

**COLONIAL HERITAGE
HOMEOWNERS ASSOCIATION, INC.
d/b/a
THE COLONIAL HERITAGE CLUB**

**HOMEOWNER'S
MANUAL**

**CHAPTER FOUR
RULES AND REGULATIONS**

INTRODUCTION

1. **Authority.** Section 6.18 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Colonial Heritage (the "Declaration") provides that the Board of Directors (the "Board") of Colonial Heritage Homeowners Association, Inc. (the "Association") may adopt general rules, including, but not limited to rules regulating potential problems relating to the use of Property, as defined in Article I of the Declaration, and the well-being of Members, and that such rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Property, except where expressly provided otherwise in such rule. By resolution effective August 17, 2004, the Board adopted the following rules governing the Property which rules are set forth below (the "Rules").

2. **Governing Documents.** The Rules should be considered along with the Declaration, the Supplemental Declaration, the Articles of Incorporation of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), the Design Review Guidelines adopted by the Covenants Committee of the Association from time to time, and the Membership Plan (which includes a separate set of Rules and Regulations). The foregoing documents are collectively referred to as the "Governing Documents". If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.

3. **Design Guidelines.** Section 5.03 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Colonial Heritage (the "Declaration") provides that no Structure (as defined in Article I of the Declaration) shall be commenced, erected, placed, moved onto or permitted on any Lot or Parcel, nor shall any Structure upon any Lot or Parcel be removed or altered in any way which materially changes the exterior appearance of the Structure, including change of exterior color, until plans and specifications therefore have been submitted to the Architectural Review and Covenants Committee ("Covenants Committee"). Section 5.01 of the Declaration establishes the Covenants Committee for the purpose of reviewing, and, as appropriate, approving or disapproving all Plans (as outlined in Section 5.02 of the Declaration) submitted by Owners in accordance with Article V of the Declaration. Pursuant to Section 5.06 of the Declaration, the Board of Directors must adopt design guidelines for the Property in accordance with the Proffers, and the Covenants Committee may adopt Rules and Regulations to be used in considering whether to approve or disapprove plans and specifications. Accordingly, by resolution effective August 17, 2004, the Board of Directors adopted guidelines ("Design Guidelines"), set forth in Chapter Three of this Homeowner's Manual. The Rules and Regulations set forth in Chapter Four are closely related to the Design Guidelines, and in many instances specific reference is made to the Design Guidelines for additional requirements and guidance.

4. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

◆ **RULES AND REGULATIONS**

◆
I. RESTRICTIONS ON THE PARKING AND STORAGE OF VEHICLES

A. GENERAL

1. The types of vehicles listed in subsections (a) through (i) below may not be parked or stored in open view on residential Lots, Common Area parking spaces, Common Area open space or streets within the boundaries of the Community, except in such areas, if any, designated for such purpose by the Board of Directors.

Any such vehicle may be stored in a garage out of open view. Such vehicles may also be temporarily parked in a private driveway for a period not to exceed forty-eight (48) hours. Any such vehicle owned by guests of residents may be parked in open view for a temporary period not to exceed five days without prior approval from the Board of Directors.

- (a) Any boat or boat trailer;
- (b) Any motor home or self-contained camper;
- (c) Any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck;
- (d) Any mobile home, trailer or fifth wheel vehicle;
- (e) Any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance;
- (f) Any other vehicle not defined above which is not normally or regularly used for daily, transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Virginia;
- (g) Any vehicle defined as a commercial vehicle by the Virginia state law.
- (h) Any vehicle with commercial signs, advertising or visible commercial equipment, including passenger cars, vans and trucks normally used for private purpose but painted with or carrying commercial advertising, logos or business names or carrying visible commercial equipment.

- (i) Private or public school or church buses.
 - (j) Any vehicle exceeding eighteen (18) feet in length and/or eight (8) feet in a width or which is more than three (3) tons gross weight, irrespective of whether or not such vehicle would otherwise be permitted in accordance with other terms of this Rule.
2. Junk or derelict vehicles may not be parked or stored in open view on residential Lots, Common Area parking spaces, streets or on Common Area open space within the boundaries of the Community.
 - (a) A vehicle shall be deemed to be a derelict vehicle if it is missing any necessary parts, such as, but not limited to, tires, wheels, engine, etc., that are necessary for operation of the vehicle on public streets. A vehicle shall also be classified as a derelict vehicle if it does not have a current state inspection sticker or current license.
 3. The performance of major repairs to vehicles, including painting and the drainage of automobile fluids, is not permitted on any Lot or on Common Areas within the Community.
 4. Vehicles may not be parked or stored unattended in a hazardous condition including, but not limited to, vehicles on jacks or blocks.
 5. Vehicles maintained on the Property shall be registered with the Association in accordance with procedures established by the Board of Directors.
 6. Persons driving vehicles on the Property must obey any posted speed limits. In the absence of speed limit signs the maximum permitted speed on primary streets (those without residential development) is twenty-five (25) miles per hour. The maximum permitted speed on residential streets is fifteen (15) miles per hour.
 7. Transponders or similar devices to permit vehicular access through the entrance gate to the Community shall be issued for each vehicle which is registered with the Association and maintained on the property. Lost or stolen transponders may be purchased from the Association for a fee determined by the Board of Directors.

