

Rules and Regulations

Stonehouse Owners Foundation (Incorporated in Virginia)

STONEHOUSE OWNERS FOUNDATION, INC.
Pool & Fitness Room Policy and Procedure
2019

The Stonehouse Owners Foundation, Inc. - Laurel Grove Park Pool, and Fitness Facility are for the exclusive use of Stonehouse Glen residents and their guests. Entry into the pool and fitness center requires that a specially issued Stonehouse Glen wrist band be worn by any individual **10 years of age and older**. Residents will be required to complete the attached application to receive the band(s). There will be no charge for the initial bands, however there will be a fee of \$10.00 per band for any **replacement** bands. Residents must be current with their association assessments and have no open rule infractions to receive a band(s). The resident picking up the wrist band(s) for the household must provide proof of residency. (Drivers license, picture ID, etc). All members and their guests use the pool, pool area and fitness center at their own risk. Up to four bands of a different color will be available per household for guests only during registration. If you require additional **temporary** guest bands for out of town visitors you must contact Chesapeake Bay Management at 706-3019, complete guest form, and remit a \$10.00 per band deposit. Deposit will be returned when temporary bands are returned to the management office.

Even though wrist bands are being issued, residents must still sign into the fitness center and pool facility to include name, address, date and time when using those facilities. The reason is threefold: (1) track overall facility use; (2) reconstruct a timeline should misuse occur; (3) allow for emergency notification should someone need personal or medical assistance.

Wrist bands can be applied for and picked up at the Chesapeake Bay Management Office located at 287 McLaws Cir. Suite 1, Williamsburg or by appointment at the Laurel Grove Park Clubhouse on Thursdays. Call 757-706-3019 to arrange a time:

CBM Office Hours By Appointment

- a) Memorial Day through Labor Day - Monday through Thursday 8:30 AM until 5:30 PM and Friday, 8:30 AM until Noon.**
- b) Labor Day to Memorial Day – Monday through Friday – 9:00 AM until 5:00 PM.**

Laurel Grove Park Clubhouse

By Appointment on Thursdays- between the hours of 10:00 AM and 1:00 PM.

1. The fitness center is open 24 hours and requires code access for entry. The rules for using the fitness facility are posted on the wall.
2. The pool is open daily from Memorial Day Weekend through Labor Day Weekend. Hours of operation are:
 - a. Monday, Tuesday, Wednesday, Thursday, Saturday and Sunday from 10:00 a.m. to 7:45 p.m.
 - b. Friday from 10:00 a.m. to 8:45 p.m.
 - c. The pool area must be vacated by 8:00 PM Monday, Tuesday, Wednesday, Thursday, Saturday and Sunday and by 9:00 PM on Friday.
3. A first aid kit is located in the lifeguard office.
4. An emergency telephone is located on the lower level, exterior wall of the clubhouse.
5. The lifeguard is in charge of the pool and must be obeyed and respected at all times. Therefore, the lifeguard retains the authority to request residents and their guests to leave the pool area

for safety issues (e.g. storm approaching, pool chemical imbalance, etc.) as well as for infractions of these rules or unsafe or inappropriate behavior. Verbal abuse of staff or other members may result in loss of facility access. The lifeguard is the arbiter of appropriate behavior.

