

# BARBERRY WOODS PROPERTY OWNERS' ASSOCIATION

## **RULES and REGULATIONS** **SEPTEMBER 2019** (Effective upon recording)

These Rules and Regulations (“Rules”) are promulgated and enforceable pursuant to, without limitation, Article 12 of the Declaration of Covenants, Conditions, and Restrictions for Barberrry Woods (“Covenants”). The Rules exist to protect and maintain the appeal, value and cohesiveness of the neighborhood. These Rules are in addition to the requirements of the Covenants, including, without limitation, the use restrictions in Article 4 and Articles 3 and 7; and all applicable governing law. In the event of any conflict between these Rules and the Covenants, the Covenants shall prevail.

**Antennas and Satellite Dishes:** In addition to the requirements of Covenant Section 4.4, applicable satellite dishes (“Dish(es)”) and antennas (“Antenna(s)”) which are subject to the Federal Communication Commission’ (“FCC”) Over-the-Air Reception Devices Rule (“OTARD”) and/or other local/state/federal laws may only be installed in accordance with the FCC’s rules, and the Covenants, Rules and promulgated guidelines of the Association, all as may be amended from time to time. As used herein, the terms “Dish(es)” and “Antenna(s)” shall include the device and its attendant system and parts, including without limitation, brackets, fasteners, wires, cables, etc.

Unless the Dish or Antenna installer determines that the following preferred places impose an unreasonable delay or expense, or preclude reception of an acceptable quality signal, the Dish or Antenna should be placed in the following preferred locations: attached to the home/garage, preferably on the rear portions of the roof or behind the home/garage, and not visible from the street; and if this is not possible, use efforts to ensure the Dish or Antenna is not visible from the street through the use of landscaping. Dishes and Antennas must be installed wholly within the Lot or Dwelling, and shall not extend beyond such area. Each Lot or Dwelling shall be limited to one (1) Dish or Antenna, except as may be otherwise specifically permitted by OTARD. 10. Upon a written request by the Association, an Owner shall paint his/her (or his/her tenant’s) Dish or Antenna to blend into the surrounding area; provided, such painting shall not delay installation, impair maintenance or use, or cause unreasonable expense or hamper signal reception. Dishes and Antennas shall be less than one meter in diameter. The installation of a Dish or Antenna must conform to the all applicable safety, electrical and construction codes of the applicable governing authority. For safety considerations of the installer, other Occupants, and other persons at, around or upon the neighborhood, the installation of a Dish or Antenna within that such distance of a power line as may be proscribed by the power company and/or like provider shall be prohibited.

An inoperable, disabled or damaged Dish or Antenna shall be promptly repaired or replaced, or alternatively, shall be promptly removed by the user of the Dish or Antenna. A Dish or Antenna not in use with a provider shall be promptly placed in use, or alternatively, shall be promptly removed. Any such inoperable, disabled, damaged, or unused Dish or Antenna that is not removed within thirty (30) days after the Association has notified the Owner or Occupant may be removed by the Association at the Owner’s expense.

To the extent that any of the foregoing rules conflict with any applicable local, state, or federal laws and regulations, including but not limited to those of the FCC, the provisions of said local, state and federal laws shall control.

**Driveways and Walkways:** In addition to the requirements of Covenant Article 7, Owners shall pressure wash driveways, public sidewalks bordering their Lot and walkways to maintain a reasonably clean appearance. Further, Owners shall replace or repair cracked and damaged driveways and walkways as needed or as requested by the ARC.

**Wetlands and Easements:** The land adjacent to any owner's property line is not to be utilized by the home owner inappropriately (for example such as storage of any kind, a structure, garbage).

**Exterior Sculpture, Similar Items and Yard Ornaments:** In addition to the requirements of Covenant Article 3 and Section 4.14, yards ornaments of any kind (i.e., figurines, flagpoles, birdbaths, sundials, etc.) are not allowed in the front yard. Specific to a specific home "For Sale by Owner" and or Real Estate Signs are permitted.

**Flags:** In addition to the requirements of Covenant Article 3 and Section 4.14, all flag poles and flags shall be securely mounted to the house or garage. Except as otherwise provided herein, flags shall only be an/a American, US state, current nation, college/university or sports team flag. Discolored, faded, damaged, torn or stained flags shall be removed and properly disposed of. Nothing herein or in the Declaration shall prohibit the appropriate display of the American flag. .

**Floodlights and other Exterior Lighting:** In addition to the requirements of Covenant Article 3 and Section 4.14, floodlights attached to building walls or roof eaves are permitted in rear yards only and shall be aimed so as not to be a nuisance to neighboring properties. **Outdoor Lighting:** Outdoor lighting is subject to prior approval by the ARC.

**Garbage Disposal/Trash Cans/Recycling Bins:** In addition to the requirements of Covenant Section 4.16, trash cans and recycling bins shall not be visible from the street, except on pick-up day.

**Holiday Lights, Flags and Ornaments:** In addition to the requirements of Covenant Article 3 and Section 4.14, holiday flags, lights and ornaments are permitted without prior ARC approval, but shall only be displayed for a forty-five (45) calendar day period prior to any holiday and must be removed within ten (10) calendar days after the holiday.

**Motor Vehicles and Parking:** In addition to Covenant Section 4.16, Owners, tenants, guests, licensees, invitees, vehicles and parking are subject to the following:

There shall be no parking in the street unless, (i) you are caring for your lawn temporarily; or (ii) you have guests whose vehicles will not fit in the driveway. Any such parking shall be temporary and any such guest parking may last no longer than three (3) calendar days. For any period exceeding three (3) calendar days, a written request must be made to the ARC for street parking exceeding 3 calendar days. In the event it is necessary due to the above reasons to park vehicles on the street, the Owner and his guests, invitees and licensees must be aware and courteous of: utilities, landscaping, service vehicles, fire hydrants and your neighbors' ability to access their driveways. Further, any vehicle parked on the street for the above reasons, shall not:

- a. Park directly across the street from another vehicle;
- b. Park at any time on the grass between the curb and the sidewalk or any Common Area next to the home or any Common Areas whatsoever;
- c. Parking on CPW's lift station road at any time;
- d. Block any mailbox, fire hydrant or driveway;

- e. Obstruct the safe travel of delivery, trash/recycling and emergency vehicles, or any other vehicle.

**Porches:**

Furniture: All furniture on front and side porches should resemble wood, wrought iron or wicker, and the color shall either be a wood stain, or white, black base.

Use of Porches: Children's toys, bicycles, coolers, beach towels, beach chairs, beer kegs, etc. shall not be allowed on porch after sun has set.