B. COMMON AREA PARKING SPACES AND PARKING ON PRIVATE STREETS

1. Owners and their guests are entitled to use Common Area parking spaces on a first-come, first-served basis, except that the Board of Directors

reserves the right to assign parking spaces for guests and visitors at the Board's discretion.

2. Vehicles must be parked so as not to obstruct other parking spaces, sidewalks or ingress and egress areas.
3. No vehicles other than those clearly indicated as operated by or for a handicapped person shall be parked in spaces reserved for handicapped parking.
4. Vehicles may be parked only in designated parking spaces. All vehicles must comply with "No Parking" areas as posted or designated.
5. Vehicles owned by Lot Owners and residents should be parked in garages or driveways. Parking on the private streets in the Community should be restricted to guests and visitors.

C. ASSOCIATION NOT RESPONSIBLE

Nothing in this Rule shall be construed to hold the Association or the Board of Directors responsible for damage to vehicles or the loss of property from vehicles parked on the Common Areas.

D. ENFORCEMENT

1. The Managing Agent shall have the authority to issue a warning notice to vehicles which are in violation of this parking policy. The notice shall be placed on the vehicle and a carbon copy retained by the Managing Agent.
2. Vehicles which are in violation of this Rule are subject to being towed at the Owner's risk and expense, seventy-two (72) hours from the date of tagging, except that any vehicle previously posted for violation of any of these regulations shall be subject to towing without notice for a repetition of said violation.
3. In lieu of, or in addition to, towing vehicles which are in violation of this Rule, the Board of Directors may impose penalties in accordance with the provisions of Section IV.

II. GENERAL PET GUIDELINES

A. PET CATEGORIES. Pets shall be categorized as follows:

1. Ordinary House Pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, mice, and creatures normally maintained in a terrarium or aquarium. All Ordinary House Pets are permitted, subject to the guidelines in this Rule.
2. Unusual House Pets shall include, without limitation, those animals not generally maintained as pets including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures other than those listed in Subsection 1 above, or maintained in a terrarium or aquarium. Unusual House Pets are prohibited.

B. REQUIREMENTS AND RESTRICTIONS

1. Pet Owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Areas, including the private streets in the Community.
2. Pets shall not be permitted upon the Common Areas unless they are carried or leashed.
3. No pet may be leashed to any stationary object on the Common Areas and left unattended.
4. Pet Owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.
5. Commercial breeding of pets is prohibited.
6. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
7. Every female dog, while in heat, shall be kept confined in the dwelling by its Owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

C. NUISANCES. The following shall be grounds for complaint and finding of a community nuisance:

1. Pets running at large;

2. Pets damaging; soiling, defecating on or defiling any private property (other than that of such pet's Owner) or the Common Areas;
3. Pets causing unsanitary, dangerous, or offensive conditions;
4. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the Property.
5. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way;
6. Failing to confine any female animal in heat to prevent the attraction of other animals;
7. Using a vehicle as a kennel or cage.

D. PROCEDURES FOR SOLVING PET PROBLEMS. Any Owner concerned with a pet-related problem should do the following:

1. Attempt to arrive at a solution to the problem with the pet Owner in a courteous and helpful manner.
2. If personal attempts at a solution fail, then a written complaint should be filed with the Managing Agent. The complaint should document this problem as thoroughly as possible. Documentation should include identification of pet(s) involved, a complete description of the problem or disturbance, and dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.
3. The Managing Agent will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the Managing Agent will refer the matter to the Board of Directors which may convene a hearing in accordance with the procedures set forth in these Rules and Regulations.
4. Suspected stray pets should be reported to the appropriate James City County official (for possible identification) prior to contacting the Association.
5. All bites, attacks by pets, or diseased animals should be reported to the appropriate officials prior to notifying the Managing Agent.
6. Penalties for violation of applicable County ordinances may be enforced by the County without regard to any remedies pursued by the Association.

7. In the event of emergency only, the parties involved may take any actions deemed prudent to resolve the emergency without regard to the above procedures. A written report should be made to the Managing Agent.

