

# VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

## FORM A – COVER SHEET CONTENT

Instrument Date: 10/11/2024

Instrument Type: AMEND

Number of Parcels: 1 Number of Pages: 30

[ ] City [X] County LOUISA COUNTY  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[ ] Grantor:

[ ] Grantee:

Business/Name

1 X Grantor: ORCHID LAKE ESTATES, INC. HOA

Grantor:

1 X Grantee: ORCHID LAKE ESTATES, INC. HOA

Grantee:

Grantee Address

Name: ORCHID LAKE ESTATES, INC. HOA

Address: 1 BASS AVE

City: GUM SPRING State: VA Zip Code: 23065

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: 1367 Original Page No.: 721 Original Instrument No.:

Prior Recording At: [ ] City [X] County Percentage In This Jurisdiction: 100%

Book Number: 1367 Page Number: 721 Instrument Number:

Parcel Identification Number/Tax Map Number: ALL LOTS

Short Property Description: ALL LOTS IN ORCHID LAKE ESTATES

Current Property Address:

City: GUM SPRING State: VA Zip Code: 23065

Instrument Prepared By: ORCHID LAKE ESTATES, INC. HOA Recording Paid By: ORCHID LAKE ESTATES, INC. HOA

Recording Returned To: ORCHID LAKE ESTATES

Address: 1 BASS AVE

City: GUM SPRING State: VA Zip Code: 23065



Doc ID: 004289140031 Type: CR  
Recorded: 10/11/2024 at 12:56:34 PM  
Receipt#: 2024-00005676  
Fee Amt: \$40.00 Page 1 of 31  
Instr# 202400008995  
Patty C. Madison, Louisa Clerk of Cc  
Patty C. Madison Clerk of Court  
File#

BK 1979 PG 199-229

(Area Above Reserved For Deed Stamp Only)

# **ORCHID LAKE ESTATES (hereinafter referred to "OLE") HOMEOWNERS ASSOCIATION**

## **POLICIES, RULES AND REGULATIONS, BYLAWS AND RESTRICTIONS**

### **SECTION I - MANAGEMENT OF THE ASSOCIATION**

#### **A. Duties of the Board of Directors**

The Association has established the Board of Directors (hereinafter referred to as "Board"), whose duties are to implement policy decisions for the Association, to enforce the Rules and Regulations, to supervise general management and maintenance, and to assist the Association in carrying out their duties. Further duties of the Board are contained in Section II, D of these bylaws. In addition to other specific duties included in the Rules and Regulations and the Job Description, the Board is specifically charged and empowered as follows:

1. Contracts: The Board shall negotiate all contracts for services or performance of work authorized by the Orchid Lake Estates Homeowners Association, hereinafter referred "HOA". They shall supervise the performance of all work to ensure compliance with the contract specifications. Board members shall inspect the work and certify as to its proper completion in accordance with contract specifications before payment is made. The Board shall, prior to contract approval, specify what type of advisory or supervisory services by professionals (such as engineers) shall be obtained to assure that a proper job will be done and that the contract presented to the Board shall be reviewed by the legal advisor to the Association before such contract is formally entered into if deemed necessary by the Board.
2. Privileges: The Board shall determine the applicability of any regulations regarding guest privileges. They shall use reasonable judgment both in determining whether to extend or to withhold privileges which are being abused.

B. Purchase of Lots - In addition, the Board may enter negotiations for lots to be purchased/gifted to OLE. Property may also be purchased from OLE. All purchases of property by OLE are dependent upon funds being available in any/all OLE accounts and not budgeted for any other purposes for that current fiscal year. Lots shall also be deemed to enhance OLE common areas or protect the environment of the lake and its residents. No funds shall be borrowed for the purpose of purchasing said lots.

### **C. Official Notification**

The membership shall be kept advised on a timely basis of any changes to the Bylaws, Rules, Regulations, decisions of the Board, and other matters of importance to them. An official publication of OLE shall be sent either by postal or electronic mail to each member at their home/email address of record with OLE. Said notices may also be posted on the website in lieu of sending by postal or electronic mail.

## **SECTION II – MEMBERS, MEMBERSHIP REQUIREMENTS AND FEES**

### **A. Members**

1. A member is any individual whose name is listed on the deed of any property located within OLE.
2. A member (as defined above) in good standing of the OLE HOA is defined as follows:
  - i. Member will have paid in full their dues for the current year in accordance with the Bylaws, or have a payment plan approved by the Board for the payment of any outstanding funds due and owing OLE in place and are in compliance and current with payments in accordance with said plan; and
  - ii. Member is not in violation of any OLE Bylaws as determined and notified by the Board within the past six months.
3. Members in good standing are permitted full use of all OLE common areas and facilities and permitted to vote on any matters coming before the membership.
4. Any individual living in OLE that does not meet the above criteria is considered a “guest” and will be treated as such for the purpose of these Bylaws.

### **B. Membership**

Pocket-size cards shall be issued annually upon assessment paid in full; they shall be signed by the President and by the Secretary or Treasurer. A record of each card shall be kept by the Secretary. Two cards shall be issued to each HOA member. However, upon request, members may obtain one additional card at a cost of five dollars (\$5.00) each with a limit of no more than two additional cards.

Members shall automatically be affiliated with OLE. Membership shall run continuously until such time as the property owned by the member in OLE is sold, or in any manner disposed of.

- a. Members in good standing shall have full use of the recreational facilities of the Association, such as swimming, fishing and the use of the beaches and parks. They shall also have full use of the roads owned by the Association and may permit other persons to use said roads for the purpose of construction, repair, etc. on their property.
  - b. The immediate families of members shall have the same recreational privileges as stated in the paragraph above and also the right to use the roads owned by the Association.
  - c. Any gatherings such as fraternities, sororities, and family reunions hosted by a member should get permission from a Board member and permission will be given on a first come, first served basis. Gatherings shall be limited to no more than twenty (20) individuals unless approval by the Board has been granted to exceed that number.
  - d. Members shall abide by all traffic regulations and any other regulations imposed by the Board of Directors, provided the regulation has been posted in the area affected, emailed, or mailed to the member, or posted on the OLE website.
2. Membership may be revoked by the Board for failure to comply, after reasonable notice thereof, with the following rules for membership listed in Section III – Restrictions.
  - a. Members shall pay all dues, fees and other assessments levied by the Board.
  - b. Members and other residents of OLE shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at the Board, its agents, its employees, or vendors.
  - c. Members and their guests shall conduct themselves in an orderly manner at all times and shall not perform any act to endanger the safety or disturb the comfort of any other member while in the subdivision known as Orchid Lake Estates.

