

Rules and Regulations



**FirstService**  
RESIDENTIAL



**THE SETTLEMENT AT POWHATAN CREEK  
COMMUNITY ASSOCIATION, LLC.**

**HOMEOWNER'S  
RULES & REGULATIONS**

**Adopted 01/01/09**

**Amended 09/27/12**

## INTRODUCTION

1. **Authority.** Section 6.18 of the Declaration of Covenants, Conditions, Restrictions and Easements for The Settlement at Powhatan Creek (the "Declaration") provides that the Board of Directors (the "Board") of The Settlement at Powhatan Creek Community Association (the "Association") may adopt general rules, including, but not limited to rules regulating potential problems relating to the use of Property, as defined in Article I of the Declaration, and the well-being of Members, and that all such rules and any subsequent amendments thereto shall be binding on all Members and Residents of the Property, including their tenants, guests and invitees except where expressly provided otherwise in such rule. By resolution effective January 1, 2009, the Board adopted the following rules governing the Property which rules are set forth below (the "Rules").
2. **Governing Documents.** The Rules should be considered along with the Declaration, the Supplemental Declaration, the Articles of Incorporation of the Association (the "Articles") and the Bylaws of the Association (the "Bylaws"). 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. **Architectural Review Committee (ARC).** Section 5.3 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Settlement at Powhatan Creek (the "Declaration") provides that no Structure (as defined in Article I of the Declaration) of any kind whatsoever shall be commenced, erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore have been submitted to the Architectural Review Committee and approved in writing by the Architectural Review Committee. Section 5.2 of the Declaration establishes Architectural Review Committee shall serve as an architectural review committee and shall also advise the Board of Directors as to the external design, appearance and location of the Lots and Structures thereon so they enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision and Proffers, and to preserve and enhance values and to maintain a harmonious relationship among Structures and the Property. Pursuant to Section 5.6 of the Declaration, the Board of Directors shall adopt design guidelines for the Property which shall be in accordance with the Proffers. The Architectural Review Committee shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors.
4. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

## Rules & Regulations

### I. RESTRICTIONS ON THE PARKING AND STORAGE OF VEHICLES

#### A. GENERAL

1. The types of vehicles listed in subsections (a) through (i) 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 Community, except in such areas, if any, designated for such purpose by the Board of Directors.

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 forty-eight (48) hours. Any such vehicle owned by guests of residents may be parked in open view for a temporary period not to exceed seven days without prior approval from the Board of Directors.

- (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 the 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.

2. 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) 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.
3. 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.
4. Vehicles may not be parked or stored unattended in a hazardous condition including, but not limited to, vehicles on jacks or blocks.
5. Vehicles maintained on the Property shall be registered with the Association in accordance with procedures established by the Board of Directors.
6. Persons driving vehicles on the Property must obey any posted speed limits. In the absence of speed limit signs the maximum permitted speed on primary streets is twenty-five (25) miles per hour.
7. Once established, transponders or similar devices to permit vehicular access through the entrance gate to the Community shall be issued for each vehicle which is registered with the Association and maintained on the property. Lost or stolen transponders may be purchased from the Association for a fee determined by the Board of Directors.

B. COMMON AREA PARKING SPACES AND PARKING ON PRIVATE STREETS

1. Owners and their guests are entitled to use Common Area parking spaces on a first-come, first-served basis, except that the Board of Directors reserves the right to assign parking spaces for guests and visitors at the Board's discretion.
2. Vehicles must be parked so as not to obstruct other parking spaces, sidewalks or ingress and egress areas.

3. No vehicles other than those clearly indicated as operated by or for a handicapped person shall be parked in spaces reserved for handicapped parking.
4. Vehicles may be parked only in designated parking spaces. All vehicles must comply with "No Parking" areas as posted or designated.
5. Vehicles owned by Lot Owners and residents should be parked in garages or driveways. Parking on the private streets in the Community should be restricted to guests and visitors.
6. Vehicles are not permitted to park in alleys.

C. ASSOCIATION NOT RESPONSIBLE

Nothing in this Rule shall be construed to hold the Association or the Board of Directors responsible for damage to vehicles or the loss of property from vehicles parked on the Common Areas.

D. ENFORCEMENT

1. The Managing Agent shall have the authority to issue a warning notice or letter 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 Managing Agent.
2. Vehicles which are in violation of this Rule are subject to being towed at the Owner's risk and expense, seventy-two (72) 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.
3. In lieu of, or in addition to, towing vehicles which are in violation of this Rule, the Board of Directors may impose penalties in accordance with the provisions of Section 7.1 of the Bylaws.

