, or by a member of a CHOA Committee. Alleged violations may pertain to the exterior of a house; to any associated fixtures or structures, such as decks, fences, sheds, driveways, mail boxes, walkways, etc.; and to landscaping anywhere on a property. As dictated by circumstances, a Homeowner may also be held responsible for violations that affect CHOA common property. Investigation may require access to private property. Per **D Section 11.05**, "...at any reasonable time or times, upon not less than 24 hours notice to the Owner..." CHOA authorities "... may enter upon a Lot or other portion of the Property..." to conduct such an investigation.
3. If an investigation discloses evidence of a/some violation(s), the violation(s) will be reported to the BOD. *(Note that before taking any of the formal enforcement actions described below, the PM and/or BOD will informally advise a Homeowner found to be in violation of **Covenants/Community Rules**, and attempt to negotiate a resolution of the situation. Should this informal approach fail, the formal Enforcement Process will proceed as follows):*
  - a. BOD will direct the PM to send a letter to the Homeowner describing the violation(s) discovered during the investigation; citing portions of the **Declaration** and ***Covenants***, and of the CHOA rules and regulations, that pertain to the violation(s); and requesting that the Homeowner provide a reply that includes an action plan to address/correct the violation(s).
  - b. If, fifteen (15) calendar days after certified receipt of this letter describing violation(s), the Homeowner has been unresponsive or returns an unsatisfactory response, the PM will send a **second letter** requesting that the Homeowner meet in person with the BOD to discuss the situation. **This second letter shall provide at least fourteen (14) day advance notice of this meeting, and will also advise the Homeowner that he/she has the right to be represented at this meeting by counsel of his/her choice, at his/her expense.**
  - c. If the meeting between BOD and the Homeowner takes place, within seven (7) calendar days of the conclusion of this meeting, the BOD will send a letter, via the PM, to the Homeowner indicating that, as a result of discussions at this meeting: either the violation(s) has/have been corrected; or, the Homeowner has to correct violation(s) within a certain period of time specified in this letter, and in accordance with an action plan described in this letter.
  - d. If the Homeowner does not respond to the **second letter** described in b. above; if the Homeowner refuses to meet with the BOD; or if the Homeowner meets with the BOD, but does not address/correct violation(s) in accordance with the timeline and action plan prescribed by BOD, the BOD will direct the PM to send a **"Final Notice" letter** advising the non-compliant Homeowner that he/she continues to be in violation of CHOA ***Covenants***, rules and regulations. This letter will also describe the actions required and timeline to be met in correcting these violation(s). This letter will further inform the Homeowner that financial penalties specified in the letter will be assessed retroactive to the date that the Homeowner was originally notified of violation(s), and that, as a last resort, BOD will enter a lien against the property and/or initiate a

lawsuit unless the Homeowner corrects the violation(s) within the period of time prescribed for corrective action. *Any Homeowner who has received a “**Final notice**” letter as described here will not be eligible to rent his/her property, to vote in CHOA elections, to make Application to the ARC for property modification, or to Appeal to the BOD an Adverse Decision of the ARC regarding an Application submitted for property modification, until such time as violation(s) have been corrected and all financial penalties paid.*

e. **D Sections 6.02 and 11.05** discuss situations which might require direct CHOA intervention to correct a violation. Unless there is an immediate and obvious emergency or danger threatening residents and/or property, neither CHOA nor its agents will take corrective action on any Homeowner’s property without first obtaining advice of counsel and obtaining any and all legal authority to do so. A letter fulfilling the information requirements of 3.d. above will be sent to the Homeowner before CHOA initiates any such action.

4. Monetary penalties and charges available to BOD for violations are:
  - a. \$50 dollars per one-time violation, charged as a Special Assessment against the Homeowner’s account. If not paid in full, the unpaid amount may be entered as a lien against the property
  - b. \$10 per day for not more than 90 days for continuing violations, charged as a Special Assessment against the Homeowner’s account. If not paid in full, the unpaid amount may be entered as a lien against the property.
  - c. Costs of repairs to common property or Homeowner’s property occasioned by neglect, carelessness or other reason, and which fall under the BOD area of responsibility under the **Covenants**. BOD will assess such costs only after obtaining legal advice to do so. If not paid in full, the unpaid amount of these costs may be entered as a lien against the property.
5. At any point during this enforcement process the Homeowner may threaten to sue, or actually file suit against CHOA. If this happens, the BOD will deal with the situation with the assistance of counsel. The BOD will similarly seek assistance of counsel if the BOD deems it necessary for CHOA to file suit. If an agreement is reached between CHOA and a Homeowner, whether through legal proceedings, or by other means, the agreement, and any conditions related to the agreement, shall be documented in official CHOA records.
6. In all cases the BOD will make every attempt to recover from a Homeowner any and all costs and expenses related to enforcement proceedings, as allowed by law and the courts. These include, but are not limited to, expenses incurred in repairing property, legal fees, court fees, administrative expenses and any other costs and expenses to the extent relevant to the situation.

