

RULES AND REGULATIONS

ROLLING WOODS HOMEOWNERS ASSOCIATION OF WILLIAMSBURG, INC.

Whereas, Article VII of the Bylaws of the Rolling Woods Homeowners Association (the "Bylaws") provide the Board of Directors with the power to adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of Members, their household members and guests; and

Whereas, Article VII of the Bylaws provide the Board of Directors with the power to establish penalties for any infraction of the rules and regulations; and

Whereas, Article VII of the Bylaws provides the Board of Directors with the power to suspend a Member's voting rights and the Member's right to use recreational facilities during any period in which the Member is in default of the payment of any assessment; and

Whereas, Article VII of the Bylaws provides the Board of Directors with the ability to suspend a Member's right to use recreational facilities, after notice and hearing, for a period not to exceed 60 days, for any violation of the rules and regulations; and

Whereas, the Property Owners Association Act (Va. Code Ann. § 55-508, et seq.) provides the Board of Directors to establish rules and regulations related to any other areas of responsibility assigned to the Association by the Declaration.

Now, therefore, BE IT RESOLVED, that the Board of Directors adopts the following rules and regulations:

A. Definitions.

- 1. Rolling Woods Common Areas:** The Common Areas of Rolling Woods consist of a boundary of greenspace which encompasses significant items such as the entrance sign and landscaping, community kiosk sign, Rolling Woods Commons and common area ponds, plantings and trees, all serving to bound and identify the community and enhance the appearance of the neighborhood.
- 2. Rolling Woods Commons:** The Commons offers the membership a driveway and parking area, large landscaped grass park, picnic pavilion, playground and other

recreational amenities (the "Park"). This area borders on other members' properties and thus use of the Park requires respect for these members.

- 3. Ponds:** Three drainage ponds in the neighborhood are in place for stormwater management, and act as buffers for stormwater flowing to the Chesapeake Bay required by various County, State and Federal law. The performance and health of the ponds depends on the maintenance of a 5 foot buffer of grass and other plantings at water's edge.

B. Rules:

1. Members are responsible for compliance with these rules and regulations by their household members, tenants and guests.
2. Members, their household members, tenants and guests shall not cause damage or permit others to cause damage to the Rolling Woods Common Areas, the Park and the Ponds.
3. Any person(s) causing damage to the Rolling Woods Common Areas, the Park or the Ponds by breakage, cutting, vandalism, or other such actions shall pay the associated costs for repair or replacement, and be prosecuted according to the full extent of appropriate law.
4. The Park is open daily (from sunrise) until sunset only to Members, their household members and/or their guests.
5. No vehicles are allowed on the Park grounds beyond the fence line.
6. No horseplay, loitering, or loud and/or disturbing activities are allowed in the Park or on the Rolling Woods Common Areas. Loud and/or disturbing activities are those activities that cause annoyance to other Members and will generally be determined as such by the Members whose Lots neighbor the Park and/or Rolling Woods Common Areas in concert with the Board; and may also be defined here as activities which rise to the threshold of "disturbance of the peace" as charged by police authorities.
7. No vehicles of any type or any other item are permitted in the driveway of the Park unless a Member, household member or guest is attending the Park.
8. No vehicles of any type or any other item are permitted in the driveway of the Park outside of Park hours.
9. Vehicles of any type or any other item that are in the driveway of the Park in violation of these rules will be towed or removed at the owner's expense. The

Association shall not be responsible for any damages or claims of injury by the owner resulting from towing or removal.

10. The buffer areas of the Ponds shall not be cut, chemically treated, or otherwise disturbed where it lies adjacent to or within the Members' Lot. Only contract landscapers and pond maintenance providers have authority to disrupt this buffer at the direction of the Board.
11. Members residing adjacent to the Ponds shall not place any other materials in the water or on the pond bottom which disrupts the water/aquatic life or emplaces waste materials, grasses, tree materials, etc. on the bottom.
12. Any person(s) disrupting the buffer areas of the Pond or the Ponds shall be required to return it to its original condition and pay the associated costs and any fine levied by James City County or any other governmental authority. Acts of vandalism as determined by the Board will also be prosecuted to the full extent of appropriate law.
13. Dogs, cats and other similar household pets are permitted, however, pets shall not be permitted if they are kept, bred or maintained for commercial purposes.
14. Members shall immediately clean up after pets on streets, street-side right of ways, other members' properties, the Rolling Woods Common Areas, Park and Ponds. The Park is equipped with a Dog Valet pet waste box that Members shall use in the Park.
15. All pets must be registered and inoculated as required by law.
16. Pet owners are fully responsible for any personal injuries and/or property damage caused by their pets.
17. Pet owners must have control of their pet at all times when they are outside of their Lot. Pets that are walked on the Rolling Woods Common Area or the Park must be leashed or carried.
18. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance to the neighborhood.
19. A noxious or offensive activity shall be determined by Members surrounding the property where such conduct occurs and in concert with a determination by the Board of Directors. A noxious or offensive activity is further defined as an activity which rises to the threshold of a "disturbance of the peace" as charged by police authorities. However, the Board may judge an activity to be a nuisance in cases where police authorities do not charge a Member with disturbing the peace, yet neighboring members are offended or annoyed by the activity.

20. No trailers, boats, campers or other mobile equipment, except passenger automobiles and small trucks may be parked on the streets or on any Lot within the front property set back line.
21. Trailers are defined as any platform towed behind any vehicle which is required to be registered as a trailer, or if not currently registered would be required to be registered as a trailer. Boats are defined as any craft that is used on or in the water. Small trucks are defined as vehicles that are not required to be registered as a commercial vehicle and the operator is not required to carry a commercial driver's license.
22. Trucks which are required to be registered as a commercial vehicle, and the operator is required to carry a commercial driver's license, may not be parked on the streets or on any lot within the front property setback line. Trucks which are not currently registered but would require a commercial registration also may not be parked on the streets or on any lot within the front property setback line.
23. Trash, garbage or other waste shall be kept in sanitary containers which shall be kept in a clean and sanitary condition and stored at the rear of the house on the Lot.
24. Trash, garbage, other waste or any other rubbish shall not be permitted on any Lot.

C. Enforcement.

1. The Board of Directors shall have the power to (i) 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 60 days past due, to the extent that access to the Lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant and (ii) assess charges against any Member for any violation of the Declaration or these Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible.
2. Before any such charges or suspension may be imposed, the Member shall be given an opportunity to be heard and to be represented by counsel before the board of directors or other tribunal specified in the documents. 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 with the association at least fourteen days prior to the hearing.
3. 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 50 dollars

for a single offense or 10 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 Va. Code Ann. § 55-516. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days. After the date a lawsuit is filed challenging any such charges, no additional charges shall accrue. If the court rules in favor of the Association, it shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to this section against the Member prior to the action.

4. 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 seven days of the hearing.

Adopted by the Board of Directors at a duly called meeting at which a quorum was present on NOVEMBER 29TH, 2009.

K. VIZIRA, Secretary

UPLOADED
6/15/2021