

Ironbound Village Owner's Association

# Design Guidelines

A handbook for Ironbound Village Homeowners

## Introduction

The Basic Purpose of this document is to serve as a guide in enhancing The Ironbound Village's carefully designed environment, as well as, in maintaining property values within the community. These guidelines and regulations address issues that normally require review by the Architectural Review Board (ARB) or about which homeowners most often asked questions.

One objective of the documents is to outline design principles that will aid homeowners in developing exterior improvements that are in harmony with the immediate neighborhood. Another is to outline regulations not related to exterior improvements which nonetheless affect the community as a whole. This document also provides uniform guidelines for use by the homeowners and the ARB in preparation and review of a "Request for Changes or Additions".

This handbook will serve as a valuable reference source and will assist homeowners in preparing acceptable applications for review by the Association's Architectural Review Board. **All homeowners are encouraged to familiarize themselves with its contents and to retain the handbook for future use.**

## Basis For and Objective of Protective Covenants

The legal documents for the Ironbound Village Owner's Association contain covenants, including those pertaining to the design standards. Legally, these covenants are a part of the deed for each home and are binding upon all initial homeowners and their successors in ownership, irrespective of whether or not these owners are familiar with such covenants.

The Primary purpose of design covenants is to maintain environmental and architectural design standards for the entire community. The promulgation and enforcement of design standards is intended to achieve the following objectives:

- Maintain consistency with the overall design concept for the community;
- Promote harmonious architectural and environmental design qualities and features;
- Promote and enhance the visual and aesthetic appearance of the community.

The enforcement of design standards not only enhances the physical appearance of a community but protects and preserves property values. Homeowners, who reside in association communities which enforce design covenants, are protected from actions of neighbors which can detract from physical appearance of the community and in some cases, diminish property values. In fact, surveys of homeowners living in association communities consistently reveal that this was an important consideration in their decision to purchase a home.

# **TABLE OF CONTENTS**

## **ARTICLE I**

Role of the Architectural Review Board

## **ARTICLE II**

Applications and Review Procedures

(II:1) Review Criteria

(II:2) Application Process

(II:3) Time Frame for Modifications

## **ARTICLE III**

Alteration Requiring Review

## **ARTICLE IV**

Design Guidelines

(IV:1) Maintenance

(IV:2) Modifications

(IV:3) General

## **ARTICLE V**

Enforcement Procedure

## **ARTICLE VI**

Disclosure Information

## **APPENDIX 1**

Design Review Application

## **APPENDIX 2**

Approved Storm Door Styles

## Role of the Architectural Review Board

### Article I

All homeowners in Ironbound Village are automatically members of the Ironbound Village Owner's Association. The Association is a non-stock corporation which owns and is responsible for the upkeep and maintenance of all common properties within the community.

The Association is also responsible for the administration and enforcement of all covenants which are applicable to property owners, including design standards and restrictions. The Declarations of Covenants, Conditions and Restrictions for the Association provides that responsibility from the enforcement of design standards shall be exercised through an Architectural Review Board, the members of which shall be appointed by the Board of Directors of the Ironbound Village Owners Association. The Architectural Review Board is to consist of three to five members.

The Architectural Review Board shall be responsible for enforcing the Association's Design Guidelines with respect to exterior modifications to home and lots proposed by lot owners, other than the declaring or a participating builder. The Review Board shall review and approve (or disapprove) applications submitted by lot owners for visible exterior additions, alteration, or modifications to a home or lot. The review process shall be governed by the Design Guidelines promulgated by the Association's Board of Directors.

As a part of its responsibilities, the ARB will make recommendations to the Board of Directors with respect to the modification of the Design Guidelines initially approved by the board. The Review Board will also be responsible for reviewing possible violations of the Associations' Design Guidelines.

## Application and Review Procedures

### Article II

#### **(II:1) Review Criteria:**

The individual merits of each application will always be considered by the ARB. The characteristics of the unit and the individual site are taken into account when evaluating the particular design proposal. What is acceptable in one instance may not be in another.

The following criteria present the principle factors that should be considered when developing a design. They also will be used in reviewing and evaluating each application and design.

- Validity of Concept: The basic idea must be sound appropriate to its surroundings.
- Design Compatibility: The proposed change or addition must be compatible with the architectural characteristics of the applicant's house, adjoining house, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, materials, and color.
- Location and Effect on Neighbors: The proposed change or addition should relate favorably to the landscape, the existing structure and the neighborhood. Primary concerns include access, view, sunlight, ventilation, and drainage.
- Scale: The size of the proposed change or addition should relate well to the adjacent structures surrounding.

These criteria, as well as, the "Guidelines Section" (Article IV) should assist the homeowner in submitting a mutually acceptable application. If there is any doubt as to whether or not a proposed exterior change is exempt for design review, and approval, homeowners should seek clarification for the ARB before proceeding with the improvement application.

### **(I:2) Application Process:**

Application and review procedures, which will be used by the Architectural Review Board, are detailed below. **Please contact the Chairman of the ARB for applications when needed.**

1. **Applications:** All applications for proposed improvements must be submitted in writing using the application form authorized by the ARB. A copy of this form is included as an Appendix to this handbook. Incomplete applications will be returned to the applicant with a statement of deficiencies, which must be remedied in order to be considered for review. All Applications will be sent via Registered Mail, or hand delivered to the Chairman of the ARB and signed off "received" with the date and a copy will be provided to the homeowner at that time. All incomplete applications will be returned by the ARB via Registered Mail. No applications will be considered if the homeowner's assessment is in arrears and must be current. The ARB will verify with the Treasurer of the Board of Directors that the homeowner is in good standings prior to the decision of any application. Unless notified to the contrary all applications should be submitted to the Architectural Review Chairman of Ironbound Village Owners Association. The names, addresses, and phone numbers were dispersed to the homeowners and any changes to the Board Members will be provided to the homeowners with the updated, name(s) address and phone number(s). The Secretary of the Board may also be contacted if a list has not been provided for the current members.
2. **Supporting Documentation:** The application must include a complete and accurate description of the proposed improvement(s). In order to permit evaluation by the ARB, supporting exhibits will frequently be required. Examples include, but are not limited to, a site plan showing the location and dimensions of the proposed improvement; architectural drawings or plans as applicable; landscape plan; material and/or color samples, as well as, distance to adjacent property lines, etc. The design and applications form provide guidance with respect to the supporting documentation required for various types of improvements. This is not all-inclusive but, shows some of the items that the ARB may require to support the requests.
3. **Time Frame for Completion of Review:** The ARB is required to approve or disapprove any proposed improvement within thirty (30) days after the receipt of a properly completed application. However, the thirty (30) day review period will only commence upon receipt of a complete application form, including any required exhibits. It is therefore advisable for homeowners contemplating substantial improvements to first ensure that they are aware of all required supporting documentation prior to submitting a design review application. In the event that the ARB does not act upon an application within thirty (30) days, it will be considered approved within forty five (45) days from the date received if there is no response from the ARB. This is why it is required for requests to be sent via Registered Mail or signed off by the Chairman of the ARB if hand delivered.
4. **Notice of Approval/Disapproval:** Homeowners who have submitted design review applications will be given written notice of the decision of the ARB. Approvals will be returned via regular mail and denials or incomplete requests will be sent via Registered Mail from the ARB. In the case that a request is disapproved, the ARB will list the items needing revision along with suggestions that would assist the homeowner in sending an amended

application for reconsideration and possible approval. Amended applications go directly to the ARB are not considered an appeal.

5. **Appeals Procedure:** Homeowners who have submitted design review applications may appeal decisions of the ARB to the Board of Directors.

A homeowner may appeal a decision of the ARB by submitting a written request to the Board of Directors within ten (10) days after the date of an action by the ARB. This request should include any new information or additional information which might clarify the requested change or demonstrate its validity and acceptability. The Board will at its discretion conduct an informal hearing related to the appeal with both the homeowner and the ARB separately within the same day. The Board will respond in writing to an appeal within thirty (30) days from the date of receipt of any appeal and the decision will be kept on file with the secretary of the Board.

6. **Time Table for Modifications/Improvements:** The time for completion of an approved request will differ due to the complexity of the change. There will be a minimum of thirty (30) days allowed and a maximum of one hundred eighty (180) days for more involved projects. Under special circumstances the ARB may issue a waiver for more allowable time if warranted. To request a waiver, the homeowner would need to make the request in writing fourteen (14) days before the project was to be originally completed for an extension, with a detailed explanation in writing along with any supporting documents, went via Registered Mail to the ARB. The ARB would respond within thirty (30) days from the date received.

