

**VILLAGES OF KILN CREEK  
OWNERS ASSOCIATION**

**Part I:**

**RULES**



## SECTION I

### INTRODUCTION (RULES)

1. **Authority.** Section 7.1(c) of the Second Amended and Restated Declaration of Covenants and Restrictions of the Villages of Kiln Creek Owners Association (the “Declaration”) provides that the Board of Directors of the Villages of Kiln Creek Owners Association (the “Association”) may adopt general rules, including, but not limited to, rules regulating potential problems relating to the use of property and that such rules and any subsequent amendments thereto shall be binding on all Members, except where expressly provided otherwise in such rule. By resolution effective July 27, 2017, the Board of Directors approved revisions to the rules governing the Properties. Such rules, as amended, are set forth herein (collectively, the “Rules”).
2. **Governing Documents.** The Rules and the Architectural Standards (see Part II of this Handbook) shall be considered with the Second Amended and Restated Declaration of Covenants and Restrictions (“Declaration”), the Supplemental Declaration applicable to your Neighborhood, the Second Amended and Restated Articles of Incorporation of the Association (“Articles”), and Second Amended and Restated Bylaws of the Association (“Bylaws”) (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. **Architectural Standards.** Section 6.5 of the Declaration provides that no Improvement (as defined in Section 6.2 of the Declaration) shall be constructed, erected, installed or maintained on any Lot or Parcel, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including without limitation paint color) of the Improvement of the Lot or the Parcel on which it is situated, unless the Application, Plans and construction schedule therefore have been approved by the Architectural Review Board (“ARB”). Pursuant to Section 6.6 of the Declaration, the ARB has established, and the Board of Directors has approved, certain standards known as the “Architectural Standards” to be used in considering whether to approve or disapprove plans for Improvements. These Rules are closely related to the Architectural Standards, and in many instances specific reference is made to the Architectural Standards for additional requirements and guidance.
4. **Neighborhood Rules.** Individual Neighborhoods may have rules that are more, but not less, restrictive than the Association.
5. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.
6. **Enforcement Procedures** begin on pg. 22.

## SECTION II

### RULES / USE OF PROPERTY

1. **Animals:** In recognition of the need for animal control and safety within Kiln Creek, and the right of each resident to enjoyment of their Lots, the Common Areas and Neighborhood Common Areas, the following rules and policies are hereby established to minimize and address animal problems, and to provide procedures for processing animal questions and complaints.
  - a. The maintenance, keeping, boarding or raising of non-domesticated animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area or Neighborhood Common Area. Keeping of guide animals, service animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted; provided that such pets are not kept, bred or maintained for commercial purposes.
  - b. When outdoors, pets must be leashed and accompanied by a responsible person who can control the pet. Pets may not be left unattended except while in a fenced private yard. Pet owners who want to install invisible, underground electric fences to keep their animals inside their Lot must file an application for exterior alteration with the Association's ARB. No pet may be leashed or tethered to any stationary object. **Pet owners are responsible for the immediate removal and proper disposal of animal waste.**
  - c. Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify and hold the Association and each Owner harmless from and against any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Properties. Owners shall ensure that their pets are vaccinated against rabies and that such vaccinations remain current and up to date.
  - d. **The Association will monitor all signed and written formal concern forms regarding free roaming cats, dogs off leash, and/or dog and cat excreta. If warranted, a notice of violation will be issued to the Owner of the Lot following a signed written complaint (see pg. 22).**
  - e. Written complaints received by the Association concerning nuisance animals will be processed for a hearing by the Association in accordance with the Enforcement Procedures in Section IV. A written concern form must be submitted to the Association along with the signature of any other complaining residents, stating the particulars (dates and times) of the alleged nuisance. All residents signing the statement must be willing to attend a Board of Directors meeting, to which the Owner of the Lot where the pet resides has also been invited, for a hearing. Please **remember** that your concern form must be completed in its entirety.
  - f. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties upon ten (10) days written notice from the Board of Directors. The foregoing notwithstanding, any pet which threatens the safety of or attacks any person(s) lawfully on or occupying the Properties, may be ordered permanently removed from the Properties immediately, without ten (10) days written notice from the Board of Directors, if the Board of Directors deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board of Directors shall provide such notice as is reasonable under the circumstances. The Association will refer all residents to the SPCA if an alleged domestic animal (dog or cat) control problem exists on residential private property.

