

Rules and Regulations – The Lakes

- 1) Fishing and any other usage of the lake property is permitted only by residents or invited guests of residents only.
- 2) Guests may not use lake property for any purpose unless a Vineyards resident is present.
- 3) Any use of lake property requires adherence to all applicable safety regulations including, but not limited to, wearing appropriate personal flotation devices.

Rules and Regulations – The Swimming Pool

The swimming pool is available during the summer months. Specific dates and hours of operation will be announced each year. It is for the use of Vineyards residents in good standing and their guests. All guests using the pool must be accompanied by a resident at all times.

Specific rules governing good conduct and safety are posted at the pool and all persons using the pool are expected to adhere to these rules.

Rules and Regulations – The Nature Trail

The nature trail is a unique feature of the Vineyards. The entrance is located across Jockeys Neck Trail from the southeastern edge of Lake Joachim. It is for the use of Vineyards residents and their guests only. The nature trail is only to be used during daylight hours. While it is certainly a relaxing way to spend an afternoon, the trail does require that you be careful where you walk and be aware of your surroundings. Please use the trail as you would any similar nature trail and adhere to the follow guidelines in the spirit of *Leave No Trace Behind*:

- 1) Plan Ahead and Prepare: *The trail is a 2.3 mile loop with no facilities. Plan accordingly.*
- 2) Travel on Durable Surfaces: *Stay on the trail at all times.*
- 3) Dispose of Waste Properly: *Do not dispose of litter anywhere along the trail.*
- 4) Leave What You Find: *Do not collect anything from the trail.*
- 5) Minimize Campfire Impact: *Campfires or fires in any matter are forbidden.*
- 6) Respect Wildlife: *Minimizing impact on wildlife and ecosystems.*
- 7) Be Considerate of Others: *Following hiking etiquette and maintaining quiet allows visitors to go through the wilderness with minimal impact on other users.*

- f. **Alcohol:** Alcoholic beverage use must comply with the Virginia Law. For details not addressed below, contact the Hampton ABC office at (757) 825-7830.
 - i. This facility may not be used for an event in which alcoholic beverages are sold.
 - ii. A sponsoring responsible adult aged 21 years or older (the VHOA member) must be present for the consumption of alcoholic beverages to be allowed. It is the responsibility of the sponsor to coordinate with the Virginia ABC and obtain any required permit/license [e.g., one day Banquet License].
 - iii. At no time shall alcoholic beverages be stored overnight at the Clubhouse, left unattended in the building or on the grounds.
 - iv. Alcoholic beverages will not be served or consumed at any function held for minors (under 21 years of age).
 - v. Abuse of alcoholic beverages during any function will not be tolerated. The sponsor is responsible for the proper behavior of guests/attendees.
 - vi. No private social functions are permitted to use fireworks unless part of a general Homeowners Association celebration.
- g. **Music:** Unless part of a generally permitted HOA celebration, there shall be no music outside of the Clubhouse after 9:00 p.m.
- h. **Parking:** At all private social functions using the Clubhouse, parking shall be limited to one side only along Jockey's Neck Trail and subject to all Virginia Department of Transportation and James City County regulations.
- i. **Smoking:** Smoking, or the use of any other tobacco product, is not permitted in the clubhouse, the enclosed pool area, the playground, the tennis courts or any of the areas surrounding or adjacent to any of the facilities at any time.
- j. **Pets:** Pets are not allowed inside the Clubhouse, the fenced pool enclosure, or the tennis courts. Pets are permitted on the grounds but must be leashed at all times.
- k. **Clubhouse Access:** If the clubhouse is reserved for private use during the regular pool hours, all members shall have the right to use the pool and the appropriate areas of the Clubhouse as necessary as long as the pool is open.
- l. **VHOA Property:** VHOA property (chairs, tables, etc.) is not to be borrowed or rented or removed from the premises without the explicit permission of a representative of the VHOA Board.
- m. **Decorations:** Decorations, if used, must not be affixed to building surfaces so as to deface walls (e.g., do not use nails).
- n. **Miscellaneous Supplies:** Paper plates, plastic eating utensils, cups, and napkins stored in the closet are for VHOA functions only. Members renting the Clubhouse for private functions must provide their own supplies. Toilet paper, paper towels, soap, and trash bags are provided.
- o. **Fireplace:** The fireplace may only be used by the person or persons responsible for the clubhouse rental. The area around the fireplace must be kept clear of incendiary items at all times while in use. All persons in the area must be cautioned to exercise care to avoid accidents.
- p. **Television/Video Equipment:** The television and video equipment should only be used by persons familiar with the equipment. If unfamiliar with the equipment, please contact BRPR for instruction.

