

**Bartley Pond Association**

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# Community Handbook



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## **OVERVIEW**

This document adopted by resolution of the Board of Directors August 6, 2003, it supplants all prior publications and statements of Rules and Regulations for the Associations. It is prepared in unstapled and unbound form to facilitate additions and/or revisions over time.

Effective September 1, 2022 the latest revision of this handbook adopted by resolution of the Board of Directors will be socialized and enforced.

The legal structure of the Bartley Pond HomeOwners Association is fully defined in the following documents and every homeowner shall receive a copy of the first three at or before closing.

1. Articles of Incorporation, filed July 24, 2003 with the State Corporation Commission
2. Declaration of Covenants, Conditions and Restrictions, recorded March 20,2003 with the Henrico County Clerk's Office
3. By-laws Published August 6, 2003 as amended
4. Virginia Property Owners Association Act of 1989, as amended
5. Current copy of the Association Handbook as amended September 1, 2022

## **PURPOSE**

The purpose of this document is to provide all residents of the Bartley Pond Association with a reference to the rights, requirements, rules and regulations, at Bartley Pond.

The purpose of the document is to ensure compliance with laws and regulations for the governance of the community, and to provide guidance for decision-making in order to maintain a safe and healthy living environment for all who live here.

Inability to adhere may result in action taken by the Community Management Company and or governing association board. Fines will be assessed as deemed necessary to ensure peace and pleantry and property value for the entire community. The amount will be declared in each section of the handbook where applicable.

## **REVISIONS**

This document will be reviewed annually to ensure it consistently meets the growing needs and changes of the Bartley Pond Community. The Board of Directors will review the document each year in the month of December and will update, revise and distribute as needed.

## TERMS AND DEFINITIONS

TERM	DEFINITION
Assessment	Dues that are owed to the Bartley Pond Homeowners association by way of monthly dues or fines that have been imposed
Association	Bartley Pond Owners association and its successors and assigns
Association Board	Governing body of Bartley Pond Community
BPA	Bartley Pond Association
BPHOA	Bartley Pond HomeOwners Association
Common Area	All real property owned by the association for the common use and the enjoyment of the owners
Contract	a written document especially one concerning employment, sales, or tenancy, that is intended to be enforceable by law.
Declarant	Caskey Construction Company, Inc.
Guest / Visitor	People visiting renters or homeowners and are not listed on the lease or deed of the property
Home Owner	The record owner of the free simple title to any lot which is part of the property
Lot	Any part of land shown on the court subdivision map of the property with the exception of common areas
Member	Person(s) who owns property in the Bartley Pond Community
Properties	Property described in the declaration of covenants
Renter	Person(s) under contract as renting or leasing said property from the homeowner
Vendor	a person or company offering material goods and / or services for sale