III. USE OF LOTS AND DWELLING UNITS

A. USE OF LOTS

1. All Dwelling Units are to be used for residential purposes only. Home professional offices may be maintained only in accordance with the provisions of the Declaration, any requirements of applicable State or County law and any Rules and Regulations enacted by the Board of Directors with respect to the use of Lots for home professions. Use of a dwelling for a home office must be approved in advance by the Board of Directors.
2. No Lots or Dwelling Units shall be further subdivided, conveyed, transferred, or separated into smaller Lots by any Owner.
3. As stated in Section 6.06 of the Declaration, all trash receptacles shall be removed from the streets, walkways, or exterior portions of the Lots following pickup on the day of the scheduled trash removal. Trash receptacles may be put out for pick-up no earlier than the evening before the day of the scheduled removal. Trash must be placed in metal or plastic containers with tight fitting lids or in such receptacles as provided by the trash disposal company.
4. Trash, leaves, and other articles may not be burned on the Lots or Common Areas.
5. Accumulation or storage of building materials, litter, refuse, bulk materials, or trash of any kind may not be placed upon any Lot. Owners who are doing alterations or work to their property approved by the Covenants Committee may store a limited amount of materials in the rear portion of their Lot, providing that these materials remain on the Lot only for the duration of the approved construction period.

B. TRANSFERS AND LEASES. Owners may transfer or lease their homes subject to the following requirements:

1. No Dwelling Unit shall be rented for any period of less than twelve (12) months as stated in Section 6.12 of the Declaration.
2. Owners may use any lease form as long as the lease shall provide the right of the lessee to use and occupy the Lot and Dwelling Unit subject and subordinate in all respects to the provisions of the Governing Documents and such lease otherwise complies with Section 6.12 of the Declaration.
3. An Owner who leases his Lot or Dwelling Unit shall, promptly following the execution of any lease, forward a conformed copy thereof to the

Management Agent or Board of Directors at least ten (10) days prior to occupancy by the Lessee. The Management Agent or Board of Directors must be notified of any continuation, extension, renewal or termination of the lease at least fifteen (15) days prior thereto.

4. Any sale or lease of any Lot and Dwelling Unit must conform fully to applicable local laws and ordinances.

C. USE OF COMMON AREAS

1. The Common Areas shall be used only for the purposes intended. Storage of anything is prohibited on the Common Areas. Pedestrian and vehicular ways shall not be obstructed.
2. No motorized vehicles shall be operated on any of the Common Area open spaces except for those vehicles used by the Association for maintenance purposes.
3. Owners shall not place litter or debris on any Common Areas.

IV. IN-HOME BUSINESS USE AND APPLICATION

A. GENERAL

1. The Covenants Committee will review all in-home business applications on a case by case basis.
2. All in-home businesses approved by the Committee are subject to periodic review for compliance with the policies contained herein and any stipulations imposed by the Committee.
3. Non-compliance with this policy or Committee imposed stipulations, deviation from the approved in-home business application, or validated complaints may result in immediate revocation of the Committee's approval to operate the in-home business.
4. The rights of Members to use and enjoy their property for typical residential activities should not be infringed upon by the operation of in-home businesses. To ensure these rights, a residence housing an in-home business must, at a minimum, not be distinguishable from other homes of same design that are used only for residential use.
5. The specific points developed herein are not intended to cover all conceivable in-home businesses. Recognizing this, property owners should not assume that their particular in-home business will automatically be approved because they feel it conforms to this policy.
6. In-home businesses shall be conducted in compliance with all current and future County, State, and other lawful regulations. All applicable permits must be obtained by the in-home business applicants prior to conducting any business transactions.
7. All in-home businesses in operation without Committee approval are in violation until such approval is granted through these procedures.
8. These policies have been adopted in consideration of the following major areas of concern: (1) residential character of Colonial Heritage; (2) traffic volume and type; (3) parking related issues; (4) pedestrian safety; (5) "customer" traffic; (6) vehicles used in conjunction with the in-home business; (7) signage; (8) noise; (9) business hours; (10) employees, type and number; (11) impact on Association services; and (12) environmental pollution and safety.
9. Colonial Heritage Homeowner Association Covenants and Restrictions and this policy are not intended to, nor do they, abrogate the authority of any legally binding law, ordinance, rule or regulation.

