

# LONGHILL STATIONS HOMEOWNERS' ASSOCIATION, INC.

## RULES AND REGULATIONS

Section 55-513 of the Property Owners' Association Act provides that the board of directors of an association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration, except where expressly reserved by the declaration to the members.

Article II, Section 1(e) provides that the Association shall have the right to establish reasonable rules and regulations, from time to time, for the use and enjoyment of the Common Area and Properties (as defined in the Declaration), and enforce such rules and regulations against the Owners, their family members, guests and invitees.

### SECTION 1 APPLICABILITY

All owners, residents, and guests shall 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 residents, tenants, and/or guests and have the duty to inform such persons of the Rules and Regulations. Failure to comply with the Rules and Regulations may result in the imposition of fines to owners and/or the suspension of certain rights of the owners pursuant to Section 10 below.

### SECTION 2 USE OF PROPERTY

- 2.1 Residential Use. Lots shall be used for residential purposes only.
- 2.2 Leasing. An Owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions contained in the Declaration and Rules and Regulations, and provided that the lease agreement between Owner and lessee shall be written, shall be for a term of not less than thirty (30) days and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and all other documents of the Association; and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.
- 2.3 Maintenance. No Lot shall be used or maintained as a dumping ground for rubbish or other material. An Owner shall keep their property in a good state of maintenance. Trash, garbage and other waste shall not be kept in or on the Properties, except in sanitary containers which shall be enclosed in a screening structure.

- 2.4 Common Area. The Common Area in the community is for the enjoyment of every Owner. No Owner shall make any private, exclusive or proprietary use of any of the Common Area. No Owner shall cause or permit any unreasonably loud noise anywhere on the Properties, including the Common Area, nor shall any Owner permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any other Owner or other person lawfully present on the Properties. No improper, offensive or unlawful use shall be made of the Common Area. No person shall obstruct any of the Common Area or place, cause or permit anything to be placed on or in any of the Common Area without the prior written approval of the Board of Directors. Nothing shall be altered or constructed on or removed from the Common Area without the prior written consent of the Board of Directors.
- 2.5 Prohibited Activities. In addition to the above restrictions, the following list of activities is prohibited on the Common Area. This list is not exclusive.
- 2.5.1 Use of any type of firearm, including, but not limited to, paintball guns or similar apparatus is prohibited.
- 2.5.2 Use of any type of vehicle, including but not limited to, four-wheel vehicles or other similar vehicles is prohibited.
- 2.5.3 Camping, parties, exclusive gatherings or similar type of activities are prohibited.
- 2.5.4 Motorcycles, motorbikes, mountain bikes or other similar machinery or equipment are prohibited.
- 2.5.5 Horses are prohibited.

### **SECTION 3 PROPERTY RESTRICTIONS**

The following restrictions are applicable to Lots and Common Area:

- 3.1 No external antennas of any description, except satellite dishes of less than two feet (2') in diameter, which are located entirely below all roof lines of the house on the Lot and is not visible from the streets in the neighborhood.
- 3.2 No window air conditioners.
- 3.3 No clothes lines, unless approved by the Architectural Review Committee.

- 3.4 No fencing shall be erected unless approved by the Architectural Review Committee.
- 3.5 No car ports shall be erected on any Lot or attached to any residence.
- 3.6 No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
- 3.7 No outbuilding shall be constructed unless approved by the Architectural Review Committee.

**SECTION 4 VEHICLES**

- 4.1 No more than three (3) ungaraged vehicles will be permitted to be consistently parked on the premises, and such vehicles must be in the driveway or on a parking apron off the driveway.
- 4.2 All vehicles must be licensed, operable automobiles, mini-vans and pick-up trucks, not to exceed three-quarters (3/4 ) ton in capacity.
- 4.3 Inoperable or unlicensed vehicles shall not remain on the Properties for more than two (2) days unless garaged. All vehicles on the Properties must have all major body panels and doors, except tailgates on trucks, properly installed and closed.
- 4.4 No recreational vehicles, boats, jet skis, trailers, campers, mobile homes or equipment, except passenger automobiles and passenger trucks, may be parked on the streets or on any Lot within the front property set back line.
- 4.5 No major vehicle maintenance or overhaul of ungaraged vehicles is permitted.

**SECTION 5 PETS**

- 5.1 No animals, livestock or poultry of any kind may be kept on any Lot except dogs, cats or other household pets. Pets may not be kept, bred, or maintained for any commercial purposes.
- 5.2 Pets must be maintained by the Owner so as not to be a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or hygienic offensiveness.

