

## SECTION I

### INTRODUCTION

1. **Authority.** Section 7.1 (c) of the Amended and Restated Declaration of Covenants and Restrictions for the Villages of Kiln Creek (the “Declaration”) provides that the Board of Directors (the “Board”) of the Villages of Kiln Creek Owners Association (the “Association”) may adopt general rules, including, but not limited to, rules regulating potential problems relating to the use of property and that such rules and any subsequent amendments thereto shall be binding on all Members, except where expressly provided otherwise in such rule. By resolution effective October 17, 2007, the Board amended the following rules governing the Properties which rules, as amended, are set forth herein (the “Rules”).
2. **Governing Documents.** The Rules and the Architectural Review Board Standards shall be considered with the Declaration, the Supplementary Declaration applicable to your Neighborhood, the Amended and Restated Articles of Incorporation of the Association (the “Articles”), and Amended and Restated Bylaws of the Association (the “Bylaws”). The foregoing documents are collectively referred to as the “Governing Documents”. If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.
3. **Architectural Standards.** Section 6.5 of the Declaration provides that no Improvement (as defined in Section 6.2 of the Declaration) shall be constructed, erected, installed or maintained on any Lot or Parcel, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including paint color) of the Improvement of the Lot or the Parcel on which it is situated, unless the Application, plans and construction schedule therefore have been approved by the ARB. Pursuant to Section 6.6 of the Declaration, the ARB has established certain standards known as the “Architectural Standards” to be used in considering whether to approve or disapprove plans for Improvements. These Rules are closely related to the Architectural Standards, and in many instances specific reference is made to the Architectural Standards for additional requirements and guidance.
4. Individual Neighborhoods may have rules that are more but not less restrictive than the Association.
5. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

## SECTION II

### USE OF PROPERTY

1. **Animals:** In recognition of the need for animal control within Kiln Creek and the residents' right to enjoyment of the Association, the following rules and policies are hereby established to handle animal problems, and to provide procedures for processing animal questions and complaints.
  - a. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area or Neighborhood Common Area. Keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted; provided that such pets are not kept or maintained for commercial purposes.
  - b. The number of ordinary domestic pets excluding caged animals and birds and those maintained in an aquarium or terrarium shall not exceed the number permitted by local ordinance.
  - c. When outdoors, pets must be leashed and accompanied by a responsible person who can control the pet. Pets may not be left unattended except while in a fenced private yard. Pet owners who want to install invisible, underground electric fences to keep their animals inside their lot must file an application for exterior alteration with the ARB. No pet may be leashed or tethered to any stationary object. **Pet owners are responsible for the immediate removal and proper disposal of animal waste.**
  - d. Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties.
  - e. All pets shall be registered with the City of Newport News or the County of York and inoculated as required by law.
  - f. **The Association will monitor signed and written formal complaints concerning free roaming cats, dogs off leash, and/or dog and cat excreta. A notice of violation will be issued following a signed written complaint.**
  - g. Written complaints received by the Association concerning nuisance animals in private, public or common areas will be processed for a hearing by the Association in accordance with the Complaint Resolution Procedures in Section IV. A written complaint form must be submitted to the Association along with the signature of any other affected residents, stating the particulars (dates and times) of the alleged nuisance. All residents signing the statement must be willing to attend a Board of Directors board meeting, to which the owner of the property where the pet resides has also been invited, for a hearing.

- h. Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis may be removed from the Properties after the Pet Owner thereof has received ten (10) days written notice from the Board and has failed to take corrective action. The foregoing notwithstanding, any pet which threatens the safety of or attacks any person(s) lawfully on or occupying the Properties, shall be permanently removed from the Properties immediately without ten (10) days written notice from the Board, if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board shall provide such notice as is reasonable under the circumstances. The Association will refer all residents to the SPCA if an alleged domestic animal (dog or cat) control problem exists on residential private property.
2. **Antennas and Similar Devices:** See ARB Standards.
3. **Artificial Flowers/Plants:** Artificial flowers and plants in hanging baskets or on porches, including wreaths/decorations are acceptable; however, they must not be visibly faded. Artificial flowers and/or plants are not permitted on lawns or in flowerbeds.
4. **Association Property:** The Common Area and Neighborhood Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area and Neighborhood Common Area shall be used only for their intended purposes, except as otherwise expressly provided in the Governing Documents. No Owner shall make any private, exclusive or proprietary use of any of the Common Area or Neighborhood Common Area.
5. **Casualty:** Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a building or other improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or "**Improvement**" (See Architectural Standards) or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Properties. Such work must be commenced promptly after the date of casualty and substantially completed no later than six (6) months after the date of casualty; provided, however, that any unsafe structure must be immediately secured and fenced. An extension may be granted by the Board of Directors, in its sole and absolute discretion.
6. **Clothes Drying Equipment:** No clotheslines or other clothes drying apparatus shall be permitted outside an enclosed structure on any Lot. No portion of a Lot shall be used for the drying or hanging of laundry or the airing of clothes or other items unless such laundry or other items are adequately screened from view and not visible from streets or neighboring properties.
7. **No Commercial Use:** No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. An Owner may maintain an office in the home if such office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business.