6. No running, horseplay, or offensive behavior or language will be tolerated. The lifeguard has the discretion to ask anyone creating a disturbance to leave the pool. Repeated behavior of this nature will result in expulsion from the pool.
7. Alcoholic beverages are prohibited in the enclosed pool area.
8. Shallow water – No diving is allowed at any time. No backward jumping into the pool or jumping onto any floatation device is allowed.
9. No playing on the ladders or hanging on the safety ropes.
10. Members and Guests should not swim alone.
11. No person under the influence of alcohol or drugs is permitted to use the pool.
12. No animals or pets are allowed in the pool or on the deck area except for service pets.
13. Trash and liter must be placed in containers provided.
14. No glassware of any kind is allowed in the pool or deck area. Only unbreakable containers for food or beverage may be brought into pool area.
15. No person with skin, eye, ear or nasal infections is allowed in the pool.
16. No person with a communicable disease is allowed in the pool.
17. Any person who is incontinent, or children not potty trained must wear tightly fitted swim diapers. Parents are encouraged to check their children's swim diaper regularly and change them often. Potty trained toddlers should be encouraged to go to restroom facilities frequently.
18. Do not use the pool if you have active or had diarrhea in the past week. If a fecal accident occurs, all swimmers must exit the pool immediately. The pool will be closed, cleaned, disinfected and tested. The pool must be proven to be free from contamination before it can be reopened. Repeat offenses of fecal matter accidents caused by a particular guest or family may result in the cost of the cleaning being assessed to them.
19. Chemicals are used in the pool to ensure a sanitary and safe water environment and conditions will be tested and documented on a regular basis. If unacceptable conditions occur; the management company and the pool company reserve the right to close the pool at any time to preserve the health and well-being of members and guests.
20. All persons using the pool do so at their own risk. Owners and management are not responsible for accidents or injuries.
21. Pool patrons are not allowed in the lifeguard office or on the lifeguard chairs at any time.
22. Lifeguards will be provided during normal operating hours. Lifeguards will take a 15-minute break every hour.
23. Smoking is prohibited inside the pool fenced area. Smoking is allowed in designated smoking areas only. The only designated smoking area at Laurel Park Grove is in the garden area adjacent to the clubhouse.
24. In case of thunder and/or lightning, the lifeguard will clear the pool and pool deck. Swimming may resume after no lightning and/or thunder is heard for 30 minutes, in accordance with National Weather Service recommendations.
25. Any behavior that threatens the enjoyment or safety of other residents may result in expulsion from the pool area on a permanent basis.
26. Conduct of all guests is the direct responsibility of the member. Resident must remain at the pool facility and fitness center while guests are present.
27. Reasonable size floats and swim boards are permitted in the pool provided they are controlled and do not cause safety issues.

28. Low profile pool/sun chairs are permitted on the shallow end pool shelf provided they are occupied/attended and removed from the pool after use.
29. It is the responsibility of every member to ensure only residents and bona fide guests use the pool and fitness facility. If a member suspects that someone who is not authorized is using the facilities they need to report the perceived misuse. At the pool report your concerns to the lifeguard. For the fitness facility issues report the time and circumstances to Chesapeake Bay Management.
30. Chesapeake Bay Management has the authority to deny large unannounced groups from using the pool facility particularly when those unannounced groups might exceed the lifeguard's ability to safely monitor pool activity. Such occasions might be when a significant number of young children might be involved in the group.
31. Unauthorized use or misuse of the wrist band(s) could result in confiscation of the wrist band(s), forfeiture of the resident's amenity privileges and/or be subject of a formal disciplinary hearing before the Board of Directors.

The purpose of these rules is to create an environment where all Stonehouse Owners Foundation members and their guest(s) can enjoy themselves in a safe and pleasant atmosphere. Your cooperation is earnestly solicited. Complaints concerning the operation of the pool should be directed first to the Head Lifeguard. If further discussion is warranted, please speak with the Chesapeake Bay Management Office at 757-706-3019.

Prepared By and Return To:
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Parcel ID: 0540100015 (portion)

**SUPPLEMENTAL DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS**

STONEHOUSE OWNERS FOUNDATION

(Tract 3, Parcel A)

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ("Supplemental Declaration") is made this 14th day of March, 2019, by SCP-JTL STONEHOUSE OWNER 2 LLC, a Delaware limited liability company ("Declarant") [note to clerk: please index as both "Grantor" and "Grantee" for recording purposes].

