

**QUARTERPATH MIXED-USE  
COMMUNITY ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**DATE:** 4-10-2014

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COMMUNITY ASSOCIATION, INC.**

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## SECTION I INTRODUCTION

1. **Authority.** Section 3.3 of the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use) (the "Master Declaration") provides that the Board of Directors (the "Master Association Board") of Quarterpath Mixed-Use Community Association, Inc. (the "Master Association") may adopt general rules, including, but not limited to rules regulating potential problems relating to the use of the Property, as defined in the Declaration, and the well-being of Members, Owners and Occupants, and that such rules and any subsequent amendments thereto shall be binding on all Members, Owners and Occupants, except where expressly provided otherwise in such rule. By resolution effective \_\_\_\_\_, the Master Association Board adopted the following rules and regulations governing the Property which rules are set forth below (the "Rules").

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

3. **Development Guidelines.** Sections 4.2 and 4.5 of the Master Declaration provide that no Improvement (as defined in the Master Declaration) shall be constructed, erected, installed, or maintained outside of the enclosed structures on any Unit or Parcel, nor shall any Improvements be altered, enlarged, demolished or removed, including any activity related thereto, unless Plans (as defined in the Master Declaration) therefore have been approved by the Design Review Committee. Section 4.1 of the Master Declaration establishes the Design Review Committee for the purpose of reviewing, and, as appropriate, approving or disapproving all Plans (as outlined in Section 4.3 of the Master Declaration) submitted by Owners in accordance with Article IV of the Master Declaration. Pursuant to Section 4.1 and 4.4 of the Master Declaration, the Design Review Committee may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. The Design Review Committee will adopt guidelines and standards ("Development Guidelines") to facilitate its review of Plans. These Rules are closely related to the Development Guidelines, and in many instances specific reference is made to the Development Guidelines for additional requirements and guidance.

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

**SECTION II  
USE OF PROPERTY**

**INITIAL RULES AND REGULATIONS**

The following restrictions shall apply to all of the Property until such time as they are amended, modified, repealed or limited pursuant to Article III of the Master Declaration.

1. **Restricted Activities.** The following activities are prohibited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Master Association Board:

(a) Any activity which tends to cause an unclean, unhealthy or unsafe condition to exist outside of enclosed structures on the Unit or Parcel;

(b) Any activity which, as determined by the Master Association Board in its sole discretion or by any applicable governmental entity, emits foul or obnoxious odors, fumes, dust, smoke, or pollution outside the Unit or Parcel or which creates noise, unreasonable risk of fire or explosion, or other conditions which are a nuisance provided, nothing herein shall preclude normal and customary operation of any restaurant;

(c) Any activity which violates local, state or federal laws or regulations;

(d) Outside burning of trash, leaves, debris or other materials;

(e) Outdoor storage of goods, materials, or equipment, except that (1) outdoor storage of building materials shall be permitted during construction on the Unit or Parcel on which such materials are being stored; and (2) outdoor retail displays shall be permitted; and (3) and outdoor dining facilities shall be permitted;

(f) Fishing, swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within the Project. Neither Declarant nor the Master Association shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within the Project;

(g) Any activity which would constitute a public or private nuisance;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;

(i) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any storm sewer, drainage ditch, or other component of the storm drainage system serving the Project, any stream, pond, or lake, or elsewhere within the Project, except that fertilizers may be applied to landscaping on Units and Parcels provided care is taken to minimize runoff and Declarant or those with its specific

permission may dump and bury rocks and trees removed from a building site on such building site;

(j) Subdivision of a Residential Unit into two or more Units, or changing the boundary lines of any Residential Unit after a subdivision plat including such Residential Unit has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Units which it owns and the foregoing shall not limit or restrict the subdivision or changing the boundaries of Residential Units in condominiums or cooperatives if permitted by the applicable Additional Association documents;

(k) Use of any Unit or Parcel, without the express consent of Declarant during the Period of Declarant Control and thereafter the express written consent of the Master Association Board, for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

(l) On-site storage of gasoline, heating, or other fuels on Residential Units, except that a reasonable amount of propane gas and other fuel may be stored on each Unit for emergency purposes and operation of gas cooking grills, lawn mowers and similar tools or equipment, and the Master Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV of the Master Declaration;

(m) Use of any Residential Unit for a business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Residential Unit may conduct business activities within the Residential Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve door-to-door solicitation of residents of the Project; (iv) the business activity does not, in the Master Association Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Project which is noticeably greater than that which is typical of Residential Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Master Association Board.

The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant with respect to its development and sale of the Property or its use of any Units or Parcels which it or any Affiliate of Declarant owns within the Property;

(n) Any activities which materially disturb or destroy the vegetation (except in accordance with the Governing Documents for removal, installation, and maintenance of landscaping), wildlife, wetlands, or air quality within the Project or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution, as determined by the Master Association Board in its sole discretion;

(o) Operation of motorized vehicles on pathways or trails maintained by the Master Association;

(p) Overnight or regular parking of commercial vehicles or equipment, motor homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages or such other areas, if any, as the Master Association Board may designate within the Common Area; provided, the Master Association Board may (but shall not be obligated to) grant permission for visitors to temporarily park such vehicles overnight on driveways or streets for a period not to exceed seven days or nights while visiting the occupants of a Unit;

(q) Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Unit or Parcel, whether such portion is improved or unimproved, except as specifically authorized in Paragraph 3(d) of these Rules and otherwise in strict compliance with the provisions of Article IV of the Master Declaration. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind.

