

*ByLaws*

**THE OAKS ON HENRY HOMEOWNERS ASSOCIATION, INC.**

**AMENDED AND RESTATED BYLAWS**

**2005**

These Bylaws are amended and restated as of November 30, 2005. These Bylaws supersede all prior versions thereof.

**ARTICLE I  
HOMEOWNERS ASSOCIATION**

**I.1 NAME (Art of Inc I)**

The name of the Corporation shall be THE OAKS ON HENRY HOMEOWNERS ASSOCIATION, INC.

**I.2 PURPOSE AND POWERS (Art of Inc II)**

The purpose of the Association shall be to provide for maintenance, preservation and architectural control in any lawful manner of the real estate development known as THE OAKS, and to promote the health, safety and welfare of the residents within the property as set forth in the Articles of Incorporation, and the Declaration of Covenants and Restrictions, and to exercise all the powers and privileges inherent in the aforementioned documents.

**I.3 MEMBERSHIP (Art of Inc III, Covenants III)**

Every person or entity who is an owner or joint owner of any lot which is subject by covenants of record to assessment by the Corporation shall be a member of the Association. A member in good standing is an owner who is current in all financial obligations to the Association.

**I.4 VOTING RIGHTS (Art of Inc IV, Covenants III)**

One vote only shall be cast for each lot owned of record by members in good standing. In the event of joint or multiple ownership of a Lot, or Lots, members must decide among themselves who shall cast the vote.

**I.5 ANNUAL ASSOCIATION MEETING**

The annual meeting of the Homeowners Association shall normally be held on the third Tuesday of January in each year or on such date and at such time and place as designated by the Board of Directors. Purpose of the meeting shall be for the election of Directors, approval of the annual budget and for the transaction of such other business as may come before the meeting.

## **1.6 SPECIAL ASSOCIATION MEETINGS (VA Code 13.1-842-C + 13.1 839-D)**

Special meetings of the Association, for any purpose or purposes, may be called by the President of the Board of Directors or by any two Directors, with the knowledge and approval of the President and/or shall be called by the President at the written request of not less than 10% of all the homeowners in good standing. Time and place of the meeting shall be designated by the President of the Board or persons calling the meeting. Notice of a special meeting shall state the purpose or purposes for which the meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail. Only business within the purpose or purposes described in the meeting notice may be conducted at a special members' meeting.

## **1.7 NOTICE OF ASSOCIATION MEETINGS**

### **ANNUAL MEETING, BUDGET APPROVAL MEETING, SPECIAL MEETING AND/OR ANY MEETING AT WHICH A MEMBER SHALL BE REQUIRED TO VOTE (VA CODE 13.1-842-A.1 AND C)**

The Secretary of the Association, at the direction of the President, shall give members written notice of the date, time and place of each annual and special meeting. Such notice shall be given, in person, or by first class mail, postage prepaid to each member at his or her address as noted in the corporate records, no less than 30 nor more than 60 days before the date of the meeting. Notice of a meeting shall state the purpose or purposes for which the meeting is called.

## **1.8 QUORUM (Covenants IV.5, IV.3-B)**

At any meeting of the Association, 51% of the members in good standing, represented in person or by legal proxy, shall constitute a quorum.

If less than the said number of members is represented at a meeting, a majority of the shares so represented may adjourn the meeting to another time issuing written notice to all entitled members not less than 30 days nor more than 60 days in advance of the meeting. At such adjourned meeting, the quorum required in person or by legal proxy will be 30% at which a quorum shall be present and represented, and any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

## **1.9 PROXIES**

At all meetings of the Association, a member may vote by legal proxy executed in writing by a member or by his or her duly authorized representative. Such proxy shall be structured so that each homeowner with a vote can indicate on the signed proxy his or her position either for, against or abstention from voting on all known questions to be brought before the assemblage of all homeowners. Such proxy may also authorize the proxy holder to vote according to his or her best judgment on any reasonable business brought before the Association. The proxy should define the issues to be voted on and indicate the recommendation of the Board of Directors for each proposition. Proxies shall be provided 30 to 60 days in advance of the meeting. Such proxy shall be filed with the Secretary prior to the start of the meeting. A separate proxy shall be issued to elect the Board of Directors, and shall be filed with the Chairman of the Elections Committee in accordance with the Articles of Incorporation.