## *Appendix A* **Parking Policy**

Long-term parking (*defined as parking overnight or longer*) within the CHOA Community is restricted to privately owned or leased non-commercial vehicles within driveways and garages, or in the **Vehicle Storage Lot** (See *Appendix B*). *Only vehicles that have evidence affixed that indicates current and valid licensing, registration, and inspection (consistent with the requirements of the State or National authority that controls vehicle ownership) shall be parked anywhere in the Community outside of a garage.* This parking policy applies to driveways, any streets and other common property, and to the **Vehicle Storage Lot**. All vehicles must be parked so as not to impede traffic or mailbox access, or in a way that causes damage to grass or other vegetation. Vehicles must not be parked on the street overnight (except as noted in para. 4 below). Vehicles belonging to residents or guests that cannot be parked within the space available in driveway and garage (*defined as "excess" vehicles*) must be parked in the **Vehicle Storage Lot**. Nothing in this policy is intended to conflict with, or supersede, any State or County laws or regulations that pertain to motor vehicles or to other equipment or personal property addressed in this policy. *Resident or guest short-term parking (for a few hours, but not overnight) on streets, rather than in a garage or driveway, is not a violation of this policy.*

1. No junk or derelict vehicles, or vehicles leaking fluids, shall be kept in driveways, on streets, on any portion of common areas, or in the **Vehicle Storage Lot**. Maintenance or repair of any motor vehicle that renders the vehicle inoperative for a period longer than one (1) day shall not be done in driveways, on any portion of common areas, or in the **Vehicle Storage Lot**. Privately owned/leased vehicles, in operating or non-operating condition, may be maintained and repaired within garages.
2. No vehicles parked on streets or in common areas may display a "for sale" sign.
3. Except as indicated in 4. and 5. below, parking of commercial vehicles, construction vehicles, trucks, boats, trailers, pick-up campers or recreational vehicles (RV's) on streets or in driveways overnight is prohibited. These vehicles must be parked in garages or in the **Vehicle Storage Lot**. *Operation and parking/storage of All-Terrain Vehicles (ATV's) anywhere in the Community, including the **Vehicle Storage Lot**, is prohibited. ATV's may be parked in garages, but not on driveways.*
4. Motor homes/RV's may be parked in driveways or on streets for up to twenty-four (24) hours immediately prior to use and for up to twenty-four (24) hours immediately following use. When an RV is parked in a driveway or on the street, the RV owner shall not operate the RV generator motor during "QUIET TIME" from 11:00 pm to 8:00 am. (See **NOISE AND NUISANCE** in *Section 2.*)
5. For the purposes of this parking policy, 3/4 ton or smaller trucks, and vans without signs or lettering, are not considered to be trucks, and may be parked in driveways at any time.
6. Subject to applicable laws and ordinances, CHOA authorities shall arrange to have towed any ATV, motor vehicle, RV, boat or trailer parked in violation of this policy, or of other restrictions set forth in the **Declaration**, at the sole expense of the owner of the vehicle or equipment, as follows:
  - (a) A vehicle parked in a NO PARKING ZONE or in a fire lane, double parked, or otherwise blocking thruways or mailbox access, or parked in a way that creates an emergency situation, is subject to towing as soon as possible after being found, and without notice prior to towing. In these circumstances, the vehicle owner will be notified of towing after the fact.
  - (b) A vehicle parked in a non-designated area not covered in (a) is subject to towing if it remains in violation for twenty-four (24) hours after a notice of violation has been placed on the vehicle.
7. Vehicles parked in violation of this policy on a driveway or other private property will trigger a warning to the vehicle owner to remove the vehicle or be subject to the provisions of **Section 3**.

## ***Appendix B*** **Vehicle Storage Lot**

A **Vehicle Storage Lot** (hereafter referred to as “**LOT**”) is located at the end of Bastille Court. *Only vehicles that have evidence affixed that indicates current and valid licensing, registration, and inspection (consistent with the requirements of the State or National authority that controls vehicle ownership) shall be parked in this LOT.* A Homeowner or Lessee who parks any type of motorized vehicle or other equipment in this **LOT** is required to register such vehicle or equipment with the PM as a prerequisite to use this **LOT**, by providing, as appropriate, Vehicle/Equipment Year/Make/Model/Color/Licensing Authority/ License Plate Number. Non-operating vehicles as defined in York County Code shall not be kept in this **LOT**. Subject to these conditions, RV's, trailers, boats on trailer, pick-up trucks over 3/4 ton, commercial vehicles, and automobiles in \*excess of driveway and garage parking space, must be parked in this **LOT**. (\*An “excess” vehicle is defined as any vehicle that cannot be parked in the space available in a garage or on a driveway.) Fitted covers in good condition may be used as protective devices on motor vehicles, or on any other equipment kept in this **LOT**, and may be kept in place at all times. (Also See **Appendix A**.)