- No equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Properties outside of an approved enclosure.
  - Such owner has obtained approvals for such use as may be required by the City of Newport News and the County of York.
8. **Compost:** Compost piles are not permitted.
  9. **Emissions:** There shall be no emissions of dust, sweeping, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney or BBQ grill emissions and no production, storage or discharge of Hazardous Materials on the Properties or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water.
  10. **Fences:** Builders/Constructing- See Architectural Standards.  
Cleaning/Maintenance -Any fence within your property line must be free of debris/algae, and shall be that owners sole responsibility; which includes the maintenance of all sides of the fence. In which case, you may need to go onto your neighbors' property. Please obtain permission from neighbor prior to entering on private property.
  11. **Firearms:** Because of the density of homes in Kiln Creek no discharge of firearms is permitted. All city and county ordinances must be followed. This includes paint ball guns, BB Guns, pellet guns, sling shot & archery equipment used by adults and children.
  12. **Firewood:** Because of the threat of pest problems, firewood must be stored a minimum of six (6) inches off the ground. Firewood must be stored behind the rear foundation line of a Lot and stacked in a neat and orderly manner and shall not be stored so that it blocks access to any door or throughway, or any Common Area or Neighborhood Common area. Firewood shall not be stacked in excess of four (4) feet in height. Owners must clean and sweep Common Areas and Neighborhood Common Areas that have been littered due to the delivery of firewood. Consult the Supplementary Declaration for additional regulations. If firewood is to be covered, a neutral colored tarp/covering must be used.
  13. **Fireworks:** Fireworks are prohibited.
  14. **Flags:** See Architectural Standards.
  15. **Garage Doors:** To enhance the aesthetics of the neighborhood and security of the homes, garage doors should be kept closed to the maximum extent possible. It is the homeowner's responsibility to keep their garage door in good repair. If a garage door is visibly dented/damaged please note this item will be viewed during the Association's regular inspection, and may need to be painted, repaired or replaced.
  16. **Gardens:** All gardens must be applied to Architectural Review Board.

17. **Golf Carts, ATV'S, Motorized Scooters:** No golf carts, ATV's, or motorized scooters shall be driven on the community trails or pathways or on paved streets or parking areas or unpaved portions of the Common Area or Neighborhood Common Area, except on such golf cart pathways, paved streets or paved areas designated for use by golf carts on recorded plats of a subdivision or in a Supplementary Declaration. No child under the age of sixteen (16) shall be permitted to operate a golf cart on the Properties. The foregoing rules regarding golf carts do not apply to the use of golf carts on the property owned by the Kiln Creek Golf and Country Club, maintenance vehicles used by the Association, or motorized wheelchairs or other devices to assist the disabled. Remember, Pedestrians have the right of way in all instances.
18. **Grills:** Except as provided in Supplementary Declarations, use of portable barbecue grills or other outdoor cooking equipment is permitted on the Lots. When in use, outdoor cooking equipment must be placed behind the dwelling, whenever possible, and positioned so that smoke will not disturb neighboring properties. Fires must be extinguished promptly after cooking. Permanent grills require approval from the ARB. Grills, with the propane tank removed, must be stored inside a privacy fence, shed, garage, patio, deck area or other outdoor enclosure, approved by the ARB. Due to fire department regulations, the propane tank must be stored in an open outdoor area and must be shielded from the view of neighboring properties to the maximum extent possible. See neighborhood rules for further restrictions.
19. **Group Outdoor Recreational Activities:** In Common Areas and Neighborhood Common Areas, group outdoor recreational activities may be permitted from sunrise to sunset in designated areas if approved by The Neighborhood Advisory Board and/or the Association's Board of Directors. In these designated areas, the Neighborhood Advisory Boards should work with the Board of Directors to establish enforceable behavior rules, identify parking areas for bicycles and other play equipment (skateboards, etc.), and provide for trash disposal.
20. **Hazardous Use; Waste:** Nothing shall be done or kept on the properties which will increase the rate of insurance applicable for permitted uses for other Lots, the Common Area, the Neighborhood Common Area or any part thereof without the prior written consent of the Board, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Properties which will result in the cancellation of any insurance on any other Lot, the Common Area, the Neighborhood Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports flammable materials or explosive charge may be kept or driven on the Properties at any time. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to the land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot, Common Area, the Neighborhood Common Area, or any portion of the Properties, or