- d. In the event a member, resident, or guest violates any item in these bylaws, members in good standing shall do the following to report said violation to the Board:
  - i. All complaints must be presented to the Board in writing and either emailed to [OrchidLake1@gmail.com](mailto:OrchidLake1@gmail.com) or such other email address designated for this purpose or mailed to Orchid Lake Estates, 1 Bass Avenue, Gum Spring, VA 23065.
  - ii. All complaints submitted must contain the following:
    - 1. Name, address and phone number of member filing the complaint;
    - 2. Name and address of offending member or guest, if available;
    - 3. Date and time of incident;
    - 4. Brief summary of the incident; and
    - 5. If available, photograph or recording of incident.
  - iii. Board will have thirty (30) days from receipt of the complaint to investigate and provide a response to complaining member.
  - iv. All written complaints submitted to the Board will be kept in confidence unless the offense must be reported to the proper Louisa County authorities.
- e. Termination of membership privileges
  - i. Membership privileges shall terminate automatically upon disposal of a member's property in the subdivision.
  - ii. Membership may also be terminated upon action of the Board of the Association for non-payment of fiscal obligations, for infraction of other provisions of the Bylaws, or other rules and regulations, or for conduct on the premises considered detrimental to the best interests of the property owners. In cases where it becomes necessary for the Board to institute proceedings for termination of membership, the person or persons concerned will be duly warned and notified in writing by regular mail fifteen (15) days before such action is taken and shall be offered the opportunity to present their case to their Board before final action is taken. A two-thirds vote of the entire Board is required for termination of membership rights.

### 3. Meetings

- a. Notice of meeting shall be prepared and mailed to the last known address of each member not less than ten (10) days before the meeting date and shall contain the purpose thereof. Notices may also be sent electronically to members or posted on the OLE website in lieu of mailing.
- b. The Annual Meeting of the members of the Association shall be held in the Orchid Lake Subdivision in the month of October, the exact day of the month to be set at the discretion of the Board.
- c. A quorum of any meeting of members shall consist of fifteen (15) members represented in person or by legal proxy. A majority of such quorum shall elect the Directors of the Association.

### C. Directors

1. There shall be a Board of five (5) directors who shall be elected for a term of three (3) years in the month of October at the Annual Meeting by HOA members in good standing as outlined in Section II A. Directors shall serve for a three (3) year term until the election of their duly qualified successors.
2. If a Board member steps down before the expiration of their term, the Board shall notify HOA members of a Board opening and ask for volunteers to fill the vacancy. The Board should then meet with any candidates for the open position before the Board conducts a vote on the replacement. At the next Annual Meeting following the appointment of an interim Board member, the interim Director shall be ratified by the membership of the HOA and shall serve the remainder of the resigning Director's term.
3. A regular meeting of the Board shall be held in the Orchid Lake subdivision in the month of October immediately following the Annual Meeting.
4. Special meetings of the Board are to be held in the Orchid Lake subdivision unless otherwise stated in the notice of the meeting and may be called at any time by the President of the Board.
5. Notice of both regular and special meetings shall be sent by either electronic mail or by text in lieu of mailing by the Secretary to each member of the Board not less than ten (10) days before any such meeting to the last known address of each Board member. Notices for special meetings shall contain the purpose thereof.

6. A quorum at any meeting shall consist of a majority of the membership of the Board. A majority of such quorum shall decide any questions that may come before the meeting.
7. The President shall preside at meetings of the Directors, shall call special meetings upon proper notice thereof, and shall perform such other duties as are incidental to their office or properly required of them by the Board.
8. The Board shall, at their option, designate committees as necessary and appoint the committee chair. All committees shall consist of at least one (1) Director, who shall exercise the authority as provided in the resolution authorizing said committee.
9. All communication with the Board shall be written and either mailed to Orchid Lake Estates, 1 Bass Avenue, Gum Spring, VA 23065 or emailed to [OrchidLake1@gmail.com](mailto:OrchidLake1@gmail.com).

#### D. Officers

1. The officers of the Association shall consist of a President, Vice President, Secretary and Treasurer, who shall be elected by the Board of Directors for three (3) years and shall serve until successors are elected and duly qualified. The Secretary or Treasurer may be compensated as the occasion may require.
2. The President shall preside at all meetings of the members; shall sign with the Secretary or Treasurer all cards of membership, contracts, or other instruments of the Association; shall make reports to the Board of Directors and members; and shall perform such other duties incidental to their office or properly required of them by the Board.
3. In the absence or incapacity of the President, the Vice President shall act and perform the duties of the President.
4. Duties of the Secretary – The Secretary shall act as secretary of all meetings of the Board and of the members of the Association and shall keep the minutes thereof in a proper book or books provided for that purpose; they shall see that all notices required to be given by the Association are duly given and served; they shall be the custodian of the seal of the Association and shall affix the seal or cause it, or a reasonable facsimile thereof, to be affixed to all documents, the execution of which on behalf of the Association under its corporate seal is duly authorized in accordance with the provision of the Bylaws; they shall have custody of all contracts and other important corporate documents; they shall have charge of the books, records and

papers of the Association and shall see that the reports, statements and other documents required by law are properly filed; and shall, in general, perform all the duties incident to the office of Secretary and such other duties as may from time to time be assigned to them by the Board or the President. The Secretary may, along with any other authorized officer, sign and execute in the name of the Association deeds, mortgages, bonds, contracts or other instruments and work assignments authorized by the Board of Directors.

5. Duties of the Treasurer – The Treasurer shall be the chief financial and accounting officer of the Association. They shall collect all dues and assessments due the Association and shall have charge and custody of and be responsible for all funds and securities to be deposited in such banks and depositories as the Board of Directors from time to time may direct. They shall maintain adequate records of assets, liabilities and transactions of the Association in accordance with the generally accepted accounting practices; shall exhibit their accounts and records to any of the Directors of the Association at any time upon request at the office of the Association; and shall render such statements of their accounts and records to the Board and the Officers and members at a duly held meeting as often and in such a manners as they shall require. The Treasurer, along with such authorized officer, may sign and execute in the name of the Association deeds, mortgages, bonds, contracts or other instruments and work assignments authorized by the Board. They shall in general perform all the duties as from time to time may be assigned to them by the Board.

E. Annual Membership Cards

Annual Membership Cards shall be issued to all members upon payment of the annual dues and any outstanding fees and/or assessments. Any officer or HOA member in good standing may require membership cards to be shown at any time. If a lot is owned by more than two family units or otherwise by more than two persons or entities, membership cards shall be issued to only two of such family units, but additional membership cards may be issued to each family unit, person, or entity in excess of two upon payment of additional annual dues and assessments. Rental Dwellings will be issued one card and owners will be given one additional card for their tenant. Lot owners/Landlords must provide the Board Members with the Name, Address, Email, and Phone Numbers of residing tenants.

