

**RULES AND REGULATIONS
THE OAKS ON HENRY HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED APRIL 2007**

Section 1. Compliance.

Homeowners, residents and guests shall at all times comply with the Rules and Regulations hereinafter set forth governing this community and any amendments to such Rules and Regulations which shall be adopted from time to time by the Oaks on Henry Homeowners Association ("Association"), provided such rules comply with the Declaration of Covenants, Conditions & Restrictions, the Articles of Incorporation and the Bylaws of the Association.

Section 2. Common Area Landscaping.

Landscaping is provided in the common areas for the enjoyment of all, and no one shall make or cause to be made any damage to nor any theft, destruction or abuse of the property. Changes to the existing landscaping plan may only be made after written approval is granted by the Board. Residents are responsible for any landscaping which they have added on the common grounds near their residence. If such landscaping is left unkempt, it will be forfeited to the Association's jurisdiction and maintenance.

Section 3. Alterations to Unit Exteriors.

No modifications or structural alterations may be made to Unit exteriors without the prior written permission of the Board. Requests for changes to exteriors must be submitted in accordance with the procedures set forth in the Bylaws. No antenna, satellite dish, solar panel, awning or other external fixture may be installed without written approval from the Board. No laundry, clothing, rugs or other items are to be hung upon the exterior of any building.

Section 4. Signs.

- a. An owner may place one "For Sale" or "For Rent" sign per lot in such location within the boundaries of the owner's lot, provided that it be no more than 24" by 30" and that the top of the sign is no more than 48" above the ground.
- b. Real estate signs must be removed within 7 days after the closing of a sale.

Section 5. Parking/Vehicles.

- a. The parking spaces in front of each Unit are the private property of that Unit and are intended for exclusive use by the resident of that Unit. Extra parking, if needed, is available adjacent to Units 1 and 54. Visitor parking is available across from Units 11, 12 and 13 and across from Units 24, 25, and 26.
- b. All motor vehicles should display current licenses and be maintained in proper operating condition.

- c. Oversized, commercial and non-operative vehicles and boats are not permitted to be parked on the property for more than 72 hours without prior permission of the Board. The Board reserves the right to determine what constitutes a commercial vehicle.
- d. Improperly parked vehicles may be subject to removal at the owner's risk and expense.
- e. The speed limit within the community is 10 m.p.h. and shall be observed at all times.
- f. Vehicles shall not be left unattended in any unsafe condition, e.g. on blocks, raised for a tire change, etc. Unit owners are financially responsible for oil leaks or other damage done to parking areas occupied by owner or tenants.
- g. Homeowners shall make sure that bicycles, skateboards and small motorized vehicles are operated in a safe and controlled manner at all times.

Section 6. Pets.

- a. All pets shall be under control at all times, in accordance with Chapter 4 of the Code of the City of Williamsburg, Virginia.
- b. Pet owners are responsible for any property damage, injury, prolonged loud noises and disturbances which their pet may cause or inflict.
- c. Pet owners are responsible for the removal of wastes of their animal. Any waste deposited must immediately be removed and properly disposed of by the pet owner. No disposal of waste into shrubbery or outside drains is permitted.

Section 7. Trash/Garbage Collection.

- a. All residents must use covered garbage cans for regular trash and garbage pickup. On the rare occasions that homeowners have excess trash it should be properly contained in accordance with the City's requirements for curbside trash pickup.
- b. Homeowners are encouraged to participate in the City's curbside recycling program. Containers and information can be obtained by calling the City Manager's office.
- c. Trash and recycling containers should be placed out for pickup no earlier than the night preceding the day of pickup. After pickup, the containers should not be visible from the street.

Section 8. Hazardous/Unlawful Acts.

- a. Homeowners shall comply with all federal, state, and local laws including, without limitation, laws and regulations regarding zoning. Property is zoned by the City of Williamsburg for residential use only.
- b. Homeowners and residents shall not permit on the premises any hazardous act or thing that increases the chance of fire or poses a danger to the person or property of other homeowners or residents or to the property of the

Association. Gasoline and other flammable materials shall be properly stored in legally approved containers and disposed of appropriately.

- c. Neither weapons (such as firearms, air guns, bows and arrows, sling shots, etc.) nor explosives of any kind are permitted to be discharged or fired on the property.