The Vineyards Amenities

Adopted February 10, 2014

The Vineyards Clubhouse, Pool, and Tennis amenities are where we, as a neighborhood, meet and interact. This interaction is a large part of the unique quality of life that The Vineyards offers our residents. The rules and regulations set forth below are for the protection and benefit of all members and their guests. Use of the Clubhouse and the facilities is limited to members in good standing of the Vineyards Homeowners Association (VHOA) and their invited guests. All are subject to the rules and regulations described herein. Members renting the clubhouse shall agree to all rules set forth.

Persistent or willful disregard of these rules may result in revocation of privileges. Violation of this agreement and/or failure to pay fees/assessments will result in suspension of the member's Clubhouse/Pool/Tennis Courts privileges until all fees are paid.

Rules and Regulations – The Vineyards Clubhouse

The Vineyards Clubhouse is available to VHOA members in good standing and their guests. Management of this facility is entrusted to Berkeley Realty Property Management (BRPR), with oversight by the VHOA Board of Directors. BRPR shall be responsible for all scheduling of events, and may deny use of the facility when the requested activity is deemed inappropriate to the best interests of the VHOA. Contact BRPR directly to schedule an event. All scheduled events shall be posted to The Vineyards on-line calendar.

Rules and Regulations pertaining to the use of The Vineyards Clubhouse are defined as follows:

I. Allowed Uses of The Vineyards Clubhouse:

- a. Activities/functions sponsored by VHOA: The Vineyards Clubhouse is to be used for neighborhood functions including, but not limited to, Board and Committee business meetings and Association sponsored social functions. There shall be no fee assessed for these uses.
- b. Private activities/functions sponsored by a VHOA member: The privilege of renting the Clubhouse for private functions shall be extended to all Association members (residents) in good standing; i.e., all dues paid and no liens pending. "For profit" functions (business seminars, home goods/fashion/jewelry parties, etc.) may be held only if the host is a member in good standing and is present at all times during the function. All invitations must be privately solicited.

PRIVATE SOCIAL FUNCTIONS

The pool and Clubhouse are available for scheduled use by members for private social functions subject to a pre-paid use fee, clean-up deposit and any lifeguard fees.

In the event the Clubhouse is scheduled for use by a member for a private social function during the regular pool hours, all other members shall have the right to use the pool and the appropriate areas of the Clubhouse as necessary during the regularly-scheduled hours.

At all private social functions using the Clubhouse, there shall be no parking on Jockey's Neck Trail without parking/traffic attendants. In any event, parking shall be on one side only and subject to all Virginia Department of Transportation and James City County regulations.

No private social functions shall use fireworks unless part of a permitted general Homeowners Association celebration.

During private social functions, there shall be no dancing without a dance floor placed over the existing Clubhouse floor. Further, there shall be no outside dancing on the lower deck. Dancing on the upper deck should be minimized and discouraged. All dancing within or without the Clubhouse facility is at your own risk.

Unless part of a generally-permitted HOA celebration, there shall be no outside music at the Clubhouse after 9:00 p.m. Functions shall not finish later than 11:00 p.m. unless approved in writing in advance. At all other times, sponsors of Clubhouse functions should respect the needs of all members of the community.

LAKES

Fishing by residents or guests of residents only. ANY USE OF LAKE SHALL REQUIRE ADHERENCE TO ALL APPLICABLE SAFETY REGULATIONS INCLUDING, BUT NOT LIMITED TO, WEARING OF FLOTATION DEVICES.