F. Dues, Assessments

Each of the above lots (as described on the original Orchid Lake Estates, Inc. plat) shall be charged Dues to be assessed as follows:



Rental House w/one Lot - \$105.00 (includes lease/purchase-rent/own)  
All other Houses w/one Lot - \$90.00  
Lot - \$47.00 (vacant)

*Example: Owner has one house and 3 lots:  $\$90.00 + (\$47.00 \times 2) = \$184.00$*

The Dues shall be paid to Orchid Lake Estates, Inc., which shall be used for the maintenance and/or the improvement of the public facilities of OLE. Dues may also be used to purchase lots and to pay property taxes. Such payment shall be made annually to Orchid Lake Estates, Inc. of each calendar year or a lien shall be placed upon the land. Failure to pay the aforementioned land assessment by March 15 of each calendar year shall automatically prohibit the legal and/or equitable owner of the lots so affected from the use of any of the public facilities of Orchid Lake Estates, Inc.

Interest assessed on past due accounts will be eight percent (8%).

1. Membership Dues are subject to change by the Board. Delinquent dues, fees and/or assessments shall be referred to the Association attorney for collection, and costs incurred in the collection of dues, fees, assessments and/or other delinquent accounts shall be paid by the member in question.
2. It is the responsibility of the member who is selling their property at OLE to pay all dues, fees, and assessments which fall due while such member is the owner of the property.
3. Annual Membership Dues of Members
  - a. The annual membership dues of members shall be established by the Board and members will be notified/posted.
  - b. The Board shall also be authorized to assess such penalties as may be deemed appropriate for nonpayment of dues, fees and/or assessments.
  - c. In the event it becomes necessary for an attorney to collect a delinquent account, all attorney's fees, plus all cost of collection, shall also be due and owed by the delinquent member/property owner. Members with dues or any assessed fees in arrears will be charged any and all fees/charges associated with the collection of said dues/fees. A collection agency and/or attorney will be employed after three billings without appropriate payment or payment arrangement.

#### 4. Lien for Assessments

- a. Once perfected, the Association shall have a lien on every Lot for unpaid assessments levied against that Lot in accordance with the provisions of the Property Owners' Association Act set forth in Chapter 26 of Title 55 (Section 55-516 et seq) of the Code of Virginia of 1950, as amended, (the "Property Owners' Association Act") and of the Declaration. The lien, once perfected, shall be prior to all other subsequent liens and encumbrances except (i) real estate tax liens on said Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien.
- b. The Association, in order to perfect the lien given by this section, shall file before the expiration of twelve (12) months from the time such assessment became due and payable, in the Clerk's Office of Louisa County, a memorandum verified by the oath of the President, Vice President, Secretary or Treasurer of the Association, which shall contain the following information or such other information as may be required by the Property Owners' Association as same may be amended from time to time:
  - i. The name of the development, Orchid Lake Estates, Inc.;
  - ii. A brief legal description of the Lot;
  - iii. The name or names of the persons constituting the Owners of the Lot;
  - iv. The amount of unpaid assessments currently due or past due relative to such Lot, together with the date when each fell due;
  - v. The date of issuance of the memorandum;
  - vi. The name of the Association and the name and current address of the person to contact to arrange for payment or release of the lien; and
  - vii. A statement that the Association is obtaining a lien in accordance with the provisions of the Property Owners' Association Act.
- c. Prior to filing a memorandum of lien, a written notice shall be sent to the Owner by certified mail at the Owner's last known address informing the Owner that a memorandum of lien will be filed in the Circuit Court Clerk's office. The notice shall be sent at least ten (10) days before the actual filing date of the memorandum of lien.

- d. A suit to enforce any lien perfected under Subsection (b) may be brought within thirty-six (36) months from the time when the memorandum of lien was recorded; however, the filing of a petition to enforce any such lien in any suit wherein the petition may be properly filed shall be regarded as the institution of a suit under this section.
- e. In addition to the remedy set forth above, the Association may maintain an action at law to recover any assessment. In any action, whether to enforce a lien or a law, the Association shall be entitled to recover its reasonable attorney's fees and costs in perfecting and enforcing any lien or in actions at law to recover any sum due.
- f. The time periods set forth in this Section are intended to comply with those set forth in the Property Owner's Association Act. In the event any time period is extended by amendment to said Act, or by subsequent statute, then the longer time period shall control.

### **SECTION III - RESTRICTIONS**

The following restrictive covenants and conditions shall be applicable to and binding to all lots and parcels of land in OLE subdivision (refer to OLE original plat, filed of record in the Clerk's Office of the Circuit Court of Louisa County).

#### **A. Policy and Authority**

It is expected that every member, renter and guest will comply voluntarily with the Rules and Regulations. It is the responsibility of the Board to enforce them. Infractions of the rules shall be reported to a member of the Board in writing. All letters and complaints will be kept in strict confidence and will be followed up by a member of the Board. Appropriate action will be taken if needed to ensure compliance with these Rules and Regulations. Suspension of members, renters or guest privileges or a charge of no trespass may be imposed by the Board for non-compliance with these Rules and Regulations.

#### **B. General**

1. Noise that may disturb members and guests shall not be allowed before 9:00 a.m. nor after 11:00 p.m.
2. The use of firearms or other weapons of any description, including pellet guns shall be prohibited at all times. Hunting of game shall be prohibited.
3. The use of alcoholic beverages is prohibited in any public area, except for planned parties which have been approved by the Board.

4. Dogs running at large shall be subject to the Louisa County Code 14-29, which governs as follows:

The running at large of all dogs at any time is prohibited within the confines of OLE, Louisa County, Virginia. For the purpose of this ordinance, a dog shall be deemed to run at large while roaming, running, or self-hunting off of the property of its owner or custodian and not under its owner's or custodian's immediate control; provided, however, that no dog shall be deemed to be running at large in violation hereof if it shall be engaged in lawful hunting outside of the said subdivision under the direction of its owner or custodian and shall thereafter stray into said subdivision, provided that such owner or custodian shall place such dog under their immediate control within a reasonable time. Any person who permits his dog to run at large in violation of this ordinance shall be subject to a county fine of not more than \$100 for each occurrence or a penalty from the Board's Compliance Committee (See Section IV, C). Further it shall be the owner's responsibility to see that their dog is not a nuisance to the community.

5. A curfew shall be in effect on all Association property from 10:00 p.m. until 6:00 a.m. seven (7) days a week. Any violation of this curfew shall be prosecuted as trespassing, unless prior arrangements to be present in the area have been made with the Board. This curfew is not intended to restrict use of the roads for normal transportation purposes. The curfew hours may be changed as needed by the Board.
6. Business Activities: Only a Licensed Class A business as defined in the Louisa County Code shall be allowed within the confines of OLE. This would include only such business as would be undetectable from the outside; would not produce any excessive automobile activity; and with no visible storage or work site, waste byproducts, or noise beyond that of a normal residential activity.
  - a. Door-to-door sales of a commercial nature are not permitted within OLE.

