# KINGSMILL COMMUNITY SERVICES ASSOCIATION RULES AND REGULATIONS

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#### Introduction

#### A. Purpose

All Owners of residential Lots and residents of Kingsmill (herein also referred to as the "Properties") are legally bound to abide by the Kingsmill Declaration of Covenants and Restrictions as amended (the "Declaration"), Supplemental Declarations as amended for individual Parcels, (each a "Supplemental Declaration"), (collectively the Declaration and the Supplemental Declarations for all Parcels are hereinafter referred to collectively as the "Covenants"), the Articles of Incorporation, the Kingsmill Community Services Association ("KCSA") Bylaws, the Environmental Preservation Board ("EPB") Policies and Procedures and other applicable legal documents. As used herein, the term "Governing Documents' means collectively the Covenants, the Articles of Incorporation, the KCSA Bylaws ("Bylaws"), the EPB Policies and Procedures and the Rules and Regulations ("Rules"). These Rules and Regulations were adopted to govern the use of the Lots, the Common Areas and the Limited Common Areas within Kingsmill. (Properties owned by Busch Properties, Inc. and its related entities, as well as property located within the Corporate Center, the Resort, the Spa and the Theme Parks, are not subject to the Governing Documents or to these Rules and Regulations.) To the extent not otherwise defined herein, capitalized terms shall have the meaning set forth in the Covenants.

#### B. Authority

The Declaration authorizes and empowers the KCSA Board of Directors and the EPB to establish rules regulating the use of Lots, the Common Areas, and the Limited Common Areas within KCSA. See Declaration Article III, Section 3 and Article IV, Section 1, subparagraph b; Bylaws Article VIII, Section 2, subparagraph b; and Section 55-513 of the Virginia Property Owners' Association Act. Accordingly, by resolution, the Board of Directors and the EPB established the following Rules and Regulations to govern the use of Lots, the Common Areas and the Limited Common Areas in Kingsmill.

#### C. Governing Documents

These Rules and Regulations should be considered with the covenants, and the other Governing Documents. If any provisions of these Rules and Regulations conflict with the terms or provisions of any Governing Documents, the terms and provisions of the applicable Governing Documents shall control. Please note that, while rules and regulations typically govern *conduct*, there are many instances in which the lines of conduct and exterior alterations or improvements overlap, and therefore there are cross references throughout these Rules and Regulations to the EPB Policies and Procedures.

We sincerely hope that you take the time to read these Rules and Regulations carefully and will file them away for safe keeping and future reference. Additionally, non-resident

Owners are responsible for making sure their tenants follow these Rules and Regulations and the other Governing Documents.

#### Use of Property

- 1. Animals. In accordance with the James City County Code, guide animals and orderly dogs, cats and other usual and common household pets are welcome within Kingsmill, so long as the number per household does not exceed a reasonable number, the animals are not kept for commercial purposes, are well maintained, are kept under the control of the owner at all times and are not considered a nuisance. See, also, the Supplemental Declaration for your subdivision/Parcel for additional rules. Dogs shall be kept on a leash while on the streets, right of ways and walking trails and shall be kept under the control of the Owner whenever outside of a dwelling. Owners are responsible for picking up and disposing of all pet waste. Pets shall be registered, licensed, and inoculated as required by law.
- Antennas, Satellite Dishes and Similar Devices. See EPB Policies and Procedures Section 7.27.
- 3. Association Property. The Common Area and Limited Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area and the Limited Common Area shall be used only for the intended purposes. Except as otherwise expressly provided in the Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area or Limited Common Area without the written approval of the Board of Directors and then only on a temporary basis. In the event the Common Area or the Limited Common Area or any improvements thereon is damaged or destroyed by an Owner, his/her tenants, guests, licensees, agents or members of his/her family, KCSA may repair such damage at the Owner's expense. The costs of such repairs shall become a special assessment against the Owner's Lot and shall constitute a lien on such Owner's Lot and be collectible in the same manner as other assessments under the Declaration. Please also refer to the KCSA website at www.mykingsmill.com for additional rules regarding the Association community centers, pools, tennis and basketball courts and playgrounds in addition to information regarding Long Field and the Plantation Pavilion. Copies may also be obtained at the KCSA office.
- 4. Association Trails and Paths. The trails and paths within Kingsmill are intended to be used and enjoyed by all Owners, residents and guests. Non-pedestrian users of the trails should remember to yield to pedestrians. Due to safety concerns, running and walking on the main roads is discouraged, however, it is recommended that pedestrians who utilize the main roads to access the trails walk facing oncoming traffic. The following rules are intended to

be minimum rules to ensure the safety and enjoyment of those who utilize these trails.

- a. The trails are intended for use by pedestrians, bicyclers, scooters, skateboards and motorized scooters (including Segways).
- b. Larger motorized vehicles such as golf carts, mopeds, and gas or electric powered motorcycles are not permitted.
- c. All bike riders are recommended to wear helmets; it is required of all cyclers age 16 and under in accordance with state law.
- d. The Association recommends that all manufacturer safety precautions be followed including the use of helmets and other safety gear such wrist guards, elbow pad and knee pads for scooters, skateboards, etc.
- e. Because sight lines may be limited, users of the paths must stop at all crosswalks and yield to vehicular traffic for personal safety.
- 5. <u>Awnings.</u> Must be applied for and approved by the EPB prior to installation. See EPB Policies and Procedures Section 7.3.
- 6. Casualty. Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a building or other improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Properties. Such work must be commenced promptly after the date of casualty and substantially completed by no later than six (6) months after the date of the casualty; provided, however, that any unsafe structure must be immediately secured and fenced. An extension may be granted by the Board of Directors, in its sole and absolute discretion.
- 7. <u>Clothes Drying Equipment.</u> Clothes lines or other clothes drying apparatus shall be screened from public view in a manner approved by the EPB.
- 8. Commercial Use. Except for those activities conducted as part of the marketing and development program of the Developer or Builders, or Owners within the community conducting home occupations in accordance within the Supplemental Declaration's application to individual neighborhoods, no Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purposes.
- 9. <u>Emissions</u>. There shall be no emission of dust, sweeping, dirt, cinders, odors, gases or other substances into the atmosphere (except for the normal residential chimney or BBQ grill emissions) or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water. (See also Rule 18 Hazardous Use; Waste).

- 10. Fences. Must be applied for and approved by the EPB prior to installation. Temporary or deer fencing is not permitted. See EPB Policies and Procedures Sections 7.11 and 7.12.
- 11. Firewood. Because of the threat of pest problems, firewood must be stored a minimum six (6) inches off the ground. Firewood must be neatly stacked at a location at the rear of the unit, at least two (2) feet from any wall and shall not be stored so that it blocks access to any door or throughway, or any Common Area or Limited Common Area. Firewood shall not be stacked in excess of four (4) feet in height. Owners must clean and sweep Common Areas and Limited Common Areas that have been littered due to delivery of firewood. If covered, firewood covers should comply with the EPB Policies and Procedures Section 7.13.
- 12. Flags. See EPB Policies and Procedures 7.14.
- 13. Garage Doors. To enhance the aesthetics of the neighborhood, garage doors shall be kept closed when the garage is not in use.
- 14. Golf Carts. Resort-owned golf carts are permitted on golf course property only and may only be operated by golf players during golf play. The golf courses are not part of the Association. Privately owned golf carts shall not be operated on the Common Areas, Limited Common Areas or Lots or upon the streets and right-of-ways of Kingsmill.
- 15. Grills. Except as provided in Supplemental Declarations, use of portable barbecue grills or other outdoor cooking equipment is permitted on the Lots. When in use, outdoor cooking equipment must be placed behind the dwelling positioned so that smoke will not disturb neighboring properties. Fires must be extinguished promptly after cooking. Permanent grills must be applied for and approved by the EPB prior to installation. See also EPB Policies and Procedures Section 7.23.1(g). Non-operational grills must be stored on a patio, deck or inside a privacy fence, shed, garage, or other outdoor enclosure approved by the EPB. Due to fire department regulations, disconnected propane tanks must be stored in an open outdoor area and must be shielded from the view of neighboring properties to the maximum extent possible.
- 16. Group Outdoor Recreational Activities. In Common Areas and Limited Common Areas, group outdoor recreational activity may be permitted from sunrise to sunset in designated areas if approved by the Association's Board of Directors.
- 17. <u>Guests</u>. Guests must adhere to all Kingsmill Rules and Regulations while on Properties. Owners must notify KMPD at 757-253-3911 of arriving guests. Frequent guests may be placed on Owner's "Approved Guest List" at the KCSA

front office and may be eligible for an entry bar code. Contact the KMPD Receptionist for additional information.

- 18. Hazardous Materials Use. Nothing shall be done or kept on the properties which will increase the rate of insurance applicable for permitted uses for other Lots, the Common Area, the Limited Common Area or any part thereof without the prior written consent of the Board of Directors, including, without limitation, any activities which area unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Properties which will result in the cancellation of any insurance on any other Lot, the Common Area, the Limited Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive charge may be kept or driven on the Properties at any time. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to the land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot, Common Area, Limited Common Area, or any portion of the Properties, or transport to or from any portion of the Properties any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be disposed of on the Common Area or Limited Common Area.
- 19. Holiday/Seasonal Decorations. "Holiday/Seasonal Decoration" as used herein means those temporary decorations and lighting associated with a particular national, state, local or religious holiday. Holiday/Seasonal Decorations may be displayed without EPB approval for up to seven (7) days before and seven (7) days after such holiday, except Christmas, Hanukkah and Kwanzaa decorations which may be displayed from Thanksgiving through January 7 of each year. Owners desiring to display Holiday/Seasonal Decorations for longer periods should apply to the EPB for permission. Owners are urged to take care and exhibit consideration for their neighbors when displaying Holiday/Seasonal Decorations so as not to cause an unreasonable source of annoyance to occupants of neighboring properties.
- 20. <u>Hoses.</u> Except when in use, hoses shall be concealed from view and stored in a neat and orderly fashion.
- 21. Irrigation Systems. Must be applied for and approved by the EPB prior to installation. See EPB Policies and Procedures Section 7.20.6.

22. <u>Lights.</u> Exterior and landscape lighting must be applied for and approved by the EPB prior to installation. See EPB Policies and Procedures 7.21.

#### 23. Lakes and Ponds.

- No gasoline powered boats or equipment are allowed on any of the lakes or ponds.
- b. Fishing is permitted in both Kingsmill Pond and Wareham's Pond with a valid Virginia fishing license. (Persons under the age of 16 or over the age of 65 are exempt from this requirement).
- Landscaping; Sight Lines. See EPB Policies and Procedures Sections 4.2 and 4.3.
- 25. Lawful Use. No improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction shall be observed and complied with by, and at the sole expense of the Owner, the Association, the Developer or any owners association or condominium unit owners association, whichever shall have the obligation for the upkeep of such portion of the Properties.
- 26. Leaf Collection/Yard Debris. The burning of leaves and other yard debris within Kingsmill is strictly prohibited. At no time shall leaves be piled in streets for collection. Bags of leaves shall be placed by the curb for bulk pick-up only and shall not be evident prior to 5 p.m. the night before scheduled pick up. An Owner shall not rake or blow leaves into a Common Area or Limited Common Area, into a LPZ or other drainage area, or outside the boundaries of the Owner's lot. Those owners who choose to employ the services of an outside contractor should contract for the removal of yard debris by that contractor.
- 27. Leasing. No Lot or Living Unit, or any portion thereof, shall be used or occupied by non-Owners for transient or hotel purposes or in any event leased for an initial term of less than twelve (12) months. All leases must be for the entire Lot and Living Unit. No more than one lease may be entered into for the same Lot/Living Unit for the same term. Subleasing and/or assignment of leases is/are not permitted. No Lot or Living Unit, or portion thereof, shall be subjected to or used for any timesharing, cooperative, licensing or similar arrangement that would entail daily, weekly, monthly or any other type of revolving or periodic occupancy by multiple Owners, occupants, cooperators, licensees, or timesharing participants. Every Owner shall cause the occupants of his or her Lot and Living Unit to comply with this Declaration, the Bylaws, the EPB Policies and Procedures and any rules and regulations of the Association. No Owner shall lease a Lot/Living Unit other than on a written form of Lease: (1) requiring the lessee to comply with the Declaration and the other rules and governing documents of the Association; (2) providing that the failure to comply with such

documents shall constitute a material default under the lease; (3) providing for an initial, good faith, obligatory term of twelve (12) months or more; and (4) providing that subleases and/or assignments shall be prohibited. Owners who lease their Lot/Living Unit must complete and submit a tenant information form which can be obtained at the KCSA office. The foregoing shall not apply to those Lots/Living Units owned by the Developer and/or the owner of the Kingsmill Resort, or comprising condominium units located within the condominium regimes of Padgett's Ordinary Condominium, Pelham's Ordinary Condominium, and Conference Center Condominium; provided, however, that such Lots/Living Units shall continue to be subject to any use restrictions set forth in the respective condominium declarations and/or Supplemental Declarations applicable to such Lots/Living Units.

- 28. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes approved by the EPB shall be permitted. Mailbox posts must be well maintained, to include staining, repair and replacement as needed. Contact the KCSA Receptionist for additional information.
- 29 Maintenance. Each Owner shall keep all Lots owned and all improvements therein or thereon free of debris and in good order and repair, including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate eternal care) of all buildings and consistent with good property management and so as not to detract from the overall beauty, of the Properties and health and safety of Kingsmill residents. Criteria for unsightly conditions are based on the following:
  - a. Lawns should be kept neat and shall not exceed six inches in height.
  - b. Trash and litter must be kept under control at all times. Trashcans, boxes and bags should not be evident prior to 5 p.m. the night before scheduled pick up. Empty trashcans must be removed and stored by 8 a.m. on the day after trash collection.
  - c. Clothes, blankets, towels, rugs, and appliances, must be stored out of slight of the road and adjacent property.
  - d. Driveways and walkways are to be arranged and maintained in such a way that parking areas, lawns, and landscaped areas are clearly defined and easily recognizable; and corresponding to the site plan on file. Driveways which are determined to be in disrepair or impact drainage will require replacement or repair.
  - e. Landscaped areas or mulched areas must be kept free of weeds. Fallen limbs, branches, and piles of leaves must be removed promptly.