RECITALS:

A. By instrument entitled "Declaration of Protective Covenants and Restrictions Stonehouse Owners Foundation" dated February 7, 2006, and recorded July 17, 2006 in the Clerk's Office of the Circuit Court for the City of Williamsburg and the County of James City (the "Clerk's Office") as Instrument Number 060017112 (the "Original Declaration"), Stonehouse At Williamsburg, LLC, a Virginia limited liability company (the "Initial Declarant") subjected certain real property more particularly described therein to certain covenants, conditions, easements, liens, charges, and restrictions set forth therein.

B. By instrument entitled "Assignment and Assumption Agreement of Declarant Rights" dated May 25, 2010, and recorded in the Clerk's Office as Instrument Number 100012863 (the "First Assignment Agreement"), the Initial Declarant assigned all of its right, title, and interest as the "Declarant" under the Original Declaration to GS Stonehouse Green Land Sub LLC, a Delaware limited liability company, and GS Stonehouse Green Land Sub 2, a Delaware limited liability company (collectively, the "Subsequent Declarant").

C. By instrument entitled "Amended and Restated Declaration of Protective Covenants and Restrictions Stonehouse Owners Foundation" dated November 12, 2010, and recorded November 12, 2010 in the Clerk's Office as Instrument Number 100024411 (the "Original Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety.

D. By instrument entitled “Supplemental Declaration of Protective Covenants and Restrictions Stonehouse Owners Foundation (Tract 12)” dated May 31, 2011, and recorded in the Clerk’s Office on June 16, 2011 as Instrument Number 110012982, the Subsequent Declarant submitted certain land more particularly described therein to the covenants, conditions, easements, liens, charges, and restrictions contained in the Original Amended and Restated Declaration, as well as to certain additional covenants, conditions, easements, liens, charges, and restrictions set forth therein. The Original Amended and Restated Declaration, as supplemented, amended, and modified by such, and as may have been further supplemented, amended, and modified, shall be referred to as the “Declaration”.

E. By instrument entitled “Assignment of Declarant’s Rights (Stonehouse Owner’s [sic] Foundation)” dated April 28, 2016, and recorded in the Clerk’s Office on June 10, 2016 as Instrument Number 160010676 (the “Second Assignment Agreement”), the Subsequent Declarant assigned all of its right, title, and interest as the “Declarant” under the Declaration to SCP-JTL Stonehouse Owner 2 LLC, a Delaware limited liability company (which shall be referred to here as the “Declarant”).

F. Declarant is the owner of those certain parcels of real property located in James City County, Virginia described in Exhibit A attached hereto and made a part hereof (the “Property”).

G. Declarant has the right to, and intends to, submit the Property to the covenants, conditions, easements, liens, charges, restrictions, and other provisions set forth in the Declaration and this Supplemental Declaration.

NOW, THEREFORE, Declarant declares that the Property is hereby subjected to and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, easements, liens, charges, restrictions, and other provisions set forth in the Declaration (as may be amended, restated, amended and restated, modified, or supplemented from time to time), the terms, covenants, conditions, easements, liens, charges, restrictions, and other provisions of which are incorporated herein by reference, and to the following additional covenants, conditions, easements, liens, charges, restrictions, and other provisions set forth in this Supplemental Declaration (as may be amended, restated, amended and restated, modified, or supplemented from time to time).

1. **Sheds and Accessory Buildings.** Notwithstanding Article VII, Section 7.1(s) of the Declaration, no accessory building shall be moved onto or constructed on any Lot. For the purposes of this Supplemental Declaration, an “Accessory Building” shall mean any structure, temporary or permanent, that is incidental to and/or services the dwelling unit on the Lot, including, by way of illustration and not limitation, sheds, shacks, barns, stables, and/or similar structures. The guidelines adopted by the Architectural Review Board, from time to time, may contain further limitations with respect to Accessory Buildings.

2. **Participating Builder Contribution.**

(a) The following definitions shall apply:

“Participating Builder” means a Person who purchases one or more Lots for the purpose of constructing a dwelling thereon for resale, who has been designated in writing by Declarant as a Participating Builder, but shall not mean or include a Parcel Developer, Declarant, and/or their respective subsidiaries and affiliates.

