

**Longhill Gate Homeowners Association, Inc.**  
**Rules and Regulations**  
**and**  
**Architectural Standards**

The Board of Directors of the Longhill Gate Homeowners Association, Inc. (the “Association”) has adopted these Rules and Regulations and Architectural Standards, pursuant to the authority set forth in Article 7, Section 7.16 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Longhill Gate dated October 23, 2024 (the “Declaration”), which empowers the Board of Directors to adopt and publish rules and regulations governing the use and enjoyment of the Property, Common Area and facilities, and other areas of Association responsibility as set forth in the Governing Documents; and Va. Code Ann. §55.1-1819 which empowers the Board of Directors to establish, adopt and enforce rules and regulations with respect to the use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by the Declaration. The Board of Directors’ authority to establish Architectural Standards is found in Article 5 of the Declaration.

**SECTION 1- GENERAL**

A. Applicable to all Owners and Residents. All Owners, Owners’ family members, tenants, tenant’s family members and guests shall comply with the Rules and Regulations and Architectural Standards (collectively, the “Rules and Regulations”) as set forth herein and as the same may be amended from time to time. Owners are responsible for the actions of their family members, tenants, tenant’s family members and guests, and have the duty to inform such persons of the Rules and Regulations. Failure to comply with the Rules and Regulations may result in the imposition of charges to the Owners and / or suspension of certain rights of the Owners pursuant to Section 4 below.

B. Governing Documents. The Rules and Regulations and Architectural Standards should be considered with the Declaration, and all amendments or supplements, the Bylaws and the Articles of Incorporation (collectively, the “Governing Documents”). If any of these Rules and Regulations and Architectural Standards conflict with the terms and provisions of the Governing Documents, the terms and provisions of the Governing Documents shall control.

C. Purpose of Rules and Regulations. The Longhill Gate Homeowners Association was formed to provide for the management, maintenance, operation, and architectural control of the residence lots and Common Area in Longhill Gate, and to further and promote the common interests of the residents of Longhill Gate, and to administer the affairs of the Association. The Board of Directors of Longhill Gate Homeowners Association is the administrative governing body charged with exercising all of the powers and privileges; performing all of the duties and obligations, and enforcing the Governing Documents for Longhill Gate Homeowners Association.

## SECTION 2 – RULES AND REGULATIONS

A. Home Occupations. In accordance with Article 7, Section 7.2 of the Declaration, Owners may maintain an office in the dwelling if it complies with the Declaration and is approved by the Board of Directors.

1. An Owner must apply to the Board of Directors through the Management Company for approval for a home occupation.

2. The application must be in writing and state the nature of the business, the anticipated impact on the community, if any, and compliance with Article 7, Section 7.2 of the Declaration.

3. Copies of all documents filed with James City County shall be provided with the application.

4. Approval/Disapproval will be in writing from the Association within 30 days of receipt of the application by the Association.

5. The home occupation shall comply with the following:

a. The occupation or activity is conducted entirely within the dwelling;

b. The occupation requires no external alterations or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the home or in adjacent property;

c. No exterior evidence of the occupation or activity exists;

d. No articles are displayed or otherwise offered for sale upon the Lot;

e. There is no equipment or process inside that may disrupt neighboring dwellings; and

f. Such office generates no significant increase in traffic by clients, customers, or other persons related to the business.

g. The occupation complies with state law and local ordinances;

B. Antennae, Satellite Dishes. In accordance with Article 7, Section 7.6 of the Declaration, satellite dishes of one meter or less and antennae are permitted subject to the recommendations and guidelines set forth in the Declaration. To preserve the architectural quality of our neighborhood, the Association encourages residents to submit an application but recognizes that FCC regulations permit (i) satellite dishes of one meter or less; (ii) antennas that are one meter or less in diameter or diagonal measurement for wireless communication; or (iii) antennas to receive local television signals, provided that the mast does not exceed 12 feet above the roofline, to be placed upon the Owner's Lot as necessary for reception of an

acceptable quality signal. The Association shall process the application promptly. The following guidelines apply:

1. All wiring shall be properly secured and may require concealment.
2. The color of the satellite dish or antenna, if no options are available, should complement the exterior of the dwelling or remain in neutral color, i.e., black, gray or tan.
3. No advertising is permitted on the satellite dish or antenna other than the brand name.
4. Based on the required positioning to receive transmission, the satellite dish or antenna should be placed in an inconspicuous location where it will not create a safety hazard.
5. Satellite dishes and antennas will not be placed on the Common Areas.
6. Satellite dishes and antennas that exceed the size set forth above shall require an application to the ACC and approval.

