



- i. No vehicle that weighs in excess of 4,000 pounds or is longer than eighteen feet or wider than nine feet, nor any bicycle or motorized vehicle (e.g. mopeds) may be parked nor shall be permitted on the Properties, except for delivery or emergency purposes.
- j. No major repairs or mechanical servicing of vehicles is permitted on the Properties. Drainage of any vehicular fluids on the Properties is prohibited. If ordinary light maintenance is done on a vehicle, care must be taken to avoid marring the paved areas or the sidewalk. Any damage caused by the vehicle to the Common Area will be the responsibility of the vehicle and/or Lot Owner as appropriate.
- k. Improperly parked and prohibited vehicles are subject to being towed at the vehicle owner's expense.
- l. Nothing contained in the R&Rs shall be construed to make either the Association or Board liable for damage to vehicles or loss of property from vehicles
- m. The speed limit throughout Jamestown 1607 is 15 miles per hour as posted.
- n. NOTIFICATION REGARDING TOWING OF VEHICLES: Owners of inoperable, junk or derelict vehicles will be notified of the violation via letter and vehicular tag. Owners will have seven days to comply before the vehicle(s) is towed. Vehicles with expired inspections will be tagged one month after expiration, (e.g. the sticker expired in August and it is now September, then the vehicle will be tagged). Vehicles both covered and uncovered are subject to these R&Rs. Owners are instructed to contact the Association Manager with any extenuating circumstances.
- o. No storage containers, devices, units, or the like (including, but not limited to, PODS storage units) (collectively referred to herein as "Storage Units") shall be kept on the Common Area at any time, unless such is actively being loaded or unloaded, and then only for a total period of no more than 6 hours. The Association may remove, tow, and/or dispose of any Storage Units on the Common Area in a manner inconsistent with the prior sentence, without prior notice to the Owner or user of such, and may bill the costs of such to any responsible Owner.

4. LANDSCAPING

- a. Landscaping of the Common Area is provided for the enjoyment of all and no one shall make or cause to be made to, theft, destruction or abuse of the Common Area.
- b. Owners are responsible for lawn care of enclosed areas on their Lots, trimming of bushes, shrubs, etc., and maintenance of any other landscaping on their Lots, except lawn service. Lawn service is provided by the Association to unenclosed grass on the Lots unless an Owner indicates in advance that such service is not desired, in which case such maintenance shall be the responsibility of such Owner.
- c. Lawn ornaments and statuary must be kept in good repair, shall not impede lawn and garden maintenance, and shall not encroach on neighboring property or Common Areas. Only one flag, banner, emblem or the like may be displayed per home without Architectural Committee approval. Proposed statues, fountains, ornaments, etc., should blend with the architectural style of the home and should have minimal visual and physical impact on neighboring properties.
- d. Owners shall keep their Lots clean and free of all trash and debris. All equipment and furniture must be removed from Lots by 7:00 a.m. on the day designated for lawn service. Lawn service will

not be responsible for moving any item left on any Lot. If items have been left on a Lot that prevent lawn service from providing lawn care, then lawn service will not be provided.

5. ARCHITECTURAL GUIDELINES: EXTERIOR ALTERATIONS AND APPEARANCE

(For more information, refer to the Jamestown 1607 Homeowners Association, Inc. Architectural Guidelines.)

- a. No alterations, additions or changes shall be made to the exterior of any improvement on a Lot upon the Properties (including, without limitation, painting, fencing, re-roofing, re-siding, etc.) without the prior written approval of the Board of Directors or Architectural Committee, if one has been appointed by the Board. (See Article V, Declaration of Covenants).
- b. Applications for any alterations, additions or changes to the exterior of improvements situated on a Lot must be submitted in writing, along with a copy of the plans and specifications (including materials to be used) of the proposed changes thirty (30) days before such alterations, additions or changes are made. See Article V, Declaration of Covenants.
- c. All exterior painting must conform to the color and quality of materials approved by the Board or the Architectural Committee, if one has been appointed by the Board. You may contact the Association Manager for information regarding approved colors and materials.
- d. No awning, fence, wall, building or other structure may be installed without the prior written approval of the Board or Architectural Committee, if one has been appointed by the Board. See Article V, Declaration of Covenants and Architectural Guidelines and Standards.
- e. Nothing shall be hung from the exterior of any building, including, without limitation, any garments, rugs, towels or other items.
- f. Outdoor clothes lines and racks are permitted only when in use and must be removed or retracted when not in use.

