

WILLIAMSBURG HOMEOWNERS ASSOCIATION ARCHITECTURAL RULES AND REGULATIONS

Architectural Control Committee (ACC)

Pursuant to the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Williamsburg and Article VII of the Bylaws of Williamsburg Homeowners Association, the Williamsburg Executive Board of Directors has created the Architectural Control Committee (“Committee”) and established the following rules and regulations for exterior improvements to the private lots and common areas.

1. Regulated Activities. All proposed changes to the exterior of a dwelling or lot, that will affect the aesthetic features and characteristics of the community, shall be submitted for approval to the WHOA ACC. No building, fence, wall or other structure or major alternations, additions or improvements of any kind (hereinafter collectively referred to as “Changes”) shall be erected, installed or altered unless specifically permitted by these rules and regulations, and until the plans and specifications showing the nature, kind, shape, height, materials, finish colors and location of the proposed improvement, addition or alteration have been submitted in writing to and approved by the Committee.

2. Committee Composition and Voting. The Committee will be composed of up to six members, with two (2) Board members serving as Chairperson and Vice-Chairperson, respectively, and up to four (4) non-Board committee members. Either the Chairperson or Vice-Chairperson will preside over each meeting. For every matter on which Committee approval is required, each committee member, including the presiding Chairperson or Vice-Chairperson, shall cast one vote.

3. Functions. The duties and obligations of the Committee are to develop architectural rules and regulations, and review and approve all manner of proposed Changes made to the private residences and common areas to promote and preserve the general character, topography, vegetation and common architectural features which exist within the community.

4. Rules and Regulations. The rules and regulations developed by the Committee, and any proposed amendments thereto, shall be published to all members of the community for comment prior to being put to a vote before the Executive Board of Directors. Approval of all architectural rules and regulations is to be made by a majority vote of the Executive Board of Directors.

5. Scope of Review by the Committee. The scope of review by the Committee for any Change is solely to ensure compliance with the published architectural rules and regulations of the Association, and approval of any request does not include a review of, or signify compliance with, any building code requirements, state and local laws, or other rules, regulations or ordinances created and enforced by other agencies and entities which may apply to the proposed Change. Similarly, Committee approval of the proposed

Change request is in addition to, and not in lieu of, any required approvals and permits from state or local authorities having jurisdiction over the proposed Change.

6. Format for Architectural Change Requests. All Change requests must be submitted to the property manager in writing on the prescribed Architectural Request Form, together with a detailed plan setting forth the proposed changes to be made, the exact location of the Change within the subject property, and the size, type and color of the materials to be used. By submitting an Architectural Request Form, the homeowner agrees to maintain, repair and/or replace the Change so as to ensure that the condition of the Change is properly preserved, and the homeowner agrees to restore their property to the original pre-Change condition in the event that the Change is not properly maintained, repaired and/or replaced as required by these rules and regulations.

No action may take place to implement a Change without the prior written approval of the Committee. The Committee will make every effort to render a decision upon a Change request within thirty (30) days from receiving said request. In the event a decision is not rendered by the Committee within the prescribed thirty (30) day period, the homeowner may proceed in accordance with the procedures set forth in paragraph 8 below as though the Change request had been denied.

7. Request for Variance. Any homeowner may submit a Change request which includes a request for a variance from the published rules and regulations. Such requests shall contain a detailed description of the variance requested and the reason why the variance should be granted. The burden is upon the homeowner to demonstrate that the proposed Change is consistent with the existing aesthetic features and characteristics of the community and that it will create an undue hardship for the homeowner or unreasonably restrict the homeowner's use of the property if the variance is not granted. Examples of circumstances for which a variance will be considered include, but are not limited to, providing means of ingress and egress for residents with disabilities.

8. Appeals. Any homeowner whose Change request has been denied in whole or in part by the Committee may appeal the decision in writing to the Executive Board of Directors within ten (10) business days from the date notification of the denial by the Committee is mailed to the homeowner. Upon receiving the notice of appeal, the Executive Board of Directors may require the homeowner to submit additional information, arrange to meet with the homeowner prior to rendering a decision on the appeal, or issue a decision based upon the materials presented with the notice of appeal. Any Executive Board member who participated in the denial of the request at the Committee stage shall abstain from voting on the appeal. The decision of the Executive Board of Directors shall be final and binding upon the homeowner.