2. **Prohibited Uses.** In addition to uses which are inconsistent with applicable zoning or are prohibited or restricted by other recorded covenants, conditions, restrictions or easements, the following uses are prohibited within the Property:

(a) trailer courts, mobile home parks, and recreation vehicle campgrounds;

(b) oil, gas or mineral exploration; drilling, boring, excavation, development, refining, quarrying or mining operations, and all construction and equipment incident thereto; and oil or gas wells or related equipment or facilities, except that nothing herein' shall preclude the operation of automobile service stations or water wells, to the extent permitted under the Development Guidelines and pursuant to Article III of the Master Declaration;

(c) junk yards, scrap metal yards, automobile used parts and/or dismantling operations and sanitary landfills, except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials provided that the same are not unsightly;

(d) dumping, storage, disposal, incineration, treatment, processing or reduction of garbage, or refuse of any nature, except as is incidental to the use, operation and ownership of any property (or a portion thereof) in accordance with the Master Declaration and in a manner which is not unsightly and does not result in noxious odors emitting from the subject property;

(e) lumberyards, sawmills, or outdoor storage of building or construction materials;

(f) flea markets, and ongoing fire and bankruptcy sale operations;

(g) truck terminals and truck stop-type facilities (specifically excluding loading docks and similar facilities incidental to the use, operation and ownership of any property or a portion thereof in accordance with this Master Declaration);

(h) massage parlors, and any establishment which offers entertainment or service which includes nude or partially dressed male or female persons;

(i) any industrial use; and

(j) "adult entertainment uses" which terms shall mean, for the purposes of the Master Declaration, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) which is rated "X" by the movie production industry (or any successor rating established by the movie production industry) or is otherwise of a pornographic or obscene nature; or (ii) sexually explicit games, toys, devices, or similar merchandise.

3. **Prohibited Conditions.** The following shall be prohibited at the Property:

(a) Plants, animals, devices or other things of any sort whose activities or existence, as determined by the Master Association Board in its sole discretion, in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property;

(b) Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Property, except that Declarant and the Master Association shall have the right to draw water from such sources and the Declarant, during the Period of Declarant Control, and thereafter, the Master Association Board may, in its discretion, approve a private water well on certain Units which such reviewer determines to be of sufficient size to accommodate a well without adversely impacting neighboring property;

(d) Satellite dishes, antennae and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that (i) Declarant and the Master Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Project, and (ii) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennae or satellite dishes designed to receive television broadcast signals (“Permitted Devices”) shall be permitted, provided that any such Permitted Device is placed in the least conspicuous location on the Unit in which an acceptable quality signal can be received and is screened from the view of adjacent Units, streets and Common Areas in a manner consistent with the Community-Wide Standard and the Development Guidelines.

(e) One (1) sign of not more than four (4) square feet advertising a Residential Unit (regardless of the form of ownership) either for sale or rent shall be permitted provided that the sign is removed no later than fourteen (14) days after the sale (closing) of the Unit to a new owner, and no later than five (5) days after a lease is signed for the Unit. No exterior signs advertising Residential Units that are not detached single family residences or townhouses shall be permitted. There shall be no restriction on signs by a builder advertising any Residential Unit prior to the initial occupancy thereof or any Nonresidential Unit.

4. **Leasing of Units.** “Leasing” for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing and all leases of Residential Units shall have an initial term of at least six months. Notice of any lease of a Residential Unit, together with such additional information as may be required by the Master Association Board, shall be given to the Master Association Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Master Declaration, By-Laws, and the Restrictions and Rules.

5. **Not Applicable to Construction Activities.** Notwithstanding anything to the contrary contained in these Rules, nothing contained in these Rules shall be applied so as to restrict in any way any activity relating to the construction of any structures or other improvements (whether initial construction of site improvements or structures, or the construction of tenant improvements, or reconstruction following a casualty or condemnation).

### **SECTION III COMPLAINT RESOLUTION PROCEDURES**

Courtesy and cooperation among residents are a must for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should any complaint remain unresolved, please contact the Association Manager for your respective Residential Association to request assistance. With regard to Nonresidential Units not part of an Additional Association, or with regard to complaints an Additional Associations thinks should be addressed by the Master Association, any complaints should be filed with the Master



Association in writing and document the problem as thoroughly as possible. The Master Association will attempt to resolve the complaint informally. Final recourse for complaints to the Master Association is available through the Master Association Board, which will schedule a panel to hear the complaint. The Board hereby adopts the provisions of Section 55-513 of the Property Owners Association Act and establishes the following complaint Resolution Procedures in accordance therewith.

1. **Informal Procedures for Violations of the Governing Documents.**

(a) Noncompliance with the Governing Documents may be noted by a resident, an Owner, a Member, or an employee of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Master Association. Such notice shall specify the time, date, place and nature of the violation.

(b) Upon receipt of such notice, the Master Association shall attempt to secure compliance by phone call, personal contact or by sending notice to the Owner stating the time, date, place and nature of violation to be corrected and notice that noncompliance or repetition of such violation may result in imposition of sanctions, fines and/or legal action after notice and hearing by the Master Association Board. A record of this action and a copy of all notices sent by the Master Association Board or Master Association and any correspondence relating thereto shall be kept in the Master Association files, and may be sent to the Master Association's legal counsel.

2. **Formal Procedures for Violations of the Governing Documents.**

(a) The filing of a formal complaint with the Master Association Board shall initiate the formal procedures set forth below. No resident, Member or Owner may file a complaint unless the informal procedures set forth in Paragraph 1 above have been exhausted and such violation was not corrected within the time period specified in the notice sent by the Master Association Board or Master Association. The complaint shall identify the specific provisions of the Governing Documents which the Member, Owner or resident is alleged to have violated or to be in continuing violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the informal attempts already utilized to resolve the complaint.