6. MAINTENANCE OF PROPERTY

- a. The exterior of all Lots, and any improvements thereof, shall be maintained in a neat, clean, and well-maintained condition. This includes in the way of example, but is not limited to, exterior painting, removal of mold from siding, trimming of bushes and maintenance of any landscaping, repair of rainspouts, siding, gutters, roof shingles, screens, window, etc., removing equipment and furniture from front of Lot each evening and /or any other unsightly situation.
- b. Only appropriate window treatments are permitted. Sheets, blankets, etc. will not be permitted. All window treatments facing the exterior shall be white or off-white in color.
- c. All trash must be placed in an appropriate receptacle. See R&R below.
- d. Decks, patios, etc., shall not be used for storage. Items customarily used on decks, such as grills, outdoor furniture, planters and the like, are permitted.



7. SIGNS; SALE/RENTAL OF PROPERTY; NON-RESIDENT OWNERS

- a. For Sale/Rent signs must conform to the following dimensions: sign to be no larger than 24 inches by 30 inches and the top of the sign can be no higher than 48 inches above the ground. All such signs must be removed by the owner within seven (7) days following the closing of a sale or signing of a lease.
- b. When any property is sold, the selling owner shall promptly notify the Association Manager or a member of the Board of Directors, in writing, of the name (as shown on the deed) of the purchaser and the date of closing. This helps to ensure that the Association records are updated, that the new owner has been given all relevant documents governing our community, and that they have been welcomed to our community.
- c. Owners who lease their property are responsible for making sure that their tenants have a copy of the R&Rs. A copy of the R&Rs must be appended to any lease or rental agreement. Failure to receive a copy of the R&Rs, however, shall not relieve any tenant or resident from the obligation to comply with the R&Rs, nor shall it relieve any Owner from any liability for any violation thereof by such tenant or resident.
- d. Owners who lease their property must provide the Board or Association Manager with either a copy of the lease or rental agreement and/or a completed copy of a Tenant Information Form within ten (10) days of the effective date of any lease or rental agreement. Renter Information Forms are available at the office of the Association Manager.
- e. Owners who lease their property remain responsible to the Association for the timely and full payments of all assessments, irrespective of the terms of any lease or rental agreement.
- f. Owners not residing at the Properties must notify the Board of Directors or Association Manager, in writing, of their mailing address if different from the property address. Failure to do so will mean that the membership address of record for such owner will be the property address in Jamestown 1607. All billing and other correspondence shall be deemed given when sent to such membership address of record.

8. PETS

- a. The keeping of dogs, cats and other ordinary domestic, household pets are permitted so long as they do not become a nuisance to the residents or Properties. All other animals (livestock, poultry, etc.) are prohibited.
- b. All dogs must be on a leash and subject to the control of a responsible person when on the Common Areas. If you see a dog not on a leash, please contact Animal Control. All cats allowed outside shall have an ID collar and rabies tag.
- c. All pets shall be kept off other Lots. Pet owners are responsible for any property damage, injury or disturbances their pet may cause, contribute to or inflict, and shall indemnify and hold harmless the Association from and against any such damage or injury.
- d. No pet shall be permitted to bark, howl, or make other noises for such a time as to be disturbing to other residents' rest or peaceful enjoyment of the Properties.
- e. Pet droppings shall be promptly removed by the pet owner.

- f. No pet may be kept or penned on a patio or deck in the absence of its Owner.
- g. All pets shall be licensed and inoculated as required by law.

9. GARBAGE AND RECYCLING

- a. Garbage removal is provided by the Association for regular household garbage. Garbage will be collected and hauled by a private contractor on Tuesdays, except holidays. Large items (furniture, appliances, unwanted shrubbery, branches, etc.) are excluded and must be disposed of at the expense of such Owner/tenant. Large quantities of boxes or bags or bulky items should be taken by the resident disposing of such to the James City County landfill, which is located at 1206 Jolly Pond Road (757-565-0971). If any Owner or his tenants, family members or guests, leaves large or excluded items or large quantities of boxes or bags for pick-up, such Owner is subject to an assessment for such removal if undertaken by the Association. The Association shall have the right, but not the obligation, to remove from the Properties any large or excluded items without the necessity of first notifying the Owner/resident.
- b. All garbage for disposal must be placed in covered trash containers or in tied, heavy-duty bags and placed on sidewalks or paved areas directly in front of the Lot before 7:00 a.m. on scheduled pick-up days. No garbage shall be placed out the night before. Lightweight trash items should be secured in place to keep from being strewn.
- c. Recycling is at the Owner's discretion. Owners may contract with a vendor of their choice. All materials for recycling must be placed in appropriate recycling bins and placed on the sidewalk directly in front of the Lot before 8:00 a.m. on the date of pick-up. No recycling bin may be placed out the night before. Information on James City County Recycling can be found on <https://jamestownva.gov/607/Solid-Waste-Recycling>
- d. All trash cans and recycle bins are to be removed from sidewalks or paved areas in front of each Lot within twenty-four (24) hours of being collected. Trash and recycle bins are to be stored at the rear of the Owner's property. Failure to do so may result in charges.