“Participating Building Contribution” means five hundred dollars (\$500) per Lot or such greater amount as agreed to in writing between the Declarant and the Participating Builder. The Participating Builder shall cause the Participating Builder Contribution to be disbursed to the Association upon settlement of the Participating Builder’s purchase of each Lot subject to this Supplemental Declaration.

(b) The Participating Builder Contribution is intended to compensate the Association for any and all fees, costs, and expenses associated with those Association-provided services and/or facilities that benefit the Participating Builder’s Lot while such Lot is unimproved, and during the construction of a dwelling on such Lot for resale purposes. Notwithstanding any provision to the contrary in the Declaration, a Participating Builder shall not be obligated to pay any General or Special Assessments to the Association with respect to Lots owned by such Participating Builder; provided, however, that General and Special Assessments, if applicable, will begin to accrue and be payable for such Lots upon the earlier of: (i) the occupancy of the dwelling constructed on such Lot; or (ii) the date upon which a Person (other than Declarant, a Parcel Developer, and/or a Participating Builder) acquires record title to such Lot.

(c) The Participating Builder Contribution, together with interest thereon, late charges, and costs of collection, including all attorney’s fees (as the same apply to unpaid assessments under the Declaration), shall be a continuing lien upon the Lot upon which each such Participating Builder Contribution has accrued, in order to secure payment thereof, and shall also be the personal obligation of the Participating Builder. Such lien may be enforced in the same manner, and shall have the same priority and effect, as a lien for unpaid assessments under the Declaration.

3. **Townhome Lots / Neighborhood.** Exhibit A hereto describes certain Lots on which will be constructed single family attached dwellings commonly referred to as “townhomes” or “townhouses”, and certain Parcels that are anticipated to be resubdivided into Lots on which will be constructed “townhomes” or “townhouses”. Such Lots on which will be constructed townhomes (and Lots resulting from when such Parcels are resubdivided into Lots on which will be constructed townhomes) shall be referred to as “Townhome Lots”.

(a) **Designation**

All Townhome Lots subject to this Supplemental Declaration shall further constitute a “Neighborhood” as defined in Section 1.18 of the Declaration. Such Neighborhood shall be referred to as “Stonehouse Townes”. Stonehouse Townes may include other Lots containing

townhomes, which were previously subjected to the Declaration, and may in the future include Lots that will contain townhomes, which will be subjected to the Declaration.

(b) **Assessments**

1. **Establishment.** The Townhome Lots shall be subject to Neighborhood Assessments, as described in Section 5.3(b) of the Declaration. The Board of Directors of the Association may increase or decrease the Neighborhood Assessments from time to time to reflect anticipated costs of the following, and changes in such costs from time to time.

2. **Services.**

a. **Mowing and Trimming.** Subject to the limitations contained herein, the Association shall mow and trim all of the grass on the lawns of the Townhome Lots, and the cost of such shall constitute a Neighborhood Assessment on each Townhome Lot, assessed pro rata among all Townhome Lots. Owners of Townhome Lots shall be responsible for planting, seeding, watering, and generally maintaining all of the grass on the lawns of the Townhome Lots, and must provide access to the Association and its agents for the purpose of performing the mowing and trimming. Failure to provide access may result in denial of such service without offset or rebate of the Neighborhood Assessment. To the extent (if any) that a Townhome Lot is improved with landscaping that inhibits the ability of the Association, or adds to the degree of work needed for the Association, to mow and/or trim the grass on such Townhome Lot, then the Owner (and all future Owners) of such Townhome Lot shall be responsible for mowing and trimming the grass on all portions of the Townhome Lot that the Association determines are so inhibited or for which the degree of work is so increased.

b. **Trash Removal.** The Association shall provide trash removal services to the Townhome Lots, and the cost of such shall constitute a Neighborhood Assessment on each Townhome Lot, assessed pro rata among all Townhome Lots. Such services may be more particularly described in the Rules.

c. **No Waiver.** No Owner of a Townhome Lot may avoid payment of a Neighborhood Assessment by nonuse or refusal of the services described herein.