(b) Every resident, Member or Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such resident, Member or Owner, the resident, Member or Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Master Association Board. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner and, if applicable to the resident, at the address(es) of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Master Association Board determines that a violation of the Rules has occurred, the Master Association Board shall have the power to assess charges against any Owner for any violation for which the Owner or the

Owner's family members, tenants, guests, or other invitees are responsible. The amount of any fines assessed by the Master Association Board shall be in an amount 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 Master Association may seek through the legal process.

(c) If the Master Association Board 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 fine of up to \$50.00 per occurrence will be levied for each day the violation is noted during a specified period of time (e.g. six months) and shall be treated as a special assessment against the Owner's Unit or Parcel. The foregoing remedies are in addition to any remedy the Master Association may seek through the legal process.

**QUARTERPATH RESIDENTIAL  
SUBASSOCIATION NO. 1, INC.**

**RULES AND REGULATIONS**

**FOR GREEN HILL CLUSTER**

**May 1, 2015**

**QUARTERPATH RESIDENTIAL SUBASSOCIATION NO. 1, INC.**

**RULES AND REGULATIONS**

**FOR GREEN HILL CLUSTER**

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## SECTION I INTRODUCTION

1. **Authority.** Subsection 6.16 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Quarterpath Residential Subassociation No. 1, as supplemented (the "Declaration"), dated December 18, 2014, recorded in the Clerk's Office of the Circuit Court for the County of James City and City of Williamsburg, Virginia as Instrument No. 142804, provides that the Board of Directors (the "Board") of Quarterpath Residential Subassociation No. 1, Inc. (the "Association") may adopt general rules, including, but not limited to rules to regulate potential problems relating to the use of the Property, as defined in the Declaration, and the well-being of Members and Residents, as both are defined in the Declaration, and that such rules and any subsequent amendments thereto shall be binding on all Members and Residents of the Property, except where expressly provided otherwise in such rule. By resolution effective June 1, 2015, the Board adopted the following rules and regulations governing the Green Hill Cluster of the Property (the "Green Hill Neighborhood") which rules and regulations are set forth below (the "Rules").

2. **Governing Documents.** The Rules should be considered with the Master Declaration of Covenants, Easements and Restrictions for Quarterpath at Williamsburg (Mixed-Use) (the "Master Declaration"), the Declaration, Supplemental Declarations applicable to your Cluster, the Articles of Incorporation of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), and the Guidelines adopted from time to time by the Design Review Committee of the Quarterpath Mixed-Use Community Association, Inc. ("DRC") or the Covenants Committee of the Association established under Article V of the Declaration. The foregoing documents are collectively referred to herein 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. The Quarterpath Mixed-Use Community Association, Inc., serves as the "Master Association" to the Association as described in Subsection 3.1 of the Declaration. All property subject to the Declaration is subject to the DRC and the Development Guidelines, as more particularly described in Subsection 4.1(b) of the Master Declaration.

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

## SECTION II USE OF PROPERTY

1. **Animals.**

A. **Pet Categories.** Pets shall be categorized as follows:

i. **Usual House Pets** shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoises,

domesticated rabbits, mice, and creatures normally maintained in a terrarium or aquarium. All usual House Pets are permitted, subject to the guidelines in this Rule.

ii. Unusual House Pets shall include, without limitation, those animals not generally maintained as pets including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures other than those listed in Subsection i above, or maintained in a terrarium or aquarium. Unusual House Pets are prohibited. Dogs which are of a breed generally recognized as vicious and dogs which display hostile or vicious tendencies are prohibited. Nothing herein shall be deemed to restrict service animals as defined under the American with Disabilities Act, unless such service animal is found to be a nuisance pursuant to Section D below.

B. Requirements And Restrictions.

i. Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Areas, including the private streets of the Property.

ii. Pets shall not be permitted upon the Common Areas unless they are carried or leashed and fully in the control of a person.

iii. No pet may be leashed to any stationary object on the Common Areas and left unattended.

iv. Pet owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.

v. Commercial breeding of pets is prohibited.

vi. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

vii. Every female dog, while in heat, shall be kept confined in the dwelling by its owner in such a manner that she will neither be in contact with another dog nor create a nuisance by attracting other animals.

viii. No more than an aggregate of two dogs or cats (or one of each) shall be permitted to be kept in any Dwelling Unit.

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

i. Pets running at large;

ii. Pets damaging, soiling, defecating on or defiling any private property (other than that of such pet's owner so long as it does not hinder maintenance of the Landscape Areas (Full Yard) or Landscape Areas (Partial Yard)) or the Common Areas;

- iii. Pets causing unsanitary, dangerous, or offensive conditions;
- iv. Pets making or causing noises of sufficient volume to interfere with other Owners' or Residents' rest or peaceful enjoyment of the Property;
- v. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way;
- vi. Failing to confine any female animal in heat to prevent the attraction of other animals; or
- vii. Using a vehicle as a kennel or cage.

D. Procedures For Solving Pet Problems. The following rules and policies are hereby established to address animal problems and to provide guidelines for processing animal questions and complaints.

i. The Association will monitor written complaints concerning any pet-related problems. A notice of violation and/or fine will be issued if the violation is observed and verified by the Association.

ii. Written complaints received by the Association concerning nuisance animals on Owner's Lots, Common Area(s), or Limited Common Area(s) will be processed for a hearing pursuant to SECTION III of the Rules if: (i) the alleged nuisance has affected at least two (2) other Owners, residing on separate Lots, in the Green Hill Neighborhood; and/or, (ii) at the discretion of the Association. A written complaint form must be submitted to the Association along with the signatures of the other affected Owners, stating the particulars (dates and times) of the alleged nuisance. All Owners signing the statement must be willing to attend a Board meeting, to which the animal's Owner has also been invited, for a hearing.

iii. Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis or demonstrating aggressive behavior or a threat to the health and welfare of the Owners, Residents, guests and invitees, may be removed from the Lot after the Owner thereof has received ten (10) days written notice from the Association and has failed to take corrective action. The foregoing notwithstanding, any pet which threatens the safety of any person(s) lawfully on or occupying the Property, shall be permanently removed from the Property immediately if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Association shall provide such notice as is reasonable under the circumstances.