Priorities for use of space(s) in this **LOT** are as follows: 1) Resident Homeowners; 2) Resident Lessees; 3) Non-Resident Homeowners. As demand for space may require, these priorities shall apply. *Guests of residents who need to park any vehicle or equipment described in the paragraph above overnight or longer must also park such vehicles or other equipment in this LOT.*

This **LOT** is divided into **Upper** and **Lower Sections**. The **Upper Section** can accommodate trailers longer than 20 feet and boats on trailers longer than 20 feet. **Upper Section** preference is given to larger motor homes and other vehicles that cannot easily or safely negotiate the hill for **Lower Section** access. The **Upper Section** has space for 8 vehicles/equipment, all of which will be parked by size, with the largest occupying the space closest to the entrance, and the smallest occupying the space farthest from the entrance. This procedure may entail assigning different parking spaces to current users to accommodate the later arrival of vehicle(s)/equipment larger or smaller than those already in assigned space(s). The **Lower Section** is to be used for all other smaller utility trailers, boats on trailers, all other vehicles/trailers prohibited from driveway/street parking, and for *excess* automobiles, *to include excess vehicles of guests of residents that require long-term (overnight or longer) parking.*

All **LOT** spaces are lined and numbered. Upon Homeowner or Lessee application for a space, a specific space will be assigned for the exclusive use of that Homeowner or Lessee. Only one space is allowed per individual unless additional unassigned spaces are available. As demand for spaces may require, any individual with more than one space assigned shall be required to give up space according to the priorities stated above. As needed, waiting lists will be developed for both **Upper Section** and **Lower Section** spaces. Assignment of spaces from these lists will proceed from earliest date of request for space.

**Annual fees** for use of this **LOT** are: **\$75.00 per year per Lower Section space**, and **\$150.00 per year per Upper Section space**. If a **LOT** user first occupies a space in any month other than January, the **LOT** user must pay the fee for the entire year in which the month of first occupancy occurs, then pay the full annual fee in January of each year thereafter. If, anytime during a year, a **LOT** user vacates a space for which the full annual fee has been paid, no refund will be provided. *Guests of residents may use a space in the **Upper** or **Lower Section** for up to thirty (30) consecutive days without charge.* All funds collected shall be used to maintain this **LOT**.

In addition to requirements stated in first para. above, each vehicle or piece of equipment parked in this **LOT** must be identified by a code that consists of the first letter of the vehicle/equipment owner's street name and house number. For example, 105 Bastille Court will be B105. All vehicles must have this coded ID on the driver side inside lower front window. Trailers must have this coded ID placed near the hitch. *Guests of residents who use this LOT shall identify their vehicle or equipment using the code described here that is associated with the address of their resident host.*

The PM handles all administrative details regarding this **LOT**. Please contact the PM for more information.

*Appendix C*  
**Occupancy and Lease Policy**

Amendment LR090001276 (Also called Amendment 2009-1)  
Effective January 13, 2009

**Premise:**

The Carriage Homes is a Community of Owner-occupied, single family homes with limited occupancy by anyone other than Homeowners and their family members, and only as expressly authorized in **Section 10.18** of the CHOA **Declaration** as amended on January 13, 2009.

**Policy:**

Occupancy or permitting to be occupied, of any home in the Carriage Homes at any time is limited to:

1. An individual, OR
2. Two (2) or more persons related by blood, marriage, adoption, or legal guardianship, OR
3. A group of not more than three (3) unrelated persons.

This regulation is based on the York County Occupancy Code Section 14.1\_109.

Homes shall not be sold or conveyed to any person or entity who intends to acquire title to the home for investment purposes and/or for the purpose of leasing the home or any portion thereof to another person or entity.

The number of homes that are available to be occupied by anyone other than a Homeowner and family is twenty-four (24) - (15% of the number of homes in the Community). For purposes of this **Occupancy and Lease Policy**, a Homeowner's family is defined as anyone related to the Homeowner by blood, marriage, adoption or legal guardianship.

*Occupancy by anyone other than the Homeowner and/or the Homeowner's family members must be approved in writing by the BOD prior to such occupancy.*

Temporary guests are welcome up to a maximum of 30 days. Otherwise this **Occupancy and Lease Policy** applies.

Lease or rental of any part of a property as part of an *Airbnb* business arrangement, or in conjunction with any business model similar to *Airbnb*, is prohibited.

The BOD has the authority to promulgate rules and procedures for the implementation and administration of this **Occupancy and Lease Policy**.

