

PENINSULA TOWN CENTER PROPERTY OWNERS' ASSOCIATION  
AMENDED AND RESTATED RULES & REGULATIONS  
**(“RULES & REGULATIONS”)**  
(Version 5: Effective September 14, 2021)

**INTRODUCTION**

All initially capitalized terms, unless otherwise defined herein, shall have the meanings assigned to such terms in the Amended and Restated Declaration of Protective Covenants for the Peninsula Town Center, recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, as Instrument Number 180009873 (as amended, the **“Declaration”**). For purposes of these Rules & Regulations, the term **“Project”** means all real property within Peninsula Town Center except for those real properties owned and expressly managed by Target or JCPenney, or any of their respective successors or assigns. These Rules & Regulations are subject to the Governing Documents, the Declaration, the Bylaws, other instruments affecting the Peninsula Town Center (or portions thereof), any other recorded agreements in effect and conflicting herewith as of the date hereof, and all applicable laws (including without limitation ordinances and requirements of the City of Hampton, the Commonwealth of Virginia and the United States of America).

The Peninsula Town Center Property Owners' Association, Inc. (**“POA”**) is a Virginia nonstock, nonprofit corporation that was established by the Owners of the Project as the property owners' association for the mixed-use development generally known as “Peninsula Town Center”. The purpose of the POA is to promote the recreation, health, safety and welfare of all property owners within the Project and, in particular, for the improvement, operation and maintenance of certain properties, services and facilities within the Project. These properties and the Common Responsibilities are more particularly described in the Declaration. POA services include: (1) maintenance of certain Common Areas (as set forth in the Governing Documents), area street lighting, drainage facilities and roadways; (2) payment of taxes and insurance; (3) arrangements and payment for security; (4) operation and management of the POA and its committees; (5) payment of expenses and liabilities incurred by the POA in connection with the enforcement and performance of its rights and duties under the Declaration and these Rules & Regulations; and (6) making and collecting assessments and other financial arrangements to carry out the duties and obligations of the POA. Any approval or rejection by the POA, the ARC or any other subcommittee of the POA shall be deemed to be made or given at the sole and absolute discretion of such body.

The address for the notices to the POA is:

Peninsula Town Center Property Owners' Association  
16600 Dallas Parkway, Suite 300  
Dallas, Texas 75248

Each Owner within the Project by accepting a deed or other instrument conveying any interest in any portion of the Project acknowledges that, as the master developers of the Project, the parties to the Declaration have a substantial interest in ensuring that the improvements within the Project enhance their reputation as a community developer and do not impair their ability to market, sell or lease their property. Therefore, each Owner within the Project agrees that no work shall be commenced on such Owner's property unless and until it has received written approval for such work. These Rules & Regulations (including ARC approval) shall not apply to work undertaken by the POA, its employees, agents or contractors required under the Governing Documents. The POA maintains the Common Areas in accordance with the Governing Documents.

1. **ARCHITECTURAL REVIEW.**

- 1.1 The Architectural Review Committee (“**ARC**”) of the POA consists of not less than three (3) nor more than seven (7) persons, at least one of whom is a member of the Board of Directors of the POA. The POA's Board of Directors (“**POA Board**”) shall have the right to appoint all members of the ARC and may, subject to the first sentence, elect to have fewer members if it so chooses. A majority of the duly appointed ARC members shall constitute a quorum to transact business at any meeting of the ARC. The ARC meets periodically, upon the request of the POA Board, and otherwise as it deems necessary, to monitor the architectural and landscaping control and the development of the various construction and maintenance activities within the Project and **TO ENFORCE THE ARCHITECTURAL, LANDSCAPING AND OTHER PROVISIONS CONTAINED IN THE GOVERNING DOCUMENTS AND THE DECLARATION, AND OTHER INSTRUMENTS AFFECTING THE PROJECT.**