(c) **Neighborhood Advisory Committee.**

1. **Establishment.** There is hereby granted the Association the authority (but not the obligation) to establish a Neighborhood Advisory Committee for Stonehouse Townes. Such Neighborhood Advisory Committee may be established, modified, and disestablished from time to time in the sole and absolute discretion of the Board of Directors, upon resolution of the Board of Directors.

2. **Composition.** Members of the Neighborhood Advisory Committee may be appointed and removed from time to time by the Board of Directors for any reason and for no reason at all (in addition to the criteria described in Section 3.6 of the Declaration).

3. Purpose. To the extent the Neighborhood Advisory Committee is established, its purpose shall be limited to advising the Board of Directors regarding general matters relating to the Townhome Lots, including the proposed budget with respect to the Neighborhood Assessments payable by the Owners of the Townhome Lots.

4. Advice Only. Any advice rendered by the Neighborhood Advisory Committee is strictly advisory only, and the Board of Directors shall have no obligation to accept such.

4. Party Walls. To the extent not inconsistent with any provisions in the Declaration relating to party walls, the following shall govern all party walls upon the Property.

(a) General Rules of Law to Apply. Each wall and fence, which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots, shall constitute a party wall or party fence, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared by the Owners who make use of the wall or fence in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with sub-section (f) of this Section.

(c) Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Section, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Owner's Lot and shall pass to such Owner's successors in title.

(f) Arbitration. Upon any dispute arising concerning a party wall or party fence, or under the provisions of this Article, the parties may (but shall not be required to) choose to resolve such dispute through binding arbitration. In such case, the Board of Directors shall act as the arbitrator. However, if the parties object to the Board of Directors acting as the arbitrator, then each party shall choose one arbitrator, and the two chosen arbitrators shall jointly choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. If the

parties fail to use the Board of Directors as the arbitrator, the fees of the arbitrators used shall be borne by the parties, and the arbitrators may elect to award the prevailing party the right to contribution for such fees from the non-prevailing party.

(g) **Easements.** There is hereby reserved to all Owner(s) of any Lot(s) subject to a party wall or shared privacy fencing (erected on the boundary-line of Lots), easements as necessary to gain access to such party walls and/or shared privacy fencing, and to maintain, repair, replace, remove, and improve (as necessary) such party walls and/or shared privacy fencing.

5. **Easements.** In addition to all easements reserved in the Declaration, there is hereby further reserved and granted to the Association an easement on, over, under, and across all areas of the Townhome Lots (except the portion containing the dwelling) for the purpose of it and its agents performing the services described in Section 3(b)(2) above, without any obligation of notice to the Owner thereof.

6. **Irrigation.**

(a) **Townhome Lots.** No irrigation using the public water supply is permitted on any Townhome Lot.

(b) **Non-Townhome Lots.** Any Lot within the Property other than a Townhome Lot shall not utilize an irrigation volume of more than 4 gallons of water, per minute, per Lot.

7. **Amendment and Duration.** This Supplemental Declaration shall run with and bind the Property and the Owners and occupants thereof. This Supplemental Declaration shall continue and remain in full force and effect for the duration of the Declaration, and may be amended as set forth in Section 9.2 of the Declaration (except that the reference therein to Class A votes not held by the Declarant shall only encompass those Class A votes appurtenant to Lots subject to this Supplemental Declaration). Nothing contained in the prior sentence shall limit or reduce the Declarant's rights under Section 9.2 of the Declaration, such that Declarant's Class A votes referenced therein shall not be limited to those Class A votes appurtenant to Lots subject to this Supplemental Declaration.

8. **Counterparts.** This Supplemental Declaration may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[Signatures appear on the following page]

UPLOADED

5/4/2021

Page 6 of 13