

CHESHIRE FOREST

HOMEOWNER'S ASSOCIATION

Dear Fellow Homeowners:

Enclosed you will find the revised Architectural Control Guidelines for the Cheshire Forest Homeowner's Association. These guidelines, dated as revised on July 20, 2021 supersede any previous editions of the Architectural Control Guidelines for the Cheshire Forest Homeowner's Association.

Please read and keep this document for future use. These guidelines were developed and revised to see that our neighborhood maintains the high community standard which attracted each of us to move here in the first place.

The ACC uses the Architectural Control Guidelines, along with the deed restrictions, to help maintain high standards of property upkeep for our homes and neighborhood.

Thank you,

Architectural Control Committee

Jay Connolly

Paul Corcoran

Mitch Gold

CHESHIRE FOREST HOMEOWNERS ASSOCIATION
ARCHITECTURAL CONTROL GUIDELINES
REVISED 07/20/2021

ARTICLE VII
BYLAWS

ARCHITECTURAL CONTROL COMMITTEE RULES.

THE ARCHITECTURAL CONTROL COMMITTEE MAY, FROM TIME TO TIME AND AT ITS SOLE AND ABSOLUTE DISCRETION, ADOPT, AMEND AND REPEAL, BY UNANIMOUS VOTE OR WRITTEN CONSENT, RULES AND REGULATIONS, TO BE KNOWN AS 'ARCHITECTURAL CONTROL COMMITTEE RULES.' THE ARCHITECTURAL CONTROL COMMITTEE RULES SHALL INTERPRET AND IMPLEMENT THE GOVERNING DOCUMENTS BY SETTING FORTH THE STANDARDS AND PROCEDURES OF ARCHITECTURAL CONTROL COMMITTEE REVIEW AND GUIDELINES FOR ARCHITECTURAL DESIGN, PLACEMENT OF BUILDINGS, LANDSCAPING, COLOR SCHEMES, EXTERIOR FINISHES AND MATERIALS AND SIMILAR FEATURES WHICH ARE RECOMMENDED FOR USE ON THE PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE RULES SHALL IN NO WAY AFFECT ORIGINAL CONSTRUCTION AND DEVELOPMENT BY DECLARANT.

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NOTE: THESE GUIDELINES APPLY TO ALL PHASES OF CHESHIRE FOREST.
INCORPORATION OF SPECIFIC REFERENCES WILL BE INCLUDED DURING
REVISIONS.

ARCHITECTURAL CONTROL COMMITTEE (ACC)

1) *CONTROL BY ASSOCIATION*

Enforcement of all provisions of the Guidelines pertaining to exterior appearance of the Property and control over any change in use or any additions, modifications or alterations to any exterior improvement on any Lot or other portion of the Property shall be the responsibility of the Association, acting through the ACC.

2) *COMPOSITION*

The ACC shall be composed of no less than two (2) (when possible) and no more than five (5) persons, who shall be Members of the Association, from time to time appointed by the Board of Directors of the Association. A member is not required to be an architect or to meet any other particular requirements.

3) *TERM*

The members of the ACC shall serve for such terms as may be determined by the Board of Directors of the Association.

4) *AUTHORITY AND DUTIES*

It shall be the duty of the ACC to develop and promulgate Architectural Guidelines for The Community in order to enhance the provisions contained in the governing documents. Furthermore, it will consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt ACC Rules, as well as perform other duties imposed upon it by resolution of the Board of Directors.

The ACC may also send notices of violations of the Governing Documents to the pertinent Lot owner via the association management. In the event the violation is not abated in such time as may be established by the ACC, it shall convene a hearing in accordance with the provisions of the governing documents and such administrative resolution as may be adopted by the Board of Directors.

The vote or written consent of any majority of members shall constitute the act of the committee. The committee shall keep and maintain a written record of all actions taken.

5) *MEETINGS AND COMPENSATION*

The ACC shall meet from time to time as necessary to perform its duties hereunder. Members of the ACC shall not be compensated.

6) *ENFORCEMENT OF COVENANTS, BYLAWS, RULES AND REGULATIONS*

Any complaint against a homeowner for violation of the Covenants, Bylaws, Rules and Regulations must be conveyed to the HOA's managing agency. The management will follow up on the complaint and make appropriate entries in the CCR database if complaint is verified. Once management deems authenticity of complaint, management will send a letter notifying the resident.