B. CONSIDERATIONS.

1. Typically acceptable in-home businesses include the following:
 - a. Professional offices.
 - b. Business or trade offices for mail order items such as Avon or May Kay, where samples may be maintained but stock for distribution and sales to customers on the premises may not be stored.
 - c. Photography, arts and crafts activities.
 - d. Seamstress and tailoring activities.
 - e. Clerical, secretarial activities.
 - f. Tutoring.
 - g. Other businesses as approved by the Committee.
2. Typically unacceptable in-home businesses included the following:
 - a. Repair or sale of motor vehicles, trailers, boats or related equipment.
 - b. Sale of goods, within the operator's dwelling, from stock available on the premises.
 - c. Operations which require the outside display of goods, or outside storage of equipment and materials.
 - d. Operations which require large numbers of vehicles, or generate increased traffic or parking problems.

C. TRAFFIC CONSIDERATION

1. Activity conducted at the residence shall not generate traffic inconsistent with that of a typical single family dwelling and must be limited to automobiles, small vans, or small delivery trucks.
2. Parking for these vehicles is limited to driveway, garage, or assigned parking spaces. Visitor or non-reserved spaces shall be used for parking.
3. Vehicles with commercial lettering or signage associated with the operation will not be permitted.

D. ENVIRONMENTAL AND SAFETY CONSIDERATIONS

1. Owners/operators shall discharge into the sewer system only those wastes that are permitted by the County Sanitation Authority.
2. The in-home business shall not produce excess or untypical trash to be set out for collection by the Association's trash collection contractor or any operators trash collection contractor. No noxious or offensive fumes may be produced as a result of the in-home business.
3. Owners/operators shall not store or use flammable, explosive or toxic materials other than those identical to typical family residences.
4. In-home businesses shall not attract customers in numbers that would make the dwelling discernible from other residences.
5. No business signs shall be visible from the outside of the residence.
6. The activity shall not generate noise in excess of that normally associated with a single family residence.
7. There shall be no observable activity connected with the operation of an in-home business between the hours of 9:00 p.m. and 8:00 a.m.

E. ADMINISTRATIVE PROCEDURES

1. Any use of residential property for an in-home business shall require an application from the Lot Owner as well as written approval from the Covenants Committee and shall include:
 - a. A full description of the intended activity with expected number of employees, hours of operation, and materials used in the operation of the business.
 - b. A neighborhood impact statement. (Vehicular traffic, parking, deliveries, etc.)
2. Should an application be denied by the Covenants Committee it may be appealed to the Board of Directors upon written request. Notice of all Board or committee decisions will be sent via U. S. Mail within ten (10) days of the date an application was ruled upon. Upon receipt of notification of approval it is the responsibility of the applicant to secure all necessary permits/licenses with the County or State Authorities.

Date Received _____

THE COLONIAL HERITAGE CLUB

APPLICATION FOR HOME BUSINESS/OCCUPATION

In accordance with The Colonial Heritage Club Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, referred to in the deed covering the property described below, I/we hereby apply for specific written approval of The Colonial Heritage Club to conduct a home business or home occupation in or on a part of a Lot or an improvement upon the Property as described herein.

(Please print or type)

NAME		
ADDRESS		
PHONE NO.	LOT NO.	SECTION NO.

PURPOSE AND DESCRIPTION OF HOME BUSINESS OR HOME OCCUPATION

Will truck or other vehicle be used? <input type="checkbox"/> Yes <input type="checkbox"/> NO; if so, how many? _____

TYPE OF DWELLING (Example: Single Family Residence; Townhouse; Apartment)

Will business phone number be listed in the telephone directory or other commercial directory? <input type="checkbox"/> Yes <input type="checkbox"/> No

Are related materials to be stored on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No; if Yes, please explain:

DESCRIBE NATURE OF PARKING REQUIREMENTS TO CONDUCT THE HOME BUSINESS OR HOME OCCUPATION AND HOW PARKING REQUIREMENT WILL BE MET

NATURE AND FREQUENCY OF DELIVERIES REQUIRED

Is there a requirement for a special use permit? <input type="checkbox"/> Yes <input type="checkbox"/> No

Number of employees _____ (In-home residents) _____ (Outside of household)
--

The maximum number of clients at any one time _____

What will the hours of operation be?

Date requested for beginning of home business or home occupation:

- Note:
1. Nothing herein contained shall be construed as a waiver or modification of any of the restrictive covenants nor any of the provisions of State or James City County ordinances or regulations.
 2. A separate application must be made for each home business or home occupation.
 3. I understand and agree that the home business or home occupation may not be conducted until specific written approval of The Colonial Heritage Club is given.
 4. Approval is not transferable.
 5. I have read and agree to abide by the Home Business/Occupations Policy guidelines, and I further understand that deviation from the guidelines or falsification of information submitted by me on the request form may result in revocation of permission to operate a business in Colonial Heritage.