10. MAILBOXES

An outgoing U.S. mailbox is located within the mailboxes of each Section. An Association mailbox is located at the clubhouse for correspondence only. **No assessment payments will be accepted in this box.** Please mail or deliver assessment payments to the office of the Association Manager.

11. POOL AND CLUBHOUSE

- a. The pool and clubhouse are for use by Owners, their tenants, family members and guests. Rules for use of the pool are posted at the pool. **There is no lifeguard on duty. Swimming is at your own risk.** Any pool attendants are there solely for the purpose of maintaining the pool area, dress code and decorum. Anyone not following the posted rules will be asked to leave. As provided by the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), only Owners in good financial standing shall be entitled to use the pool and clubhouse.
- b. Only those dressed in appropriate swim attire will be allowed in the pool. No one in diapers (except swim diapers) will be allowed in the pool.
- c. The clubhouse may be rented for a private function by any owner in good financial standing and who is not otherwise in violation of the R&Rs, or Declaration, provided such use does not conflict with general use by other Owners and upon the terms otherwise established by the Board. Contact



the Association Manager for rates, availability and terms. All Owners who rent the clubhouse for private functions are responsible for clean-up and rearranging furniture after use.

12. NOISE

Residents and guests shall be considerate of others and shall not make or permit to be made any disturbing noise or act that will unreasonably interfere with the rights, comforts or convenience of any other resident or guest. This includes, without limitation, loud music from vehicles, as well as any device that produces or transmits sound. The James City County Noise Ordinance will be adhered to and the Police will be called when such is violated.

13. SOLICITATION

The door-to-door solicitation of goods, services, or ideas is prohibited on the Properties. Leaflets, flyers, bags, brochures or similar advertising materials shall not be left at any door or vehicle without the prior approval of the resident.

14. ASSESSMENTS: SUSPENSION OF PRIVILEGES: BAD CHECKS

- a. Unless the annual assessment is paid in advance and in full on the first day of each year, Owners shall have the privilege of paying the annual assessment in monthly installments that are due and payable on the first day of each month. Any installment, or part thereof, that remains unpaid for more than 60 days, shall accrue a late fee of 5% of such unpaid sum. Once an installment, or part thereof, remains unpaid for more than 30 days, the Association may revoke the privilege of allowing the owner to pay the annual assessment in monthly installments, in which case the remaining installments for the then-current fiscal year may be accelerated, upon the sending of ten (10) days written notice of its intent to do so. The Declaration contains provisions providing that delinquent Owners may be responsible for attorney's fees in certain circumstances.
- b. Checks returned by the bank for any reason (including, without limitation, a stop payment or similar order) will accrue a returned check charge of \$30 that shall become a part of the assessments.

15. ANTENNAS

Please refer to Article VIII, Section 9, Declaration of Covenants, Conditions and Restrictions, for information on the approval and installation process for antennas.

16. MEETING

The Annual Meeting of the members is held on a designated day in November as scheduled by the Board of Directors, at a location to be determined by the Board. All Owners are encouraged to attend this meeting, or in the alternative, to return a proxy so that every Owner's vote may be counted. As provided by the Bylaws, only Owners in good financial standing may be entitled to vote.

17. PERIODIC REVIEW/SUGGESTIONS

- a. These R&Rs are reviewed periodically and may be modified as deemed appropriate by the Board.
- b. Suggestions to improve the R&Rs are encouraged and should be submitted to the Board in writing via the Association mailbox.



JAMESTOWN 1607 HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

Amended and Restated October 15, 2020

The Board of Directors (the "Board") of Jamestown 1607 Homeowners Association, Inc. (the "Association") has adopted these amended and restated Rules and Regulations pursuant to the authority set forth in Article V, Section 1 (a) of the Bylaws, which empowers the Board of Directors to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, as well as pursuant to Virginia Code Section 55.1-1819.