### **Alterations Requiring Review**

#### Article III

Essentially, all changes, permanent or temporary, to the exterior appearance of a building or lot are subject to review and approval by the Architectural Review Board. The Review process is not limited to major additions or alterations, such as adding a room, deck, or patio. It includes such minor items as changes in color and materials. Approval is also required when an existing item is to be removed.

There are a number of exceptions to this otherwise inclusive review requirement.

1. Building exteriors may be repainted or re-stained provided that there is no color change from the original. Similarly, exterior-building components may be repaired or replaced so long as there is no change in the type of material and color.
2. Minor landscape improvements will also not require an application. This includes foundation plantings, or single specimen plantings. In general, landscape improvements of a small scale which do not materially alter the appearance of the lot, involve a change in topography or grade which are not of sufficient scale to constitute a natural structure will be exempt for the design review process. Refer to Landscaping (Article IV) for further guidelines.

If there is any doubt as to whether or not proposed exterior change is exempt from design review and approval, homeowners should first seek clarification from the Architectural Review Board before proceeding with the improvement.

# Design Guidelines

## Article IV

The specific Design Guidelines detailed below have been adopted by the Board of Directors.

All modifications from the original plan including attached structures must be in compliance with the County Code as well as the guidelines of the Ironbound Village Architectural Review Board Restrictions and Guidelines. A permit will need to be retained from the County for attached structures and provided to the ARB with the modification application and plans upon submission. The plans approved by the County do not give permission to the homeowner to build without the express consent for the ARB. There will be no permission given by the ARB to build in a restricted easement area. It is the homeowner's sole responsibility to obtain a waiver specifying the exact details from the County before any request would be considered. The Secretary of the Board of Directors would keep such waiver on file for seven (7) years and it would be the homeowner's responsibility to maintain such record and supply it to a new homeowner if the home was sold, for their protection.

### **(IV:1) Property Maintenance:**

All portions of a lot that are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the Architectural Review Board). No bare earth may be exposed on a lot (except for flower beds with appropriate approvals, as required).

- Turf areas and other vegetation should be watered during dry periods. Any dead plants, shrubs, or trees should be immediately removed. Grass seed will only be of high quality Fescue and Kentucky Blue grass when seeding required. All lawns must be kept mowed and length of grass not to exceed 4", trimmed, weedwacked, and edged to maintain curbside appeal for the Ironbound Village community. Weeds will be treated as needed (refer to Article IV: Guidelines for further requirements of herbicides) to avoid the disturbance of neighboring homes lawns. Please refer to the Enforcement Procedures for violations (Article V) for penalties of these restrictions.
- No trash or debris may accumulate or be stored in a visible location on a lot. Construction materials required for the improvement of a home or lot should be neatly stored in as unobtrusive a location on the lot as possible when not in use.
- All hedges, trees and shrubs must be neatly trimmed and maintained and their size maintained in proportion to the lot and home through pruning. In addition, care should be taken in the planting and maintenance of trees and shrubs in order to prevent obstruction of sight lines required for vehicular traffic and obstruction of pedestrian movement along sidewalks.
- The exterior of a home must be maintained in an attractive manner. No significant blistering or peeling of exterior painted surfaces is permitted. Residents are responsible for maintaining the exterior appearance of their dwellings and any other structures on their lots, such as decks, fences, sheds, and recreational equipment.

### **(IV:2) Modifications:**

Major changes including color must be submitted to the ARB. Major exterior changes are those that substantially alter the existing structure by subtraction or addition. Major changes include, but are not limited to, construction of driveways, garages, porches, greenhouses, rooms, fireplaces, chimneys, or other addition to the unit.

The design of a major alteration must be compatible in scale, materials, and color with the applicant's house adjacent houses. The location of major alterations should not impair the views or amount of sunlight and natural ventilation on adjacent properties.

Changes in grade or other conditions affecting drainage must be indicated in the application. Approval will be denied if adjoining properties are adversely affected by changes in drainage.

Construction materials must be stored so that impairment of views from neighboring properties is minimized. Excess material must immediately be removed after completion of construction.

### Primary Structure Changes

Primary structure changes will include any color change, or modifications to; shutters, vinyl, roofs, trim or cement or to any of the items listed below as well as other modifications as defined below:

- **Gutter and Downspouts:** All gutters and downspouts, including replacements, must conform to color and design to those installed originally. Any addition of new gutter or downspouts, or a change in location of an original gutter or downspout, requires approval. Gutter and downspouts must be located in such a manner that will not adversely affect drainage onto neighboring properties. Black tubing use for additional drainage purposes must be buried underground and directed away from adjacent properties. Splash blocks should match the color scheme of the home.
- **Storm/Screen Doors and Windows:** Only full view storm doors are permitted on the front of the house. Approved door styles are illustrated in Appendix II. Doors with treatment, such as grills are not permitted on the front of the house. Doors must be painted the same color as the vinyl, shutters, or porch. Submission of an application will apply to front entry doors as well as side and rear doors. However, rear and side doors will not be held to the fill glass restriction but will need to match the color scheme.

Approval is required to add new windows in walls. Windows must match the existing house windows. The size of the window and trim details must be duplicated. The color of the window frame and trim must match existing windows. Approval is not required to replace existing windows provided that replacement windows are identical in appearance to the original windows. Application and approval is required for replacement windows that are not identical in appearance to the original windows.

Window dividers installed in original windows must be retained or replaced with a comparable divider if damaged or missing. No sheets or newspaper in windows will be permitted. All window coverings must be free of damage and properly hung (e.g., broken blinds, torn curtains and damaged rods, etc...).

- **Porches:** Must remain white, no other colors will be permitted. Porch may not become a storage area and must be kept clean to maintain curbside appeal.
- **House Numbers:** Must be visible to the street and cannot be obstructed by any object. For safety purposes homeowners must keep them visible. Any changes or replacements of the number style other than that of the original must need approval from the ARB.
- **Exterior Lighting:** Lighting which is part of the original structure may not be altered without prior approval of the Architectural Review Board. Proposed replacement or additional fixtures must be compatible in style and scale with the applicant's house.



No exterior lighting shall be directed outside of the applicant's property. Proposed additional lighting shall not be approved if it will result in an adverse visual impact to adjoining neighbors due to location, wattage, or other features.

- **Awnings/Roof Top Devices:** Awnings require review and approval by the ARB prior to installation. Any devices on the roof, including attic ventilators, exhaust fans, etc., must be as small as functionally possible. They must be located on the backside of the roof and not extend above the ridgeline. Attic Ventilators and turbines should be mounted on the rear side of the roof ridgeline so as to minimize their visibility.
- **Skylights/Solar Collectors:** Skylights should be located such that they are not visible from the front of the dwelling unit or a street. Skylights are not permitted on the front side of the ridgeline. Skylights which are constructed flush with the roofline are preferred.

### Secondary Structure Changes

#### **Storage Sheds:**

1. **General:** Storage sheds are restricted to rear yard locations and should not be visible for the front of the dwelling unit or from the street. Storage sheds with metal siding or roofs are prohibited. All sheds for town homes are limited to rear yard only and fencing is encouraged.

The architectural design of the shed should be compatible with the design of the house. Sheds should not exceed 48 square feet of floor space with the sides of the structure not to exceed six (6) feet in height with the peak of the roof not to exceed eight (8) feet. The roof type, color and material should match that of the primary structure. The color scheme must be the same as that of the house. Vinyl should match as close as possible to the existing vinyl on the primary structure. All sheds will sit upright and level.

2. **Specific:** Storage sheds may be attached to the dwelling unit or detached from the dwelling unit in rear yard. Sheds on the side of a home will only be permitted inside of a privacy fence. All types of sheds under no circumstance will be raised from ground level on cinder blocks. All sheds will be affixed to the ground, at ground level. The purpose of attachment will prevent damage due to high winds and or hurricane which could cause damage to properties. The following guidelines are applicable for each type of shed:
  - **Sheds Attached to the Home:**
    - **Materials-** The finish materials must be the same as used for the exterior of the house
  - **Sheds Not Attached to the Home:**
    - **Design-** The architectural design of the shed should be compatible with the design of the house. Wood or Vinyl sheds are allowed.
    - **Material-** The finish materials must be the same as used for the exterior of the house unless the exterior is wood.

#### **Fences:**

- **Chain-Link and Barbed Wire Fences:** Chain link and barbed wire fences will NOT be approved under any circumstances. Chain link or barbed wire fencing material will not be permitted for any use.