## II. GENERAL PET GUIDELINES

### A. PET CATEGORIES. Pets shall be categorized as follows:

1. Ordinary 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 Ordinary House Pets are permitted, subject to the guidelines in this Rule.
2. 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 1 above, or maintained in a terrarium or aquarium. Unusual House Pets are prohibited.

### B. REQUIREMENTS AND RESTRICTIONS

1. 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 in the Community.
2. Pets shall not be permitted upon the Common Areas unless they are carried or leashed.
3. No pet may be leashed to any stationary object on the Common Areas and left unattended.
4. Pet Owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.
5. Commercial breeding of pets is prohibited.
6. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
7. Every female dog, while in heat, shall be kept confined in the dwelling by its Owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

### C. NUISANCES. Grounds for complaint and finding of a community nuisance:

1. Pets running at large;
2. Pets damaging; soiling, defecating on or defiling any private property (other than that of such pet's Owner) or the Common Areas;

3. Pets causing unsanitary, dangerous, or offensive conditions;
4. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the Property.
5. 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;
6. Failing to confine any female animal in heat to prevent the attraction of other animals;
7. Using a vehicle as a kennel or cage.

D. PROCEDURES FOR SOLVING PET PROBLEMS. Any Owner concerned with a pet-related problem should do the following:

1. Attempt to arrive at a solution to the problem with the pet Owner in a courteous and helpful manner.
2. If personal attempts at a solution fail, then a written complaint should be filed with the Managing Agent. The complaint should document this problem as thoroughly as possible. Documentation should include identification of pet(s) involved, a complete description of the problem or disturbance, and dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.
3. The Managing Agent will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the Managing Agent will refer the matter to the Board of Directors which may convene a hearing in accordance with the procedures set forth in these Rules and Regulations.
4. Suspected stray pets should be reported to the appropriate James City County official (for possible identification) prior to contacting the Association.
5. All bites, attacks by pets, or diseased animals should be reported to the appropriate officials prior to notifying the Managing Agent.
6. Penalties for violation of applicable County ordinances may be enforced by the County without regard to any remedies pursued by the Association.
7. In the event of emergency only, the parties involved may take any actions deemed prudent to resolve the emergency without regard to the above procedures. A written report should be made to the Managing Agent.



### III. USE OF LOTS AND DWELLING UNITS

#### A. USE OF LOTS

1. All Dwelling Units are to be used for residential purposes only. Home professional offices may be maintained only in accordance with the provisions of the Declaration, any requirements of applicable State or County law and any Rules and Regulations enacted by the Board of Directors with respect to the use of Lots for home professions. Use of a dwelling for a home office must be approved in advance by the Board of Directors.
2. No Lot(s) shall be further subdivided or property lines altered by any Owner without prior approval of the Board of Directors.
3. As stated in Section 6.6 of the Declaration, all trash receptacles shall be removed from the streets, walkways, or exterior portions of the Lots following pickup on the same day of the scheduled trash removal and returned to a visually screened area. Trash receptacles may be put out for pick-up no earlier than the night prior to the scheduled removal. Trash must be placed in such receptacles as provided by the trash disposal company.
4. Trash, leaves, and other articles may not be burned on the Lots or Common Areas.
5. Accumulation or storage of building materials, litter, refuses, 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 Architectural Review Board 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.
6. Antenna/Satellite Dishes – no antennas shall be permitted. No satellite dish in excess of one meter in diameter shall be permitted without the permission of the Board of Directors. No satellite dish of one meter or less in diameter may be placed, installed or erected on front/sides of the Unit or Lot or any portion of the Common Area without written consent of the Board of Directors.
7. Athletic equipment (permanent baseball cages, basketball hoops or backboards or free standing, portable equipment) will not be allowed without the prior written consent of the Board of Directors.