May 2001

The Vineyards Clubhouse Reservation Regulations

1. **RESERVATIONS:** Applications for reserving the clubhouse facilities are accepted on a first come first serve basis. Reservations are limited to the exclusive use of residents and owners within The Vineyards. Reservations are deemed complete upon receipt by the Association of the rental fee and a completed indemnification form for the event.
2. **LIABILITY / SUPERVISION:** Social functions must be hosted and attended by the resident who is making the reservation. That individual will pay the rental fee and will assume all liability, including damages or loss of items used at his or her function. The clubhouse and grounds are to be returned broom clean with all trash placed in the available outside containers upon conclusion of the function. Members reserving the clubhouse agree to be responsible for any damages resulting from their function, and agree that the cost of such damages shall become part of their assessment obligation and shall be subject to collection remedies as prescribed in the Association's governing documents if not paid within thirty (30) days of the date of notice from the Association of such charges. The individual responsible for the reservation will also be responsible for providing access and proper supervision for any outside contractors, caterers, etc. associated with the event.
3. **FACILITY USE:** Individuals reserving the clubhouse facilities are responsible for making sure that the facilities are not used for purposes that are illegal or against any municipal code or ordinance. Residents and their guests understand and agree that they use the pool, pool area and clubhouse at their own risk.
4. **INDEMNIFICATION:** Each individual who reserves the clubhouse facilities and hosts an event shall indemnify the Association, its officers, agents and members from all claims or actions that may be brought forth that are related to the scheduled event or any person in attendance at said event.
5. **EXTENT OR FACILITY USE:** The facilities reserved for use are limited to the clubhouse facility only and do not include the pool facilities. Individuals wishing to include the pool must arrange with the head lifeguard and are responsible for all lifeguard fees.
6. **SMOKING is NOT permitted within the clubhouse.**
7. All persons entering the clubhouse must be dry with no wet suits or clothes.
8. Pets are NOT permitted in the clubhouse or pool area.
9. Appropriate personnel may terminate any activity, which in the opinion of the Association creates a problem or nuisance.

By signing this form, you are agreeing to abide by the above regulations and the additional rules and regulations for the clubhouse and pool area.

Purpose of Reservation: _____

Date Requested: _____

Time Requested: _____

Homeowner Name: _____

Homeowner's Address: _____

Homeowner's Phone Number: _____

Signature: _____

Date of Application: _____

ARTICLE 6
EASEMENTS

6.1 Underground Utilities. All utility service lines and facilities to be located on any Lot shall be installed underground by the respective Owner of such Lot. The restrictions contained in this Section 6.2 shall be enforceable by the Owners as set forth in Article 8 below and by the County of James City, Virginia.

6.2 Adjoining Areas. Each Owner is hereby declared to have an easement as the same was previously granted by the Declarant over all adjoining Lots or Common Areas for the limited purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar encroachments over adjoining Lots shall be permitted and easements are hereby created for the maintenance of said encroachments so long as they shall exist.

6.3 Easements of the Association. There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the association as are set forth herein. Each Owner shall have an easement in common with the Owners of all other Lots to use all Pipes, wires, ducts, cables, conduits, telephone and public utility lines and other common elements located on any of the other Lots and serving his Lot.

6.4 Open Space Conservation Easement(s). Any and all spaces designated on recorded plats as "Open Space Conservation Easement" shall be owned and held by the Association. The use of such areas shall be restricted hereby to that of open space retained in a natural state. No structures, playground equipment, picnic tables or other equipment, machinery or disturbance shall be maintained on such areas. The Association shall have the right to undertake ornamental plantings and such mowing and pruning and other woodlot management as is necessary to preserve the aesthetic beauty of such areas.

6.5 Priority of Easements. Each of the easements hereinabove were established upon the recordation of the Declaration and are hereby reaffirmed in all respects as covenants running with the land for the use and benefit of the Lots and the Common Area as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Properties of any portion

ARTICLE 7
ASSESSMENTS

7.1 Lien for Assessments. Each Owner hereby covenants and manifests agreement by acceptance of a deed for any Lot within the Property to pay to the Association such annual assessments or charges and such special assessments for capital improvements as may be established by the Association. Any unpaid annual and unpaid special assessments, together with interest, costs of collection, and reasonable attorney's fees, shall constitute a charge and lien upon the Lot of each Owner who does not pay the aforesaid assessments when and as assessed. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of each Owner of any Lot at the time when the assessment falls due. This obligation shall

satellite dish antenna shall be permitted on the Common Area unless installed by the Association.