- **Lot Line Fences:** Owners are permitted to enclose the rear yard with six foot treated-wood privacy fence. Such fence may not extend more than 20' forward of the rear plane of the home. (Example: Fencing would only come forward about half way from the furthest section of the primary structure towards the front of the home on the sides of the house. No fences will near the garage or driveway). All portions of the fence directly facing the street must be slat side out. Side and rear yard fencing with slat side in, must be approved by the neighboring homes that it is visible to in writing and submitted with the application to the ARB. Fences must be constructed of a high quality, pressure treated wood and should be left to age no longer than 12 months. Fences will be naturally painted with a transparent sealant or stained a natural wood color approved by the Architectural Review Board following the instructions for the specific type treated wood from the manufacturer. In case of a lot line fence and deck, both must be treated in an identical manner with respect to the sealant or stain. Slats will be the standard size of 1"X6"X6' or 1"X4"X6' only. The spacing between the slats will be a maximum of 2 and a minimum of a ¼" to avoid board warping.
- **Town Home Fences:** Town homes may only fence in the rear portion of the lot for the rear plane of the home. Fences may not exceed the width of the house.
- **Front Yard Fences:** Front yard fences will not be permitted.
- **Corner Lots:** Must have slat sides out if visible to the street.
- **Stain or Color Sealant:** All stains and sealant must be a minimum of five (5) year longevity for color and protection.
- **Hardware/Hinges/Latches:** No silver will be exposed on the outer portion of the fence of any type. Only black or dark brown will be permitted for external hardware, hinges, or latches.

#### Decks:

All decks must be approved by the Architectural review board. Homeowners are advised to consider the following factors:

- **Location:** Decks must be located entirely in the rear yard.
- **Scale and Style:** The scale of all decks shall be compatible with the scale of the house as sited on the lot. Decks, particularly elevated decks, should be of a scale and style which are compatible with the home to which it is attached, adjacent homes, and the environmental surroundings.
- **Materials:** Decks must be constructed of cedar, high-quality pressure treated wood (#2 southern yellow pine or better), or recycled wood or composite products, such as Trex®.
- **Color:** Decks should be left in a natural condition to weather no longer than 12 months and then, treated with a transparent (clear) water based or oil preservative, or stained with a natural wood color with a five (5) year color and sealant longevity which has been approved by the Architectural Review Board.
- **Under Deck Storage:** Elevated decks have an under area which can have a negative visual impact on adjoining neighbors, particularly when used as an informal storage space. The use of decorative screening to minimize adverse visual impacts may be required by the Architectural Review Board, particularly in the case of high decks.
- **Privacy Screens/Walls:** Privacy Screens or walls may be appended to decks in order to establish privacy. Such screens must be lattice and may not extend more than six (6) feet above ground level. Privacy screens may only be installed on two sides of a deck and not on the side opposite the rear plane of the home.

**Patios:**

All patios require approval. Patios must be located in rear yards. Any adverse drainage requirements which might result from the construction of a patio should be considered and remedied. The use of a partially porous patio surface or the installations of mulch beds adjacent to the patio are ways to eliminate drainage concerns.

**\*\*\*Please remember to refer to Article IV Design Guidelines when considering a Fence, Deck, or Patio to remain in compliance\*\*\***

**Doghouses and Runs:**

Doghouses must be compatible with the applicant's house in color and material or match a natural wood fence. They must be visually unobtrusive and be located in rear yards. Doghouses require ARB approval unless they are behind a six-foot high privacy fence. Dog runs are prohibited.

**Mailboxes:**

All mailboxes will need to be on a wooden post. The receptacle can be wood, metal, or plastic and there can be a plastic colored sleeve over the wooden post for color or decorative purposed that match the home. All posts will be cemented into the ground and Straight. For single-family houses, mailboxes must be located in accordance with the postal regulations and should not obstruct sidewalks or sight lines.

**Hot Tubs/Spas:**

Exterior hot tubs or spas must be located on the ground level of the rear yard adjacent to the dwelling unit and require approval. The incorporation of hot tubs as a design feature of a deck or patio is encouraged. The exterior finish of an elevated hot tub or spa should blend with the exterior finish of the home, deck, or patio to which attached or most closely related. Hot tubs or spas which are recessed into decks are preferred over those which are free standing. If free, a hot tub or spa should be screened with landscaping or privacy screening in order to minimize visibility.

**Gazebos:**

Will not extend eight (8) feet in height and will only be permitted in rear yards. All gazebos will consist of high quality wood and must be stained or sealed with a minimum of a five (5) year protection product.

### Landscaping and Vegetation

Application and review is not required for the following modifications:

- Planting of annuals in existing beds.
- Installation of new beds less than three feet wide around the perimeter of the house foundation (and deck, patio, or fence if present) and perimeter of the rear of the lot, provided that plants installed have a mature height of less than eight (8) feet.
- Installation of new beds less than three feet wide adjacent to walks from the driveway to the front of the home, provided that plants have a mature height of less than three feet.
- Installation of new beds less than two feet wide around a mailbox post, and around transformer/utility boxes, provided that plants have a mature height of less than three feet.

- Installation of black plastic edging around existing or approved beds, provided that it is installed correctly and the lower portion is in the ground securely. The installation of individual trees or shrubs on the lot provided that such plantings at maturity are in scale with the home and lot.

**\*\*\*Any other landscaping modifications, including the following, require application and review by the Covenants Committee\*\*\*Is this the ARB???**

- **Removal of grass** and replacement with mulch, gravel, or some other type of ground cover, except in the case of the pre-approved locations stated above. (This will be considered for limited areas: on steep slopes for example.)
- Any installation of **landscape timbers**. Timbers should not define the individual front yards or walkways, and cannot be used on property lines. Timbers may be used in rear yards to line flower beds, or to aid in preventing soil erosion. Any use of landscape timbers in front or side yard must receive prior approval of the ARB. No permission is needed for timbers being placed in the rear yard. These timbers must be stained or sealed matching the color scheme of the home.
- **Stone or masonry landscape walls:** Walls intended as a landscape feature should not exceed two (2) feet in height. The use of natural stone is preferred. However, brick or artificial material (ie: keystones) may be approved if consistent with design characteristics of the home and adjoining properties.
- Any modifications that require construction (including retaining walls or garden structures, such as trellises, gazebos, etc.) or result in a **grade change**.
- **Screens/Trellises/Arbors:** Trellises, arbors, and privacy screening can be used to provide visual privacy or for architectural definition of space. In achieving these goals, a barrier is created which has both visual and physical effect on adjacent homeowners. Trellises, arbors and privacy screens should be designed as part of a carefully thought out concept and may be incorporated as part of a landscape plan or deck. The use of trellises and or arbors will be reviewed on a case-by-case basis.
- Approval is required for any shrubs or trees which are intended to form a hedge or natural screen which will be more than three feet in height. Landscape screens or barriers may be approvable in order to define private space or block undesirable views. However, the Review Board will consider any adverse impacts on adjoining lots, including the disruption of sight lines for adjoining properties. Landscape screen or barriers are not permitted in front yard lot lines.
- Any proposed improvement which is of such a scale or type as to be potentially inconsistent with the scale and design features of the home, adjacent homes and the surrounding area.
- **No Fountains or ponds** in front yards. They will be permitted in the rear yards following County Codes and compliance.

**Tree Removal:**

No live tree with a diameter in excess of four (4) inches, measured twelve (12) inches above the ground, nor flowering trees in excess of two (2) inches similarly measured, nor live vegetation on slopes of more than 20% gradient or marked "no cut" areas on approved plans, may be cut without the prior approval of the Architectural Review Board.

**Vegetable Gardens:**

Vegetable gardens require approval. Vegetable gardens must not exceed sixty (60) square feet, must be located behind home, and must not be visible from the street. The enclosure of the rear yard with an approved fence is encouraged to conceal vegetable gardens. Plants shall not exceed three feet in height at maturity. A garden must be maintained in a neat condition. At the end of the growing season all plant debris must be removed.

**Walkways:**

Approval is required for a change in an existing walkway or the construction of a new walkway. Materials to be used should be compatible with the existing materials in the community (e.g., flagstone, brick, or poured concrete). Long stretches of poured concrete should be avoided, and walkways of wood decking will generally not be approved.

**Erosion Control:**

Each resident is responsible for seeing that his/her lot area is protected from erosion and that storm drain structures are not blocked.

**Compost Piles:**

Compost piles and compost containers are prohibited.

**Watering and Sprinklers:**

Ironbound Village will comply with the County Ordinance for watering days and respect any restrictions enforced by the County when necessary. All homeowners are responsible for the upkeep of their lawn and maintaining green healthy grass. Sprinklers of any type are permissible but should not spray another neighboring lawn if it can be avoided or parked vehicle other than their own on the street or driveway. Underground watering systems must be approved by the ARB by submission of application.