Owner's Signature: _____ Date: _____

Acknowledgement of Adjacent Property Owners
(Signatures are requested)

This acknowledgement indicates an awareness of the intent and does not constitute nor indicate approval or disapproval. Contact The Colonial Heritage Club office within seven (7) days if you wish to comment on the application.

NAME		
ADDRESS		
LOT #	SECTION #	DATE

NAME		
ADDRESS		
LOT #	SECTION #	DATE

NAME		
ADDRESS		
LOT #	SECTION #	DATE

NAME		
ADDRESS		
LOT #	SECTION #	DATE

FOR OFFICE USE ONLY

ACTION
REMARKS

DATE:

SIGNATURE:

Chairman, Covenants Committee

V. TREE FELLING and REMOVAL RULES AND REGULATIONS

The following are the procedures and policies regarding the felling or removal of trees within the Common Areas of the Colonial Heritage community, and the circumstances when the Association is agreeable to an expenditure for the felling or removal of trees within Common Areas.

- Tree felling at The Colonial Heritage Club expense:
 - Tree within Colonial Heritage Common Area that can pose a danger to property or residents.
 - Tree within Colonial Heritage Common Area that is unsightly to the entire community as a whole.
- Tree removal at The Colonial Heritage Club expense:
 - Felled tree or major portion thereof is on Common Area; and
 - Felled tree is unsightly to the entire community as a whole.

In all other instances, the cost of tree removal from Common Areas is at resident's expense. Prior approval of the Facilities Committee must be obtained. All questions and requests for approval should be submitted in writing to the Owners Association site office.

VI. WOODSHOP RULES and REGULATIONS

A. TO JOIN THE CLUB

Fill out the Disclaimer Agreement which limits liability. The Agreement contains a list of the power tools in the Shop. Initial beside the name of any tool with which you have had experience and feel that you know how to operate safely. By initialing, you agree to use only those tools while in the Shop. There is also a space to initial "Hand Tools Only" if you agree to use only hand tools while in the shop. The blank Agreement form is available from United Property Associates.

B. TO USE THE SHOP

The shop is kept locked at all times when not in actual use. A list of those who have completed the Disclaimer Agreement is kept in the Clubhouse Office. If you wish to use the Shop and your name is on the list, you will be asked to SIGN IN at the Office. If you are the first person to sign in that day, you will be given the key to the Shop. When leaving the Shop you must lock all doors, return the key to the office, and SIGN OUT. If other Members remain in the Shop when you leave, you must give the key to another Member present and that person becomes responsible to lock the Shop and return the key to the Office. You should then go to the office and give the name of the person who now holds the key.

C. ENTERING THE SHOP

First read and abide by the Safety Rules posted near the Shop entrance. Check to see if a problem or warning sign is attached to a machine that you intend to use. Before starting an operational machine, read and follow the Safe Use instructions for that machine posted on the nearby wall.

D. LEAVING THE SHOP

The Shop and the machines must be left completely clean even though a previous user may not have completed the cleaning task.

Read and follow the CLEAN UP INSTRUCTIONS posted on the wall of the Shop.

Report equipment defects and equipment not in proper working condition to the Office when you check out.

E. TEMPORARY STORAGE OF PROJECTS IN PROGRESS

Small projects may be assembled and glued, in the designated area or room (not the craft room), and be left until the glue is set and the project can be safely

moved. Any stored project must be marked with your name and current date. Due to limited space, large projects must be taken home and assembled there. Painting or finishing is not permitted in the Shop.

F. NO RESALE OF PROJECTS

The club has been established to provide woodworking hobbyists with an enjoyable environment in which to work on their projects and improve their woodworking skills. Professional or other production work will not be allowed.

G. SUPPLIES AND EQUIPMENT

The Shop provides stationary and portable power tools, a variety of commonly used hand tools, and clean up equipment.

Members must supply the wood, adhesives (except yellow wood glue), glue brushes, hardware (including nail and screws), dowels, sandpaper, steel wool, and any other materials needed for their project.

TOOLS MAY NOT BE BORROWED FROM THE SHOP

VII WATER CONSERVATION REGULATIONS

These water conservation regulations are adopted by U.S. Home Corporation, a Delaware corporation for the Colonial Heritage development, after approval by the James City Service Authority ("JCSA") under the requirements of Section 2 Paragraph 7 of the Proffers for Colonial Heritage at Williamsburg dated November 7, 2001, of record in the Office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City as Instrument Number 010022082, as such Proffers may be amended from time to time. Use of any lot within the Colonial Heritage at Williamsburg development for residential purposes shall be at all times subject to the following rules, as they may be amended from time to time.