## 2. Antennas and Similar Devices.

A. Antennas used to receive direct broadcast satellite service ("DBS") and antennas used to receive fixed video programming services via multipoint distribution services ("MDS") that are one meter or less in diameter, and antennas designed to receive television



broadcast signals regardless of size (collectively, "Permitted Antennas"), may be installed by an individual Resident or Owner of a Lot. MDS and DBS antennas that are larger than one meter in diameter must obtain written permission from the Board prior to installation. To the extent not regulated by federal law, the only antennas permitted to be installed on Lots are Permitted Antennas.

B. Antennas shall not be installed on or encroach upon any Common Area or any other Owner's Lot or the air space appertaining thereto.

C. Permitted Antennas shall be located in a place shielded from view from the front of each Lot and from other Lots to the maximum extent possible, provided, however, that nothing in this rule requires installation in an area such that an acceptable quality signal cannot be received or if such location unreasonably increases the cost of installation. Without prior written application to and approval by the Board, installation on any the Common Area is prohibited even if an acceptable quality signal cannot be received from a Lot.

D. Owners shall keep their antennas in good condition and repair and shall not permit their antennas to become a safety hazard. Owners shall be responsible for antenna maintenance, repair, replacement and correction of any safety hazard, including without limitation cleaning, repainting or replacement of the exterior surface of any antenna that deteriorates. If antennas become detached, Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. In the event the detachment creates a safety hazard, the Association may remove or repair antennas at the expense of the Owner.

3. **Association Property.** See Article II of the Declaration.

4. **Casualty.** Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a building or other improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. 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 and fenced. An extension may be granted by the Board, in its sole and absolute discretion.

5. **Clothes Drying Equipment.** No portion of a Lot shall be used for the drying or hanging of laundry or the airing of clothes or other items.

6. **Emissions.** See Subsection 6.10 of the Declaration.

7. **Fences.** See Subsection 6.4 of the Declaration.

8. **Flags.** Owners may display flags provided that they are bracket mounted on the front of the house. **No freestanding flags of any type are allowed.**

9. **Garage Doors.** To enhance the aesthetics of the Green Hill Neighborhood, garage doors should be kept closed to the maximum extent possible.

10. **Grills.** Except as provided in Supplemental Declarations, use of portable outdoor grills or other outdoor cooking equipment is permitted on the Lots. When in use, outdoor cooking equipment must be placed behind the dwelling, no closer than six (6) feet from the exterior of the dwelling, and positioned so that smoke will not disturb adjoining Lot(s). Fires must be extinguished promptly after cooking. Permanent grills require approval from the Covenants Committee. Grills, with the propane tank removed, shall be stored when not in use for an extended period inside a privacy fence, shed, garage, patio, deck area or other outdoor enclosure, approved by the Covenants Committee. For fire safety measures, the propane tank must be stored in an open outdoor area and must be shielded from the view of Common Area(s), Limited Common Area(s) and adjoining Lot(s) to the maximum extent possible. Propane, charcoal, or other grills intended for outdoor use may only be used in accordance with all applicable laws.

11. **Group Outdoor Recreational Activities.** In the Common Area(s), Limited Common Area(s) or adjoining Lot(s), group outdoor recreational activities may be permitted at times and in designated areas as approved by the Board. The Board may, but is not obligated to, establish enforceable behavior rules, identify parking areas for bicycles and other play equipment (skateboards, etc.), and provide for trash disposal.

12. **Hazardous Use; Waste.** See Subsection 7.3 of the Master Declaration.

13. **Holiday/Seasonal Decorations.** "Holiday/Seasonal Decoration" as used herein means, those temporary decorations associated with a particular national, state, local or religious holiday. Seasonal decorations may be displayed without DRC or Covenants Committee approval for up to seven (7) days before and seven (7) days after such holiday, except Christmas and Hanukkah decorations which may be displayed from Thanksgiving through January 7 of each year. Owners desiring to display Seasonal Decorations for longer periods shall apply to the Covenants Committee for permission.

14. **Hoses.** Except when in use, hoses shall be stored in a neat and orderly fashion and screened from view.

15. **In-Home Business Use And Application.**

A. **General.**

i. The Covenants Committee will review all in-home business applications on a case by case basis.

ii. All in-home businesses approved by the Covenants Committee are subject to periodic review for compliance with the policies contained herein and any stipulations imposed by the Covenants Committee.

iii. Non-compliance with this policy or Covenants Committee imposed stipulations, deviation from the approved in-home business application, or validated complaints may result in immediate revocation of the Covenants Committee's approval to operate the in-home business.

iv. The rights of Owners to use and enjoy their property for typical residential activities should not be infringed upon by the operation of in-home businesses. To ensure these rights, a Dwelling Unit housing an in-home business must, at a minimum, not be distinguishable from other Dwelling Units of same design that are used only for residential use.

v. The specific points developed herein are not intended to cover all conceivable in-home businesses. Recognizing this, property owners should not assume that their particular in-home business will automatically be approved because they feel it conforms to this policy.

vi. In-home businesses shall be conducted in compliance with all current and future County, State, and other lawful regulations. All applicable permits must be obtained by the in-home business applicants prior to conducting any business transactions.

vii. All in-home businesses in operation without the Covenants Committee's approval are in violation until such approval is granted through these procedures.

viii. These policies have been adopted in consideration of the following major areas of concern: (1) residential character of Green Hill Neighborhood; (2) traffic volume and type; (3) parking related issues; (4) pedestrian safety; (5) "customer" traffic; (6) vehicles used in conjunction with the in-home business; (7) signage; (8) noise; (9) business hours; (10) employees, type and number; (11) impact on Association services; and (12) environmental pollution and safety. These rules are not intended to, nor do they, abrogate the authority of any legally binding law, ordinance, rule or regulation.