**Pesticides/Herbicides/fertilizers:**

Pesticides, Herbicides, and fertilizer may be applied according to label instructions. Organic/biodegradable materials should be used when possible in order to ensure the least harm to the natural environment.

**Communications:**

- **Antennas:** Exterior antennas are prohibited subject to FCC regulations.
- **Satellite Dishes:** Satellite dishes will need to be mounted in the rear of the house. Under special circumstances due to interference with the reception, a letter will need to be submitted from the homeowner provided by the provider of service explaining why the dish would need to be in a different location than specified and considered by the ARB for a possible waiver. The letter from the provider of service would need to be on the company letterhead with a contact name and number for verification if necessary.
- **Cable wires:** Cable wires will have limited exposure on the exterior of the structure. Homeowners with cable will have to instruct provider of services that all wires must be under the vinyl or with minimal visibility. No wires are permitted to climb the sides of the structure more than two (2) feet for the lower portion of vinyl to the ground.

### Common Area

Ironbound Village facilities, including but not limited to the common area grounds, parking lots, and sidewalks are intended for the general enjoyment and use of all community residents. All common areas are to be cared for and respected by each individual of each living unit and guests. No damage to any property with intent will be tolerated and may have penalties and or out of pocket expense to the homeowner.

**Animals:**

Dogs, cats, or other household pets may be kept provided they are not raised or bred for commercial purpose.

All household pets must have appropriate shots, licenses, and tags as required by the James City County Code.

Residents shall ensure that their household pets do not become a nuisance to other residents of the community.

Pet owners shall be responsible for immediate clean-up and proper disposal of pet waste. Kitty litter shall be disposed of in a tightly sealed container and be included for normal trash collection.

Pets shall not be chained in, or leashed to any common area.

Pets outside of your property line must be leashed.

Pet owners shall be responsible for all costs incurred in the repair damages to the common area caused by their pet(s).

**Parking/Vehicles/In-home Business/ Trailers:**

**Parking:**

The Ironbound Village roadways are the roads within Ironbound Village including the townhouse parking areas, but excluding driveways. No unlicensed or unregistered vehicles, including but not limited to motorized bicycles, motorcycles, mini-bikes, go-karts, etc., shall be operated on or parked in any parking lot or any common area of Ironbound Village and must comply with County ordinance.

Vehicle on common areas including jogging trails/ bike paths is strictly prohibited.

Resident vehicles parked on Ironbound Village properties must display a current state license plate, a current inspection sticker, and a current County registration sticker if applicable (except military personnel who are exempt from these requirements if their vehicles display a current license plate of their home state). New residents and tenants must display current Virginia license plates, Virginia inspection sticker within thirty (30) days of residing in Ironbound Village.

All motorized vehicles parked or stored in open view on residential lots or parked on Ironbound Village properties must be maintained in an operational condition, including tires so that they can be removed in an emergency.

Minor repairs begun on vehicles by an owner or his assigned agent, while on any common asphalt parking area or within private driveway area, must be completed within 48 hours from the starting time of repair. Major repair (including but not limited to engine transmission, rear end overhaul, etc.) are prohibited on streets. Repairs can only be performed in the garage.

All motor vehicles should not exceed the posted speed limit along Palmer Lane and Magazine Street. The maximum speed limit on roadway within Ironbound Village is 15 MPH, if weather and road conditions permit.

Parking of any of the following ways is prohibited:

- Blocking a sidewalk
- Within an intersection
- On the roadway side of any vehicle parked at the edge of the curb or street
- In such a way that it blocks or creates a hazard for other vehicles.

### **Commercial vehicles/vehicles/car covers:**

Car covers are permitted and can be used to conceal commercial equipment. Tarps and any other means used to cover a vehicle are prohibited. Due to visibility restrictions and safety hazards oversized vehicles cause others, these should not be parked on the roadways at anytime except when loading and unloading. All commercial vehicles carrying visible work related material must be covered each evening with a car cover.

The Board of Directors will have vehicles that are in violation of any of the below items removed from Ironbound Village state owned streets and other common areas at the owner's risk and expense. Seventy-two (72) hours notification shall be given to the owner prior to its removal, except when the vehicle presents an immediate hazard, in which case towing will be conducted without Hazardous situations include, but are not limited to, the following ways of parking:

- Blocking a sidewalk
- Within an intersection
- On the roadway side of any vehicle parked at the edge or curb of the street
- In such a way that it blocks or creates a hazard for other vehicles

A homeowner or tenant may call a towing company to have a vehicle towed immediately, with no previous notice given to the vehicle's owner, if the vehicle is parked without the homeowners or tenants permission in the homeowners or tenants reserved space or driveway, or is blocking the persons space or driveway, or is parked in any of the specific hazardous manners listed above. The homeowner of the towed vehicle will not be responsible for any damages to vehicles as a result of towing.

The James City County Police will enforce fire lane and handicapped parking restrictions where county authorized signage is posted. James City County Police will enforce all county and state motor vehicle laws to the fullest extent of the law at their discretion.

Disposal of oil, grease, chemicals, or any other substance from holding tanks of any type of vehicle is not permitted on common areas. Disposal must also conform to environmental regulations.

The dumping of motor oil and other petroleum products into storm sewers is a direct violation of the State Water Control Law and may lead to civil penalties and clean-up costs for the responsible person(s).

Owners of vehicles will be held liable for all costs to repair damages to common areas caused by negligence, repair operations on the vehicle or storage of a combustible, dangerous or otherwise hazardous material on common area (regardless of the type of container).

All of the above rules and regulations will be strictly enforced, and towing will be at the vehicle owners risk and expense. All actions shall be coordinated with the James City County Police Department in accordance with applicable requirements of the Code of Virginia as amended.

### **In-Home Business:**

It shall not adversely affect the residential character of the neighborhood or adjacent neighbors.

In addition, no exterior storage of business-related materials will be allowed.

**Trailers:**

Trailers for hauling will not be permitted unless they are garage kept when not in use. There will be no trailer parked in driveways with the exception of loading and unloading items into the home, garage, or storage area.

### Exterior Decorative Objects

Approval will be required for all exterior decorative objects, whether natural, or man-made, which exceed eighteen (18) inches in height or width were not part of the original construction design, either as standard or optional feature, provided that such objects are intended to be placed in the front yard or visible from the front yard or a street. Examples include but are not limited to: birdhouses, birdbaths, driftwood, weather vanes, sculptures, and fountains, free standing poles of all types, house address numerals, and any items attached to approved structures.

Such objects will be evaluated in terms of their general appropriateness, size, location, compatibility with architectural and environmental design qualities and visual impact on neighborhoods and the surrounding area. Sculpture, garden statues, bird baths, bird houses, and similar items will be reviewed by the ARB only when visible from the front yard or a street. Provided that this condition is complied with, such objects located in rear yards which are enclosed by a privacy fence do not require approval. No offensive or profane objects will be permitted in any location of the lot.

**Flagpoles:**

Permanent, free standing flag poles are prohibited. Temporary flagpole staffs which do not exceed six feet in length and are attached at an incline to the wall or pillar of the dwelling unit do not require approval by the Architectural Review Board. Decorative flag holders that are non-permanent are authorized for the front of the dwelling. Decorative flags may be displayed and do not require any approval or ARB but must not be offensive or contain profanity.

**(IV:3) Miscellaneous/General:****Exterior Air Conditioner:**

Individual air conditioning units extending from windows are prohibited. Exterior air conditioning units or heat pumps may be relocated or added if there is no adverse visual impact to adjoining properties. Such relocation and addition must be approved by the Architectural Review Board.

**Barbecue Grills:**

For townhouses and detached homes, barbecue grills should be placed in the rear of the house as far as practical from the adjacent property lines. When in use, portable grills on decks should be positioned as far from possible from the house.

**Clotheslines:**

Are prohibited unless they are behind an enclosed fence and must not be a permanent structure. Clothes must not be visible to public view, i.e.: hung on the fence.



### **Town Homes:**

- **Color:** To initiate a change, a simple majority of the homeowners in the single building must agree on the desired color. That group of homeowners must submit a single ARB change request, to insure that the ARB notifies all the homeowners in that building of the ARB decision. The group of homeowners can appeal the decision, as per the normal ARB appeal process.
- **Shingles:** The style of the replacement shingles must be as close to the original shingles as possible. When repairing a single town home unit due to damage, or an individual's home and no other units, the color and the material must be as close to the existing color and grade as possible. No shake shingle style will be permitted.
  - Once the color change has been approved by the ARB, each unit in the building is required to adopt that color when that unit's roof is replaced
  - The Ironbound Village Secretary of the Board of Directors and ARB will include information about the approved color change in the resale packets of all units of any building where a color change has been approved.

