

**Seasons Trace Homeowners Association
150 Strawberry Plains Road, Suite A-1
Williamsburg, VA 23188**

Rules and Regulations of Seasons Trace

WHEREAS, ARTICLE V, SECTION I (a) of the Bylaws of Seasons Trace Homeowners Association, Inc. (the "Bylaws") reads, in part:

"The Board of Directors shall have power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of members and their guests thereon and establish penalties for the infraction thereof..."

WHEREAS, the Property Owners' Association Act (Va Code Ann. §55-508, *et seq.*) provides the Board of Directors with the power to establish, adopt and enforce rules and regulations with respect to Common Area and with respect to such other areas of responsibility assigned to the Association by the Declaration.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors adopts the following Rules and Regulations:

1. **Compliance.** Homeowners, residents and guests shall at all times comply with all rules and regulations set forth governing this community and any alterations or changes to such rules and regulations which may be adopted from time to time. Homeowners shall be responsible for the actions of their tenants and guests.
2. **Architectural Control.** No building, fence, wall, or other structures shall be erected or maintained, nor shall any exterior addition to or change or alteration be made, until plans and specifications showing the nature, kind, shape, height, materials and locations shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors.
3. **Exterior Maintenance.** In the event that the need for maintenance or repair is caused through the willful or negligent act of a homeowner, his family or guests, or his tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which his property is subject.

Plantings by homeowners, which must have written approval of the Association as to type and location, shall be maintained by the homeowner but are subject to inadvertent care and trimming by maintenance contractors.

4. **Landscaping.** Plantings by a Homeowner must have the written approval of the Architectural Committee. Plantings by a Homeowner shall be maintained by the Homeowner.
5. **Proviso.** The Association shall have complete control of all trees, shrubs, plants or other materials on Lots and Common Areas and can require these to be moved, removed, replaced, pruned or trimmed at any time. Any and all landscape modifications of Lots or Common Area by Homeowners or residents is subject to approval by the Board of Directors.
6. **Quiet Enjoyment.** No obnoxious or offensive activity shall be conducted or permitted on any of the Properties, and nothing shall be done thereon which may be or become an annoyance or nuisance to the neighborhood.
7. **Fees and Dues.** Homeowners are obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Annual assessments are payable in monthly installments and are due on the first day of each month. Delinquent homeowner accounts shall bear interest from the date of delinquency, and the Association may bring an action at law against the homeowner or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the cost of each assessment.
8. **Business Activity.** No business or profession of any kind shall be carried on or practiced in any dwelling without the express written consent of the Board of Directors.
9. **Vehicles and Parking.**
 - A. Inoperative or unlicensed cars, trucks or other vehicles shall neither be parked nor stored on streets, parking areas or in open carports.
 - B. All parking shall be in designated areas only. These shall not include turn-around areas, yards, Common Areas or other areas marked with No Parking signs.
 - C. No major vehicle repairs of any kind shall be carried out in any area.
 - D. No boat, boat trailer, jet ski, ATV, school bus, truck with commercial lettering, or other commercial use, or any truck over 3/4 ton, camper or camping trailer, or other mobile living or recreational vehicles shall be stored, parked or kept in any area except in such areas as may be designated by the Association, and such units shall not be lived in while so stored or parked.
 - E. No non-resident student attending Lafayette High School shall be allowed to park a vehicle in any area of Seasons Trace while attending classes or other functions at the

school. Exception to this rule is granted for parking in a Homeowner's private parking space with that Homeowner's written permission displayed prominently within the vehicle. Vehicles in violation of these rules may be towed at the owners' expense.

- F. No storage POD shall be allowed upon the premises or used onsite for more than ten (10) days.
10. **Pets.** Dogs, cats or other household pets may be kept so long as they do not become a nuisance to other Homeowners or residents.
- A. Dogs are not permitted to run at large and, in accordance with James City County ordinance, must be kept leashed at all times when outside homeowner premises. Dogs may not be tethered in Common Areas.
 - B. Pet owners shall be responsible for any damage or injury their pets may cause or inflict.
 - C. Pets shall not be allowed to make loud or disturbing noises for extended or unreasonable periods of time.
 - D. Pet owners shall be responsible for removal of all-pet waste on private property, Common Areas, and along roadways.
11. **Rubbish and Trash.**
- A. Garbage and other wastes shall be kept in a covered, sanitary container in the outside areas provided with each unit.
 - B. Common Areas shall not be used for any disposal of trash. This includes Christmas trees, which are removed by the Association's trash service, and yard cuttings, which may be bagged for removal by the trash service or placed in designated areas for removal by lawn maintenance personnel.
 - C. Except for pick-up days, recycling bins must be stored out of sight.
12. **Pond Use.**
- A. Neither people nor pets shall be permitted to swim in the ponds.
 - B. No trash or other objects shall be thrown into the ponds.