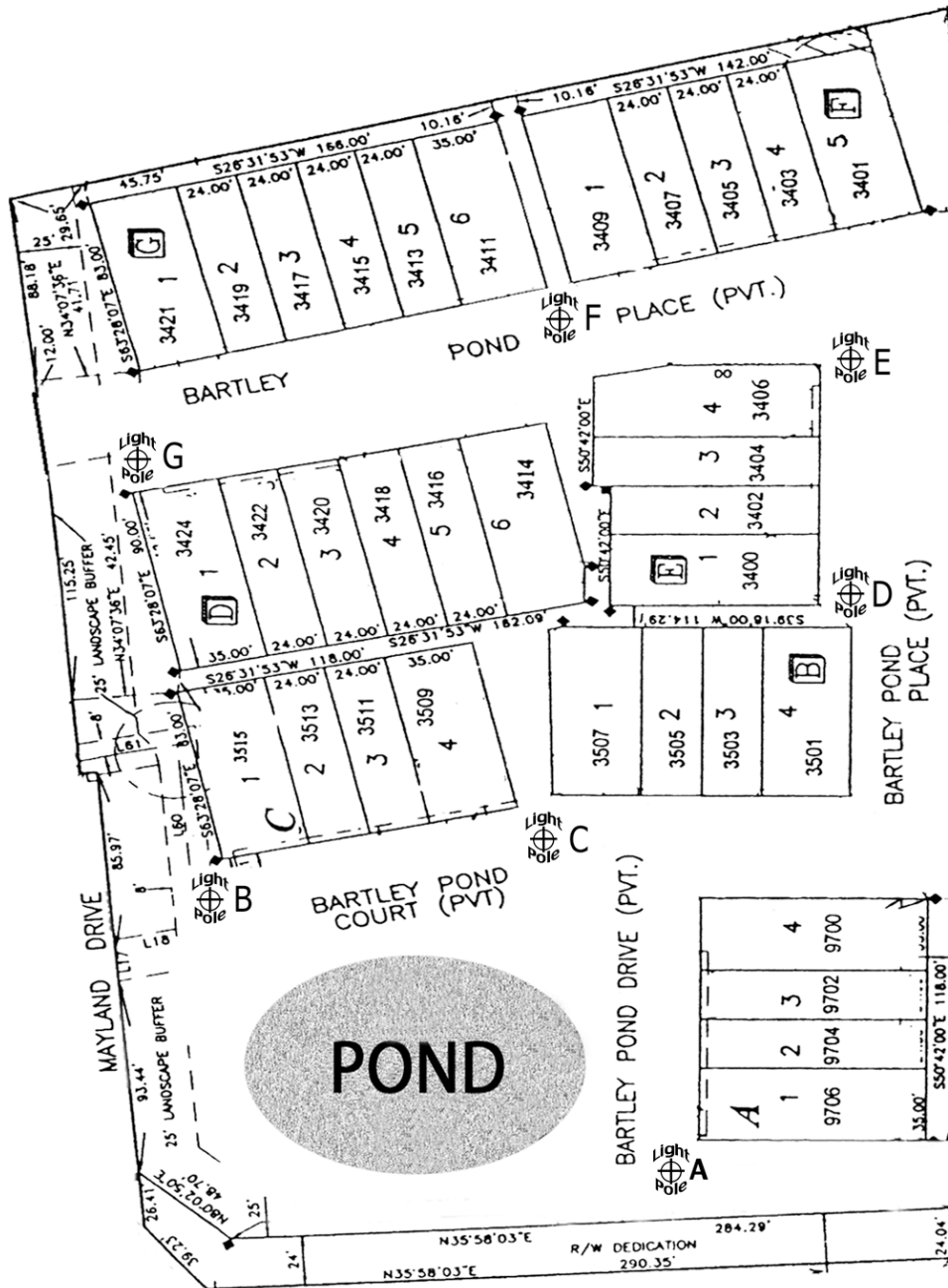
## ROLES AND RESPONSIBILITIES

ROLE	RESPONSIBILITIES
Association Board	<ul style="list-style-type: none"> <li>● Meet regularly every other month to manage the affairs of the BPA</li> <li>● Review all vendor contracts for service to the association</li> <li>● Maintain the Common Area and portions of the exteriors of buildings</li> <li>● Levy and collect regular and special assessments sufficient to carry out the current and long-term obligation of the association</li> <li>● Maintain records of Association activities</li> <li>● Report periodically to the membership</li> <li>● Review, update and approve association budget</li> <li>● Review, update and approve changes to Community Handbook</li> </ul>
President	<ul style="list-style-type: none"> <li>● Shall preside at all meetings of the Board Directors;</li> <li>● Shall see that orders and resolutions of the Board are carried out</li> <li>● Shall co-sign all checks and promissory notes.</li> <li>● Shall sign all leases, mortgages, deeds and other written instruments and promissory notes;</li> <li>● Shall act as liaison to Community Management Company if one specified liaison is required by that organization; and discharge other such duties as may be required by the Board</li> </ul>
Vice President	<ul style="list-style-type: none"> <li>● Shall act in the place of and instead of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board</li> </ul>
Secretary	<ul style="list-style-type: none"> <li>● Shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members</li> <li>● Keep the Seal of the Association and affix it on all papers requiring said Seal</li> <li>● Serve notice of meetings of the Board and of the Members</li> <li>● Keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.</li> <li>● Assure notice of meetings of the members is served;</li> <li>● Assure that current records showing the members of the Association together with their addresses are kept, and</li> <li>● Shall perform such other duties as required by the Board</li> </ul>
Treasurer	<ul style="list-style-type: none"> <li>● Shall receive and deposit in appropriate bank accounts</li> </ul>

	<p>all monies of the Association</p> <ul style="list-style-type: none"> <li>● Shall disburse such funds as directed by resolution of the Board of Directors</li> <li>● Shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a certified public accountant at the completion of each fiscal year</li> <li>● Shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each member</li> <li>● Assure proper books of accounts are kept; cause audits or financial reviews of the Association books to be made as directed by the Board of Directors; and shall prepare an annual budget and a statement of income and expenditures to be presented to the members at its regular annual meeting and to the Board on a regular basis</li> </ul>
Community Management Company	<ul style="list-style-type: none"> <li>● Shall work with each member of the board to carry out duties listed</li> <li>● Shall adhere to the duties outlined via the contractual agreement between them and the community</li> </ul>
Homeowner	<ul style="list-style-type: none"> <li>● Mandated by deed covenant to be a member of the Association, a nonstock corporation with responsibilities to its members</li> <li>● Nominate and or appoint board members</li> <li>● Understand and adhere to the rules and regulations of the Bartley Pond community handbook</li> <li>● The unit owner is responsible for any violations of their association declarations, bylaws, and rules and regulations by the tenant.</li> <li>● Responsible for attending required hearings before the association's judicial panel and settling all fines assessed in the event of a violation performed by the owner or his/her renters</li> </ul>

# COMMUNITY ORIENTATION & BUILDING IDENTIFICATION

The Bartley Pond townhome community was developed from two parcels of land purchased from William and Mary Lee Bartley in August 2001, and Forrest Urban in 2002. The Bartley's had made this land their home for 47 years. Mark E. Caskey, President of the Caskey Construction Company, Inc. a Virginia Corporation is the developer and builder. Frederick D. Edwards with the JJH Corporation coordinated the Real Estate transaction. The total site area is 4.61 acres and is bordered to the north by Mayland Drive and to the west by Pemberton Road. The finished project has entrances on both of those roads. Bartley Pond has thirty-three units along with eighty-one parking space and 2.57 acres of common area.