**Implementation:**

A Homeowner who wishes to lease his or her property, regardless of remuneration (for fee or at no charge), must adhere to the following procedures:

1. Any Homeowner who intends to lease his/her unit must be in good standing, including being current on any and all assessments. *Any Homeowner who has received a "Final Notice" letter of violation, as described in **Section 3**, will not be eligible to rent his/her property. until such time as violation(s) have been corrected and all financial penalties paid.*
2. Any Homeowner who intends to lease a unit must have owned and occupied the unit for at least one (1) year before such Homeowner is eligible to apply for approval to lease the property. If a Homeowner dies before having owned and occupied the unit for one (1) year, the Homeowner's

- heirs shall be required to own and occupy the unit for the amount of time remaining to satisfy the one (1) year ownership/occupancy requirement before the unit is eligible to be leased.
3. All requests to lease must be made in writing to the BOD, via the PM, prior to Lessee occupancy, without regard to the then current status of the twenty-four (24) unit limit on leases in the community. **Attachment 1, CHOA Request to Lease**, is to be used for this purpose. If the Lessee(s) is/are known at the time a **CHOA Request to Lease** is submitted, **Attachment 2, CHOA Lease Addendum** must be included and contain the permanent address and phone number of the Homeowner and the names of authorized Lessee(s).
  4. The BOD will reply to any request from a Homeowner to lease his or her property within fifteen (15) calendar days of having received the request.
  5. A Homeowner who receives approval to lease will have ninety (90) days from the date of this approval to find a Lessee and submit **Attachment 2, CHOA Lease Addendum**. If a Homeowner does not find a Lessee during this ninety (90) day period, the approval to lease will automatically expire.
  6. Lease agreements must have a term of no less than twelve (12) months, and of no more than twenty-four (24) months.
  7. A lease agreement between a Lessee and any third party (sub-leasing) is not allowed. *Note also that lease or rental of any part of a property as part of an **Airbnb** business arrangement, or in conjunction with any business model similar to **Airbnb**, is prohibited.*
  8. A Homeowner bears responsibility to provide copies of the CHOA governing documents (**Declaration** and **By-Laws**) and the **Architectural Guidelines and Community Rules (YELLOW BOOK)** to Lessee(s). But even if a Homeowner fails to provide these documents, the Lessee(s) shall be bound by the terms of these CHOA governing documents and rules. The Lessee(s) of any home shall be responsible for any damage to CHOA common areas, to any adjoining unit, or to any other property subject to the **Declaration**, caused by the Lessee(s) and/or Lessee(s)' guests and invitees, and shall be responsible for legal fees, court costs, or other costs incurred by CHOA to fix any such damage, or to remove the Lessee(s), should removal become necessary. The ultimate responsibility for the conduct of any Lessee, however, rests with the Homeowner, meaning that Homeowners and their Lessee(s) are jointly and severally liable for any damage to any private property or to CHOA common property.

If the Community is at or above the limit of twenty-four (24) approved leases, the following rules apply:

1. Homeowners with approval to lease may continue to lease their property to the same Lessee(s) via lease extensions. Updated copies of the extended lease addendum must be provided to CHOA.
2. A Homeowner's approval to lease expires if the approved Lessee leaves or the Homeowner reoccupies or sells the property.

Any exception to **Section 10.18** of the CHOA **Declaration** or the rules adopted by the BOD for its implementation and administration must be approved in writing by the BOD prior to occupancy.

The BOD may, at its sole discretion, authorize a lease that will exceed the maximum of twenty-four (24) leased units when a Homeowner provides evidence that a hardship will result from BOD denial of that Homeowner's lease request (*defined as a "Hardship Exception"*). Such hardships may include:

1. A Homeowner on Active Duty, Active Duty Reserve, or Active Duty National Guard military service who is deployed to a location more than 50 miles from the Carriage Homes and for more than 120 consecutive days. Official military orders serve to document this hardship situation.
2. Personal and/or financial hardship. A Homeowner seeking this exception must be willing to provide any supporting documentation that the BOD may reasonably request. Such information will be kept strictly confidential. Personal/financial hardship situations may include:

- a. Sale by Homeowner with a temporary lease back by the selling party of no more than six (6) months to ease the original Homeowner's transition from one residence to another.
- b. Live-in aide/assistant for medical or care-giving reasons.
- c. Settlement of an estate by the heirs upon the death of a Homeowner. Heirs may lease the property for up to twenty-four (24) months prior to sale or disposition of the property.
- d. A lease arrangement to share all or part of the unit with a roommate/companion.
- e. Other situations that the BOD determines meet its criteria for a Hardship Exception.

*The existence of any of these hardship situations does not guarantee that the BOD will grant an exception. If BOD does grant a hardship exception, the excepted unit shall be included in the total number of leased units, which total will then exceed the maximum number approved for leasing. When the total number of leased units drops below the maximum twenty-four (24) units, the excepted unit will take the place of a unit that is no longer leased and be counted as one of the twenty-four (24) leased units.*

A commercial lender that forecloses on a property and wishes to rent until the property is sold to a new owner could, with BOD approval, be exempted from the twenty-four (24) unit limit. Also, contingent upon circumstances, and subject to BOD approval, such lease could be for less than the minimum twelve (12) month period required under this policy, or longer than the maximum twenty-four (24) month policy limit.