2. **Association Property:** The Common Area and Neighborhood 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 Neighborhood Common Area shall be used only for their 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 Neighborhood Common Area. Common Areas include but are not limited to lake banks, water bodies, wooded areas, golf course, conservation areas, or any other property not owned by a Lot Owner. There shall be **no dumping** (such as grass, limbs, debris, garbage, etc.) on any Common Area or Neighborhood Common Area. If an Owner or an Owner's guest damages any Common Area, Neighborhood Common Area, or any equipment, property or Improvements thereon, they will be held responsible for the cost of repairing such damage.
3. **Casualty:** Damage to property by fire, casualty, 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 (See "Maintenance" on pgs. 13-14); 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 no later than six (6) months after the date of casualty; provided, however, that any unsafe structure must be immediately secured. An extension may be granted by the Board of Directors, in its sole and absolute discretion.
4. **Vandalism:** Damage to property by vandalism on common property must be promptly reported to the Association and law enforcement by any person having knowledge thereof. Remediation of vandalism on personal property must be commenced no later than 30 days after the occurrence. An extension may be granted by the Board of Directors, in its sole and absolute discretion.
5. **Clothes Drying Equipment:** No clotheslines or other clothes drying apparatus shall be permitted outside an enclosed structure on any Lot. No portion of a Lot shall be used for the drying or hanging of laundry or the airing of clothes or other items unless such laundry or other items are located within an enclosed structure.
6. **Commercial Use:** Pursuant to Section 7.1(w) of the Declaration, no Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. An Owner may operate a home occupation and/or office located in the dwelling on the Lot if:
  - Such occupation/office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business;
  - No equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Properties outside of an approved enclosure;
  - Such Owner has obtained approvals for such use as may be required by the City of Newport News or the County of York;
  - Such Owner's home and/or office is operated in accordance with all requirements of applicable governmental ordinances.
  - If Owner elects to have a sign, it may be no larger than one (1) foot by one (1) foot, located near the main entrance of the dwelling.

7. **Drones (unmanned aerial vehicles):** Due to the close proximity of Kiln Creek to the Airport, recreational use of drones (unmanned aerial vehicles) is prohibited.
8. **Emissions:** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney emissions and no production, storage or discharge of Hazardous Materials on the Properties or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water. See also, Section 7.1(j) of the Declaration. Normal amounts of BBQ grill smoke/emissions shall not be considered a violation, provided such grills are operated in accordance with the requirements of paragraph 13 below.
9. **Firearms:** Because of the density of homes in Kiln Creek, no discharge of firearms or other projectile weapons is permitted. Any and all city and county ordinances must be followed. This includes, without limitation, guns, rifles, paint ball guns, BB Guns, pellet guns, sling shots and archery equipment.
10. **Firewood:** Because of the threat of pest problems, firewood must be stored a minimum of six (6) inches off the ground. Firewood must be stored behind the rear foundation line of the dwelling on the Lot and stacked in a neat and orderly manner and shall not be stored in a manner that blocks access to any door or throughway, or any Common Area or Neighborhood Common Area. Firewood shall not be stacked in excess of four (4) feet in height. Owners must clean and sweep Common Areas and Neighborhood Common Areas that have been littered due to the delivery of firewood. Consult the applicable Supplemental Declaration which may contain additional regulations. If firewood is to be covered, a neutral colored tarp/covering must be used.
11. **Fireworks:** Fireworks are prohibited; except in instances of an Association fireworks display.
12. **Garage Doors:** To enhance the security of the community and aesthetics of the homes and streetscapes, garage doors should be kept closed to the maximum extent possible. It is the Owner's responsibility to keep the garage door in good repair.
13. **Grills/Firepits:** Except as provided in applicable Supplemental Declarations, use of portable barbecue grills/firepits or other outdoor cooking equipment is permitted on the Lots. Grills/Firepits shall be a minimum of 5 (five) feet from the property line. When in use, outdoor cooking equipment must be placed behind the dwelling, whenever possible, and positioned so that smoke will not disturb neighboring properties. Fires must be extinguished promptly after use. Permanent grills/firepits require approval from the ARB. If a grill/firepit is rusting, a cover is required. See Architectural Standards, Neighborhood rules, if any, and Supplemental Declaration applicable to your Neighborhood for further restrictions.
14. **Holiday/Seasonal/Temporary Decorations and Lighting:** Holiday decorations as used herein mean those temporary decorations and lighting associated with a particular national, state, local or religious holiday. These decorations may be displayed for up to thirty (30) days before and fourteen (14) days after the applicable holiday. Seasonal decorations may be displayed during the calendar year's seasonal dates. Inflatable decorations are permitted for holiday decorations only, not seasonal. Owners are urged to take care and exhibit consideration for their neighbors when displaying holiday/seasonal/temporary decorations so as not to cause an unreasonable source of annoyance to occupants of neighboring property. Please contact the Association's office for special circumstances regarding holiday decorations.

