

LANDFALL AT JAMESTOWN HOMEOWNERS ASSOCIATION - RULES

**RULES FOR HOMEOWNERS AND LOT OWNERS OF
LANDFALL AT JAMESTOWN HOME OWNERS ASSOCIATION
ADOPTED PURSUANT TO ARTICLE VII,SECTION 7.12 OF THE
DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS.**

8.1.08

ADOPTED BY THE BOARD OF DIRECTORS ON JULY 10, 2008

FOLLOWING PUBLIC HEARING HELD ON JUNE 8 THROUGH JULY 8, 2000

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These Homeowner rules are adopted for the benefit of all Owners of Lots and Homes in the subdivision known as Landfall at Jamestown ("Subdivision"). As used herein the words "Owner", "Association", "Bylaws", "Declaration", "Lot", "Common Areas", and "Association Documents" shall have the same meaning as used in the *Declaration of Covenants Easements and Restrictions of and for Landfall* as recorded in the James City County Circuit Court Records of Deeds. These rules are intended to assist in preserving a clean and attractive environment, assuring the peaceful enjoyment of the Subdivision, and protecting and enhancing the value of all lots and homes within the Subdivision.

All Owners and their families, tenants, guest, invitees and licensees are expected to abide by these Rules which are meant to supplement the provisions of the Declaration and Bylaws, and which, upon adoption by the Board of Directors of the Association, following a public hearing properly noticed to all Owners, shall be enforceable as an Association Document in accordance with the provisions of Article XI of the Declaration. Owners shall be responsible for all actions of their family members and guests, and shall be responsible for any damages to common owned land occasioned by such family members and/or guests.

1. **Renting or Leasing Homes.** No lot or home in the Subdivision shall be rented or leased for less than six (6) months, and must be so rented or leased pursuant to a written lease which specifically incorporates by reference all Association Documents, including these Rules, and makes the lessee subject to compliance with such Documents. Each home shall be occupied and used only for private, residential purposes by the Owner and his family, or by lessees or guests of the Owner, and not for any business, professional or commercial use whatsoever, except in strict compliance with Article VII, Section 7.11. Any use of any part of a Lot for the limited use set forth in Article VII Section 7.11 shall require the prior written approval of the Architectural Review Board, who may impose reasonable conditions upon such use, such as but not limited to, the number of non-Lot Owner vehicles which may park on the lot at any one time, the hours such non-residential use may occur, and the area of the home which may be devoted to such non-residential use (not to exceed ten (10%) percent of the square footage of such house).

2. **Use of Common Areas and Facilities.** The Common Area shall not be used in a manner which is inconsistent with the residential character of the Subdivision. No one shall obstruct, impede lawful access, or commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the Common Area and facilities, and anyone causing such damage shall pay the expense incurred by the Board of Directors ("Board") to repair or replace the same. No vehicles, boats, boat trailers, commercial vehicles, "RV's" or other personal property shall be stored or kept in or on the Common Areas or facilities, unless and except to the extent a specific storage area is designated by the Association. Nothing shall be altered, constructed in or removed from the Common Area without the prior written consent of the Board, excluding normal horticultural maintenance.

3. **Control of Pets** . Pets shall not be allowed to run free, but shall be restrained to their lots by appropriate "invisible" or other fencing first approved by the Architectural

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Review Committee. When out-of- doors and not on their own property, pets shall be leashed at all times. All persons walking pets within the Subdivision shall pick up and remove any and all excrement deposited by such pet anywhere within the Subdivision. No livestock or poultry shall be allowed on any Lot or within the Common Area. Nor shall any animal be possessed or kept for any purpose other than as (a) pet(s) anyplace within the Subdivision. Aggressive or dangerous or noisome pets which pose a potential nuisance or danger to residents of the Subdivision shall not be permitted on or off of any Owner's lot, or in or on any common area.

4. **Noise And Nuisances.** Loud noises which tend to disturb the peace and quiet of the neighborhood shall not be permitted. No use shall be made of any part of the Subdivision which shall constitute a fire hazard or which will result in the cancellation of insurance on any part of the Subdivision, or which is in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Subdivision which will increase the rate of insurance on the Common Area and facilities without the prior written consent of the Board. No noxious or offensive use shall be made of any part of the Subdivision, and nothing shall be done therein which is or will become an annoyance or nuisance to other Owners.

