



**ADMINISTRATIVE RESOLUTION NO: 2
COMMUNITY DESIGN STANDARDS**

WHEREAS, Article 4 of the Association's By-Laws authorizes the Board of Directors to adopt and amend any reasonable Rules and Regulations that are not inconsistent with the Association Documents; and,

WHEREAS, the Board recognizes the need to publish guidance periodically for the members of the Association about appearance and standards to be maintained within the community;

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors for the Barristers Keep Homeowners Association does approve and implement these Design Standards for use by the Association and its members.

Originally Approved April 2000

Approved with Revisions December 2004

Reviewed/Approved by the Board of Directors: March 13, 2018

To be Effective: March 13, 2018

President, Barristers Keep Homeowners Association

INTRODUCTION

The responsibilities of the Covenants Committee are clearly set forth in Article 9 of the Declaration section of the Barrister's Keepe Homeowners Association Documents:

“(The) Covenants Committee (shall) assure that the Property shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair; (2) avoiding activities deleterious to the aesthetic or property values of the Property; and (3) promoting the general welfare and safety of the Owners (and all others who come on the Property with the knowledge and permission of the Owners).”

Among the duties assigned to the Covenants Committee in support of this role is the following requirement, Article 9.1(b)(5): “The Covenants Committee shall propose...Design Standards for approval by the Board of Directors. Such Design Standards...are hereby incorporated (in the Association Documents) by this reference and shall be enforceable as if set forth herein in full.”

It is in response to that requirement that the Covenants Committee has created these Design Standards.

Notwithstanding the powers vested in the Covenants Committee, State and City ordinances, rules, and laws override any design standards or restrictions included in the Homeowners Association Documents of Barrister's Keepe.

A decision, implicit or explicit, by the Covenants Committee to waive a requirement of the Association Documents or these Design Standards in a given circumstance shall not be construed as a blanket waiver of the requirement in any other circumstance. Similarly, a decision, implicit or explicit, by the Covenants Committee to waive a minor irregularity deemed not to be deleterious to the aesthetic or property values of the Property should not be construed as a blanket waiver of the same or any other minor irregularity in any other circumstance.

At the time these Design Standards were approved, the Covenants Committee consisted of the following members:

David Phelps, Chair (3495)
Judy Beckwith (3466)
Michael Kipp (3442)
Mary Knapp (3465)
Lynda Sebastyn (3453)

At the time these Design Standards were revised in 2004, the Covenants Committee consisted of the following members:

Michael Kipp, Chair (3442)
Joy Johnson, Secretary (3474)
Judy Beckwith (3466)
Hart Sebring (3494)
Lynda Sebastyn, HOA Board Liaison (3453)

I. Changes Forbidden By Homeowners Association Documents Under Any Circumstances

- 1) Article 8, Sec 8.1 Any change that would result in a use other than residential, or a use not permitted by zoning ordinances.
- 2) Article 8, Sec 8.2 Any change that would result in a hazardous use or in harmful discharges.
- 3) Article 8, Sec 8.2(h) No incinerator shall be kept or maintained on any lot.
- 4) Article 8, Sec 8.2(i) Any pavement, planting or other landscape materials which would
 - (a) Interfere with utility easements
 - (b) Interfere with any other easements
 - (c) Be non-conforming to public utility standards
 - (d) Interfere with drainage.
- 5) Article 8, Sec 8.2(k) Antennas with diameter greater than 24 in.
- 6) Article 8, Sec 8.2(l) Any fence or masonry wall.
- 7) Article 8, Sec 8.2(m) Any temporary structures, trailers, shack, barn, pen, kennel, run, stable, clothesline, storage shed or similar structure.
- 8) Article 8, Sec 8.2(q) Any lighting directed outside the boundaries of a lot.

II. Homeowner Changes that Require Formal Application to Covenants Committee

In general, **any change** that alters or modifies the outside appearance of your home or your lot must get written approval from the Barrister's Keepe Homeowners Association (BKHA) Covenants Committee, after proper written application. (See BKHA Documents Article 9, Sec. 9.2(a)1 for specific language.)