8. Play equipment (bicycles, scooters, skateboards and other play equipment, sandboxes, picnic tables, swing sets and similar) items shall be stored so as not to be visible from the Common Areas or neighboring Units when not in use. Permanent play equipment will not be allowed without Board of Directors' consent.
9. No clothes lines, clothes drying apparatus, or hanging of laundry will be permitted unless items are not visible from streets, neighboring units or Common Areas.
10. All door-to-door commercial solicitation is prohibited. Placement of materials under or on dwelling doors and/or any mailbox is prohibited without permission of the Board of Directors.
11. No person shall cause any unreasonably loud noise or permit or engage in any activity, practice or behavior anywhere within the Dwelling Units or Common Area which may cause annoyance, discomfort or disturbance to any person lawfully present on the property. Unit owners and guests shall honor the quiet hours within their Lot and/or Dwelling Unit between the hours of 10 PM and 7 AM. Noxious, destructive, or offensive activity shall not be conducted. The Association shall have standing to initiate legal proceedings to abate such activities.
12. All other use of Lots or Dwellings shall be subject to review of the Architectural Review Committee in accordance with the Declaration Articles V & VI or as provided in the Architectural Guidelines as developed by such committee and adopted by the Board of Directors.

B. LEASES. Owners may lease their home subject to the following requirements:

1. No Dwelling Unit shall be rented for any period of less than twelve (12) months as stated in Section 6.12 of the Declaration.
2. Owners may use any lease form as long as the lease shall provide the right of the lessee to use and occupy the Lot and Dwelling Unit subject and subordinate in all respects to the provisions of the Governing Documents and such lease otherwise complies with Section 6.12 of the Declaration.
3. An Owner who leases his Lot and Dwelling Unit shall, promptly following the execution of any lease, forward a conformed copy thereof to the Management Agent at least ten (10) days prior to occupancy by the Lessee. The Management Agent or Board of Directors must be notified of any continuation, extension, renewal or termination of the lease at least fifteen (15) days prior thereto.

4. Any sale or lease of any Lot and/or Dwelling Unit must conform fully to applicable local laws and ordinances.
5. Sale of Lots or Dwelling Units requires sellers of residential property to make certain disclosures to their purchasers. Upon Unit Owner's request, the Association Management Company will provide a disclosure packet as required by the Property Owners Association Act. The Association charges a fee as allowed for providing the disclosure packet and reserves the right to increase or decrease the fee as permitted by the Act.

C. USE OF COMMON AREAS

1. The 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.
2. No motorized vehicles shall be operated on any of the Common Area open spaces except for those vehicles used by the Association for maintenance purposes or vehicles approved by the Board of Directors.
3. Owners shall not place litter or debris on any Common Areas.

D. USE OF CLUBHOUSE/POOL

1. The Board of Directors shall develop and adopt Rules and Regulations regarding the Clubhouse Facility and Pool.
2. Unit Owners shall be required to accompany their guests during use of the Facilities and ensure that all guests abide by the Rules and Regulations.
3. Clubhouse hours of operation will be from 5am until 12am M-TH and 7am until 12am FR-SU.
4. Card reader access will be available to members. Two cards will be issued to each Unit Owner. Additional cards or replacement cards may be purchased for \$15 each by contacting the Association Manager. Lost cards must be reported to the Association Manager. Access will be through the Fitness Room door.
5. The Clubhouse Facility may be rented to members or non-members. During rental events, members may be limited on the use of rented areas. Event times will be made available prior to the event.

#### IV. IN-HOME BUSINESS USE AND APPLICATION

##### A. GENERAL

1. The Architectural Review Committee (ARC) will review all in-home business applications on a case by case basis.
2. All in-home businesses approved by the Committee are subject to periodic review for compliance with the policies contained herein and any stipulations imposed by the Committee.
3. Non-compliance with this policy or Committee imposed stipulations, deviation from the approved in-home business application, or validated complaints may result in immediate revocation of the Committee's approval to operate the in-home business.
4. The rights of Members 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 residence housing an in-home business must, at a minimum, not be distinguishable from other homes of same design that are used only for residential use.
5. 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.
6. 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.
7. All in-home businesses in operation without Committee approval are in violation until such approval is granted through these procedures.
8. These policies have been adopted in consideration of the following major areas of concern: (1) residential character of The Settlement at Powhatan Creek; (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.
9. The Settlement at Powhatan Creek Community Association Covenants and Restrictions and this policy are not intended to, nor do they abrogate the authority of any legally binding law, ordinance, rule or regulation.

B. CONSIDERATIONS.

1. 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 Committee.
2. 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

1. 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.
2. Parking for these vehicles is limited to driveway, garage, or assigned parking spaces.
3. Vehicles with commercial lettering or signage associated with the operation will not be permitted.