4.16 Maintenance of Lots. Each Owner shall maintain their Lot and the exterior of any improvement on the Lot in a neat and orderly manner. Each Owner shall keep his Lot clear of trash, garbage, and other waste. Landscape materials, mulch, stone, other construction materials or debris should be used or disposed of in a timely manner. The exterior of any Dwelling or building shall be maintained in the condition as originally constructed. An Owner shall not permit the landscaping and grass on his or her Lot to become overgrown. Should any Owner fail to maintain his Lot as required by this provision, the Association may, but is not required to, arrange for necessary repairs, replacement, cleaning, painting, pruning, or cutting. In the event the Association undertakes any such action, the cost of such work shall be a specific assessment against the Lot subject to the lien and enforcement provisions set forth in Article 7 below.

ARTICLE 5 COMMON AREA

5.1 Common Areas. All lots or parcels in the development designated as Common Areas are and shall remain private property, and the recordation of a plat shall not be construed as a dedication to the public of any such Common Area located thereon.

5.2 Ownership. Approximately 25 acres, more or less, at the entrance to the Vineyards subdivision is subject to a certain long-term lease to the Williamsburg Winery, Ltd. for the development of Vineyard acreage and transfer of title to said leased acreage to the Association shall be subject to said lease.

5.3 Use. Each Owner is granted a non-exclusive right and easement of use and enjoyment to the Common Area subject to the right of the Board of Directors to (i) regulate the use and enjoyment of Common Areas and improvements thereon, (ii) establish reasonable charges therefore, (iii) to grant easements and licenses, and (iv) enact rules and regulations.

5.4 Maintenance of Common Areas. The Association shall be responsible for the maintenance, repair, replacement and improvement of the Common Areas.

5.5 Lakes, Lakefront Lots, Dams, and Certain Easements.

5.5.1 *Limitations of Water Rights.* No Owner of a Lot contiguous to a lake or stream shall have any rights with respect to such lake or stream, the land thereunder, the water therein, or its or their elevation, use or conditions, nor shall such Owner have any riparian rights incident or appurtenant thereto. No person shall acquire title to any land in the development by accretion, reliction, submergence, or changing water levels.

5.5.2 *Right to Remove Accretions.* The Association shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lakefront Lot in order that the shoreline of the lake to which the Lot is contiguous may be moved inland toward or to the boundary of said Lot.

4.2 Home Businesses. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential purpose; provided, however, that an Owner may maintain an office in the dwelling constructed on such Owner's Lot if (i) the occupation or activity is conducted entirely within the dwelling; (ii) the occupation or activity requires no external alterations or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the home or in adjacent property; (iii) no exterior evidence of the occupation or activity exists; (iv) no articles are displayed or otherwise offered for sale upon the Lot; (v) no equipment or process inside that may disrupt neighboring dwellings; and (vi) such office generates no significant increase in traffic by clients, customers or other persons related to the business.; (vii) the Owner applies for approval of the use by making application to the Board of Directors.

4.3 Outbuildings. No trailer, tent, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Sheds, garden sheds, garages, dependencies and outbuildings require approval by the ARC.

4.4 Trucks, Campers, Boats, and Boat Trailers, etc. No trucks, commercial vehicles, recreational vehicles, campers, boats, boat trailers, utility trailers, trailers of any type, mobile homes, farm use vehicles, heavy equipment or machinery shall be parked over twelve hours in any one week on any Lot, driveway, or road within the Property. Boats and/or boat trailers may be stored on any Lot provided appropriate screening of such vehicle or trailer is provided by the Owner of such Lot to screen the vehicle or trailer from view from the street and adjacent Lots. The effectiveness of such screening and therefor the permissibility of such storage shall be subject to prior review and to periodic review by the ARC and/or the Association, in their sole discretion. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicles, boat, or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ARC. No stripped down, wrecked, inoperable, or junk motor vehicle, or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street. Vehicles should not be parked on the Lot in places other than the driveway, parking pad or garage.

4.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not become a nuisance to other Owners or occupants. No animal shall be allowed to run at large. The Board of Directors may establish and enforce policies, rules, and regulations regarding pets.

4.6 Garbage. No Lot shall be used or maintained as a dumping ground for garbage or rubbish. All wastes, including garbage, shall be kept in sanitary containers, located and screened by low, wooden fencing so as to be concealed from neighboring Lots and roads.

4.7 Clotheslines. No clotheslines or other structures for like purposes shall be permitted on any Lot. No laundry garments shall be hung outdoors for any purpose whatsoever.