9. Deck and Patio Construction/Expansion. All decks and patios must be located in the rear section of the property and shall not extend towards the front of the property beyond the rear wall of the dwelling unit, except that a walkway entrance to the deck shall be permitted alongside the dwelling unit, subject to applicable property setback restrictions.

Materials and color must complement or match the color of the main dwelling. Privacy railings are permitted up to one third the length of deck or patio, but can not enclose the deck or patio. The committee may require the homeowner to install appropriate plantings around the deck or patio for aesthetic purposes.

10. Fencing. No fencing shall be permitted to extend towards the front of the property beyond the mid-point of the garage attached to the dwelling unit. The height of any fence along any perimeter of the property shall not exceed four (4) feet, measured from the ground to the highest horizontal rail section or vertical picket portion of the fence, except that support posts and scalloped or similarly styled sections that taper up to a support post shall not exceed five (5) feet. The styles of fencing permitted shall include a post and rail style fence, including round or split-rail fencing, and open picket-style fencing. The type of fencing material permitted includes wood, vinyl, or aluminum. The color of any fencing within the lawn section of the property shall be one color. The color can be natural wood, stained wood, white, or black. Exposed spear points are not permitted on aluminum fencing. Welded wire fencing material shall be permitted to be installed and fastened onto the interior framing of the fence in all lawn sections of the property, and green welded wire fencing affixed to and supported by green metal stakes shall be permitted in any portion of the property behind the dwelling unit which extends into wooded areas. It shall be the responsibility of the homeowner to maintain the fence in good repair at all times.

This section shall not apply to the installation of a wooden staked wire mesh fence around the perimeter of a seasonal garden, which may be constructed within the back yard of the unit and must be taken down by December 1st of the year it is erected. Homeowners shall also be permitted to install green welded wire fencing affixed to and supported by green metal stakes or open picket style fencing not more than four (4) feet in height around the perimeter of a garden area as permanent fencing, for which no application is required.

11. Landscaping. Architectural requests shall be submitted only for plantings or other proposed landscaping improvements that exceed four (4) feet in height along the property line(s) of adjoining lots which would act as a continuous barrier around perimeter portions of the lot. Homeowners may request a variance for plantings which exceed four (4) feet in height placed along portions of the property boundaries between adjoining lots, and such requests will be evaluated on a case-by-case basis.

It is the responsibility of the homeowner to ensure that all proposed landscaping modifications do not adversely impact any installed drainage facility or create any additional surface water runoff onto adjacent properties. Consistent with the obligation for all homeowners to keep their lots neat and in proper condition with respect to mowing and other external care, homeowners are required to properly maintain all installed plantings and landscaping improvements, which includes treating, or replacing or removing, any plantings which exhibit visible signs of disease or decay, and repairing, replacing or removing any landscaping improvements which fall into disrepair. Trees,

shrubs and bushes that protrude and/or overhang into sidewalks must be trimmed so as not to block or impede walkers.

12. Lawn Maintenance. It is the responsibility of every homeowner to properly seed, care and maintain all lawn and other areas within the boundaries of the property, and also to maintain in good repair those portions of the sidewalk and grass areas fronting the property up to the street curbing.

13. Storage Facilities. Storage facilities that do not conform to the architectural rules and regulations are not permitted. All prefabricated storage facilities made of plastic or vinyl must be located along the rear wall of the dwelling unit or garage, and match the color of the dwelling unit as closely as practicable. All other prefabricated or custom built storage facilities must be located within the building envelope and match the architectural features and color of the main residence as closely as practicable, except that wood storage facilities may be stained consistent with the aesthetic character of other improvements on the lot, such as fencing, decks and patios. All proposed locations shall be subject to review and approval of the Committee, and the Committee may require the homeowner to install appropriate plantings around the storage facility for aesthetic purposes.

It shall be permissible to utilize the area underneath an elevated deck or patio for storage, provided that the storage area underneath the deck or patio is fully enclosed with lattice woodwork or other similar materials, and consistent with the design and construction of the deck or patio, such that the enclosure obscures visibility of the stored objects from the neighboring properties.

14. Pools and Hot Tubs. To the extent permitted by and consistent with applicable local codes and ordinances, the installation of in-ground swimming pools is permitted. Seasonal children's inflatable or plastic pools are permitted, and no application is required for their installation. All other above ground swimming pools are not permitted, except that homeowners shall be permitted to install a hot tub or Jacuzzi unit in accordance with applicable codes, ordinances and regulations governing the requirements for the installation and enclosure of improvements of this kind.