- f. Roofs and gutters should be free from visible leaves, limbs, branches and debris. Missing shingles, broken gutters, broken downspouts, and rotten wood on steps, stoops, siding, or windows are to be repaired in a timely manner. Roofs must be maintained so that shingles are predominantly free from streaks to include tree sap, algae or other staining substances.
- g. Paint and stain that have faded, discolored, peeled, chipped or cracked must be corrected. Mold, mildew and other signs of damage or neglect are not permitted. Roof repairs must not appear to be patched.
- Windows and sliding glass doors that use multiple panes of glass must be replaced if vapor barrier is breached.
- i. Owners of lots with houses are responsible to maintain their road shoulder. Multi-family parcels are responsible to maintain the road shoulder in their parcels. Road shoulder maintenance includes the mowing of the road shoulder and keeping the driveway culvert pipe clean of debris. The KCSA is responsible for the mowing of road shoulders of unimproved lots. Formal and informal drainage structures may not be impeded.
- j. Vacant lots must be kept clean of debris, fallen branches, limbs, trees etc.
- 30. Maintenance During Construction or Renovation. All Lots must be maintained free of debris during the course of construction or renovation. Adjoining streets must be kept cleaned of debris and mud. Any Lots purchased where construction or renovation is not to begin immediately must be kept free of debris, must have sufficient erosion protection in place, and must be maintained on a regular basis so that existing grass and weeds do not exceed a height of 6 inches. Building sites that maintain a portable tollet for the use of subcontractors working on the site should be located, where possible, near the side of the property and out of view of the street and must be cleaned on a regular basis.
- 31. Construction Restrictions. All builders and contractors must comply with the rules set forth in this document and the EPB Policies and Procedures, Article 5. Specifically, in addition to those items previously addressed herein, each builder, and his/her subcontractors shall observe the following:
  - Each contractor shall maintain the exterior grounds and premises in a neat and clean condition, free of all trash and debris.
  - b. Unless prior approval is obtained from the EPB, no materials, except those that will be incorporated into the project during a maximum of thirty (30) days following delivery will be allowed on the exterior of the site. Those materials stored on site will be maintained in a neat order.

- c. In order to respect the rights of existing residents, construction activity should be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, and 8:30 a.m. to 5:00 p.m. on Saturday. No radios may be played at levels that cause an unreasonable annoyance to adjoining Lots.
- 32. Mining. No Lot shall be used for the purpose or boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.
- 33. <u>Multi-Unit Dwellings</u>. The Kingsmill Board of Directors may adopt Parcel specific rules such as rules for storage of garbage and trash, storage and usage of grills, and storage of firewood in individual Multi-Family Parcels provided such rules do not conflict with or contradict the Governing Documents.
- 34. Noise. All persons present on the Properties shall comply with the applicable local noise ordinance and shall not permit or engage in any activity, practice or behavior that makes or causes to be made any excessive, unreasonably loud noise or any noise that causes unreasonable annoyance, discomfort or disturbance to any other person(s) lawfully present on any portion of the Properties.
- 35. Nuisances. No nuisance shall be permitted to exist on any Lot or Parcel. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot, Parcel, Common Area, Limited Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his/her or her Lot or Parcel that could reasonably cause embarrassment, discomfort, or annoyance to other Owners or residents.
- 36. Obstructions. No person shall obstruct any of the Common Area, Limited Common Area, or otherwise impede the rightful access of any other person to any portion of the Properties upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Areas or Limited Common Areas without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Areas or Limited Common Areas except with the proper written approval of the Board of Directors.
- 37. Open Houses. Realtor Open Houses are allowed provided the Owner registers the Open House with KMPD a minimum of 5 business days before the scheduled Open House. Open Houses for Kingsmill residents are allowed and may be advertised in the Bulletin. Please notify KMPD when a house is to be shown.

- Parking and Vehicular Restrictions. (See also Rule 4 Association Trails and Paths.)
  - a. Parking within Kingsmill shall be restricted to private vehicles within the driveways and areas designed and/or designated for parking. All vehicles must be parked so as not to impede traffic or mailbox access, or damage vegetation. No parking on lawns shall be permitted. No overnight parking on streets or road shoulders shall be permitted.
  - b. No junk or derelict vehicles or other vehicle not displaying current registration and inspection plates shall be kept on any portion of the Properties, nor shall any major repairs of any motor vehicle which shall cause the vehicle to remain inoperable at the end of one day be conducted upon any portion of the Properties. Privately owned vehicles may be repaired and stored within enclosed structures.
  - c. No vehicles parked within the Common Areas or Limited Common areas may display a "for sale" sign.
  - d. Except as otherwise expressly authorized by this Rule, no commercial vehicles, construction vehicles, or trailers of any type, shall be parked or stored within the Properties, except in garages. "Commercial Vehicle" means every motor vehicle, vehicle or combination of vehicles used to transport passengers or property which either. (i) has a gross vehicle weight rating of 26,001 or more pounds; or (ii) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed vehicle with a gross vehicle weight rating of more than 10,000 pounds; or (iii) is designed to transport 16 or more passengers including the driver; or (iv) is of any size and is used in the transportation of hazardous materials. Every such motor vehicle or combination of vehicles shall be considered a commercial motor vehicle whether or not it is used in a commercial or profit-making activity. The absence of commercial lettering or graphics on a vehicle shall not be determinative of whether it is a commercial vehicle. Concurrently, lettering on a vehicle advertising a business is indicative of a commercial vehicle; provided, however, that lettering located on a vehicle driver's or any door of a vehicle that would otherwise be considered a noncommercial vehicle shall not alone make such vehicle a commercial vehicle, if there are no other features which cause the vehicle to be considered commercial.
  - e. Recreational vehicles such as motor homes may be parked in driveways of single-family homes for no more than three consecutive days during any thirty day time frame upon notification of KMPD. Boats, jet-skis, their associated trailers and utility trailers may be parked in driveways of single-family homes for no more than three consecutive days during any seven day period. Any such vehicles belonging to visitors and guests of

residents must be registered with KMPD. KMPD shall have the discretion to extend any applicable timeframes provided that, in no event, shall any such vehicles be parked in excess of ten days during any sixty day time frame.

- f. The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services nor shall any such restrictions apply to any vehicles of the Developer, the Association or the Kingsmill Resort and Spa. Service vehicles for repairs and/or construction may park on the Properties between the hours of 7 a.m. and 7 p.m., Monday Friday, and 8 a.m. to 5:30 p.m. on Saturday, except in the case of emergencies, Please notify KMPD in the event of an emergency.
- g. Except for those vehicles used by the Association or Developer to carry out its day-to-day operations and motorized wheelchairs or other devices to assist disabled persons, motorized vehicles, including but not limited to golf carts, are prohibited on the Association roads, Trails and Paths, or the Common Area or Limited Common Area. This prohibition shall not apply to the use of motorized scooters, skateboards or "Segways" traveling at 18 mph or below; nor shall this prohibition apply to normal licensed vehicular use on designated streets and lanes. (See also Rule 4. Association Trails and Paths).
- h. Subject to applicable laws and ordinances, any vehicle, recreational vehicle, boat or trailer hereinafter ("Vehicle"), parked in violation of these or other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the owner of the vehicle as follows: (i) if the Vehicle is parked in a NO PARKING ZONE or fire lane, double parked or otherwise blocking throughways, mailbox access or causing an emergency situation, it will be subject to towing without notice; and (fi) the Vehicle is not parked as provided in (iii), then it may be towed by the Association if it remains in violation for 24 hours after a notice of violation is placed on the Vehicle. The Association shall not be liable to the owner of the towed Vehicle for trespass, damage, or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing. In cases of towing in which notice is required, once notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be conclusive evidence of proper posting.
- 39. Play Equipment, Strollers, Etc. All bicycles, tricycles, scooters, skateboards, and other play equipment, children's wading pools, baby strollers, and similar items shall be stored so as not to be visible from the streets or neighboring

properties when not in use. When not in use, children's wading pools should be emptied to prevent mosquito breeding and drainage problems on the Lot or on neighboring properties.

- 40. Recreational/Athletic Equipment Basketball Goals, Play Gyms, Swing Sets, Play Houses, Trampolines, Pools, Hot Tubs, Tennis Courts, Putting Greens, Gazebos, Pergolas, Decks, Patios, Piers, Dependency Sheds. Must be applied for and approved by the EPB prior to installation. (See EPB Policies and Procedures Article 7). A reasonable noise and light level may emit from these features between the hours of sunrise to sunset.
- 41. Resident Contacts. For health and safety purposes, all Owners are encouraged to provide KMPD with the name, address and phone number(s) of persons to be notified in emergencies.
- 42. Sediment and Erosion Control. Must be in accordance with all applicable laws. See EPB Policies and Procedures Sections 4.4 and 5.6.
- 43. Sale of Lots. Virginia Law requires sellers of residential property to make certain disclosures to their purchasers both in the contract of sale and in the form of a disclosure package obtained from the Association. The Association charges a fee for providing the disclosure packet. Upon request by an Owner or an Owner's agent and receipt of payment of the fee, the Association will provide a disclosure package as required by the Virginia Property Owners' Association Act.
- 44. <u>Setbacks.</u> Must be determined by the EPB. See EPB Policies and Procedures Sections 5.4.4 and 6.1.1.
- 45, <u>Signs.</u> No sign of any kind may be displayed to the public view on any Lot except "For Sale" signs meeting the sign criteria of Kingsmill and approved "Builder Signs." Contact the KCSA Receptionist for additional information. No signs may be placed on the golf course.
- 46. Solicitation/Pamphleteering. Commercial, non-commercial, and political soliciting and pamphleteering is prohibited within the entire community of Kingsmill except as expressly provided below. Official publications of the Association and Parcel Advisory Committees are exempt from this rule.
  - a. Political Solicitation.

No political candidate and no one representing any political candidate or political organization, resident or not, will be allowed to door-to-door canvass or campaign in Kingsmill.

- b. Charitable Solicitation.
  - 1. Only Kingsmill residents can solicit for charity within Kingsmill.

- 2. KCSA members wishing to solicit for a charitable cause only within their Neighborhood/Parcel, may do so without prior authorization.
- 3. Any resident wishing to solicit for a Charitable cause throughout Kingsmill needs to submit, in writing, a written request the KCSA office at least three (3) weeks in advance of the proposed solicitation. The request must include the proposed time frame of the solicitation, the names of the proposed solicitors and a detailed explanation of what is being solicited for.
- 4. If approved, an authorization letter will be executed from the KCSA office. Solicitors will be limited to working from 9 a.m. to 7 p.m.
- A copy of the authorization letter granted by the KCSA office must accompany each solicitor and be presented to each household solicited.
- 6. If appropriate, the applicant will write a brief article for the KCSA Bulletin outlining the solicitation program.
- 47. Temporary Structures. No structure of a temporary character, and no shack, barn, pen, kennel, run, stable, prefabricated structures or other temporary accessory buildings shall be erected, used or maintained on any Lot or Parcel except as approved by the EPB in connection with construction or moving activities. (See EPB Policies and Procedures 5.9)
- 48. Tents. See EPB Policies and Procedures 5.9.
- 49. Trash & Bulk Items. All garbage and bulk Items stored on the Properties shall be kept in covered containers, inside a privacy fence, shed, garage or other concealed or screened area. Trash containers shall not be kept in front yards, and if kept in side yards, they should not encroach on the building setback lines or be visible from the street. Accumulation or storage of litter, refuse, bulk materials, building materials, garbage, trash, and dilapidated, discarded, or poorly maintained yard items of any kind shall not be permitted on any Lot. Trash and Bulk Item Pick-Up dates are posted in the KCSA Bulletin and on the KCSA website: <a href="https://www.mykingsmill.com">www.mykingsmill.com</a>. Trash and yard debris must be placed at the edge of the driveway no earlier than 5 p.m. the night before the scheduled pick-up and must be on the curb by 7 a.m. on your trash day. Empty trashcans must be removed and stored by 8 a.m. on the day after trash collection. If there is a particularly large amount of garbage or items for bulk pick-up, please contact the KCSA Receptionist in order to arrange appropriate transport.
  - a. Owners are responsible for the removal of some bulk items, to include but not limited to tree sections, trunks and stumps. Yard debris may not

- exceed four inches in diameter and four feet in length and must be bundled and tied. All yard debris must be placed on the curb for pick up.
- b. Limit to seven bags or bundles of trash each day; 14 per week; each bag cannot exceed 50 pounds.
- c. The following items will not be accepted for trash pick up: Remodeling material or demolition material, debris from tree removals or land clearing, tires, batteries (excluding household batteries), motor oil, paint cans, gas cans, lawn and mower engines/parts, all propane tanks and bottles, items containing fuel or Freon (including refrigerators and freezers), hazardous waste, household chemicals, drums and tanks, asbestos materials and medical waste.
- d. New Residents: One Time Box Pick Up information and recycling information is included in the Welcome Package.
- 50. <u>Underground Utilities.</u> No water, sewer, gas, or drainage pipe, television cable, electrical wire, or other similar transmission or utility line shall be installed or maintained upon any Lot or Parcel above the surface of the ground. Contact the KCSA Receptionist if work is to be done below ground to locate association street lighting. Homeowner or contractor must contact Miss Utility in accordance with state law.
- 51. <u>Utility & Utility Areas Screening.</u> All utilities and screening must be applied for and approved by the EPB prior to installation. See EPB Policies and Procedures 7.19.
- 52. Vegetation and/or Landscaping. Must be applied for and approved by the EPB prior to installation. See EPB Policies and Procedures 7,20.
- 53. Window Treatments. All curtains, draperies, window shades, window blinds and window hangings shall present a neutral palette when viewed from the outside of the building. Paper of any kind, bed sheets and foils are not permitted for use on windows. Window appliqués are not permitted. (See EPB Policies and Procedures Section 7.36.5).
- 54. Yard/Garage Sales. Yard sales or garage sales are prohibited within single-family or multi-family residential neighborhoods, subdivisions, or parcels, and may only be permitted on Common Area with the permission of the KCSA Board of Directors, subject to applicable rules and regulations as the Board of Directors may adopt.

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# ENFORCEMENT AND DUE PROCESS POLICY AND PROCEDURES

#### I. Introduction

- 1. Authority. Section 55-513 of the Property Owners' Association Act provides that "the board of directors of the association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration. . " The Declaration of Covenants and Restrictions of the Kingsmill Community Services Association ("KCSA") dated September 18, 1973 (the "Declaration"), in addition to setting forth certain covenants, provides for the establishment of the Environmental Preservation Board and incorporates by reference the Environmental Preservation Policies and Procedures. The authority to enact the Enforcement and Due Process Policy and Procedures is derived from the above-referenced documents and statute.
- 2. Governing Documents. The Enforcement and Due Process Policy and Procedures shall be considered with the enforcement provisions of the Declaration, the Articles of Incorporation of KCSA, the By-laws of KCSA and the guidelines, resolutions, rules, regulations or policies of KCSA including, but not limited to, the Environmental Preservation Board Policies and Procedures and the Charter for Parcel Advisory Committees for KCSA (the foregoing documents are herein collectively, the "Governing Documents".)
- 3. <u>Definitions</u>. Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

#### II. Enforcement and Due Process Procedures

#### 1. Procedures for Violations of the Governing Documents

- a. Noncompliance with the Governing Documents may be noted by any resident, Owner, employee of KCSA, member of the Kingsmill Police Department, or by a city/county employee acting in an official capacity by initially submitting a written notice to the KCSA Staff. The notice shall specify the time, date, place, and nature of the violation. Forms for reporting alleged violations are available at the KCSA office.
- b. Upon receipt of such notice, a KCSA Staff member shall investigate the alleged violation. If a violation is substantiated, the Staff member shall attempt to secure compliance by sending a written first notice to the Owner stating the time, date, place and nature of violation. The notice will provide a time period for compliance, will enclose a copy of this policy, and will enclose copies of applicable sections(s) of the Governing Documents which govern such violation. If the violation is not corrected within the time period given, the KCSA Staff member will send a written second notice of violation again stating the date and place the violation was noted and that such violation may result in imposition of sanctions, charges and/or legal action after notice and a hearing by the Board if the violation is not rectified within the a second

the Circuit Court for Williamsburg James City County, the lien shall be perfected and shall have the priority specified in Section 55-516 of the Code of Virginia. In connection with the filing of the memorandum of lien, KCSA may notify any mortgage company or lender who holds a mortgage or deed of trust secured by the Owner's Lot of the filing of such lien. Owners are cantioned that the filing of such lien may trigger a default under any mortgage or deed of trust secured by such Lot.