## **RIGHTS (PROPERTY)**

### **1. Easements of Enjoyment**

- a. Every owner is entitled to the right and easement of enjoyment of his property and the Common Areas
- b. The association shall have the right to dedicate or transfer all or any part of the common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members

### **2. Delegation of Use**

- a. Every owner may delegate, in accordance with the By-laws, his right of enjoyment to the common areas and facilities to the members of his family, tenants or contract purchasers who reside on the property

## **MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and not separate from ownership of any lot which is subject to assessment.

Members shall be owners and shall be entitled to one vote for each lot owned

The Association may suspend the voting rights and the right to use the Common Area for any period during which any assessment is unpaid and for a time not to exceed 60 days for violation of published rules and regulations.

## **GRIEVANCE HEARING**

Whenever the Association receives a complaint that someone may have violated a provision of the Declaration or a rule or regulation adopted by the Board, it will send a letter to the alleged violator requesting that the basis for the complaint be corrected. If the complaint is renewed or is continuous, the Board will convene a Grievance Hearing in closed session to determine if there has been a violation of the Association's governing documents. At the hearing, the alleged violator may explain the circumstances relating to the allegation and may be supported by witnesses and/or counsel. Following the hearing, the Board will determine in Executive Session its conclusions and

any actions to be taken, will be announced for the record in open session, and will be communicated by letter to the alleged violator.

Optional actions by the Board include, but are not limited to: dismiss the complaint, force removal of the violation, levy a charge of up to \$50 for a single offense or up to \$10 per day for a continuing offense up to 90 days, or give the violator more time to solve the problem

## **CHANGE IN OWNERSHIP TENANCY**

The Virginia Property Owners Association Act requires the seller of a lot to include in the sales contract a statement indicating that the lot is located in an area subject to the Act, and to provide the purchaser with a copy of the Association's Disclosure Packet prior to the closing (a fee is charged for the Packet). A Disclosure Packet from the Bartley Pond Association must also be provided.

Each owner and purchaser is required to provide the Property Manager with the name and contact information of the new owner within three days of the property transfer. Likewise, each owner who leases/rents his/her property is required to provide the Property Manager with the name and contact information of the renter along with copy of the current lease signed by of the renter within three days of rental; renters are subject to the rules and regulations of the Association and must be appropriately instructed by the owner.

## **PROPERTY RENTAL**

Every owner renting their property will provide a copy of the lease to the Community Management Company to ensure the terms of the lease comply with the community's rules and regulations. Every owner will also provide a completed copy of the Bartley Pond Parking Form. The Community Management Company will keep a record of resident vehicles on file.

Every owner shall ensure that their renters have a copy of the community handbook with the expectation of compliance. A signed copy of the hand book by the owner and his/her renter will be kept on file by the association.

No owner shall promise any additional parking to a renter other than the two parking spaces deeded to the lot.

Any owners found violating the regulations of the handbook will be asked to comply immediately. If no action is taking within 24 to 36 hours, a daily fine of \$50.00 will be assessed until the problem is resolved

## **FINANCE AND ASSESSMENTS**

The budget of the Association is divided between annual operating expenses and yearly provisions for a reserves fund.

**1. Annual operating expenses may include, but are not limited to:**

- a. Lawn Maintenance and Landscaping
- b. Community Management Service
- c. Trash Removal
- d. General Buildings Repairs
  - i. Shutters
  - ii. Yard light Post
- e. Roof Repairs
- f. Gutter Repair/Cleaning
- g. Insurance
- h. Community lighting
- i. Postage/Printing
- j. Termite Inspection

**2. Reserve fund categories may include but are not limited to:**

- a. Painting
- b. Roof Replacement
- c. Sidewalk/Curb Repairs
- d. Street Asphaltting/Sealing
- e. Gutter Replacement

Homeowners may elect to make payments on a monthly basis, due the first of the month. The entire year may be paid for in advance only of that year. Assessments are levied against each homeowner. In addition, special assessments may be required for specific capital improvement costs.

Annual and special assessments, including any costs and legal fees, are a continuing lien against the owner until paid. Assessments are personal obligations of the owner and may not be transferred to a purchaser. The owner, by acceptance of his deed, agrees to pay duly levied assessments. If the required payment is not received, even after reminder notices to the owner, the delinquent account will be referred to an attorney for collection of the entire remaining balance for that year.

The Association may bring legal action against the owner or foreclose a lien against the property to collect the assessments, costs and reasonable attorney fees.

In the event that a need for association maintenance or repairs is caused by the willful or negligent act of an owner, his family, guest or renter, the cost shall be added to the assessments on that lot.

## **FIRE INSURANCE**

Each owner shall maintain fire insurance with extended coverage endorsement covering improvements on the lot owned. The owner is responsible for providing proof of coverage to the Community Management Company annually. The current Community Management Company will file and keep record of documentation.

## **DESTRUCTION BY FIRE OR OTHER CASUALTY**

Should the improvements be damaged by fire or other casualty, the owner shall cause the same to be repaired and restored substantially in accordance with original plans and specifications therefore or as approved by the Association. The repairs and restoration shall be commenced within 30 days of the damage or loss.

## **GENERAL APPEARANCE**

Each resident is responsible for the orderly exterior appearance of their house and lot.