transport to or from any portion of the Properties any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be **disposed of** on the Common Area or the Neighborhood Common Area.

21. **Holiday/Seasonal Decorations and Lighting:** Holiday decorations as used herein means those temporary decorations and lighting associated with a particular national, state, local or religious holiday. These decorations may be displayed without ARB approval for up to fourteen (14) days before and seven (7) days after each holiday, except Christmas and Hanukkah decorations which may be displayed from Thanksgiving through January 10th of each year. Seasonal decorations may be displayed during the calendar year's seasonal dates. Owners are urged to take care and exhibit consideration for their neighbors when displaying Holiday/Seasonal Decorations so as not to cause an unreasonable source of annoyance to occupants of neighboring property. Please contact our office for special circumstances regarding holiday decorations

### **Village Entrances (KCOA and Neighborhood Common Areas)**

The Association encourages the display of seasonal decorations and our nation's flag at the entrances of the villages.

The NAB chair of each village wishing to display any decorations or the flag in these areas must notify the Association of a point of contact who will be responsible for the placement, maintenance and removal of the decorations and/or flags. Decorations and flags will not be affixed to the village signs. Decorations must be placed in a manner that will not impede routine maintenance.

22. **Hoses/Sprinklers:** Except when in use, hoses shall be stored in a neat and orderly fashion. Hoses/sprinklers shall not be used as a permanent irrigation system.
23. **Inspections:** Please note Virginia Code gives the Association authority to do inspections at anytime. See exhibit B for an extended list.
24. **Lakes and Water Bodies:** As provided in Section 7.1(f) of the Declaration and subject to the use of the lakes for irrigation purposes by the Association, all lakes within the properties are aesthetic amenities and no other use thereof, including, without limitation, swimming, boating, fishing, playing or use of personal floatation devices shall be permitted. No piers or docks shall be constructed on any portion of the lakes nor attached to the shoreline or banks thereof, except for those approved by the Board. All lakefront property owners are to observe the easement around each lake that has been dedicated to the Association. No resident may seed, fertilize, mow or otherwise disturb the area within the Association's landscaping easement. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes within the Properties. The Association reserves the right to address the over population of the lakes by scheduling a community fish day.

25. **Landscaping:** It is the homeowner's responsibility to keep all shrubs, trees and grass neatly trimmed, properly cultivated and free from all trash, weeds, and other unsightly materials. The homeowner is also required to maintain the grass located behind fences and on easement property. Artificial vegetation of any kind (e.g., plastic or silk flowers or bushes) is prohibited. Shrubs, trees and grasses should be chosen by their height at maturity and be in proportion to the bed, lawn home and lot. Local nursery personnel are also very knowledgeable and are usually willing to share their expertise in these areas of concern. **Hint:** The Association typically does lawn inspections following the weekends.

- **Lawn Maintenance-** Overall, lawns shall have a generally well groomed and maintained appearance. There shall be no weeds in the place of grass and there shall also be no bare spots in the lawn. Lawns that have either of these problems need to be weeded and/or seeded during the next appropriate growing season. Watering is also important. Lawn should be watered enough to maintain a green, healthy appearance (however, city and county water regulations should be adhered to at all times). The area/edges where your lawn meets your house, driveway, walkway, fence, patio, or other obstruction shall be neatly trimmed and free of weeds. Trees shall be kept pruned, trimmed and/or neatly groomed.
- **Flowerbed Maintenance-** All flowerbeds, gardens, or other areas segmented from your lawn shall be kept free of all grass and weeds. If you have landscaping materials such as mulch, stones, blocks, bricks, etc. these areas shall also be kept weed and mold free, and repaired/replaced if they are disjointed or broken. (See Architectural Standards for edging specifications.) If an area appears unkempt or fades into your lawn, you may be asked to have this area differentiated by either creating a distinct flowerbed, or removing the plant material and seeding to encompass this area into your lawn.
- **Driveway, Walkway & Patio Maintenance-** All driveways, walkways, patios, and other similar areas shall be kept free from all grass, weeds, debris, or other materials.