3. No Election of Remedies. The assessment of charges and/or the filing of a memorandum of lien shall not constitute an election of remedies by KCSA. Such charges and lien shall be in addition to any other remedy available to KCSA in law or in equity or contractually pursuant to the Governing Documents.

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stated time period. A record of this action and a copy of all notices sent by the Board or KCSA Staff member and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

- e. If an Owner fails to comply with the first and second notice, the Staff member shall send to the Owner by registered mail, a notice of hearing before the Board of Directors. Before any disciplinary action is taken against any such resident or Owner, the resident or Owner shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner and, if applicable to the resident, at the address(es) of record with KCSA at least fourteen (14) days prior to the hearing. The notice shall specify the date, time, and location of the hearing. The notice shall additionally identify the specific provisions of the Governing Documents which the Owner or resident is alleged to have violated or to be in violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the attempts already utilized to resolve the violation.
- d. If, after the hearing, the Board determines that a violation of the Governing Documents has occurred, the Board shall have the power to assess charges against any Owner for any violation for which the Owner or the Owner's family members, tenants, guests, or other invitees are responsible.

#### 2. Violation Charges

- a. The amount of any charges assessed by the Board shall be up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature.
- b. If the Board finds that the same violation is recurring within a six (6) month time period but is not present on a daily basis, the violation(s) will be deemed to be an offense of a continuing nature and will accrue charges of Ten Dollars (\$10.00) per day for each day the violation is noted on the property during a specified period of time (e.g. 6 months).
- c. The amount of any charges so assessed shall not be limited to the expense or damage to KCSA caused by the violation, nor shall the amount of such charges be deemed to reimburse KCSA either in whole or in part for any damages or costs incurred by KCSA as a result of such violation or any enforcement action taken by or on behalf of KCSA.
- d. Any charges so assessed shall be treated as a special assessment against the Owner's Lot, and, as such, shall entitle KCSA to file a memorandum of lien against the title to the Owner's Lot. Once recorded in the Clerk's Office of

# Kingsmill Community Services Association (the "Association") Rules for Recording Meetings of the Association

- The following rules shall apply to all open meetings provided for under the Bylaws of the Association, including, but not limited to, all meetings of the Board of Directors and its committees, and membership meetings (collectively the "Meetings").
- 2. Due to the heightened risk of the unlawful and unauthorized use of individuals' images and/or likeness, video-recording and/or any other type of recording media which captures an individual's physical likeness, and the taking of photographs, shall not be permitted at any Meetings. Only audio-recording which complies with the Association's rules is allowed.
- 3. Audio-recording by members of the Association ("Members") will be permitted at Meetings, provided all of the following requirements are satisfied:
  - a. Members who desire to conduct such audio recording must notify the Association's Director of Operations in writing at least three (3) business days in advance of the Meeting to ensure that the Meeting facility is set up to accommodate such audio recording.
  - b. Members who desire to conduct such audio recording must announce at the start of the Meeting (prior to the initiation of such recording) and to all participants of the Meeting, that such recording will occur, which announcement shall be noted in the minutes of such Meeting.
  - c. Members who record all or part of a Meeting shall, no later than one business day after the meeting, provide to the Association's Director of Operations a complete, unedited, and decipherable copy of the recording capable of replay ("Recording"), which copy shall become the property of the Association. The copy of the Recording shall be provided in one of the following formats:
    - If the Recording was made in a digital electronic format, the copy must be provided in (i) a playable-audio format on a compact disc or a DVD, or (ii) in mp3 format on a compact disc, DVD, or USB storage device.
    - ii. If the Recording was made on a cassette recorder, whether standard or reduced size (e.g., Mini Cassette, Microcassette), the copy must be provided (i) in any of the formats provided for in 3(c)(i) above, or (ii) on a standard-sized cassette tape

Any compact discs, DVDs, USB storage devices, or cassette tapes (collectively, "Storage Mediums") provided to the Association in

### Kingsmill Community Services Association

POST OFFICE BOX 348 WILLIAMSBURG, VIRGINIA 23187

19 October, 2007

To Whom It May Concern:

Kingsmill on the James is a private gated community in Williamsburg, Virginia incorporated as Kingsmill Community Services Association.

Access to Kingsmill is controlled via 2 gated entrances that are manned 24 hours a day by the Kingsmill Police Department. Residents are allowed automated entry and non-residents including visitors, guests and contractors are required to present themselves at the gates before entry is permitted. Residents must notify gates of visitors or the guard will contact homeowner.

Additionally, the Kingsmill Police Department which is a state certified law enforcement agency patrols the neighborhood providing greater security and protection of our residences.

#### RULES GOVERNING THE KINGSMILL GATE SYSTEM

#### 1. Buckground

The purpose of the gate access system is to provide for a more efficient and convenient means of monitoring and controlling access to the Kingsmill community. The following rules will govern the use of the Kingsmill gate system

#### Gate Access System and Procedure

The system consists of software, bar code readers, and gate arms that will enable the Kingsmill Police Department to control access to the property. Vehicles with bar codes may utilize the gated right-hand lane. Those utilizing this means of access must approach the gate and slow to 2 mph or less. When the bar code passes by the scanner, the scanner will read the bar code. Once the scanner determines that the bar code is valid, the gate arm will raise. When the gate arm is raised, the vehicle may continue through the gate.\* If the gate arm does not rise, the gate officer will advise the driver to execute a U-turn at the next turn, after he raises the gate arm, and return to the security gate house for verification of eligibility. If the vehicle has a bar code, the officer will check the computer system to determine the validity of the bar code and determine the reason the gate arm did not rise. The driver will be advised accordingly.

\*It is important to note that only one vehicle will be able to go through the raised arm at a time. Once the vehicle clears the arm, it instantly drops back into place. Trying to "piggyback" through the raised arm will break the arm and render the violators responsible for damages.

#### 3. Required Bar Code Holders

Kingsmill residents, nonresident owners, and renters may apply for a bar code. Additionally, bar codes are available for drivers who frequent Kingsmill to include Resort and Sports Club Members, Employees, and Contractors. Vehicles without a valid bar code must enter the left-hand lane and obtain a pass.

#### 4. Exception for Automobile Dealers

Full-time residents who work in automobile dealerships and as a requirement of their employment operate different vehicles for short periods of time may apply for a hand held bar code.

#### Bar Code Applications

Bar Code applicants must submit the appropriate form and follow the applicable procedures when requesting a bar code. There are separate application forms for property Owners, Residents, Resort/Club Members, Employees, and Contractors.

#### 6. Application Fees

New Bar Codes \$25.00

Replacement (normal wear and tear) No charge \$25.00

Replacement (sold vehicle, etc.) \$25.00

Frequent visitors (family and Triends) \$25.00 (renewable annual fee)

Frequent Contractors \$25.00 (renewable annual fee)

Members (Resort/Sports Clubs) \$25.00

#### 7. Bar Code Procedures (Residents and Owners)

Bar codes are available to Residents and Owners at the Kingsmill Police Department during regular business hours Tuesday through Friday. Residents and owners must submit the appropriate form when requesting a bar code. Resident/Owner bar codes allow access to the property 24 hours a day, 7 days a week.

#### 8. Bar Code Precedures (Resort and Sports Club Members)

Resort and Sports Club Members may obtain a bar code from the Membership Office during regular business hours Tuesday through Friday. Resort and Sports Club Members must submit the appropriate form when requesting a bar code. Resort and Sports Club Member bar codes allow access to the property 24 hours a day, 7 days a week.

#### 9. Bar Code Procedures (Contractors)

Contractors wishing to obtain bar codes may stop by the Kingsmill Police Department during regular business hours Tuesday through Friday. Contractor bar codes allow access to the property from 6:00 a.m. to 6:00 p.m. Monday through Saturday. No work is permitted inside Kingsmill on Sundays. Contractors responding to calls for service outside of designated hours must go through the left-hand lane for approval. The gate arms will not open outside of the designated time periods. Contractors must renew their bar code annually by paying an annual renewal fee.

#### 10. Procedure for Affixing Bar Code

Bar codes shall be affixed to the outside of the vehicle on the driver's side. The bar code must be applied by an authorized Kingsmill Police Department or other approved agent. Under no circumstances will a bar code be issued without the contemporaneous application to the assigned vehicle.

#### 11. Damage to the Gate

When a gate arm is damaged due to a vehicular incident, the reason will be determined by or on behalf of KCSA. Pursuant to Article III, Section 5 of the Declaration, if the vehicle operator if found to be at fault, the vehicle owner will be held responsible for the repair and/or replacement of the gate arm, parts, labor, and other associated administrative costs. A

determination will also be made as to whether the gate can be repaired and reattached, or must be replaced. The cost for replacement of a gate differs from that of repairing and reattaching a gate.

A break-down of estimated gate replacement costs and charges are as follows:

Gate Armi	\$175.00	
Transportation	\$25.00	
Labor	\$100,00	
Total	\$300.00	

A break-down of estimated gate repair and reattachment costs and charged are as follows:

Labor	\$100
Total	\$100

#### 12. Failure to Pay

When a bar code holder causes damage to a gate arm, a letter will be sent to the holder containing a breakdown of repair and/or replacement charges. The bar code holder shall have thirty (30) days to remit payment. In addition to all other remedies, to the extent applicable, all repair and replacement charges shall be treated as an assessment and all remedies of KCSA for unpaid assessments shall apply.

#### 13. Suspension of Privileges

Pursuant to § 55-513 of the Property Owners' Association Act, the Board of Directors of the Association has the power to suspend a member's right to use facilities or service after a due process hearing to include use of the right-hand convenience gates. But code holders who fail to remit payment after sixty (60) days and a due process hearing finding that payment is due may lose the privilege of utilizing the gate access system.

#### 14. Replacement Bar Codes

Bar codes may be replaced using the same procedures by which they are obtained. On average, bar codes should last for many years. If a bar code is damaged through normal wear and tear and no longer functions, it will be replaced at no charge to the bar code holder.

If a vehicle with a bar code is sold, stolen, or will no longer be used to access the property, the Kingsmill Police Department should be notified immediately so that the bar code can be deactivated.

# Collections Policy Kingsmill Community Services Association

- A. <u>Assessments.</u> Pursuant to Article IV of the Declaration of Covenants and Restrictions, as amended (the "Declaration"), the Board of Directors may assess against Lots within Kingsmill such assessments, charges, Annual General Assessments, Parcel Assessments, Special Parcel Assessments, Special Assessments, Assessments with respect to Limited Common Areas, and/or Special Pre-Closing Assessments (hereinafter collectively referred to as "Assessments") as are authorized by the Association's governing documents.
- B. Power and Authority of Board of Directors to Collect Delinquent Assessments. Pursuant to Articles IV and VII of the Declaration, and Article VIII of the Kingsmill Community Services Association Bylaws, as amended (the "Bylaws"), the Board of Directors has the power and authority to collect any Assessments that are delinquent, file a memorandum of lien upon the appropriate Lot, bring civil proceedings against any Owner personally obligated to pay the Assessment, institute foreclosure proceedings, suspend an Owner's right to Common/Limited Common areas, and/or pursue such other remedies available to collect delinquent Assessments.
- C. Annual Assessments: Privilege To Pay Assessments Pursuant to a Monthly Schedule. With the exception of the Special Pre-Closing Assessment which is due at settlement from each purchaser of a Lot from the Developer or an Owner, the other Assessments are due and payable at the date and time established by the Board of Directors. Except for the Special Pre-Closing Assessments, the other Assessments, while annually assessed and due at the time of Assessment, may be paid in installments pursuant to a monthly schedule as may be established

annually by the Board of Directors. If such monthly installment schedule is not established, then the Assessments, except for the Special Pre-Closing Assessments, are due and payable at the time established by the Board of Directors.

- D. Interest, Costs, Attorneys' Fees, etc. Deemed Part of the Assessment. Pursuant to Article IV of the Declaration and the Bylaws, interest shall accrue on all delinquent Assessments at the rate of 1.0% per month. An Assessment is delinquent if it is not paid within thirty (30) days of the date it is due. Pursuant to Article IV, Section 7 of the Declaration, interest shall begin to be added to the delinquent Assessments when it is delinquent (30 days overdue), but such interest shall be calculated from the due date. The interest as well as all costs included in the collection of the delinquent Assessments and all attorneys' fees, shall be deemed a part of the Assessment due and owing by the Owner.
- E. Returned Check Fees and Bank Charges. For each check to the Association that is returned by a bank for any reason, the Owner who issued the check shall be liable to the Association for a returned check fee in the amount of \$45, or such other fee as may be established from time to time by resolution of the Board of Directors, and any related bank charges that the Association incurs because of the returned check. These charges and fees shall be deemed part of the Assessment.
- F. Notice For Collection of Assessments Paid Annually. The Association shall send written notice ("First Notice Annual") to any Owner who is more than 30 days delinquent in the payment of an Assessment and/or any other fees due and owing to the Association as follows:

- The First Notice Annual shall require payment of the past due
   Assessments and other fees within thirty (30) days of the date of the
   Notice.
- 2. If the Assessments remain unpaid for thirty (30) days from the date on the First Notice Annual, the Association shall send a second and final written notice via certified mail / return receipt requested and first class U.S. mail to the Owner stating that the account will be turned over to an attorney for collection if the Assessments are not paid within ten (10) days of the date on such notice (the "Final Notice Annual"). The Final Notice Annual shall also state that the Owner, in addition to any Assessments due and owing, will be liable for the payment of any and all attorneys' fees, costs, recordation/release fees, and any and all other charges applicable to the collection of past due Assessments. The Final Notice Annual shall also state that a memorandum of lien pursuant to § 55-516 of the Code of Virginia, as amended, will be filed in the Clerk's Office for the Circuit Court of the City of Williamsburg and the County of James City.
- G. <u>Notice For Collection of Assessments Paid Monthly</u>. If the Board of Directors has established a schedule for the payment of the Assessments on a monthly installment basis, the following procedures shall apply:
  - 1. The Association shall begin to apply interest at the rate of 1.0% per month when an Assessment is overdue for 30 days (which interest shall be calculated from the due date), at which time a statement (to include the

- requisite Fair Debt Collection Practices Act notice) will be sent to the delinquent Owner.
- 2. The Association shall send a written notice to any Owner who is more than 60 days delinquent in payment of the monthly installment of Assessments. The written notice shall require payment of the past due monthly installment of Assessments within 30 days of the date of the written notice (the "First Notice Monthly").
- 3. If the monthly installments of the Assessments remain unpaid, the Association shall send a second and final written notice via certified mail / return receipt requested and first class U.S. mail to the Owner stating that the account will be turned over to an attorney for collection ("Final Notice Monthly"). The Final Notice Monthly shall also state that the Owner, in addition to any Assessments due and owing, will be liable for the payment of any and all attorneys' fees, costs, recordation/release fees, and any and all other charges applicable to the collection of the past due Assessments. The Final Notice Monthly shall also state that a memorandum of lien pursuant to § 55-516 of the Code of Virginia, as amended, will be filed in the Clerk's Office for the Circuit Court of the City of Williamsburg and the County of James City.
- H. <u>Referral to Association's Attorney; Acceleration of Assessments.</u> Any account which remains unpaid after ten (10) days from the date on the Final Notice Annual or the Final Notice Monthly (collectively, the "Final Notice") may be referred to the Association's attorney for collection. For any account referred to the Association's attorney, the Association shall also

execute and include an affidavit (in a form prepared by the attorney) certifying to the truth and accuracy of the amount(s) and breakdown of the delinquent account.