Monthly compliance inspections will be conducted to ensure homeowners are addressing their responsibilities as members of the community. Please take the time to continuously evaluate your property to ensure any items warranting attention are addressed promptly. It is asked that you pay particular attention to most frequently observed violation issues and ensure they are corrected when necessary:

- Broken / damaged window blinds creating an untidy appearance.
- Trash and debris in the vicinity of your trash can
- Unsightly items stored on front stoops, doors and in rear yards
- Fences and any other improvement installed by the homeowner falling into a state of disrepair such as storm and screen doors, decking patios, post lights etc.

Should the homeowner neglect to maintain their property and its improvement, the Board of Directors retains the right of entry to repair, redecorate, maintain, rehabilitate and restore the lot and the exterior of any improvement with the authority to assess the associated costs to the homeowner's account. This is a step the Board of Directors does not wish to take; however, a lack of cooperation may necessitate such action if voluntary compliance is not met.

### **3. Front And Rear Coach Lights**

The Association requires owners to preserve original coach lights. Usually, these can be repaired at less than replacement cost. Any necessary replacement should conform as closely as possible to the original in design and size. The board must approve any new replacement prior to installation.

### **4. Light Post**

The light posts are required to be on each evening to provide visibility and increased safety for residents of Bartley Pond. Light posts will be checked monthly by the Community Management Company and/or the Community Board. If a light is out the owner will be notified to comply with the community rules. If the light has blown out it will be replaced by the association. Any light post requiring electrical repair is the responsibility of the homeowner.

### **5. Water Hose**

If the resident has a waterhouse in the front yard it should be concealed from the public view to the extent feasible

### **6. Clotheslines**

No exterior clotheslines, permanent or temporary are allowed, front or rear.

### **7. Borders**

Borders of brick, stone, timber or plastic may be placed around trees, shrubbery or flower beds. If the border is in public view, prior written permission must be obtained from the Board. The Board reserves the right to require removal if the owner does not suitably maintain the border.

### **8. Front Stoops**

The homeowner is responsible for maintaining the uniformity and beauty of the front door, and stoop. No unsightly items or decorations will be allowed. This is to include but not limited to, trash, toys, tools and decorations. Using the Henrico Public Schools Calendar, holiday decorations will be allowed. Within 2 weeks of a season passing the homeowner will be expected to remove all decorations.

### **9. Back Yard**

The homeowner is expected to maintain a yard that is harmonious to all living in the community. No one should be leaving food out to feed animals at any time. Mowing areas

should be clean and clear of any animal waste, garbage and food. The lawn care company will not enter or cut grass that has not been cleared. Pergolas and Umbrellas are allowed but should not exceed 9 ft. in height and should be maintained by the owner. If the board feels an item **is unsightly to the community it will have to be removed.** The owner will be responsible for any damages caused by negligence of the owner and or their renters.

#### **10. Lawn Appearance**

Items such as bicycles, toys, grills, etc., must not be left in front of the house, on the sidewalks or street, on the front porch or in the Common Area. These and other items are to be stored inside or at the rear of the house in a manner that does not interfere with lawn care or result in an unsightly appearance.

#### **11. Flowers**

A homeowner may not plant flowers on their lot, outside fences, without approval, providing that such plantings outside of fences do not interfere with Board-approved landscaping in the Common Area. Responsibility for continued care of all new plantings, including watering, weeding, mulching, removal of dead foliage, etc., rests with the owner. For example, all existing azalea and ivy plantings were placed by homeowners, and thus are to be cared for or removed by present owners.

### **NOISE**

Each resident is entitled to the quiet enjoyment of their lot. The sound level of radios (including car radios), stereos, televisions, barking dogs and other noise sources should be governed by the time of day or night, common courtesy and the general consideration of one's neighbors.

### **NOXIOUS OR OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on upon any lot or the Common Area, nor shall anything be done which may become a nuisance to the neighborhood, or which in any way interferes with the quiet enjoyment by each owner of his dwelling unit, or which in any way increases the rate of insurance. Any suspicious and or illegal activity shall be reported to the local Police department for further investigation, as well as the Community Management Company.

## ANIMALS

Dogs, cats or other household pets may be kept on any lot, provided they are not maintained for commercial purposes or in unreasonable numbers (Henrico County ordinance limits the total number of pets to three). However, no animal or fowl may be kept which is obnoxious to neighbors.

Dogs and cats outside the house or fenced yard must either be on a leash or under immediate control: note that physical presence of the handler is necessary. Pets may be confined to a rear-fenced yard (Henrico ordinance requires that shelter, bedding and water be provided if an animal is kept outside for any meaningful period).

In order to minimize attracting rodents, insects and other pests, pet food should not be left outside the house, whether or not in a closed yard, for longer than one hour.

Each dog owner is responsible for "picking up" after their pet, whether in their own, another's yard, or the Common Area. Owners and or renters that are found guilty of failing to adhere to this rule after continued number of 3 notices, and 1 hearing, will be responsible for a \$50.00 fine assessed each month as long as the problem persists, and will furthermore be reported to Henrico County Authorities. Here is why:

1. Animal waste can contain harmful organisms that can be transmitted to other animals and to humans
2. Being a good citizen is looking out for your neighbors so they don't have to worry about stepping in pet waste and spreading it into their homes, vehicles and businesses
3. It's easy to carry a plastic bag with you when you walk your pet and dispose of waste in the trash
4. **It's the law!** State code says: "It shall be unlawful for any person owning, keeping, or having custody or control of a dog to fail to immediately remove the dog's excrement ..." To neglect doing this is a Class 4 Misdemeanor.
5. Picking up waste keeps our environment beautiful and clean.
6. Viruses and worms shed in dog feces can remain active in the feces for long periods of time and can likely be transmitted to other animals in contact with the feces.
7. Waste left on the ground is carried into area waterways and adversely affects underwater life.