Homeowners with lawn service contractor shall be responsible for:

- a. Ensuring that their lawn service contractor either removes or stores bagged grass clippings so as not to be visible from the street until 5 PM the day prior to scheduled bulk waste pickup, **and**
- b. Ensuring that their lawn service contractor refrains from blowing grass clippings, branches, grass or any debris down storm drains or into the street.

26. **Lawful Use:** No improper, offensive or unlawful use shall be made of the Properties or any part thereof. Residents shall comply with all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction.

27. **Leaf Collection:** The burning of leaves and other yard debris within the Villages of Kiln Creek is strictly **prohibited**. At no time shall leaves be piled in streets for vacuuming by Newport News or York County, as they do not collect in Kiln Creek. All local city or county ordinances for trash collection must be followed. A Lot owner shall not rake or

blow leaves into a common area or street for collection. Un-bagged debris gets washed into storm drains that can in-turn clog up our lake system.

28. **Leasing/Residential Use:** Except as otherwise provided herein and in the Governing Documents, Lots shall be used exclusively for single family residential purposes. **No dwelling located on the Properties shall be used or occupied for dormitory, transient or hotel purposes.** The Association **must** be provided a copy of your lease. **All leases must be for one year minimum.** No Owner shall lease a Lot other than on a written form of lease:

\* Requiring the lessee to comply with the Governing Documents, including, without limitation, the Rules and ARB Standards and individual neighborhood documents.

\* Requiring that all state & local ordinances be adhered to.

\* Providing that failure to comply with such documents constitutes a default under the lease. All absentee Owners shall promptly notify the Association of their new address, e-mail address, phone number and the name, work and home phone numbers of their tenants and Management Company, as applicable. It is the responsibility of the Owner to ensure that any management company acting on his or her behalf provides the Association with information regarding tenants. Failure to do so shall constitute a violation of the Rules.

29. **Mailboxes and Newspaper Tubes:** Only mailboxes and newspaper tubes approved by the Architectural Review Board shall be permitted. Decorative mailbox covers are not permitted. See Architectural Standards.

30. **Maintenance:** As provided in Section 7.2 of the Declaration, each Owner shall keep all Lots and Parcels owned by him and all Improvements thereon in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association. In the event an Owner shall fail to maintain his Lot or Parcel and the Improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board shall have the right to enter upon such Lot or Parcel to correct such failure. All costs related to such correction shall become a special assessment upon such Lot or Parcel and as such shall be regarded as a special assessment with respect to lien rights and remedies of the Association. See Exhibit B for a sample inspection checklist of items viewed during inspections.

a. **Maintenance of Lots/Inspections:** Please note Virginia Code gives the Association authority to do inspections at anytime. See exhibit B for extended list. The storage of any item outside of your home is prohibited. (See Rule #42 regarding "Storage")

b. **Maintenance of Lot during exterior Construction/Remodeling/Renovation:** All Lots must be maintained free of debris during the course of construction. Adjoining streets must be kept cleaned of debris and mud. Building sites that maintain a portable toilet for the use of subcontractors working on the site should be located, where possible, near the side of the property and out of view of the street. In no instance will a portable toilet be allowed to be located in the gutter or street. Lots maintaining portable toilets or

dumpsters shall be dumped on a weekly basis and shall have prior approval from the Association. In order to respect the rights of existing residents, construction activity should be limited to the hours of 7:00 a.m. to dark. No radios may be played at levels that cause an unreasonable annoyance to adjoining Lots.

c. **Maintenance -Construction Restrictions.** The continuous observation of the following rules and regulations as they pertain to the performance of construction activity will be mandatory of all builders working within Kiln Creek. Specifically, in addition to those items previously addressed herein, each builder, and their subcontractors shall observe the following:

(1.) Each contractor shall maintain the exterior grounds and premises in a neat and clean condition, free of all trash and debris;

(2.) No materials, except those that will be incorporated into the project during a maximum of thirty (30) days following delivery will be allowed on the exterior of the site. Those materials stored on site will be maintained in a neat order.