### **Consequences of Violation:**

In accordance with current provisions in **Article XI, Section 11.02B (Enforceability, Penalties, and Fines)** of the **Covenants**, fines set to discourage violations may be established by the BOD. The BOD is required to provide a Homeowner written notice of any violation of any part of this policy, and to provide a Homeowner the opportunity to correct the violation within 30 days. If not corrected within this time period, the maximum penalty permitted by Virginia law will be assessed. Ultimately, the BOD has the authority to place a lien against the property for payment of overdue penalties. Regarding enforcement, see **Section 3: ENFORCEMENT OF GUIDELINES AND RULES.**

*Appendix C, Attachment 1*  
**CHOA Request to Lease**

**NOTE THAT THIS IS A SAMPLE FORM – NOT INTENDED FOR USE. YOU MAY OBTAIN A FORM TO USE FROM THE PM OR FROM THE CHOA WEBSITE [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)**

**Property Address:** \_\_\_\_\_

**Owner(s):** Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_ Cell: \_\_\_\_\_

Email \_\_\_\_\_

**Lessee(s):** Known at this time \_\_\_\_\_ \*Unknown at this time \_\_\_\_\_

*\*If unknown at this time, Lessor must submit name(s) of Lessee(s) and other information on **Attachment 2, CHOA Lease Addendum**, within 90 days of the CHOA approval date shown below, or this approval to lease will expire.*

**Owner's Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**FOR CHOA USE ONLY**

Approval to lease: Granted \_\_\_\_\_ Denied \_\_\_\_\_

Reason, if denied \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CHOA Authorized Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

*Note that lease or rental of any part of a property as part of an Airbnb business arrangement, or in conjunction with any business model similar to Airbnb, is prohibited.*

**Send your completed CHOA Request to Lease Form to:**  
**CARRIAGE HOMES OWNERS ASSOCIATION BOARD OF DIRECTORS,**  
**c/o BERKELEY REALTY PROPERTY MANAGEMENT, 150 STRAWBERRY PLAINS ROAD, SUITE A-1,**  
**WILLIAMSBURG, VA, 23188 PHONE – 757-229-6810, (EXT 209); FAX - 757-229-8208**

**Appendix C, Attachment 2**  
**CHOA Lease Addendum**

**NOTE THAT THIS IS A SAMPLE FORM – NOT INTENDED FOR USE. YOU MAY OBTAIN A FORM TO USE FROM THE PM OR FROM THE CHOA WEBSITE [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org)**

**Property Address:** \_\_\_\_\_

**Owner:** Name(s): \_\_\_\_\_

Mailing Address:

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone (Home/Business/Cell): \_\_\_\_\_

Email: \_\_\_\_\_

**Lessees or Authorized Occupants & Vehicle Information:** (Please list name and phone number of all Lessees and/or Authorized Occupants, together with vehicle information.)

*(The information below is used to ensure compliance with the **CHOA VEHICLE REGISTRATION POLICY** that requires all Lessees and all Authorized Occupants of a leased property who are family members of a Lessee to register their vehicles with the PM.)*

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Veh. 1: Year \_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ State/Country&License # \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Veh. 2: Year \_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ State/Country&License # \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Veh. 3: Year \_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ State/Country&License # \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Veh. 4: Year \_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ State/Country&License # \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Veh. 5: Year \_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ State/Country&License # \_\_\_\_\_

**Term of Lease:**

Beginning date: \_\_\_\_\_

Duration:

12 months \_\_\_\_\_ 24 months \_\_\_\_\_

Other (please specify) \_\_\_\_\_

**Homeowner's Property Manager (If used)**

Company: \_\_\_\_\_

Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Homeowner acknowledges that the CHOA documents (*Declaration, By-Laws, Community Rules [Yellow Book]*), with special attention directed to **Occupancy and Lease Policy**, have been provided to and reviewed by each Lessee.

Lessees acknowledge that they are responsible for abiding by these CHOA rules and regulations the same as CHOA Homeowners, and that only parties to the lease, or family members listed below as Authorized Occupants, will reside on the premises.

**Signatures:**

Homeowner(s): \_\_\_\_\_ Date: \_\_\_\_\_

**Signatures (Continued):**

**All Lessees or Authorized Occupants:**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Homeowner's Property Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(If used):

*Note that lease or rental of any part of a property as part of an Airbnb business arrangement, or in conjunction with any business model similar to Airbnb, is prohibited.*

**Send your completed CHOA Lease Addendum Form to:**  
**CARRIAGE HOMES OWNERS ASSOCIATION BOARD OF DIRECTORS,**  
**c/o BERKELEY REALTY PROPERTY MANAGEMENT, 150 STRAWBERRY PLAINS ROAD, SUITE A-1,**  
**WILLIAMSBURG, VA, 23188 PHONE – 757-229-6810, (EXT 209); FAX - 757-229-8208**

*Appendix D*  
**Exterior Private Property Maintenance**

This *Appendix* provides information to all Homeowners regarding proper exterior maintenance of properties in a way that makes repairs and replacements simple and easy so that our property values will be maintained and improved. Proactive and proper exterior maintenance along with common area maintenance makes our Community a highly desirable place to live. Ongoing exterior maintenance not only preserves the appearance of our Community, but also helps to prevent major and more costly repairs in the future.