**Neighborhood Entrances (Common Areas and Neighborhood Common Areas).** The Association encourages the display of decorations and our nation's flag at the entrances of the villages. Neighborhoods wishing to display any decorations or the flag within Neighborhood Common Areas located at the entrance to a Neighborhood must notify the Association and designate a point of

contact who will be responsible for the placement, maintenance and removal of such decorations and/or flags. Decorations and flags will not be affixed to the Neighborhood signs. Decorations must be placed in a manner that will not impede routine maintenance and will not adversely impact traffic light lines.

15. **Hoses/Sprinklers (non-permanent):** Except when in use, garden hoses shall be stored in a neat and orderly fashion. Hoses/sprinklers shall not be used as a permanent irrigation system. See pg. 52 “Sprinkler Systems/Irrigation” for more information.
16. **Lakes and Water Bodies:** As provided in Section 7.1(f) of the Declaration and subject to the use of the lakes for irrigation purposes by the Association, all lakes within the Properties are aesthetic amenities and no other use thereof, including, without limitation, swimming, boating, fishing, playing or use of personal floatation devices shall be permitted. No piers or docks shall be constructed on any portion of the lakes nor attached to the shorelines or banks thereof, except those approved by the Board of Directors. All lakefront property Owners are to observe the easement around each lake that has been dedicated to the Association. No dumping is allowed along lake banks or into any lake itself. Please refer to the “Lakes and Snakes” bulletin from your disclosure package for more information. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes within the Properties. The Association reserves the right to authorize fishing in the lakes by scheduling a community fish day. **Owners are prohibited from trimming any vegetation on common property bordering the lakes.**
17. **Landscaping Care:** It is the Owner’s responsibility to keep all shrubs, trees, grass and ground cover neatly trimmed, properly cultivated and free from all trash, weeds, and other unsightly materials. The Owner is also required to maintain the grass located behind fences behind an Owner’s Lot and in easement areas located on the Owner’s Lot. No resident may seed, fertilize, mow or otherwise disturb the area past the Lot’s property line. Artificial vegetation of any kind (e.g., plastic or silk flowers or bushes) is prohibited. Shrubs, trees and grasses should be chosen by their height at maturity and be in proportion to the bed, lawn, home and lot. (Local nursery personnel are often knowledgeable and are usually willing to share their expertise regarding these areas.) The Association typically conducts lawn inspections following the weekends. If a Lot is not being maintained, and after notice has been given, the Association is permitted to go onto an Owner’s Lot and perform the maintenance at the Owner’s expense, per the Governing Documents.
  - **Lawn Maintenance-** Overall, lawns shall have a generally well groomed and maintained appearance. Grass shall be mowed on a regular basis. The height of the grass shall at no time exceed six (6) inches. During high growth seasons, mowing may need to be done as often as once a week. There shall be no weeds in the place of grass and there shall also be no bare spots in the lawn. Lawns that have either of these problems must be weeded and/or seeded during the next appropriate growing season. Watering is also important. Lawns should be watered enough to maintain a green, healthy appearance (however, city and county water regulations should be adhered to at all times). The area/edges where your lawn meets your house, driveway, walkway, fence, patio, or other obstruction shall be neatly trimmed and free of weeds. Trees shall be kept pruned, trimmed and/or neatly groomed. The Association may notify an Owner of the need for one or more of the following: (i) turf applications (weed control), (ii) soil preparation, (iii) aeration, (iv) seeding, (v) fertilizing, (vi) watering and (vii) any other steps necessary for the Owner’s lawn to be established. All driveways, walkways, patios and other similar areas shall be kept free from all grass, weeds, debris or other materials. Residents, or those with lawn service contractors shall be responsible for ensuring that the contractor does not blow grass clippings, branches, grass or any debris down storm drains, into the streets, Common Areas, Neighborhood Common Areas or other Owners’ Lots.

- **Flowerbed Maintenance-** All flowerbeds, gardens, or other areas segmented from the lawn shall be well kept; free of all grass and weeds. Landscaping materials such as mulch, stones, blocks, bricks, etc. shall also be kept weed and mold free, and repaired/replaced if they are disjointed or broken. (See Architectural Standards pgs.42-43 for edging specifications.) If an area appears unkempt or fades into your lawn, you may be asked to have this area differentiated by either creating a distinct flowerbed, or removing the plant material and seeding to encompass this area into your lawn.

18. **Leaves:** The burning of leaves and other yard debris within the Villages of Kiln Creek is **strictly prohibited**.

**Collection:** At no time shall leaves or other yard debris be piled in streets for vacuuming and/or collection by the City of Newport News or York County, as neither locality collects un-bagged leaves in Kiln Creek. All local city or county ordinances for trash collection must be followed. A Lot Owner shall not rake or blow leaves into a Common Area, Neighborhood Common Area or street. Un-bagged debris gets washed into storm drains and may clog up our lake system.