- 5.3 Pet owners are fully responsible for any personal injuries and/or property damage caused by their pets.
- 5.4 Pet owners who walk their pets upon the Common Area must promptly clean up their pet's droppings in all areas.

**SECTION 6 POOL**

- 6.1 The pool is open to Owners and their guests. Two pool passes will be issued to Owners. All persons entering the pool area must present their pool pass and sign in with the lifeguard on duty.
- 6.2 An adult Owner must accompany their guests at all times and sign in their guests with the lifeguard on duty. Guests are those who do not reside in the Owner's residence. Guests shall abide by the rules and regulations. The Owner will be held accountable for the actions of their guests.
- 6.3 Lifeguard Authority and Discipline Action. The lifeguard has the authority to enforce all rules, policies and operating procedures to include closing the pool for inclement weather as deemed necessary. The lifeguard on duty may restrict anyone from the use of the pool or pool area for the balance of the day or longer, if, in their opinion, the individual's presence is detrimental to good order, health, safety or discipline. All offenders will be reported to the Pool Committee and Board of Directors for appropriate action.
- 6.4 Rules.
  - 6.4.1 No swimming or entry into the pool is permitted when the lifeguard is not present or is on break.
  - 6.4.2 Owners, guests and invitees shall not interfere with the lifeguards on duty.
  - 6.4.3 Pets are not permitted in the pool area.
  - 6.4.4 No spitting, nose blowing, etc in the pool area.
  - 6.4.5 Running, wrestling, dunking, horse play and diving are prohibited.
  - 6.4.6 Glass containers are not permitted in the pool area.
  - 6.4.7 Trash and refuse must be placed in proper trash receptacles.

- 6.4.8 Intoxication is not allowed in the pool area.
- 6.4.9 Bicycles, roller skates, rollerblades and skateboards are not allowed in the pool area.
- 6.4.10 Appropriate swimwear is required. Persons dressed in a manner inappropriate to a family swimming pool will be asked to leave.
- 6.4.11 No loud, obnoxious behavior is permitted, nor is any Owner, guest or invitee permitted to be a nuisance to others.
- 6.4.12 Owners, guests and invitees are not permitted in the pool or pool area when the pool is closed.
- 6.4.13 The Association assumes no responsibility for use of the pool by Owners, residents and guests.
- 6.4.14 The pool, hot tub, and gym are designated as non-smoking areas.
- 6.4.15 No person with a communicable disease, or any infection whatsoever, is allowed in the pool or hot tub areas.
- 6.4.16 Diapers are not permitted in the pool.

## SECTION 7 COMPLIANCE AND LEGAL ACTION

- 7.1 Applicability. All Residents, whether Owners or lessees, and their guests are subject to the Association documents including these Rules and Regulations. An Owner may be held responsible for the actions of their Resident, lessee, and/or guest.
- 7.2 Violation. When an Owner, Resident, or lessee violates any provision of the Governing Documents including the Rules and Regulations, the Association shall notify the Owner in writing. Should the violation continue for more than 10 days after the date of notice, the Association shall have the right to treat the violation as an intentional, material breach. No Association action shall be deemed an election of remedies. In the event the Association incurs costs or attorney fees in enforcing the Governing Documents, including the Rules and Regulations, the offending Owner shall be charged and such costs and/or fees shall be a lien against the Property.

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

Before any such charges or suspension may be imposed, the member shall be given an opportunity to be heard and to be represented by legal counsel before the Board of Directors. Notice of a hearing, including the charges or other sanctions that may be imposed, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record at least fourteen (14) days prior to the hearing.

The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty (\$50.00) dollars for a single offense or ten (\$10.00) dollars per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot for the purposes of establishing, perfecting, and enforcing a lien. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association within 7 days of the hearing.

These Rules and Regulations were adopted by the unanimous vote of the Board on May \_\_\_\_\_, 2007 and shall become effective on May \_\_\_\_\_, 2007.

---

Secretary

**Longhill Station Homeowners' Association, Inc.**  
**Complaint Procedure**  
**Policy Resolution 2012-001**

WHEREAS, in accordance with Va. Code Ann. § 55-530 E, Longhill Station Homeowners' Association, Inc. (the "Association") is required to have a written process for resolving Association Complaints from members and citizens. The Association's Complaint Procedure shall conform to the requirements set forth in Va. Code Ann. § 55-530, the Common Interest Community Ombudsman Regulations (the "Regulations"), and the Association governing documents, which shall not be in conflict with Va. Code Ann. § 55-530 or the Regulations; and

WHEREAS, it is the intent of the Board of Directors to adopt a Complaint Procedure and Complaint Form that comply with Va. Code Ann. § 55-530, the Regulations, and the Association governing documents.