C. Solar Panels. Solar Energy Collection Devices (“Solar Devices”) require review and approval by the ACC prior to installation and shall be selected, placed, and installed with the primary goal of minimizing their appearance on the house and every effort must be made to limit visibility from neighboring properties, the Common Areas and the street. The ACC is authorized to prohibit Solar Devices that are visible from the street or on the front of any home. The quality, design, color, configuration and location of the proposed Solar Devices must be compatible with the architecture of the house and of neighboring properties, and shall be subject to the following:

1. All Solar Device installations shall be reviewed on a case-by-case basis. Solar Devices must be flush-mounted and parallel with the roofline upon which it is installed.
2. All framing, piping, control devices and wiring must be painted to match the color of the roof or the element upon which it is installed.
3. Ground mounted Solar Devices Panels must be as small as possible, located in the rear yard not facing a street, and screened with sufficient evergreen landscaping, which must be maintained to screen the Solar Device from view of neighboring properties.

D. Flags and Flag Poles. Flag poles shall be attached to porch railings/columns, the front door frame of the house or the garage door frame. No permanent in-ground flag poles are permitted. Flags shall not be larger than 4’ x 6’. Flag poles shall not exceed 6 feet (6’) in length. Only one 4’ x 6’ flag shall be displayed at any given time on an Owner’s Lot. Flags shall be properly maintained and removed if faded, or in disrepair.

The following flags are permitted:

1. The United States and the 50 States;
2. Active branch of the Armed Forces of the United States;
3. Any military valor or service award of the United States;
4. Schools/Universities;
5. Holiday themes;
6. Nature scenes; and
7. Sports teams.

Similar small size flags are permitted in garden areas. The ACC is permitted to approve special request for flag displays.

E. Pets. In accordance with Article 7, Section 7.4 of the Declaration, dogs, cats, and usual household pets may be kept on their property, subject to the following:

1. All pets shall be leashed and under the control of the owner when outside the house and / or porch area of the Owner's unit. Electronic collars, electric fences and portable enclosures (pens) are not permitted.
2. Each Owner is responsible for cleaning up excreta which are deposited on lawns and common areas by their pets.
3. Pets are not permitted to engage in behaviors that constitute an unreasonable annoyance or nuisance to other Owners.
4. Pets may not be kept or maintained for commercial purposes
5. Usual household pets shall include dogs, cats, fish, caged birds, hamsters and guinea pigs
6. Other animals, livestock, reptiles, poultry and insects are prohibited on Lots and Dwelling Units.

F. Leasing and Restrictions. Article 7, Section 7.17 of the Declaration addresses the leasing of property in Longhill Gate, and establishes leasing restrictions. It further provides that the Association may establish reasonable rules and regulations concerning leasing.

1. A Lot shall be considered leased when it is occupied or used on a regular basis by any person or persons other than the Owner or a member of the Owner's immediate family, or in the circumstance of an entity or trust, by a member or stockholder, or trustee or beneficiary as applicable. Immediate family is defined to only include (1) natural or adoptive parents, including stepparents; (2) full or half siblings, including stepsiblings; (3) natural or adopted children, including stepchildren; (4) spouses, including domestic partners; (5) in-laws; (6) grandparents, including great grandparents and spouses of grandparents.