### **Electronic Insect Traps:**

Electronic insect traps shall be installed and maintained in such a way as to minimize noise. The devices may only be operated during those times when the residents or guests occupy the protected area. **Electronic insect traps will only be permitted in the rear yard.**

### **Firewood:**

Firewood store on the lot shall be kept neatly stacked and shall be located to the rear of the residence and in such a manner as to avoid adverse visual impacts for adjoining properties. Screening may be required in certain cases.

### **Recreation and Play Equipment:**

Homeowners often express interest in swing sets, basketball back boards, etc. Most equipment of this sort is commercially available but is less than pleasing in appearance. Creatively designed equipment is encouraged and every effort should be made to minimize the negative visual effect of the equipment on neighbors. Consideration must be given to lot size, equipment design and size as well as visual screening.

With the exception of basketball backboards, all recreation and play equipment must be placed in the rear yard. Portable basketball backboards must be stored when not in use and should not be located in common areas or restrict the use of the sidewalks. A portable basketball backstop will be considered stored when placed to one side of the driveway and as close as possible to the house. No basketball back boards will be attached to any portion of the house.

- **Scale and design:** The equipment should be generally compatible with the lot size. The design and any visual screening are additional considerations in evaluating whether or not there will be an adverse visual impact.
- **Color and Materials:** Equipment constructed of wood and left in a natural condition to weather is encouraged. Metal play equipment should be painted solid earth tones (i.e., brown, tan, dark green) to blend with the natural environment.

### **Trampolines:**

Trampolines are permitted in rear yards with enclosed fences. Safety nets are recommended, as well as, consideration of adjacent neighbor's privacy.

### Signs (For Sale/ Yard Sale/ Security):

- For Sale: There will be no rental signs placed in front of any home or in any window. All advertising will need to be done in another fashion for rentals. For Sale signs may be placed until the home is sold and immediately removed at that time. Please contact the ARB to inform of a sign being placed via telephone. A list of numbers for all appointed members will be provided to the homeowners with each revision of any changes to the ARB member(s). In addition, there will be no signs placed in any of the common areas or other property owned by the Ironbound Village residents and association whether for sale or rent.
- Yard Sale Signs: Must be free standing and may be displayed only three (3) days prior to the sale and must be promptly removed after the event.
- Security Signs: Two security signs, each not exceeding a total of sixty-four (64) square inches may be posted on the property. Only one such sign may be posted forward of the front plane of the home. The approved location shall be near the front door. A second sign may be posted in the rear yard.

### Carpeting:

The use of indoor/outdoor carpeting and synthetic grass on the exterior structural surfaces (i.e., front stoops, decks, patios) is prohibited in front area of home.

### Security Bars:

In general, the use of security bars or grates on windows and doors is prohibited. Exceptions may be made where the security apparatus will not be visible from the street and from adjoining properties. Homeowners concerned about the security of their residence are advised to consider alternatives, including alarms and sophisticated lock systems.

### Holiday Decorations/String Lights:

Lights and other ornamental decoration will be permitted thirty (30) days prior to the holiday and must be removed within fourteen (14) days after the actual calendar date of the holiday. **No other string lights of any kind will be permitted at any time of the year on the front or side of any living unit.**

### Trash and Recycling:

All homeowners for single units and town homes will be responsible for contacting a trash removal provider to pick up the trash weekly. The cost for this service is the homeowner's responsibility and is mandatory. No living unit will be allowed to store their trash and haul it away themselves. All trash must be kept in the can provided by the waste removal service and kept on the side or rear of the home so it is not visible to the street. Garbage can may not be overflowing or open if kept outside to avoid unsightliness and possible rodent or insect issues. Town home receptacles must be kept in the rear of the structure and not on the side of the living unit. Trash and recycling bins will be taken out no earlier than the day before the scheduled weekly pick up and must be brought back from the curb on the pickup day. In the cases where a homeowner will be out of town, they will need to make arrangements with another homeowner or individual to complete this obligation.

### Noise Control:

Outside improvements to the home as well as inner walls should be completed prior to dusk if noise is a factor. Projects should not start earlier than standard business hours on weekends or weekdays prior to 9:00 AM. **This includes lawn maintenance as well,** allowing respect and courtesy of the neighboring homes and the neighborhood under these circumstances.

## Enforcement Procedures

### Article V

All owners and residents of Ironbound Village shall comply with all provisions of the *Articles of Incorporation*, the *Declaration of Covenants, Conditions, and Restrictions*, the *By-Laws*, and the *Architectural Design Guidelines* and *Community Regulations*. Owners and residents shall also be responsible for compliance by their guests. Failure to comply with the aforementioned documents will be grounds for an action to recover monetary damages or for injunctive relief, for suspension of voting rights and use of recreational facilities, for assessment fines, the recording of liens, and other legal or equitable relief.

The Architectural Review Board monitors compliance by periodically performing a walk-through of the community. When a violation is noted, the ARB will notify the homeowner by nail. If the homeowner is a non-resident, a copy of the violation notice will be sent to the owner as well as to the tenant.

The violation notice must be acknowledged within fifteen (15) calendar days of the receipt. Acknowledgement may be in the form of correcting the violation, submitting a statement of intent to correct the violation, or a request for appeal. The statement of intent to correct must be made in writing to the ARB. A request for appeal must be submitted in writing to the Board of Directors.

ARB will issue a second notice of the violation after the initial 15-day period has lapsed if the violation is not acknowledged.

In the event the owner does not acknowledge the violation within 15 days of the second notice, the Board of Directors may correct and/or appropriate legal action. The owner may be held liable for costs incurred to correct the violation as well as reasonable attorney fees.

The Board of Directors may assess fines against any Association member for any violation of the *Declaration of Covenants and Restrictions* or *Architectural Design Guidelines* for which said member or his or her family members, tenants, guests, or other invitees are responsible. The amount of the fines shall be as follows:

- a) Single offence- \$50.00
- b) Continuing offence-\$50.00 per week (until rectified).

Any such fines imposed shall be deemed to be an assessment for the purposes of the *Articles of the Declaration of Covenants*.

Before any such fine may be assessed or the right to use recreational facilities suspended, the member shall have the opportunity to be heard at a hearing before The Board of Directors of Ironbound Village Owner's Association, to be represented by counsel at such hearing, and to receive fourteen (14) days advance notice of such hearing. Such notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association. Fines for a Single offense or Continuing offence will begin thirty (30) days from the date the initial violation letter was sent to the homeowner. If the violation has not been corrected within thirty (30) days then the \$50.00 fine will be assessed. The continuing offense penalty of \$50.00 per week will begin on the seventh day from the date the initial violation fine was assessed continue weekly until corrected.

Where the violation presents a health or safety hazard, The Board of Directors may take immediate action to correct the violation. Notification to the owner of the action taken and the costs incurred and due from the owner will be made by mail. (See section of the *Declaration of Covenants, Conditions and Restrictions.*)

Failure of the ARB to enforce any provision, covenant, restriction, or rule and regulation shall in no event be deemed a waiver of the right to do so thereafter.

### **Disclosure Packet**

#### Article VI

Prior to closing on the sale of their home, owners may request that the ARB prepare a Disclosure Packet which is then issued to the purchaser. This disclosure provides information on the status of assessment payments and on the existence of any unknown problems with previous owner's architectural changes or past-due assessments. The disclosure also protects the seller from potential lawsuits involving violations of the Architectural Guidelines or Covenants by subsequent owners.

**Appendix I**  
**Design Review Application**

Design Review Application

Ironbound Village Homeowners Association

To: Architectural Review Board,
Ironbound Village Homeowners Association
c/o Steven Hogge, Chairman 5362 Palmer Lane Williamsburg, VA 23188

From: \_\_\_\_\_ Lot: \_\_\_\_\_ Model/Sec: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Directions: \_\_\_\_\_ Work Phone: \_\_\_\_\_

The Declaration of Covenants requires that you submit to the Architectural Review board for approval all proposed exterior addition, changes or alterations to your house and lot. In order to be considered by the ARB, your application must include detailed information describing the proposed change (typically, plans and specifications including sketches, photos, catalog illustrations, etc. showing nature, kind, shape, color, dimensions, and materials: and a copy of the survey with the location marked). Make sure your application is complete. An application submitted without all required submissions would be considered incomplete. In such case, the ARB review period will not commence until all required submissions have been provided. Other exhibits may be requested to permit adequate evaluation of the proposed change. If you have any questions regarding the required submissions or the application process, you are advised to seek guidance from ARB prior to submission of an application.