NOW THEREFORE, it is hereby RESOLVED that the Board of Directors of Longhill Station Homeowners' Association, Inc. hereby adopts the following policy:

**A. PROCESS FOR SUBMITTING AN ASSOCIATION COMPLAINT.**

1. Members and citizens wishing to file an Association Complaint shall use the attached Complaint Form. All Association Complaints must be in writing.
2. An Association Complaint shall concern a matter regarding the action, inaction, or decision by the Board of Directors, managing agent, or the Association inconsistent with applicable laws and regulations.
3. The completed Complaint Form shall be delivered to the Association as follows:  

Longhill Station Homeowners' Association, Inc.  
c/o Berkeley Realty Property Management  
150 Strawberry Plains Road, Suite A-1  
Williamsburg, VA 23188

4. The Association shall provide written acknowledgment of receipt of the Complaint Form to the complainant within seven (7) days of receipt.
5. The complainant shall describe the nature of the Association Complaint, including dates, locations and persons involved. The complainant shall include references to the specific facts and circumstances at issue. The complainant must set forth the specific documents, provisions, statutes or regulations that support his/her Association Complaint, and provide copies of any specific documents referenced. The complainant shall describe the specific action or resolution requested.

6. If the Association requires additional information that is necessary in order to continue processing the Association Complaint, the Association shall notify the complainant of the request within twenty-one (21) days of receipt of the completed Complaint Form. If the additional information is not received by the Association within ten (10) days of the Association's request, the Association shall send a letter notifying the complainant of the non-compliance, and close the Association Complaint.
7. Once the Association has received all of the requested information, the Association will schedule a date and time to consider the Association Complaint. Notice of the date, time, and location that the matter will be considered shall be sent to the complainant seven (7) days prior to the scheduled date.
8. After the Board of Directors makes its final determination, written notice shall be sent to the complainant within (7) seven days. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the registration number of the Association. If applicable, the name and license number of the common interest community manager shall also be provided.
9. The notice of final determination shall include the complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.
10. The Association shall keep a record of each Association Complaint filed with the association shall be maintained by the Association for one year after notice of the final determination is sent to the complainant.
11. Any correspondence required to be sent by the Association to the complainant, as set forth above, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided, or if agreed to by the complainant, by electronic means provided the Association retains sufficient proof of the electronic delivery.

**B. NOTICE OF ADVERSE DECISION.**

1. A complainant may file a notice of final adverse decision in accordance with Va. Code Ann. § 55-530 F concerning any final adverse decision that has been issued by the Association in response to an Association Complaint.
2. The notice shall be filed within 30 days of the date of the final adverse decision.



3. The notice shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman. The notice shall include a copy of the Complaint Form, and supporting documentation, the final adverse decision, reference to the laws and regulations the final adverse decision may have violated, any supporting documentation related to the final adverse decision, and a copy of the Association's Complaint Procedure.
4. The notice shall be accompanied by a \$25 filing fee or a request for waiver.
5. The contact information for the Office of the Common Interest Community Ombudsman is as follows:

Heather Gillespie, Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, Virginia 23233-1463  
Phone: 804-367-2941  
Email: [CICOmbudsman@dpor.virginia.gov](mailto:CICOmbudsman@dpor.virginia.gov)