B. Considerations.

i. Typically acceptable in-home businesses include the following:

(a) Professional offices.

(b) Business or trade offices for mail order items such as Avon or Mary Kay, where samples may be maintained but stock for distribution and sales to customers on the premises may not be stored.

(c) Photography, arts and crafts activities.

(d) Seamstress and tailoring activities.

(e) Clerical, secretarial activities.

- (f) Tutoring.
- (g) Other businesses as approved by the Covenants Committee.
- ii. Typically unacceptable in-home businesses included the following:
  - (a) Repair or sale of motor vehicles, trailers, boats or related equipment.
  - (b) Sale of goods, within the operator's dwelling, from stock available on the premises.
  - (c) Operations which require the outside display of goods, or outside storage of equipment and materials.
  - (d) Operations which require large numbers of vehicles, or generate increased traffic or parking problems.

C. Traffic Consideration.

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

D. Environmental And Safety Considerations.

- i. Owners/operators shall discharge into the sewer system only those wastes that are permitted by the City of Williamsburg.
- ii. The in-home business shall not produce excess or untypical trash to be set out for collection by the Association's trash collection contractor or any operators trash collection contractor. No noxious or offensive fumes may be produced as a result of the in-home business.
- iii. Owners/operators shall not store or use flammable, explosive or toxic materials other than those identical to typical family residences.
- iv. In-home businesses shall not attract customers in numbers that would make the dwelling discernible from other residences.
- v. No business signs shall be visible from the outside of the Dwelling

Unit.

vi. The activity shall not generate noise in excess of that normally associated with a single family residence.

vii. There shall be no observable activity connected with the operation of an in-home business between the hours of 9:00 p.m. and 8:00 a.m.

E. Administrative Procedures.

i. Any use of residential property for an in-home business shall require an application from the Owner as well as written approval from the Covenants Committee and shall include:

(a) A full description of the intended activity with expected number of employees, hours of operation, and materials used in the operation of the business.

(b) A neighborhood impact statement to include information such as vehicular traffic, parking, deliveries, etc.

ii. Should an application be denied by the Covenants Committee it may be appealed to the Board upon written request. Notice of all Board or Committee decisions will be sent via U. S. Mail within ten (10) days of the date an application was ruled upon. Upon receipt of notification of approval it is the responsibility of the applicant to secure all necessary permits/licenses with the City or State Authorities.

16. Irrigation. See Subsection 6.15 of the Declaration.

17. Lakes, Water Bodies and Other Water Sources. In addition to the covenants set out in Subsection 3.2 of the Master Declaration, and subject to the use of the lakes or other water sources for irrigation purposes by the Developer and the Association, all lakes and other water sources within the Property are aesthetic amenities only, and no other use thereof shall be permitted.

18. Landscaping; Sight lines. See Subsection 8.4 of the Declaration. No Resident or Owner (excluding the Declarant or its successors or assigns) may seed, fertilize, mow, cut, alter or otherwise disturb the area within the Association's landscaping easement. In general, the selection of plant material must be complimentary to the design theme established for each residence. Landscaping in the front and side yards and visible to neighboring properties or from the street must be accomplished in a manner that does not detract from the general appearance of the Green Hill Neighborhood. Any plantings that are intended for the purpose of screening views must be approved by the Covenants Committee. Large mulched areas with minimal plantings will not be permitted except in existing heavily wooded areas.

19. Lawful Use. See Subsection 6.2 of the Declaration.

20. Lawn and Garden. The following rules shall apply:

A. Lawns and gardens shall be well maintained throughout the year. Clippings shall be disposed of in compliance with local ordinances and disposal service requirements.

B. Vegetable gardens require approval from the Covenants Committee and must not be located in the front or side yard of a home.

C. Vegetable gardens must be within a fenced area and screened from view from the street.

D. The Covenants Committee's Rules, Regulations and Policy Statements, when adopted, may contain additional requirements.

E. Accumulation or storage of building materials, litter, refuse, bulk materials, or trash of any kind may not be placed upon any Lot. Owners who are doing alterations or work to their property approved by the Covenants Committee may store a limited amount of materials in the rear portion of their Lot, providing that these materials remain on the Lot only for the duration of the approved construction period.

F. Trash must be placed in metal or plastic containers with tight fitting lids or in such receptacles as provided by the trash disposal company.

G. The provisions of this Section shall not be applicable to Declarant's construction activities.

21. **Leaf Collection.** The burning of leaves and other yard debris within the Property is strictly prohibited. At no time shall leaves be piled in streets for collection without being put in clear plastic bags. Bags shall not be placed by the curb until the night before collection. A Lot Owner shall not rake or blow leaves into the Common Area(s), Limited Common Area(s) or adjoining Lot(s) for collection by the Association.

