

CREEK'S EDGE AT STONY POINT TOWNHOMES HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS (Rev. 05/22/2024)

GENERAL

1. Creek's Edge at Stony Point Town Homes Homeowners Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors. Unless otherwise defined herein, terms used herein and beginning with a capital letter shall have the meaning ascribed thereto in the Bylaws of the Association (the "Bylaws"). These Regulations are supplemental to the Declaration and Bylaws and, in the event of a conflict, the Declaration, then the Bylaws, and then the Regulations shall govern.
2. Wherever in these Regulations reference is made to "Owner(s)," such term shall apply to the Owner of any Lot, to such Owner's tenants whether or not in residence, and such Owner's (or such tenant's) household, servants, employees, contractors, agents, visitors, guests, invitees, or licensees. Wherever in these Regulations reference is made to the "Association", such reference shall include the Association and the Property management company when the Property management company is acting on behalf of the Association. Wherever in these Regulations reference is made to the "Property", such reference shall mean the physical area comprising The Creek's Edge at Stony Point Town Homes and Villas development in Richmond, Virginia, including the Common Area and all Lots. Wherever in these Regulations reference is made to the "Home", such reference shall mean the Lot and any improvements constructed or to be constructed on the Lot.
3. **EACH OWNER SHALL BE RESPONSIBLE FOR REPORTING PROMPTLY TO THE PROPERTY MANAGEMENT COMPANY ANY KNOWN ROOF OR OTHER EXTERIOR WATER LEAKS OR DAMAGE AND OTHER MAINTENANCE ISSUES. FAILURE OF AN OWNER TO PROMPTLY REPORT DETECTED OR READILY DETECTABLE MAINTENANCE ISSUES SHALL RELIEVE THE ASSOCIATION OF ITS OBLIGATION TO REPAIR SUCH ISSUES AND ANY ASSOCIATED DAMAGE FOR THE OWNER. ANY SUBSEQUENT REPAIR WILL BE AT THE SOLE COST OF THE OWNER, UNLESS WAIVED AT THE SOLE DISCRETION OF THE COVENANTS COMMITTEE.**
4. The Owners shall comply with all the Regulations hereinafter set forth governing their Homes and the Common Area.
5. The Association reserves the right to alter, amend, modify, repeal, or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

RESTRICTIONS ON USE

6. Upon request by the Board of Directors or the Property manager, each Owner shall submit a completed Creek's Edge at Stony Point HOA information form to the Property management company to ensure the HOA records are accurate at all times for current Owner contact information, emergency information, vehicles, pets, and insurance.