There is a series of letters that management will use to work with the resident. Each time a letter is mailed the CCR database is updated by Management. Management will present the CCR updates to the Board of Directors monthly.

Any resident who fails to comply with the community's by-laws, covenants, rules, and regulations within prescribed time limits, as set in mailed letters, will be presented the opportunity to represent themselves at a Due Process Hearing.

During a Due Process Hearing should the Board find the resident to be in violation of the community's by-laws, covenants, rules, and regulations, the Board may levy an assessment against the homeowner.

If an assessment is levied, the unit owner in violation will be notified again by registered/return receipt mail.

Should the unit owner choose to appeal the levy of the assessment made on behalf of the association, he/she has the right to appear before the Board of Directors and may be represented by counsel. An assessment of up to Fifty Dollars (\$50.00) may be assessed for a single offense in violation of the Covenants, Bylaws, Rules and Regulations. Or up to Ten Dollars (\$10.00) per day for any offense of a continuing nature to a maximum of \$900.00 or to the amount allowed by Virginia law governing such acts.

Any assessment levied against a unit owner will be treated as an assessment against such unit owner's property and shall be duly collected by the managing agent on behalf of the Association.

In the event that the assessment is not paid; the Association shall have the right to place a lien against the unit owner's property and/or send the debt to collection attorneys. If any type of collection process is required by non-payment, the homeowner is subject to additional costs.

7) PROCEDURE FOR COVENANT ENFORCEMENT

Enforcement of the covenants is the job of every resident, but the official processes are carried out by the ACC and the Association Manager. When architectural complaints concerning restrictions addressed on the covenants and those set forth by the ACC are brought to the attention of the ACC or the Association Manager, they are kept confidential and are reviewed as promptly as possible.

If the complaint is found to indicate an actual violation, the property owner is notified by formal letter and asked to correct the problem, either by removal, submission of an application, or by repair in case of a maintenance problem.

8) OTHER RESPONSIBILITIES

In addition to the responsibilities and authority provided in this section, the ACC shall have such other rights, authority and responsibilities as may be provided elsewhere in the Declaration, the Bylaws, or as delegated to it by the Board of Directors from time to time.

APPLYING FOR APPROVAL OF UNIT ALTERATIONS

No exterior addition, modification or alteration shall be made on or to such Lot or other portion of the Property or to the improvements located thereon, unless and until a plan or plans therefore, in such form and detail as the ACC requires, have been submitted to, and reviewed and approved by, the ACC.

Note: If homeowner is making replacements or repairs without any changes to existing items, an application and approval is not required.

1) APPLICATION PROCESS

- a Homeowner obtains application from the Association Manager or online at the Cheshire Forest website.
- b Homeowner returns completed application to Association Manager, along with task appropriate plat, brochures, photos, etc. (See Application Inclusion Suggestions on page 25)
- c Association Manager logs in application and any supporting documents. If application is obviously incomplete, the Association Manager might offer recommendations as to what should be included to help prevent rejection. The Association Manager shall accept it and log it in the ACC Log Book. Note: An application is not considered complete until all needed information to accurately consider the application is received by the ACC. A response will be rendered within thirty (30) calendar days from the date a complete application is received by the ACC. (See below for guidance on ensuring a complete application).

The ACC will consider the application.

- d The approval/denial page shall be provided to the Association Manager for retention in the Association files.
- e The homeowner will receive notification of the approval or disapproval of his or her application from the Association Manager.

2) WHAT MAKES AN APPLICATION COMPLETE

An application is considered complete when it provides the ACC with enough information to completely analyze the alteration(s) for which applied. Along with the application, supporting documentation and descriptions may be needed. The spreadsheet at the end of this booklet provides suggested items for inclusion with some common applications. This is not an inclusive list and the ACC may require other information as needed to make an informed decision.

The applicant is required to complete all pages of the application. If using a contractor, they must complete the contractor's section. If not using a contractor, the homeowner can fill out the top of the page and state that no contractor will be used.

It is the homeowner's responsibility to check with the city of Chesapeake to ensure that proposed improvements comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations. Additionally, the homeowner is responsible for all necessary permits and for contacting Miss Utility if digging.

Failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations is the responsibility of the homeowner.