Specific points in the BKHA Documents (which all homeowners received at closing) are addressed and referred to below. ***All of the Changes mentioned below require proper application and approval of the Covenants Committee. Several blank applications have been mailed to each resident. Additional blank applications are available from the Chair or the Secretary of the Covenants Committee.***

- 1) Article 8, Sec 8.2(m) Adding a gazebo to deck or property.
- 2) Article 8, Sec 8.2(i) Installing screen fences as part of a deck.
- 3) Article 8, Sec 8.2(g) (except as provided in III 2) and 3) below) Posting of any signs on Property or Common Area.

- 4) Article 8, Sec 8.2(k) Installing exterior antennas, maximum diameter of 24 inches and satellite dish antennas mounted to rear of house.
- 5) Article 8, Sec 8.2(u) Converting garages to living space, or to hold more than two (2) vehicles.
- 6) Article 8, Sec 8.2(r) Installing newspaper tubes.
- 7) Article 8, Sec 8.2(n) Parking of vehicles as described in therein.
- 8) Article 8, Sec 8.2(j) Cutting, removing, relocating, or destroying of any trees.
- 9) ***Adding or changing shrubbery or trees on lot, or changing the grade or slope of lot.*** One reason is described in Article 8 Sec 3.1(a)5 and Sec 3.3(a) on *landscape easements* across lots. Article 8 Sec (i) also deals with plantings and easements and sight lines. Our lots are very small, and our permanent plantings can affect our neighbors. Also, there are many easements on our lots for electricity, water, gas, and drainage.
- 10) Article 9, Sec 9.2(a)1 Changing or adding to exterior doors (e.g. storm doors) or windows, or adding an awning.
- 11) Changing any other specific *home exterior or lot* not mentioned here, or in the BKHA Documents received at settlement.

III. Acceptable Changes That Do Not Require Application to Covenants Committee

- 1) Planting of flowers and bulbs in ***existing beds*** on owner's property.
- 2) Posting on Property of i) alarm company signs no more than one (1) square foot of surface area, ii) yard sale signs no more than two (2) square feet of surface area, iii) real estate sign (limit one [1] per Lot) no more than four (4) square feet of surface area and standing not more than 5 ft. in height, or iv) political signs (limit one [1] per lot) less than four (4) square feet of surface area and standing not more than 4 ft. in height. Political signs shall not be displayed earlier than 30 days before a primary or election and shall be removed within 48 hours of the closing of the polls.
- 3) Posting on Common Area along Pickett Road of a standard "For Sale" or "For Rent" sign less than four (4) square feet of surface area and standing no more than 2 ft. in height. Such a sign should be posted on the south side of the Barrister's Keepe entrance near the traffic light pole.
- 4) Using standard type and size deck furniture, i.e. chairs, tables, swings.

Height is to be no higher than railing or collapsible to railing height when not in use, except for deck umbrellas.

IV. Maintenance, Repair, and Replacement

The Barrister's Keepers Homeowners Association is responsible for the management and upkeep of the Common Area. However, if the Board of Directors determines that an Owner's (or member of the Owner's household, family or a guest, etc.) negligence, misuse, or misconduct necessitates certain upkeep, the Owner will be responsible for the associated costs of the maintenance, repair, or replacement.

Owners of lots on which an easement is located for storm water drainage will be responsible for the removal of debris and other matter that impedes or threatens to impede the free flow of storm water through drainage structures. The Owner must notify the Association of any defective fencing surrounding or within the easement, debris or matter that is beyond the Owner's capability to remove, and any excessive erosion within the area of the easement.

In general, Owners are responsible for maintenance, repair, and replacement on their lots, except for lawn care and permanent plantings maintained by the Association. All repairs and replacements will be substantially similar to the original construction and installation and will be of first-class quality, but may be with contemporary materials. So long as activities by owners in the area of maintenance, repair, and replacement are of an "in kind" nature, no application to the Covenants Committee for any architectural review is required. The BKHA "Community Reference Document" (attached to these Design Standards) provides specifications for most exterior maintenance. Examples of activities considered to be "in kind" include:

- 1) Maintaining decks, deck rails, and deck fences through the use of stains.
Owners should stain or seal a deck with a wood-tone color (not a red color, not an orange color). A list of acceptable stain colors can be found in the Community Reference Document. *Deck coverings, such as carpet, need to be approved through application to Covenants Committee.*
- 2) Plantings of annual flowers.
- 3) Replacement of permanent plantings with items substantially the same as original; however, such replacement should not constitute a change as described in II 9) or 10), and should not be of a variety whose mature height exceeds that of the original.
- 4) Painting exterior trim, garage doors, shutters, front door, back door the same color as originally painted. A list of acceptable paint colors can be found in the Community Reference Document.