#### C. Member Property Maintenance Policy

No use shall be made of any of the above-described lots which shall constitute a nuisance or injure the value of any of the neighboring lots.

1. Structures and Property: All structures and property, whether occupied or unoccupied, and any improvements thereon, shall at all times be the responsibility of the owner and shall be maintained in such a manner as to prevent their becoming unsightly or hazardous or a nuisance to the

community. This shall include, but not be limited to, accumulated rubbish or debris, unattractive and unsafe growth, peeling or rusting paint, unsafe or run-down porches or conditions considered to be fire hazards or an eyesore. When found necessary, either for the purpose of preventing or removing a nuisance or unsightly condition, the Board may direct the property owner in preventing or correcting a violation.

- a. If said property is not cleared of overgrown vegetation within thirty (30) days, the Board may have the overgrown vegetation cleared and assess the cost of such clearing against the property owner.
  - b. Members shall pay all dues, fees, and other assessments levied by the Board. Charges for violation of the Declaration, Bylaws and Rules and Regulations may include assessment of up to \$50.00 for a single offense or \$10.00 per day for any offense of a continuing nature or such greater amounts as may be authorized by the Virginia Property Owners' Associate Act, and that the Association may also suspend a lot owner's right to use facilities or services, including utility services offered by the Association until the offense is cured or ceased; and that the Association may impose any other sanction or remedy available to it pursuant to the Declaration, Bylaws or Rules and Regulations.
2. Inoperable Vehicles and/or Other Conveyances: No disassembled, partially wrecked, or otherwise inoperable motor vehicle or other conveyance that can normally be driven or towed and requires state or local licensing to operate on state or local roads, or any sizable part thereof, or any motor vehicle or other conveyance not properly licensed by the county, city, state, shall be permitted to be parked on any street or any lot in the subdivision in such a manner as to be visible to the occupants of other lots within the subdivision or to the users of any street or the lake. A properly licensed vehicle is defined as a vehicle bearing current state registration plates, a current state and county safety inspection sticker per Virginia and Louisiana County law. Fees and fines may also be assessed as authorized by the Virginia Owner's Association Act.
3. Signs: No signs of any kind except those indicating the owner's name, lot or address number and conservative property title that is in good taste and having an area of not more than two (2) square feet shall be displayed on any lot without the written permission of the Board of Directors, except as specified in the Building Regulations, contained herein. Political signs are allowed four (4) months prior to election until the day after the election.

4. Mailboxes: OLE will install and maintain all mailboxes. Should a mailbox be needed, members should contact the Board.
5. Removal of Debris, Garbage and Trash
  - a. Any dwelling or outbuilding on any lot in the subdivision which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt, all debris removed, and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall debris remain longer than six (6) months.
  - b. Garbage/Trash Collection: Removal of household trash, garbage, or debris shall be the responsibility of the individual household and must be removed weekly. Absolutely no burning of household trash is allowed or permitted.
    - i. The trash barrels in the parks and picnic areas are for the exclusive use of picknickers and are not to be used by homeowners in OLE as a receptacle for general household garbage and/or trash. Any trash shall be removed at the end of a picknicker's event by lot owner.
    - ii. Outside burning of yard debris must be done in accordance with existing state and county laws, and the dumping of trash on OLE property is prohibited and violators shall be prosecuted. No burning of trash or garbage is allowed in Orchid Lake Estates. Although the burning of normal yard debris, i.e., leaves and tree limbs is allowed, it can only be done when burning is allowed by the county and must be done safely and without chance of harming any adjacent property.
  - c. Debris, bottles, or cans shall not be thrown into the lake, on the beaches, in picnic areas, the roads, or on any OLE property. Any violators shall be prosecuted.
6. Removal of Unsafe, Unsightly Docks, Piers or Boat Houses: The Board may order the removal of any dock, pier or boat house located on lake-front property that is unsafe or in need of repair after the owner has been notified and has been given a reasonable time (but no longer than six (6) months) to make repairs. The cost of this removal will be the responsibility of the property owner.
7. Septic System shall be maintained in good working order in accordance with Louisa County.

#### D. Boats

1. Only members and/or renters in good standing with the Association may operate their boats on Orchid Lake.
2. State laws applying to ownership and operations of boats are applicable.
3. Registration
  - a. Boats shall be insured (liability insurance) for personal injury and for property damage. OLE will not be held responsible. All boating is at boater's own risk.
  - b. No gasoline powered engines are allowed in the lake. No power boats permitted on the lake except electric trawling, paddle-driven boats, sailboats, kayaks, and canoes are allowed.
4. Right-of-Way and Other Limitations
  - a. All boats must have proper safety devices on board and follow Virginia Marine regulations.
  - b. The operator of any boat is required to be sixteen (16) years of age or older, or under the direct supervision of an adult in the boat.
  - c. All boats are required to have appropriate running lights on when operating after dusk or before dawn.
5. Reporting Violations: In the interest of safety, members who witness boat operators violating any rules and/or regulations are encouraged and expected to report such violations to the Board or authorities.
6. Storage, Docking, Launching: Boats shall only be docked, launched, and stored at owner's risk.. No boat trailers of any kind on OLE property shall be left overnight.

#### E. Association Recreational Areas

1. Beach Areas
  - a. Beaches are defined as those parts of Association property common area that are sand covered and adjacent to the lake.
  - b. Beaches are open for use at times set by the Board of Directors. The authorized times and rules for use of beaches shall be posted at the beaches. Lifeguards are not provided. Swimming is permitted at swimmer's own risk. Failure to comply with beach rules and/or regulations may result in loss of beach privileges.

c. Children age limitations

- i. Children under the age of sixteen (16) years must be accompanied by a responsible person of eighteen (18) years or older when on the beach area.
- ii. Children under five (5) years of age must be under the direct supervision of an adult while in the water.

d. Common Areas

- i. You may swim at your own risk and at no time will OLE be responsible for injuries.
  - ii. No diving from the OLE pier.
- e. No dogs or other animals are permitted on any beach or Pavilion.
- f. The Association will not be responsible for clothing or valuables on these areas, nor for injury sustained while at one of these areas or in the water.
- g. No alcoholic beverages of any kind are allowed.
- h. Glass containers are not allowed on the beach.
- i. All trash, including cigarette butts must be put into trash cans.
- j. No cooking is allowed on the beach other than in OLE provided firepit.
- k. No food or drink is allowed while in the water.

2. Safety Policy

- a. While on any property under the control of the Association, all persons shall conduct themselves in a modest and appropriate manner. No abusive or profane language or rough housing is allowed.