3) DISAPPROVAL OF APPLICATION

If the ACC disapproves plans submitted, the ACC shall notify the applicant in writing together with a statement of the grounds upon which such action was based. The ACC may disapprove plans submitted for reasons to include, but not limited to the following:

- Failure of such plans to comply with any protective covenants, conditions and restrictions contained in the Declaration and which benefit or encumber the Lot or other portion of the property
- Failure to include information in such plans as requested
- Objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking
- Incompatibility of proposed improvements or use of proposed improvements with existing improvements or uses in the vicinity

The ACC is empowered to make determinations and judgments concerning aesthetics, styles, color schemes, material types, design features, quality, standards, and other purely subjective decisions in order to guarantee harmony, consistency, and the continued high quality of the subdivision.

4) WHAT TO DO IF APPLICATION IS DISAPPROVED

The ACC will work with the applicant (homeowner) in order to have the application approved if at all possible.

The ACC may ask the homeowner for additional information or make suggestions for changes in the application prior to rendering a decision. The homeowner at this time may either (1) agree and comply with the request, at which time the ACC will render a

decision, or (2) disagree and appeal to the ACC. If the homeowner and ACC cannot agree, the ACC will disapprove the application. Failure of proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules and regulations is the responsibility of the homeowner.

Any other matter which in the judgment and sole discretion of the ACC would render the proposed improvements, use or uses, inharmonious or incompatible with the general plan of improvement of the Property or portion thereof or with improvement or uses in the vicinity, including environmental considerations.

In the event of disapproval by the committee, the homeowner has the right to appeal to the Board of Directors. The homeowner should contact the Association Manager to request the board hear their appeal at a board meeting. The Owner seeking approval must obtain a majority approval of the Board of Directors for the plans to be deemed approved.

Before the appeal is filed, the homeowner should consider why the application was disapproved.

5) WHAT IF I DON'T WAIT FOR ACC APPROVAL?

If you should start the alterations without written approval, you do so at your own risk. If you fail to submit an application or if your application is disapproved or modified, you may face the cost of removing the alteration plus the cost of litigation, such as assessments, liens, etc.

6) WHAT IF THERE IS NO GUIDANCE FOR MY SPECIFIC PROJECT

If guidelines do not address a specific scenario, fill out the application as completely as possible and the ACC will contact the homeowner if more information is needed to render a decision.

7) HOW CLOSELY MUST I ADHERE TO THE GUIDELINES IN THIS BOOK?

The covenants give the ACC the responsibility to set rules and procedures for architectural control, and the authority to interpret and allow exceptions to their restrictions. The guidelines presented here have been written by the ACC as a part of their responsibility. These guidelines are approved by the Board of Directors.

Each application is reviewed on an individual basis taking into account the specifics of each property. Special circumstances regarding your property may allow the approval of an application which may be denied at another location, or the denial of one which might be approved elsewhere. The fact that a plan similar to yours has been approved for use in another location does not mean that it is automatically approved for you.

8) APPROVAL OF APPLICATION

Upon approval or qualified approval by the ACC of any application, management shall notify the applicant in writing of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval.

Management shall file a copy of such plans as approved for permanent record (together with such qualifications or conditions, if any), and, if requested by the applicant, shall provide the applicant with a copy of such application bearing a notation of such approval or qualified approval. Approval of any plan relating to any Lot or portion of the Property shall be final as to such Lot or the Property and such approval may not be revoked or rescinded thereafter provided:

- The improvement or uses approved are not substantially changed or altered
- The improvements or uses shown or described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in the Declaration which benefit or encumber the Lot or portion of the Property
- Such plans and any qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance

Approval of any plans for use in connection with any Lot or portion of the Property shall not be deemed a waiver of the right of the ACC to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot or portion of the Property.

9) FAILURE OF COMMITTEE TO ACT

If any applicant has not received notice of the ACC approving or disapproving any plans within thirty (30) calendar days after submission of a complete application (please reference 1c and 2

of this section as well as the Application Inclusion Suggestion page for guidance on a complete application), said plans shall be deemed approved.

If homeowner has been asked for further information, the 30 calendar day time frame will restart upon submission to the ACC of the final information requested by the ACC.

10) GUIDELINES MAY BE ESTABLISHED

The ACC may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove plans. However, nothing contained in the governing documents shall require the ACC to approve the plans for improvements on a lot on the grounds that the layout, design and other aspects of such improvements are the same or substantially the same as the layout, design and other aspects of improvements approved by the ACC for another lot.