## **I.10 VOTING**

Election of the Board of Directors shall be by secret ballot. All other voting shall be by unit roll call or show of hands (actual count to be taken at that time) at the discretion of the Board.

## **I.11 PROPOSED REVISIONS**

Proposed resolutions to revise to an article, paragraph, rule or regulation, or bylaw or resolution to make an addition or deletion to any governing documents shall be submitted in writing to the Board of Directors at least 14 days prior to the next scheduled meeting of the Association, unless otherwise required.

## **ARTICLE II BOARD OF DIRECTORS**

### **III GENERAL**

The business and affairs of the Association shall be managed by an elected five member Board of Directors. The Directors so elected shall in all cases act as a board and may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper and which are not inconsistent with the Association's Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions, these Bylaws, as well as the laws of the Commonwealth of Virginia. Election of Directors shall be held at the annual meeting.

### **II.2 POWERS AND DUTIES**

The Board of Directors shall have the following powers and duties:

1. To prepare and adopt an annual budget of the Association in which there shall be established the assessments of each Unit Owner upon majority vote of the Directors.
2. To make, levy and collect assessments against members and members' Units.
3. To make or contract in order to provide for the maintenance, repair, replacement, operation, improvements and management of the Common Area wherever the same is required to be done and accomplished by the Association for the benefit of its members.
4. It is understood that dues must be sufficient to provide for the payment of all anticipated current operating expenses.
5. To contract on behalf of the Association for the management of The Oaks.
6. To enforce, by legal means, the provisions of the governing documents of The Oaks.
7. To cause the Association to pay all taxes which affect any part of the Common Area.
8. To cause the Association to carry insurance for the protection of the members and the Association against casualty and liability as required.
9. To cause the Association to pay all costs of utility services rendered to The Oaks which are not the specific responsibility of the owners of the separate Units.
10. To cause the Association to employ personnel, for reasonable compensation, to perform services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.
11. Any other powers and duties provided by the Articles of Incorporation, the Declaration, or the laws of the Commonwealth of Virginia.

## II.3 QUALIFICATIONS AND TERM LIMITATIONS

No person shall be eligible for election to the Board of Directors unless he/she is (alone or together with one or more other persons) a Unit Owner in good standing. No person elected as a member of the Board of Directors shall continue to serve as a member of the Board of Directors if he/she is more than thirty days delinquent in his/her financial obligations to the Association and/or a lien has been filed against his/her Unit. The term of office for a Director shall be one year.

## II.4 DIRECTORS MEETINGS

### A. Initial Board Meeting

A regular meeting of the newly seated Directors shall be held without other notice than this Bylaw immediately after and at the same place as the annual meeting of property owners for the purpose of electing/appointing the Officers of the Association.

### B. Regular Board Meetings (VA CODE 55-510.1)

Written notice stating the place, day and hour of the meeting of the Board of Directors shall be published where it is reasonably calculated to be available to a majority of the lot owners and shall be sent by first-class mail to any lot owner requesting such notice not less than ten days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the property owner at his or her address as it appears on the books of the Corporation, with postage thereon prepaid.

### C. Special Board Meetings

Special meetings of the Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Directors may fix the place for holding any special meetings of the Directors called by them. No business shall be transacted at special meetings except that for which the meeting was called. Notice of any special meeting shall be given at least 3 days previously thereto by written notice delivered personally, or by e-mail or mailed to each Director at his/her business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### D. Quorum

At any meeting of the Directors a majority of the members of the Board of Directors present in person constitutes a quorum.

### E. Manner of Acting

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Directors.

#### **F. Voting (VA Code 55-510.1-B)**

The Board of Directors may not vote by secret ballot in any open session other than election of Directors.