22. **Leasing.** In addition to the covenants set out in Subsection 6.11 of the Declaration, all absentee Owners shall promptly notify the Association of their new address and phone number and the name, work and home phone numbers of their tenants and management company, as applicable. It is the responsibility of the Owner to ensure that any management company acting on his or her behalf provides the Association with information regarding tenants.

23. **Mailboxes and Newspaper Tubes.** See Subsection 6.6 of the Declaration.

24. **Maintenance.** See Subsection 6.12 of the Declaration.

25. **Mining.** See Subsection 6.15 of the Declaration.

26. **Moving.** Move-ins and move-outs should be conducted between the hours of 7 A.M. and 9 P.M. unless otherwise approved by the Association.

27. **Noise.** See Subsection 7.6 of the Master Declaration.

A. The restrictions in this section shall not apply to the noise emitted by or in connection with the construction of Improvements by Developer or a Parcel Developer.

B. No Owner or occupant of any Lot shall play, or suffer to be played, any musical instrument or suffer to be operated any audio system at such high volume or in such other manner, or operate or suffer to be operated, any power tools, that it shall cause unreasonable disturbances to other Owners or occupants.

28. **Nuisances.** See Subsection 7.6 of the Master Declaration.

29. **Obstructions.** No person shall obstruct any of the Common Area, or otherwise impede the rightful access of any other person on any portion of the Property 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 Area without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Area, except with the proper written approval of the Board.

30. **Parking and Vehicular Restrictions.**

A. **General.** In addition to the covenants set out in Subsection 6.7 of the Declaration relating to vehicles, the following rules shall apply:

i. Parking in the Green Hill Neighborhood shall be restricted to within the driveways, streets and parking areas designed and/or designated for parking. No parking on lawns shall be permitted.

ii. A speed limit of 20 MPH on the streets and 10 MPH in the alleys and parking areas must be observed, unless otherwise posted.

iii. Except for (i) those vehicles used by the Association to carry out its day-to-day operations and (ii) motorized wheelchairs or other devices to assist disabled persons, motorized vehicles are prohibited on the Association's walking paths, trails, or unpaved portions of the Common Area(s), Limited Common Area(s) or adjoining Lot(s).

B. **Restrictions.**

i. The types of vehicles listed in subsections (a) through (j) below may not be parked or stored in open view on residential Lots, Common Area parking spaces, Common Area open space or streets within the boundaries of the Green Hill Neighborhood, except in such areas, if any, designated for such purpose by the Board. Any such vehicle may be stored in a garage out of open view. Such vehicles may also be temporarily parked in a private driveway for a period not to exceed twenty-four (24) hours. Any such vehicle owned by guests of Owners or Residents may be parked in open view for a temporary period not to exceed two (2) days without prior approval from the Board. These restrictions shall not apply to the types of vehicles described in subsections (g), (h) and (j) when parked in connection with the initial construction of a Structure or in connection with the provision of commercial services to the Declarant, the Association or other Owners. Service vehicles for repairs and/or construction may

park within the Green Hill Neighborhood between 6 A.M. and 10 P.M. except in the case of emergencies.

- (a) Any boat or boat trailer;
- (b) Any motor home or self-contained camper;
- (c) Any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck;
- (d) Any mobile home, trailer or fifth wheel vehicle;
- (e) Any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance;
- (f) Any other vehicle not defined above which is not normally or regularly used for daily, transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Virginia;
- (g) Any vehicle defined as a commercial vehicle by Virginia state law;
- (h) Any vehicle with commercial signs, advertising or visible commercial equipment, including passenger cars, vans and trucks normally used for private purpose but painted with or carrying commercial advertising, logos or business names or carrying visible commercial equipment;
- (i) Private or public school or church buses; and
- (j) Any vehicle exceeding eighteen (18) feet in length and/or eight (8) feet in a width or which is more than three (3) tons gross weight, irrespective of whether or not such vehicle would otherwise be permitted in accordance with other terms of this Rule.

ii. Junk or derelict vehicles may not be parked or stored in open view on residential Lots, Common Area parking spaces, streets or on Common Area open space within the boundaries of the Community. A vehicle shall be deemed to be a derelict vehicle if it is missing any necessary parts, such as, but not limited to, tires, wheels, engine, etc., that are necessary for operation of the vehicle on public streets. A vehicle shall also be classified as a derelict vehicle if it does not have a current state inspection sticker or current license.

iii. The performance of major repairs to vehicles, including painting and the drainage of automobile fluids, is not permitted on any Lot or on Common Areas within the Community.



iv. Vehicles may not be parked or stored unattended in a hazardous condition including, but not limited to, vehicles on jacks or blocks.

C. Common Area Parking Spaces And Parking On Private Streets.

i. Owners and their guests are entitled to use the Common Area parking spaces on a first-come, first-served basis, except that the Board reserves the right to assign parking spaces for guests and visitors at the Board's discretion.

ii. Vehicles must be parked so as not to obstruct other parking spaces, sidewalks or ingress and egress areas.

iii. No vehicles other than those clearly indicated as operated by or for a handicapped person shall be parked in spaces reserved for handicapped parking.

iv. Vehicles may be parked only in designated parking spaces. All vehicles must comply with "No Parking" areas as posted or designated.

D. Association Not Responsible. Nothing herein shall be construed to hold the Association or the Board responsible for damage to vehicles or the loss of property from vehicles parked on the Common Areas.

E. Enforcement.

i. The Association shall have the authority to issue a warning notice to vehicles which are in violation of this parking policy. The notice shall be placed on the vehicle and a carbon copy retained by the Association.

ii. Vehicles which are in violation of this Rule are subject to being towed at the owner's risk and expense, forty eight (48) hours from the date of tagging, except that any vehicle previously posted for violation of any of these regulations shall be subject to towing without notice for a repetition of said violation.

iii. In lieu of, or in addition to, towing vehicles which are in violation of this Rule, the Board may impose penalties in accordance with the provisions of SECTION III.