**Removal:** Leaf removal shall be done on a routine basis, especially during Fall months. Only clear bags shall be used and placed by the curb. In Newport News, bagged leaves are collected year-round as bulk trash every other week. In York County, from mid-November to mid-January, leaves are collected every other week. Please refer to both locality websites for up to date collection information.

Newport News: <https://www.nnva.gov/771/Solid-Waste-Collection-Schedule-Calendar>

York County: <http://www.yorkcounty.gov/CountyGovernment/PublicWorks/WasteManagement/LeafCollection.aspx>

19. **Leasing:** Section 7.5 of the Declaration contains restrictions governing leases of residential dwellings in Kiln Creek. All leases of dwellings in Kiln Creek shall be for one (1) year minimum. Only one lease per Lot is permitted and no portion of a dwelling (other than the entire dwelling) may be leased. No Owner shall lease a Lot other than on a written form of lease. Therefore, any type of “AirBnB” type of listings/postings for rentals are strictly prohibited.

Kiln Creek requires:

- a. The lessee to comply with the Governing Documents and Rules (including, without limitation, individual Neighborhood rules).
- b. Failure to comply with the Governing Documents and Rules (including, without limitation, Neighborhood rules) constitutes a default under the lease. All absentee Owners shall promptly notify the Association of their new address, e-mail address, phone number and the name, work and home phone numbers of their tenants and Property Management Company, as applicable. It is the responsibility of the Owner to ensure that the required Tenant Information Sheet is completed, signed by the Owner, and returned to the Association prior to the tenant’s occupancy of the dwelling unit. Failure to do so shall constitute a violation of the Declaration and the Rules.

20. **Maintenance:** As provided in Section 7.2 of the Declaration, each Owner shall keep all Lots and Parcels owned by him and all Improvements thereon in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development. Common maintenance items include, but are not limited to: painting the exterior of your home; cleaning/painting mailboxes; cleaning algae/mold/mildew on roofs, siding, fences, etc. See Exhibit A for a sample review checklist of more items viewed during reviews. In the event an



Owner shall fail to maintain his Lot and the Improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board of Directors, shall have the right to enter upon such Lot to correct such failure. All costs related to such correction shall become a special assessment upon such Lot and as such shall be regarded as a special assessment with respect to lien rights and remedies of the Association.

- a. **Maintenance of Lots/Reviews:** The Association may conduct property reviews at any time. See Exhibit A on pg. 24 for the extended list of what is typically checked during such reviews. The storage of any item outside of your home is prohibited. (See Rule #33 pg. \_\_\_ regarding "Storage").
- b. **Maintenance of Lot During Exterior Construction/Remodeling/Renovation:** All Lots must be maintained free of debris during the course of construction. Adjoining streets must be kept cleaned of debris and mud. Building sites that maintain a portable toilet for the use of subcontractors working on the site should be located, whenever possible, near the side of the property and out of view. In no instance, shall a portable toilet be allowed to be located in the sidewalk, gutter or street. Lots served by portable toilets or dumpsters shall be dumped on a weekly basis and such portable toilets/dumpsters shall have prior approval from the Association. Construction activity must be limited to the hours of 7:00 a.m. to 8:00 p.m. No radios may be played at levels that cause an unreasonable nuisance to adjoining Lots.
- c. **Construction, Remodeling and Renovation Restrictions.** The continuous observation of the following rules and regulations as they pertain to the performance of construction activity shall be mandatory for all contractors working within Kiln Creek. Specifically, in addition to those items previously addressed herein, each contractor, and their sub-contractors must observe the following:
  - 1) Each contractor shall maintain the exterior grounds and premises in a neat and clean condition, free of all trash and debris.
  - 2) No materials, except those that shall 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.
  - 3) Trailers, trucks, vans and portable storage containers carrying construction tools or materials must not be parked on the street or any Common Area or Neighborhood Common Area overnight. Dumpsters must be placed in the driveway. (See Rule #28 on pgs. 16-17 for parking regulations.)
  - 4) Construction must be completed within six (6) months. Additional time may be granted on a case by case basis.
  - 5) Prior approval from the Association office is required for dumpsters and portable toilets so that the Owners may receive a permit from the Association for their use/placement. Please display this permit on the dumpster or toilet in an area that is visible from the street. (Such permit is in addition to other permits required by applicable laws and ordinances.)
  - 6) All construction material, scaffolding, ladders, dumpsters and portable toilets shall be removed within seven (7) days after completion of work.