A. IRRIGATION SYSTEMS:

- (a) No irrigation wells for residential lots shall be allowed.
- (b) Automatic overhead irrigation systems shall be allowed for turf only. Only pressure regulated heads with rain sensors shall be permitted for turf irrigation.
- (c) Underground automatic drip irrigation systems shall be permitted for both landscaped beds and turf.
- (d) An odd/even watering schedule shall be applicable within Colonial Heritage, allowing individual homeowners to irrigate on alternate days (odd address numbers may irrigate on Wednesday, Friday and Sunday (WFSu), and even address numbers may irrigate on Tuesday, Thursday, and Saturday (TThSa).
- (e) No irrigation wells shall be permitted for Common Areas or recreation areas. Irrigation systems for Common Areas shall be permitted, provided that such irrigation shall be with stormwater/surface water runoff only.
- (f) No irrigation system shall be installed or utilized if such system has the capacity to draw or distribute in excess of 6.5 gallons per minute. In addition, all in-ground irrigation systems shall be limited to irrigation of one zone at any time.
- (g) Turf areas irrigated by automatic irrigation systems shall be subject to the following limitations:
 - (i) the turf area of the Front Yard of any dwelling, and both Side Yards extending from the front property line to the rear Building Line may be irrigated.

- (ii) for corner lots bounded on two or more sides by roadways, turf areas between the dwelling and the roadway frontage on each side of a lot bounded by a road may be irrigated in its entirety, to include all turf between the property line adjoining such roadway and the opposite rear property line. In the case of such corner lots, the Side Yard adjacent any neighboring dwelling shall be irrigated only to the Building Line farthest from any road frontage.
- (iii) for any lot on which turf area is less than or equal to thirty percent (30%) of the total area of the residential lot, the entire turf area within such lot may be irrigated utilizing an automated irrigation system which complies in all other respects with these regulations.
- (iv) the turf areas of model home courts (up to a limit of two (2) such model home courts) may be irrigated without limitation as to those yard or turf areas irrigated, including adjacent park and/or open space. At such time as model homes are sold to residential users, such model homes and model home lots shall be subject to the same regulations specified for residential lots above. Model home court(s) identified to date are identified on the attached Exhibit A; additional model home courts may be designated in the future without JCSA approval.
- (v) the terms "Yard" to include "Front Yard," "Side Yard" and "Rear Yard," and "Building Line" as used herein shall have the meaning ascribed by Section 24-2 of the James City County Code, as written on the date hereof.
- (h) In addition to the provisions of these Rules, residential lot owners shall be subject to and shall adhere to any water conservation ordinances or laws enacted by any governing authority.

B. LANDSCAPING:

- (a) All single-family attached and/or detached dwellings shall be landscaped pursuant to prototypical landscape designs, reviewed and approved herewith by JCSA. The prototype landscape designs are intended to control turf area, mulched and natural areas and planting materials so as to promote water conservation under these regulations. Prototype landscape designs approved as of the date hereof are attached as Exhibit B.

- (b) All builder-installed or developer-installed foundation plantings, whether on single-family Lots, town home Lots or Common Areas, shall be drought tolerant species, or site specific species appropriate to the hydrological, topographic and/or soil conditions of the planting site. Such foundation plantings may be selected from the JCSA approved plant list, but this Rule shall not preclude use of other species generally regarded as drought tolerant.
- (c) Trees in turf areas shall be mulched.

C. WATER CONSERVING FIXTURES AND APPLIANCES:

Builder-installed appliances and fixtures installed in all residences shall be energy efficient, low flow, water conserving fixtures, and appliances which have earned the Energy Star rating from the U.S. Department of Energy.

D. CHANGES AND AMENDMENTS:

- (a) The Colonial Heritage Homeowners Association, Inc. (“Association”) reserves the right to amend or change these Water Conservation Rules from time to time with or without notice; provided however, JCSA must approve in advance any amendment hereto.
- (b) Written notice of any amendment(s) shall be sent to all Members of the Association within thirty (30) days of adoption and approval.

E. ENFORCEMENT:

- (a) Water Conservation Rules of the Association shall be fully enforceable by the Board of Directors as provided for in the Association’s Declaration. The Association shall perform annual inspections to assure compliance with these Rules as amended.
- (b) From time to time JCSA and James City County may adopt generally applicable water conservation rules. The Association shall incorporate those rules and regulations as a part hereof and the rules shall be fully enforceable by the Association as well as the JCSA and the County.