#### **G. Agenda Packets (VA Code 55-510.1-B)**

At least one (1) copy of all agenda packets for each meeting shall be made available to the membership at the same time the packets are furnished to the Board.

### **II.5 VACANCIES**

Except as to vacancies created by removal of Directors by members, vacancies in the Board occurring between annual meetings shall be filled by appointment of a Unit Owner in good standing to the Board by the remaining Directors. The newly appointed Director shall hold office for the balance of the term. This appointment may necessitate the re-appointment of Board officers. If the Board is unable to fill the vacancy by appointment within thirty days, a letter shall be sent to all members requesting volunteers; said volunteer being subject to Board approval. The Board shall enter all actions in its minutes.

### **II.6 RESIGNATION**

A Director may resign at any time by giving written notice to the Board, the President, or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board, and the acceptance of the resignation shall not be necessary to make it effective.

### **II.7 REMOVAL**

Should the members of the Association at any duly convened regular or special meeting desire, they may remove any director with or without cause by vote of a 51% majority of all members in good standing and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

### **II.8 PRESUMPTION OF ASSENT**

A Director of the Association who is present at a meeting of The Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in minutes of the meeting or unless he/she shall file written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

### **II.9 COMPENSATION (Art of Inc VI-F)**

No Director shall receive compensation for any service he/she may render to the Company. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her approved duties.

## **II.10 COMMITTEES (VA Code 13.1-869 A-B)**

The Board by resolution shall designate committees to handle particular tasks for the Association. Such committees will serve for a specified period of time, to be stated at the time of their establishment. Such committees shall be comprised of any member in good standing who is designated by the Board as the chairman. Each committee shall be comprised of 3 or more members in good standing selected by the chairman. Committees shall serve at the pleasure of the Board. Committees shall bring all recommendations to the Board for consideration and final approval.

### **II.10-A STANDING COMMITTEES**

All standing committees shall be created within forty five days of the seating of the Board.

#### **1. Architectural Committee**

The Architectural Committee is established by and is responsible to the Board of Directors for assuring that the architectural integrity of the original design shall be preserved. In that capacity, the Committee acts to maintain architectural criteria already established; to recommend policy changes for which majority homeowner approval must be obtained; to handle the administrative aspects of routine Architectural Modification applications; and, to inform homeowners of architecturally related matters. The Architectural Committee will advise all homeowners that all exterior modifications to their properties must be submitted in advance to the Committee, using The Oaks Architectural Modification Request Form. The Committee shall review all requests and make recommendations of approval/denial to the Board. The Board shall make the final decision regarding each request except where such changes have been standardized. Following Board approval some modifications may also require approval by the City of Williamsburg.

#### **2. Landscape Committee**

The Landscape Committee is established by and is responsible to the Board of Directors for assuring that landscaping shall be provided in the common areas for the enjoyment of all and that no one shall make or cause to be made any damage to, theft, destruction, or abuse of the property. A change request to the common area by a homeowner may be presented to the Landscape Committee. The Landscape Committee shall review the request and make recommendation of approval/denial to the Board for final decision. If approved, the homeowner is responsible for maintenance of any landscaping which he/she has added on the common grounds near his/her residence. If such landscaping is left unkempt, it will be forfeited to the Association's jurisdiction and maintained by the Association. A homeowner and/or resident who alters the common ground without permission of the Board shall be held financially responsible for all maintenance and/or corrections which might be made.

### 3. Nominating/Elections Committee

The Nominating/Elections Committee is charged to provide sufficient number of nominees. The Committee shall provide Petitions of Candidacy to all Lot owners at least 60 days prior to the annual election. Any Lot owner in good standing desiring to become a candidate for the Board of Directors must submit to the Elections Committee a petition of candidacy. The petition must be submitted at least 45 days prior to the annual election and must be signed by three members. Upon receipt of petitions the Committee shall submit names to the Treasurer for verification that candidates are in good standing and may run for office. Once verification is obtained the Committee shall compile a slate of bona fide candidates and present it to the Secretary, who shall provide all Lot owners with a legal proxy containing the names of all bona fide candidates not less than 30 days before the annual meeting. Election shall be by secret written ballot at the annual meeting and by proxies delivered to the Chairman of the Elections Committee prior to the start of the annual meeting.