21. **Motorized Vehicles:** No motorized vehicles of any type shall be driven on the community trails, pathways, cart paths, Common Areas or Neighborhood Common Areas (other than streets and parking areas). The foregoing rules regarding motorized vehicles do not apply to the use of maintenance vehicles used by the Association, and Golf Club & Resort, or motorized wheelchairs or other devices to assist persons with disabilities. Pedestrians have the right of way in all instances. The foregoing rules do not apply to the golf course.
22. **Moving:** Move-ins and move-outs shall be conducted between the hours of 7:00 a.m. and 9:00 p.m. unless otherwise approved by the Association's Director of Operations. If leasing or vacating a dwelling, the Owner must provide the Association with his/her/their change of address in writing. Please be considerate and do not block driveways, trash cans or mailboxes. If any damage is done to any Common Area, Neighborhood Common Area, or other property, the moving Owner shall be held liable (See Rule #2 pg. 10 Association Property). Large moving vans and trucks may not remain overnight. U-haul type vehicles/trailer hauls/trucks may remain on a lot for a maximum of three (3) consecutive days and you must notify the Association office prior to its arrival.
23. **Multi-Unit Dwellings:** Rules for garbage and trash storage, storage and usage of grills and storage of firewood may be established by state law and the individual Neighborhoods for multi-unit dwellings provided such rules do not contradict or conflict with the Rules of the Association.
24. **Noise:** All persons present on the Properties shall comply with all applicable local noise ordinances and shall not permit or engage in any activity, practice or behavior that causes unreasonable annoyance, discomfort or disturbance to any other person(s) lawfully present on any portion of the Properties. Residents are encouraged to call local authorities to report such violations or occurrences.
25. **Nuisances:** Section 7.1(a) of the Declaration provides that 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, Neighborhood Common Area, or on any part thereof, and the Association has authority to initiate legal proceedings to abate such activity. Residents are encouraged to call local authorities to report unlawful occurrences.
26. **Obstructions:** No person shall obstruct any of the Common Area or Neighborhood Common Area, or otherwise impede the rightful access of any other person on 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 Neighborhood Common Areas without the approval of the Board of Directors. Nothing shall be altered or constructed or removed from the Common Areas or Neighborhood Common Areas except with the proper written approval of the Board of Directors.
27. **Outdoor Recreational Group Activities:** In Common Areas and Neighborhood Common Areas, outdoor recreational activities may be permitted from sunrise to sunset in designated areas if approved by the Association's Director of Operations. The Board of Directors may, in its discretion, consult the Neighborhood Advisory Board or Neighborhood Advisory Committee, as applicable, regarding behavior rules, parking areas for bicycles and other play equipment (skateboards, etc.), and trash disposal. Any picnic tables in Common Areas and Neighborhood Common Areas are on a first come, first served basis. "Pokemon Go" type activities are prohibited in Common Areas.

28. **Parking and Vehicular Restrictions:**

- a. If a Neighborhood has its own separate association with a separate board of directors, enforcement of such separate association's parking and vehicular restrictions may be conducted by its board of directors or its management company. (See Exhibit 1 pg. 57 of this Handbook for a list of sub/associations.)
- b. Parking in the Properties shall be restricted to personal vehicles and only within the driveways and parking areas designated for parking. Curbside parking within the interior streets of a Neighborhood in those portions which are not designated "No Parking" by corresponding signage and/or marking is permitted when the vehicle is parked so as not to impede traffic or block access to trash bins, mail boxes, stop signs and driveways and so as not to damage vegetation. Vehicles may not be parked within fifteen (15) feet of fire hydrants. No parking on lawns, Common Areas or Neighborhood Common Areas shall be permitted. Vehicles parked in such a way that blocks or creates a hazard for vehicles in a designated traffic lane are not permitted.
- c. Junk, derelict vehicles not in compliance with local or state laws or inoperable vehicles are prohibited. Any vehicle not displaying current registration plates and current city/county and state inspections is prohibited on any portion of the Properties unless enclosed in a garage. If during an inspection it is noted a vehicle is not current on its tags or inspection, a member of the Association staff will send a "reminder" notice and a re-inspection will be done. If the vehicle is still not in compliance with the Rules and/or with local or state laws, the vehicle will be subject to towing without further notice. All repairs of any motor vehicle which shall cause the vehicle to remain inoperable at the end of one (1) day are prohibited upon any portion of the Properties. If a vehicle is showing substantial damage, the Owner of the vehicle may be asked to cover it with a form fitting cover. Broken windows shall be repaired within thirty (30) days.
- d. An operable and registered vehicle may be covered with a clean, tight fitting covers designed specifically for the vehicle. Vehicles covered with a car cover shall not be parked on the street. Car covers shall be earth toned in a solid color (i.e. brown, green, tan).
- e. Advertising is prohibited on vehicles (including but not limited to websites, phone numbers, etc.).
- f. Commercial vehicles are **prohibited**, except in garages. "Commercial Vehicles" are vehicles that are not designed and used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be determinative of whether it is a commercial vehicle. Concurrently, lettering or graphics on a vehicle advertising a business is indicative of a commercial vehicle, as is a commercial license plate. The lettering or graphics on a vehicle may be covered with a magnetic strip the same color as the vehicle or covered with a vehicle cover in order to bring it into compliance, provided there are no other features which cause the vehicle to be considered commercial. The foregoing and below restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles by non-Owners in connection with construction or providing pick-up and delivery and other commercial services, nor shall any such restrictions apply to any vehicles of the Association. The parking of service vehicles for repairs and/or service within the Properties shall be confined to the period between 7:00 a.m. and 9:00 p.m. except in the case of emergencies.