- C. No Homeowner, tenant or guest may harm wildlife using the ponds.
- D. Fishing the ponds shall be the exclusive right of Homeowners and accompanied guests.

13. **General Use Restrictions.**

- A. Carports shall not be used for storage of any kind, with the exception of neatly stacked firewood. Bicycles may be hung unobtrusively from carport ceilings.
- B. No outdoor areas such as patios, decks, porches or yards may be used for storage. **Toys, games and portable basketball goals must be kept in proper storage areas when not in use and shall at no time be allowed to create a nuisance to the neighborhood.** Firewood must be stored neatly and unobtrusively. Patios, porches, decks and carports are to be kept clean and free of unsightly objects and debris.
- C. No yard ornaments, statuary, furniture or planters shall be placed in Common Areas, nor shall any of the above items placed on homeowners' property be of an unduly obtrusive or objectionable nature. American and seasonal flags may not exceed 36" x 60" in size. No flagpoles may be erected on the properties.
- D. Windows or doors, and all blinds and curtains displayed in them, which are visible to other homeowners and are in an unacceptable state of repair, shall be considered an infraction of these Rules.
- E. No sign of any kind shall be displayed to the public view except contractor signs during construction, one professional real estate or one By-Owner sign, or security system sign of no more than three feet square. These signs may not be placed in Common Areas.
- F. No laundry may be hung on the outside of properties, including decks and patio areas.

14. **Cluster Homes.** Owners of cluster homes shall be required to exercise reasonable maintenance of their yards and outside properties. Failure to do so shall be considered a violation of these Rules.

15. **Personal Conduct.**

- A. No Homeowner, tenant, resident, guest or invitee of Seasons Trace Homeowners Association shall harass, interfere with, intimidate or attempt to intimidate any member of the Board of Directors, or other agent or employee of the Board of

Directors in relation to the performance of his/her duties on behalf of the Board of Directors and/or the Homeowners. For the purposes of this Rule "harassment, interference or intimidation" shall be defined as the use of intimidating language, verbal threats, abusive, unreasonable or profane language, unreasonable or unduly prolonged verbal contact via electronic means or otherwise, by a Homeowner, resident, guest or invitee of Seasons Trace Homeowners Association directed at an employee, Board Member or agent of the Board of Directors, Managing Agent or employee of the Managing Agent or other agent of the Managing Agent duly appointed by the Board of Directors. Additionally, "harassment, interference or intimidation" shall be defined as the use of or threatened use of physical force or threats of physical har, physical aggression, physical or verbal interference or other physical, verbal or written means, to persons or property intended to or which has the effect of delaying, preventing or impairing a Board Member, Managing Agent or employee of the Board of Directors and/or the Managing Agent from performing duties on behalf of Seasons Trace Homeowners Association and/or the Board Directors.

B. The Board of Directors has adopted the attached Code of Conduct for Meetings which is incorporated into these Rules and Regulations. Violations of the Code of Conduct are deemed a violation of these Rules and Regulations.

16. **Notification and Penalties.** The Association, acting through its Board of Directors, shall have the authority to (i) suspend a Unit Owner's right to utilize facilities, including those of the Recreation Association, or non-essential services offered by the Association on account of nonpayment of assessments, to the extent that access to such unit is not precluded; and (ii) assess charges against any Unit Owner for any violation of the Association's instruments or of the Rules and Regulations promulgated thereto, for which such Unit Owner or his family members, tenants, guests or other invitees is responsible.

Before any such suspension or fine may be imposed, the Unit Owners shall be provided the opportunity to be heard and to be represented by counsel before the Board of Directors. Notice of such hearing shall, at least seven (7) days in advance thereof, be delivered by hand or mailed by registered or certified United States Mail, return receipt requested, to such unit owner at the address or addresses required for notices of meetings pursuant to Section 55-513 of the Virginia Property Owners Act. The amount of charges so assessed shall not exceed fifty dollars (\$50.00) for a single offense, or ten dollars (\$10.00) per diem for any offense of a continuing nature, and shall be treated as an assessment against such Unit Owner's property for the purposes of Section 55-513 of the Virginia Property Owners Act and the Association's Instruments. Failure of such owner to respond to written notice shall result in automatic fine.