Description of Proposed Changes: (Please print or type)

Describe all proposed improvements, alterations, or changes to your lot or home. Please provide required details by attaching sketches, drawings, clippings, pictures, catalog illustrations, and a copy of your house location survey (recorded plat) with the location of the modification marked, etc. to fully describe the proposed change.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Purpose of Improvement: \_\_\_\_\_

Estimated Starting Date of Construction: \_\_\_\_\_

(After approval by the ARB)

Estimated Completion Date: \_\_\_\_\_

Neighbors Acknowledgements:

You are responsible to obtain the signatures of all lot owners whose lots are adjacent to your lot for Primary and Secondary structure modifications. (See Design Guidelines Article IV) Signature by your neighbor indicates an awareness of your proposed changes and does not constitute as approval or disapproval on their part.

Name: \_\_\_\_\_

Name \_\_\_\_\_

Lot: \_\_\_\_\_ Address: \_\_\_\_\_

Lot: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Owners' Acknowledgements:

I/we understand and agree:

1. \_\_\_\_\_ That approval by the ARB shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the proposed changes being reviewed.
2. \_\_\_\_\_ That approval by the ARB shall in no way be construed as to pass judgment on whether the proposed changes being reviewed is in compliance with the application building and zoning code of the county in which property is located.
3. \_\_\_\_\_ That approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the ARB to disapprove such plans and specifications, or any elements or features thereof, in the event such plans are subsequently submitted for use in any other circumstance.
4. \_\_\_\_\_ That no work on the proposed change shall begin until written approval of the ARB have been received by me; that, if work is begun prior to approval, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part; and I may be required to pay all legal expenses incurred.
5. \_\_\_\_\_ That there shall be no deviations from the plans, specifications, and location approved by the ARB without prior written consent of the ARB; any variation from the original application must be resubmitted for approval.
6. \_\_\_\_\_ That I authorize members of the ARB or managing agent to enter upon my property to make one or more routine inspection(s).
7. \_\_\_\_\_ That construction or alterations in accordance with the approved plans and specifications must commence within 2 months of the approved date of this application and be completed within the specified time frame set by the ARB on the original applications approval from returned to the homeowner. Otherwise the approval by the ARB shall be deemed conclusively to have lapsed and to have been withdrawn and resubmitted.
8. \_\_\_\_\_ That it is my responsibility and obligation to obtain all required permits, to contact *Miss Utility*, and to construct the improvements in a work-like manner in conformance with all applicable building and zoning codes.
9. \_\_\_\_\_ That I am responsible for any damage and all cost to repair green space or community property that results for the proposed modification.
10. \_\_\_\_\_ That I/we have read the *Design Review Guidelines* and the proposed additions, changes or alterations conform to the Guidelines.

Owner/ Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Owner/ Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Required attachments: Descriptive information (typically plans and specifications, including sketches, photos, catalog illustrations, plat, etc. showing nature , kind, shape, color, dimensions, materials, and a copy of the survey with the location marked).

**Color Change Check-List or Color Modification Request:**

Date of Request: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt #/ Cell: \_\_\_\_\_

House type/ Model: \_\_\_\_\_

**Area of Proposed Changes:**

**Proposed Color:**

Check Item(s):

\_\_\_\_\_ siding

\_\_\_\_\_ trim

\_\_\_\_\_ shutters

\_\_\_\_\_ Doors

\_\_\_\_\_ roof

\_\_\_\_\_ deck

\_\_\_\_\_ fence

\_\_\_\_\_ windows

\_\_\_\_\_ other

**Current Color:**

Color of Corresponding Area of your Neighbors house:

Address #1: \_\_\_\_\_ Color: \_\_\_\_\_

Address #2: \_\_\_\_\_ Color: \_\_\_\_\_

Does the proposed Color(s) for this (these) item(s) already exist on your street?

If yes, please list at least two addresses where the color(s) you are proposing appear on the same item(s):

1: \_\_\_\_\_

2: \_\_\_\_\_

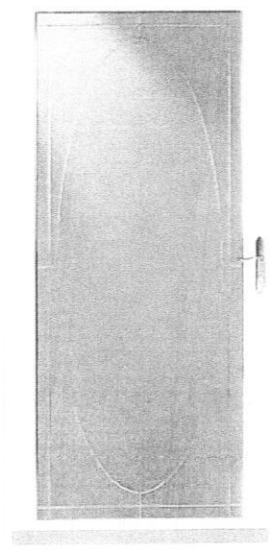
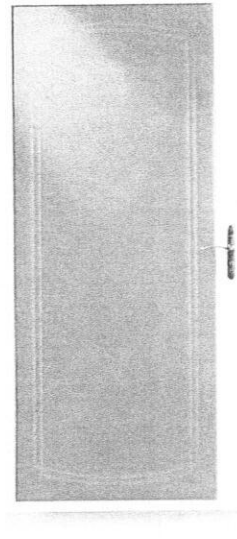
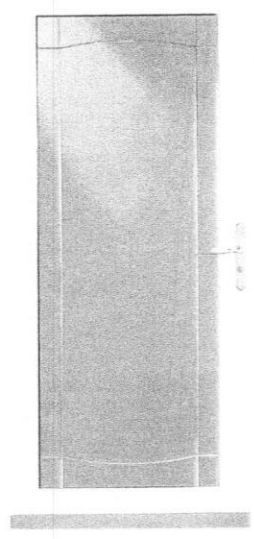
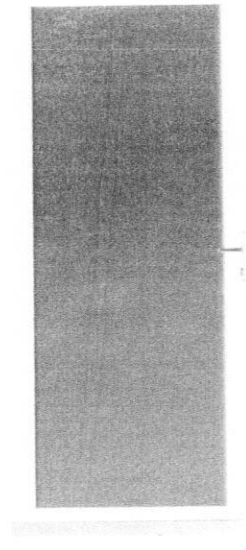
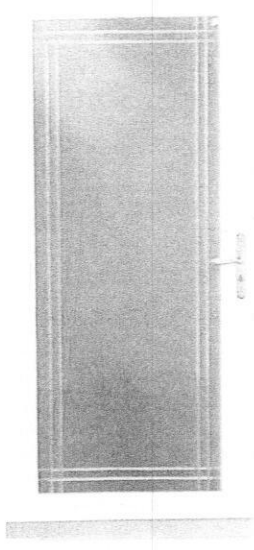


Color change applications will not be considered without a complete color sample. Please attach color swatch/ sample below along with your completed application prior to submission. Attach color(s) only to where change(s) or addition is being requested.


Siding                      Doors                      Fence                      Trim                      Roof

Windows                      Shutters                      Deck                      Other

**Appendix II**  
**Approved Storm Door Styles**



## TABLE OF CONTENTS

Article Number	Section Number	Ironbound Village Homeowner's Association
1		<u>INTERPRETIVE PROVISIONS</u>
2		<u>MEETINGS OF MEMBERS</u>
	2.1	<u>Annual Meetings</u>
	2.2	<u>Special Meetings</u>
	2.3	<u>Notice of Meetings</u>
	2.4	<u>Waiver of Notice of Meetings</u>
	2.5	<u>Quorum</u>
	2.6	<u>Order of Business</u>
	2.7	<u>Conduct of Meetings</u>
	2.8	<u>Record Date to Determine Members</u>
	2.9	<u>List of Members</u>
3		<u>MEMBERSHIP AND VOTING</u>
	3.1	<u>Members and Voting Rights</u>
	3.2	<u>Additional Provisions Governing Voting</u>
	3.3	<u>Manner of Voting</u>
	3.4	<u>Proxies</u>
4		<u>BOARD OF DIRECTORS</u>
	4.1	<u>Powers and Duties of the Board of Directors</u>
	4.2	<u>Number of Directors</u>
5		<u>OFFICERS</u>
	5.1.	<u>Designation and Duties of Officers</u>
	5.2.	<u>Election of Officers</u>

- 5.3. Resignation or Removal of Officers
- 5.4. Vacancies
- 5.5. President
- 5.6. Vice President
- 5.7. Secretary
- 5.8. Treasurer

6 COMMITTEES

- 6.1. Architectural Review Board
- 6.2. Other Committees

7 MEETINGS OF BOARD OF DIRECTORS AND COMMITTEES

- 7.1. Types of Meetings
- 7.2. Notice
- 7.3. Waiver of Notice
- 7.4. Quorum
- 7.5. Conduct of Meeting
- 7.6. Action Without Meeting

8 FIDUCIARY  
DUTIES

- 8.1. Execution of Documents
- 8.2. Conflicts of Interest
- 8.3. Liability and Indemnity
- 8.4. Compensation of Directors and Officers

9 BOOKS AND  
RECORDS

- 9.1. Maintenance
- 9.2. Availability
- 9.3. Accounting Report

9.4.