When making exterior repairs or replacements, consult with the ARC for approved colors and materials. ARC members have a substantial amount of information about sources of original equipment and fixtures, and also about sources that can supply ARC-approved substitutes for original equipment or fixtures. If you are looking for a contractor to perform repairs for you, contact the PM for a list of contractors with whom CHOA Homeowners have had positive experiences. You may find contact information for ARC members and the PM in your *Community Directory*, or on the CHOA website. **Information about original or replacement fixtures and materials, for color blends that paint suppliers use to produce colors authorized by CHOA, and a variety of other useful maintenance and repair information, is available on the CHOA website [www.wmsbgcarriagehomes.org](http://www.wmsbgcarriagehomes.org) – Click on “Documents,” then Click on “Maintenance and Repair Resources.”**

What to Look For	What to Do
<b><u>Roof:</u></b>	<b><i>Roof work is inherently dangerous. If you choose to work on your roof, do so with great care.</i></b>
Loose, damaged or missing shingles	Repair/replace. This is probably best done by a contractor. <b>Contact ARC</b> for shingle information.
Staining, mold or mildew	Mix one part JoMax cleaner, available at Lowes, to three parts bleach and spray on affected area. Let stand for a few minutes then rinse with water. Also, rinse off shrubs/plants to prevent damage.
Exhaust stacks loose/leaning and Roof Jack-AI Base deterioration	Inspect/repair/replace as needed. Replacement stacks and Roof Jack-AI Bases can be purchased at Lowes or Home Depot building supply stores.  <i>Note: The flashing sleeve where the vent passes through the roof should be inspected periodically for deterioration which can cause leaks. Can be done by a Homeowner, but is probably best done by a contractor.</i>
Vents rusty	Remove rust with solvent or sand paper, and paint.
Gutters and downspouts damaged/stained	Remove stain with one part water and three parts bleach or Simple Green. Scrub with soft bristled brush. Rinse off with water. Repair/replace damaged rain gutters, available at Lowes.

<p><b><u>Vinyl Siding:</u></b></p> <p>Mold and/or mildew</p> <p>Loose or missing sheet metal flashing and trim (fascia)</p> <p><b><u>Shutters:</u></b></p> <p>Faded</p> <p><b><u>Doors:</u></b></p> <p>Front door faded</p> <p>Wood trim deteriorated or needs paint</p> <p>Front door side windows and all doors with faded or yellowed mullions</p> <p>Garage door mold/mildew</p> <p>Wood trim deteriorated or needs paint</p> <p><b><u>Windows:</u></b></p> <p>Fog or moisture between double panes</p> <p>Screens deteriorated or sun damaged</p>	<p>Mix one part JoMax with three parts bleach and spray on affected siding. Let stand a few minutes then rinse off with water.</p> <p>Repair/replace with materials purchased from Lowes or Home Depot. This can be done by a Homeowner, but may best be done by a contractor.</p> <p>Restore color by treating or painting. Use vinyl restoration product or paint recommended for vinyl.</p> <p>Door may be metal or vinyl. Restore color by treating or painting using materials compatible with type of door.</p> <p>Repair, replace or clean and paint as needed. Replacement trim available at Lowes or Home Depot.</p> <p>Clean and paint white with compatible paint.</p> <p>Clean with detergent and water or a mixture of bleach and water.</p> <p>Repair, replace or clean and paint as needed. Replacement trim available at Lowes or Home Depot.</p> <p>Seal has failed – window must be replaced. <i>Note: Silver Line windows have a lifetime warranty. Window replacements at no charge. But must pay cost of labor to install. Call 1-800-234-4228. Tilt windows can be installed by a Homeowner.</i></p> <p>Replace or remove screen. Ace Hardware will repair frame and replace screen material. For DIY, materials available at Lowes and Home Depot.</p>
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<b><u>Concrete Driveways and Walks:</u></b>	
Cracking	Hairline cracks are normal. Large gaping cracks will require section replacement by a contractor.
Settling	Contractors can repair, pump up or replace the damaged section. <i>(Check with York County, they may pay for the repairs.)</i>
Surface spawling (flaking)	Consult a contractor.
Staining	Power wash with a mixture of one part water and three parts bleach.
<b><u>Light Fixtures:</u></b>	
Broken glass panes	Replacements can be purchased at the local hardware store.
Broken or damaged	Replace. <b>Contact ARC</b> for replacement information.
<b><u>Wood Fences, Walks, Rails, Porches, Decks:</u></b>	
Broken, missing and warped boards	Repair/replace. Replacement pieces can be purchased at Lowes or Home Depot.
Faded and dried out	Apply treatment. <b>Consult ARC</b> for approved color and material.
<b><u>Water Leaks:</u></b>	
Unexplained pooling or other signs of water near the water meter, around sprinkler heads or seeping from the ground and running across the yard, driveway or into the curb area.	If possible, try to identify the source and turn it off. If it is related to the sprinkler system, call an irrigation service person. If it is related to the main water system, call Williamsburg Water at 220-6188 and report the leak. If the leak is on the street side of the meter, the city will make the repair, but if the leak is on the Homeowner's side of the meter, it is the Homeowner's responsibility to get a plumber to make the repair.
<b><u>Mail Box:</u></b>	
Dented or damaged	Replace. <b>Contact ARC</b> for information.
Mildew	Clean with detergent and water or a mixture of bleach and water.
Faded red flag	Restore with vinyl treatment, paint or replace.