- I. Memorandum of Lien. With respect to any Assessment account which remains unpaid after ten (10) days from the date of Final Notice and which is referred to the Association's attorney for collection, the Association's attorney may file a lien pursuant to § 55-516 of the Code of Virginia, as amended, in order to preserve the Association's rights and remedies. The fees collected by the Clerk's Office for the Circuit Court for the City of Williamsburg and the County of James City for the recordation and release of a lien filed pursuant to § 55-516 of the Code of Virginia, as amended, shall also be deemed a part of the Assessment due.
- J. Additional Collection Techniques. In addition to filing a memorandum of lien, the Association's attorney may pursue any and all other collection methods as provided for pursuant to the Declaration, the Bylaws, and Virginia law, and undertake all actions related thereto, including, but not limited to, the following: filing suit against the delinquent Owner, negotiating a payment plan, garnishing the delinquent Owner's wages, banks accounts, and other sources of payment, and pursuing the foreclosure remedy provided for in § 55-516 of the Code of Virginia.

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# THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

#### VIA U.S. Mail

Mr. & Mrs. Address Williamsburg, VA 23185

> Re: Kingsmill Community Services Association Notice of Delinquent Assessments - Address Our Account # - KC

Dear Mr. & Mrs. ?

As the record owner of the above-referenced property, you are a member of the Kingsmill Community Services Association (the "Association") and have an obligation to pay the assessments assessed by the Association for the preservation and maintenance of the Kingsmill community as a whole.

According to the Association's records, you are not current in your assessments and are delinquent in the amount of \$\_\_\_\_. This amount includes the outstanding balance of \$\_\_\_\_, plus \$\_\_\_\_ for interest.

This letter constitutes a demand for payment of \$\_\_\_\_\_\_\_, and notice that you have thirty (30) days from the date of this letter to deliver payment to the Association. Failure to make payment may result in the restriction of certain privileges as provided for in the Code of Virginia, including, but not limited to, the suspension of certain of your rights to use facilities (for example, your right to use the barcode access "Resident Lanes" at the entrance Gate House, or the Recreation Facilities).

Please make your check payable to "Kingsmill Community Services Association" and mail your payment to:

#### P.O. Box 348 Williamsburg, VA 23187

If you have sent payment, please disregard this notice.

Sincerely,

Timothy O'Connor Executive Director

Enclosure

#### **NOTICE**

Federal law requires that we provide you with the following information:

# THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If this is the initial communication you have received from us concerning this debt, the following applies:

The letter with which this notice is enclosed contains written notice to you of the amount of the debt and the name of the creditor to whom the debt is owed.

If you do not dispute the validity of this debt or any portion thereof within 30 days after your receipt of this notice, we will assume the debt is valid.

If you notify us in writing within the 30-day period that the debt or any portion thereof is disputed, we will obtain verification of the debt or a copy of the judgment against you, and provide you via mail with verification of the debt or a copy of the judgment against you.

Upon your written request within the 30-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

Nothing in this notice should be construed to mean that we will refrain from or delay pursuing the creditor's legal remedies during the 30-day period mentioned above unless and until we receive written notification from you.

This is a communication from a debt collector.

#### KINGSMILL COMMUNITY SERVICES ASSOCIATION **POST OFFICE BOX 348** WILLIAMSBURG, VA 23187 (757) 645-3454 FAX (757) 603-6005

#### **IMPORTANT NOTICE**

#### THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VIA Certified Mail / Return Receipt Requested And U.S. Mail

January 17, 2013

Mr. & Mrs. Address Williamsburg, VA 23185

> Re: Kingsmill Community Services Association Final Notice of Delinquent Assessments on: Address

Our Account No: KC

Dear Mr. & Mrs.:

According to the Kingsmill Community Services Association's (the "Association") records, you are delinquent in assessments in the amount o \$ This amount includes the outstanding balance plus \$ for interest.
This letter constitutes a second and final demand for payment of \$
You can satisfy your account today by calling our office and paying your account in full with your Visa, Mastercard, or Electronic Check, or simply by dropping off
check or money order payable to "Kingsmill Community Services Association" at ou
KCSA office.

Kingsmill Community Service Association Attn: Accounting Department 300 McLaws Circle, Suite 106 Williamsburg, VA 23185

As the record owner of the above-referenced property, you are a member of the Association and have an obligation to pay the assessments assessed by the Association for the preservation and maintenance of the Kingsmill community as a whole. Failure to make payment may result in the restriction of certain Association privileges as authorized under the Virginia Code and additional costs as outlined in this letter.

You have ten (10) days from the date of this letter to deliver payment to the Association, or contact our office to arrange for payment in full. Failure to do so may result in the Association forwarding your account to its attorney for collection. In addition to such charges referenced above, you would also be responsible for any and all attorney's fees, costs, recordation/release fees, and any and all other charges applicable to the collection of your delinquent assessments.

Furthermore, if you fail to make payment in full or contact our office to arrange for payment in full within ten (10) days from the date of this letter, the Association may initiate the process required by § 55-513 of the Code of Virginia in order to suspend certain of your rights to use facilities (for example, your right to use the recreational facilities and the "Resident Lanes" at the Gate Houses, which would result in the deactivation of all gate access decals associated with the above property, and which would require you to use the "Guest Lanes"). Your assessments may be accelerated and become immediately due and payable, and the Association's attorney may initiate proceedings to collect the assessments due for the balance of the year.

In addition to instituting any other available means for the collection of the delinquent assessments, a Memorandum of Lien pursuant to Section 55-516 of the Code of Virginia, as amended, may be filed in the Clerk's Office of the Circuit Court for the City of Williamsburg and the County of James City.

Be advised that if the Association files a Memorandum of Lien against your property, the delinquent assessment will increase to include: future interest, and additional attorney's fees for preparing, filing and releasing the Memorandum of Lien. The Association reserves the right to take any other action necessary to collect this amount, including filing an action at law against you in a court of competent jurisdiction. Please find included with this letter a notice that may apply to you.

Sincerely,

Timothy O'Connor Executive Director

Enclosure

#### **NOTICE**

Federal law requires that we provide you with the following information:

# THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If this is the initial communication you have received from us concerning this debt, the following applies:

The letter with which this notice is enclosed contains written notice to you of the amount of the debt and the name of the creditor to whom the debt is owed.

If you do not dispute the validity of this debt or any portion thereof within 30 days after your receipt of this notice, we will assume the debt is valid.

If you notify us in writing within the 30-day period that the debt or any portion thereof is disputed, we will obtain verification of the debt or a copy of the judgment against you, and provide you via mail with verification of the debt or a copy of the judgment against you.

Upon your written request within the 10-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

Nothing in this notice should be construed to mean that we will refrain from or delay pursuing the creditor's legal remedies during the 30-day period mentioned above unless and until we receive written notification from you.

This is a communication from a debt collector.

Parcel	ID:	

# VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF WILLIAMSBURG AND THE COUNTY OF JAMES CITY

# MEMORANDUM OF LIEN BY KINGSMILL COMMUNITY SERVICES ASSOCIATION FOR UNPAID ASSESSMENTS

$I_{:x}$	Name of Development:	Kingsmill on the James
2.	Description of Lot:	[Legal Desc.] James City County, Virginia
3.	Address of Property:	Williamsburg, Virginia
4.	Owner(s) of Lot:	[BOLD, UNDERLINED, AND CAPS]
5.	Total Amount of Unpaid Assessment:	\$ plus accrued interest, costs, and attorney's fees
6.	Due Date for Assessment:	(break down for each assessment)
7.	Date of this Memorandum:	
8.	Name of Association:	KINGSMILL COMMUNITY SERVICES ASSOCIATION
9.	Name and Address of Person To Contact to Arrange for Payment Or Release of Lien:	Elizabeth L. White LeClairRyan 5388 Discovery Park Blvd., Third Floor Williamsburg, VA 23188 (757) 941-2805

Prepared by and after recording return to: LeClairRyan 5388 Discovery Park Blvd., Third Floor Williamsburg, VA 23188 Kingsmill Community Services Association is hereby obtaining a lien in accordance with the provisions of the Virginia Property Owners Association Act as set forth in Chapter 26 (§55-508, et seq.) of Title 55 of the Code of Virginia.

Kingsmill Community Services Association

Ву	y:
Pr	rinted:
	itle:
COMMONWEALTH OF	F VIRGINIA, to-wit:
The foregoing ins	strument was subscribed and sworn to before me in
vuguna uns	day of, 20 by
who verified under oat	h that according to the records of the Kingsmill Community Service roperty owner(s) are indebted to Kingsmill Community Services Association herein.
	Notary Public
My commission expires:	
Notary Registration Nun	nber:
3105005_1	

#### Exhibit 5

to

# Disclosure Certificate Kingsmill Community Services Association Environmental Preservation Board Policies and Procedures

#### KINGSMILL COMMUNITY SERVICES ASSOCIATION

## ENVIRONMENTAL PRESERVATION BOARD POLICIES AND PROCEDURES

ADOPTED: September 25, 2008

**EFFECTIVE DATE: October 15, 2008** 

October 15, 2008

Dear Kingsmill Homeowner,

Welcome to Kingsmill on the James. Kingsmill Community Services Association ("KCSA"), the governing body of the Kingsmill residential community is dedicated to creating and preserving a residential community of the highest environmental quality, a community that blends harmoniously with nature. This requires a compatibility of architecture, landscaping and planning which can be achieved only through careful control.

We sincerely hope that you will take the time to read these Policies and Procedures carefully and will file them away for safekeeping and future reference. Additionally, non-resident Owners are responsible for making sure their tenants follow these documents. These documents contain many provisions regarding Covenants and architectural control.

As you prepare to build or make changes to the exterior of your property within Kingsmill, you will have the opportunity to meet with the Environmental Preservation Board ("EPB"). To assist you and ensure compliance, the EPB has implemented review procedures that encourage design excellence, with the goal of preserving and enhancing property values and fostering owner pride and satisfaction.

To aid you in the construction and review process, the following policies and procedures have been established in accordance with the Kingsmill Covenants.

If you have any questions you may contact the EPB Office at (757) 253-3955 or (757) 253-3914.

Sincerely,

The Environmental Preservation Board

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#### **ARTICLE 1: INTRODUCTION**

#### 1.1 Purpose

All Kingsmill property Owners and residents are legally bound to abide by the Kingsmill Declaration of Covenants and Restrictions as amended (the "Declaration"), Supplemental Declarations as amended for individual Parcels, (each a "Supplemental Declaration"), (collectively the Declaration and the Supplemental Declaration for all Parcels are hereinafter referred to collectively as the "Covenants"), the Articles of Incorporation, the KCSA Bylaws, these Polices and Procedures and other applicable legal documents. As used herein, the term "Governing Documents" means collectively the Covenants, the Articles of Incorporation, the KCSA Bylaws ("Bylaws"), the EPB Policies and Procedures, and the Rules and Regulations ("Rules"). These Policies and Procedures were adopted to facilitate the Environmental Preservation Board's ("EPB") review of applications for architectural improvements.

This guide, in accordance with the Covenants, is the basis in which the EPB maintains the high standards of Kingsmill from initial home design and construction, and continues with home additions and maintenance. Through systematic, uniform review procedures, the goal is to encourage design excellence, preserve and enhance property values, and foster owner pride and satisfaction. The intent of these Policies and Procedures is to protect overall appearance, maintain the values of the community, and retain a good neighbor relationship.

Properties owned by Busch Properties, Inc. and its related entities, as well as property located within the Corporate Center, the Resort, the Spa and the Theme Parks, are not subject to the Governing Documents or to these Policies and Procedures.

#### 1.2 Authority

Article V, Section 1 of the Declaration provides that no improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the EPB, except as otherwise expressly provided in the Declaration. Accordingly, by resolution, the Board of Directors and EPB adopted the following Policies and Procedures to facilitate the EPB's review of applications. Owners are cautioned that the Environmental Preservation Board Policies and Procedures are guidelines only, and, subject to the terms and provisions of the Declaration. The EPB may exercise its sole discretion in determining whether to approve or disapprove any applications.

#### 1.3 Governing Documents

These Policies and Procedures should be considered together with the Covenants, and the other Governing Documents. If any provisions of these Policies and Procedures conflict with the terms or provisions of any Governing Documents, the terms and provisions of the applicable Governing Documents shall control. Owners contemplating the submission of an application to the EPB are urged to take special notice of Article V ("Architectural Control") of the Declaration and the Supplemental Declaration for each Parcel.

#### 1.4 Previously Approved Improvements

If an Owner has previously obtained EPB approval for improvements on such Owner's Lot, which improvements would be rendered non-conforming under these Policies and Procedures, such prior EPB approval will continue in full force and effect as to those improvements previously approved to the full extent of such previous approval; provided, however, that the requirements of these Policies and Procedures must be met at the time, if any, that such non-conforming improvements are replaced unless the Owner of such Lot obtains a variance pursuant to Section 3.7 of these Policies and Procedures.