F. Lake

- 1. No barrels, jugs, buoys, floating docks, etc., shall be placed in the lake without prior written approval of the Board.
- 2. Approval by the Board shall be required prior to installation of any fish shelter in the lake.
- 3. Fishing Regulations: Fishing on Orchid Lake is limited to members, registered renters and authorized guests who are properly licensed and have current member cards. Rules and regulations promulgated by the Virginia Department of Game and Inland Fisheries will be observed at all times. OLE



has a Catch & Release policy unless otherwise indicated by OLE in the OLE newsletter and/or website.

## G. Safety and Security

### 1. Traffic and Parking

- a. Louisa County Municipal Code, Section 74-20 – pursuant to Section 46.2-1307 of the Code of Virginia, 1950, as amended, all roads and streets now or hereafter owned by Orchid Lake Estates within Orchid Lake Estates Association Subdivision, Louisa County, Virginia, are designated for law enforcement purposes only to be highways as defined by Section 46.2-1307 of said code. Designation of such roads as “highways” shall not affect their status as private streets for any purposes including maintenance and control of access. All roads in OLE are private property and privately owned by OLE.
- b. Parking is authorized only in designated areas and is prohibited on any road or road right-of-way when such vehicle parking would create a traffic hazard or obstruction.
- c. No commercial vehicle is permitted to park on roads which are maintained and supervised by the Association without prior approval of the Board **except** while actually loading, uploading, or making service calls.

### 2. Vehicle Regulations

- a. Speed Limits: The speed limit at Orchid Lake Estates is fifteen (15) miles per hour unless otherwise posted. The use of radar will be used to enforce posted speed limits in accordance with the state and county regulations.
- b. Car Regulations
  - i. Automobiles shall be operated in a safe and reasonable manner.
  - ii. Only the vehicles of members, registered renters or approved guests are allowed. All other traffic is restricted to road use as necessary for commercial purposes as authorized by a member, registered renter, or Board. Emergency vehicles are authorized for use of the roads (and the lake facilities for the purposes of carrying out emergency operations).

- iii. Only licensed drivers shall operate a motor vehicle on the roads at Orchid Lake Estates. All Virginia motor vehicle laws shall apply as if all Orchid Lake Estate roads were residential public streets.
- c. Recreational vehicles, tents or other temporary type of structure belonging to members, registered renters or guests cannot be used on the property for cooking, eating, sleeping, or other activities without prior approval from the Board. House trailers are not permitted at any time.
- d. Motorcycles must be registered in Virginia or the home state of the owner or registered renter and operated only by licensed drivers on roads within Orchid Lake Estates.
- e. All other motorized vehicles, whether registered or unregistered, including, but not limited to, motorbikes, ATVs, minibikes, and go-carts are prohibited from using the roadways within Orchid Lake Estates. The only exception to this rule will be the use of electric golf carts with front and rear lighting as set forth below:
  - i. Electric golf carts may only be operated from dawn to dusk, unless participating in workdays or such other hours as designated by the Board;
  - ii. Owners of said electric golf carts must provide proof of insurance to the Board and:
    - a. Sign a Waiver of Liability, or in the case of the minor, the Parent/Guardian will execute a Waiver of Liability on their behalf;
    - b. Be a minimum of sixteen (16) years of age.
  - iii. All electric golf carts shall have affixed to the rear of the vehicle an orange warning triangle designating a slow-moving vehicle.
  - iv. Use of gas golf carts is forbidden unless a waiver is obtained from the Board and will need to be renewed annually.
  - v. Any member caught violating this restriction will first be issued a warning. A second violation will result in the loss of privileges for one year. At the end of the one year suspension of privileges, the owner may apply for permission to once again use said golf cart on OLE roads. Reinstatement of

privileges shall be at the discretion of the Board. Any HOA member not in good standing (see Section II B) shall not be granted the right to operate a golf cart as described above.

3. Access: No right of way is granted for access to any property outside of Orchid Lake Estates without formal action by the Board.

#### H. Guests

1. Guest Passes: Members will be restricted on the number of guests allowed on each additional guest card. The limit will be three (3) on each card. Members will allow their guests, when accompanied on the premises by the member or have in their possession a duplicate card to use the recreational facilities of the Association. No guest under the age of eighteen (18) will be allowed to use the facilities unless accompanied by a member or adult guest with a valid card.
  - a. Members whose dues have not been paid in full by March 15 or Due Date will be considered delinquent and denied guest privileges. Registered renters whose rental fee has not been paid by the owner will be considered delinquent and will also be denied guest privileges.
  - b. Any Orchid Lake Estates member in good standing shall have the right to challenge any individual for proof of their right to be on Orchid Lake Estates property. Anyone unable to supply proof shall be asked to leave.
2. Group Outings and Use of the Pavilion and Common Areas
  - a. The private use of the Pavilion for gatherings or parties will entail placing a deposit of \$100.00 by check with the Secretary or Treasurer of Orchid Lake Estates, Inc. This is to ensure that the Pavilion will be left in the state that it was found, i.e., clean and all facilities functioning. The facilities include lights, BBQ grill, toilet, and refrigerator. The member reserving the Pavilion shall also remove all trash resulting from the function. If the Pavilion is left in proper condition, the deposit will be returned to the member reserving the Pavilion. Should there be any repairs, cleaning or replacement required, the money from the deposit check will be used toward these expenses. Any expenses over the \$100.00 deposit will be the sole responsibility of the member who reserved the Pavilion.
  - b. The sponsoring member shall be an active participant of the group sponsored and present at the time of the activity and responsible for

all actions of the group. Gatherings larger than twenty (20) people will require special approval from the Board.

- c. Members are responsible for their guests complying with OLE Rules and Regulations.
- d. Renters must get approval from the member (property owner) to reserve the Pavilion.

#### **ADDITIONAL RESTRICTIONS**

1. Said lots shall be used exclusively for residential purposes.
2. Not more than one single family dwelling house may be erected on any such residential lot, nor more than one other building for garage or storage purposes in connection therewith and provided further that such garage or storage building shall not be constructed prior to the dwelling house. Any additional structures must be approved by the Board prior to construction and comply with the Louisa County building regulations.
3. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on said lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with a least two coats of stain or paint. No structure shall have tar paper, roll brick siding or similar material on the outside of the wall. No trailers, tents, shacks, or other structure shall at any time be occupied as a residence on said property and no trailer designed for living purposes shall at any time be brought upon or stored upon said property.
  - a. All the above described lots shall be known, described, and used as residential lots and no structure shall be erected on any lot other than one detached single-family dwelling. The usual outbuildings, including a private garage, may be erected on any lot once the house has been built providing the structure is built on the same lot as the house or an adjoining lot.
  - b. Per OLE original plat, member must own a minimum of three adjoining lots to build a house OR a lot or adjacent lots equal to one-half (1/2) acre or more.
  - c. Any homeowners with non-adjoining lots in Orchid Lake Estate, Inc. must obtain Board approval before doing any lot enhancements on these lots.