7. No part of a Home shall be used for any purpose except housing (and other uses incidental thereto). Other than any Home designated by the Declarant or Board of Directors for non-residential use, each Home shall be used as a private residence.
8. No Owner shall obstruct any of the Common Area nor shall any Owner place or cause or permit anything to be placed on or in any of the Common Area (except the areas designated for construction staging or storage by the Declaration or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written consent of the Board of Directors or the Covenants Committee, as appropriate.
9. Architectural and landscape modifications are governed by Architectural Design Guidelines. Proposed changes to the exterior of a Home or landscaping require the prior approval of the Board or the Covenants Committee. A change request form for proposed changes must be submitted by completing the Application for Exterior Modifications/Landscape Approval form (ARC). Any approved exterior or landscaping modification that requires an Owner to provide ongoing maintenance (i.e. adding a satellite dish or artificial turf) must be disclosed when a contract of sale is made on the Home. In addition, no Owner may decline or redirect work performed by the Association's contracted landscapers, Property management company, and/or vendors by any method, including, but not limited to the use of signs or tape of any color to reject or modify contracted services. Any exceptions must be preapproved by the Landscape Committee and/or the Board.
10. The Common Area shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Homes. The sidewalks, stairs and drives shall be used for no purpose other than for normal transit.
11. Nothing shall be done or kept in any of the Common Area or Homes that will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Covenants Committee. No Owner shall permit anything to be done or kept in his/her Home or on the Common Area which will result in the cancellation of insurance on the Home or Common Area or contents thereof or which would be in violation of any public law, ordinance, or regulation. No gasoline or other explosive or inflammable material may be kept in any Home. No barbeque grill or other similar cooking device, regardless of the type of fuel, may be used for cooking under covered areas such as porches or garages. No waste shall be left on the Common Area or Limited Common Area.
12. All garbage and trash must be placed in approved receptacles designated for refuse collection. Trash and recycling receptacles shall be clean, undamaged, and consistent with other receptacles on the Property. Trash and recycling receptacles shall be stored inside the Home (garage), except when placed curbside for pick-up. No trash and recycling receptacles shall, at any time, be stored on balconies, porches, stoops, landings, breezeways, patios, sidewalks, driveways or elsewhere on any Lot or Common Area. The Covenants Committee may designate areas on the Common Area for the placement of trash and recycling receptacles serving the Common Area. Trash and recycling receptacles may be placed by the curb in an orderly fashion up to 12 hours prior to pick-up and must be removed and stored within 12 hours after pick-up.
13. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs, tables, umbrellas, or other articles of personal property be left unattended in the drives, parking areas, sidewalks, or lawns or elsewhere on the front of any Lot or in any Common Area. No personal property of any kind (other than grills*, porch furniture, living plants being maintained by the Owner or as otherwise permitted under the Regulations) shall be stored on the porches, stoops, or balconies of the Home. (*Grills are not to be stored or used on the front of any Lot.)

14. Each Owner shall keep the interior of his/her Home free of trash and in a good state of preservation, repair, and cleanliness. No Owner shall sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, patios, or balconies thereof, any dirt, trash, or other substance. No Owner or guest or invitee of an Owner shall discard any trash or cigarette waste on any Lot or on the Common Area.
15. Pest and bug control within a Home or on a Lot is the responsibility of the Owner. The Owner shall reimburse any pest or bug control expense incurred by the Association due to the unclean condition of a Home. Annual termite inspections and treatment (as required) are provided by the Association.
16. Nothing shall be done in any Home or on the Common Area which may impair the structural integrity of a building, or which may structurally change a building, nor shall anything be altered or constructed on or removed from the Common Area, except upon the prior written consent of the Covenants Committee.
17. No improper, offensive, or unlawful use shall be made of a Home or the Common Area, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense. The Association and the Board of Directors must comply with all such laws and have the right, but not the obligation, to enforce civil or criminal laws; the Association and the Board of Directors have no liability to any Owner or other Person for any violation of such laws by others.
18. No Owner shall make or permit any disturbing noises in its Home or otherwise on the Property or do or permit anything which will interfere with the rights, comforts, or convenience of other Owners. All Owners shall keep the volume of any stereo, radio, television, musical instrument, or other sound producing device at or in the Home or in any vehicle sufficiently reduced at all times so as not to disturb other Owners.
19. Except for permitted non-residential uses by Declarant and its agents and for limited home office use (i.e. no foot traffic or customer visits permitted), no industry, business, trade, paid childcare, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Property where the quiet residential enjoyment by the residents would likely be disturbed.
20. No Owner shall lease a Home other than on a written form of lease: (1) requiring the tenant to comply with the Bylaws, the Rules and Regulations, and the Pool Rules; (2) providing that failure to comply constitutes a default under the lease; (3) that is in no event for an initial period of less than six (6) months; and (4) providing that after forty-five (45) days prior written notice to the Owner, the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor in the event of a default by the tenant under the Bylaws, the Rules and Regulations, or the lease. No Home or any portion thereof shall be used or occupied for transient or hotel purposes, such as Air B&B. Owners must promptly advise the Board of Directors and the Association's Property manager of any lease of the Property, including the name(s) of the tenant(s), contact information of the tenant(s) (i.e. phone, email, etc.), and start and end dates of the lease. Roommates shall be considered to be tenants of the Owner for all purposes hereunder and shall be limited to no more than one (1) roommate per bedroom.
21. Except as specifically set forth below or in the Declaration or Bylaws, no "Open House," "For Sale," "For Rent", or "For Lease" signs, or other window displays, or advertising may be maintained or permitted on any