15. Animal Shelters. No kennels or outside shelters for the breeding or boarding of animals are permitted.

16. Signage. Except as provided herein, no signs or other means of notices or advertisements of any kind shall be placed on the common areas. Homeowners shall be permitted to place one (1) real estate "for sale" sign located on the lot in connection with the advertisement of the sale of the lot. It shall also be permissible to place temporary signs for the election of local, state or federal candidates on lots, which signs shall be removed with ten (10) days after the election is held. Commercial signs for contractors performing home repairs or improvements are permitted on homeowner property while the work is being performed but must be removed when the work is completed, not to exceed 30 days. No application is required for placement of the permitted types of signs

described above. Homeowners who wish to place temporary signs or notices of events or activities on any lot or common area shall submit a request to the Committee through the property manager. Examples of permitted temporary signs or notices include, but are not limited to, real estate open house signs, garage sales or other community events. All permitted temporary signs or notices shall be placed not more than forty-eight (48) hours prior to the event or activity, and shall be removed not later twenty-four (24) hours after the date of the event or activity.

17. Clotheslines. No permanent fixtures such as clothes trees or clothes lines shall be permitted for airing, drying, or hanging laundry. Occasional use of deck railings for airing or drying swimwear, beach towels, rugs, quilts, or blankets is permitted. Items must be removed from the railing within 24 hours.

18. Playsets. All playsets must be located in the rear section of the property. Swing set material is limited to wood. Color must complement the main dwelling and may be stained consistent with the aesthetic character of other improvements on the lot, such as fencing, decks, and patios. It shall be the responsibility of the homeowner to maintain the playset in good repair at all times. Freestanding playsets for toddlers and preschoolers (e.g. Little Tikes) are also allowed as long as they are not permanently installed.

19. Satellite dishes. Satellite dishes may be installed on the dwelling or property. If installed on the ground, the dish must be incorporated into the landscaping.

20. Complaints. Complaints of any alleged violation of the architectural rules and regulations must be submitted in writing to the property manager. The written complaint must provide adequate information as to the date, location and time of the alleged violation to permit the Association to investigate the complaint. Whenever and to the extent possible, the source(s) of the information contained in the complaint shall be kept confidential.

21. Notice of Violation. The property manager shall investigate the complaint, and, where appropriate, shall notify the homeowner in writing, via hand delivery or by regular mail, of the alleged violation and instruct the homeowner to remedy, correct or abate the condition. Homeowners shall be given twenty-one (21) days from date notification of the alleged violation is hand-delivered or mailed by the property manager to submit a written response to the property manager, after which the Committee will consider any submissions by the homeowner and render a written decision.

22. Appeals. Any homeowner who has been cited for a violation of the architectural rules and regulations by the Committee may appeal the decision by mailing a notice of appeal in writing to the Executive Board of Directors within ten (10) business days of the date notice the Committee's decision is hand-delivered or mailed. Upon receiving the notice of appeal, the Executive Board of Directors may require the homeowner to submit additional information, arrange to meet with the homeowner prior to rendering a decision on the appeal, or issue a decision based upon any materials presented with the notice of appeal. Any Executive Board member who participated in the decision at the Committee

level shall abstain from voting on the appeal. The decision of the Executive Board of Directors shall be final and binding upon the homeowner.

23. Period to Cure Violation. Each homeowner who is cited for a violation of the architectural rules and regulations will have thirty (30) days to remedy or cure the violation, which period shall be measured from (1) hand-delivery or mailing of notification by the property manager, if no timely written response is delivered to the homeowner; or (2) the date the Committee's written decision is hand-delivered or mailed for those instances where the homeowner has submitted a timely written response; or (3) the date an appeal is denied by Executive Board of Directors, whichever is later. Prior to the expiration of the cure period, any homeowner may request a reasonable extension of time to cure any violation based upon extenuating circumstances.

24. Penalties, Remedies. Failure to remedy, correct or cure the violation within the prescribed timeframes shall result in the imposition of a fine in an amount to be determined by the Executive Board of Directors based upon the nature and severity of the violation(s), in an amount not to exceed \$50 per week, until the violation(s) is/are remedied, corrected or abated. In the event fines are not paid, the Executive Board of Directors may cause legal proceedings to be instituted to collect the amount of the accrued fines for that homeowner, together with all costs of collection incurred by the Association, including attorneys fees and court costs, or take such other steps as it deems appropriate to secure payment of all accrued fines and associated costs.