#### 1.5 Parcel Specific Guidelines

Each Lot within Kingsmill is located within a Parcel (as defined in the Declaration). Each Parcel is subject to a Supplemental Declaration which contains Parcel specific covenants and restrictions. In many instances, particularly in the Multi-family Parcels, the EPB and the KCSA Board of Directors have developed EPB guidelines that are specific to such Parcel. Owners who are contemplating submitting an application to the EPB should review and comply with these general Policies and Procedures together with any Parcel guidelines specific to the Parcel in which their Lot is located. Parcel specific information is addressed in Article 9 of these Policies and Procedures.

#### ARTICLE 2: ENVIRONMENTAL PRESERVATION BOARD (EPB)

#### 2.1 Legal Framework

Article V of the Covenants establishes the EPB. The EPB is responsible for regulating the external design, appearance, use, location, and maintenance of the properties within Kingsmill. The EPB is composed of KCSA representatives and several property Owners. The KCSA Community Standards Coordinator is responsible for monitoring covenant enforcement for KCSA in accordance with the covenant enforcement policies and procedures adopted by the Board of Directors from time to time.

No improvements, additions, alterations, repairs, change of paint colors, excavations, changes in grade, landscaping, fences or other work/enhancements which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state shall be made without the prior written approval of the EPB.

Therefore, the EPB has the absolute and exclusive right to reject any site, building or landscaping plans and/or specifications, which are not desirable in its opinion for any reason, including purely aesthetic reasons. In keeping with its authority, the EPB will act only in a manner designed to preserve the quality and harmony of external design of proposed new structures, renovation or re-design, as they relate to the surrounding neighborhood. Visual impact of the structures from adjacent or neighboring properties will be evaluated, as well as basic curbside appeal from the standpoint of street traffic.

#### ARTICLE 3: EPB DESIGN REVIEW PROCEDURES

#### 3.1 Owner Responsibility

Each property Owner and resident within Kingsmill is responsible for compliance with the Governing Documents of this community. Any proposed improvements/changes/enhancements to be made to the property require the Owner to receive written EPB approval prior to making the improvements. The Owner is responsible for all work done to his/her or her property, whether the Owner or Owner's contractor (or subcontractor) is performing the work.

#### 3.2 Owner Responsibility - Compliance with Other Applicable Laws

In addition to EPB approval, each property owner is responsible for obtaining all applicable approvals and permits as required, including but not limited to James City County Building permits, approval from James City County Environmental Division, etc., and for constructing any changes to the property in a manner that complies with all applicable regulations.

#### 3.3 EPB Meetings and Deadline Information

The EPB meets approximately twice monthly on Tuesdays at 2 p.m. in the KCSA Conference Room. During these meetings, the EPB reviews applications submitted on the appropriate forms, supporting drawings, and required information. EPB applications may be picked up at the KCSA office during business hours from the EPB Coordinator or the KCSA receptionist. For an application to be placed on the agenda, it must be complete, including all required additional information and submitted to the KCSA office by 4 PM the Friday prior to the scheduled EPB meeting (or earlier if the application is subject to the "Good Neighbor Policy" as explained in Section 3.4 and 4.1 below). Meeting dates are posted in the Kingsmill Bulletin. The EPB reserves the right to cancel meetings if necessary, without notice.

#### 3.4 Preparation of Submittals

The property Owner is required to submit an EPB application and obtain approval for **ALL** exterior changes prior to the commencement of work on the property.

Depending on the type of request, the application may be subject to the "Good Neighbor Policy," as defined in section 4.1. In this case, the completed application must be submitted a minimum of 14 days prior to the desired EPB meeting date to provide time for the mailing of a "Good Neighbor Policy Letter". Such Items requiring notification include, but are not limited to, expansion of the existing footprint or roofed area, a new house, additions, fences, dependencies, landscape changes, hardscape changes, and play gyms.

If you or your builder are not familiar with Kingsmill procedures and design standards, a conference with the EPB Coordinator or Chairman is highly recommended. This can prevent misunderstandings and costly delays. A conference may be arranged by contacting the EPB Coordinator at the KCSA Office, 757-253-3955.

#### 3.5 EPB Review Basis

The EPB reviews each application based on:

- (a) Its interpretation of the Covenants
- (b) These policies and procedures

- (c) Aesthetics
- (d) The impact to the Kingsmill Community.

The EPB reserves the right to require modifications to proposed designs including deletion, addition, or relocation of design elements in order to achieve compliance with these policies.

The applicant or his/her representative is encouraged to attend the meeting during which the application is reviewed by the EPB to answer any questions that may arise, however, applicants are not required to be present.

3.6 Approvals

An application is approved when notice is given to the applicant in writing by the EPB. Following the EPB review meeting a letter/form will be sent to the applicant with one of the following decisions:

- (a) Approved as submitted.
- (b) Approved with changes. These applications are approved only if stated contingencies/conditions in the approval letter/form are met.
- (c) Disapproved: Reasons for disapproval will be given in writing. The EPB may also provide suggestions for revisions but does not provide design solutions. A disapproved action requires the application be resubmitted before any approval may be granted.

#### 3.7 Variances

The EPB shall have the authority to grant variances from the strict application of the Policies and Procedures in circumstances where (a) the strict application of the Policies and Procedures would create a hardship with respect to an Owner's use of his/her Lot and (b) the structure or other proposed architectural feature would comply with the spirit and intent of these Policies and Procedures and would not violate the provisions of the Covenants. Requests for variances will be reviewed on a case-by-case basis and each case will stand on its own facts, regardless of whether similar variances have been previously approved for others under similar facts. Owners are advised that the EPB supports the application and enforcement of the Policies and Procedures, and, therefore, variances will not be routinely granted.

3.8 Appeal Process

Should an application be disapproved and the applicant feels that the submittal was misinterpreted they should contact the EPB Coordinator to discuss the application. If the Coordinator agrees that a second review is in order, the application will be placed on the agenda for the next meeting.

If an applicant does not agree with the EPB's decision, the applicant can appeal to the KCSA Board of Directors provided the Owner files written notice of such appeal with the

Secretary within ten (10) days of the dated letter of the EPB's decision. Upon the filing of any such appeal, the Board shall schedule a hearing after at least ten (10) days written notice to the Owner stating the time and place of such hearing. At any such meeting, the Board may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

#### 3.9 EPB Review Fees and Bonds

#### (a) NEW CONSTRUCTION REVIEW FEE

KCSA charges a fee for the EPB to review an application for new home construction, payable at the time of the initial submittal of such application. This fee, (hereinafter the "New Construction Review Fee"), shall be applied to the clerical administration, architectural and engineering fees as applicable.

#### (b) NEW CONSTRUCTION CONFORMANCE BOND

KCSA collects a Conformance Bond at the time of the initial submittal of an application for new home construction as a deposit and partial assurance that the homeowner/builder will comply with the requirements of the Covenants and Environmental Preservation Board Policies and Procedures during new home Specifically, this bond, (hereinafter the "New Construction construction. Conformance Bond"), will serve as partial assurance the erosion and sediment controls are installed and maintained, the Lot is kept clean of trash and debris, and drainage ditches and other improvements are operable, maintained and restored to their proper conditions after construction is complete. Further, this bond serves as partial assurance that all rules stated in Article V ("Architectural Control") of the Declaration and the EPB Policies and Procedures are adhered to during construction. At the end of construction and upon application for a refund of the New Construction Conformance Bond, the EPB shall inspect the homesite and if the construction conforms to the documents approved by the EPB and the homesite is considered satisfactory, the bond will be promptly refunded.

#### (c) MAJOR IMPROVEMENT REVIEW FEE

KCSA charges a fee for the EPB to review an application for "Major Improvements" (as hereinafter defined) to a Lot on which is situated an existing home. This fee is payable by check and is due at the time of the initial submittal of such application for Major Improvements. "Major Improvements" are those improvements to a Lot or an existing structure on a Lot which satisfy one or more of the following criteria: (i) consist of a room addition, construction of accessory building(s), gazebos or other major site improvements such as swimming pools; (ii) cost in excess of \$10,000 to construct; or (iii) those improvements for which the EPB believes, in its discretion, the need to engage an architect to assist the EPB with its review of the application. This fee, (hereinafter the "Major Improvement Review Fee"), shall be applied to the clerical administration, architectural and engineering fees as applicable.

#### (d) MAJOR IMPROVEMENT CONFORMANCE BOND

KCSA collects a bond at the time of the initial submittal of the application for a Major Improvement as a deposit and partial assurance that the homeowner/builder will comply with the requirements of the Governing

Documents during improvements to existing construction. Specifically, this bond, (hereinafter the "Major Improvement Conformance Bond"), will serve as partial assurance, that all rules stated in Article V ("Architectural Control") and the EPB Policies and Procedures are adhered to during construction. At the end of construction and upon application for a refund of the Major Improvement Conformance Bond, the EPB shall inspect the homesite and if the improvement conform(s) to the application as approved by the EPB and is considered satisfactory to the EPB, the bond will be promptly refunded.

#### Schedule of Fees and Bonds

The KCSA Board of Directors established the following Fees and Bonds effective October 15: 2008  TYPE OF FEE / BOND	AMOUNT DUE
New Construction Review Fee	\$1,000
New Construction Conformance Bond	\$2,000
Major Improvement Review Fee	\$ 500
Major Improvement Conformance Bond	\$1,000

All Review Fees and Bonds must be paid by check (payable to the KCSA) at the time the application is submitted and prior to the mailing of the "Good Neighbor Policy Letter" (if applicable). Review Fees are non-refundable and become the property of KCSA upon submittal. Checks for Bonds will be deposited in a KCSA account, may be co-mingled with other funds of KCSA, and will be refunded to the Owner in accordance with the procedures established in the Section 3.9 provided the improvements comply with the approved application and any conditions imposed by the EPB in approving the application. In the event an Owner fails to satisfy the conditions imposed by these Policies and Procedures or by the EPB in approving the application, KCSA may retain such Bond which will become the property of KCSA if the Owner has failed to satisfy such conditions within 10 days after the date KCSA notifies the Owner in writing that such Bond will be forfeited.

#### (e) MINOR IMPROVEMENT

Applications for "Minor Improvements" (as hereinafter defined) do not require the payment of a review fee or the submission of a bond; however, Owners must still submit an application to the EPB and receive EPB approval prior to any work commencing on the Lot. "Minor Improvements" means those improvements to a Lot or an existing structure which do not qualify as "Major Improvements" as defined on Section 3.9.1(c) above. Examples of Minor Improvements include, but are not limited to, change in paint color or the addition of steps to an existing deck.

#### **ARTICLE 4: GENERAL POLICIES**

#### 4.1 Good Neighbor Policy

#### (a) Single Family Home Parcels

When any new house or exterior modification is requested which increases the footprint or extends toward an adjacent property, the EPB will notify those Owners of Lots which the EPB believes will be substantially impacted by such improvements if the application is approved. Such Owners will be provided with a minimum of 10 days from the date of the notice letter to review the application and provide comments to the EPB. These Owners have the right to submit written comments about the application. The EPB will consider any comments submitted in writing when making its decisions. In determining which of the neighboring Lots will be impacted by the proposed improvements, the EPB will take into account the surrounding Lots and other facts that the EPB deems relevant on its sole and absolute discretion. Owners who desire to be notified of applications by email may make a written request to KCSA to be notified by email and such request shall include the Lot Owner(s) name(s), address, zip code and a specified email address to be used for notification purposes.

#### (b) Multi-family Parcels

When any exterior modification or addition (including a prototype) is requested for a Multi-family Parcel, the EPB shall provide a copy of the application to the Parcel Advisory Committee for the Parcel in which the Lot is located. The Parcel Advisory Committee may provide comments and recommendations on such applications. The EPB may reject or accept recommendations from the Parcel Advisory Committee regarding applications submitted to the EPB.

#### 4.2 Landscape Protection Zones

Landscape Protection Zones ("LPZs") are areas specifically designated on the subdivision plat(s) of the Parcel as land areas to preserve green space. Structures, hardscapes, and tree removal are highly restricted in these areas.

#### 4.3 Miscellaneous Easements/Restrictions

Owners are responsible for ensuring that any improvements to their Lots comply with all easements and restrictive covenants affecting the chain of title for such Lot, including, without limitation, scenic easements and utility easements. For example, some Lots in Kingsmill are subject to a scenic easement benefiting the National Park Service. Owners of affected Lots should carefully review the terms of such easements to determine the location of the easement area and the scope of any limitations imposed.

#### 4.4 Chesapeake Bay Preservation Act

In addition to obtaining EPB approval, Owners must ensure that any work to be performed within a Resource Protection Area ("RPA") (as hereinafter defined) is approved by the James City County Environmental Division prior to a commencing any work whatsoever within any RPA on their Lot. James City County Environmental Division regulates and enforces all restrictions pertaining to the Chesapeake Bay Preservation Act. Specifically, the James City County Chesapeake Bay Preservation Ordinance (Ord. No. 183, 8-6-90) (the "Ordinance") can be found at Chapter 23 of the James City County Code.

#### 4.4.1 Resource Protection Areas ("RPAs")

Resource Protection Areas are designated areas maintained in such a way as to preserve the natural environment of the Chesapeake Bay region, including water filtration and sediment control. Section 23-3 of the Ordinance defines a "Resource Protection Area" as "that component of Chesapeake Bay Protected Area comprised of land adjacent to water bodies with perennial flow that have intrinsic water quality value due to the ecological and biological processes they perform or are sensitive to impacts which may result in significant degradation to the quality of state waters." RPAs include 1) tidal wetlands; 2) nontidal wetlands connected by surface flow and contiguous to tidal wetlands or water bodies with perennial flow; 3) tidal shores; 4) a buffer area not less than 100 feet in width located adjacent to and landward of the components listed in subdivisions 1 through 3, and along both sides of any water body with perennial flow. In addition to EPB approval, any work requested in a RPA must also be approved by James City County Environmental Division prior to any work being done.

#### 4.4.2 Violations and Penalties

Pursuant to Section 23-18 of the Ordinance, "any person who violates any provision of [the Ordinance] or who violates, fails, neglects, or refuses to obey any variance or permit condition authorized under [the Ordinance] shall, upon such finding by the circuit court, be assessed a civil penalty not to exceed \$5,000.00 for each day of violation. Further, "with the consent of any person who has violated any provision of [the Ordinance], or who has violated, failed, neglected, or refused to obey any variance or permit condition authorized under this chapter, the county may provide for the issuance of an order against such person for the one-time payment of civil charges for each violation in specific sums, not to exceed \$10,000 for each violation. In addition to, and not in lieu of, the penalties described above, the County may apply to the circuit court for an injunction against the continuing violation of any provision of [the Ordinance] and may seek any other remedy authorized by law.