These Amended and Restated Rules and Regulations ("R&Rs") supersede all prior versions of rules and regulations adopted by the Association. All defined terms contained in these R&Rs shall have the same meaning accorded to them in the Association's other governing documents, except as otherwise defined or where the context would indicate otherwise.

1. APPLICABILITY

All Owners, tenants and guests shall, at all times, comply with the rules and regulations as set forth herein and as the same may be amended from time to time. Owners are responsible for the actions of their tenants and guests. It is the responsibility of all Owners to inform their tenants, family members and guests of the R&Rs. Failure to comply with the R&Rs may result in the imposition of charges on Owners pursuant to the provisions of Virginia law.

2. USE OF COMMON AREA AND RECREATIONAL ACTIVITIES

- a. The Common Area shall be used only for the furnishing of services and facilities for which the same are reasonably intended and suited and which are incident to the use and occupancy of the Lots. Vandalism and destruction of the Common Area affects all Owners and residents and increases assessments. Your cooperation in treating the Common Area with care will be greatly appreciated.
- b. No improper, offensive or unlawful use shall be made of the Properties, or any part thereof, and all laws, ordinances, regulations or requirements of any governmental body or entity having jurisdiction thereon shall be observed.
- c. Loitering in or on the Common Area is strictly prohibited.
- d. All equipment (whether recreational or otherwise, i.e. bicycles, gardening tools, etc.) must be removed from front yards and the Common Area when not in use.
- e. No Owner, tenant or guest shall obstruct any of the Common Area nor shall any Owner, tenant, family member or guest place or cause or permit anything to be placed in or on the Common Area without the prior written approval of the Board. Nothing shall be altered or constructed on or removed from the Common Area, except with the prior written consent of the Board or Architectural Committee, if one has been appointed by the Board.

3. PARKING & VEHICLE REGULATIONS

- a. Parking on the Common Area is permitted only in designated areas. Parking upon lawns, medians or other grassy or landscaped area is prohibited, as is parking in front of the mailboxes. Double parking is prohibited if it affects traffic flow or is otherwise prohibited by law.
- b. There are two parking spaces reserved for each Lot directly in front of the Lot, except for some Lots in Section A that are corner lots and have only one space in front of the Lot. Those Lots only shall have one reserved space in the Section A designated additional Common Area parking set forth below. For all lots, additional vehicles may be parked in designated parking areas not otherwise reserved. Designated additional Common Area parking for each section is as follows:

Section A: Opposite the bays of parking directly in front of the Lots.

Section B: Along the curbs of the central islands (except in front of the mailboxes) and at the Clubhouse, as provided below

Section C: Along the curbs of the central islands (except in front of the mailboxes)

Section D: Along the curbs of the central islands (except in front of the mailboxes) and opposite the bay of parking at the 3200 Lots.

- c. All parking spaces clearly marked as "Visitor" are for visitor use only. These spaces are available on a first come, first served basis and are for SHORT TERM parking of vehicles. Residents may not park in those spaces and will be subject to towing at the owner's expense.
- d. No vehicle may be parked on the Common Area that exceeds, by length or width, the size of one standard parking space, to be nine feet wide and eighteen feet in length. A parking space is defined as being bound on three sides by a white line and on the fourth by an imaginary line connecting the ends of two sides across the opening.
- e. Permission must be obtained from neighbors before using parking spaces reserved for other Lots.
- f. No boats, jet skis, personal watercraft, campers, trailers, recreational vehicles, mobile homes, commercial vehicles or vehicles with commercial lettering, buses or other large or similar-type vehicles are permitted on the Lots or Common Area of Jamestown 1607 (collectively "Properties"); provided, however, that commercial vehicles weighing less than 4,000 pounds, with commercial lettering, are permitted if such are parked in the appropriate reserved spaces as provided for herein. All such vehicles (except those falling within the exception described above) on the Properties are subject to being towed at the vehicle owner's expense.
- g. All vehicles must have current license plates, state inspection stickers and locality –required decals. Vehicles lacking current license plates, state inspection stickers and/or locality-required decals are subject to being towed at the vehicle owner's expense.
- h. No inoperable, junk or derelict vehicles shall be permitted on the Properties. No vehicle may be raised or left on blocks. Any such vehicle is subject to being towed at the vehicle owner's expense.