11) COSTS

The Board may charge reasonable fees for the processing of any submissions. The Association will pay the ordinary and necessary expenses of review. In addition, the Board may consult with architects, engineers, planners, surveyors, attorneys and others. The person seeking approval agrees to pay all such fees incurred by the Association as a condition of approval or disapproval by the Board of any such submission, review or approval.

12) LIMITATION OF LIABILITY

The approval by the ACC of any plans, and any requirement by the ACC that the plans be modified, shall not constitute a warranty or representation by the ACC of the adequacy, technical sufficiency or safety of the improvements described in such plans, as the same may be modified, and the ACC shall have no liability whatsoever for the failure of the plans or the improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the ACC have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the ACC's approval, disapproval or conditional approval of any Plans.

LOT GUIDELINES

1) ABOVE SURFACE UTILITIES

No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Declarant and/or its successors or assigns.

2) ANTENNAS AND DISHES

The Board may adopt rules regarding antennas/dishes, provided no such rules shall prevent, unreasonably delay, maintenance or use, or preclude reception of an acceptable quality signal. Such rules may require prior notice of installation, painting or screening of the antenna so that it will be placed within the fenced area in the rear of a Lot, better blend with its surroundings, preferential placement of an antenna and such other requirements that do not conflict with applicable law or regulations. In no case shall any satellite dish or antenna be permitted which is larger than the maximum size required to be permitted by federal law or regulations (i.e. 1 meter in diameter at the time of this revision).

3) ANIMALS

No livestock or poultry of any kind, including chickens, ducks, geese, goats, pigs, etc., shall be kept or bred on any lot. Dogs, cats, fish, hamsters, and other generally recognized household pets may be kept, however, only for domestic use and not for commercial purposes. If a homeowner is unsure of whether an animal is permitted that is not specifically listed, a written request for clarification about a specific breed can be submitted to the ACC and the homeowner will receive a response within 30 calendar days.

No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pet owners shall comply with all ordinances and laws, including but not limited to those requiring registration, inoculation and leashing.

Pet owners are responsible for promptly removing animal waste and disposing of such in an appropriate container. Pet owners are

responsible for personal injury and/or property damage caused by their pets and will hold harmless and indemnify the Association from any claim resulting from any action of their pet.

Dog houses may be placed behind the rear foundation line of the house. A dog cannot be allowed to run loose off the owner's property; therefore, a fence (approved) must be maintained to confine said dog to the owner's property. Dog runs are not permitted.

The Board of Directors may, in its sole and absolute discretion, require any Owner, his family member, tenants or invitees to remove from The Community any animal that is deemed an annoyance or creating a nuisance. The Committee may promulgate rules and regulations regarding the keeping of animals within the Community, including those that are more restrictive than this paragraph.

4) ATTIC VENTILATORS, EXTERIOR

Because any attic ventilator installed on the exterior of a unit will be Visible from Neighboring Property (VFNP), all such ventilators shall be installed on the rear portion of the roof.

The following guidelines are intended to help balance the individual economic interests with neighborhood aesthetic concerns:

- The ventilator should not protrude more than twelve (12) inches above the roof surface unless required by city code.
- All exposed parts should be painted the same color of the surface which the ventilators penetrate.
- Blocking the air flow through the ventilator should be done from inside the unit.
- Plastic bags or similar materials are not permitted to cover the exterior of the ventilator.

5) AWNINGS AND TRELLISES

If awnings or trellises are to be installed and will be VFNP, approval from ACC is required.

6) BASKETBALL BACKBOARDS

Permanent basketball goals are prohibited unless approved by the ACC and shall be kept neat, clean and maintained in a good state

of repair. Portable basketball goals are permitted and shall be kept neat, clean and maintained in a good state of repair. Basketball goals shall be a product that is commercially produced and purchased for use. Homemade goals are strictly prohibited. Both permanent and portable basketball goals are to be placed/situated on the homeowners' lot no less than 50% of the way up the driveway from the street to ensure the safety of those at play. Both permanent and portable basketball goals shall be anchored and stabilized consistent with the manufacturer's guidelines. The anchoring and/or stabilizing of basketball goals with cinder blocks, rocks, concrete bags or the like is strictly prohibited.