#### **ARTICLE 5: BUILDING POLICIES**

#### 5.1 Owner Construction Responsibility

During construction, additions or improvements, the Lot Owner is responsible for the work of his/her builder/contractor. It is the responsibility of the Lot Owner to insure that any damage to the road shoulders, drainage or adjoining Lots caused by his/her contractors is promptly repaired. If an Owner wishes to make any changes to the initially approved plans, such changes must be submitted to the EPB for approval prior to any work being initiated on the proposed changes. Changes started or completed at the construction site without the prior written consent of the EPB could result in the work being removed and/or replaced at the Owner's expense. All buildings, drives, walks, landscaping, and other work originally submitted to and approved by the EPB must be completed within 12 months from EPB approval or clearing. The Owner shall inform the EPB when clearing starts. Per the Covenants, extensions may be granted by the EPB. Any approved changes to the original plans will be completed within the same timeframe, unless an extension has been granted in writing by the EPB.

#### 5.2 James City County Compliance

There is the possibility of expansive soils in Kingsmill and particularly in the vicinity of the James River. All James City County requirements regarding expansive soils shall be complied with. All work must be in compliance with the James City County Building Codes and all necessary permits must be obtained in compliance with such Codes. Information regarding water or sewer line availability, grinder pumps, depths, etc. must be obtained from James City County.

#### 5.3 Permitted Hours of Construction

Exterior construction work may only occur Monday through Friday 7:00AM - 7:00PM and Saturday 8:30AM - 5:00PM. No exterior construction work may be performed on Sundays. Interior work on Sundays must be completely performed on the interior of an enclosed structure. Noise transmitted to neighboring properties on Sundays is prohibited.

#### 5.4 Home Foundation Standards

- **5.4.1** Foundations may not be placed on slopes greater than 20%. On uniquely shaped Lots the EPB may grant an exception. Cantilevered portions of buildings, post supports of decks, terraces, and patios may be allowed.
- **5.4.2** Owner is not permitted to build more than one home or dwelling unit per Lot. Private docks and/or boathouses are prohibited on waterfront lake Lots (Kingsmill Pond and Wareham's Pond). Other waterways (tidal and/or navigable) are controlled by the state, county and/or the Army Corps of Engineers, and therefore Owners shall obtain all applicable permits prior to submitting an application to the EPB.
- **5.4.3** Without prior approval, structures erected on residential Lots shall not be more than two full stories above the normal ground surface.
- 5.4.4 Variances. The EPB is not required to grant setback variances. The purpose of a variance is for a minor building setback adjustment to accommodate a new home. They are not for additions. Some Parcels have Parcel specific setback lines, and in these cases the Supplemental Declaration for the Parcel and/or the subdivision plat(s) for the Parcel will typically specify such setbacks. Where the Covenants and/or the subdivision plat(s) for the Parcel are silent on setbacks the following will be used: Front 40 feet, Rear 30 feet, Side setbacks must total a minimum of 40 feet (example: 15 feet on the right side and 25 feet on the left side.) At no time will an item other than a fence or driveway be permitted within 10 feet of any property line. (Note: Per the Declaration, the term "Parcel" is defined to "mean and refer to all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration," and, therefore, the term Parcel includes all subdivisions within Kingsmill and is not limited to the Multi-family Parcels.)

#### 5.5 Clearing Requirements

**5.5.1** Clearing must be in accordance with the approved site plan. No trees over 6 inches in diameter measured at 2 feet above ground may be removed without EPB approval.

- **5.5.2** A rock base is to be put down in the driveway entrance immediately after clearing and the builder is responsible for keeping mud off the streets.
- **5.5.3** Debris log piles may not be left on the Lot. They are to be removed or sawn into lengths not to exceed 2 feet and neatly stacked behind the house, prior to completion. Firewood may be kept neatly on the property only if the house has a wood-burning fireplace, otherwise, all wood must be removed.

#### 5.6 Erosion and Drainage Control

- **5.6.1** Erosion control, such as silt fences, straw bales, straw, matting, seeding or sod must be used to prevent the washing of earth into drainage ways, lakes and ravines, during and after construction.
- 5.6.2 If slopes resulting from site drainage are not at such an angle as to permit quality maintenance, they must be stabilized with appropriate ground cover or the slope adjusted by use of a retaining wall. No site shall be graded or altered in any manner that would cause water to be diverted or collected and directed into or across a contiguous parcel of land including grass drainage flow along the front line. Natural drainage patterns shall be respected and not interfered with so as to impede the normal flow of surface water.
- **5.6.3** Design and implementation of site work must provide for necessary drainage pipes and drainage ways, to insure stabilization and prevent future erosion. Provisions must be made for existing drainage courses and structures. No existing drainage structures may be tapped or altered without prior approval of the EPB.

#### 5.7 Road, Vehicle and Materials Storage Requirements

- 5.7.1 Construction material may not be placed or stored on the road right of way.
- **5.7.2** During construction, the EPB reserves the right to prescribe the ingress and egress routes utilized by construction vehicles, including those delivering materials, equipment and supplies. This also applies to the vehicles operated by construction personnel.
- **5.7.3** Construction vehicles shall not be parked in any area other than on the building site or on the Lot road shoulder. Vehicles will not be permitted to obstruct the traffic flow on any street within Kingsmill.
- **5.7.4** Haphazard storage, parking and location of other equipment will not be allowed. The building site must be kept clear of paper and other debris and maintained, during the entire period of construction, in a manner that is not unattractive from the street, adjoining Lots, common areas, or golf course.
- **5.8 Building Signs:** No signs will be permitted on building sites except one sign in standard format approved by the EPB, which identifies the builder, and James City County building permit.

5.9 Temporary Storage Units, Tents and Portable Lavatories: No structure of a temporary character, and no trailer, shack, barn, pen, kennel, run, stable, prefabricated structures, or other temporary or movable accessory buildings (including, but not limited to, PODs and similar storage equipment), or any other structure not approved by the EPB shall be erected or placed on the Lot, contiguous property or the right-of-way. This provision shall not apply to the overnight use of camping tents in the back yard of a Lot and/or the erection of tents of a temporary nature for special events, provided that camping tents be disassembled and stored after use and shall not remain up for any consecutive period in excess of 7 days or for more than 14 days in any 12 month period, and that tents used for special events shall not remain up for more than 5 consecutive days or for more than 10 days in any 12 month period. (See Section 48 of the Rules). During the construction period a portable lavatory should be installed on the Lot in compliance with these and other governing laws and regulations. (See Section 30 of the Rules).

#### **ARTICLE 6: NEW HOUSE**

As a minimum one copy of each of the following drawings or samples shall be submitted with the application.

- 6.1 New House Submittals required:
  - 6.1.1 Site Plan -- (preferably 1 foot by 10 inches)
    - (a) All proposed structures and improvements, utility yards and driveway shown.
    - (b) Dimensions, property and set back lines, easements, LPZs, etc. shown.
    - (c) Topography, at 1 foot or 2 foot contours.
    - (d) All trees over 6 inches in diameter at breast height shown, with those to be removed marked with an "X".
    - (e) If a sewer grinder pump is desired, the location of the grinder pump and grinder pump facilities must be labeled. Grinder pumps require a variance from the EPB. (See Section 6.1.5 below.)

#### 6.1.2 Elevations

- (a) Building Plans and Elevations of a conceptual nature submitted as part of a preliminary consultation with the EPB need not be stamped by an architect or engineer. The EPB has the option to accept plans from designers, if in the EPB's opinion such plans are of sufficient quality. Final elevations and building plans must be stamped by an architect or engineer.
- (b) Front, side and rear elevations of all structures to be completed on the site, must have their finished floor elevations shown so that they relate, in scale, to the new finished grades at the building perimeters.

- (c) Front, side and rear elevations shall be shown, to scale, in full detail, including the proposed fenestration with the trim and brick moldings. Window grilles must be shown. The proper number of exterior stair risers shall reflect the proposed finished floor line to grade. Elevations shall be  $\frac{1}{4}$  of an inch = 1 foot, 0 inches on standard sized paper used by architects and engineers (which is a minimum of 24 inches x 36 inches or 30 inches x 42 inches, respectively.)
- (d) All text must be legible and readable. Reversed copies are not acceptable.
- **6.1.3 Samples** Samples of actual siding, brick and shingles, with color charts/chips must be provided with the application for EPB review.
- **6.1.4 Staking of Lot** Field stakeout of Lot, showing corners of house, driveway entrance and corners, parking areas, all trees to be cleared, as well as drainage or erosion control measures (where applicable) must be performed.

The intent of the above request for information is to provide the EPB with enough information to determine the appearance, proportion and aesthetics of the proposed construction. The EPB may require additional information if, in its opinion, the data submitted does not sufficiently portray the intent.

**6.1.5 Grinder Pumps** Grinder pumps shall be installed in accordance with James City Service Authority ("JCSA") and not interfere with easements.

#### ARTICLE 7: DESIGN STANDARDS

#### 7.1 Architectural Style

- 7.1.1 Mixtures of architectural styles in one building will not normally be approved.
- **7.1.2** To maintain diversity of architecture within single-family neighborhoods, (excluding patio homes) essentially complete duplications of exterior architectural design will not normally be permitted when both structures are either visually within range of each other or when they are both within the same Kingsmill neighborhoods.
- **7.1.3** Second floor cantilevers will only be accepted, if in the opinion of the EPB they are architecturally compatible.

#### 7.2 Environmental and Energy Efficiency Considerations

7.2.1 The EPB is committed to safeguarding the environment and fostering opportunities for the construction of "green" buildings throughout Kingsmill. To that end, consideration will be given to applications and proposals that include environmentally friendly and/or energy efficient designs. As with all applications and proposals, the EPB shall make the determination as to the approval of these applications.

**7.2.2** "Green" buildings and components thereof may include but are not limited to: EnergyStar qualified energy-efficient homes, qualified energy efficient windows, qualified solar panels, qualified metal roofs, qualified skylights and qualified heating and cooling equipment.

#### 7.3 Awnings

- 7.3.1 Awnings are generally not recommended on front elevation.
- **7.3.2** Awnings must be a neutral earth tone solid color fabric material to blend with the colors of the house. Linear valances must be used where prototypes exist requiring a linear valance to blend with the lines of the house.

#### 7.4 Basketball Goals: Permanent and Temporary

- **7.4.1** Both sides of the backboard are to be painted a subdued, neutral color that would complement the house, such as beige, gray, medium brown, etc. (not white).
- **7.4.2** Clear acrylic backboards and glass backboards do not require painting and are allowed.
- 7.4.3 The pole is to be painted black or dark brown and kept in good condition.
- **7.4.4** Goals are generally to be centered opposite garage doors, unless a different location is approved by the EPB.

#### 7.5 Bollards

- **7.5.1** KCSA may place bollards on severe curves or main road intersections where vehicles often drive off the road. KCSA may install 6x6 timbers at intersections in lieu of bollards. This cost will be from the KCSA general fund.
- **7.5.2** Owners may request other locations. These bollards will be installed and maintained at the Owner's expense and must conform to the placement policy below
- **7.5.3 Placement Policy:** Bollards shall be placed between 16 inches and 30 inches from the road, as measured from the closest bollard edge to the road and approximately 20 feet apart on severe curves or intersections and 30 feet apart on other locations.
- **7.5.4 Installation and Replacement Policy:** Currently installed locust posts not on severe curves or intersections may remain, but must conform to the above placement policy. No other items are permitted on the right-of-way. Only the KCSA approved brown/white reflective, 4 feet by 4 feet, bollard is authorized for use or replacement. Mixing of old locust post and bollards at the same location is prohibited. Specifications may be obtained at the KCSA/EPB Office.
- **7.5.5** Lollipop reflectors are prohibited.

#### 7.6 Decks

- **7.6.1** All fascia boards, trim, railings, and lattice are to be painted/stained the color approved by the EPB or, if approved by the EPB, may be left natural.
- **7.6.2** If a deck is allowed to encroach into a setback, at no time will any roofed structure be constructed on this deck within the encroachment.
- **7.6.3** Deck posts must be either brick columns or solid 6 inch by 6 inch posts, generally screened with lattice of a minimum ½ inch slat thickness (1 inch total). Lattice shall be framed with a corresponding matching material.
- **7.6.4** Areas under decks used for storage must be screened with wood lattice, with a minimum ½ inch slat thickness (1 inch total). Lattice shall be framed with a corresponding matching material.
- **7.6.5** Composite deck materials may be approved for use as alternative decking and railing materials, as long as they correspond with the architectural style of the home.

#### 7.7 Dependencies

- 7.7.1 Must be built to grade and will be single story. Height will be reviewed on a case-by-case basis as to how the structure relates to the home and surrounding structures.
- **7.7.2** Doors should be six panels and their opening not visible from any street or the golf course. Alternate doors on dependencies may be approved on a case-by-case basis.
- 7.7.3 May be built on a brick foundation, a concrete slab, 6 inch by 6 inch post, or 12 inch by 12 inch column. Dependencies on skids or concrete blocks will not be allowed.
- 7.7.4 If structure is built on posts, reveal should not be greater than 18 inches. Landscaping or lattice may be required for adequate screening.
- **7.7.5** Location of windows will be approved on an individual basis. Windows will generally not face the street and may be limited with regard to neighboring property.
- 7.7.6 Depending on location and architecture, the dependency generally will not exceed 12 feet by 16 feet.
- **7.7.7** Prefabricated enclosures conforming to the architecture and design of the Living Unit on the Lot will be considered on a case by case basis.
- 7.7.8 Dependencies may require screening, as determined by the EPB.

#### 7.8 Driveways

7.8.1 Driveways, dual or single entrance, shall be exposed brown or gray aggregate, pavers, stamped concrete (such as Bomanite). Broomed or troweled concrete

drives are unacceptable. Asphalt driveways are not allowed for use in Single Family subdivisions. Repairs to a previously approved asphalt driveway may utilize asphalt. All replacement driveways must comply with this Section. Gravel driveways previously approved under prior policies and procedures predating the adoption of these policies and procedures must be maintained in good condition.

- 7.8.2 Exposed aggregate concrete must be brown or gray.
- **7.8.3** Pavers or stamped concrete may be used at the discretion of the EPB provided the color of the materials coincides with the color scheme of the house.
- 7.8.4 The width at the property line shall not exceed 14 feet.
- 7.8.5 No Lot shall have more than two driveway entrances.
- **7.8.6** At the street, a concrete swale or pipe must be used so as not to impede drainage along the road shoulder, regardless of the type of driveway used. No site shall be graded or altered in any manner that would cause water to be diverted or collect and directed into or across a contiguous parcel of land including grass drainage flow along the front Lot line.
- **7.8.7** The driveway apron of a driveway at the street must have an arc with a minimum of a fifteen feet radius and be constructed of approved concrete material.
- **7.8.8** Driveway designs must be done with minimal disruption of natural grades. Brick or masonry walls at the ends of culvert pipes on driveway entrances are not normally allowed.