- g. Campers, RVs, jet skis, construction trucks, trailers or boats are not to be parked/stored overnight on Lots, driveways, streets, Common Areas or Neighborhood Common Areas without the express prior permission of the Director of HOA Operations.
  - h. Non-resident overnight parking is restricted to house guests only. The storing of any vehicle is not permitted on the street.
  - i. No items, materials, recreational items, etc. shall be stored on the exterior of any vehicle.
  - j. All motor vehicles, including, but not limited to ATV's, trail bikes, motorcycles, and dune buggies-shall be driven only upon paved streets and parking areas. A speed limit of fifteen (15) mph should be observed within the subdivision streets unless otherwise posted. All motorized vehicles, including, but not limited to golf carts (other than on the golf course and golf cart paths) and motorized scooters, are prohibited on any of the Association's Common Areas or Neighborhood Common Areas to include pathways or unpaved portions. Those vehicles used by the Association to carry out its day-to-day operations, motorized wheelchairs, or other devices to assist the disabled are exempt from the above restrictions.
  - k. Subject to applicable laws and ordinances, any vehicle parked in violation of these and other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the vehicle owner. 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 such notice is posted, neither its removal nor failure of the vehicle owner to notice it or 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 deemed conclusive evidence of proper posting of the notice.
  - l. If a vehicle is parked in a No Parking Zone or Fire Lane, is double-parked or otherwise blocking throughways, fire hydrant access, or is causing an emergency situation, it will be subject to towing without notice at the sole expense of the vehicle owner.
  - m. If a vehicle is parked in violation of these Rules and other restrictions set forth in the Governing Documents but is not causing an emergency situation, for at least twenty-four (24) hours, a notice of violation will be placed on the vehicle and it will be subject to towing without further notice at the sole expense of the vehicle owner.
29. **Play Equipment, Strollers, Etc.:** All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from streets and neighboring properties when not in use. When not in use, wading pools should be emptied for health and safety purposes and stored within an enclosed structure. Swing sets, trampolines and similar playground equipment require prior ARB approval.
30. **Recreational/Athletic Equipment:**
- a. For Recreational, Athletic Equipment and Portable Basketball Goals: See pg. 50 in the Architectural Standards.
  - b. No permanent recreational/athletic equipment (i.e. baseball cages, skateboard ramps, hockey or soccer nets) shall be permitted on any Lot.
  - c. When not in use, all recreational equipment must be stored inside a privacy fence, shed, garage or other unobtrusive backyard area where it will not be visible by neighboring properties.

- d. Portable freestanding athletic equipment which shall include, but is not limited to, skateboarding ramps may not be set up and used on any neighborhood street.
  - e. Use of home-based outdoor recreational equipment, including, but not limited to basketball goals, is prohibited between sundown and 9:00 a.m. (See Architectural Standards item entitled "Recreational/Athletic Equipment – Portable Basketball Goals on pg. 50.")
31. **Sale of Lots:** Virginia law requires sellers of residential property to order a disclosure package (book or electronic) for the purchasers for their Lot. Upon an Owner's request, the Association will provide a disclosure packet as required by the Virginia Property Owners Association Act. The Association charges a fee for providing the disclosure packet. Disclosure packages should be paid for at the time of the delivery of the disclosure packet. Contact the Association office for more information.
32. **School Spirit Emblems/Sidewalk Chalk:**
- School spirit emblems no larger than 12" x 12" may be painted on a driveway at the termination of the driveway into the street provided temporary paint is used that can be completely removed when the emblem is no longer meaningful, or when the resident moves out. The driveway must be designated exclusively for the use of a single residence. Emblems may not be installed on Common Areas, Neighborhood Common Areas, or shared driveways. As in all cases, please check your Neighborhood rules, Supplementary Declaration, and if applicable, the governing documents for any separate association applicable to your Lot for additional guidance.
  - Sidewalk Chalk is permitted on private driveways/walkways.
33. **Signs:** No Sign of any kind may be displayed on any Lot except as follows:
- a. One (1) sign of not more than six (6) square feet advertising the property for sale or rent provided the sign is removed no later than 3 days after the sale (closing) of the property to a new Owner or occupancy by tenant.
  - b. One (1) sign of not more than six (6) square feet expressing support or opposition to political candidates or other issues which appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election or vote and shall be removed within two (2) days after such election and shall not have a maximum elevation in excess of six (6) feet.
  - c. Security signage (e.g., no trespassing, alarm and dog warning) are permitted. Signs must be less one (1) square foot in size (two (2) signs per lot).
  - d. Solicitation Signage: One (1) small 12" x 12" "No Solicitation" sign is permitted by entrance doors of the dwelling.
  - e. An Owner's personal vehicles parked on his Lot within the Property may display one (1) "For Sale" sign on a vehicle window not to exceed 8½" by 11" in size.