D. ENVIRONMENTAL AND SAFETY CONSIDERATIONS

1. Owners/operators shall discharge into the sewer system only those wastes that are permitted by the County Sanitation Authority.
2. 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.
3. Owners/operators shall not store or use flammable, explosive or toxic materials other than those identical to typical family residences.
4. In-home businesses shall not attract customers in numbers that would make the dwelling discernible from other residences.
5. No business signs shall be visible from the outside of the residence.
6. The activity shall not generate noise in excess of that normally associated with a single family residence.
7. 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

1. Any use of residential property for an in-home business shall require an application from the Lot Owner as well as written approval from the Architectural Review 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. (Vehicular traffic, parking, deliveries, etc.)
2. Should an application be denied by the Architectural Review Committee it may be appealed to the Board of Directors 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 County or State Authorities.

Date Received \_\_\_\_\_

**THE SETTLEMENT AT POWHATAN CREEK**

**APPLICATION FOR HOME BUSINESS/OCCUPATION**

In accordance with The Settlement at Powhatan Creek Community Association, LLC., Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, referred to in the deed covering the property described below, I/we hereby apply for specific written approval of The Settlement at Powhatan Creek Community Association, LLC to conduct a home business or home occupation in or on a part of a Lot or an improvement upon the Property as described herein.

NAME
ADDRESS
PHONE NO.

PURPOSE AND DESCRIPTION OF HOME BUSINESS OR HOME OCCUPATION
Will truck or other vehicle be used? <input type="checkbox"/> Yes <input type="checkbox"/> NO; if so, how many?

Will business phone number be listed in the telephone directory or other commercial directory? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Are related materials to be stored on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No; if Yes, please explain:
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DESCRIBE NATURE OF PARKING REQUIREMENTS TO CONDUCT THE HOME BUSINESS OR HOME OCCUPATION AND HOW PARKING REQUIREMENT WILL BE MET
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NATURE AND FREQUENCY OF DELIVERIES REQUIRED
---------------------------------------------

Is there a requirement for a special use permit? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------------------------------------------------------------------------------------------

Number of employees _____ (In-home residents) _____ (Outside of household)
----------------------------------------------------------------------------

The maximum number of clients at any one time _____
-----------------------------------------------------

What will the hours of operation be?
--------------------------------------

Date requested for beginning of home business or home occupation:
-------------------------------------------------------------------

1. Nothing herein contained shall be construed as a waiver or modification of neither any of the restrictive covenants nor any of the provisions of State or James City County ordinances or regulations.
2. A separate application must be made for each home business or home occupation.
3. I understand and agree that the home business or home occupation may not be conducted until specific written approval of The Settlement at Powhatan Creek Community Association, LLC. is given.
4. Approval is not transferable.
5. I have read and agree to abide by the Home Business/Occupations Policy guidelines, and I further understand that deviation from the guidelines or falsification of information submitted by me on the request form may result in revocation of permission to operate a business in The Settlement at Powhatan Creek Community Association, LLC.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Acknowledgement of Adjacent Property Owners**  
(Signatures are requested)

This acknowledgement indicates an awareness of the intent and does not constitute nor indicate approval or disapproval. Contact The Settlement at Powhatan Creek Community Association, LLC office within seven (7) days if you wish to comment on the application.

NAME	
ADDRESS	
SIGNATURE	DATE

NAME	
ADDRESS	
SIGNATURE	DATE

NAME	
ADDRESS	
SIGNATURE	DATE

NAME	
ADDRESS	
SIGNATURE	DATE

**FOR OFFICE USE ONLY**

ACTION
REMARKS

DATE:

SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

Chairman, Architectural Review Committee



## V. WATER CONSERVATION REGULATIONS

These water conservation regulations are adopted by Monticello Woods Active Adult, LLC for The Settlement at Monticello (proposed The Settlement at Powhatan Creek) development, after approval by the James City Service Authority ("JCSA") under the requirements of Article 13 of the Second Amended and Restated Hidden Property Proffers, dated January 21, 2004, the Office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City as Instrument Number 040002149, as such Proffers may be amended from time to time. Use of any lot within The Settlement at Powhatan Creek development for residential purposes, record of which occurs on or after the date of this agreement, shall be at all times subject to the following rules, as they may be amended from time to time.