a. VIII. ASSESSMENT COLLECTION POLICY AND PROCEDURE

- A. Pursuant to Article IV of the Declaration, there is hereby levied against any regular or special assessment account or other charges authorized by the Association's Governing Documents (hereinafter collectively referred to as "Assessments") that remains unpaid as of the fifteenth (15th) day of the month, a late charge in the amount of thirty dollars (\$30.00). The Association Manager, acting pursuant to the authority of the Board of Directors ("Board"), is authorized and directed to charge to and collect the late charge from any delinquent Owner. The late charge shall be deemed a part of the assessment due.
- B. First Notice:
1. The Association Manager shall send a written notice (the "First Notice") to any Owner who is more than ten (10) days delinquent of the outstanding Assessments and late fees.
 2. The First Notice shall require payment of the past due Assessments within ten (10) days of the date of the First Notice.
- C. Final Notice:
- a. The Association Manager shall send a final written notice (the "Final Notice") to any Owner whose account remains unpaid within sixty (60) days of the date the Assessments first became due.
 - b. The Final Notice shall state 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 of the Final Notice. The Final Notice shall also state that the Owner will be liable for payment of all attorney's fees, costs and charges applicable to collection of the past due Assessments.
- D. Acceleration of Assessments:
- a. Any account which remains unpaid after ten (10) days from the date of the Final Notice or for seventy (70) days from the date the Assessments originally became due shall be referred immediately to the Association's attorney for collection. The Assessments due for the balance of the Association's budget year shall be accelerated and shall be forwarded to the attorney in the Assessments account balance due to be collected.
5. The Association may suspend an Owner's right to use facilities or services, including any utility services, provided directly through the Association for nonpayment of assessments. The Association shall afford the Owner the right to a due process hearing prior to suspension of such facilities or services.
6. The Association Manager shall refer to the Association's collections attorney any Assessments account associated with an Owner who files or is the subject of a petition

for relief in bankruptcy or a whose lender has commenced any action for foreclosure of its lien against the Lot or Dwelling Unit.

7. In the event the Board of Directors retains an attorney to collect overdue assessments, reasonable attorneys fees and all court costs and related expenses shall be paid by the defaulting Owner.
8. The following policies and procedures shall apply to all accounts referred to the Association's collections attorney ("Attorney"), regardless of the reason for the referral:
 - a. All past due Assessments accounts shall be turned over to the Attorney on a timely basis to preserve the Association's right to file a lien against the Lot pursuant to Section 55-516 of the Code of Virginia, 1950, as amended, which Section requires filing of a lien before the expiration of twelve (12) months from the time the first such assessment became due and payable. The Attorney shall file such lien to preserve the Association's right to collect Assessments upon sale of the Lot.
 - b. All contacts with Owners shall be conducted through the Attorney. The Association's Board Members, Officers and Manager shall not discuss any issue related to the account with the Owner unless the Attorney is present or the Attorney has consented to the contact.
 - c. All sums collected on an account shall be remitted to the Association in care of the Attorney until the account has been brought current.
 - d. The Attorney's minimum legal fee shall be assessed against each Lot and the Owner for any account referred to the Attorney. The amount shall be credited against the fees and costs actually incurred and/or recovered in collection of the Owner's account. All legal fees and costs incurred in the collection of the account shall be assessed against the Lot and the Owner and shall be collected as an Assessment pursuant to Article IV of the Declaration.
 - e. If, at the expiration of the period specified in the Attorney's demand letter, an account remains delinquent and without an accepted payment plan, or in the event of a default under the terms of the payment plan, the Attorney is authorized to take such further action as the Attorney, in consultation with the Board, believes to be in the best interests of the Association, including but not limited to:
 - (1) Filing suit against the Owner for sums due;
 - (2) Filing of liens pursuant to Section 55-516 of the Code of Virginia, 1950, as amended;
 - (3) Garnishment of wages, bank accounts and other sources of payment;
 - (4) Filing of proof in claim in bankruptcy;
 - (5) Instituting a judicial action for foreclosure of the Association's lien filed pursuant to Section 55-516 of the Code of Virginia, 1950, as amended.

IX. ENFORCEMENT PROCEDURES

I. ENFORCEMENT OF GOVERNING DOCUMENTS

- A. Written Complaint. Any Member or resident may initiate the enforcement process by filing a written complaint with the Association's Managing Agent or the Board of Directors.

The complaint must include a concise statement of charges setting forth in clear language the specific act(s) or omissions with which the offending party is to be charged. The complaint should be as specific as possible with respect to times, dates, places and persons involved. All complaints must be signed by the Complainant.

- B. Preliminary Investigation. Upon receipt and consideration of the complaint, the Managing Agent or a Member of the Board may make a preliminary investigation as to the validity of the complaint. If the condition has been corrected, or the complaint is invalid for any reason, the Managing Agent shall respond in writing to the Complainant in writing. If the preliminary investigation indicates the need for further action, the Managing Agent may proceed as appropriate. If it is questionable as to whether a violation exists, the Managing Agent or Member of the Board shall ask the Board to investigate and provide direction.