- f. Freestanding, temporary signs are permitted for individual Neighborhoods to inform residents of Neighborhood events. Real estate “open house” signs may be displayed at Neighborhood entrances from 9:00 a.m. Saturday morning to 5:00 p.m. Sunday evening. The sign must be of suitable size not to exceed six (6) square feet (recommended 3’ x 2’) and must be placed as directed by the Board of Directors. Signs may be displayed seven (7) days in advance of the event and must be taken down within 24 hours after the event.
  - g. Neighborhoods wishing to display signs other than meeting notices (i.e. yard of the month) must obtain prior approval from the Board of Directors.
  - h. A sign advertising yard/garage sale shall not be placed on any property other than that of the Lot of the person conducting such sale.
  - i. One (1) sign for home occupation/office no larger than One (1) square foot is permitted if located by the front entrance of the dwelling.
34. **Solicitation/Pamphleteering/Advertising:** Kiln Creek has established itself as a non-soliciting community; however, local ordinances are subject to change at any time. We suggest that homeowners either post a small no-solicitation sign at the front door of their dwelling, and/or do not respond to these solicitors. Soliciting, pamphleteering and advertising are prohibited within the entire community of Kiln Creek. Under special circumstances, with the written permission of the Board of Directors, exceptions to this rule may be allowed on a case by case basis.
35. **Storage:** The storage of items outside of a dwelling is prohibited. This includes but is not limited to boxes, bins, tools, lawn/gardening supplies, recreational equipment, toys, luggage racks, ladders, vehicle parts/doors/caps etc. Any items not mentioned will be addressed on a case by case basis at the discretion of the Board.
36. **Portable Storage Containers:** All portable storage containers such as PODs®, SmartBox® and other similar storage devices are prohibited on a Lot, except for 3 days when moving in/out, or as permitted by the Board of Directors or Director of HOA Operations for construction activities.
37. **Trash:** All garbage and trash stored on the Properties shall be kept in covered containers, and, except for a reasonable amount of time to permit collection on scheduled days of trash collection, shall be kept inside a privacy fence, shed, garage or other concealed or screened area, so as not to be visible from the street. Accumulation or storage of litter, refuse, bulk materials, building materials, garbage or trash of any other kind shall not be permitted on any Lot. No incinerator shall be kept or maintained upon the Properties. The burning of trash, leaves or other debris is strictly prohibited within Kiln Creek. \*Please note private villages may have their own trash/recycling regulations.\*

Trash and recycling containers shall be placed curbside no earlier than 5:00 p.m. the day before scheduled pickup and should be removed from the curb in a timely manner following trash pickup. In no case shall a container remain curbside later than 9:00 p.m. on the day of pickup. Residents who continuously violate this rule will be subject to Formal Hearing with the Board of Directors.

Bulk waste, which includes bagged grass clippings and collapsed moving boxes, shall be placed curbside no earlier than 5:00 p.m. the day before scheduled pickup.

- All trash bags placed on curb must be made of clear plastic. Black trash bags are prohibited.
- Homeowners have the option to place house identification numbers visibly on the front of their trash can with adhesive stickers no larger than three (3) inches in height. (Painting of these numbers is not permitted.)

- Specific details regarding trash may be found on the local government websites of the City of Newport News and York County.

Newport News: (757) 933-2311

[https://www.nnva.gov/771/Solid-Waste-Collection-Schedule- Calendar](https://www.nnva.gov/771/Solid-Waste-Collection-Schedule-Calendar)

York County: (757) 890-3780

<https://www.yorkcounty.gov/CountyGovernment/PublicWorks/WasteManagement.aspx>

38. **Underground Utilities:** 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.
39. **Window Treatments:** Drapes or other window treatments (such as blinds or shutters) must be white, off white or have a white lining or backing. No plastic wrap may be affixed to a window. Sheets, blankets, towels or other materials not intended for use as window coverings are prohibited.