### A. IRRIGATION SYSTEMS:

1. No irrigation wells for residential lots shall be allowed.
2. Irrigation systems for Common Areas shall be limited to the turf and landscaped areas at the main entrance and main entrance roadway up to and including the community clubhouse area of the development.
3. Water for common area irrigation shall come from surface water and/or storm water retention facilities on the property.
4. If it is not feasible for irrigation water for the common areas to come from storm water facilities, an irrigation well may be allowed. Only wells withdrawing water from either the Aquia Aquifer or Potomac Aquifers shall be allowed.
5. Common Area irrigation systems must include a rain sensor installed at the time of installation.
6. Pre-existing vegetation should not be irrigated.
7. Automatic overhead irrigation systems shall be allowed for turf and annual beds only. Only pressure regulated heads with rain sensors shall be allowed to irrigate these areas.
8. Installed automatic drip irrigation systems for landscaped beds and turf shall be allowed.
9. An odd/even watering schedule shall be implemented allowing individual homeowners to irrigate on alternate days (odd address numbers may irrigate on Wednesday, Friday and Sunday (WFSu), and even address numbers may irrigate on

Tuesday, Thursday and Saturday (TThSa). Newly sod areas may be irrigated according to JCSA Policy and Guidelines concerning newly sod areas.

B. LANDSCAPING:

1. All foundation plantings, whether on single-family lots, town home lots or common areas, shall be native, drought tolerant and/or site appropriate. Foundation plantings may be selected from the JCSA approved plant list.
2. The Settlement at Monticello Architectural Review Board (ARB) must approve additional foundation landscape plans for each single-family property.

C. WATER CONSERVING FIXTURES AND APPLIANCES:

Builder shall offer energy efficient rated appliances as builder-installed options.

D. WATER EFFICIENT LANDSCAPING FOR RESIDENTIAL PROPERTY:

1. No more than thirty percent of a single-family lot area should be allowed turf irrigation.
2. Wherever possible, existing trees and vegetation should be retained.
3. Trees located in turf areas should be mulched.

E. CHANGES and AMENDMENTS:

1. The HOA reserves the right to amend or change Water Conservation Rules from time to time with or without notice; provided however, JCSA must approve any change.
2. From time to time JCSA and James City County may adopt generally applicable water conservation rules. The HOA shall incorporate those rules and regulations and the rules shall be fully enforceable by the HOA as well as the JCSA and the County.

## IX. ENFORCEMENT PROCEDURES

### I. ENFORCEMENT OF GOVERNING DOCUMENTS

- A. Written Complaint. Any Member or resident may initiate the enforcement process by filing a written complaint with the Association's Managing Agent or the Board of Directors.

The complaint must include a concise statement of charges setting forth in clear language the specific act(s) or omissions with which the offending party is to be charged. The complaint should be as specific as possible with respect to times, dates, places and persons involved. All complaints must be signed by the Complainant.

- B. Preliminary Investigation. Upon receipt and consideration of the complaint, the Managing Agent or a Member of the Board may make a preliminary investigation as to the validity of the complaint. If the condition has been corrected, or the complaint is invalid for any reason, the Managing Agent shall respond in writing to the Complainant in writing. If the preliminary investigation indicates the need for further action, the Managing Agent may proceed as appropriate. If it is questionable as to whether a violation exists, the Managing Agent or Member of the Board shall ask the Board to investigate and provide direction.

- C. Notice. If preliminary investigation indicates a complaint is valid and further action is necessary, the Managing Agent shall mail a written notice of violation by certified mail, return receipt requested, to the alleged offender at the alleged offender's address listed on the records of the Association and to the property address, if the record address is different. In instances when certified mail is refused or not picked up, notification shall be deemed effective two days after mailing.

If the violation is not of an urgent nature, as determined by the Managing Agent or the Board, an informal notice may be sent prior to the certified notice.

Written notice to an alleged offender shall advise the alleged offender of the nature of the offense, the identity of the specific provision within the governing documents which has allegedly been violated, the specific remedy required, and the number of days by which corrective action must be begun or completed in order to preclude the possible imposition of a penalty or remedy.

### II. ENFORCEMENT REMEDIES

If written notice to the alleged offender does not result in an abatement of the alleged offense, the Board may pursue enforcement remedies, which may include, without limitation, those remedies specified in Section 55-513 B of the Code of Virginia, 1950, as amended.