Section 9. Nuisances.

Homeowners and residents shall not permit any act or nuisance, such as unduly loud noise or offensive odors, which will unreasonably interfere with the rights, comforts, or conveniences of any other homeowner.

Section 10. Solicitation.

Homeowners/residents shall request permission from the Board to conduct neighborhood solicitations for specific purposes. Solicitations from non-residents, except non-resident homeowners, are not permitted.

Section 11. Non-resident Homeowners and Tenants.

- a. Any owner who wishes to rent out his or her Unit must complete an application-to-rent form, which is available on request from the Association, and shall comply with all provisions of the Declaration of Covenants, Conditions & Restrictions, Article VI (Occupancy of Lots), Section 5 (Rental Restrictions).
- b. As per the Declaration of Covenants, Conditions & Restrictions, owners of rented properties shall post in a prominent place in the rented Unit a copy of these Rules and Regulations.

Section 12. Rules Enforcement.

- a. Preservation of harmony among residents of The Oaks is paramount. Thus the Board strongly recommends that any perceived violations of rules and regulations first be discussed congenially between the parties affected in an effort to correct misunderstandings or to bring the rule in question to the attention of the offender. If these efforts are not successful, the offended party shall notify the Board of Directors or the Managing Agent, in writing, of the **perceived violation, including the specific rule that is alleged to have been violated**, for disposition in accordance with the terms outlined in paragraph (b).
- b. All written complaints regarding alleged violations of these Rules shall be resolved by the Board in the following manner:
 - i. The Board shall first conduct an investigation of the matter identified in the complaint, including interviews and/or written communication with the owner who is the subject of the complaint and with the writer of the complaint. Such investigation shall be conducted with the goal of achieving a resolution of the alleged violation without the need for further proceedings.
 - ii. If the procedure described in paragraph 12(b)(i) fails to achieve a resolution of the issue identified in the complaint, the Board shall conduct

a hearing on the matter at which the owner shall be given an opportunity to be heard and to be represented by counsel. Notice of such hearing shall be issued at least fourteen (14) days in advance thereof and shall be hand-delivered or mailed by registered or certified U.S. mail, return receipt requested, to the owner at the address appearing on the books of the Association. If a majority of the Board determines, following such hearing, that a violation has occurred, it shall be entitled to assess a fine for such violation consistent with the Schedule of Fines below and in its sole discretion. The Managing Agent may assist the Board in its exercise of any of its powers of enforcement.

Schedule of Fines	
Offense	Penalty
Single offense	Reprimand and up to \$25 fine
Second violation of same rule within one year	Fine up to \$50
Offense of a continuing nature	\$10 per day (90-day maximum)

- c. All fines shall be the personal obligation of the homeowner. A delinquent payment is defined as a fine which is not paid in full within thirty (30) days after the scheduled due date.
- d. The Board is empowered to enforce the rules and regulations by any method normally available to the owner of private property in the state of Virginia including, but not limited to, application for injunctive relief, damages, or collection of delinquent fines. If the Board prevails in any such legal action, the Association shall be entitled to recover its court costs and reasonable attorneys' fees from the homeowner.

Section 13. In-home Businesses.

No in-home business may be conducted in any unit that would involve visitation by associates, clients or potential clients for the purpose of conducting business.

Section 14. Amendments.

- a. As per the Virginia Code, Section 55-513, the Board of Directors has the power to establish, adopt, and enforce rules and regulations in respect to matters not expressly reserved to the members by the Declaration of Covenants, Conditions & Restrictions. A majority of votes cast, in person or by proxy, at a meeting convened in accordance with the provisions of Article I

of the Association Bylaws for that purpose, shall repeal or amend any rule or regulation adopted by the Board.

- b. Suggested amendments by individual homeowners must be submitted in writing to the Board of Directors not less than fourteen (14) days before the annual meeting at which the vote of the Association is to be taken; or in the case of a special meeting called for that purpose, not less than 72 hours beforehand.

Section 15. Residents Forum.