The ARC approves or disapproves all initial building and landscaping plans (including initial development and any redevelopment), any material structural change to an existing building, structure or improvement, signage, construction, maintenance and repairs, and any other plans and specifications proposed by Owners within the Project as well as any subsequent additions or revisions. Neither the ARC nor the POA Board shall unreasonably withhold or delay such approval. The ARC shall consider the architectural design, placement of buildings, aesthetic standards and any other factor including, but not limited to, the standards in the Governing Documents and the Declaration, and any other instrument affecting the Project, in making its decisions. The ARC shall have the right to refuse to approve any proposed plans that are not suitable or desirable or inconsistent with the Governing Documents, the Declaration, and any other instrument affecting the Project. The ARC is empowered to establish such procedures as it deems necessary to the accomplishment of its purposes and has implemented the following:

- Plans must be submitted to the ARC and written approval received by Owners prior to the commencement of any construction under the purview of the ARC. Please contact the POA office for preliminary information prior to drafting and submission of plans.
- Front elevation skylights are prohibited.
- Solar panel location and installation must be approved in writing, if at all, by the ARC prior to construction.
- Any change in the physical appearance of the exterior of any property within the Project is subject to the prior written approval of the ARC. This includes, but is not limited to, exterior colors of buildings, landscaping, any elimination, addition or reduction in landscape irrigation.
- All tenant signs affixed to buildings must obtain ARC approval before installation unless such sign is subject to and complies with the POA's then-existing pre-approved criteria. The construction, installation, redevelopment or other material change made to any sign on an Owner's Lot not affixed to a building (whether existing or new) must be approved in writing by the ARC prior to such Owner's construction, installation or redevelopment or material change.

1.2 Any approval granted by the ARC applies only to the particular plans and specifications which it has approved in writing. Any deviation or modification from the plans and specifications approved by the ARC will be deemed to be a violation of the Declaration and these Rules & Regulations, for which the Owner shall be responsible. For the ARC to carry out its duties and obligations for the mutual benefit of all Owners at the Project, it is necessary to have strict standards as to construction and design, and therefore, the ARC wishes to advise all Owners within the Project that it shall be their responsibility to comply strictly with the plans and specifications as approved. Approvals of the ARC must be in writing and signed by hand by a Board member of the ARC. No verbal alterations or deviations will be permitted. Each Owner within the Project shall be deemed to agree to take immediate corrective action, at its own cost and expense to correct any deviations or violations of the plans and specifications if the ARC determines that any construction or activity is taking place which is in violation of, or not in conformity with, the approved plans and specifications. The POA reserves the right to take whatever other action it deems necessary to correct any existing violation if an Owner within the Project fails or refuses to do so within the time specified by the ARC. All costs and expenses of any such actions undertaken by the POA shall be chargeable to the applicable Owner. Nothing contained herein shall, however, require either the ARC or the POA to correct defects of nonconforming construction.

1.3 The ARC shall have the following powers and duties:

- To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement or structure, the construction or placement of which is proposed upon any Lot, together with a copy of any applicable or

required governmental approvals. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement. Reviews shall be coordinated with required governmental approvals. The ARC shall have a reasonable period of time (not to exceed 30 days) to make its decision and respond to submittals, subject to the ARC's receipt of all conforming plans, application fees and other required information and/or materials needed to make such a determination.

- All decisions of the ARC shall be submitted in writing to the POA Board. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the POA Board within thirty (30) days of such decision, for a review thereof. The determination of the POA Board upon reviewing any such decisions shall in all events be at the POA Board's discretion and dispositive. Neither the ARC nor the POA Board shall unreasonably withhold or delay such approval.
- To adopt a schedule of reasonable fees, as the same may be revised from time to time by the ARC at its sole discretion, for processing requests for ARC approval. Such fees shall be payable by Owners within the Project to the POA at the time that plans and submissions are submitted to the ARC.
- If any existing improvement or structure on a Lot within the Project shall be changed, modified or altered without the prior written approval of the ARC, or in violation of the ARC's written approval, then the applicable Owner shall, upon demand, cause the improvement or structure to be restored (at the Owner's sole cost and expense) to comply with the original condition, or the plans and specifications originally approved by the ARC, as applicable.