## REPAIRS AND MAINTENANCE

Owners should be alert to needed exterior repairs and maintenance. Requests for repairs must be submitted either by phone or in writing to the Property Manager. Following any needed clarification, the Property Manager will determine whether the needed work is an Association

responsibility by referring to the Association's Maintenance Responsibility. If the Association is responsible, the needed work, it will be scheduled; if not, the owner will be promptly notified.

Responsibility for repair/maintenance of any privacy fence, regardless of who installed it initially, and of any storage shed installed initially by a homeowner, rests with the owner of that lot. Responsibility for repair/maintenance of Storage sheds in Bartley Pond that were installed initially by the developer will be as for the basic house unit and will rest with the Association.

## **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure may be placed upon a lot, nor shall any exterior alteration or addition be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location have been submitted via the [Architectural Modification Request Form](#), and approved in writing by the Board or the Architectural Committee appointed by the Board. Consideration is given to harmony of exterior design and location in relation to surrounding structures and topography.

The Association interprets this requirement to extend to the removal or planting of trees or shrubs, and the placement of borders around trees, shrubbery or flowerbeds if the border would be in public view and should submit the request via the [Landscaping Modification Request Form](#). Considerations for approval include location, height, lawn maintenance requirements, and potential for damage to walkways, foundations, roofs, siding or water/sewer mains.

If approval is granted for an alteration or addition, it is understood that the owner assumes responsibility for maintenance of the same. Should the owner fail to maintain the alteration or addition, the Association may rescind the approval and require restoration to the original condition.

A copy of the request and of the approval/denial shall be made a permanent part of the Association's file on that lot.

### **1. Fences**

No fencing will be allowed at the front of any Bartley Pond Townhomes. The homeowner may install a rear privacy fence provided that prior written approval has been obtained from the Board. An owner may not attach a fence to that of a neighbor without prior permission of that neighbor. Fences must be of a design already approved for use at Bartley Pond, must not extend beyond the rear lot line, must be between 72-76 inches in height, be installed with the flat side out with all supports on the inside, and with posts securely anchored in concrete. The design of the installed fence must match the current design of the community to ensure the property continues to remain uniform.

- Current Design

- White pvc vinyl
- 6' privacy fence
- No top decorations
- Rear access gate at least 40" wide

## **2. Cable TV and Satellite Dishes**

Cable TV lines must be obscured from public view to a reasonable extent and must not be strung from windows or looped over the roof. Any satellite dish should be placed as unobtrusively as possible at the rear of the house only. Installation should not compromise the integrity of the house structure.

## **3. Additional Storage Sheds**

The homeowner may install an additional storage shed on his lot, provided that prior written approval has been obtained from the Board. The shed must be located inside a privacy fence, and generally be of the size, design and color of previously installed and approved sheds.

## **4. Storm Doors**

The homeowner may install storm doors, front or rear, provided that prior written approval has been obtained from the Board. Storm doors must be of an approved design and color.

- Current Design
  - White trim
  - Full view glass
  - Brass hardware

The homeowner may not install an entry door, front or rear, which differs in design from the original. A brass kick plate and peephole may be installed without permission.

## **5. Exterior Painting**

The Association is responsible for replacement of siding or brick, exterior painting of town homes and for color selections. Owner choice of door colors may be available from options selected by the Board.

## **6. Windows, Screens and Mullions**

The homeowner may not install windows that differ in design from the original, except that paintable vinyl may be used in place of wood. If the homeowner desires to utilize screens

and or mullions, such are to be maintained so as to give a neat and orderly appearance. Screens and mullions are the responsibility of each homeowner. Mullion patterns must remain the same as the original pattern.

## **7. Awnings and Sun Porches**

The homeowner may install an awning or sun porch at the rear of his house, provided that prior written approval has been obtained from the Board. Colors must harmonize with existing house colors, and sight lines must not be intrusive to neighbors or the public. Structural integrity of the house or siding shall not be compromised.

## **8. Jacuzzis / Spas**

The homeowner may install a Hot Tub on his lot, provided that prior written approval has been obtained from the Board. The Hot Tub / Spa must be located inside a fenced rear yard and must be kept locked when not in use

## **TERMITE INSPECTION**

The Association will have all lots inspected annually for evidence of termites. The inspection, which covers the exterior foundation and crawl space, if any, will not include interior areas or treatment for any termites that may be found. The homeowner will be promptly notified of any positive findings and allowed 30 days to obtain treatment and provided proof of treatment.

## **TRASH/GARBAGE CONTAINERS**

Garbage is picked up once weekly. Pickup is on Fridays as long as weather and or holidays permit. Notification via newsletter or other written notice will be provided to owners and residents should there be a change in this schedule.