part of the Common Area or on any Lot. The right is reserved by the Declarant to place "Open House," "For Sale," "For Rent", or "For Lease" signs on any unsold or unoccupied Homes or Lots and on the Common Area. Each Owner or Mortgagee who may become the Owner of any Home may place one (1) "For Sale" or "For Rent" sign either (i) on the exterior of such Home, or (ii) on the Lot or ground of the Common Area with ten (10) feet of the exterior of such Home. Any such signs shall be professionally made and installed and shall not exceed twenty four (24) inches by thirty (30) inches in dimension.

22. No flags, blankets, sheets, or other materials not specifically designed, as window coverings shall be used as window covering on any window of any Home. No reflective foil or window tinting shall be used on any exterior window or otherwise on any window visible from the exterior of any Home. No pictures, posters or other item may be placed against or affixed to the glass of any window so as to be visible from outside of the Home. Opaque window film may be applied on the inside glass of the front door of a Home with the written approval of the Covenants Committee.
23. Except as provided below, no Owner other than the Declarant shall cause or permit anything to be hung, displayed, or exposed on the exterior of a Home or the Common Area, whether through or upon the windows, doors, masonry, railings, patio, or balcony of such Lot. This prohibition includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any window, exhaust fan, air conditioning apparatus, vent, pipe, or other items that penetrate the exterior of the Home be installed by the Owner without the prior written consent of the Covenants Committee. An Owner may, however, install (i) a satellite dish permitted by Section 207 of the Telecommunications Act of 1996 in accordance with the approval granted by the Covenants Committee in each instance; (ii) seasonal decorations; (iii) hanging living plants that are maintained by the Owner; (iv) up to one (1) decorative flag per Home mounted in an approximately horizontal position, the pole shall not exceed six (6) feet in length from five (5) to seven (7) feet above grade, which flag shall be no larger than three (3) feet by five (5) feet in dimension, and must be generally non-offensive in nature; and (v) up to two (2) decorative garden flags per Home installed at ground level with total size not to exceed two (2) square feet in dimension and that are generally non-offensive in nature. No clothesline, clothes rack or any other device may be used to hang any items on any window, patio, or balcony, nor may such devices be used anywhere on the Property. No patio or balcony shall be enclosed or covered by an Owner without the prior written consent of the Covenants Committee.

PETS

24. No livestock, poultry, or reptiles of any kind, regardless of number, may be maintained, kept (for breeding purposes or otherwise), boarded or raised, in any Home or upon the Common Area. Only the keeping of orderly domestic pets (e.g., dogs, cats, or caged birds) not to exceed two pets per Home is permitted without the approval of the Covenants Committee. Aquarium fish and other limited species of animals which do not normally leave the Home, and which do not make noise or pose a health risk, are also permitted without the approval of the Covenants Committee.
25. A pet may be maintained in a Home only for so long as it is not a nuisance. Any such pet causing or creating a nuisance or any unreasonable disturbance or noise shall be permanently removed from the Property by the Owner upon fifteen (15) days written notice from the Covenants Committee. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, or unhygienic offensiveness.
26. All pets must be leashed or carried and accompanied by a person whenever they are outside of a Home. This includes, but is not limited to, Owners' yards, sidewalks, and all Common Areas and Property. Pets may never

be unattended. This provision does not apply to pets contained in back yard areas that are fully fenced by a physical fence as long as the pet is under the immediate voice control of an owner or other caretaker.

27. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets and shall indemnify and hold the Association, each Owner, and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet on the Property.
28. All pets that leave the Home must be properly licensed and inoculated as required by law and up to date.
29. Owners of pets walked upon the Property must promptly clean up their pet's droppings in all areas.
30. Any damage to any Common Area or equipment caused by an Owner or such Owner's pets shall be repaired at the expense of the Owner.

PARKING AND STORAGE

31. The only reserved parking for your car is on your Property. Each Owner is required to utilize the parking spaces provided in their garage and driveway/parking pad for their personal cars. On-street parking is limited to designated areas that are striped for parking and is generally for the use of visitors and guests. Vehicles parked on the street without being moved for 14 days will be considered abandoned and may be towed at the Owner's expense. Such vehicles will be tagged with a 72-hour warning notice prior to towing.
32. No personal property (including unused vehicles) may be stored on the Common Area without the prior approval of the Covenants Committee. Trailers, campers, recreational vehicles, boats, and other large vehicles may not be parked on the Property, unless expressly permitted by the Covenants Committee. No junk, derelict, abandoned, or other vehicle for which a current registration (including current license plates) and inspection sticker have not been obtained and applicably displayed shall be kept upon the Property.
33. Only emergency vehicle repairs are permitted in public view on the Property. Non-emergency vehicle repairs and maintenance may be made out of public view in the privacy of an Owner's garage.
34. No vehicle shall be parked on the Common Area with conspicuous "For Sale" signs attached.
35. All Owners shall observe and abide by all applicable parking and traffic regulations posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense.
36. No vehicle shall be parked in a manner that impedes traffic flow or access to fire hydrants or any portion of the Property by emergency response vehicles. Parking so as to block sidewalks, driveways, drive aisles, garage doors, dumpster areas, adjacent parking spaces and access to the Common Areas shall not be permitted. If any vehicle owned or operated by an Owner shall be illegally or improperly parked or abandoned on the Property, such Owner shall hold the Association harmless from any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived, as applicable. The Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal or improper parking or abandonment, and any consequences thereof. Any vehicle parked in violation of these or other restrictions contained in the Declaration or By-Laws may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty four (24)

hours from the time a notice of violation is placed on the vehicle. Any such vehicle may be towed immediately without notice if such vehicle is impeding traffic, creating a safety hazard or has been previously cited for a similar violation. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive the notice for any other reason, shall be grounds for relief of any kind. An affidavit of the Person posting the notice stating that it was properly posted shall be conclusive evidence of proper posting.

RECREATIONAL AND COMMON AREA; POOL

37. All Persons using any of the Common Area do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No Owner shall make any claim against the Association or Declarant, or their servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational areas or Common Area. Each Owner shall indemnify and hereby holds the Association and Declarant harmless from any and all costs (including, without limitation, attorneys' fees and court costs), liability, claims and causes of action arising out of the use of the Common Area by the Owner. No wading or swimming is allowed in the fountain located by the mail kiosk, the detention pond, or any other body of water not specifically designated for swimming.
38. Pool use is only for Owners and their guests in accordance with posted rules. Certain use of the pool and clubhouse facilities at Creeks Edge Apartments is permitted upon individual request and payment of applicable fees. Reciprocal use of the Town Homes Pool by apartment renters and their guests is *not* allowed. Smoking at the pool is not allowed. Pool users are asked to be thoughtful and courteous to other users and to adjacent Owner properties, especially regarding noise control. All Owners shall keep the volume of any sound producing device used at the pool or clubhouse sufficiently reduced at all times so as not to disturb other users or Owners.

MOVING

39. Move-ins and move-outs are restricted to the hours between 8:00 a.m. and 9:00 p.m., Monday through Sunday. Each Owner is responsible for the proper removal of trash, debris, crating, or boxes relating to that Owner's move-in or move-out.