### III. HEARING GUIDELINES

In those instances in which Virginia law requires that the Board provide an Owner with the opportunity for a hearing pursuant to Section 55-513 B of the Code of Virginia, 1950, as amended, before exercising the remedies set forth therein, the following guidelines apply to the hearing procedure:

- A. The Managing Agent shall send a written notice, mailed by registered or certified mail, return receipt requested, to the Member, advising the Member of his or her right to contest the complaint at the hearing before the Board of Directors.
- B. Such notice shall advise the Member of the date, time and location of the hearing, of the Member's right to be represented by counsel, and of an earlier date, at least fourteen (14) days following the date of the receipt of the notice, by which the alleged offender must, by written notification to the Association's Managing Agent, confirm the intention to attend the hearing or make a request for the hearing to be conducted on a date other than as specified in the notice. A request to reschedule a hearing must be submitted in writing within ten (10) days from the date of receipt of the notice from the Association.

This request may be granted if reasonable and satisfactory justification for rescheduling the hearing is presented. The Board shall set all hearing dates at its discretion.

When no response is received by the Association from the alleged offender by the hearing confirmation date, or the Member confirms attendance but fails to attend the hearing without providing reasonable and satisfactory explanation, the alleged offender shall be deemed to have waived the right to attend the hearing. In such a case, the Board may impose a monetary charge or suspension of use privileges in the absence of the alleged offender. No such monetary charge or suspension shall be effective until a motion of the Board is duly passed. The minutes of the hearing at which the motion is passed must contain a written statement of the results of the motion, the imposed sanction, if any, and proof that the notice and invitation to be heard was mailed.

When the Member exercises his or her right to a hearing, the Member has a right to present evidence, present witnesses, and a general right to be heard.

Following the evidentiary portion of the hearing, the Board may conduct its deliberations in Executive Session to determine whether satisfactory proof of the alleged offense exists and, if so, whether monetary charges or suspension of facility use privileges should be imposed.

Notice of the decision of the Board shall be mailed to the alleged offender by certified mail within ten (10) calendar days of the hearing.

When the judgment is unfavorable to the Member, the Board shall instruct the Managing Agent to undertake the administrative actions required to affect the charge as an assessment against the Member's Lot and/or suspend the use of facility privileges. When judgment is favorable to the Member, the records of the Association shall be revised to so indicate, and the occurrence in question shall be disregarded for purposes of determining whether any alleged allegation of subsequent offenses are regarded as continuing offenses.

If the Board, after providing an opportunity for a hearing to the alleged offender, determines there is satisfactory proof that a Member has committed or is committing a continuing offense, and that monetary charges should be assessed, the calendar days for which daily charges may accrue will be those beginning after the date the Member is in receipt of the notice of the decision made at the hearing and ending with the date on which the Association's Board or Managing Agent observes that correction has occurred, or is notified by the Member that such correction has occurred, subject to later confirmation by the Association; however, in no case may the daily charge for a continuing violation exceed a total of ninety (90) days.

#### IV. APPLICABILITY

The procedures delineated herein may be applied to offenses of the Rules and Regulations and Governing Documents of the Association, but do not preclude the additional independent application of any other specialized and more expeditious enforcement procedures and remedies, as authorized in the Association's Rules and Regulations and state law, including, but not limited to:

- A. Tagging and towing of prohibited or unauthorized vehicles as authorized by the Association's Rules and Regulations, set forth in Chapter Four.
- B. Initiation of legal action as authorized by the Declaration.



**COMMUNITY ASSOCIATION**

**RESIDENTS' CLUB  
RULES & REGULATIONS**

**Adopted 06/11/09**

**Amended 9/27/12**

The Rules and Regulations for the Settlement at Powhatan Creek Community Association Residents' Club relate to the use and enjoyment of the Residents' Club at The Settlement at Powhatan Creek. The Residents' Club Rules & Regulations are intended to be used in conjunction with and as a supplement to The Settlement at Powhatan Creek Governing Documents. The Residents' Club Rules & Regulations were adopted by the Board of Directors of The Settlement at Powhatan Creek Community Association, Inc. on June 11, 2009 and amended on September 27, 2013.

These Residents' Club Rules & Regulations are for the protection and benefit of all persons to assure safe and secure operation of the Residents' Club. The cooperation of the Members will afford pleasant relaxation and recreation for everyone concerned. Members are requested to caution their Guests to observe the Residents' Club Rules & Regulations and to obey instructions of the Association Representative. Failure to comply with the Residents' Club Rules & Regulations may be considered sufficient cause for Members to be deprived of the use of the Residents' Club by the managing staff or the Association.