- 1.4 The POA, through the ARC or otherwise, shall have the right, but not the obligation, to enforce all maintenance and repair obligations of Owners within the Project and of other associations under the Declaration, these Rules & Regulations, and under any other declaration of condominium or declaration of covenants and restrictions encumbering property in the Project. Each Owner within the Project shall perform such maintenance, repair and replacement to their property to keep it up to the community standards of the Project, as determined by the ARC; this obligation shall include, but not be limited to, the painting of exteriors, roof and trash area maintenance, and repairs of exterior premises.
- 1.5 The POA's right to enforce maintenance and repair obligations shall extend to property owned by individual Owners within the Project, as well as common property owned or operated by condominium associations within the Project. Nothing contained herein shall, however, require the POA to enforce any such repair or maintenance obligations under the Declaration or the declaration of any condominium within the Project.

- 1.6 Recognizing that ongoing construction activity, if not completed in a prompt and expeditious manner after the commencement of construction, could be a source of annoyance or dissatisfaction to nearby Owners and/or Occupants (“**Occupant**” is defined in the Declaration to mean any other person or entity who occupies or who is entitled to use a part of the Project as an Owner, lessee or licensee, or in any other capacity other than as the beneficiary of an easement), the POA requires that once commenced, construction on each building be prosecuted to completion in a prompt, continuous and diligent manner.

The POC or the ARC may require a designated staging area during construction for storage of construction materials and supplies in addition to other requirements to address safety concerns, minimize disruption and debris, and maintain the image and reputation of the Project. Subject to reasonable extensions in time to account for the existence of a Force Majeure Event (as defined below) that adversely impacts construction despite reasonable attempts by an Owner within the Project to continue such construction, any interruption in construction for a period of thirty (30) consecutive calendar days shall be deemed to create a presumption that such construction is not being carried out in a prompt, expeditious and continuous manner as otherwise required by this rule. A “**Force Majeure Event**” is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence by the party affected is unable to be prevented, provided that such event or circumstance is limited to the following: (a) riots, wars, acts of terrorism, or compulsory acquisition by any governmental or competent authority; (b) radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any nuclear component; (c) earthquakes, floods, fires or other physical natural disasters, but excluding adverse weather conditions regardless of severity; and (e) strikes or industrial disputes by labor not employed by the affected party (or its subcontractors or its suppliers) at a national, state or local level, and which affect an essential portion of the construction but excluding any industrial dispute that is specific to the performance of the construction.

Dumpsters and portable toilet facilities are required for all new construction and renovation of existing structures, and the applicable Owner within the Project shall ensure that such dumpsters and portable toilet facilities are “graffiti free” and maintained in a manner that is not unsightly, foul-smelling or unreasonably interfering with or endangering nearby Owners and/or Occupants. Such items should be placed in such a way to be unobtrusive to surrounding neighbors as much as possible. Additionally, fencing around the construction, or portions thereof, may be required so long as such fencing is acceptable to the POA. Dumpsters must be emptied regularly; no debris may exceed the top of the enclosure walls. Any requests for time extensions with respect to this rule must be made in writing and submitted to the ARC and the POA. Such request shall indicate the current status of construction, the reason for the time extension request, and the new estimated date for completion. Construction not

completed within the stipulated time period or a project upon which construction is not continuous as required by this rule may be treated as a nuisance and a violation of these Rules & Regulations subject to all remedies, including without limitation, all remedies at law or in equity for injunctive or other relief, levying of fines, and the POA's right to recover all costs of enforcement against the offending Owner of the property within the Project (including reasonable attorneys' fees and related costs).