(3.) Trailers, trucks, vans and portable storage containers carrying construction tools or materials must not be parked on the street overnight. Dumpsters must be placed in the driveway.

(4.) **Construction must be completed within six (6) months.**

(5.) All construction material, scaffoldings, ladders, dumpsters and portable toilets shall be removed within seven (7) days after completion of work.

31. **Moving:** Move-ins and move-outs shall be conducted between the hours of 7 a.m. and 9 p.m. unless otherwise approved by the Association's Director of Operations. If leasing or un-occupying your home, you must provide the Association with change of address in writing.
32. **Multi-Unit Dwellings:** Rules for garbage and trash storage, storage and usage of grills and storage of firewood may be established by the individual neighborhoods for multi-unit dwellings provided such rules do not contradict or conflict with the Rules of the Villages of Kiln Creek Owners Association.
33. **Noise:** All persons present on the Properties shall comply with the applicable local noise ordinance and shall not permit or engage in any activity, practice or behavior that causes annoyance, discomfort or disturbance to any other person(s) lawfully present on any portion of the Properties. Residents are encouraged to call local authorities to report such violations or occurrences.
34. **Nuisances:** Section 7.1(a) of the Declaration provides that "No nuisance shall be permitted to exist on any Lot or Parcel." Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot, Parcel, Common Area, Neighborhood Common Area or on any part thereof, and

the Association shall have standing to initiate legal proceedings to abate such activity. Residents are encouraged to call local authorities to report such violations or occurrences.

35. **Obstructions:** No person shall obstruct any of the Common Area, Neighborhood Common Area, or otherwise impede the rightful access of any other person on any portion of the Properties upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Areas or Neighborhood Common Areas without the approval of the Board. Nothing shall be altered or constructed or removed from the Common Areas or Neighborhood Common Areas except with the proper written approval of the Board.

36. **Parking and Vehicular Restrictions:**

- a. If a village has its own Governing Documents and a Board of Directors, enforcement of parking and vehicular restrictions may be conducted by its Board of Directors or its Management Company. (See Exhibit A of the Rules and Guidelines for list of sub-associations).
- b. Parking in the Properties shall be restricted to private vehicles, pick-up trucks and only within the driveways and parking areas designated for parking. Curbside parking is permitted when vehicle is parked so as not to impede traffic or block access to trash bins, mail boxes, stop signs and driveways and so as not to damage vegetation. Vehicles may not be parked within (15) feet of fire hydrants and so as not to damage vegetation. No parking on lawns or common areas shall be permitted. Vehicles parked in such a way that blocks or creates a hazard for vehicles in a designated traffic lane are not permitted. (State Code 46.2-888)
- c. Junk, derelict or inoperable vehicles are prohibited.

\*Any vehicle not displaying current registration plates and current city/county and state inspection are prohibited on any portion of the Properties. If during an inspection it is noted your vehicle is not current on its tags or inspection, we will attempt to send out a "reminder" notice and a re-inspection will be done. At this time if not current, your vehicle will be subject to tow without further notice.

\*All repairs of any motor vehicle which shall cause the vehicle to remain inoperable at the end of one day are prohibited upon any portion of the Properties.

- d. Operable and registered vehicles may be covered with a clean, tight fitting cover designed specifically for the vehicles. Vehicles covered with a car cover shall not be parked on the street for more than three (3) months.
- e. Commercial vehicles are **prohibited**, except in garages. "Commercial Vehicles" are vehicles that are not designed and used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be determinative of whether it is a commercial vehicle. Concurrently, lettering or graphics on a vehicle advertising a business is indicative of a commercial vehicle, as is a commercial license plate. The lettering or graphics on a vehicle may be covered

with a magnetic strip the same color as the vehicle to bring it into compliance, provided there are no other features which cause the vehicle to be considered commercial.

- f. Campers, RVs, trailers, jet skis or boats are not to be parked/stored on driveways or streets. These vehicles may be parked overnight to load or unload only (not longer than 24 hours). The HOA office shall be notified when this is to be done, or vehicle may be subject to tow. Campers being parked overnight shall not be used as living quarters. All utility trailers must be removed from properties at the end of a working day. If the Association notices that this 24 hour timeframe is being abused, you may be asked to cease from bringing your vehicle into Kiln Creek.
- g. Non-resident overnight parking is restricted to house guests only. The storing of any vehicle is not permitted.
- h. No items, materials, etc. shall be stored on any vehicle.