While visiting the Residents' Club, the conduct of any Guest(s) will be the responsibility of the Member. Any misconduct on the part of the Guest(s) may result in the temporary or permanent revocation of their rights of use.

1. Hours of Operation

- a. The Residents' Club will be available for use between the hours of 5 AM and 12 AM Monday through Thursday and 7 AM and 12 AM Friday through Sunday.
- b. Members must be in good standing with the Association in order to use the facility.
- c. Members may access the Residents' Club through the card reader access system located at the fitness room perimeter doorway. Two access cards will be given to each property or residence. Additional cards or replacement cards may be purchased for \$15 each by contacting the Association Representative. You are required to notify the Association Representative if your card has been lost or stolen.
- d. Members are responsible to ensure the Residents' Club is secure and locked when they are the last one to leave the facility.
- e. Community sponsored functions or events will be open to all Members.
- f. The Residents' Club parking lot is reserved for Members and Guests in current use of the facility. Regular daily parking when not using the Residents' Club should be on Members' driveways or common area streets as designated in the Homeowners' Rules and Regulations. Abandoned vehicles may be towed at the owners' risk and expense 72 hours after notice is posted.

- g. The Residents' Club may be rented to the public at the Board of Directors' discretion. Reserved event dates, hours, and areas will be posted for the Members' information. These areas will then be closed to Members and their Guests during the event's reserved times.

2. General

- a. Usage of the Residents' Club is at your own risk. Use proper judgment and caution when utilizing these amenities to avoid injuries.
- b. Members must accompany guest(s) when they are using the facility. Children under the age of 14 may not be left unattended.
- c. Guests under the age of 14 may not operate fitness equipment. Guests 14 – 18 years of age must be supervised by an adult while using fitness equipment.
- d. The Residents' Club is not responsible for lost, left or stolen personal property. Residents and Guests are not permitted to leave personal items at the Residents' Club (to also include pool and kitchen areas) or permitted to park in Residents' Club parking lot overnight without prior written permission from the Association Representative.
- e. Members are required to clean up after themselves while in the Residents' Club or any part of the Residents' Club grounds to include throwing away their own trash in the provided receptacles. Receptacles are available behind the tall white fencing on the left side of the building.
- f. Bike riding, roller blading, roller skating or skateboarding is not allowed on the Residents' Club parking lot, tennis court, sidewalk, or within the facility. If a Member or Guest becomes injured due to such actions, the Association will not be liable for damages.
- g. Members may not remove Residents' Club property from the premises. If a Member would like to move furniture or equipment, please see the Association Representative.
- h. No smoking is permitted in the Residents' Club. If smoking outdoors, Members and Guests are responsible for disposing of cigarette butts in the outdoor ashtrays provided.
- i. No pets are allowed in the Residents' Club facility or pool areas.
- j. Radio/music volume must be kept to a level that does not disturb others.
- k. No fireworks/explosives of any type or illegal drugs/weapons/chemicals are to be brought onto the premises. Due to liability, Members are not permitted to perform maintenance tasks, with the exception of maintaining cleanliness, at the Residents' Club or Residents' Club grounds.
- l. No unauthorized person shall use the Residents' Club facility. Unauthorized persons entering the facility will be prosecuted for trespassing and may have their membership suspended by the Association Board of Directors.



3. Conduct and Language

- a. Profanity, abusive, or vulgar language is strictly prohibited.
- b. Alcoholic beverages are permitted in the Residents' Club facility if brought into the facility by a Member. The Member may not sell alcohol. The Member may not serve alcohol to a minor.
- c. No intoxicated persons shall be allowed in the Residents' Club or Residents' Club area. If a Member becomes intoxicated, they may be asked to exit the facility for their own safety and the safety of others. If the individual does not cooperate, proper authorities may be called for assistance.
- d. Violations of these Rules and Regulations may result in suspension of the Residents' Club privileges.