Fiscal Year

10

NOTICES

11

AMENDMENTS

## BYLAWS

### INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia nonstock Corporation Act. Definitions, terms and other interpretive provisions set forth in Article 2 of the Articles of Incorporation for Cascades Community Association, Inc. are equally applicable to these Bylaws.

### ARTICLE 2

#### MEETINGS OF MEMBERS

Section 2.1. Annual Meetings. Meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least thirty days before the beginning of each fiscal year at such time as may be fixed from time to time by resolutions of the Board of Directors. These meetings shall take place in either James City County or Williamsburg City County Virginia.

Section 2.2. Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; or (3) upon a petition presented to the Secretary and signed by members entitled to cast at least ten percent of the total number of votes. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3 hereof, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meetings.

Section 2.3. Notice of Meetings. Written notice stating the place, day and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary to each member entitled to vote at such meeting not less than seven nor more than thirty days before the date of the meeting. The giving of notice in the manner provided in this section and Article 11 hereof shall be considered service of notice.

Section 2.4. Waiver of Notice of Meetings.

(a) Whenever any notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by a member entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that member and such waiver shall be

delivered to the Secretary for inclusion in the minutes or filing with the Association records.

(b) A member who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if members entitled to cast at least ten percent of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once a member is present at a meeting such member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is set for that adjourned meeting.

If at any meeting of the Association a quorum is not present, a majority of the members who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called at such date and place as such members may agree, whereupon the Secretary shall announce the date, time and place at the meeting and make other reasonable efforts to notify all members of such date, time and place.

Section 2.6. Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents.



Section 2.8. Record Date to Determine Members; List of Members. The date for determining which Persons are members and therefore entitled to vote ("Record Date") shall be the close of business on the day before the effective date of the notice to the members of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a Record Date more than sixty days before the date of the meeting or other action requiring a determination of the members, nor shall the Board set a Record Date retroactively. At least ten days before each meeting, the Secretary shall make a complete list of members, with the address of each, available for review by the members before and during the meeting. The list shall be current as of the Record Date.

### ARTICLE 3

#### MEMBERSHIP AND VOTING

Section 3.1. Members and Voting Rights. The voting rights of the members of the Association shall be as set forth in Article 4 of the Articles of Incorporation.

Section 3.2. Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an Owner, the Association shall cast its votes with the majority with respect to any Lot it owns and, in any event, such votes shall be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. Since a member may be more than one Person, if only one of such Persons is present at a meeting of the Association, that Person shall be entitled to cast the member's votes. If more than one of such Persons is present, the vote appertaining to that member shall be cast only in accordance with unanimous agreement of such Persons, and such agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that member without protest being made forthwith to the Person presiding over the meeting by any of the other Persons constituting such member.

(c) Delinquency. No member may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such member of any financial obligation to the Association is delinquent more than thirty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 3.3. Manner of Voting.

(a) At a Meeting. Voting by members at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any member present at the meeting, in person or by proxy, requests, and by a Majority Vote the members consent to, a vote by written ballot indicating the name of the member voting, the number of votes appertaining to such member, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, election of directors requiring a vote of the members may be submitted to a referendum of the members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

(c) Advisory Referendum. The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Association Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Only instructed proxies may be granted by any member to the managing agent. No Person other than an Officer shall cast votes as a proxy for more than five Lots not owned by such Person. Proxies shall be in writing, shall be dated, shall be signed by the member or a Person authorized by the member (or in cases where the member is more than one Person by or on behalf of all such Persons), shall be valid for eleven months unless a longer time period is provided in the proxy and shall be filed with Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the member.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in Article 5 of the Articles of Incorporation. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the members. The Board of Directors shall delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Section 5.3 hereof), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board shall perform the following duties and take the following actions and take the following actions on behalf of the Association:

- (1) Provide goods and services to the members in accordance with the Association Documents, and provide for Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots.
- (2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots, and provide goods and services to the members, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.
- (3) Collect the assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the Upkeep of the Property to the extent the Association is so authorized by the Association Documents.
- (4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.
- (5) Open bank accounts on behalf of the Association and designate the signatories thereon.
- (6) Enforce the provisions of the Association Documents.
- (7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area owned in fee simple by the Association.

- (8) Notify the members of any litigation against the Association.
- (9) Obtain and carry insurance against casualties and liabilities, pay the premiums and adjust and settle any claims.
- (10) Pay the cost of all authorized goods and services rendered to the Association and not billed to Owners of individual Lots.
- (11) Notify a Mortgagee of any default in paying assessments for Common Expenses by an Owner (which remains uncured for sixty days) or for any other default, simultaneously with the notice sent to the defaulting Owner..
- (12) Charge reasonable fees for the use of the Common Area owned in fee simple by the Association and for services.
- (13) Suspend the right of any Owner or other occupant of a Lot, and the right of such Person's household or company, guests, employees, customers, tenants, agents and invitees to use the Common Area owned in fee simple by the Association.
- (14) Prepare and adopt an annual budget and make assessments against the Owners to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment, if any, of the annual assessment for Common Expenses.
- (15) Borrow money on behalf of the Association when required for any valid purpose; provided, however, that either a Majority Vote of members obtained at a meeting held for such purpose or written approval by members entitled to cast more than fifty percent of the total number of votes shall be required to borrow any sum in excess of fifteen percent of the total annual assessment for Common Expenses for that fiscal year and, subject to Section 15.4 of the Declaration, mortgage any of the Common Area owned in fee simple by the Association.
- (16) Execute deeds, plats or resubdivision and applications for construction permits, for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property.
- (17) Sign an Association Disclosure Packet or Statement of Common Expenses with respect to a specific Lot within fourteen days of the written request therefore and payment of the appropriate fee from an Owner, a contract purchaser or a Mortgagee.

(18) Do anything else not inconsistent with the Act or the Association Documents.

Section 4.2. Number of Directors. The Board of Directors shall consist of five Owners with no more than one member being elected from each household.

## ARTICLE 5

### OFFICERS

Section 5.1. Designation and Duties of Officers. The principal Officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors) the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such office by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 5.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 5.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.4. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 5.5. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the office of President.

Section 5.6. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis the Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 5.7. Secretary. The Secretary shall: keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct and as may be required by Section 13.1-932 of the Act; give or cause to be given all notices required to be given by the Association; give each member notice of each assessment against such member's Lot as soon as practicable after assessment is made; give each member notice and a copy of the Rules and Regulations or amendment thereof; maintain a register setting forth the place to which all notices to members, and Mortgagees hereunder shall be delivered; give notice to each member of any dedication, conveyance and transfer by the Association of any Property or of any easement or other estate or interest therein; file or cause to be filed the annual report required by Section 13.1-936 of the Act; make it possible for any member to inspect and copy at reasonable times and by appointment the records of the Association; and, in general, perform all the duties incident to the office of Secretary.

Section 5.8. Treasurer. The Treasurer shall be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data, including the Statement of Common Expenses required by Section 6.6. of the Declaration; deposit all monies and other valuable effects in the name of the Board of Directors or the Association, in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of Treasurer.

## ARTICLE 6

## COMMITTEES

Section 6.1. Architectural Review Board: The Board of Directors shall appoint no fewer than three individuals to serve on the Architectural Review Board consisting of a Chairman and at least two members. The Architectural Review Board shall monitor compliance with Architectural Guidelines and act as the authority for approval of owners' design and modification applications. The Architectural Review Board shall not be abolished at any time. The Architectural Review Board may be tasked with further duties or limitations according to the Book of Resolutions or requests from the Board of Directors.

Section 6.2. Other Committees. The Board of Directors may create and abolish from time to time such other committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time. The Board shall appoint the chair of each committee, and may either appoint the other members thereof or leave such appointment to the committee chair. No more than one member of the Board of Directors may serve on any committee nor serve on more than one committee at a time.

## ARTICLE 7

### MEETINGS OF BOARD OF DIRECTORS AND COMMITTEES

Section 7.1. Types of Meetings. The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the directors to elect Officers, appoint committee members and establish the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary upon the written request of at least two directors. Meetings of the Architectural Review Board or any other committee or subcommittee of the Association shall be held on an as needed basis. All meetings of the Board of Directors or any Committee shall be open to members as observers, except that the President or presiding officer or chairman of a committee may call the board or committee into executive session on sensitive matters such a personnel, litigation strategy or hearings with respect to violations of the Association Documents. Any final action taken in executive session shall be recorded in the minutes. The Board of Directors or any committee will hold their meetings in the Commonwealth of Virginia, in either Williamsburg City County or James City County.