7) BOATS, TRAILERS, TRUCKS, RECREACIONAL VEHICLES

No boat, trailer, truck, or recreational vehicle shall be kept or placed on any lot.

For the purpose of this regulation, three quarter (3/4) ton or smaller pickup trucks will be permitted.

For the purpose of this regulation, boats and small utility trailers which are not VFNP will be permitted, with the following stipulation: said boat or trailer must be placed behind the rear foundation line of the residence and be enclosed within a six (6) foot privacy fence. No part of the boat shall extend above the height of six (6) feet and/or be visible from a neighbor's property (see definition of VFNP).

8) CLOTHES DRYING FACILITIES

Clotheslines must be temporary and taken down when not in use, and while in use, must be placed in the backyard and shall be screened from public view. Clotheslines must not be VFNP at any time.

9) DECKS

No deck shall be installed on a Lot without the prior written consent of the ACC. At all times, the Owner shall maintain his/her deck in a state of good repair and provide continuity in detailing, including material, color and design.

10) *DRIVEWAYS*

The Owner must maintain their driveways in a manner that is consistent with the aesthetics of the community. It is the responsibility of the homeowner to keep the driveway weed free.

ACC applications are required for any additional driveways or extensions of existing driveways. A physical survey is required to be submitted along with the application.

All driveways must be concrete. Asphalt driveways are prohibited. Any Owner wishing to use stamped concrete shall obtain approval from the ACC.

11) *FENCES*

All fences including modification of existing fences must be approved by the ACC. NO CHAIN LINK, BARBED WIRE OR ANY OTHER WIRE FENCE IS PERMITTED.

Fences are not permitted in the front area of the property. Rear yard fences shall not be installed more than 2/3 of the distance from the rear foundation line to the front foundation line. Ergo, if the side of the house is 48 feet, the fence can go 32 feet in front of the rear foundation line. Finished side of fence shall face away from said lot on which said fence is located.

A copy of the plat survey, along with the type of construction and the type of fence being installed, must be submitted to the ACC for approval. Corner lots may need additional consideration because of their location.

At all times, the Owner shall maintain his/her fence in a state of good repair and provide continuity in detailing, including material, color and design.

12) *GRILLS*

Permanent grills, barbecue pits and brick ovens which are VFNP require application to the ACC. No permanent grills, barbecue pits or brick ovens are permitted in front of the rear foundation line.

13) *HEATING AND AIR CONDITION SOURCES*

Air conditioning units extending from windows are prohibited. Attic ventilators or other mechanical apparatus shall be as small as functionally possible and should be painted to match the home. They must be located on the least visible side of the roof and not extend above the ridge line.

14) *LAKES AND PONDS*

There shall be no swimming in the ponds, lakes or other bodies of water within The Community. No permanent or temporary dock or structure shall be placed in an area adjacent to or overhanging the ponds and lakes. No motorized/non-motorized vehicles, boats, canoes, kayaks, jet skis, or other type of craft are permitted within the ponds and lakes. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the ponds, lakes or other bodies of water within the Community.

15) *LANDSCAPING*

Landscaping in front of the home shall not be changed or altered from the original design without first obtaining the approval of the ACC. Landscaping of the Lots to the rear of the home may be altered or changed by the Owner of such Lot, provided said change or alteration shall be compatible with the overall development of the Lots. The Owner shall keep all gardens, shrubs, trees and grass neatly trimmed, properly cultivated, and free from all trash, weeds, and other unsightly materials. Allowing vines and other vegetation to climb up or protrude on the exterior of the homes or fences is prohibited. The Owner is required to maintain the grass located within the boundaries of his/her physical survey.

All new or recreated lots shall be landscaped with a minimum of two (2) trees each 8 feet to 10 feet in height and twenty (20) evergreen bushes/shrubs each having a one-gallon base size. All plantings that are visible from the street or VFNP are to be in mulch/rock beds. If trees meeting these requirements are already present, no additional trees will be required. Each owner of a Lot shall, unless exterior maintenance is otherwise provided for, keep all shrubs, set back areas, planted areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his Property and

the street or other Property (public or private) on which such owner's Lot abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such owner shall not be responsible for maintenance of any other Area as to which Declarant or the Association has assumed the responsibility.