PODS AND OTHER TEMPORARY STORAGE CONTAINERS

40. PODS and other temporary storage containers may not be placed on the Common Areas including in guest parking spots, the streets, the sidewalks, or on the grassy areas of any Lot at any time. If too large to fit inside the garage, PODS and other temporary storage containers may only be placed on the paved portion of the driveway or parking pad for no more than 7 days and only during a move in or move out process. Owners without driveways or parking pads may submit requests to the Covenants Committee for special accommodations for no more than 7 days and only during a move in or move out process. Call the Property management company for more information. Contact the Covenants Committee by going to the HOA website creeksedgehoa.com and click on the "Contact Us" link.

ASSOCIATION

41. All charges and Assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be mailed or otherwise delivered to the Property management

company's designated office or account by check or money order or other agreed upon payment method, payable to the Association. Direct debit from the Owner's account is highly encouraged and preferred. Cash will not be accepted, and lost checks are the sole responsibility of the Owner.

42. Complaints regarding the management of the Association or regarding actions of other Owners shall be made in writing to the Property management company or the Board of Directors.
43. No Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Property management company or the Association.
44. As outlined in Section 3 of the Declaration for Creek's Edge at Stony Point Town Homes, the agents of the Board of Directors or the Property management company, and any contractor or worker (including volunteers) authorized by the Board of Directors or the Property management company, may enter any Home or work on the exterior of the Property with the written permission of the Owner or upon reasonable notice to the Owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such permission or notice) for the purpose of exercising and discharging their respective powers and responsibilities, including, but not limited to, landscaping, pest control, and maintenance.
45. Employees and agents of the Association or Declarant are not authorized to accept packages, keys, money, or articles of any description from or for the benefit of an Owner. If packages, keys (whether for a Home or an automobile), money or articles of any description are left with the employees or agents of the Association or Declarant, the Owner assumes the sole risk therefor and the Owner, not the Association or Declarant, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Neither the Association nor Declarant assumes any responsibility for loss or damage in such cases.

USE OF HOMES AND COMMON AREA

46. No electrical equipment, other than normal single-family residential and home business equipment such as copy machines, computers, or word processing equipment, may be installed in any Home without the prior written consent of the Covenants Committee. No electrical equipment shall be installed in a Home, which causes interference with the normal operation of electrical equipment in other Homes. All electrical equipment of any kind or nature installed or used in each Home shall fully comply with all applicable public authority rules, regulations, and requirements and manufacturer's recommendations regarding use of the equipment. The Owner alone shall be liable for any damage or injury caused by any electrical equipment installed by such Owner. No facilities or equipment of any nature, which will or may necessitate any changes, replacements, or additions to, or otherwise burden the portion of the Common Area providing for water, electricity, cable, phone, sewer or gas shall be installed without the prior written consent of the Board of Directors. If the Board of Directors determines that such facilities or equipment cause an additional expense to the Association, then such increase shall be assessed against the Owner installing the facilities or equipment.
47. Garage doors shall be kept closed and secured at all times except when the garage is in use. Broken doors and locks, broken window and door glass and windows with broken thermal pane seals shall be promptly repaired by the Owner at the Owner's expense.
48. Owners shall be responsible for keeping the porches, stoops, landings, breezeways, patios, and walkways (other than lead sidewalks) of their Homes in a neat and broom clean condition, including, without limitation, the removal of cobwebs, leaves, snow, ice, and other debris. (The Association is responsible for removal of

snow and ice from steps and lead sidewalks.) Owners shall be responsible for the prompt replacement of non-working light fixtures, lamps, bulbs, and photocell sensors attached to or serving their Homes.

49. The in-ground planting of plants, flowers, trees, shrubbery, and crops of any type is prohibited anywhere on an Owner's Lot or in the Common Area without the prior written consent of the Covenants Committee. Plantings in decorative outdoor pots do not require pre-approval of the Covenants Committee. No fences shall be erected on a Lot without first obtaining the approval of the Covenants Committee. No fences may be erected around or on the Common Area.
50. Solicitors and solicitations are not permitted. If any Owner is contacted by a solicitor on the Property, the Property management company should be notified immediately. In no event shall the community directory be used for solicitation purposes.

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