Old stickers	Remove. Clean off adhesive deposits with detergent and water or mixture of bleach and water.
House numbers missing/covered with plantings	Replace/repair numbers or trim growth. Numbers available at local hardware/building supply stores.
Post leaning	Homeowners realign, or may require contractor.
<b><u>Backyard Visible from Street:</u></b>	
Overgrown plants	Trim/prune.
Tall grass	Mow.
Fencing and decking conditions	See <b><u>Wood Fences, etc., above.</u></b>
<b><u>Sewage Grinder (Garbage Disposal):</u></b>	
Ongoing maintenance	Run 1 gallon of Simple Green concentrate down the garbage disposal monthly. Simple Green is available at Lowes or Home Depot.
<b><u>Security Signs:</u></b>	
Damaged or faded	Security contractor will provide replacement.
<b><u>Brickwork:</u></b>	
Loose bricks or deteriorated mortar	Repair and replace. Repair materials are available at Lowes or Home Depot, or use contractor.

*Appendix E*  
**Landscaping Service Options**

**Policy:**

Homeowners have the following three options regarding CHOA-contracted landscaping service for their front and side yards. (*Landscaping service in back yard areas, whether fenced or unfenced, is not included in the CHOA contract, but must be done at a Homeowner's expense.*)

1. Accept **all** landscaping services negotiated with the landscaping contractor by the BOD. This includes grass mowing, tree and shrub trimming, lawn treatment (fertilization and weed killer and prevention), aeration & over-seeding, mulching, and application of lime as needed.
2. Accept **none** of these CHOA-contracted landscaping services.
3. Accept **all** of these CHOA-contracted landscaping services **except tree and shrub trimming**.

None of these options preclude Homeowners from providing additional landscaping services on their properties, should they choose to do so. However, any such additional services shall be at the Homeowner's expense, and in addition to payment of the full CHOA fee each month.

If a Homeowner selects Option 1, no action is required.

If a Homeowner selects Option 2 or Option 3, the request must be made in writing on the Form shown at ***Appendix E, Attachment 1***.

Homeowners selecting Option 2 or Option 3 are still required to pay the full monthly CHOA fee that includes the cost of contracted landscaping services for the entire Community.

Homeowners selecting Option 2 or Option 3, must perform the exempted services themselves, or at their own expense, and maintain the same standards required in the CHOA landscaping contract, which requires that:

1. Lawns shall be cut no shorter than 2 1/2 inches high and no longer than 4 inches high.
2. All excess grass clippings shall be removed, both from lawn surface and from bordering areas.
3. Borders of all shrub beds, flower beds, walkways, curbs, foundations, obstructions, and utility enclosures located in yards shall be trimmed (edged) at the time of mowing and all trimmings and debris removed.
4. All sidewalks, driveways and mulched areas shall be kept free of weeds.
5. All turf areas shall be aerated with a "core" type aerator to a depth of approximately two (2) inches each year sometime between mid-September and mid-October.
6. In conjunction with this aeration, all turf areas shall be overseeded with seed that is compatible with the original turf.
7. Fertilizer shall be applied at least three times during the year, and shall be spread at a rate recommended by the manufacturer. Fertilizer shall be high nitrogen fertilizer designed for lawn use and appropriate for the type of grass and soil found on the property.
8. Weeds and crabgrass shall be controlled by the application of appropriate herbicide in either pre- or post-emergence form. Herbicide should generally be applied in conjunction with fertilizer.
9. All trees and shrubs requiring tipping and shearing shall be pruned 2-3 times per year in the approximate size and shape of those on surrounding properties. Leaves and litter from pruning shall be removed.
10. All mulched beds and other mulched non-grassed areas shall have additional mulch applied once in the spring.