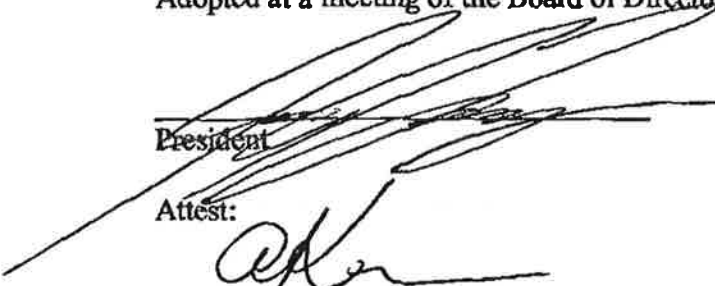
6. Upon receipt of the notice of final adverse decision from the complainant, along with the filing fee or a waiver of the filing fee approved by the Common Interest Community Board ("CIC Board"), the Office of the Common Interest Community Ombudsman shall provide written acknowledgment of receipt of the notice to the complainant and shall provide a copy of the written notice to the Association. The notice of adverse decision will not be reviewed until the filing fee has been received or a waiver of filing fee has been granted by the CIC Board.
7. Upon request, the Association shall provide information requested by the Office of the Common Interest Community Ombudsman within a reasonable time.
8. Upon review of the notice of final adverse decision in accordance with Va. Code Ann. § 55-530 G, if the Director of the Department of Professional and Occupational Regulation (the "Director") determines that the final adverse decision may be in conflict with laws or regulations governing common interest communities or interpretations thereof by the CIC Board, the Director may, in his sole discretion, provide the complainant and the Association with information concerning such laws or regulations governing common interest communities or interpretations thereof by the CIC Board.
9. The determination of whether the final adverse decision may be in conflict with laws or regulations governing common interest communities or interpretations thereof by the CIC Board shall be a matter within the sole discretion of the Director. Such decision is final and not subject to further review. As set forth in Va. Code Ann. 55-530 E, the determination of the Director shall not be binding upon the complainant or the Association that made the final adverse decision.

C. NOTIFICATION OF COMPLAINT PROCEDURE.

1. The Complaint Procedure is available to all members of the Association and citizens upon request made to the Association's manager at Berkeley Realty Property Management, Inc., 150 Strawberry Plains Road, Ste. A-1, Williamsburg, VA 23188.
2. The Complaint Procedure shall be included as an attachment to the resale certificate or the association disclosure packet.


This Resolution is effective 9/19, 2012.

Adopted at a meeting of the Board of Directors on 9/19, 2012.

  
\_\_\_\_\_  
President

9/19/12  
Date

Attest:

  
\_\_\_\_\_  
Secretary

09/19/2012  
Date



**Submission of Complaint**

Submit your complaint and all attachments via US Mail or hand-delivery using the address below:

Longhill Station Homeowners' Association, Inc.  
c/o Berkeley Realty Property Management, Inc.  
150 Strawberry Plains Road, Ste. A-1  
Williamsburg, VA 23188

**Processing of Complaint**

The Association will acknowledge receipt of your complaint, in writing, within seven (7) days after receiving your complaint. If you do not receive acknowledgment of your complaint, please notify the Association immediately. If the Association requires any additional information to process your complaint, you will be notified in writing, within twenty-one (21) days of receipt of your completed Complaint Form. If the Association requests additional information you will have ten (10) days to deliver the additional information. The Board of Directors will notify you, in writing, of the date, time and location that your complaint will be considered. After final determination is made, written notice of the decision will be sent to you. All notices will be sent to you by electronic mail or mailed by registered or certified mail, return receipt requested, as you have selected above. If you did not select a preferred method of communication, notices will be mailed to you by registered or certified mail, return receipt requested.

**Notice of Final Adverse Decision**

Pursuant to Va. Code Ann. § 55-530F, you have the right to file a notice with the Common Interest Community Board (the "CIC Board") if you receive an Adverse decision from the Association. An Adverse decision means the final determination issued by the Association pursuant to the Association's Complaint Procedure that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the complainant. In accordance with Va. Code Ann. § 55-530F, (i) your notice must be filed with the CIC Board within thirty (30) days of the date of the final adverse decision; (ii) your notice shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman; (iii) your notice shall include copies of all records pertinent to the decision; and (iv) your notice shall be accompanied by a \$25.00 filing fee. Please note that the CIC Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the complainant. The notice shall be sent to the Common Interest Community Board, Department of Professional and Occupational Regulation, 9960 Mayland Drive, Richmond, VA 23233-1463. The phone number and email address for the Office of the Common Interest Community Board is (804) 367-8500 and [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)

**Required Signature**

\_\_\_\_\_ Date

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature

THIS PAGE FOR ASSOCIATION USE ONLY

Date Complaint Received: \_\_\_\_\_  
Name and Signature of Person Receiving Complaint: \_\_\_\_\_

Date Acknowledgment Sent to Complainant: \_\_\_\_\_  by email  by U.S. Mail  
Name and Signature of Person Sending Acknowledgment: \_\_\_\_\_

Date of Decision of Board of Directors: \_\_\_\_\_

Date When Decision Sent to Complainant: \_\_\_\_\_  by email  by U.S. Mail  
Name and Signature of Person Sending Decision to Complainant: \_\_\_\_\_

UPLOADED  
4/27/2021

*Tarley Robinson, PLC*  
6/2012