4. Residents' Club Reservation and Rental Policies

- a. The Residents' Club is available for rental on a first come first serve basis. Rentals will be scheduled around the activity calendar. The Residents' Club will be available to rent by Members on holidays and holiday weekends providing a Community function has not been scheduled. The rental prices, times, Rules and Regulations are subject to change by the board at any time without prior notice.
- b. The Member is responsible for the actions and behavior of all Members and Guests attending the rental event, including financial responsibility for property damages. The Member is solely responsible for the behavior and safety of all minors while at the Residents' Club during an event. All Rules and Regulations set forth in this document and the Clubhouse Reservation Rules and Regulations apply to Renters and their Guests. Clubhouse Reservation Rules and Regulations will be given to the Member for review prior to reserving an event.
- c. The Member renting the Residents' Club must return the property to its pre-event condition. This includes cleaning the Residents' Club and adhering to the checklist. Failing to complete the checklist will result in the loss or partial loss of the security deposit at an amount deemed appropriate by the Board of Directors. If the property is severely damaged during a rental the Board may take action against the Resident.
- d. All Virginia Department of Alcoholic Beverage Control regulations and any pertinent James City County ordinances must be strictly adhered to. Any rental serving alcoholic beverages must obtain a banquet license to serve or provide alcohol through the Virginia ABC. Due to liability, the Residents' Club will not obtain a license for the Member. A copy of the license

must be provided to the Association Representative no less than 7 days prior to the rental event.

- e. A Banquet License may be required through James City County based on the type of rental event. It is the Member's sole responsibility to ensure that all James City County requirements for holding functions are met.
  - f. All equipment, food, beverages, decorations and supplies must be removed from the Residents' Club when the rental is over. All furniture must be arranged in the position it was found in. Do not use tape or thumb tacks on Residents' Club walls, wood molding, columns or any other wallpapered or painted surface in which the item may cause damage. Members will be charged for damages caused by decorations.
  - g. Association appointed staff has the authority to ensure safety and well being of the Members, Guests and Residents' Club. This authority includes ending the event and closing the facility if necessary.
  - h. The Settlement at Powhatan Creek Community Association accepts personal checks or money orders for Residents' Club rentals. Members may not charge to their Association account. Credit and debit card payments are not accepted.
5. Pool Use
- a. The Residents' Club pools are "Swim at Your Own Risk". There is no lifeguard on duty at any time.
  - b. There is a phone available in the kitchen for Emergency use.
  - c. The Association Representative or Board of Directors reserves the right to limit the number of Guests a Member may bring to the pool.
  - d. All swimmers must wear proper and customary swimming attire when in the pool. No cut off shorts are permitted.
  - e. Pool furniture should be returned to original arrangement after use.
  - f. Pool fountains are for visual enjoyment. Members and guests may not enter the fountain area for any reason, to include any type of recreation.
  - g. Food and drink must be consumed at least 5 feet away from the pool. NO glass containers of any kind are allowed at the pool facility. Members are welcome to bring refreshments in non-breakable containers. No gum is allowed in the pool or within the fenced area of the pool.
  - h. All refuse must be placed in containers provided for this purpose. Members are urged to assist in keeping the swimming pool and the swimming pool area clean.
  - i. Only authorized personnel are permitted in the pump/filtration room.

- j. Pool Maintenance Vendors may require the pool to be vacated for a short period of time during cleaning, chemical balancing, or repair.

6. Pool Safety

- a. Anyone with an open sore, rash, or cut on any part of the body is not allowed to enter the pool for health reasons. Persons with a recent intestinal illness are asked not to swim in the pool.
- b. No intoxicated persons shall be allowed in the swimming pool or the swimming pool area.
- c. No running, pushing, jumping, dunking or rough playing will be permitted in the swimming pool or pool area. Standing or sitting on another person's shoulders is not permitted.
- d. NO DIVING INTO THE POOL AT ANY TIME.
- e. Floats, Nerf style balls, and other pool toys are permitted in the pool. Super soakers and rafts are not permitted. For safety reasons, ball playing or throwing other projectile objects is not permitted on the pool deck. All pool toys must be taken home each day when leaving the pool.
- f. Inclement Weather – Members and Guests should exit the pool during inclement weather and not re-enter the pool until at least 30 minutes after lightning and thunder has subsided.
- g. An Association Representative may have the authority to close the pool facility due to a breakdown of the filtration and sanitizing systems or other related equipment, to perform necessary safety maintenance or sanitizing functions or in the event of a medical emergency.

- 7. Liability All persons using the Residents' Clubhouse do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with the use of the Residents' Club or for any loss or damage to personal property in the Residents' Clubhouse and surrounding areas. All persons using the Residents' Clubhouse agree not to hold the Association liable for any actions of any kind whatsoever occurring within the Association property limits. All Members are responsible for the actions of their Guests.

The Board of Directors reserves the right to modify/change these Rules and Regulations as deemed appropriate.

UPLOADED  
5/4/2021