16) *LIGHTING*

Permanent exterior lighting and wiring which will be VFNP requires ACC approval. All exterior lighting, including security lighting, should be installed so as not to shine on the adjacent property, creating unwanted intrusion of excessive light on other properties or public areas. Non-permanent yard lighting does not require ACC applications, but it must be fitting to the community and surroundings.

Decorative holiday lighting does not require approval; however, holiday lighting shall not be operative prior to the 26th of November in any year and not later than the following January 7th. Decorative lighting must be removed by January 22nd.

If underground work is needed for additional lighting, MISS UTILITY must be contacted prior to any ground breaking.

17) *MAJOR BUILDING ADDITIONS*

ACC approval, including drawings of proposed addition and a copy of the homeowner's lot survey. Major building additions to include, but are not limited to, storage sheds, porches and room additions.

In order to be aesthetically pleasing, the design of the major addition should be consistent with the existing shape, style, basic color and size of the existing dwelling. Those items which must be addressed are as follows: Siding - Roofing - Trim - Color - Windows - Roof Eaves - Drainage - and VFNP.

At all times, the Owner shall maintain his/her accessory structure in a state of good repair and provide continuity in detailing, including material, color and design.

18) *NO RIGHT TO SUBDIVIDE*

No Lot shall be further subdivided or separated into smaller lots or parcels by an Owner.

19) *NO USE CONTRARY TO LAW AND NO NUISANCE*

No obnoxious or offensive activities shall be conducted or permitted on any part of the Property, nor shall anything be done thereon which may be or become a source of annoyance, hazard or nuisance to the Owners or residents of the Community.

20) *OIL TANKS*

All oil and fuel tanks shall be buried in the ground, and no barrel or tank of any nature shall be permitted for storage in an exposed place on any of the Lots.

21) *PAINTING*

The Owner must maintain their home so as to avoid worn, cracked and peeling paint, and trim needing repair, painting, cleaning, etc. The home's and lot's original color scheme must be retained. Any change in the color scheme, including but not limited to changes to the original color of the trim, shutters, doors, gutters, mailboxes, and downspouts must be approved by the ACC. All color schemes must comply with the tone and aesthetic of the community.

22) *PLAY STRUCTURES AND OTHER EQUIPMENT*

Play structures, swing sets, trampolines, and sports and play equipment, shall be permitted provided that the equipment is substantially hidden from public view, located in the rear of the residential home and does not create a nuisance or violate other provisions of the Declaration.

23) *RESIDENTIAL USE*

Except as otherwise provided herein, the use and occupancy of all Lots is restricted to single family residential purposes by the Owner thereof, their family, guests and invitees. No business, trade or profession shall be conducted on any Lot or in any home

other than a home occupation that would be allowed by applicable ordinance or regulation for residential areas is allowed.

24) *RESPONSIBILITY*

The Association shall not be responsible for the maintenance, repair or replacement of any Lot, home, structure, improvement or fence on any Lot. Each Owner shall at all times keep their Lot, and any buildings, structures, improvements or fences thereon in a safe, clean, neat and sanitary condition and in a good state of repair.

25) *SHEDS AND TOOL STORAGE*

Falls under Major Building Additions: A shed or other storage structure requires an application. The application shall include a detailed plan specifying the proposed structure's placement, its dimensions, colors, and materials to be used. A sketch, photo, or brochure of the structure is also necessary. The shed's color scheme and material must be consistent with the home's aesthetics. All color schemes must comply with the tone and aesthetic of the community. Plastic, metal, and/or rubber sheds are not permitted.

26) *SIGNS*

No signs of any kind shall be displayed to the public view on any Lot or the Common Area unless the design and size of the sign is submitted to and approved by the ACC, with the exception of an association sign or notice board, a for sale/rent sign as outlined below, one political support sign, or temporary (48 hours maximum) celebratory signs such as for graduation, birthdays, new baby, etc. The Committee may adopt and amend rules regarding the size, place, duration and manner of placement of any signs.

Allowed for sale/rent sign:

- No larger than 3' by 5'
- No more than one for sale/rent sign

27) *SMOKESTACKS AND CHIMNEYS*

ACC approval is required for any changes in material, style, and/or color.

28) *SOLAR COLLECTORS*

All plumbing stacks, roof vents and solar collectors shall be located in the rear of all dwellings and shall face away from all front and side streets.