- a. Residents who desire to add an item to the Residents' Forum portion of the agenda of any scheduled meeting of the Board must submit a request to the President in writing describing the agenda item no less than three days before the Board meeting at which the item is to be presented.
- b. Residents who desire to make a statement for the record at any scheduled Board meeting must appear in person no less than five minutes prior to the start of the meeting and request time for this purpose from the President, which request shall not be denied absent extraordinary circumstances. Residents may request up to three minutes of time at any one meeting and shall not exceed the time requested.

*Declaration
Of
Covenants, Conditions & Restrictions*

Order: 799294J846
Address: 2133 S Henry St Unit 7
Carter Dale, IL 62521
Unit: 7
Property: 799294J846

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE OAKS ON HENRY HOMEOWNERS ASSOCIATION, INC.

AMENDED AND RESTATED APRIL 2006

The following is a complete compilation of articles from The Oaks' founding "Declaration of Covenants, Conditions, and Restrictions" from 17 January 1984, as amended on 17 April 2006 by 79% of the Association membership. Both original documents are recorded at the Williamsburg/James City County Court House. This restatement of the combined 1984 Declaration and its 2006 Amendment (minus the opening recitals) is designed as a handy alternative to navigating two separate documents.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to The Oaks on Henry Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners and conveyed to the Association by deed from Shellis, Inc.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to The Oaks on Henry Homeowners Association, Inc., a Virginia corporation, its successors and assigns.

Section 7. "Good-standing" shall mean and refer to the status of an Owner in which he is current and in compliance with all obligations of Owners set forth in the Declaration, the by-laws of the Association, and the rules and regulations adopted from time to time by the Association applicable to the use of the Properties.

Section 8. The term "Member" when used in this Declaration in the context of voting or giving assent, consent, or agreement, shall mean an Owner. In this context, each Member shall be entitled to give only one assent, consent, agreement or vote for each Lot owned. In the event an Owner is composed of more than one person or entity, those constituting the Owner by having an ownership interest in a Lot, upon agreement between them, may give one assent, consent or agreement, or cast one vote.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations and of these declarations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of members in good standing has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to members of his/her family, tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. The Association may in accordance with the Bylaws, delegate the use of all parking spaces allocated for the development.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvement, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the living units situated upon the Properties.

Section 3. Maximum Annual Assessment.

- (a) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above five percent (5%) by assent of a majority of members in good standing who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any Common Areas Maintenance, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of members in good standing who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies of the majority of the membership in good standing shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected only on a monthly basis.

Section 7. Annual Assessment; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Payments for the annual assessment shall be made in monthly installments due on the first day of each month. The Association shall, upon demand by an Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within 30 days from the date due shall result in assessment of a late charge against the Lot for which the assessment was not paid of \$25.00, or such other amount as the Board of Directors of the Association may establish from time to time, and such unpaid assessments shall bear interest at eighteen percent (18%) per annum until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
OCCUPANCY OF LOTS

Section 1. Definition of Family. For purposes of this Article, "Family" shall include the following: (1) an individual, whether male or female; (2) two or more persons related by blood, adoption, marriage or guardianship, living and cooking together as a single housekeeping unit; (3) a number of persons, not exceeding two, living and cooking together as a single housekeeping unit though not related by blood, adoption, marriage or guardianship; (4) not more than two unrelated persons living and cooking together as a single house-keeping unit, along with one or more dependents related to either of them by blood, marriage, adoption or guardianship; (5) one or more individuals who have not attained the age of eighteen years being domiciled with (i) a parent or other person having legal custody of such individual or individuals, or (ii) the designee of such parent or other person having custody with the written permission of such parent or other person. For purposes of this definition, the term "legal custody" shall include the status of a person who is in the process of securing legal custody of an individual who has not attained the age of eighteen years of age. "In the process of securing legal custody" means having filed an appropriate petition to obtain legal custody of such individual in a court of competent jurisdiction.

Section 2. Lots to Include Structures. For purposes of this Article, "Lot" includes the real estate by which that term is otherwise defined in the Declaration as well as all structures, dwellings and improvements upon that real estate.

Section 3. Lots Restricted to Family Use. No Owner shall occupy nor permit to be occupied any Lot by other than one Family.

Section 4. Definitions Related to Rental. For purposes of this Article "rental" shall mean a Lot occupied by a person or persons other than the record Owner and not occupied by the Owner. For purposes of this Article the terms "rent", "renting" and "rented" shall be construed to conform with the definition of rental. For purposes of this Article, the term "tenant" shall mean the occupants of a Lot that is a rental.