2. The Owner's failure to use a lease agreement shall not be indicative of whether the Lot is leased.

3. All leasing must comply with the Declaration and the following:

a. No more than twenty-five (25) Lots may be leased at any time (the "Rental Ceiling"). Any Owner intending to lease their Lot shall submit a written request and a copy of the proposed lease to the Board of Directors. The Lot shall not be leased unless the Board approves the written request in writing. Permission to lease a Lot or the granting of a hardship exemption is subject to the Owner being current in the payment of Assessments and not having any violation of the Governing Documents at the time permission is given or the exemption granted throughout the term of any lease. In the event an Owner breaches this requirement, the permission to lease or hardship exemption shall be automatically revoked.

b. The initial lease agreement shall be for not less than one (1) year and will be in compliance with and subject to all Governing Documents, rules and regulations and Architectural Standards.

c. The Owner must provide tenants with a current copy of the Association's Governing Documents, rules and regulations and Architectural Standards at the Owner's expense prior to occupancy. If an Owner requests an additional set of the Governing Documents or copies of any amendments thereto from the Management Company, the fee is \$50.00. The Board of Directors shall have the right to adjust the amount of such fees. The Owner shall be responsible for providing tenant with any amended Governing Documents that are approved by the Association during the term of the lease.

d. Lease Agreements shall include a provision providing that failure of the tenant to comply with the terms and conditions of any of the Governing Documents and rules and regulations and Architectural Standards shall constitute a default under the Lease Agreement.

e. No Owner shall lease less than the entire Dwelling Unit, and subleasing is prohibited.

f. Leasing does not relieve an Owner of any obligation or responsibility for the Lot or Dwelling Unit as specified in the Governing Documents, rules and regulations or Architectural Standards.

g. An Owner's approval of leasing shall terminate when the Owner's ownership of the Lot ends whether by deed, inheritance or otherwise, or when the Dwelling Unit is unoccupied and there is no lease agreement in effect for ninety (90) days.

h. The Owner must provide written notification to the Association within fifteen (15) days after a tenant vacates the Lot.

4. Should there be twenty-five (25) or more Lots leased at the time an Owner submits their written request, the Owner will be placed on a waiting list. An Owner placed on a waiting list will be allowed to lease their Unit when the number of Lots leased is less than twenty-five (25) and priority shall be determined in the priority that such Owner is placed on the waiting list.

5. Any Owner who is leasing their Lot prior to December 19, 2024, the recording date of the Declaration (the "Recording Date") is deemed an Exempt Owner though their leased Lot will be included in the Rental Ceiling. To qualify as an Exempt Owner, the Owner must (1) be leasing or renting their Lot in compliance with the Governing Documents; (2) and have provided the Board of Directors with a copy of the lease no later than January 18, 2025. An exempt Owner's permission to continue leasing shall end when the Exempt Owner reoccupies their Lot, or when the Exempt Owner's ownership of the Lot ends whether by deed, inheritance or otherwise, or when the Dwelling Unit is unoccupied and a new lease is not in effect for ninety (90) days.

6. The Board of Directors may, in its sole discretion, authorize an Owner to lease their Lot which may cause the maximum number to exceed the Rental Ceiling, only upon showing by the Owner of hardship from the Board of Director's denial of the lease request. Examples of "hardship" are found in Article 7, Section 7.17 (e) of the Declaration.

7. Short term lodging, vacation, transient or hotel-type leasing or any form of temporary occupancy where the occupant or tenant occupies or uses the Dwelling Unit or Lot for a period of less than one (1)

year is prohibited unless the Owner is also occupying the Dwelling Unit. The only exemptions are (1) where a tenant who initially had a one (1) year lease renews for a lesser period of time but in no event less than a month-to-month period; (2) occupancy by a seller or buyer pursuant to a contract of purchase (i.e. post-closing or pre-closing occupancy); or (3) temporary occupancy by a person who is entrusted by the Owner to live temporarily at the Owner's Dwelling Unit to provide house or pet sitting services while the Owner is temporarily away from the Dwelling Unit, provided that the Owner provides the Association with confirmation of the lease renewal, or a copy of the contract of purchase and post-closing or pre-closing occupancy agreement or confirmation of pet or house sitting.

8. The Association has the right to require an Owner to complete a Tenant/Leasing Information and Acknowledgement Form to include the name and contact information of all residents and tenants in case of an emergency and a copy of the lease pertaining to the Lot and for such other documentation or information related to leasing as determined necessary by the Board of Directors.