2. **TRANSFER OF PROPERTY.** Upon every transfer of title to any Lot or portion thereof within the Project, it shall be an obligation of the current Owner and successor Owner to provide the POA, within thirty (30) days after closing, with a copy of the deed of conveyance or transfer of title to document proof of change of ownership, and contact information (including the successor Owner's mailing address, and name, telephone and email information of the individual responsible for such Owner) for purposes of notices and communications. Any selling current Owner within the Project shall provide the latest copy of these Rules & Regulations, the Declaration, the Bylaws and any other related documents to a new successor Owner. Failure to provide such documentation and information may result in the POA not having correct and up-to-date records which could place an Owner at a disadvantage in terms of not receiving notices of assessments, parking identification, and/or other relevant information and services. The POA shall not have, and expressly disclaims, any responsibility or liability for any lien placed upon property resulting from non-payment of an assessment if the copy of the deed and settlement statement were not timely provided to the POA to enable the POA to properly address assessments and other notices.
  
3. **SECURITY.** The security team ("Security") for the POA maintains a close working relationship with the City of Hampton Police Department and works with such Department on an as-needed basis. Security is authorized by the POA to inform Owners, Occupants and their respective tenants, invitees, family members, residents and agents within the Project if, and to what extent, they are in violation of these Rules & Regulations or any other rules, regulations or community standards established by the POA. The Project is patrolled by the City of Hampton Police Department. Security also patrols the Project. In the event of a police or medical emergency, individuals should first call 911 and then Security at (757) 838-7703). **If an Owner or Occupant within the Project experiences or takes any action with respect to an incident on its property or premises involving a fight, threat, argument or any other risk that poses a risk to any person or property at the Project, such Owner or Occupant is required to immediately call 911 and Security at (757) 838-7703 so that both the City of Hampton Police Department and Security can react as promptly as practicable and in accordance with applicable laws to prohibit further escalation of such risk. Any failure to immediately call 911 and notify Security shall be deemed a violation of these Rules & Regulations and the POA shall be entitled to exercise any and all of its remedies under Section 9 herein for such violation of this rule and to ensure future compliance. The POA reserves all right and is expressly entitled to preclude future entry onto, and to immediately remove any person from, the Project if such person has committed a Misdemeanor or Felony,**

**regardless of Class (as such terms are defined under applicable Virginia Law); provided, however, the POA shall be permitted to consider other factors such as the person's residence within the Project, employment within the Project and/or status as a paying guest staying overnight at any hotel within the Project in determining the remedies it wishes to pursue against such person; and provided, further, that in no event shall such a preclusion be deemed to preclude public access to the CDA Property.**

**4. PARKING.**

- 4.1 No vehicles may be parked on or within the driving surface and rights-of-way of the main roads except in marked, designated parking spaces. No vehicles may be parked on or within any drainage areas or unimproved sites of future construction (unless such areas are expressly identified as parking). This provision shall not apply to any construction or maintenance vehicles authorized to be on site in connection with the performance of any bona fide construction or maintenance activity approved by the POA, provided that: (a) such vehicles do not cause any damage to property; (b) any damage to property is promptly repaired to the satisfaction of the POA by the person responsible for such damage; and (c) such vehicles obtain approval of the POA as to the area where such vehicles may be parked. No vehicle may be parked on any driving surface of any private road whereby it obstructs or impedes traffic on said road, or blocks all or any portion of a sidewalk, bike path or driveway.
- 4.2 Commercial solicitations of any kind, including flyers or free newspapers, are not permitted at the Project. Please notify Security promptly of this problem should it arise.
- 4.3 Delivery areas, loading docks and service roads may be used only to make deliveries or provide other appropriate services. All deliveries must be made through designated delivery areas. Each Occupant must use its best efforts to cause all trucks servicing its facilities to load and unload before or after business hours and to minimize disruption to other Owners and Occupants of the Project.
- 4.4 Boats and trailers are prohibited from parking on the Project. Overnight parking is prohibited except for residential Occupants, hotel guests and commercial vehicles specifically permitted in writing in advance by the POA to park on the Project.
- 4.5 Posted speed limits and other traffic control signs must be strictly observed. Please report any violations to Security. The City of Hampton Police Department has jurisdiction to assess tickets and fines and to take any other permissible action within the Project.
- 4.6 The POA's operation of information booths, employment of security staff, undertaking of any measure relative to access to the Project or roads therein, or monitoring of activities within the Project, shall in no manner constitute a warranty or representation