The Committee shall conduct the elections to include registration, validation of voters, creation and distribution of the ballots and collect, compute and publish the results.

Exclusions to Committee membership shall include candidates, spouses, current board members or officers.

## ARTICLE III OFFICERS OF THE CORPORATION

Officers of the Corporation shall be a President, Vice President, Secretary, Treasurer and Member at Large and shall be elected/appointed by the Board of Directors. Officers may also be required or allowed to be members of the Board of Directors.

### III.1 DUTIES AND RESPONSIBILITIES

The President shall be the chief corporate officer of the Association and shall preside at all meetings of the Association. The President shall be responsible for implementing the directions given by the members at the annual meeting of the Association and the actions of the Board of Directors, and for reporting periodically to the members on the conduct and management of the affairs of the Association.

In temporary absence of the President, the Vice President shall preside at meetings of the Board of Directors and the Association, and shall have such other powers and perform such other duties as are assigned by the President.

The Secretary shall be responsible for issuance of timely notices of all meetings of the Association and the Board of Directors, and shall keep the minutes of such meetings. The Secretary shall provide copies of minutes per request of any homeowner in good standing and shall provide all proxies for all meetings.

The Treasurer, with the assistance of other professional agents such as a CPA or management company, shall be responsible for receipt and custody of all monies of the Association and for disbursement thereof as authorized below (IV.4), keeping of accurate records of monies received and paid out, execution of contracts or other instruments authorized by the Board, and preparation and issuance of financial statements and reports.



## ARTICLE IV FINANCIAL ADMINISTRATION

### IV.1 FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January of each year.

### IV.2 BUDGET

The annual budget shall be prepared by the Treasurer with assistance as required by other agents or by the firm employed to oversee financial management, and the Treasurer shall present the budget to the Board of Directors for review prior to the January meeting of the Association at which time the budget will be considered for approval.

A copy of the proposed one year budget shall be mailed to Unit Owners not less than ten days nor more than sixty days prior to the meeting at which the budget will be considered for approval together with a notice of the meeting.

### IV.3 RESERVE FUND

The Board of Directors of the Association in assessing for Common Expenses shall include therein a sum to be collected as a Reserve Fund for replacement and/or repair of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment for which it has the responsibility to maintain and repair. Investment of such funds shall be limited to certificates of deposit and money market accounts in local banks.

### IV.4 ASSESSMENTS

#### A. Assessments to 5%

The annual assessment may be increased pursuant to the Declaration.

#### B. Default in Payment of Any Assessment; Lien

In the event of a default by a Unit Owner in the payment of any assessment, the Association may exercise all rights and remedies provided by law, including the liability of the Owner of the Unit and shall include liability for late charges, reasonable attorney's fees and for court costs incurred by the Association incident to the collection of such assessment and enforcement of its lien as provided in Article IV, Section 1 of the Declaration.

#### **IV.5 EXTERIOR MAINTENANCE**

The Board of Directors shall establish a cycle of maintenance of the exterior of all residences, the cycle to be no more than 7 or less than 5 years for painting or staining. This responsibility shall include and be restricted to the cleaning and caulking, and the painting or staining of all exterior brickwork, siding and trim. It does not include repairs to exteriors of any residence, or maintenance or repairs of any kind to the interiors of residences. All residences shall be treated comparably as to colors, materials and methods to be used that shall be set by the Board of Directors with the advice of the Architecture Committee, a Maintenance Committee, the Managing Agent and the approval by the City of Williamsburg if required. All homeowners and tenants shall be advised by the Managing Agent of any and all work to be done under this Article not less than 30 days prior to its commencement.