- d. No enhancements may be done on any lot unless you own a home in Orchid Lake Estates, Inc. without a unanimous vote from the OLE Board.
4. No residence of less than 1000 square feet of above ground living space, exclusive of the porch area, shall be erected or constructed on said lots.
5. No porch or projection to any resident's or appurtenant building thereto shall extend nearer than 20 feet from the front line of the property or within 10 feet from the line of any abutting owner, except where set-back lines appear on the plat, structures or appurtenant building thereto may be constructed within the described areas shown by such lines.
6. No outside toilets shall be allowed on said lots. No waste shall be permitted to enter Orchid Lake and all sanitary arrangements must be inspected and approved by local or state health officers before any septic tanks are installed or before waste disposal systems shall be constructed. No drain field or other disposal system shall be allowed nearer than 50 feet or according to county code (whichever is the farthest away) from the high-water mark of Orchid Lake.
7. No animals or fowl shall be kept or maintained on said lots except customary domestic household pets (i.e., cats and dogs). Household pets (dogs and cats) will be the responsibility of the lot owner. Dogs and or cats will be required to stay on the lot owner's property and a limit of not more than three (3) dogs and/or cats total per household is permitted. No lot owner will be allowed to have a kennel on their property in OLE. All household pets shall be current on vaccinations and licensed as required by the County of Louisa and Commonwealth of Virginia.
8. Orchid Lake Estates, Inc. for itself, its successors, assigns, and licensees reserves easements, as shown on said plats, over, through, and upon said land for the installation of utilities and drains and the maintenance thereof. OLE, for itself, its successors, assigns, and licensees also reserve the right to install and operate electric and telephone lines, poles, and appurtenances thereto; gas and water mains and appurtenances thereto; sewer lines, culverts, and drainage ditches, also reserving the rights of ingress and egress to such areas for the purpose of installing, operating, and maintaining any of the above-mentioned installations. OLE, for it itself, its successors, assigns, and licensees also reserve the right to locate and install drains which it deems necessary and to cause or permit drainage of surface waters over and/or through said land. The owners of said land shall have no cause of action

against OLE, its successors, assigns or licensees either at law or in equity, excepting the cases or willful negligence by reason of any damages caused by said land installing, operating, and maintaining the above-mentioned installations.

9. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the Board, its successors and/or assigns.
10. No obnoxious or offensive trade or activity shall be carried out on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.
11. These restrictions shall be considered as covenants running with the land and shall bind the purchasers of all lots shown on the subdivision map or maps hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators and assigns, and if said owners or any of their heirs, executors, administrators, and assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision in which said lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent them from so doing, or to recover damages for such violation. Any invalidation of any of these covenants and restrictions shall be in no way affect any other of the provisions herein which shall remain in full force and effect.

#### **SECTION IV - COMPLIANCE - VIOLATIONS**

- A. **Policy:** It is the responsibility of members, renters, guests, employees, and others that are authorized to enter OLE to voluntarily comply with the Bylaws, Policies, Rules, and Regulations of the Association.

When a condition exists which is detrimental to the purposes of the Association or when the Bylaws, Policies, Rules and Regulations, Recorded Restrictions or Building Regulations of the Association are not being complied with, the Board has the right, duty, and the responsibility to initiate a complaint against the offenders(s). A warning of Violation or Citation of Violation may be issued by the Board.

Any member in good standing with the Association may initiate a complaint and bring it to the Board.

- B. **Security and Safety Enforcement:** Watch Teams and/or other committees (i.e., neighborhood watch) are volunteer members organized to augment the security and

safety force by providing passive surveillance and participating in the security and safety communications network.

C. **Complaint and Violation Process:** Complaints concerning an individual, group or the Association shall be in writing and initially processed by the Board for resolution. If the complaint concerns the Board, it shall be directed to the President of the Board. All complaints and violations will be resolved by the Board.

1. Immediately after receiving the complaint, the Board shall attempt to remedy the condition which is the subject of the complaint. If the Board feels that they have resolved the issue, the complaining party(ies) shall be notified of the action taken within sixty (60) days of the date the complaint was received.
2. When the Board determines that a violation against the Association Bylaws, Policies, Rules and Regulations, Recorded Restrictions or Building Regulations has occurred, a Warning of Violation or Citation for Violation will be issued to the violator(s) depending on the seriousness of the violation. A copy of all Warning of Violations and Citation for Violations issued shall be maintained by the Association as an official record of the violation.
3. When a Citation for Violation is issued, the Board shall send the violator(s) by delivery, mail or by certified mail (return receipt requested), a copy of the Citation of Violation. A copy of all documents concerning this case shall be sent to the Board.

D. **Compliance Adjudication**

1. **Compliance Committee:** The Compliance Committee shall have as its purpose the adjudication of complaints and violations related to the Association Bylaws, Policies, Rules and Regulations, Recorded Restrictions and Building Regulations. The Board will serve as the Compliance Committee.
  - a. No member of the Compliance Committee or alternate member may participate in any case or action before the Compliance Committee which involves their family or who has a conflict or a potential conflict of interest.
2. **Scheduling Hearings:** The Board shall schedule all Compliance Committee hearings of compliant and violation cases.
3. **Conduct for Hearings:** All individuals whose cases are pending before the Compliance Committee are entitled to be present when their cases are considered by the Committee and may present any facts for their

consideration. Hearings will be open as a general rule; however, the Board is authorized to hold executive sessions. All decisions and rulings shall be announced in open sessions. Documentation of all hearings which will be filed as part of the Association's permanent records.

4. Executive Sessions: An Executive Session is defined as a meeting at which all persons are excluded except those invited to attend by the Board. Any case decision resulting in a formal ruling must be stated in open session and duly recorded in open session minutes. An Executive Session must be for one of the following purposes:
  - a. Discussion concerning the formal decision of a case before the Board.
  - b. Discussion concerning an advisory opinion.
  - c. Strategy negotiations with respect to possible or pending claims or litigation.
  - d. Matters concerning security/strategy or deployment of security personnel, or information affecting public safety.
  - e. Discussions of any matter which would result in the disclosure of personal records or other information covered under the Right to Privacy Act.