Each resident must maintain and keep at least two (2) **Garbage cans** updated to a board-approved standard. The brand is Toter and you can choose from the 64 gallon or 96 gallon option. For your convenience, item and model numbers of the cans are listed below and can be found at Lowe's (they are sold by other retailers as well)

1. 64 gallon: Item #20990 Model #025564-01GRS
2. 96 gallon: Item #93813 Model #025596-01GRS

The container(s) must be placed at the rear of the house inside the privacy fence. A container bin is encouraged but, in any event, the resident must keep the container area neat and free from debris. Household garbage and small trash must be put into plastic bags, the bags tied and placed inside the container(s), and the container lid securely fastened.

Removal of large discardable items is the responsibility of the resident; such items must not be left in visible sites for an unreasonable period of time. The items should be taken to the County Landfill or be otherwise disposed of.

Owners and or renters that are found guilty of failing to adhere to this rule, after a number of 3 notices, 1 hearing will be responsible for a \$50.00 fine assessed each month as long as the problem persists, and will furthermore be reported to Henrico County Authorities.

## **PARKING**

Lot ownership entitles the resident to the regular use of two (2) parking spaces, each of which is marked with the address number. Spaces marked "Visitor" in front of each building are for use by "true" visitors or guests of the owners and may not be used by owners or renters on any continuing basis. Any vehicle parked in Visitor parking must have a visitor pass or they will be towed between the hours of 11pm to 8am seven (7) days per week. Visitor signs are clearly marked at the front of each space. There are currently only 17 visitor spaces available to the entire community. They are not for private use.

Parking a vehicle is only allowed in designated spaces. Parking in fire lanes is prohibited by law. Please report fire lane violations to the Henrico County police at 804-501-5000. Vehicles may not exceed the dimensions of a Bartley Pond parking space (18 long x 9 wide), nor be so large as to prohibit reasonable access to neighboring vehicles and encumber sidewalk passage.

The designated towing provider for the Bartley Pond Homeowners Association will have signs posted on the property so that the community is aware. In no event shall the Bartley Pond Homeowners Association, or any of its officers or directors, be responsible for any loss, damage or expense resulting from the towing of a vehicle from Bartley Pond. The towing company can and will tow if any vehicle is parked in a prohibited area as outlined in this document.

Please be advised that if owners or renters with more than two vehicles parked in the visitor spots or fire lanes on a continuous basis, will be towed at the owner's expense. Vehicles must be parked within the parking lines. A vehicle parked without permission in a space designated for another house will be towed at the owner's expense as allowed by law.

Recreational vehicles or abandoned, inoperative or improperly licensed vehicles are not permitted and will be towed at the owner's expense. Commercial trucks are allowed to park in front of the townhouse buildings only when engaged in repair, maintenance, construction or moving activity. If the owners or their renters have more than the allotted 2 cars, parking will need to be obtained elsewhere.

A system to identify two (2) vehicles (max) associated with each unit at any time shall be in place. All Homeowners and their renters are required to complete the Bartley Pond Parking Form. If it is determined by the association that an owner(s) or their renter(s) are violating the community parking rules, the association reserves the right to have the offender's vehicle towed at the offender's expense. Owners or renters who own more than 2 vehicles may not use the Bartley Pond Community property to park their vehicles on a continual basis. Visitor parking can be utilized for U-hauls (or other temporary moving/relocation vehicles) for 24- 48 hrs.

If you have a guest / visitor scheduled to be on the property within the scheduled towing hours, you must arrange to have a visitor pass prior to their arrival. The homeowner must register that vehicle with the association management office to obtain a visitor badge and to avoid the vehicle being towed. If there is a need for use of long term visitor parking a formal request will need to be submitted using the **"Bartley Pond Parking Form"** to the community management company in writing 5 days prior to the date needed for use. The Community Management Company reviews and determines if the request falls in line with the current long term parking policy before a visitors pass can be obtained. Guests scheduled to be on site longer than 48 hours will need to arrange for parking outside of the Bartley Pond Community unless a approved visitor pass has been obtained.

Vehicles will be only tagged once; vehicle identification will be recorded for future use. One tag only will be issued for parking violations, after that, a vehicle will be towed without further notice.

All vehicles found to be in violation may be subject to being towed at the owner's expense. Vehicles must be parked within the parking lines. A vehicle parked without permission in a space designated for another house, or in a fire lane, or blocking the entrance or exit of another vehicle, is subject to towing at the owner's expense.

Owners may have unauthorized vehicles towed at the offender's expense from either of their numbered parking spaces. Occupants may call the towing contractor directly, if there has been a violation in their space. They must provide their name, phone number, address, a description of the vehicle to be towed, and the space number from which the vehicle is to be towed. It is a requirement of the towing service that the person requesting the tow show an I.D or proof of ownership at the residence. Only designees of the Board of Directors may have vehicles towed for violating the other provisions of the parking rules.

Boats, other watercraft, trailers, campers, recreational vehicles, or abandoned or inoperative or improperly licensed vehicles are not permitted in any area, and are subject to towing at the owner's expense. Commercial trucks are allowed to park in front of the townhouse buildings only when engaged at the moment in repair, maintenance, construction or moving activity.

Motorized vehicles are permitted on grassy areas only on occasions of necessity and never merely for simple convenience or pleasure.

## **SPEED LIMIT**

The speed limit on all Bartley Pond streets is 15 mph.