5. **Littering and Refuse Collection.** There will be no littering in or on Common Areas or streets or on Lots within the Subdivision. Except for collection days, all rubbish or similar containers shall be either stored inside garages or if left outside, properly enclosed behind approved four (4) foot high visual fencing.

6. **Common Area Activities.** Organized sports activities within the Common Areas shall be permitted, but only after at least 3 days written notice to the Board, which may place reasonable restrictions on such activities.

7. **Speed Limits.** The speed limit for the subdivision is 25 mph.

8. Non-Permanent Outdoor Uses and Placement on Individual Lots The following uses and items which are placed or extend outside of the exterior walls of any approved structure are subject to the following regulations.

PROHIBITED.

a. Air conditioning units. Only central air conditioning and heating units are approved. Window units mounted in a window or through a wall are not permitted.

b. Clotheslines. Out door clotheslines are prohibited

PRIVILEGES.

c. Portable Athletic Goals. Portable goals, including portable basketball goals, may be used, but to ensure safety of the players, at no time will the goals be place facing or on any part of any street. When not actively in use, portable goals must be stored behind the front face of the house.. The placement of fixed athletic goals must be approved by the ARC, and must be placed outside the front yard, and located in such a manner as to minimize the impact on adjacent lots and street.

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d. Compost Piles. Compost piles must not exceed four (4) feet in height, width or length. They must be located at the rear or side of the lot, and must be appropriately screened so as to not be visible to neighbors or from the street. Failure to properly maintain a satisfactory compost pile, or allowing it to become unsightly or a nuisance to the public or to neighbors will be a violation of these rules.

f. Firewood. Firewood shall be kept neatly stacked and located at the rear of the property within the owner's property set-back lines. Piles larger than one (1) cord (4'x4'x4') are prohibited. Piles can not be stacked higher than four (4) feet in height. Firewood piles must contain only firewood, and shall not be used for storage of debris. Bright colored cover material is not allowed. The firewood must be located in such a manner as to minimize visual impact. In certain cases, screening may be required. In the event of a complaint regarding any athletic goal, compost pile or firewood, the matter will be referred to the ARC for approval of location and/or screening. Failure to follow the recommendations of the ARC shall constitute a violation resulting in a fine and the privilege to have one removed by the Board of Directors.

9. **Payment of Assessments.** All assessments for common expenses and any fines levied hereunder are due and payable by check or money order within thirty (30) days after the date on which notice of such assessment or fine was mailed to the Owner. Payment shall be made or mailed to the Managing Agent's office, and shall be made payable to "Landfall Association".

10. **Construction on Lots.** Construction of any structure or improvements, alterations or remodeling on any lot must begin within ninety (90) days of the issuance of any building permit and/or written approval of the Architectural Review Committee, and must be completed within fifteen (15) months immediately thereafter, weather permitting. Except for wooded areas and landscaped beds of each lot, all other non-impervious areas of each improved lot must be loamed and seeded with grass or sodded with grass.

11. **Maintenance of Individual Lots.** As a supplement to and for clarification of the requirements contained in the "Design and Environmental Standards" of the Association Documents, the following maintenance standards shall apply to all Lots within the Subdivision:

- **Satellite Dishes.** Section 7.25. The installation of all satellite dishes **shall** be subject to a pre-installation review of location and screening by the ARC by application of the Lot Owner in the same manner and subject to the same procedure as other requests/applications for changes that are required to be made to the Architectural Review Committee. ("ARC") The location of such dishes and the screening shall be such as to form an opaque visual barrier of the dish from the Lot's neighbors.
- **Design Plan Submission.** Section 5.02 (d). Additionally, such plans shall show the during-construction location of all construction dumpsters and "porta-potties".
- All builders and real estate signage located on unimproved or partially improved lots shall conform to the sample set forth at the end of the Design and Environmental Standard section of the Association Documents. "Security Monitoring" signs not

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larger than one (1) square foot are allowed, if placed within five (5) feet of the house foundation.