9. The Board of Directors has the power to adopt, amend, modify, enforce and/or repeal such rules and regulations to administer and enforce the leasing requirements herein and to amend or modify the leasing application process and required documents.

10. In the event of a renewal lease with the same tenant, the Owner shall submit a new Tenant/Leasing Information and Acknowledgement Form and a copy of the renewal lease or amendment to the Association

11. The Owner is responsible for the conduct of the tenant, the tenant's family and guests at Longhill Gate.

G. Occupancy Limits. The number of occupants for a dwelling unit in Longhill Gate is subject to James City County Code, Chapter 24, Article I, which limits occupancy of a dwelling unit to a single family. A family is, exclusive of household servants, (1) an individual; (2) two or more persons related by blood, marriage, adoption or guardianship; (3) a number of persons, not exceeding three, living and cooking together as a single housekeeping unit though not related by blood, marriage, adoption or guardianship; or (4) not more than two unrelated persons living and cooking together along with two or more persons related by blood, marriage, adoption or guardianship, as a single housekeeping unit.

H. Parking. "Primary" parking space refers to a garage and/or spaces in front of or next to a residence. "Overflow" spaces are those available at the pool house and are for temporary use only. "Auxiliary" parking refers to those spaces available on the same street as the residence, but are not immediately in front of any residence. This does not apply to Sloane Square, as the visitor spaces are not considered "Auxiliary" spaces. These spaces are for the use of visitors and not occupants of a residence. "Auxiliary" spaces for Sloane Square are at the pool house in the spaces to the left of the entrance. Residents shall use their Primary parking spaces for parking up to two vehicles per residence. For those Lots that have a garage, the garage space shall be considered a Primary parking space. If a residence has more than two vehicles parked in the community, any additional vehicles shall be parked in an Auxiliary space. Overflow or Auxiliary spaces should be used only after the resident's Primary space is occupied. Parked vehicles shall not interfere

with the ingress and egress of others along the roadways. Parking is prohibited at all times along Longhill Gate Road. The paved area on the east side of Longhill Gate Road between Hatton Cross and Chiswick Park is a large vehicle turn around area and parking is not allowed there at any time. At the present time, assigned parking exists only on Sloane Square. If residents of a particular area desire to have parking spaces assigned, a plan agreed upon by 75% of the affected residents can be presented to the Board of Directors for approval and implementation. Motorcycles and motorized scooters are considered vehicles and must be parked in the designated parking areas for a particular resident's unit.

I. Handicapped or Disabled Parking. The Board of Directors can designate that a particular space be restricted for handicapped/disabled parking upon receipt of a written request from a homeowner accompanied by a copy of the DMV certification of a permanent disability or medical verification for any temporary disability. The restricted designation shall be removed when no longer needed.

J. Vehicles.

1. Operation of Vehicles. All vehicles parked in Longhill Gate shall be maintained in operable condition at all times and shall have a valid inspection sticker and a valid license/registration. No unlicensed motor vehicles shall be operated within Longhill Gate, except for handicapped and Association owned maintenance vehicles.

2. Vehicle Repairs. No portion of the Property shall be used for the repair, oil changing, or any other vehicle maintenance on any street or parking area in Longhill Gate. Such work is permitted only within an enclosed garage. Vehicle washing is permitted.

3. Abandoned Vehicle. A vehicle that is parked on Association property is presumed abandoned if it has been in a specific location for four (4) days without being moved and if it lacks either (1) a current license plate, or (2) a valid state inspection certificate or decal.

4. Commercial Vehicles. No commercial vehicles shall be parked or maintained on Common area or on any Lot except in locations designated by the Association. Commercial vehicles are vehicles which are designed or used for commercial applications, including, but not limited to, vehicles (1) displaying a commercial license plate; (2) displaying markings, signage, or logos for a business; (3) carrying equipment, tools, or rubbish on the exterior of the vehicle; or (4) having three or more axles. Workmen performing commercial deliveries and services are permitted to park their vehicles at the property of the recipient/employer. Their vehicles shall not interfere with traffic and parking by other residents.

5. Construction and Oversized Vehicles. No construction or oversized vehicles shall be parked or maintained on Common Area or on any Lot, except vehicles or equipment being used for construction as permitted by the ACC. Oversized vehicles are vehicles that are unable to fit in a regular-size parking space.