**If you have questions about these standards, please contact a member of the BOD, or the PM.**

**Process:**

This statement of **Landscaping Service Options** and associated Form will be included in the January issue of *CARRIAGE WHEELS* each year, with instructions to complete the Form as you deem appropriate, and then to mail the Form, by a certain date/deadline, to the PM.

Homeowners who wish to continue all CHOA-contracted landscaping services need take no action.

Homeowners who choose Option 2 or Option 3 are required to submit their choice using ***Appendix E, Attachment 1, Request for Exemption from CHOA Landscaping Services.*** A Homeowner who selects Option 2 or Option 3 will have a small (approximately 2-inch) dot painted on the curb below their mail box to indicate to the CHOA landscaping contractor that the Homeowner at that address wishes **no landscaping service (black dot)** or **no tree or shrub trimming (red dot)**. If a Homeowner subsequently selects a different landscaping service option, the indicator dot will be changed accordingly.

*In the case of plantings in the shared median between driveways, if there is a difference between the Homeowners of the adjoining properties regarding landscaping services to be provided, the Homeowner who chose Option 2 or Option 3 shall be responsible for providing, solely at that Homeowner's expense, any landscaping services necessary to maintain the median in compliance with the standards above.*

A Homeowner who selects Option 2 or Option 3, and who does not maintain landscaping to the same standards (described above) as Homeowners who have selected Option 1, will be notified by the PM of this failure to conform to standards, and given a reasonable amount of time to bring landscaping on the property up to standard. If a Homeowner with sub-standard landscaping does not meet this deadline, the PM will direct the CHOA landscaping contractor to bring the property up to standard at the non-conforming Homeowner's expense. If necessary, BOD will require payment under the terms of **Section 3. ENFORCEMENT OF GUIDELINES AND RULES.**

The following examples describe how this process works, and are applicable in any year.

**If you submit a Form** to request a certain level of landscaping services, the level of services that you request will remain in effect throughout the lawn care/landscaping season for that year, and until you request a different level of landscaping services, e.g., level of services selected in January 2017 will be in effect throughout the 2017 lawn care/landscaping season, and will stay in effect until you request a different level of landscaping services in a subsequent year.

**If you** are satisfied with your current level of landscaping services, and therefore **do not submit a Form**, the level of services in effect during the prior lawn care/landscaping season will remain in effect throughout the coming lawn care/landscaping season, e.g., if you do not submit a Form in January 2017, the level of services that had been in effect for the 2016 lawn care/landscaping season will stay in effect throughout the 2017 lawn care/landscaping season.

**If you plan to submit a Form, but forget or neglect to do so by the deadline indicated for submission**, the level of services in effect during the prior lawn care/landscaping season will remain in effect throughout the coming lawn care/landscaping season, e.g., if you forget or neglect to submit a Form in January 2017, the level of services that had been in effect for the 2016 lawn care/landscaping season will stay in effect throughout the 2017 lawn care/landscaping season.

*Appendix E, Attachment 1*

**Request For Exemption from CHOA Landscaping Services**

**NOTE THAT THIS IS A SAMPLE FORM – NOT INTENDED FOR USE. A FORM FOR YOUR USE WILL BE DISTRIBUTED EACH YEAR IN THE JANUARY ISSUE OF CARRIAGE WHEELS.**

Please return to: *PM (name and address available in COMMUNITY DIRECTORY, and on the CHOA website www.wmsbgcarriagehomes.org)*  
**NO LATER THAN (date specified for return)**

I request the following exemption from CHOA-contracted landscaping services (*Check one*).

**Exemption from all landscaping services** (mowing, tree and shrub trimming, lawn treatment, and mulching).

**Exemption from tree and shrub trimming services only.**

I understand that this request for exemption will be in effect throughout the coming lawn care/landscaping season, and will remain in effect until such time as I request a change in my level of CHOA-contracted landscaping service during some subsequent January **Landscaping Service Options** opportunity.

I understand that, with this exemption in effect, I am responsible, **at my expense**, for maintaining landscaping on my property at the same standard as that maintained by the CHOA landscaping contractor. If I do not maintain any or all landscaping on my property at this standard, the PM will ask that I bring the landscaping on my property up to standard within a specified period of time. If I do not meet this deadline, the PM will arrange for the CHOA landscaping contractor to bring the landscaping on my property up to CHOA standards **at my expense**.

*I understand that the exemption I have chosen neither changes nor cancels my obligation to pay the full amount of the current monthly CHOA Homeowners' fee during the entire time that this exemption remains in effect.*

***Check below to change from an Exempted Status to resumption of Full Landscaping Services on your property by the CHOA landscaping contractor:***

*I request resumption of full landscaping services by the CHOA landscaping contractor.*

Homeowner's **Printed Name:** \_\_\_\_\_

Homeowner's **Signature:** \_\_\_\_\_

Property Address: \_\_\_\_\_

Date: \_\_\_\_\_