## **SIGNS**

Only signs advertising a lot for sale are allowed. The single sign allowed must be of standard 24 x 18-inch size, not taller than 30 inches, and placed near and parallel to the front fence or shrubbery. A single directional sign in conjunction with a sale similarly sized, may be placed at one or more entrances to the community. The diameter of the sign support may not be greater than one inch. Under no circumstances shall a wood post with hanging signs be allowed on any lot for any length of time.

## **LAWN MAINTENANCE**

The Association contracts with a lawn service for grass cutting, aerating, fertilizing, over seeding, pruning, leaf-removal, etc. Representatives are on site one day weekly during the spring, summer and fall seasons. If the homeowner desires the lawn service to cut grass inside a privacy fence, the gate must be open on that day, no pets shall be present in the yard, and the yard must be clear of toys, debris, wastes, etc. Neither the Association nor the service contractor will be responsible for damage to articles (toys, equipment, etc.) left in grassy areas inside or outside of privacy fences. The lawn service is not responsible for weeding in private flowerbeds.

Because our grounds contract does not include watering of our lawns, owners and residents are encouraged to water the lawn in their front yard, inside and outside any fences, during periods of drought.

## **SNOW REMOVAL**

The Association contracts for plowing streets (when depth reaches four inches), but not for snow removal on sidewalks, walkways, steps or porches.

When de-icing sidewalks or walkways, homeowners should only use calcium chloride, which is effective, less corrosive, and available at most garden and hardware stores to de-ice walkways or sidewalks.

## COMMUNITY FORMS

As the need arises to engage with the Community Management Company the forms listed below are to help with navigating your concerns, requests and violations within the Bartley Pond Community. Please use them as directed.

### BARTLEY POND DISCLOSURE PACKAGE REQUEST FORM

**Instructions:** Please contacted the Community Management Company for details

- **Address:** myStreet Community Management ~ Attention: Bartley Pond Manager  
7231 Forest Avenue, Suite 102, ~ Richmond, VA 23226.
- **Email:** [jennifer@mystreetva.com](mailto:jennifer@mystreetva.com)
- **Phone:** 804-359-2895

# BARTLEY POND ARCHITECTURAL MODIFICATION REQUEST FORM

## ARCHITECTURAL MODIFICATION CHECKLIST

### ALLOW UP TO 30 DAYS FOR THE APPROVAL PROCESS

INCOMPLETE SUBMITTALS WILL CAUSE DELAY IN APPROVAL PROCESS.

*PLEASE READ CHECKLIST CAREFULLY.*

Below is a listing of items that are required to accompany the application  
**prior** to review by the Architectural Review Committee (ARC).

### ***ALL SUBMISSIONS REQUIRE ITEMS 1 - 4 BELOW.***

#### 1. **Application**

Complete Homeowner information (name, address, telephone, email).  
Homeowner's signature(s)  
Approximate start and completion dates  
Modification Description

*Please review your **Association Documents and Design Guidelines**  
**BEFORE** submitting any application.*

2. **Provide Plat** - Improvement location must be marked on plat and submitted with application.

3. **Landscape Plans** - Show a diagram of your house and location of the landscaping improvements and submit with application.

4. **Material Description** – Attach a detailed, drawing, photo or picture of improvement requested.  
List all materials and type under “Modification Description”.

**Send completed application , plat and plans, via mail, fax or email to:**

#### **myStreet Community Management**

7231 Forest Avenue, Suite 102

Richmond, Virginia 23226

**Phone** (804) 359-2895

**Fax** (804) 359-8122

**E-Mail** [info@mystreetva.com](mailto:info@mystreetva.com)

Failure to follow these requirements and procedures may cause your request to be delayed pending submission of additional information and documentation to the Architectural Review Committee. An incomplete application may affect the time limits for approval.

# ARCHITECTURAL MODIFICATION REQUEST

Community Name:

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Homeowner(s) Name: \_\_\_\_\_ Address: City Zip EMail:

Home Phone: Work Phone: \_\_\_\_\_ Start Date: Anticipated Completion Date:

**1. My Association Fees are Current \_\_\_\_\_ YES \_\_\_\_\_ NO**  
***Association Fees must be current in order to be approved.***

**2. MODIFICATION(S) BEING SUBMITTED:** (Please check all that apply)

- \_\_\_\_\_ Addition (description) \_\_\_\_\_
- \_\_\_\_\_ Driveway, sidewalks
- \_\_\_\_\_ Fence
- \_\_\_\_\_ Landscaping: \_\_\_\_\_ Front Yard \_\_\_\_\_ Side Yard \_\_\_\_\_ Rear Yard
- \_\_\_\_\_ Lighting/Electricity/plumbing
- \_\_\_\_\_ Paint
- \_\_\_\_\_ Patio: \_\_\_\_\_ Brick \_\_\_\_\_ Concrete \_\_\_\_\_ Stone
- \_\_\_\_\_ In-Ground Pool
- \_\_\_\_\_ Satellite Dish (preferred location is rear of yard)
- \_\_\_\_\_ Shed ( siding and roof materials and color to match home, reference Design Guidelines for foundation requirements and note materials and foundation type in "Modification Description" \_\_\_\_\_ Storm Door (front door must be full glass)
- \_\_\_\_\_ Swing Set
- \_\_\_\_\_ Tree Planting (include #) \_\_\_\_\_ Front Yard \_\_\_\_\_ Side Yard \_\_\_\_\_ Rear Yard
- \_\_\_\_\_ Tree Removal: (include #) \_\_\_\_\_ Front Yard \_\_\_\_\_ Side Yard \_\_\_\_\_ Rear Yard
- \_\_\_\_\_
- Other \_\_\_\_\_

**3. Is a Building Permit Required?: \_\_\_\_\_ YES \_\_\_\_\_ NO**

If yes, what are the required inspections: \_\_\_\_\_

Construction must meet all zoning, building codes, and laws of the County. For further information regarding zoning and permits call your County office. Further, nothing herein contained shall be construed as a waiver or modification of any such code or law.