Section 5. Rental Restrictions. The rental of Lots shall be subject to such reasonable rules and regulations as may be established from time to time by the Association, which shall not conflict with this Declaration. Rental of Lots shall be restricted as follows:

- a. Occupancy of Lots shall at all times be in accordance with the provisions of the Declaration.
- b. No Owner shall rent a Lot for hotel or transient purposes or for a term of less than twelve (12) months duration.
- c. No Owner shall rent less than all of a Lot.
- d. No Owner shall allow a tenant of his Lot to sublease the Lot. All leases must include a provision prohibiting sublease of the Lot.
- e. No Owner shall rent a Lot except to a Family with one or more members over eighteen (18) years of age.
- f. All rentals of Lots must be evidenced by a written lease.
- g. No more than eight (8) Lots within the Properties may be rented. The number of Lots that may be rented based on this calculation is referred to as the "Rental Cap" for purposes of this section.
- h. Owners desiring to rent a Lot shall make application to the Association pursuant to such rules and regulations adopted from time to time by the Association. The Association shall determine whether an Owner is eligible to rent a Lot taking into consideration the Rental Cap, the current number of rented Lots as of the application date, and the proposed provisions of the lease. No Owner shall rent a Lot until the lease has been approved by the Association. The Association shall not withhold approval if an Owner's application to rent does not violate the Declaration, as amended, or the rules and regulations set forth by the Association from time to time.
- i. In the event the number of rented Lots exceeds or equals the Rental Cap, the Association shall maintain a list of Owners desiring to rent their Lots. This waiting list shall establish the priority of Owners' eligibility to rent their Lots. The order of priority in the waiting list shall be the order in which Owners tender to the Association written requests to rent their Lots.
- j. In the event an Owner on the waiting list becomes eligible to rent his Lot, the Association shall notify that Owner of his eligibility. The eligible Owner shall submit his application to rent within sixty (60) days of his receipt of notice of his eligibility to rent. In the event the Owner does not submit application to rent or lease within sixty (60) days of his receipt of notice, his

eligibility to rent will cease and the next Owner on the waiting list shall be notified of his eligibility to rent.

- k. Owners of record of Lots on the date this Amendment is recorded shall be exempt from the Rental Cap restriction of this Article. Any rental of a Lot pursuant to this exemption shall in all other respects be subject to the Declaration and the rules and regulations issued by the Association.
- l. Within ten (10) days of the commencement of any rental of a Lot, the Lot Owner renting a Lot shall promptly provide the Association with a copy of the written lease agreement pertaining to that Lot and such reasonable information as the Association requires with respect to the tenant under the lease.
- m. For purposes of this Article, a Lot that is a rental as defined in this Article shall cease to be a rental upon expiration of sixty days after occupancy of the Lot ceases to meet the definition of rental in this Article.
- n. Any lease made in violation of this Declaration may be voided by the Association. In such event, the Owner shall evict the tenant.
- o. The Association may assess a processing and administrative fee of \$25.00, or such other amount as the Board of Directors may establish from time to time, for each application by an Owner to rent a Lot. This assessment is non-refundable and shall be added to the general revenues of the Association.
- p. No lease shall be made except upon a written form containing the following provisions requiring the tenant to comply with all governing documents of the Properties as if the tenant were the owner of the Lot: "The tenant's right to occupy the property is conditioned on full compliance with the Declaration of Covenants, Conditions and Restrictions, the Bylaws, the Rules and Regulations and the Architectural Guidelines of The Oaks. Any non-compliance shall be a breach of the terms and conditions of this Lease. The Oaks on Henry Homeowners Association, Inc. may, in the event of a tenant's non-compliance, undertake any enforcement action authorized by its Declaration, Bylaws and Rules and Regulations, including but not limited to imposing monetary penalties on the Lot Owner for which tenant shall be liable and for denial of access to the Common Areas of The Oaks."
- q. Owners of rented Lots shall be responsible for any damage caused by their tenants to Common Areas.
- r. Owners of rented Lots shall post in a prominent place on the Lot a copy of the Rules and Regulations established by the Association.

UPLOADED

5/4/2021