6. Boats, Trailers, etc. No boat or personal water craft, trailer, fifth-wheel trailer, camper, mobile home, motor home, pop-up camper/tent trailer, dune buggies or other recreational vehicle, and similar vehicles or equipment shall be parked or maintained on any street, Lot, or on any Common Area. Owners

are permitted to park camping trailers, motor homes, or recreational vehicles in the street near their unit for up to 48 hours for loading, unloading, and cleaning purposes, but shall not impede traffic flow.

7. Compliance. All residents, family members, renters, employees, visitors, guests, and agents of owners shall comply with the parking rules. Owners are responsible for informing their tenants of these rules and are responsible for their compliance.

8. Enforcement. Vehicles in violation of these rules and regulations shall be ticketed upon authorization of the Board of Directors. Such a ticket will describe the violation(s) and will be placed in a visible place on the vehicle. If it can be determined that the vehicle is registered to a renter or visitor, the Lot Owner also will be notified of the infraction(s). If any infraction is not corrected within two (2) weeks after the notice is served, the vehicle/trailer/boat shall be removed from the Longhill Gate Community at the Lot Owner's expense and without any legal liability to Longhill Gate Homeowner's Association. Only one notice will be given. Repeat offenders will be towed without notice. The Board of Directors must approve exceptions to this policy in writing.

K. Pool.

1. Pool Use. The pool is for the exclusive use of Longhill Gate Owners, the Owner's resident family members, guests, and tenants. Owners are responsible for the conduct of their family members, guests, and tenants.

2. Pool Access. Every Owner or tenant who uses the pool must have a key. Owners and tenants shall not lend or give their key to anyone outside of those that live with the Owner or tenant. All replacement keys are \$50.00 each which must be paid at the time a replacement key is requested. The entrance door is to remain locked at all times. The entrance door shall not be propped open. The fence and gate that surround the pool are for the protection of Owners, family members who reside with the Owner, guests, and tenants. All pool users must sign in when using the pool area including name, address, and key number. Each resident may occasionally bring up to four (4) local guests to the pool. We do not have a lifeguard or a pool monitor; we rely on the honor system. Anyone who repeatedly or excessively abuses the rules may have their pool usage curtailed or revoked by the Board. Larger parties must have a party permit that may be obtained from the Pool Chairman. Should the guest policy be abused, the Board of Directors may restrict the number of guests permitted.

3. Lifeguards. SWIMMING IS AT YOUR OWN RISK AS THERE ARE NO LIFEGUARDS ON DUTY. All persons under the age of 16 shall be accompanied by an Owner or tenant over the age of 18. Any person who is unable to swim must be accompanied by an Owner or tenant who can swim.

4. Attire. Proper swim attire must be worn. Any person who is not toilet trained or is incontinent must wear swim diapers. Disposable diapers are not permitted. Street clothes and cut-offs are NOT allowed in the pool.

5. Conduct. Diving, running, profanity, horseplay, rough play, water guns, inappropriate language, improper conduct or behavior that is potentially dangerous or offensive is not permitted. Please respect



others that are using the pool and pool deck. No diving is allowed. Personal audio devices are permitted provided that they are used with headphones or ear buds. Audio equipment with external speakers producing amplified sound are not permitted. All trash shall be placed in a trash receptacle.

6. No Smoking. Smoking or the use of any tobacco products, including vaping, is prohibited in the pool area and clubhouse.

7. Items Not Permitted. Persons with open wounds, sores, skin infections or communicable disease are not permitted in the pool. Glass of any kind is prohibited on the pool deck and in the pool. Pets of any kind are not permitted in the pool area or clubhouse. Drinks and food are not permitted in the pool area. Motorized or remote-controlled devices such as drones, vehicles or floating items are not permitted.

8. Inclement Weather. At the first sound of thunder or first sighting of lightning all persons should immediately leave the pool and pool area. The Association may close the pool when weather forecasts indicate the likelihood of dangerous conditions.

9. Departure. When leaving the pool, umbrellas must be put down, chairs must be returned to the tables and all trash must be properly disposed.