by the POA as to the provision of, or level of security within, the Project. **THE POA DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLICITLY, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNATED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY WITHIN THE PROJECT ACKNOWLEDGES THAT THE POA, ITS EMPLOYEES, CONTRACTORS AND ASSIGNS ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED WITHIN THE PROJECT AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, LIABILITIES, CLAIMS OR DEATHS RESULTING FROM SUCH OCCURRENCES.** Further, the POA reserves the right, at any time, to increase, decrease, eliminate or add manned or unmanned information booths, sensors, gates and other access or monitoring measures as it deems appropriate in its sole discretion. The terms of this Section 4.7 shall apply notwithstanding any other provision herein to the contrary.

- 4.7 ALL PROPERTY WITHIN THE PROJECT SHALL BE DEEMED TO BE A "TOW-AWAY" ZONE FOR VEHICLES PARKED IN VIOLATION OF THESE RULES & REGULATIONS AND SHALL BE SUBJECT TO THE TERMS OF SECTION 4.3 HEREIN. Any unregistered, unauthorized, unattended or illegally parked vehicles of any kind within the Project may be towed off the property at the sole expense of the owner of the vehicle.

Subject to the other provisions of these Rules & Regulations and any applicable laws and ordinances, any vehicle parked in violation of these Rules & Regulations (including the other restrictions contained herein) may be towed away by or at the request of the POA (which request shall be exercised in the sole and absolute discretion of the POA), at the sole expense of the owner of such vehicle. Owners of towed vehicles shall be solely and exclusively responsible for (i) determining from Security or any posted signs within the Project, or otherwise, the contact information of the person or firm towing or removing such person's vehicle, and (ii) payment of all costs and expenses associated with towing, storage and retrieval of such Owner's vehicle from the towing company.

The POA and its officers, directors, agents and employees, shall not be (i) liable for, and expressly disclaim any liability to, any vehicle owner or any other person or entity for trespass, conversion, property damage, other damage or costs or expenses related to a towed vehicle or the process of towing such vehicle, or (ii) guilty of any criminal act, by reason of such towing. The term "vehicle" shall include without limitation motorcycles, trucks, vans, campers, mobile homes, recreation vehicles, boats and trailers.

## 5. **GENERAL**

- 5.1 No Owner, Occupant or a tenant, invitee, family member, or agent of an Owner or Occupant shall make or permit any disturbing noises in or about the buildings that may be heard in the Common Areas within the Project or engage in any conduct which will interfere with the rights, comforts, or conveniences of other Owners or Occupants within the Project. No Owner or a tenant, invitee, family member, or agent of an Owner within the Project shall play or permit to be operated, a phonograph, television, radio or sound amplifier in such a manner as to disturb or annoy other Owners or Occupants within the Project.
- 5.2 No Occupant of any residential unit shall be permitted to operate or advertise any business activity within the Project unless first approved in writing by the POA, subject to the requirements of any applicable laws and any restrictions in existing leases or other agreements. Owners and Occupants of residential property are prohibited from conducting any business activity from their residences in the Project which in any way involves or could be expected to involve having employees, customers, clients or other persons visit such residences or the ways adjoining, or which involve deliveries of any kind being made to the residences.
- 5.3 Other than the United States flag, no other decorative flags or banners shall be displayed on any property within the Project without the prior written approval of the ARC.
- 5.4 It is the obligation of all Owners and Occupants within the Project to maintain their lots free from trash, newspapers accumulating or piling up, debris, and unsightly growth of grass or weeds. This provision also applies to vacant lots and parking lots that are not Common Areas required to be maintained by the POA unless otherwise set forth in the Declaration.
- 5.5 Dumpsters and trash containers must be located within the Lot boundary and may not encroach into streets or sidewalks within the Project. No garbage or trash container shall be kept upon or adjacent to any road, any Common Area, front yard, side yard, or other place within the Project or within the view of persons using the roads of the Project. Initial move-in trash from inventory, including but not limited to packing crates, shall be removed at the Owner's or Occupant's sole cost and expense, as applicable. Any wet trash, including but not limited to food debris, is to be placed by the Owner or Occupant, as applicable, in plastic bags and tied before being placed in trash containers within the Project. All boxes are to be broken down by Owners or Occupants, as applicable, before being placed inside trash dumpsters or containers within the Project. Sidewalk trashcans are not for Owner or Occupant use. Owners, Occupants, and their respective employees shall not, at any time, place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of their