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

#### **IV.6 CHECKS, DRAFTS**

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be approved by the Treasurer and signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined by the resolution of the Directors. Check-signature authority shall be assigned to such officers or agents only after approval of the Board and written confirmation of that authority by the President.

#### **IV.7 DEPOSITORIES**

All funds of the Association not otherwise employed shall be deposited by the managing agent at the direction of the Treasurer as soon as possible to the credit of the Association in such banks, trust companies, or other depositories as the directors may select. The Treasurer shall obtain copies of all deposit slips.

#### **IV.8 CONTRACTS**

No contract for maintenance, repair, new construction or installation undertaken by the Association in relation to the residences or Common Area may be undertaken without procurement by the Board of at least three (3) written estimates from separate contractors or service providers. The Board may authorize commencement of such work only after it has entered into a written contract with the winning bidder. The President of the Board may authorize any officer or officers to enter into any such contract or execute and deliver any instrument in the name of and/or on behalf of the Association, provided that, except in the case of demonstrable emergency, the contract is within Association-approved budgetary limitations.

#### IV.9 LOANS (Articles of Incorporation, Article II, section d)

No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name unless authorized by a (2/3) two-thirds majority of Association members entitled to vote and present or represented by legal proxy at the meeting.

#### ARTICLE V ENFORCEMENT

Violations of any provisions of this document shall be reported to a member of the Board of Directors or managing agent. Pursuant to the Covenants and Bylaws of the Association, the Board will take the necessary and appropriate action to insure compliance with these provisions. Such action may include, but is not limited to:

1. Notification to Lot Owner of violation requesting compliance, containing appropriate response time as determined by the Board.
2. Imposition of fines.
3. Suspension of Association privileges until compliance. (Declaration, Art II, Sec 1-B)
4. All costs incurred correcting violations are the responsibility of the Lot Owner.
5. Soliciting the assistance of the appropriate governmental agency to enforce whatever ordinances or laws may have been violated.
6. Bringing suit in a court of law or equity to insure the Homeowner's compliance with his contractual obligations.

#### ARTICLE VI CHARGES FOR VIOLATION OF RULES

The Association shall have the power to assess against any Unit Owner for any violation of the Virginia Code for Non Stock Corporations, the Association Instruments which include Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions, Bylaws and/or the Rules and Regulations promulgated pursuant thereto for which such Unit Owner or his family members, tenants, guests or other invitees are responsible. Before any such charges may be assessed, the Unit Owner shall be given an opportunity to be heard and to be represented by counsel before the Board. Notice of such hearing shall be issued at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Unit Owner at the address required for notices of meetings as it appears on the books of the Association. The amount of any charges so assessed shall not exceed Fifty Dollars (\$50) for a single offense or Ten Dollars (\$10) per diem, for a period of no more than 90 days, for any offense of a continuing nature, and shall be treated as an assessment against such Unit Owner.


#### ARTICLE VII PARLIAMENTARY AUTHORITY

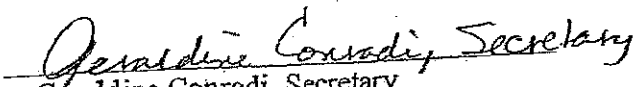
Robert's Rules of Order Newly Revised shall govern the conduct of the Association's business in all cases to which they are applicable and in which they are not inconsistent with the Articles of Incorporation, the Declaration of Covenants, or with these Bylaws.

ARTICLE VIII  
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by more than 2/3 of all the votes cast at a meeting with a quorum of at least 51% of members in good standing, at any annual property owners meeting or at any special property owners meeting when the proposed amendment has been sent out in the notice of such meeting.

IN WITNESS WHEREOF, we have subscribed to these Bylaws this 10<sup>th</sup> day of December, 2005, and affirmed that these Bylaws were adopted by a vote of the requisite number of members at a special meeting held November 30, 2005.

  
Donna Griffith, President

  
Geraldine Conradi, Secretary

*Rules and Regulations*

**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.

<b>Schedule of Fines</b>	
<b>Offense</b>	<b>Penalty</b>
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.