10. Injury. Any injury sustained while in the pool area shall be immediately reported to the Management Company.

11. Loss of Pool Privileges. Additional pool rules are posted in the pool area. Failure to abide by these rules and the posted rules may result in the immediate loss of pool privileges.

L. Trash and Garbage Containers. Trash and garbage containers shall not be permitted to remain in view from the front of the property except on days of trash collection. All containers can be placed at the curb the night before trash collection and must be removed and properly stored by the end of the following day. Containers must be stored inside the garage or on the side or back of your property. Any screening for the trash containers shall have ACC approval prior to construction.

M. Recycling. The following rules shall be followed to ensure continuation of the Association's participation in the recycling program. Do not remove the recycling cans from the designated recycling area. Residents who do not follow the rules will lose the privilege of participating in the recycling program.

1. Acceptable Materials. The materials that can be collected includes the following:

- Newsprint
- Mixed paper-including paper bags, junk mail, magazines, catalogs, newspaper inserts, and cereal boxes. All boxes shall be knocked down flat.
- Corrugated cardboard shall be knocked down flat.
- Clear, brown, and green glass
- Metal cans
- Aluminum cans and foil products

- All plastic bottles and jugs, wide-mouth containers such as butter tubs and yogurt cups, clamshell containers such as salad bar containers, strawberry containers, and bakery product containers.
  - Rigid plastics such as flower pots, buckets and pails, plastic toys
2. All materials must fit into the cart and the lid must be closed. Do not set materials outside of the carts. If the carts are full, the materials must wait until the next collection.
  3. Plastic bags are NOT recyclable. Plastic bags can be recycled at local grocery stores or at the James City County Convenience Centers. Do not place plastic bags of recyclables into the recycling carts.
  4. No moving boxes or other large boxes shall be placed in the recycling cans. Moving boxes and large boxes should be taken to the James City County Convenience Center (Recycling Center) on Jolly Pond or Tewning Road.
  5. Household waste and trash shall not be placed into the recycling carts. Carts that contain household waste and trash will not be serviced.
  6. NOTE: Continuous use of recycling carts to dispose of household waste and trash shall result in the ending of the recycling program for the community.

### SECTION 3 - ARCHITECTURAL STANDARDS

A. Application. In accordance with Article 5 of the Declaration, an Owner is required to submit a written Application to the Architectural Control Committee (“ACC”) for approval before making any change that alters the exterior of the Lot or any improvements. This includes the constructing, erecting, installing, maintaining, altering, enlarging, demolishing or removing any improvement that alters the exterior appearance of the lot or any improvements, including any change in paint color. The Application shall include a proposed construction schedule, a list of materials and at least three (3) sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition, or removal. If the proposed alteration includes changes in color of paint, the Application must include color specifications or samples of color.

1. The following items requiring approval are provided as a guide. This list is not all inclusive.

- a. Exterior color
- b. Siding and trim
- c. Roof type and color
- d. Decks
- e. Patios
- f. Building additions
- g. Extensive landscape changes
- h. Exterior lighting
- i. Temporary structures (storage sheds, tents)
- j. Tree removal

- k. A/C replacement unit
- l. Back-up generator

B. Plans. In the event that a dwelling unit has to be reconstructed, the new dwelling unit shall conform to the original construction, footprint and dimensions. No building will be approved which, in the opinion of the ACC is not structurally sound and architecturally appropriate for the site on which it is located. However, it is further provided that the ACC may, at its discretion, modify the above requirements and present these modifications to the Board of Directors.

C. Fences. The term “Fence” shall include, without limitation, any barrier, enclosure or boundary provided by a structure, wood, vinyl, composite material, or other similar material. Fences which enclose the front or back yard of a Lot are not permitted. Fences to complement landscaping may be permitted if approved by the ACC, provided that the fence (1) does not enclose the front or back yard; (2) does not create a continuous barrier or boundary along the property line of the Lot; (3) is constructed of wood, vinyl, approved composite material or other similar material approved by the ACC; and (4) is painted and/or maintained as required by the ACC. Chain link, wire, iron, aluminum and invisible fences are prohibited.