#### 7.9 Dual Entrance Driveways

- 7.9.1 Must meet requirements in paragraph in 7.8.
- 7.9.2 All requests must be accompanied by an adequate landscape plan.
- **7.9.3** Dual entrance driveways will be considered on cul-de-sacs only when the proposed driveway will be located on a property that borders adjacent properties which are not buildable, such as an LPZ or other restricted area.
- 7.9.4 Driveways not on cul-de-sacs, shall receive approval for dual entrance driveways only on Lots that have a road frontage equal or greater than 150 feet.
- 7.9.5 The combined width of the two entrances (at the property line) shall be no greater than 28 feet.
- **7.9.6** The curved edge closest to the house of a dual entrance driveway as it passes the front door of the house shall be greater than the front building setback for the Lot. In no case shall the inside edge (farthest from house) dimension be less than 26 feet as measured from the property line. This is to avoid large expanses of

concrete that can be seen from the road. Mitigating factors such as additional landscaping will be taken into consideration.

- 7.9.7 No dual entrance drives will be approved on Lots fronting on a severe curve.
- **7.9.8** No dual entrance driveway may come any closer than 15 feet from an existing driveway on an adjacent Lot or any closer than 10 feet from the property line of any adjacent unimproved Lot. The intent of this is to prevent driveways of adjacent Lots being too close together creating the effect of a large expanse of concrete, and to allow plenty of room for landscape screening between the driveways of adjacent Lots.

#### 7.10 Exterior Surfaces

- **7.10.1** Bright colors on exterior surfaces will generally not be permitted. This includes exotic door colors, super graphics, and any surface material that tends to reflect light. Mirrors and artificial ornamental devices that are deemed by the EPB to be incompatible with the architecture will not be allowed on exterior surfaces, in the windows, or in the yard.
- **7.10.2** Exterior colors and materials must be in harmony and in earth color tones. Bright colors and colors such as baby blue, pink or exotic hues are not within the acceptable color range. In very rare cases these colors may be approved by the EPB.
- **7.10.3** Exterior materials with shiny plastic or metallic surfaces will not normally be approved or allowed on structures or in yards.

#### 7.11 Fences

- **7.11.1** Fencing is generally to be equal/less than 4 feet in height. Fences are to be behind the front building setback line. In some, very rare, cases a higher fence may be approved by the EPB.
- **7.11.2** Fences will only be allowed for a specific reason, such as a dog, children, etc. The intent in Kingsmill is to maintain open vistas. Fences may not be allowed, or placement restricted, on some Lots.
- **7.11.3** Privacy fences will not be allowed on property lines. Placement of privacy fences near property lines will be at the discretion of the EPB. This prohibition does not apply to those fences or walls constructed on Lots in the Multi-family Parcels as part of the overall design features applicable to such Parcels.
- 7.11.4 Landscaping may be required to screen any fence.
- **7.11.5** Coated black or dark green square mesh may be approved with a split rail fence if placed inside the fence and no higher than the top horizontal rail.

- **7.11.6** Electrified, chicken wire, chain link, lattice, plywood, vinyl/plastic material, or concrete block fences are not allowed. Alternate fencing materials will be reviewed on a case-by-case basis as new materials become available.
- 7.11.7 Fences will not be allowed in LPZs or golf course LPZs.
- **7.11.8** When fences are allowed, generally a single uniform style of fencing must be used. Mixing of different types of fencing is prohibited (i.e. split rail fence with picket fence).
- **7.11.9** Fences must be placed inside property lines to allow for maintenance.
- 7.11.10 Free standing fences will not be permitted.

#### 7.12 Fences: Temporary/Deer Fencing

7.12.1 Deer fencing, barriers and netting (temporary or permanent) are not permitted.

#### 7.13 Firewood

- 7.13.1 Firewood must be stored in accordance with Section 11 of the Rules.
- **7.13.2** If covered, firewood must be covered by a non-reflective earth-tone material in accordance with Section 11 of the Rules.

#### 7.14 Flag Display

- 7.14.1 Unless specifically prohibited or restricted by these Policies and Procedures, the displaying of the flag of 1) the United States, 2) the Commonwealth, 3) any active branch of the armed forces of the United States, or 4) any military valor or service award of the United States, will not require community standards approval other than as outlined herein. Flags of a festive nature (birthdays, college, the arrival of the new baby, the holidays) which are of a temporary nature, will also not require prior approval as long as they are removed on a timely basis and displayed according to these standards set forth. The display of other flags, banners, and bunting, including flags of other nations will require prior approval by the EPB.
- **7.14.2** The flag of the United States shall be displayed in accordance with the U.S. Flag Code of 1942 as amended and the Freedom to Display the American Flag Act of 2005. All flags, regardless of type, shall be kept clean, bright, and shall not be tattered or torn.
- **7.14.3 Staffs:** Flags must be displayed from staffs or poles specifically designed for that purpose. Flag size shall not exceed 4 feet by 6 feet and shall be in proportion to the staff or pole on which it is displayed. Staffs must be temporary, permitting easy removal and storage in the event of inclement weather. Staffs must be constructed of non-ferrous materials to avoid rust and corrosion. Polyvinal Chloride, Plumbing pipe, ("PVC"), is not acceptable.
- 7.14.4 Location and Attachment: Staffs shall be attached only to private dwellings, not higher than 6 feet from ground level and within property lines. Brackets supporting

staffs shall be attached in a secure manner (through the siding on frame houses into the studs, and masonry anchors on brick structures). If Owners are uncertain about attachment, they should seek professional assistance due to the potential dangers associated with the incorrect mounting of staffs. Staffs shall not be attached to trees, or street lighting and mailboxes unless approved by the EPB. Flags shall not be displayed in limited common areas without EPB approval as appropriate.

**7.14.5** Improper Display: The displaying of flags in a manner that would discredit the flag of the United States or in a manner inconsistent with any provision of Chapter 1 of Title 4 of the United States Code, or any rule or custom pertaining to the proper display or use of the flag is prohibited. Parties displaying flags or banners that may cause conflict with a neighbor or others within the community due to the subject matter depicted by the flag or banner shall be required to remove it immediately.

#### 7.15 Garages

- **7.15.1** Generally garages should be visually played down in architecture. Where site conditions permit, garages **must** be entered from the side or back of the house. On some sites it may be necessary to enter a garage from the front (generally only culde-sac Lots). The garage must be properly detailed and landscaped with the intention of screening parked cars and the garage doors as much possible.
- **7.15.2** Some colonial style homes were originally constructed (pre 1985) without garages. In these cases, the EPB may allow a detached front-loading garage. Garage is to be placed behind the front building line no closer than 10 ft. from the property line. Landscape plantings may be required to provide screening as determined by the EPB.
- **7.15.3** Windows on any garage doors require EPB approval. Transom windows over garage doors may be permitted where the architectural concept and aesthetics complement the style of the structure. Where transom windows are permitted, no garage door hardware or interior ceiling storage shall be visible from the exterior.
- **7.15.4** To enhance the aesthetics of the neighborhood, garage doors shall be kept closed when the garage is not in use.
- **7.15.5** No Lot or house will be permitted to have garages housing more than four (4) vehicles combined.

#### 7.16 Gas Heating and Gas Fireplace Systems

- **7.16.1** Venting systems (combustion air, exhaust vents, etc.) projecting through roofs must comply with items in section 7.26 Roofing).
- **7.16.2.** Wall vents on exterior walls should extend through walls at an elevation below the bottoms of the first floor joists when finished grades and system configuration allow. It is preferable that vents extend through walls no higher than 3 feet above finished grade. Vents through walls must be limited to side and rear elevations only. Vents over garage doors are not permitted.

- 7.16.3, Gas lines must be concealed and not attached to the exterior of the house.
- **7.16.4.** Exterior gas furnaces and meters must be screened.

#### 7.17 Golf Course LPZs

- 7.17.1 No fences, play-gyms, or structures of any kind are allowed.
- 7.17.2 No removal of trees, except those determined to be diseased or dying.
- **7.17.3** No planting will be permitted that will reduce neighboring property golf course views.
- **7.17.4** Owners of golf course Lots must take particular care to maintain their property and use it in a way that does not detract from the beauty or enjoyable use of the golf course.

#### 7.18 Gutters and Downspouts

- 7.18.1 Gutters and downspouts may be approved on a case-by-case basis.
- **7.18.2** Gutters must compliment the colors of the home, and must adhere to the property maintenance standards.
- 7.18.3 Storm water may not be diverted to any neighboring property.

#### 7.19 HVAC, Generator, Utilities and Utility Areas

- **7.19.1** All heat pumps, air conditioners, generators, trash and utility areas must be screened at all times either by fencing or dense shrubbery.
- **7.19.2** Trash receptacles, clothes drying apparatus and similar equipment must be kept in garages or screened enclosures as approved by the EPB.
- **7.19.3** The heat pump and utility area is to be to the side/rear of the house and screened prior to occupancy, with either wood fencing or substantial shrubs at least 3 feet in height. Meters are to be painted to match house.
- 7.19.4 Window air conditioners may only be installed with EPB approval.
- **7.19.5** All telephone, electric and other utility lines and connections between main utility lines, and any and all structures on the Lot must be located underground.
- **7.19.6** Generally, no more than a combination of three Heating, Ventilating and Air Conditioning ("HVAC") units and Generator unit will be allowed along one elevation. All HVAC/Generator utility areas must be screened in the same manner.

7.19.7 HVAC, Generator and Utility Screen Fencing: Wood lattice boards with a minimum ½ inch slat thickness (1 inch total). Lattice shall be framed with a corresponding matching material.

#### 7.20 Landscape and Hardscape

- 7. 20.1 Artificial flowers are not appropriate landscaping elements, are not in keeping with the ambiance of Kingsmill, and will not be permitted.
- **7.20.2** Excessive or inappropriate hardscape items, i.e. bird feeders, statues, benches, fence panels, etc. will not be allowed. Examples include but are not limited to pink flamingos, gazing balls, twirling flowers, or similar items.
- **7.20.3** Excessive use, in the opinion of the EBP, of wire mesh to protect individual plants will not be allowed.
- **7.20.4** "Major Changes or Additions" (as hereinafter defined) to landscaping require EPB approval and are subject to the Good Neighbor Policy. As used herein, "Major Changes or Additions," means and includes: any changes to the size of an existing flower bed or the installation of additional flower bed(s); any changes to existing structures; the erection of new retaining walls and/or other structural improvements; landscaping to be installed as part of a screening requirement of these EPB Policies and Procedures or a condition of an EPB approval; any changes or alternations which change the character and nature of the flower bed and the type of plantings within such bed (for example, changing a flower bed from azaleas to cactus); and any other changes, alterations, or additions which, in the sole discretion of the EPB change the character of the previously approved landscaping plan for such Lot.
- **7.20.5** Landscape plant materials should be of native varieties. They look best and they will have the best chance of survival.
- **7.20.6** All sprinkler systems must be approved by the EPB and installed as to not create drainage problems for neighboring property or road rights of way. Any damage to sprinkler systems located within the road right of way is the responsibility of the Owner.

#### 7.21 Lighting: Exterior Home Lighting and Landscape Lighting

- 7.21.1 All exterior lighting plans must be approved by the EPB.
- **7.21.2** Generally, exterior lights must have concealed sources, be of low wattage and not shine on neighboring property.

#### 7.22 Mailboxes

- **7.22.1** Only the standard EPB approved mailbox/post will be allowed. EPB office has mallbox specifications.
- 7.22.2 Must be maintained with no rust, dents, mildew, etc.

- **7.22.3** Any landscaping around the mailbox post must not hinder drainage or obstruct the house number.
- 7.22.4 Located within 8 feet of the driveway apron.
- **7.22.5** Only standard brown post, white routed numbers, and black EPB approved mailbox units may be installed.
- 7.22.6 Attachments to mailboxes such as flagpoles require EPB approval.
- **7.22.7** The standard EPB-approved mailbox is required for each single family home. Its location is subject to EPB approval.
- **7.22.8** Only one newspaper box is permitted, and, if installed, it shall be at the same level or below the mailbox. Specification for mounting are available from the KCSA office.

#### 7.23 Miscellaneous Items

- **7.23.1** The following structures and objects may be erected and maintained in a single-family residential Lot only if they are, in the opinion of the EPB, architecturally compatible or adequately screened and approved; (see also Section 7.7 Dependencies)
  - (a) Dog runs and houses for pets. Dog runs will be closely scrutinized relative to appearance and screening.
  - (b) Storage of equipment and materials
  - (c) Detached outbuildings
  - (d) Clothes lines
  - (e) Exterior air conditioning equipment, or other mechanical equipment
  - (f) Carports
  - (g) Barbecue sets/grills
  - (h) Sand boxes
  - (i) Playhouses or other recreational equipment
  - (j) Trash containers, and any other structures,
  - (k) Utilitarian equipment
  - (I) Objects determined by the EPB to be unsightly in nature and appearance.

#### 7.24 Play-Gym Sets

- 7.24.1 Structural members are to be natural timber.
- **7.24.2** Slides, canopies, attachments, etc. are to be a solid color brown, tan, or dark green. No bright colors.
- **7.24.3** Play-gym is to be placed behind the rear building line and located in an area that can be properly screened, such as centered between the two rear corners of the house. Depending on Lot slope EPB may approve another location.
- 7.24.4 Play-gym should not be visible from the road and screening may be required.

#### 7.25 Retaining Walls

Retaining walls are both expensive and often difficult to construct - thus other alternatives are usually preferable.

- **7.25.1** Retaining walls will be permitted if they are well designed and constructed properly of approved materials, with an elevation exposure not to exceed 6 feet.
- **7.25.2** Approvable materials for constructing retaining walls include but are not limited to stone, brink, pressure treated lumber and cement block designed for the construction of retaining walls.
- 7.25.3 Cinder block or poured concrete without brick or stone façade are not acceptable.

#### 7.26 Roofing

- **7.26.1** All plumbing vents, fan exhausts and other necessary roof equipment should be on the rear slope of the roof or otherwise screened from view from the street. All vents, exhausts, and other necessary roof equipment must be painted a color to match the roofing materials with a flat non-reflecting paint, generally, black or brown.
- **7.26.2** Flat rubber membrane roofs must be designed in such a manner and at such an elevation that the roof surface will not be visible from the street.
- **7.26.3** Standing seam tin or other metal roofs shall be painted and detailed as approved by the EPB. Copper roofs will be permitted on a case-by-case basis, however, they must be treated so as to make them non-reflective.
- **7.26.4** Roofing materials exposed to view or on slopes shall be of a permanent quality, such as wood shingles or shakes, slate, cement-asbestos, asphalt shingles of approved color and grade, or other suitable roof material.
- **7.26.5** Chimneys must be appropriate in size, scale, material and design to the style of roof and architecture. If exterior to the house they must be built to the ground.