5) Specifications for replacing the following items can be found in the Community Reference Document:

- Outdoor garage lamps and porch lamps
- Aluminum or vinyl siding
- Front door handles, kick plates, knockers.

Each Owner will keep his lot and all improvements located on the lot in good order, condition, and repair, and in a clean and sanitary condition, including all grounds maintenance other than what is performed by the Association's landscaping contractor. Each Owner will do this without unreasonably disturbing his/her neighbors. Owners will maintain their own driveways. Owners will replace light bulbs in garage and porch lights as needed. If an Owner fails to keep his/her lot in as good repair and condition as when acquired (normal wear and tear excepted), and in a neat and orderly condition, then the Board may notify the Owner of the condition and identify generally the action the Owner must take to rectify that condition. The Owner has 30 days to comply. If the Owner fails to rectify the condition, the Board may do so and charge the Owner for the associated costs. The Owner has 30 days to reimburse the Association.

If a building or other major improvement (e.g., deck) located on a lot is damaged or destroyed, the Owner will restore the site either

- 1) By repairing or reconstructing the building or improvement, or
- 2) By clearing away the debris and restoring the site to an acceptable condition.

Either action should result in a lot and/or improvement compatible with the remainder of the property. Unless the Covenants Committee permits a longer time period, the work must begin not later than six (6) months after the casualty and be substantially completed within 18 months after the casualty.

V. Applications for Architectural Change

The Declaration of Covenants requires that you submit to the Covenants Committee (the "Committee") for approval all proposed exterior additions, changes, or alterations to your house and lot. In order to be considered by the Committee, your application for architectural change must include:

- 1) The plans and specifications (including sketch, photo, or catalog illustrations, etc.) showing the nature, kind, shape, color, height, and materials to be utilized, and
- 2) A copy of your lot survey marked to show the location of the proposed change.

Upon receipt of a *complete* application, the Committee will decide whether to approve or disapprove the proposed change based upon a determination as to the proposed change's

harmony of external design, color, and location in relation to surrounding structures and topography, and conformity with the design concept of the subdivision. Applications that do not contain the required information do not constitute submittals under the Declaration of Covenants and will not be considered by the Committee.

Descriptions of Proposed Change:

Describe the proposed change to your house or lot. Please attach a continuation sheet should additional space be required to describe fully the proposed change.

Acknowledgement by Neighbors of Proposed Change:

You are requested to obtain the signatures of the four (4) property owners most immediately adjacent to your lot who will be most affected by the proposed change. Signature by your neighbors indicates an awareness of your proposed change and *does not* constitute approval or disapproval on their part.

Property owners that object to the proposed change should independently contact the Committee in writing with the specific reasons(s) for their objection.

Owner's Acknowledgement (as specified on the Architectural Change Form)

I/we understand and agree:

- 1) That approval by the Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the proposed change being reviewed.
- 2) The approval by the Committee shall in no way be construed as to pass judgment on whether the proposed change being reviewed is in compliance with the applicable building and zoning codes of the City of Fairfax.
- 3) That approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.
- 4) That no work on this proposed change shall commence until written approval of the Committee has been received by me/us.
- 5) That there shall be no deviations from the plans, specifications and location approved by the Committee without the prior written consent of the Committee.
- 6) That I/we authorize members of the Committee to enter upon my Property to make a routine inspection(s).
- 7) That construction or alterations in accordance with the approved plans and

specifications must commence and be substantially completed within the time periods provided for in the Declaration of Covenants; otherwise, the approval by the Committee shall be conclusively deemed to have lapsed and been withdrawn.

8) That it is my responsibility and obligation to obtain all required building permits, to contact *Miss Utility*, and to contract the improvements in a workmanlike manner in conformance with all applicable building and zoning codes.