The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction or providing pick-up and delivery and other commercial services nor shall any such restrictions apply to any vehicles of the Association. The parking of service vehicles for repairs and/or service within the Properties shall be confined to the period between 7:00 a.m. and 9:00 p.m. except in the case of emergencies.

- i. All motor vehicles, including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking areas. A speed limit of 15mph should be observed within the subdivision streets unless otherwise posted. Those vehicles used by the Association to carry out its day-to-day operations and motorized wheelchairs or other devices to assist the disabled are exempt. All motorized vehicles, including, but not limited to golf carts and motorized scooters, are prohibited on any of the Association's common areas or neighbor common areas to include trails, or unpaved portions. Those vehicles used by Association are exempt.
- j. Subject to applicable laws and ordinances, any vehicle parked in violation of these and other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the owner of the vehicle as follows:
  - (1) If the vehicle is parked in a No Parking Zone or Fire Lane, is double-parked or otherwise blocking throughways, fire hydrant access, or is causing an emergency situation, it will be subject to towing without notice at the sole expense of the owner.
  - (2) If the vehicle is parked in violation of these rules and other restrictions set forth in the Governing Documents but is not causing an emergency situation, and if it remains so parked for 24 hours or more, a notice of violation will be placed on the vehicle and it will be subject to towing without further notice at the sole expense of the owner.

The Association shall not be liable to the owner of the towed vehicle for trespass, damage, or otherwise, nor shall the Association be guilty of any criminal act by reason of the towing. In cases of towing in which notice is required, once such notice is posted, neither its removal nor failure of the owner to notice it or receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be deemed conclusive evidence of proper posting of the notice.

37. **Recreational/Athletic Equipment:**
- a. No permanent recreational/athletic equipment except for basket ball goals (i.e. baseball cages, skateboard ramps, hockey or soccer nets) shall be permitted on any lot.
  - b. When not in use, all recreational equipment must be stored inside a privacy fence, shed, garage or other unobtrusive backyard area where it will not be visible by neighboring properties.
  - c. Portable freestanding athletic equipment which shall include skateboarding ramps may not be set up and used on any neighborhood street.
  - d. Play is prohibited between sundown and 9:00 a.m.
  - e. Recreational/Athletic Equipment-Portable Basketball Goals- See ARB Standards:
  - f. Swing sets and Other Play Equipment: See Architectural Standards
38. **Play Equipment, Strollers, Etc:** All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from streets and neighboring properties when not in use. When not in use, wading pools should be emptied for health and safety purposes. Swing sets and similar playground equipment require ARB approval.
39. **Pools:** See "swimming pools" in the Architectural Standards.
40. **Sale of Lots:** Virginia law requires sellers of residential property to order a disclosure package for their purchasers. Upon an Owner's request, the Association will provide a disclosure packet as required by the Virginia Property Owners Association Act. The Association charges a fee for providing the disclosure packet. Disclosure packages must be paid for in advance before processing can begin. Contact the HOA office for more information.
41. **School Spirit Emblems:** School spirit emblems no larger than 12" x 12" may be painted on a driveway at the termination of the driveway into the street provided temporary paint is used that can be completely removed when the emblem is no longer meaningful, or when the resident moves out. The driveway must be designated exclusively for the use of a single residence. Emblems may not be installed on common areas, neighborhood

common areas, or shared driveways. As in all cases, please check your Neighborhood Guidelines and Supplementary Declaration for additional guidance.

42. **Signs:** No Sign of any kind may be displayed to the public view on any Lot except as follows:
- a. One (1) sign of not more than six (6) square feet advertising the property for sale or rent provided the sign is removed no later than 3 days after the sale (closing) of the property to a new owner or occupancy by tenant.
  - b. One (1) sign of not more than six (6) square feet expressing support or opposition to political candidates or other issues which appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election and shall not have a maximum elevation in excess of six (6) feet.
  - c. Security signage is permitted. Sign must be less 1 square foot in size (2 signs per lot).
  - d. Owner's personal vehicles parked on their lot within the Property may display one For Sale sign on a window not to exceed 8½" by 11" in size.
  - e. Freestanding, temporary signs are permitted for individual Neighborhoods to inform residents of neighborhood events or real estate "open house" signs may be displayed at village entrances on *Sundays* (only) and only *from 12 p.m. to 5 p.m.* The sign must be of suitable size not to exceed six (6) square feet (recommended 3' x 2') and must be placed as directed by the Neighborhood Advisory Board. Signs may be displayed seven (7) days in advance of the event and must be taken down within 24 hours after the event.
  - f. Neighborhoods wishing to display signs other than meeting notices (i.e. yard of the month) must obtain prior Board approval.
  - g. A sign advertising yard/garage sale shall not be placed on any property other than that of the residence of the person conducting such sale.
43. **Solicitation/Pamphleteering:** Soliciting and pamphleteering is prohibited within the entire community of Kiln Creek. Under special circumstances, with the written permission of the Board, exception to this rule will be allowed on a case by case basis. Kiln Creek is a non-soliciting community. Please contact local law enforcement and try to provide a detailed accounting of solicitor.
44. **Storage:** The storage of items outside your home is prohibited. This includes but is not limited to boxes, bins ,tools, lawn/gardening supplies, recreational equipment, toys, luggage racks, ladders, vehicle parts/doors/caps ect. Any items not mentioned will addressed on a case by case basis at the discretion of the board.