Decorative films or clings require the approval of the ARB prior to installation.

Window tinting: See Architectural Standards on pg. 56.

40. **Yard/Garage Sales:** Yard/garage sales are permitted within the Properties provided the following requirements are observed:
- a. If the resident resides in Newport News, all Newport News regulations must be followed and the proper permit needs to be obtained. York County does not currently require a permit (as of the last revision date of these Rules).
  - b. No more than four (4) yard/garage sales are permitted at one residence per year. Exhibition of merchandise must be confined to resident's Lot. \*Note\* The Association has a community-wide yard sale 2 times a year; please contact the Association's office for dates.
  - c. Yard/garage sales may only be conducted between the hours of 7:00 a.m. and dusk.

### **SECTION III**

#### **RECREATION AREAS**

**Recreation Passes are required** for the use of the Kiln Creek recreational facilities. Recreation Passes are available at the Association's office.

#### **Recreation Center, Swimming Pools, Basketball Court, Golf Club & Resort and Tennis Courts.**

Please view the Recreation Center, Pool, Basketball Court, Golf Club & Resort and Tennis Court Rules in our office for a handout, or on our website at [www.kilncreek.org](http://www.kilncreek.org) as these rules are routinely updated.

#### **Playground/Picnic Areas**

All Kiln Creek playgrounds and the picnic areas will be open from 9:00 a.m. until dusk, seven (7) days a week. These areas are available on a first-come, first-served basis. No loitering in these areas is permitted.

#### **Paths/Trails**

Paths/Trails are for use of residents and their guests. Please use at your own risk. Skateboards, hoverboards and other similar devices are not permitted on the paths/trails. See # 27 page 15.



## SECTION IV

### ENFORCEMENT PROCEDURES

Courtesy and cooperation among residents and homeowners are necessary for community living. When enforcement concerns involve your neighbors, it is often best to simply discuss the problem with them. Should the enforcement concern remain unsolved or if you feel uncomfortable talking to your neighbor, please contact the Association to request assistance. The concern filed with the Association should be in writing and should document the problem as thoroughly as possible. Concern forms are available at the Association office or on the Association website. If appropriate, the Association will attempt to resolve the problem informally. Final recourse is available through the Board of Directors, which will schedule a panel to consider the alleged violation(s).

#### **Procedures for Violations of the Governing Documents**

1. Noncompliance with the Governing Documents, the Rules and the Architectural Standards may be noted by a resident, an Owner, or employee of the Association or by a city/county employee acting in an official capacity, by initially reporting such in writing to the Association. Such notice, to the extent feasible, shall specify the time, date, place and nature of the violation. The Virginia Property Owners' Association Act and Section 9.3 of the Declaration authorizes the Association to enforce the Rules and Architectural Standards.
2. Upon receipt of such notice and after the Association has evaluated the same, the Association shall send a written first notice to the Owner stating the time, date, place and nature of violation (to the extent known to the Association). The notice will provide a time period for compliance. If the violation is not corrected within the time period given, such violation may result in the imposition of sanctions, charges, legal action, or any other remedies that the Association may pursue under law, including but not limited to, those under Section 55-513 of the Virginia Property Owners' Association Act, as amended. A record of this action and a copy of all notices sent by the Board of Directors and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.
3. Every Owner of a Lot which is the subject of an enforcement complaint and/or noted violation shall receive notice from the Association describing the violation. Before any charges are assessed against such Owner, the Owner who is the subject of the violation shall have the opportunity to be heard and represented by counsel before the Board of Directors or a tribunal selected by the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner (pursuant to VA Code Section 55-513) and, if applicable to the resident, at the address(es) of record with the Association, at least fourteen (14) days prior to the hearing. If, after the hearing, the Board of Directors determines that a violation of the Governing Documents, Rules and/or Architectural Standards has occurred, the Board of Directors 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. Pursuant to VA Code Section 55-513, 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 and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

4. If the Board of Directors finds that the same violation is recurring within a six (6) month time period but is not present on a continuous basis, the violation(s) will be treated as multiple single offenses and a charge of up to \$50.00 per occurrence will be levied for each day the violation is noted on the property during a specified period of time (e.g. six months) and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.
5. Notwithstanding anything contained within these Rules to the contrary, the Association shall have the authority to institute legal action against an Owner, on an emergency basis, without having previously satisfied any notice or other requirements contained in this Section IV

UPLOADED  
4/9/2021