#### E. Assessment of Charges and Penalties

1. The administration of charges and penalties must be fair and equitable. The Board has the authority to impose charges and penalties for violations. A general guideline is provided as follows:
  - a. A written warning may be issued for a first violation of any Bylaw, Policy, Rule and Regulation, Recorded Restriction or Building Regulation; however, charges and/or penalties may be assessed for more serious first offenses.
  - b. A violation (or repeated violations) of any Bylaw Policy, Rule and Regulation, Recorded Restriction or Building Regulation for which a Citation(s) for Violation has been issued may be subject to a penalty of up to one (1) year suspension of any or all membership privileges and/or up to \$50.00 for a one time violation and/or a \$10.00 per day fine for a continuing violation. The Board reserves the right to revoke suspension after the suspended period.
  - c. Violators who fail to pay fines within fifteen (15) days and/or ignore penalties assessed by the Board of Directors and have not submitted



an appeal to the Board are subject to additional charges and/or penalties.

2. Members are responsible for their guests/renters and charges/penalties may be assessed upon the guest and/or the member responsible for the guest.
3. Should the renter, a member of their household or any of their guests violate the OLE Bylaws, Policy, Rules and Regulations, Recorded Restrictions or be convicted in court of a felony, the Board may notify the property owner/member in writing and may call a hearing to discuss ramifications (i.e., fees, fines, penalties) and/or the possibility of eviction. If the owner/tenant does not comply with this rule, they will be held in violation of the OLE Bylaws, Policy, Rules and Regulations and may be subject to a penalty/fine.
4. The person to be assessed a charge and/or penalty shall be informed by the Board by certified letter (return receipt requested) or hand delivered (receipt requested) of their decision.

**F. Appeal of a Case**

1. Decisions by the Board may be appealed to the Board. The appeal must be submitted in writing within fifteen (15) days.
2. All individuals whose cases are appealed to the Board are entitled to be present when their case is considered by the Board and to present any facts for consideration of their case. The Board shall make every effort to act expeditiously and shall render a decision at the next regularly scheduled meeting following that meeting at which the Board was officially informed of an appeal which required this action.
3. Following consideration of the appeal by the Board, the decision of the Board shall be made known to the individual(s) by letter. The decision of the Board shall be final and, if it includes a monetary charge, said charge must be paid within fifteen (15) days from the date of the letter. Failure to pay charges within the prescribed time is cause for legal action which may lead to a lien assessment against the member's property.

**SECTION V - BUILDING REGULATIONS, CONSTRUCTION, NEW ALTERATIONS**

- A. **Purpose:** It is the intent and purpose of the Building Regulations both to provide rules which will guide each Association member in the maintenance, upkeep, and enhancement of their property, and at the same time, to provide rules which will improve, promote, and protect the beauty and value of all property within OLE.
- B. **Building Permit**

1. Before any material for construction or improvement of any building, or pier is permitted to be stored on any lot within OLE, an application for a building permit shall be filed and approved and displayed with the County.
  - a. Fences: Plans shall be submitted and approved prior to the construction of any fence. Fences shall be constructed of permanent and substantial materials and shall be consistent with properties in the area. Height and size limitation shall be at the discretion of the Board..
2. Erosion and Sedimentation Control
  - a. No person may engage in any land disturbing activity of any area greater than 100 square feet until such person has submitted and received approval from the Board of an erosion and sedimentation control plan. Land disturbing activity shall include any activity which removes vegetative ground cover including root mat and/or topsoil removal, excavating, filling, and grading which may result in soil erosion from water or wind and the movement of sediments into waters or onto land.
  - b. The erosion and sedimentation control plan shall:
    - i. Detail those methods and techniques to be utilized in the control of erosion and sedimentation;
    - ii. Indicate the boundary line, ownership and total area of the property for which work is to be performed;
    - iii. Delineate the total area to be disturbed; and
    - iv. Detail final restructuring and permanent stabilization plans utilized in preparing and implementation of this plan are set forth in the Virginia Erosion and Sedimentation Control Field Manual 1992 supplement.
  - c. Approved standards and specification for control techniques to be utilized in preparing and implementation of this plan are set forth in the Virginia Erosion and Sedimentation Control Field Manual, 1992 supplement.
  - d. Permits are required for seawalls, piers, docks, storage buildings, detached garages, and houses (new construction and remodeling which changes outside dimensions). A separate application is required for each building.

- e. Every lot in the subdivision that lies contiguous to the lake which has been cleared of natural vegetation must be seeded with a deep-rooted ground cover to prevent erosion.
- f. Neither filing the application for a building permit, nor its approval by the Board, relieves the owner or builder of any obligations imposed by State or Louisa County building regulations or the sanitation requirements of the Louisa County Board of Health, nor does it affect or authorize the violation of any regulation or binding restriction otherwise applicable to OLE. Contractor is to obey Bylaws, apply for building permits and comply with County and/or State laws.

**C. Limitations on Construction, Size and Type of Building**

1. Construction of building designed and intended to be used as a living quarter shall be limited exclusively to single family dwellings.
2. Any single-family dwelling constructed shall have a minimum interior living area of one thousand (1,000) square feet. In calculating the minimum amount of interior living areas required, the owner or builder shall take into account only the interior surface area of the main floor of the dwelling. The surface area of any porches to be constructed in connection with the dwelling shall be specifically excluded from such calculation.
3. At no time prior to construction of the single-family dwelling, shall it be permissible for a property owner to construct any accessory building (garage, storage, or similar structure). However, the application for a building permit may be for both an accessory building and the single-family dwelling and they may be constructed concurrently. No rigid size limitation shall be imposed on the accessory building, provided, however that the size of the building shall be comparable to and reasonably consistent with storage buildings in use elsewhere in the community.
4. There shall be no more than two outbuildings constructed on any on buildable lot. For purposes of this section, the term "accessory building" is understood to include, but not be limited to a garage, a storage building or workshop, etc. Docks and boathouses on the lake in conjunction with the single-family dwelling are not interpreted as being included in the limitation of only two buildings on one lot.
5. The provisions found in Paragraphs C and D of this Article do not overrule or eliminate in any way the restrictive covenants and conditions found in the Recorded Restrictions of record in the Clerk's Office of the Circuit Court of Louisa County, nor do the provisions found in Paragraphs C and D of this

Article relieve any property owner of any liability that may be incurred by or of any consequences that may result from a violation(s) of said Recorded Restrictions.

6. The maximum height of any permissible buildings constructed shall not exceed two stories of a normal residential building of OLE. The basement, if any, shall not be included in determining the maximum height of the building.
7. Parking spaces shall be provided within each lot by the property owner as no roadside parking is permitted.
8. No business signs of any kind shall be erected on any lot without the permission of the Board. However, such business signs as are necessary, either to facilitate construction or to aid in delivery of construction materials, shall be allowed prior to and during the construction of buildings, upon request to the Board.
9. In no event will tents, house trailers, motor homes or temporary structures be permitted to be used as a dwelling and/or eating purposes or toilet facilities. Temporary use of tents or trailers may be permitted on private property with approval of the Board.
10. No accessory building shall be used or occupied as living quarters at any time.
11. No boat dock, float, barrels, buoys, or any other structure extending into Orchid Lake shall be constructed, installed, or maintained without the prior specific written approval of the Board. Once approval has been granted, any structure build must be well constructed and well maintained.
12. All building permits shall expire one year from the date of their issuance and all structures and any grading or backfill contemplated shall be completed within that one-year period unless the time is extended by the Board in a written permit.
13. All remaining construction material shall be removed from the lot by the owner after construction has been completed or upon expiration of the building permit, whichever comes first. Should the property owner fail to remove all such construction material, the Association, after due notice shall cause such materials to be removed at the owner's expense.