Section 7.2. Notice. Notice of meetings shall be given to each director or committee member, as appropriate, personally or by mail, telegraph or telephone, orally or in writing, at least three business days prior to the day named for such meeting. Such notice shall state the place, day and time and, in the case of special meetings, the purpose thereof. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting.

Section 7.3. Waiver of Notice. Any director or committee member, as appropriate, may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director or committee member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting. If all directors or committee members, as appropriate, are present at any meeting of the Board of Directors or committee member, no notice shall be required and any business may be transacted at such meeting.

Section 7.4. Quorum. At all meetings of the Board of Directors or a committee a majority of the total number of directors or committee members, as appropriate, shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act, the Articles of Incorporation or the Bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn or recess the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director or committee member, as appropriate, who participates in a meeting by any means of communication by which all directors or committee members may simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

Section 7.5. Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The chairman of a committee shall preside over the meeting of the committee and may appoint any member of committee to keep minutes. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors or committee when not in conflict with the Act or the Association Documents.



Section 7.6. Action Without Meeting. Any action by the Board of Directors or a committee required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the Directors or committee members, as appropriate. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors or committee.

## ARTICLE 8

### FIDUCIARY DUTIES

Section 8.1. Execution of Documents. Unless otherwise provided in the resolution of the Board of Directors: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of one-tenth of one percent of the total annual assessment for Common Expenses for that fiscal year, and all checks drawn upon reserve accounts, shall be executed by an two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of one-tenth of one percent or less of the total annual assessment for Common Expenses for that fiscal year, except from reserve accounts, may be executed by any one person designated by the Board of Directors. Any Officer of the Association may be designated by Board resolution to sign a Statement of Common Expenses or an Association Disclosure Packet on behalf of the Association.

Section 8.2. Conflicts of Interest.

(a) Rule and Exceptions. Each director or Officer shall exercise such director's or Officer's powers and duties in good faith and in the best interests of the Association. No contract or other transaction between the Association and any of its directors or Officers, or between the Association and any corporation, firm or association (including the Declarant) in which any of the directors or Officers of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because of such relationship or because any such director or Officer is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction or because such director's or Officer's vote is counted for such purpose if any of the following conditions exist: (1) the material facts of the transaction and the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a majority of directors entitled to vote on the transaction, but in no event may such a transaction be authorized, approved or ratified by a single director; (2) the material facts of the

transaction and the common directorate or interest is disclosed or known to all of the members entitled to vote on the matter, and the members who are entitled to be counted in a vote on the transaction approve or ratify the contract or transaction by a majority of the total number of votes entitled to be cast; or (3) the contract or transaction is commercially reasonable to the Association in view of all the facts known to any director or Officer at the time such contract or transaction is authorized, ratified, approved or executed.

(b) Vote Not Counted. Any common or interested directors or Officers may be counted in determining the presence of a quorum of any meeting of the Board of Directors, a committee thereof, or the members which authorizes, approves or ratifies any contract or transaction, but such director's vote shall not be counted with respect to any matter as to which such director would have a conflict or interest; such director may vote, however, at the meeting to authorize any other contract or transaction.

Section 8.3. Liability and Indemnification.

(a) No Personal Liability. The directors, Officers and members of the Architectural Review Board shall not be liable to the Association or any member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No member shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the managing agent on behalf of the Association shall, if obtainable, provide that the directors, the Officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

(b) Indemnification. The Association shall indemnify the directors, Officers and members of the Covenants Committee to the extent that it is contemplated a nonstock corporation may indemnify its directors, officers and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification.

(c) Directors and Officers Liability Insurance. The Association shall have the power, to purchase and maintain insurance on behalf of any person who is or was a director, Officer or member of the Covenants Committee against any liability asserted against such person and incurred by such person in such capacity or arising out of such person's status as such, whether or not the Association would have the power of this section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

Section 8.4. Compensation of Directors and Officers. No salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such.

## ARTICLE 10

### BOOKS AND RECORDS

Section 9.1. Maintenance. The Association shall keep books and records as required by Section 13.1-932 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at least one a year by an auditor retained by the Board of Directors who shall not be an Owner or an occupant of a Lot. The cost of such audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Act.

Section 9.2. Availability. The books and records of the Association shall be available for examination by the members, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the members in accordance with Section 13.1-933 of the Act and Section 55-510 of the Virginia Property Owners' Association Act. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any documents to a member, or Mortgagee.

Section 9.3. Accounting Report. Within one hundred twenty days after the end of each fiscal year, the Board of Directors shall make available to all members and to each Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 9.4. Fiscal Year. The first fiscal year of the Association shall begin on the date of incorporation and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

## ARTICLE 10

## NOTICES

Except as specifically provided otherwise in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if delivered personally or by telegraph, teletype or other form of wire or by private carrier or sent by United States mail, postage prepaid pursuant to Section 13.1-810 of the Act, or if notification is of a default or hearing, lien, sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to a member, at the address which the member shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such member; (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the members pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States Mail addressed to the member's address shown in the Association records. If a Lot is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder, otherwise, the Person receiving the notice shall have the responsibility for notifying the other Persons comprising the Owner.

## ARTICLE 11

### AMENDMENTS

These Bylaws may be amended by a Majority Vote of the members if the proposed amendment has been inserted in the notice of meeting or all of the members are present in person or by proxy. Except for Articles 4 and 12 and Sections 2.2, 2.5 and 9.3 hereof, these Bylaws may also be amended by a Majority Vote of the Board of Directors; provided, however, that the proposed amendment has been inserted in the notice of the meeting. The Board of Directors shall send any amendment to the members within thirty days after adoption. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written consent of the Declarant. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

The Association levies annual assessments (which may be payable in equal periodic installments) to pay Common Expenses. Additional assessments may also be levied for the same purpose. A fee of \_\_\_\_\_ Dollars is currently charged by the Association for the preparation of an Association Disclosure Packet (such as this one). A late charge of \_\_\_\_\_ Dollars is currently applied to any assessment or installment thereof not paid within ten days after the date it becomes due. There are no other fees or charges imposed by the Association or any other entity or facility except:

[Fill in if applicable, i.e., Separate Recreation Charges]

B. Attached is a statement of capital expenditures made or anticipated for the current and two succeeding fiscal years, to the extent such information is available.

C. As of the date hereof, there is an outstanding balance in the reserve for the replacement funds (reserve accounts) of approximately \$ \_\_\_\_\_. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects.

[Fill in if applicable.]

D. Attached is (1) a copy or summary of the current operating budget, and (2) a copy or summary of the income and expense statement for the year ended \_\_\_\_\_, 19\_\_\_\_, the most recent fiscal year for which such statement is available.

E. There are no unsatisfied judgments against the Association nor any pending suits (other than collection cases) in which the Association is a party or which could or would have a material impact on the Association or which relates to the Lot referenced above, except as follows:

[Fill in status and nature if applicable.]

F. The Association holds hazard, property damage and liability insurance policies covering the Common Area as required by the Declaration in the following amounts: \_\_\_\_\_ hazard and property damage; \_\_\_\_\_ liability. The Association also maintains fidelity bonds in the amount of \_\_\_\_\_. It is suggested that each Owner obtain insurance covering property damage to such Owner's Lot and personal property contained therein as well as insurance covering personal liability. In addition, certain Owners may be required to maintain certain minimum insurance coverages. You are urged to review Article 10 of the Declaration and to consult with your insurance agent. Copies of the insurance policies are available for inspection or information is obtainable as follows:

[Fill in Contact for Insurance Information.]

G. The Association has not given notice to the Owner of the Lot and has no knowledge of whether improvements or alterations made to the Lot or uses made of the Lot or Common Areas assigned to the Lot, if any, are in violation of the Association Documents except as follows:

[Fill in if applicable.]

H. Attached is a copy of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and Design Standards of the Association (to the extent such documents exist), including all amendments.

The Association contact for questions regarding this Disclosure Packet is

---

---

---

(Name, Address and Telephone Number)

Pursuant to Section 1.3 of the Declaration, upon acquiring title to a Lot each new Owner shall immediately give written notice to the Secretary of the Association stating name and address of such new Owner and the number or address of the Lot. If a new Owner gives such notice within thirty days after acquiring title to a Lot, there will be no charge for adding such Owner's name to the Association records. After thirty days there will be a charge of \_\_\_\_\_ Dollars assessed against such Owner to cover the administrative costs of record keeping.