D. Response. Provided the Plans are submitted in accordance with Declaration and these Architectural Standards, the ACC shall approve, subject to modification, disapprove or advise the Owner that the Application is incomplete, within thirty (30) days from the date of receipt, unless professional consultation is required by the ACC in order for it to provide a decision. If professional consultation is required, the ACC may have an additional fifteen (15) days from the date of receipt to provide a decision. The ACC will maintain a register of all approvals.

E. Conduct of Contractors. Owners are responsible for the conduct of any Contractor hired by the Owner or the owner’s representative to perform work on the Owner’s lot or dwelling. Owners shall notify the Management Company prior to the start of any major renovation or construction. The Contractor or Owner shall advise the Management Company on the approximate duration of the project and the expected completion dated. Owners shall inform their Contractors of the following rules: Contractors are responsible for policing the work at the close of each day and cleaning up their work area. Any trash or refuse associated with the Contractor’s work shall be disposed of properly. Building materials shall not be stored on an Owner’s Lot unless the Owner has obtained the written approval of the ACC. Building materials shall not be stored on parking areas, roadways or on the Common Area. Work by Contractors shall be limited to Monday through Saturday between 7 a.m. and 7 p.m. Work on Sundays and Holidays will be permitted only with permission of the Board of Directors. Contractors shall take such action as necessary to limit any disturbance to neighboring owners. All Contractors and subcontractors are to be bonded, insured and licensed by the Commonwealth of Virginia.

F. Parking during Construction/Work. Overnight parking of construction machines/vehicles requires the written approval of the Chairperson of the Landscape/Maintenance Committee or the President of the Association and must comply with the following:

1. Roll-on roll-off dumpsters may be parked in front of a home at the outset of construction for a maximum of thirty (30) days, then it must be removed, or the Management Company contacted to arrange for a longer time period.

2. The maximum size dumpster permitted is 20 cubic feet (22'L x 8'W x 4'D)). The dumpster must be placed with the shortest side of the dumpster facing the home to minimize obstruction of available parking.

3. Portable toilet units are not permitted to be placed anywhere on the Property at any time. If it is necessary to have such a unit onsite, it may be placed in the parking lot adjacent to the clubhouse, and requires the written permission from the Management Company must be obtained prior to being placed in the parking lot.

G. Damages. Contractors will repair or replace all damage done to sidewalks, road surfaces, parking areas and landscaping by building workers, construction delivery trucks, cement trucks, backhoes, etc. If the Contractor fails to do so, the Owner who hired the Contractor shall be responsible for such repairs or replacement of any damages.

#### SECTION 4 – COMPLIANCE AND LEGAL ACTION

A. Violation. When an Owner, Owner's family, tenant, tenant's family or guest violates any provision of the Governing Documents or these Rules and Regulations, the Association shall be entitled to take action as permitted by these Rules, the Governing Documents, and/or as permitted by law.

B. Penalties. The Association may proceed with holding a hearing and imposing penalties pursuant to the Virginia Property Owners' Association Act (§55.1-1801 *et seq.*) as follows:

The Board of Directors has the power to (1) suspend a member's right to use facilities or services for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety or property of any owner, tenant, or occupants, and (2) assess charges against any member for any violation of the Governing Documents including the Rules and Regulations for which the member or his family members, tenants, guests, or other invitees are responsible.

C. Notice and Hearing. Before any such charges or suspension are imposed, the member shall be given a reasonable opportunity to correct the violation after written notice has been sent to the member. If the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors. Notice of a hearing, including the charges or other sanctions that may be imposed, shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association at least fourteen (14) days prior to the hearing.

D. Charges Assessed to Violating Member. The amount of any charges assessed for a violation shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature

and shall be treated as an assessment against the member's lot for the purpose of establishing, perfecting, and enforcing a lien. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety (90) days.

E. Notice of Hearing Result. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association within seven (7) days of the hearing.

These Rules and Regulations and Architectural Standards were adopted by the vote of the Board of Directors on \_\_\_\_\_, 2025 and shall become effective on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary, signature

\_\_\_\_\_  
Secretary, Name Printed

\_\_\_\_\_  
Date