45. **Temporary Structures:** No structure of a temporary character, such as tents, shacks, barns, pens, kennels, dog runs, stables, sheds or other portable storage container buildings shall be erected, used or maintained on any Lot or Parcel except as approved by the ARB. See Architectural Standards.
46. **Portable Storage Container:** PODS, Smart boxes and similar devices are prohibited.
47. **Trash:** All garbage and trash stored on the Properties shall be kept in covered containers, and, except for a reasonable amount of time to permit collection on scheduled days of trash collection, shall be kept inside a privacy fence, shed, garage or other concealed or screened area, so as not to be visible to neighboring property. Accumulation or storage of litter, refuse, bulk materials, building materials, garbage or trash of any other kind shall not be permitted on any Lot. No incinerator shall be kept or maintained upon the Properties. The burning of trash, leaves or other debris is strictly prohibited within the Villages of Kiln Creek.

Trash and recycling containers shall be placed curbside no earlier than 5:00 PM the day before scheduled pickup and should be removed from the curb in a timely manner following trash pickup. In no case shall a container remain curbside later than 9:00 PM on the day of pickup. Residents who continuously violate this rule will be subject to Formal Hearing with the Board of Directors.

Bulk waste, which includes bagged grass clippings and collapsed moving boxes, shall be placed curbside no earlier than 5 PM the day before scheduled pickup.

\*All trash bags placed on curb must be in clear plastic. Black trash bags are prohibited.

48. **Underground Utilities:** No water, sewer, gas, or drainage pipe, television cable, electrical wire, or other similar transmission or utility line shall be installed or maintained upon any Lot or Parcel above the surface of the ground.
49. **Window Treatments:** Drapes or other window treatments (such as blinds or shutters) must be white, off white or have a white lining or backing. No plastic wrap may be affixed to the exterior of windows. Sheets, blankets, towels or other materials not intended for the use of window coverings are prohibited.

Decorative films or clings shall be applied to the Architectural Review Board prior to installation.

Window tinting: See Architectural Standards

50. **Yard/Garage Sales:** Yard/garage sales are permitted within the Properties provided the following items are observed:
- a. If the resident resides in Newport News, all Newport News regulations must be followed and the proper permit needs to be obtained. York County does not currently require a permit.

- b. No more than four (4) yard/garage sales are permitted at one residence per year. Exhibition of merchandise must be confined to resident's property.
- c. Yard/garage sales may only be conducted between the hours of 7:00 a.m. and dusk.
- d. Yard Sales may not be conducted on Sundays and cannot exceed three consecutive days per quarter.

## SECTION III

### RECREATION AREAS

**RECREATION CENTER and SWIMMING POOL**- Please view the Recreations Center and Pool Rules in our office for a handout, or on our website at [www.kilncreek.org](http://www.kilncreek.org) as these rules are routinely updated.