**D. Specifications for Placement of a Building on the Lot**

1. In order to ensure compliance with recorded restrictions as to building location, it is recommended that the property owner engage a certified land

surveyor to verify and, if necessary, to mark property lines before construction of any building is commenced.

2. Unless otherwise stated in an owner's deed or in the subdivision plats, neither a building nor a porch or projection to any building shall extend nearer than twenty-five (25) feet from any street line of the property/road or county code or whichever is greater. Those pieces of property designated as corner lots shall have as their street side the shorter side of the lot.
3. Where a member has elected to combine lots under the provision of the Rules and Regulations, these distances shall be computed from the outside boundaries of the combined lots.
4. The Board may require, at any time, removal of any building constructed or located in violation of these Building Regulations.

#### E. Construction Materials and Exterior Finishings

1. No structure shall be constructed or erected on any lot unless built of solid and permanent materials.
2. Wood exteriors shall be stained or painted with an amount of stain or paint that will provide a suitable finish for the wood exteriors.
3. Cinderblock and similar construction shall be painted or finished.
4. No structure shall be tar paper, roll brick siding, or similar material on the outside walls.

#### F. Sanitation and Health Requirements

1. Every dwelling shall have a sewage disposal system which must be installed prior to or during the building process and before the house may be occupied. The sewage system must be approved in advance by the Louisa County Board of Health or its representative, in addition to the inspection upon completion.
2. Driveways shall not block surface drainage systems which have been constructed in the street. Therefore, a concrete or galvanized iron sewer pipe not less than eight (8) inches in diameter shall be placed at all places where driveways and previously constructed drainage systems intersect. Sewer pipe shall be furnished and installed by the lot owner unless per the Board, after a study of conditions, determines that a culvert is not necessary.

#### G. Enforcement of Building Regulations

1. Should the Board determine that a property owner has violated any of the provisions contained in the Building Regulations, they shall notify the

property owner, both verbally, if practical, and in any event by certified mail, return receipt requested, of the nature of the violation. The property owner shall within thirty (30) days take steps to comply with the Building Regulations

#### **H. Special Exceptions of the Building Regulations**

1. If at any time any property owner believes that their compliance with these Building Regulations will be either detrimental to them or their family or their property or cause them or their property to bear an undue and unreasonable burden, then the aggrieved property owner may apply to the Board for a special exception to those provisions of the Building Regulations which threaten to do harm or cause undue burden.
2. A request for a special exception to any provision of the Building Regulations shall be made in writing and delivered to the Board.
3. Upon receipt of a request for a special exception, the Board shall set a time and place for a hearing on the request for such special exception to the Building Regulations.
4. All interested parties shall be given the best practical notice of the time, place, and purpose of the hearing by the applicant, which shall not be less than notice by certified mail. The definition of interested parties shall include, but not be limited to, those individuals who own property:
  - a. Adjoining that as to which the special exception is requested;
  - b. Facing the property as to which the special exception is requested;
  - c. Immediately to the rear of the property as to which the special exception is requested;
  - d. Otherwise in the immediate vicinity of the property as to which the special exception is requested; and
  - e. Others whom the Board deems as interested parties.
5. These interested parties who object to the granting of the request for a special exception to the Building Regulations shall be given the opportunity to present their objections to the Board at the hearing. At the option of the interested party, the objection may be presented either in writing addressed to the Board or in person at the hearing.
6. The Board shall make the final ruling on the request for special exception to the Building Regulations and it shall base its decision on a determination of the reasonableness of the request on a determination that the request does

or does not seriously violate the rights of others or the spirit and intent of these Building Regulations.

7. Orchid Lake Estates, Inc. is a wholly-owned independent property owners association.

The above ORCHID LAKE ESTATES, INC. Policies, Rules and Regulations, Bylaws and Restrictions shall run with the land and shall be binding upon all subsequent lot owners and enforceable by Orchid Lake Estates Homeowners Association. These Policies, Rules and Regulations, Bylaws and Restrictions will be in force automatically year after year or until a decision is made by the Board of Directors to update or revise.

The Board of Directors reserve the right to waive, modify or release, by written statement recorded in the Clerk's office of the Circuit Court of Louisa County, Virginia, any of the foregoing covenants, restrictions, easements, and affirmative obligations; provided, however, any such waiver, modification or release shall conform to all County and State ordinances, specifically the Louisa County Subdivision Ordinance.

These Bylaws were adopted by the majority vote of the Board of Directors on October 28, 2023, in Orchid Lake Estates, Inc. and supersede all previous Bylaws, Restrictions and Addenda.

This is to certify that this is a true copy of the Bylaws of Orchid Lake Estates, Inc. of Louisa County, Virginia which are in full force and effect as of the 29 day of August, 2024.

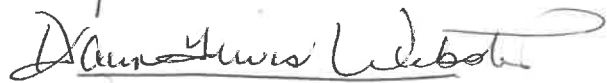


Michael Mull, President



Faithann Hope Goza, Secretary

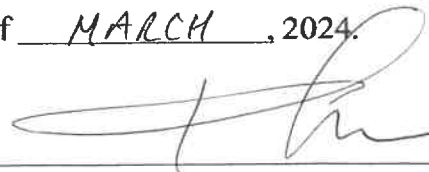
The foregoing instrument was acknowledged before me by Michael Mull, President, of Orchid Lake Homeowners Association on this 29<sup>th</sup> day of August, 2024.



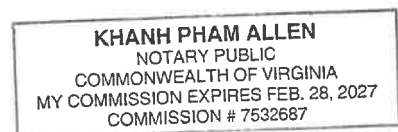
My Commission Expires on: 08/31/2025



The foregoing instrument was acknowledged before me by Faithann Hope Goza, Secretary, of Orchid Lake Homeowners Association on this 24 day of MARCH, 2024.



My Commission Expires on: FEB 28, 2027



RECORDED IN CLERK'S OFFICE OF  
LOUISA COUNTY CLERK OF COURTS ON  
OCTOBER 11, 2024 at 12:56:34 PM  
AS REQUIRED BY VA CODE §58.1-802  
STATE: \$0.00 LOCAL: \$0.00  
PATTY C. MADISON, LOUISA CLERK OF COURT  
PATTY C. MADISON CLERK OF COURT