- C. Notice. If preliminary investigation indicates a complaint is valid and further action is necessary, the Managing Agent shall mail a written notice of violation by certified mail, return receipt requested, to the alleged offender at the alleged offender's address listed on the records of the Association and to the property address, if the record address is different. In instances when certified mail is refused or not picked up, notification shall be deemed effective two days after mailing.

If the violation is not of an urgent nature, as determined by the Managing Agent or the Board, an informal notice may be sent prior to the certified notice.

Written notice to an alleged offender shall advise the alleged offender of the nature of the offense, the identity of the specific provision within the governing documents which has allegedly been violated, the specific remedy required, and the number of days by which corrective action must be begun or completed in order to preclude the possible imposition of a penalty or remedy.

II. ENFORCEMENT REMEDIES

If written notice to the alleged offender does not result in an abatement of the alleged offense, the Board may pursue enforcement remedies, which may include, without limitation, those remedies specified in Section 55-513 B of the Code of Virginia, 1950, as amended.

III. HEARING GUIDELINES

In those instances in which Virginia law requires that the Board provide an Owner with the opportunity for a hearing pursuant to Section 55-513 B of the Code of Virginia, 1950, as amended, before exercising the remedies set forth therein, the following guidelines apply to the hearing procedure:

- A. The Managing Agent shall send a written notice, mailed by registered or certified mail, return receipt requested, to the Member, advising the Member of his or her right to contest the complaint at the hearing before the Board of Directors.
- B. Such notice shall advise the Member of the date, time and location of the hearing, of the Member's right to be represented by counsel, and of an earlier date, at least fourteen (14) days following the date of the receipt of the notice, by which the alleged offender must, by written notification to the Association's Managing Agent, confirm the intention to attend the hearing or make a request for the hearing to be conducted on a date other than as specified in the notice. A request to reschedule a hearing must be submitted in writing within ten (10) days from the date of receipt of the notice from the Association.

This request may be granted if reasonable and satisfactory justification for rescheduling the hearing is presented. The Board shall set all hearing dates at its discretion.

When no response is received by the Association from the alleged offender by the hearing confirmation date, or the Member confirms attendance but fails to attend the hearing without providing reasonable and satisfactory explanation, the alleged offender shall be deemed to have waived the right to attend the hearing. In such a case, the Board may impose a monetary charge or suspension of use privileges in the absence of the alleged offender. No such monetary charge or suspension shall be effective until a motion of the Board is duly passed. The minutes of the hearing at which the motion is passed must contain a written statement of the results of the motion, the imposed sanction, if any, and proof that the notice and invitation to be heard was mailed.

When the Member exercises his or her right to a hearing, the Member has a right to present evidence, present witnesses, and a general right to be heard.

Following the evidentiary portion of the hearing, the Board may conduct its deliberations in Executive Session to determine whether satisfactory proof of the alleged offense exists and, if so, whether monetary charges or suspension of facility use privileges should be imposed.

Notice of the decision of the Board shall be mailed to the alleged offender by certified mail within ten (10) calendar days of the hearing.

When the judgment is unfavorable to the Member, the Board shall instruct the Managing Agent to undertake the administrative actions required to effect the charge as an assessment against the Member's Lot and/or suspend the use of facility privileges. When

judgment is favorable to the Member, the records of the Association shall be revised to so indicate, and the occurrence in question shall be disregarded for purposes of determining whether any alleged allegation of subsequent offenses are regarded as continuing offenses.

If the Board, after providing an opportunity for a hearing to the alleged offender, determines there is satisfactory proof that a Member has committed or is committing a continuing offense, and that monetary charges should be assessed, the calendar days for which daily charges may accrue will be those beginning after the date the Member is in receipt of the notice of the decision made at the hearing and ending with the date on which the Association's Board or Managing Agent observes that correction has occurred, or is notified by the Member that such correction has occurred, subject to later confirmation by the Association; however, in no case may the daily charge for a continuing violation exceed a total of ninety (90) days.

IV. APPLICABILITY

The procedures delineated herein may be applied to offenses of the Rules and Regulations and Governing Documents of the Association, but do not preclude the additional independent application of any other specialized and more expeditious enforcement procedures and remedies, as authorized in the Association's Rules and Regulations and state law, including, but not limited to:

- A. Tagging and towing of prohibited or unauthorized vehicles as authorized by the Association's Rules and Regulations, set forth in Chapter Four.
- B. Initiation of legal action as authorized by the Declaration.

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UPLOADED
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