29) *YARD DÉCOR*

Yard décor includes, but is not limited to: banners, benches, bird baths, flag poles, fountains, house numbers, ornaments, resident's names, sculptures, statues, symbols, and weather vanes

Any yard décor requires ACC approval only if it will be VFNP and does not fit inside the below guidelines:

- Yard décor should blend with the architectural style of the unit and should have minimal visual and physical impact on the neighboring properties
- Flags
 - Large flag pole shall be no more than six feet (6') and must be attached to the front porch or garage of a home
 - One small garden flag pole is permissible without application
 - Flags will be family friendly and appropriate/fitting to the neighborhood design
- Yard decor larger than 24" requires ACC approval
- Each lot is limited to 10 decor items without ACC approval

30) *SWIMMING POOLS*

Above ground pools are not permitted. In-ground pools must be approved by the ACC. Swimming pools must be located in the rear of the home and shall be screened from public view. Swimming pools shall be enclosed within fencing that meets all current City of Chesapeake Ordinances and City Codes for the size and type of swimming pool installed.

31) *STORAGE OF MATERIALS: TRASH OR REFUSE*

No lumber, metals, bulk material, rubbish, refuse, garbage, trash or other waste material shall be kept, stored or allowed to accumulate on any portion of the Property.

All trash must be placed in sealed plastic bags or in covered containers of a type, size and style approved by the locality and the ACC. Such bags or containers may be placed in the open in the evening before or morning of days of collection. The bags or containers must be removed by the evening of collection day.

The Committee may adopt and amend additional rules and regulations regarding storage of materials, trash or refuse, including rules that modify this provision.

Garbage containers must be kept covered. Containers shall be kept behind the rear foundation line of the structure. Containers should be concealed and not be visible from the street or the front of the unit.

32) *TEMPORARY STRUCTURES AND ITEMS ON LOTS*

No structure may be kept, placed or permitted to remain on any Lot other than a single-family home not to exceed two and one-half stories in height. No garage apartment or similar structure shall be permitted. No structure of a temporary nature or character, no trailer, tent, shack, garage, barn, shed or other outbuilding shall be kept or used on any Lot at any time as a residence.

33) *VEGETABLE GARDENS*

Vegetable gardens do not require approval provided the following conditions are met:

- All gardens must be kept in an orderly and weeded condition.
- Gardens must be kept behind the rear foundation line and inside the property line.
- Plant supports and dead vegetation must be removed and the garden area cleaned at the end of the growing season.

34) *VEHICLES*

No commercial vehicle, bus, boat, personal watercraft, trailer, camper, recreational vehicle, motor home or the like shall be parked or stored on any Lot or the Common Area without the prior written consent of the ACC.

Commercial vehicles shall be deemed to include cars, vans and trucks in styles normally used for private purposes but painted

with or displaying commercial advertising, logos, or business names or containing visible commercial materials, including but not limited to materials on windows and shrink wrap.

No inoperable vehicle, abandoned vehicle or vehicle not displaying current registration plates and current state vehicle safety inspection sticker or certificate shall be parked on any Lot or on the Common Area. Vehicles in violation of this provision are subject to being towed at the owner's risk and expense.

35) *WELL WATER*

The Association may require an Owner to power wash and/or otherwise clean all rust or other water stains so as to return the Property to its original color and condition.

36) *WOODPILES*

Woodpiles must be located behind the rear foundation line and shall not be able to be seen from the street. They must be neatly stacked and should not exceed four (4) feet in height. Firewood shall not be stacked forward of the rear foundation line of the home on any Lot.

PHASES BREAKOUT

All those certain lots, pieces of parcels of land with the buildings and improvements thereon, situate, lying and being in the City of Chesapeake, Virginia, entitled "Subdivision Plat of Cheshire Forest, (Various Phases), Pleasant Grove Borough, Chesapeake, Virginia, which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia.

Please check the table below for the appropriate mapbook and pages for your phase and section.