premises or in the Common Areas of the Project. If any item is left at the rear of an Owner's or Occupant's premises within the Project, as applicable, or at the base of a trash dumpster or container within the Project, and the POA determines the person to whom such trash item belongs, whether via observations of Security, third party witnesses, recordings on security cameras or through other means, the POA has the right to charge that person and/or his/her employer the cost to have such item removed in addition to any fines that may be levied by the POA for such noncompliance. Trash dumpsters and containers within the Project are solely for the use of Owners, Occupants and their employees for disposal of trash related to their use permitted within the Project. Owners, Occupants and their respective employees shall not dispose within any such trash dumpster any inflammable, combustible, corrosive, caustic, poisonous, explosive or hazardous substance (except for cleaning solutions customarily used in such person's business, and provided that such person only maintains on their premises quantities necessary for such use and complies with all applicable laws governing the use, storage and disposal thereof) or cause or permit any odors to permeate in or emanate from such trash dumpster or container. Owners, Occupants and their respective employees must, at all times, close all "open top" trash containers and dumpsters within the Project after disposing of trash and shall not dispose of trash in a manner or quantity that prevents such "open top" doors from closing. Each Owner, Occupant and any employee of such persons shall keep closed all fences and gates enclosing trash containers within the Project when such enclosures are not in use.

Any person who is found to have disposed of their personal trash in a dumpster within the Project, and any Owner or Occupant (which shall include, for purposes hereof, any employee or independent contractor of such Owner or Occupant) or person who is found to have violated these Rules & Regulations, shall be subject to all remedies available to the POA under Section 9 of these Rules.

- 5.6 Except to the extent said property includes Common Areas required to be maintained by the POA, it is the duty and responsibility of each Owner to maintain its property in a neat and clean manner at its own expense. The POA reserves the right, but has no obligation, to enter any Lot within the Project to perform remedial and continuing repair and maintenance functions where an Owner has failed to perform same and/or an association having jurisdiction over the improvements in which said lot is contained has failed to perform the required maintenance or repairs in the absence of the Owner doing so.
- 5.7 No Lot, unit, improvements thereon or any interest therein shall be sold, marketed or conveyed by onsite auction, nor shall auctions of any real or personal property or interests in real or personal property be conducted within the Project. Garage sales, 'going out of business' sales and any other similar sales are prohibited from being conducted on any Lot, residential or condominium unit, or in the Common Areas.
- 5.8 No interior or exterior signs, placards, advertisements, posters, political statements,

display racks, brochure holders, “For Lease, “For Sublease” or “For Sale” signs, or other similar materials or displays which are visible from the exterior of buildings shall be installed, exhibited or displayed in, on, or from any part of the Project or structures existing therein, including from or near windows or walls, without the prior written approval of the ARC, which approval shall not be unreasonably withheld.