**4. Utilities:** Where applicable, utility easements are to be marked before excavation is started. This service is provided free of charge by Miss Utility and is required to provide your safety when putting up a fence, or just landscaping. For location of underground telephone, cable

TV, electric, gas, water and sewer lines, call Miss Utility at 800-552-7001 (call 72 hours before you dig).

5. Will any of the modifications inhibit the proper flow of rainwater runoff or conflict with any other natural aspect of the land? \_\_\_\_\_YES \_\_\_\_\_NO

**6. Modification Description**

You must provide a plat marking the location of improvement and distance to all property lines. Attach any other plans or drawings. Describe below improvement including materials and dimensions.

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**Fence Type:** \_\_\_\_\_ **Material** \_\_\_\_\_ **Height** \_\_\_\_\_ **Picket Spacing** \_\_\_\_\_

**Vertical slats** \_\_\_\_\_ **Post** \_\_\_\_\_ **Post Intervals** \_\_\_\_\_ **# of Gates** \_\_\_\_\_

**Note:** Fence and gate location must be noted on plat.

Landscape additions or removals require:

Name(s) of plants:

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**Note: Show location of new plantings or removal on attached drawing or plat.**

7. Does Improvement meet all standards and requirements in Association Documents and Design Guidelines? \_\_\_\_\_ Yes \_\_\_\_\_ No

**FURTHER, I/WE DO agree and understand:**

1. The above statements are true;
2. I/we assume total responsibility for the upkeep and maintenance of any modification(s) made to the lot;
3. I/we accept total responsibility and liability for any modification(s) approved

and otherwise release the named HOA from claim regarding the modification(s);  
4. Upon completion, I/we shall inform the ARC for final inspection (**send Notice of Completion Form**). 5. I agree work shall begin within 3 months and be completed within 6 months of approval date.

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HOMEOWNER OF RECORD PHONE NUMBER DATE

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HOMEOWNER OF RECORD PHONE NUMBER DATE

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\_\_\_\_\_/\_\_\_\_\_  
ARCHITECTURAL REVIEW COMMITTEE, DATE BOARD OF DIRECTORS, DATE CHAIRPERSON  
APPROVAL OFFICER APPROVAL

**Please Initial:** \_\_\_\_\_ NOTE: Plans that are approved are not to be considered authorization to change the drainage plan as installed by the developer. Owner may also need to acquire approval from the County for permission to encroach within County easement. **ALLOW UP TO 30 DAYS FOR**

### THE APPROVAL PROCESS

**Submit to:**  
**myStreet Community Management**  
**7231 Forest Avenue Suite 102 Richmond, VA 23226**  
**Phone (804) 359-2895 \*\*\* Fax (804) 359-8122 \*\*\* E-Mail [info@mystreetva.com](mailto:info@mystreetva.com)**

## NOTICE OF COMPLETION FOR HOME IMPROVEMENT(S)

This form must be submitted **upon completion** of home improvements.

Complete and return form via mail, fax or Email AFTER installation of improvement has been completed to:

**myStreet Community Management**

7231 Forest Avenue, Suite 102

Richmond, Virginia 23226

**Phone** (804) 359-2895

**Fax** (804) 359-8122

**E-Mail** [info@mystreetva.com](mailto:info@mystreetva.com)

HOME OWNER NAME (PRINT) DAY PHONE NUMBER

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ADDRESS

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IMPROVEMENT(S) APPROVAL DATE

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COMPLETION DATE

*Signature of Owner:* \_\_\_\_\_

**Note:** *Owners are responsible for the maintenance and upkeep of additions and modifications to their property.*

# BARTLEY POND PARKING FORM

**Instructions:** *Please Circle whose vehicles are being identified below.* This form should be completed and submitted within 72 hours of any vehicles being on the property that is to include current or future residents and is used to:

1. Register **owners** vehicles not to exceed 2
2. Register **renter's** vehicles not to exceed 2
3. Register **visitor's** vehicles not to exceed 5 (for the approved time period)

Please print, complete and submit the following form to:

- **Email:** [bartleypondassoc@gmail.com](mailto:bartleypondassoc@gmail.com) **Subject Line:** Car Registration
- **Address:** myStreet Community Management ~ Attention: Bartley Pond Manager  
7231 Forest Avenue, Suite 102, ~ Richmond, VA 23226.

\_\_\_\_\_/\_\_\_\_\_  
Name Phone Number

\_\_\_\_\_/\_\_\_\_\_  
Address Number Street Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
City State Zip Code

## Car #1

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Color Make Model Plate#

## Car #2

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Color Make Model Plate#