Phase	Section	Map Book	Page(s)
1		85	105, 105A
1A		91	81, 81A, 81B
2A		95	48, 48A, 48B, 48C, 48D
2B		95	48, 48A, 48B, 48C, 48D
2D		107	56, 56A
3	1	108	105, 105A, 105B, 105C, 105D, 105E
3	2	109	6, 6A
4	1	108	93, 93A, 93B, 93C, 93D, 93E
4	2	109	84, 84A
4	3	110	15, 15A
4	4	110	14, 14A, 148
4	5	111	10, 10A
5	1	109	44, 44A
5	2	109	46, 46A
5	3	110	99, 99A
5	4	110	49, 49A, 49B
DICKENS PLACE		08910	702, 703

Notes on Dickens Place: Located on "Subdivision Plat of Jordan Hall Phase 2," including Parcel ID: 0592003000850, 1 of 7 Lots, including 701 Dickens Place (0592003000870), 701 Dickens Place (0592003000860), 702 Dickens Place (0592003000880), 704 Dickens Place (0592003000890), 705 Dickens Place (0592003000850), 708 Dickens Place (0592003000850), and 709 Dickens Place (0592003000840).

APPLICATION INCLUSION SUGGESTIONS

This spreadsheet is provided as a convenience. The ACC may require further information if they deem it is needed to provide an information decision on your application.

Item	Plat/Google Maps (With item drawn in)	Physical Survey (With item drawn in)	Drawings	Color/ Color Chip	Siding	Windows (Color, dimensions, material)	Drainage	Dimensions	Material	Photos/ Brochure/ Example
Major Building Additions (Including sheds, garages, etc.)		X		X	X	X	X	X	X	Required
Sidewalk/ Walkway		X		X			X	X	X	Preferred
Driveway		X		X			X	X	X	Preferred
Windows				X				X	X	Preferred
Fence (No wire fences)	X			X				X	X	Required
Painting				X					X	Preferred
Gutters				X			X		X	Preferred
Roof				X					X	Preferred
Statue, birdbath, fountain, etc. (Size requiring application)	X			X				X	X	Required
Antennas	X			X				X	X	Preferred
Awnings and Trellises	X			X				X	X	Required
Screened in Porch		X (if porch already exists, a Plat is acceptable)		X	X	X	X	X	X	Required
Deck (Only if VFNP)		X (if porch already exists, a Plat is acceptable)		X	X (if used)			X	X	Required
Retaining Wall	X			X				X	X	Required
Lighting	X			X				X	X	Required
Swimming Pool (Above ground not allowed, in ground: application needed)		X		X			X	X	X	Preferred
Porch		X	X	X	X		X	X	X	Required

For color and material, stating something to the effect of "same as house" is acceptable if appropriate
If replacing items with exact item (including the same material, color, style, and dimensions) no application is needed
If replacing items requiring a physical survey with exact same dimensions, a physical survey is not needed, a plat or Google Maps with the item drawn in is acceptable
Contractor's page must be completed if a contractor is being used. A written proposal, estimate, etc. can not be used instead
Entire application needs to be completed, including the approval/denial page
If all four neighbor signatures can not be completed, the ACC will review to see if the application can be accepted with less than 4

DEFINITIONS

Association: Cheshire Forest Homeowner's Association, Inc., a Virginia non-stock corporation and property owner's association composed of the owners owning Lots in Cheshire Forest, its successors and assigns.

Common Area: All land, improvements and other property and interests owned by the Association from time to time for the common enjoyment of the owners, being more particularly all those certain Lots, pieces or parcels of land with buildings and improvements thereon situate, lying and being in the City of Chesapeake, Virginia, and being known, numbered and designated as Parcel HA-1, as shown on that certain plat entitled "Subdivision Plat of Cheshire Forest, Phase I", Pleasant Grove Borough, Chesapeake, Virginia, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 85, at Pages 105 and 105A.

Lot: Any portion of the Property (with the exception of Common Area) identified as a separate parcel on the tax records of the City of Chesapeake or as shown as a separate Lot on any recorded or filed subdivision plat.

Member: Each holder of a membership interest in the Association.

Owner: Record Owner, whether one or more persons or entities, of fee simple title to any Lot, but does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as otherwise stated herein, "Owner" shall not include one who has merely contracted to purchase any Lot or a tenant. For the purpose of enforcement of the covenants, conditions, restrictions, rules and regulations of the Association, "Owner" shall also include the family members, invitees, licensees and tenants of any Owner, together with any person or parties holding any possessory interest granted by such Owner in any Lot.

VFNP: Visible from Neighboring Property. With respect to any given object, that such object is or would be visible to a person six-foot-tall, standing on part of such neighboring property at an elevation no greater than the elevation of the object being viewed.