31. Play Equipment, Strollers, Etc. All bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers, and similar items shall be stored so as not to be visible from Common Area(s), Limited Common Area(s), and/or adjoining Lots when not in use. All recreation and playground equipment including, but not limited to, swing sets, play gyms, sand boxes, play forts, etc. require Covenants Committee approval and may not be placed in the front or side yards. All such equipment shall be restricted to locations at the rear of the Dwelling Unit. All equipment shall be removed from the Lot after its useful life has been exhausted.

32. Pools.

A. Aboveground swimming pools are prohibited.

B. Inflatable or plastic children's wading pool are permitted providing they are within the rear yard and out of view from the street. When not in use, wading pools must be emptied so as not to cause a drainage or insect problem. These temporary pools must be removed upon the ending of the season and stored out of view.

C. In-ground swimming pools and hot tubs are permissible in the rear yard. A site plan showing the location, its relationship to existing structures, as well as dimensions, type and color of proposed materials and any proposed decking around pool or hot tub must be submitted and approved by the Covenants Committee, prior to installation. All pools or hot tubs must either be covered or have fencing around the perimeter for safety measures. The Covenants Committee may in its sole discretion dictate the size, location, and color of these structures. The Covenants Committee may also require additional fencing or landscaping around such structures.

33. **Recreational/Athletic Equipment - Basketball Goals.** Full-size portable and permanent pole-mounted basketball goals are authorized for use only by single-family Dwelling Units where each home has a driveway that is designated exclusively for the use of a single residence and provided they are located behind the dwelling. The following guidelines must be observed in the case of permanent pole-mounted basketball goals or portable basketball goals if the basketball goal is to be left outside for an indefinite period of time.

A. Basketball goals may not be located on any Common Area(s), Limited Common Area(s), or alleyway. The goal must be properly maintained (including the net) and must be of proper construction.

B. The base of a portable goal should be filled with sand or other suitable material to provide stability to the structure. Objects may not be placed on the goal's base.

C. Play is permitted between 9:00 AM and 9:00 PM. If a portable goal is to be folded down for maintenance, or for other reasons, it should be stored inside a privacy fence, shed, garage or other backyard area where it will not be visible by neighboring properties.

D. The Covenants Committee must approve permanent, pole-mounted basketball goals prior to their placement on a Lot. Owners must submit an application for exterior alteration that includes the signatures of surrounding property owners. The application must also include a diagram showing the desired placement of the goal on the Lot. Mounting basketball backboards and goals to the structure or surface of the home in any way is not permitted.

E. Only one permanent or portable basketball goal is permitted on a Lot.

34. **Recreational/Athletic Equipment - Other.**

A. Permanent recreational/athletic equipment (i.e., baseball cages, skateboard ramps, hockey or soccer nets, basketball hoops/backboards, etc.) require Covenants Committee approval.

B. All permanent recreational equipment located on the Residential Subassociation No. 1 Common Area(s) or Residential Subassociation No. 1 Limited Common Area(s) must be approved by the Covenants Committee, which approval is subject to the approval of the Board, in their sole and absolute discretion.

C. Except for full size portable basketball goals used in compliance with Section 34 above, when not in use, all other 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 may not be set up and used on any Residential Subassociation No. 1 Common Area(s) or Residential Subassociation No. 1 Limited Common Area(s), except in connection with scheduled and approved use of these areas. Any such equipment used in connection with scheduled and approved uses of an area shall be removed at the completion of each scheduled use, unless otherwise permitted in writing by the Board.

E. Play is permitted between 9:00 AM and 9:00 PM. Any such equipment used in connection with scheduled and approved uses of an area shall be removed at the completion of each scheduled use, unless otherwise permitted in writing by the Board.

35. **Resident Contacts.** All Owners must provide the Association with the name, address and phone number(s) of each occupant and of persons to be notified in emergencies.

36. **Sale of Lots.** Virginia law requires Sellers of residential property to make certain disclosures to their purchasers. Upon an Owner's request, the Association will provide a disclosure packet as required by Section 55-509.5 of the Virginia Property Owners Association Act. The Association charges a fee for providing the disclosure packet.

37. **Signs.** In addition to the covenants set forth in Subsection 6.6 of the Declaration, the following rules regarding signs shall apply. No sign of any kind may be displayed to the public view on any Lot except as follows:

A. One (1) sign in a size and design prescribed by the Association identifying the street address numbers.

B. One (1) sign in a size and design prescribed by the Association advertising the property for sale or rent, provided the sign is removed no later than seven (7) days after the sale (closing) of the property to a new owner.

C. One (1) sign in a size and design prescribed by the Association used by the Builder to advertise the property during the construction or sale period, such sign having been approved by the Covenants Committee.

D. 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 and shall be removed within two (2) days after such election and shall not have a maximum elevation in excess of six (6) feet.

E. Freestanding, temporary signs are permitted to inform residents of Green Hill Neighborhood events. The sign must be of suitable size not to exceed six (6) square feet (recommended 3' x 2') and must be placed on the exit side of a Green Hill Neighborhood street. Signs may be displayed fourteen (14) days in advance of the event and must be taken down within 24 hours after the event.

38. **Solar Collectors.** Due to the large visual impact on the Green Hill Neighborhood, large solar collectors on houses or on the Lots must be approved by the Covenants Committee. Any other solar application may be approved by the Covenants Committee if deemed to have a minimal impact on the community. The Covenants Committee may in its sole discretion dictate the size, location, color, and types of structures that are permitted and may require additional landscaping or fencing around such structures.