3.4.6 *Siding and Exterior Walls.* No dwelling, outbuildings, sheds, garden sheds or dependencies shall be constructed in any manner with aluminum or vinyl siding. Wood siding and brick are the suggested exterior wall building materials which shall be permitted, and any such material must be approved in advance by the ARC with samples provided the ARC prior to approval. Principal exterior building materials or plastic and/or shiny metallic surfaces will not be permitted. Simulated composite wood and/or masonite siding, brick or stone will be permitted only at the sole discretion of the ARC which shall require the submission of sample materials to the ARC for consideration. All outbuildings, sheds, garden sheds or dependencies will be stick built of the same material as the primary dwelling. Prefabricated outbuildings, sheds, garden sheds or dependencies made of any material other than the material used for the primary dwelling will not be permitted.

3.4.7 *Windows* shall respect the true tradition of the architectural style of the windows used. Artificial window muntins shall be permitted with prior approval of the ARC. Window openings and heights should be related to other design features of the house. All curtains, draperies, window shades, window blinds, and window hangings shall present a neutral color pallet when viewed from the outside of the building.

3.4.8 *Paint colors* shall be selected from Martin-Senour Williamsburg Colors or Benjamin Moore Historic Colors. Trim colors shall be compatible with siding or brick colors.

3.4.9 *Mailboxes and Newspaper tubes* shall be permitted only of a type and style designated by the ARC.

3.4.10 *Fences or fencing-type barriers* of any type shall be placed, erected, or allowed on any Lot or portion of the Property only with the prior written approval of the ARC. The ARC may issue guidelines detailing acceptable fence styles or specifications.

3.4.11 *Chimneys* shall be of appropriate size, scale, and material related to the style of roof and architecture, all as approved by the ARC. Chimneys shall be all masonry with wood-molded brick exterior finish on Colonial reproduction architecture. Chimneys may be prefabricated-type enclosed in brick or siding to match house style with a low profile termination on contemporary adaption designs.

3.4.12 *Skylights* shall not be visible on the front or front facing roof area of any building.

3.4.13 *Utilities.* Electric and gas meters, cable TV wiring, and telephone wiring entry locations shall be located on a part of the building which is screened and/or faces away from the public street. Electric and gas meters shall be a maximum of four feet above finished garage. All exterior television, radio and other electronic antennae, or dishes shall be prohibited unless approved by the ARC.

3.4.14 *Swimming pools* shall be of moderate size and shall be sited with minimal disruption to the natural grades as approved by the ARC. No above-ground swimming pools, hot tubs or saunas are permitted. Hot tubs and saunas must be integrated with the primary dwelling and

Design Group recorded in the office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City as Instrument No. 070002025 are not subject to the specific covenants that pertain to Village Lots as set forth herein. The Plat erroneously referred to the Lots set forth above as Village Housing and the discrepancy was noted in that certain Supplemental Declaration recorded as Instrument No. 0700026845

1.10 Williamsburg Farms Lots shall mean those certain Lots identified as Lots 75, 76, 77 and 78 as shown on that certain Plat entitled "PLAT SHOWING A SUBDIVISION OF LAND OWNED BY WILLIAMSBURG FARMS, INC." dated November 8, 2004 made by LandTech Resources, Inc. and recorded in the office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City as Instrument No. 050024607.

ARTICLE 2 THE VINEYARDS HOMEOWNERS ASSOCIATION

2.1 Members. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.2 Voting Rights of Members. Members of the Association shall be entitled to one (1) vote per Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The Members shall exercise the vote for such Lot as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2.3 Rights and Duties of Association. The Association shall have all rights and responsibilities set forth in its Governing Documents or by law, including, but not limited to, the Virginia Property Owners Association Act.

2.4 Management. The affairs of the Association shall be managed by its Board of Directors.

ARTICLE 3 ARCHITECTURAL CONTROL

3.1 Architectural Review Committee. An Architectural Review Committee (the "ARC") consisting of not fewer than three (3) members shall be appointed by the Board of Directors of the Association. The Committee shall consist of a member of the Board of Directors and two additional members who shall be Owners, who shall serve for a term of two (2) years. The number of members of the ARC may be increased as determined necessary by the Board of Directors. The members of the ARC shall not be entitled to any compensation for services performed pursuant to this provision.

3.2 Approval. No dwelling, structure, outbuilding, garage, retaining wall, endwall, shed, garden shed, outbuilding, improvement, landscaping or other work which shall be placed on the Property, nor shall any exterior addition to, or change or alteration be made until the plans and