#### **TENNIS COURTS** -

1. **General.** The Association's tennis and outdoor courts are reserved for the exclusive use of members of the Association in good standing and their guests. Guests must be accompanied by a member during use of these facilities. Bicycles, roller skates/blades, skateboards, etc. are not permitted on these facilities. Failure to comply with the rules outlined herein or posted at the facilities shall be considered sufficient cause for the temporary or long-term loss of privileges. Individuals must have a valid Kiln Creek Recreation Pass in their possession at all times. Keys are available at the office.
2. **Liability.** All persons using the tennis and outdoor courts do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with the use of the tennis or outdoor courts or for any loss or damage to personal property. Persons using the tennis or outdoor courts agree not to hold the Association liable for any actions of any kind whatsoever occurring in the tennis or outdoor court area. Homeowners will be responsible for the actions of their children and their guests
3. **Reservations.** Reservations for use of the tennis courts may be made by utilizing the sign-up sheet located at the entrance to the courts. No reservations may be made more than three (3) days in advance of the date of play. The time that can be reserved is one (1) hour for a singles match and one and one-half (1 ½) hours for a doubles match. Members are encouraged to update the sign-up sheet if their reservation is canceled.
4. **Apparel.** Only appropriate dress will be permitted on the tennis or outdoor courts. Shirts should be worn at all times. Only rubber-soled tennis and basketball type shoes are permitted for wear on these facilities.
5. **Safety Considerations.**
  - a. Glass containers, breakable objects, food or drink are not permitted on the tennis or outdoor courts, with the exception of water and other non-alcoholic beverages contained in plastic containers.
  - b. No intoxicants or intoxicated persons will be allowed on the tennis or outdoor courts at any time.

- c. All refuse must be placed in containers provided for this purpose. Members are urged to assist in keeping the tennis or outdoor court areas clean.
6. **Profanity.** The use of profanity or other vulgar language and other unsportsmanlike conduct on the tennis or outdoor courts is strictly prohibited. Violation of this provision may result in the suspension of the tennis or outdoor court privileges.

### **PLAYGROUND/PICNIC AREA**

All Kiln Creek playgrounds and the picnic areas will be open from 9:00 a.m. until dusk, seven (7) days a week. These areas are available on a first-come, first-served basis. All grill supplies must be provided by the member. Upon leaving, members must ensure that all fires are out, and that all trash and debris is properly disposed.

## SECTION IV

### RESOLUTION PROCEDURES

Courtesy and cooperation among residents and homeowners are necessary for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unsolved or if you feel uncomfortable talking to your neighbor, please contact the Association to request assistance. The complaint filed with the Association should be in writing and should document the problem as thoroughly as possible. The Association will attempt to resolve the problem informally. Final recourse is available through the Board, which will schedule a panel to hear the complaint.

#### 1. **Procedures for Violations of the Governing Documents**

- a. Noncompliance with the governing documents may be noted by a resident, an Owner, or employee of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Association. Such notice shall specify the time, date, place and nature of the violation. Section 9.3 of the Amended and Restated Declaration gives the Association the authority to enforce the rules and guidelines.
- b. Upon receipt of such notice, the Association shall send a written first notice to the Owner stating the time, date, place and nature of violation. The notice will provide a time period for compliance. If the violation is not corrected within the time period given, such violation may result in imposition of sanctions, fines and/or legal action after notice and a hearing by the Board. A record of this action and a copy of all notices sent by the Board and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.
- c. Every resident or Owner accused of a violation shall receive notice from the Association describing the general nature of the violation. Before any disciplinary action is taken against such resident or Owner, the resident or Owner who is the subject of the violation shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner (pursuant to VA Code) and, if applicable to the resident, at the address(es) of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Rules has occurred, the Board shall have the power to assess charges against any Owner for any violation for which the Owner or the Owner's family members, tenants, guests, or other invitees are responsible. Pursuant to VA Code, the amount of any fines assessed by the Board shall be up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

- d. If the Board finds that the same violation is recurring within a six (6) month time period but is not present on a continuous basis, the violation(s) will be treated as multiple single offenses and a fine of up to \$50.00 per occurrence will be levied for each day the violation is noted on the property during a specified period of time (e.g. six months) and shall be treated as a special assessment against the owners Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

**Exhibit-A  
Sub-Associations**

Cascades	Community Group	873-1800
Eagle Sound	Harrison & Lear	825-9100
Fairways	Harrison & Lear	825-9100
Gleneagles	Harrison & Lear	825-9100
Images	Chesapeake Bay Management	534-7751
Ivystone	Chesapeake Bay Management	534-7751
Master	Harrison & Lear	825-9100
Pinehurst	Prudential Towne Realty	838-9780
Players Choice	Harrison & Lear	825-9100
Sanctuary	United Property	873-1185
Shoreline	Harrison & Lear	825-9100
Westgate	A.C. Murray & Associates	873-0111
Willow Point I	Harrison & Lear	825-9100
Willow Point II	Harrison & Lear	825-9100
Windbrook	Chesapeake Bay Management	534-7751