39. **Solicitation/Pamphleteering.** Soliciting and pamphleteering is prohibited within the entire Green Hill Neighborhood. Under special circumstances, with the written permission of the Board, exceptions to this rule will be allowed on a case by case basis in the sole and absolute discretion of the Board.

A. Anyone desiring to solicit within the Green Hill Neighborhood for any reason must submit an application for approval by the Board. Once the Board has approved the application, the applicant must obtain a permit at the Association office. This permit will identify the solicitor by name and define the period of time that they will be permitted to solicit. There is a \$ \_\_\_ administrative fee and a \$ \_\_\_ deposit that will be refunded when the permit is returned within 24 hours of its expiration.

B. For those with the proper permit, soliciting shall only be conducted Monday through Saturday between the hours of 10:00 A.M. and 5:00 P.M. Official Publications of the Association and the Green Hill Neighborhood are exempt from this rule.

40. **Trailers.** See Subsection 6.7 of the Declaration.

41. **Trash.**

A. In addition to the covenants set out in Subsection 6.5 of the Declaration regarding trash, all garbage and trash stored on the Property shall be kept in covered containers, and, except when placed at pick-up site the evening prior to pick-up and removed the evening after pick-up, shall be kept inside a privacy fence, shed, garage or other concealed or screened area. Trash containers shall not be kept in driveways, on sidewalks or in front yards.

B. Trash, leaves, and other articles may not be burned on the Lots or Common Areas.

42. **Underground Utilities.** See Subsection 8.6 of the Declaration. All electric, gas, telephone, cable, and other utility services shall be placed underground.

43. **Use Of Common Areas.**

A. The Residential Subassociation No. 1 Common Areas shall be used only for the purposes intended. Storage of anything is prohibited on the Common Areas. Pedestrian and vehicular ways shall not be obstructed.

B. No motorized vehicles shall be operated on any of the Residential Subassociation No. 1 Common Area open spaces except for those vehicles used by the Association for maintenance purposes.

C. Owners shall not place litter or debris on any Common Areas.

44. **Use of Lots.**

A. **Purpose.**

i. All Dwelling Units in the Green Hill Neighborhood are to be used for residential purposes only.

ii. Home professional offices or commercial use may be maintained only in accordance with the provisions of the Declaration, any requirements of applicable State or City law, and must be approved in advance by the Covenants Committee as outlined in Subsection 15.

iii. Those activities conducted as part of the marketing and development program of the Parcel Developer of residences within the community and home occupations in accordance with the Declaration and Supplemental Declarations as applicable are not considered commercial use.

B. **Additional Restrictions.**

i. No Lots or Dwelling Units shall be further subdivided, conveyed, transferred, or separated into smaller Lots by any Owner.

ii. Screened porches are not permitted. Garages may not be converted to, or used for, living space.

45. **Window Treatments.** Drapes and other window treatments (such as blinds or shutters) must have a solid lining or backing.

46. **Yard/Garage Sales.** Yard/garage sales are not permitted within the Green Hill Neighborhood, except that the Association may sponsor a community yard/garage sale at the discretion of the Board.

**SECTION III  
COMPLAINT RESOLUTION PROCEDURES**

1. **Purpose.** Courtesy and cooperation among Owners and Residents are a must for community living. When complaints involve neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if any Owner or Resident feels uncomfortable talking to the neighbor, the Owner or Resident should contact the Association to request assistance. The complaint filed with the Association should be in writing and should document the problem as thoroughly as possible. The Association will attempt to resolve the problem informally. Final recourse is available through the Board, which will schedule a panel to hear the complaint. The Board hereby adopts the provisions of Section 55-513 of the Property Owners Association Act and establishes the following complaint Resolution Procedures in accordance therewith.

2. **Informal Procedures for Violations of the Governing Documents.**

A. Noncompliance with the Governing Documents 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 in writing to the Association. Such notice shall specify the time, date, place and nature of the violation.

B. Upon receipt of such notice, the Association shall attempt to secure compliance by phone call, personal contact or by sending notice to the Owner stating the time, date, place and nature of violation to be corrected and notice that noncompliance or repetition of such violation may result in imposition of sanctions, fines and/or legal action after notice and hearing by the Board. A record of this action and a copy of all notices sent by the Board or Association and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

3. **Formal Procedures for Violations of the Governing Documents.**

A. The filing of a formal complaint with the Board shall initiate the formal procedures set forth below. No Resident or Owner may file a complaint unless the informal procedures set forth in Subsection 2 above have been exhausted and such violation was not corrected within the time period specified in the notice sent by the Board or Association. The complaint shall identify the specific provisions of the Governing Documents which the Owner or Resident is alleged to have violated or to be in continuing violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the informal attempts already utilized to resolve the complaint.

B. Every Resident or Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such Resident or Owner, the Resident or Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed

by certified mail, return receipt requested, to the Owner and, if applicable to the Resident, at the address(es) of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Governing Documents has occurred, the Board shall have the power to assess charges against any Owner for any violation for which the Owner or the Owner's family members, tenants, guests, or other invitees are responsible. The amount of any fines assessed by the Board shall be in an amount 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.

C. If the Board 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 fine of up to \$50.00 per occurrence will be levied for each day the violation is noted 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.

D. If there is any inconsistency between any of these rules and regulations and any of the provisions of the Declaration, the Declaration governs.

E. Notwithstanding anything to the contrary contained in Rules, none of the rules and regulations shall restrict any Land Development Activity.

UPLOADED  
4/27/2021