- **7.26.6** Direct vented fireplaces through the wall shall be reviewed on an individual basis. Generally, they may not be readily viewed from the street, and if a corner Lot the secondary street.
- 7.26.7 Mixing of different styles and colors of shingles is prohibited.
- **7.26.8** If any portion of roof requires repair/replacement, the same style, quality and color of shingles must be used. If shingles are no longer manufactured or new shingles will not match in color, it may be necessary to replace the entire roof.

#### 7.27 Satellite Dishes

- **7.27.1** Only dishes with diameters one meter or less will be allowed. While a formal application is not required, KCSA asks all Owners to fill out a Satellite Notification form available at the KCSA office.
- 7.27.2 The preferred location is ground mounted in the rear yard (see item a. below). However, the EPB will consider other locations in the order listed below. If an acceptable quality signal cannot be attained from the rear yard, work your way down the list. If other than item a. is selected, the EPB will require reasons and signal strength for the previous locations (i.e., if item d. is selected, reasons for not selecting items a., b., and c.). In an attempt to maintain the high aesthetics of Kingsmill we request that all locations be screened from view as much as possible using suggestions in items 7.27.3 through 7.27.6.
  - (a) Ground mounted -rear yard/deck
  - (b) Ground mounted side yard/deck
  - (c) Roof/chimney mounted rear
  - (d) Roof/chimney mounted side
  - (e) Behind a window or skylight
  - (f) Ground mounted along front foundation
  - (g) Other locations on a case-by-case basis
- **7.27.3** Using vegetation/plantings dishes shall be screened from view as much as possible from any street and golf course. Dish total height (including mounting) should not exceed 51 inches.
- **7.27.4** They may be mounted in the home interior in a window, dormer, or skylight location if the satellite dish is not visible from any exterior location.

- **7.27.5** Screening of dishes can be provided in a form compatible with the existing home architecture. Landscaping in conjunction with other screening materials (lattice, picket fence, HVAC enclosure, walls, railings, etc.) is a consideration.
- **7.27.6** Dishes should be painted an appropriate neutral color (flat paint) that will blend in with the natural surroundings.

#### 7.28 Siding and Trim Materials

- **7.28.1** Wood, composite wood materials such as Hardi-board, stucco, stone and brick are approvable for use as siding materials. Cellular PVC and solid PVC materials can be used on trim and accent areas. Plywood siding is not acceptable.
- **7.28.2** Hardi-board, or similar materials, may be approved for entire elevations of a surface. Individual EPB approval is required. Hardi-board may not be applied to repair a single board or group of boards.

#### 7.29 Signs and Plaques

- **7.29.1** No signs or plaques of any kind shall be erected or displayed to the public view on or from any property, including the golf course, or the Common Areas with the exception of signs used by the Association for Association purposes.
- **7.29.2** During new home construction one builder sign which identifies the builder and James City County building permit. Specific sign specifications may be obtained through the EPB Office.
- **7.29.3** One "For Sale" or "For Rent" sign is allowed. Specific sign specifications may be obtained through the EPB Office. Sold signs, under contract, etc., are not allowed.
- **7.29.4** In the single family subdivisions, the mailbox post displays the address number. Cornerstone inlaid house address numbers may be approved by the EPB. Other types of address numbers may be approved by the EPB but must be attached to the structure around the front door. Only one set of house numbers attached to the structure will be allowed.
- **7.29.5** A decorative hospitality sign or plaque (not exceeding 256 square inches) may be attached in the immediate vicinity of the front entrance door way. This sign should be of neutral color and tasteful in content.

#### 7.30 Skylights

- **7.30.1** Skylights generally will not be allowed on front facing roofs if the house is traditional in style or if the eve falls within 40 feet of the property line.
- **7.30.2** Side facing roofs when seen straight-on due to curving street or corner Lot shall be treated as front facing roofs.

- **7.30.3** Exceptions may be made where mitigating factors are present; i.e. trees obscuring skylights or significant distance from road.
- **7.30.4** In cases where skylights are found to be warranted on front facing roofs of any house, every effort should be made to make them an acceptable architectural element of the house. They shall be centered on other roof or architectural feature or in relationship to other fenestration.
- 7.30.5 When approved, skylights must not contain reflective glass.

#### 7.31 Sun Tubes

- 7.31.1 Sun Tubes will not be allowed on front-facing roofs.
- **7.31.2** Side facing roofs, when seen straight-on due to curving street or corner Lot, shall be treated as front facing roofs.
- **7.31.3** Generally, no more than two sun tubes shall be allowed per house. Placement should be as inconspicuous as possible.
- 7.31.4 Sun tube domes shall be of low profile design.
- **7.31.5** Sun tubes may be prohibited on homes in which the architectural style is incompatible.
- **7.31.6** Exceptions may be made where mitigating factors are present; i.e., trees obscuring sun tubes or significant distance from the road.

#### 7.32 Solar Technology

- **7.32.1** Exterior solar technology will only be permitted on the rear or non-street facing roof elevations.
- **7.32.2** Solar panels should match the color of the roof and be as close to the roof line as structurally possible. As solar technology proliferates, solar panels should match the roof in color and texture, and be completely aligned with roof line.
- **7.32.3** Solar panel shingles should match the color and texture of the roof, and be integrated into the roof scheme. Solar panel shingles should only be applied to the rear or non street facing roof elevations.
- 7.32.4 Reflective solar paint is not recommended for homes in Kingsmill.
- **7.32.5** The EPB may limit amount of roofed area in which solar panel technology may be installed based upon overall visual impact.
- 7.32.6 Solar panel installation must adhere to the "Good Neighbor Policy."

**7.32.7** Solar panels may not be installed in locations other than on the home roof structure.

#### 7.33 Swimming Pools

- **7.33.1** Swimming pools should be of moderate size and must be sited with minimal disruption of natural grades.
- **7.33.2** Only screened in-ground pools are allowed and must have fencing compliant with the James City County Code.
- **7.33.3** Smooth or broomed concrete is not allowed, except for swimming pool decks or stoop deck provided it is inlaid surrounded by brick and cannot be seen from the street.

#### 7.34 Tree Removal

- **7.34.1** No trees in excess of 6 inches in diameter measured at 2 feet above ground may be cut without approval of the EPB and possibly James City County Environmental Division. Tree removal will be reviewed on a case-by-case basis.
- **7.343.2** Generally tree removal may be limited on slopes greater than 20%. This restriction is designed to prevent erosion and preserve substantial trees, not to prevent selective clearings or to cause undue hardship.
- **7.34.3** Tree removal is prohibited within golf course LPZs unless the tree is certified to be diseased or dying. Tree removal in LPZs and RPAs is heavily restricted and approved on a very limited basis.
- 7.34.4 Tree stumps must be removed or cut/ground below grade.
- **7.34.5** All wood must be removed from the property or cut to firewood length if the house has a wood burning fireplace. See section 7.13 Firewood.

#### 7.35 Tree and Debris Removal: Storm Related

Tree "debris" is defined as and includes: root balls, stumps, trunks and limbs.

- 7.35.1 All debris on slopes of less than 20 percent must conform to the following guidelines:
  - (a) Any storm debris must be removed off property or retained for firewood
  - (b) Debris log piles may not be left on the Lot. They are to be removed or sawn into lengths not to exceed two feet, split and neatly stacked behind the house and, only then, if the home has a wood-burning fireplace (see Section 11 of the Rules.)
  - (c) Root ball/stump must be removed and hole filled in or up-righted in existing hole and cut to grade or ground down to grade

(d) Disturbed area must be seeded and/or restored to original status

### 7.35.2 All debris on slopes of greater than 20 percent must conform to the following guidelines

All trees and root balls on stumps 16 inches in diameter or smaller measured 2 feet from the base of the tree:

- (a) All debris must be removed off property or retained for firewood.
- (b) Debris log piles may not be left on the Lot. They are to be removed or sawn into lengths not to exceed two feet, split and neatly stacked behind the house and only if the home has a wood burning fireplace (see Section 11 of the Rules.)
- (c) Root ball/stump must be removed and hole filled or up-righted in existing hole and cut to grade.
- (d) Disturbed area must be seeded and/or restored to original status.

Trees and root balls on stumps greater than 16 inches in diameter measured 2 feet from the base of the tree:

- (a) All limbs or portions thereof 8 inches and smaller must be removed off property.
- (b) Limbs larger than 8 inches in diameter must be severed from the trunk and placed next to and parallel to the tree trunk.
- (c) Tree trunks must be cut at the base of the tree and root balls covered/concealed with decorative foliage/ivy.

#### 7.35.3 Additional Guidelines

Debris may not be disposed of in ravines, ponds or LPZs.

- (a) Debris, when allowed to remain, must not impede drainage.
- (b) Owners of properties are responsible to follow all applicable James City County Environmental Division requirements. Members of the James City County Environmental Division may be reached at 757-253-6670.
- (c) Exceptions shall be determined at the sole discretion of the Kingsmill Environmental Preservation Board (EPB).

#### 7.36 Windows

- **7.36.1** Artificial applications to windows should not detract from the integrity of good design and should not be colored or reflective.
- **7.36.2** Aluminum and vinyl clad window and sliding glass doorframe trim may be approved if appearance is identical to original window being replaced. Changes in window design with clad frames will be reviewed on a case-by-case basis.
- **7.36.3** Windows should be true to the architectural style of the home. Limit the architectural style of windows to one type when possible. Avoid, for example, using contemporary sliding glass doors with Colonial windows. Sliding doors designed to blend with the colonial windows will be reviewed on an individual basis. In any case, sliding colonial doors must be provided with grilles (divided lights).
- **7.36.4** All curtains, draperies, window shades, window blinds and window hangings shall present a neutral palette when viewed from the outside of the home.
- **7.36.5** Window openings and heights should relate to other design features of the house. Avoid the unplanned look of smaller bathroom or kitchen windows in visual conflict with windows of major scale. Pre-constructed aluminum, vinyl or wood, "box bay greenhouse" windows will not be permitted. Conventional construction of "greenhouse" windows will be reviewed on an individual basis, but in no case permitted on front elevations.
- **7.36.6** Windows approved with grilles/muntins must continue to display with grilles. Grilles removed for repair, painting, window cleaning or any other reason must be reinstalled.
- **7.36.7** Glass block when used in a compatible architectural style, in any structure either new construction or remodeling, shall install only factory assembled glass block windows and panels.
- **7.36.8** Bay windows should be built on foundations. On a case-by-case basis the EPB may allow cantilever bay windows on other elevations except the front.

#### **ARTICLE 8: GENERAL PROTOTYPES**

Information regarding Single Family prototypes may be retrieved at the KCSA office.

Basketball Goals
Bollards
Gutters
Lightning Rods
Mailbox and Mailbox Post
Play Gym Sets
Signage – Builder, For Rent, For Sale
Sun Tubes
Tree Debris Removal

#### ARTICLE 9: PARCEL SPECIFIC INFORMATION

#### 9.1 Landscaping Policy

Any change to landscaping, requires approval by the EPB. These additions require EPB approval. The EPB, and Board of Directors have, in certain instances, approved specific guidelines for individual Parcels.

#### 9.2 Prototypes

Over the years standard exterior modifications called prototypes have been established for multi-family and single-family houses within individual Parcels. These prototypes are available for implementation by any member. However, EPB administrative approval is still required (i.e., fill out the appropriate form and submit to EPB). In addition, when a prototype is requested for a Multi-family Parcel, the EPB is authorized to submit the complete EPB package to the Parcel Advisory Committee for the Parcel Advisory Committee's review and recommendation. Information or specifications on the prototypes can be obtained from the EPB Office. Owners, prior to any construction, should determine that approved Parcel prototypes still conform to all current governing codes.

#### 9.3 Policies and Prototypes

The Supplemental Declarations of Covenants and Restrictions for each Parcel are hereby incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in these Policies and Procedures, Rules and the Governing Documents, the provision(s) set forth in the Governing Documents shall control.

#### Archer's Mead

Bench Policy
Converted Sunroom /Screened Porch
Deck Replacement
Exterior Lighting
Exterior Wood Repairs for Garage Units
Front Entrance Motion Sensor Lighting
Natural Gas
All Window Replacement
Roof Replacement
Storm Door (multi family)
Trash Enclosure Repairs

#### Burwell's Glen

Courtyard Gate Roof Replacement

#### Burwell's Green

Awning Courtyard Entry Gate Decking Mailbox Replacement Sunroom Retrofit
Storm Door, (multi family)
Roof – Elk Prestique II High Definition 50 year Weatherwood only

#### **Burwell's Landing**

Piers/Dock

Specific Landscaping guidelines in Declaration

#### Harrop's Glenn

Deck Color

Exterior Paint Stain

Exterior Wood Repairs

**Gutters and Downspouts** 

Mailbox Replacement

Roof - Timberline 40yr. Shadow Accent

Storm Door

Skylight

#### Littletown Quarter

Addition

Exterior Paint Stain

Fascia and Trim Board Replacement

Natural Gas Addendum

Roof Replacement

Storm Door (multi family)

Trellis Replacement

Trash Enclosure

#### Moody's Run

"C" Unit Window Addition

Courtyard Entry Gate

**Exterior Paint Stain** 

Garage Door Replacement

**Gutters and Downspouts** 

Interior Courtyard Siding Replacement

Motion Sensor Lights

Roof Replacement

Sunroom Retrofit

Street Lights

Storm Door (multi family)

Trim Replacement

#### **Quarterpath Trace**

Crawl Space Cover--Only Plexiglass

Exterior Lighting -- Only colonial lanterns

Foundation Vent Covers

Gas Piping for Gas Logs

Lighting

Motion Detector

Natural Gas Line Installation

Rear/Side Screen Doors

Roof Replacement

Storm Door / Louver Screen Door

#### River's Edge

Awning

Deck Gate

Dormer over Garage

**Driveway Sealers** 

Exterior Paint Stain

**Gutters and Downspouts** 

Lightning Protection - General Prototype

Storm Door

Roof Replacement

#### Wareham's Point

**Awning** 

Chimney Caps

Courtyard Entry Gate (4 types)

**Exterior Paint Stain** 

Front Entry Windows Addition

Gable Vent Replacement "D" Unit

Grinder Pump and Screening

**Gutters and Downspouts** 

Hot Tub

Landscape

Rear Deck Gate

Roof Replacement

Skylight ("D" Unit only)

Sliding Doors and Windows Replacement

Storm Door, (multi-family)

Street Lighting

Sunroom Retrofit / Screen Porch Enclosure

Tree Replacement

#### Winster Fax

**Awning** 

Deck Material

Garage Door Replacement

Garbage/ Storage Door Replacement

Exterior Lighting - Decorative & Floodlight

**Exterior Paint Stain** 

Hot Tub

Landscape

Natural Gas Addendum

Roof Replacement

Siding and Trim Replacement

Sliding Doors and Windows Replacement Storm Door (2 options) Utility Screening

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