- 5.9 The Owners and Occupants at the Project shall maintain any real property owned or leased by them that is not required to be maintained by the POA in a neat, clean and presentable condition consistent with the high standards of the Project and will not engage in any activities which will detract from the overall appearance of the Project or which, in the judgment of the POA Board, constitute a nuisance.
- 5.10 All deliveries to the businesses within the Project shall be made, and all service vehicles shall be parked, within designated delivery areas to not block fire lanes or flow of vehicular traffic. This requirement is to keep the fire lanes and main driving surfaces clear of parked vehicles and for aesthetic purposes. In no event shall any deliveries or service vehicles be parked in any fire lane.
- 5.11 Children under 18 years of age must be accompanied by a legal guardian at all times when on Project property; provided, however, this requirement shall not apply to children who are guests staying at a hotel within the Project, residents of a multi-family unit within the Project, or current employees of an Owner or Occupant within the Project.
- 5.12 Each Owner, Occupant and their respective guests, invitees, customers and employees shall comply with any Community Standards and other rules and signs that may be posted publicly within the Project.
6. **ASSESSMENTS; ANNUAL MEETING; ROSTER.** Each Owner is liable for any General Assessments and Special Assessments. Deposits of partial payments of disputed amounts by the POA shall not be deemed to be an acceptance of such payment as payment in full or other compromise of the dispute. The POA has lien rights as to any assessments not timely paid. The POA Annual Meeting is held during the third (3rd) quarter of the POA’s fiscal year and on such date(s) and at such time(s) as the POA Board may specify by resolution. All Owners will be notified at least thirty (30) days prior to the annual meeting date and at least ten (10) days prior to all other meetings scheduled by the POA. The POA will attempt to maintain a current roster of all Owners and their addresses. It is each Owner's responsibility to notify the POA office of any change of address or Ownership.
7. **CONDO ASSOCIATIONS; GOVERNING DOCUMENTS; REQUIREMENTS OF CITY.** While each Owner of a property within the Project is a member of the POA, subject to proper registration in connection with resales, each Owner may be similarly a member of one or more condo associations within the Project, which will have their own budgets, assessments, rules and regulations (which may or may not be the same as these

Rules & Regulations) and duties. Any additional rules and regulations of any other condo associations are in addition to the Rules & Regulations of the POA, but such rules and regulations may be subject to the approval of the POA. Use of property within the Project is subject to the Governing Documents, the Declaration, other instruments affecting the Project (or portions thereof), these Rules & Regulations, any other rules and regulations of a condo association, and applicable laws (including without limitation ordinances and requirements of the City of Hampton, the Commonwealth of Virginia and the United States of America). Each Owner shall comply with each rule contained herein or of any condo association, and each Owner shall not engage in any prohibited uses contained herein or therein.

8. **“HOLIDAYS”**. The term “**Holidays**” as used in these Rules & Regulations means days declared by regulatory or legislative acts or orders as national or state holidays.
9. **ENFORCEMENT**. Subject to applicable laws, the POA shall have the full right and authority to enforce these Rules & Regulations by (i) levying fines and penalties for any violation of these Rules & Regulations, (ii) prohibiting persons from future access to or use of the Project for any violation of these Rules & Regulations, (iii) engaging in remediation, security, maintenance, repair or clean-up efforts on behalf of parties responsible for any violation of these Rules & Regulations, (iv) pursuing any available equitable or administrative legal remedies, including without limitation injunctive relief, to enforce and prevent future violations of these Rules & Regulations; and/or (v) seeking full reimbursement of any and all costs, expenses and fees (including without limitation reasonable attorneys’ fees and related court costs) incurred by the POA (including without limitation the POA’s agents, representatives, managers and attorneys) in pursuing or enforcing any of the remedies set forth in this Section 9, whether in arbitration, mediation, an administrative hearing, or any level of litigation.
10. **CONCLUSION**. By virtue of ownership, leasing or use of property or facilities at the Project, each Owner, Occupant, lessee, hotel guest, resident or any other person accessing the Project is bound by and agrees to comply with all of these Rules & Regulations as set forth above, which may be amended or modified from time to time by the POA Board in its sole and absolute discretion. Each Owner, Occupant, lessee, hotel guest, resident or any other person accessing the Project shall be subject to and liable under these Rules & Regulations, as the same may be amended or modified from time to time. The foregoing Rules & Regulations shall in no way amend or alter the POA’s Articles of Incorporation, its Bylaws or the Declaration, and shall only be supplemental thereto.