- **Design Plan Submission.** Section 5.02 (a). The Construction Security Deposit shall be payable to the Landfall at Jamestown Home Owner's Association (as the successor-in-interest to McCale Development-Landfall L.L.C) and shall be delivered to the Managing Agent.
- **Design Plan Submission.** Section 5.02 (h). The amount of the required landscaping cost shall be deposited in cash with the Managing Agent prior to the beginning of any construction of an unimproved lot.
- **Mail Boxes/Paper Boxes.** Section 7.18. The mail box color "PMS 533 is no longer manufactured, and as such, is replaced with the following color._____.
- **Decorations.** (New). Section 8.12. Seasonal and Holiday Decorations shall be removed within two (2) weeks immediately following the end of the Holiday or Season.
- **Homeowners (Maintenance) Responsibility.** Section 9.02. Except as a result of hurricane damage, all fallen trees and stumps shall be removed by the lot owner on any improved Lot within six (6) months of such tree falling. Hurricane damaged trees shall be removed as expeditiously as possible.
- **Lawns and Plantings.** Section 7.20. Other than ornamental planted areas or wooded areas of each lot, all other non-impervious areas of each improved lot must be loamed and seeded with grass or sodded.
- **Lawn Maintenance requirements.** Section 9.02. The area of an unimproved Lot that must be mowed to a length no greater than 5" shall consist of the closest twenty-five fifty (25) feet to the curb along the entire frontage length of the lot. The area of an improved lot-i.e a lot with a home constructed thereon, which shall be so mowed shall consist of all areas of lawn within the lot. Outside of any abutting RPA, lawns shall not be allowed to contain more weeds than grass. The definition of "weed" is to be found on the back of a bottle of Ortho "Weed-B-Gon" or similar product. Owner's are required to use reasonable best efforts to eliminate weeds. In the case of new lawns, or lawns needing extensive rehabilitation, such rehabilitation or new lawn installation shall be completed in one year from date ownership of the lot starts.
- **Signs.** Section 7.23. "For Rent" signs that comply with the requirements of Section 7.23 and the "Sign Specs" diagram attached thereto are permitted under the same conditions and requirements of section 7.23. Clear, plastic 9"x12" x2" boxes for the placement of brochures showing the house's specifications are permitted, provided they must be attached to the "For Sale" sign post itself, and can not be mounted on a second post or stick or rod.
- **Procedure.** Section 4.04. The DRB Appeals Committee shall consist of the Board of Directors of the Association.
- **Procedure.** Section 4.02. The "review period" shall commence ten (10) days after the Managing Agent shall have deposited in the U.S. mails, postage prepaid, a written notification that the application is complete.

12. **Fines and Penalties.** In supplementation of Article XI, Section 11.2(g) of the Declaration of Covenants, Easements and Restrictions, the following fines will be

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imposed for the following specific violations of the Association Documents, including these Rules: Nothing herein to detract or lessen any fine or penalty or remedy which may otherwise be imposed under said Section 11.2(g);

a. Failure by the owner/custodian of any dog to pick up and remove his or her dog's excrement any area of landfall, with or without notice, shall result in a \$10.00 fine for the first offense, \$20.00 for the second offense occurring within 12 months, and \$50.00 per occurrence thereafter regardless of the time between violations.

b. Failure to remove litter from any lot within 10 days after notice of such by the Managing Agent shall carry the same fines as for the failure to pick up and remove dog excrement as set forth above.

c. Illegal parking on any street shall result in a fine of ten \$10.00 dollars per day being assessed against the owner of the vehicle, or in the event the vehicle is not owned by a resident or tenant of Landfall, against the lot owner whose guest or invitee owns such vehicle. Any such vehicle left on the street for more than three (3) days is subject to being towed at the owner's expense.

13. **Appeals, Consents and Waivers.** Any Owner upon whom these rules effect a non-economic hardship, or who has been denied approval of his application for action by the Architectural Review Committee, or cited by the Managing Agent as violating these Rules or any other Association Documents, may appeal, in writing, to the Board of Directors for an approval or consent to their proposed action and/or for a waiver of any part of these Rules, and if the Board finds such hardship to exist, may issue a waiver of such Rule to the applicant, or consent to or approve of such proposed action.

14. **Consent Revocable.** Any consent or approval or waiver given by the Board of Directors under these rules shall be revocable at any time, except where construction has resulted in reliance on such consent, approval or waiver.

15. **Complaints. Before filing a formal complaint, neighbors should first attempt to discuss the alleged violation with the alleged offender, with a view toward curing the violation without resort to a formal complaint. Formal** complaints concerning violation of these Rules or of any other Association Documents are to be made to the Managing Agent who will attempt to resolve the situation amicably and without further process. In the event such situation can not be resolved amicably, the Managing Agent shall follow the procedure set forth in Article IX, section 11. (g) and (h) of the the Declaration.

16. **Amendment of these Rules.** These Rules may be amended by the Board of Directors from time to time pursuant to the procedure set forth in Article VII, Section 7.12 of the Declaration.