
ARTICLE IX
USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards as are provided in these Bylaws, the Declaration, the Articles of Incorporation and any rules and regulations promulgated.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein and including architectural restrictions pursuant to Article V of the Declaration, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, tenants, guests, invitees and licensees, if any, until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of the Members representing at least two-thirds (2/3) of the total Class "A" votes in the Association.

Section 1. Signs. A single "for sale" or "for lease" sign shall be permitted on any Lot being offered for sale or for lease, provided it does not exceed two (2) feet by three (3) feet in size. No other signs of any kind shall be erected within the Properties or on the Common Area, including any Lot if visible from outside the Lot, without the written consent of the Board of Directors, except signs installed by the Association.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles owned, leased or operated by an Owner or an occupant or his or her tenant, guest, family member or other invitee shall be parked only in the driveway serving the Lot, or in such other paved areas as have been designated by the Board of Directors for parking vehicles. A maximum of two (2) vehicles may be parked in each driveway and one (1) vehicle per Lot may be parked in the cul de sac spaces at one time. No vehicles shall be parked across or straddling sidewalks or curbs at any time. There shall be no additional paving to increase the size of any driveway without prior approval by the Board of Directors. At no time shall there be any parallel parking on the private roads within the Properties.

(b) Prohibited Vehicles. Commercial vehicles which are prohibited by the laws of the Town of Leesburg from parking in residential neighborhoods, tractors, mobile homes, and trailers (either with or without wheels) shall be prohibited on the Properties. Recreational vehicles, campers, camper trailers, boats, other watercraft, and boat trailers shall not be stored or parked on the streets and driveways of the Properties. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Properties.

Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is mounted on blocks or covered and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Rules and Regulations adopted by the Board.

Section 3. Occupants Bound. All provisions of the Declaration, Bylaws, and rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, tenants, guests and invitees

(collectively "occupants") of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and all rules and regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets may be permitted in a Lot. No pets shall be kept, bred or maintained for any commercial purpose. All pets shall be subject to leash and waste collection regulations, as may be maintained by the Town of Leesburg, at any time they are permitted outside a residence on the Lot property or Common Area. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by such Owner or by his or her family, guests, permittees, or invitees. Each Owner keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by members of the Association and their families and guests and to establish penalties for the infraction thereof.

Section 5. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garage or household refuse shall be permitted within the Properties. No speaker, horn, whistle, bell or other devices, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot. The use and discharge of firecrackers and other fireworks which are illegal to possess, discharge or ignite in the Commonwealth of Virginia is prohibited within the Properties.

Section 6. Unsightly or Unkept Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept condition of his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or

frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) consecutive hours.

Section 7. Antennas. Except as otherwise provided by law, including the Federal Telecommunications Act of 1996 and the rules promulgated by the Federal Communications Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot property. To the extent it is reasonable, the preferred location and installation site for permissible satellite dishes or antennas shall be only in the rear of a dwelling or in the rear portion of the Lot property. If such preferred locations preclude the receipt of an acceptable quality signal on any Lot property, then the Owner should use his or her best efforts to install the equipment in the most innocuous location available where an acceptable quality signal can be received. Satellite dishes which are one meter or less in diameter or other antennas should be reasonably screened from view from any other Lot or Common Area and should be painted in a fashion that will not interfere with reception or warranties so that they blend into the background against which they are mounted.

Section 8. Clothesline, Garbage Cans, Etc. No clotheslines shall be erected or installed on the exterior portion of any Lot, and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot. All garbage cans, woodpiles, yard equipment and other similar items on Lots shall be located adjacent to the residence located on the Lot and behind the rear plane of the home. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

Section 9. Subdivision of Lot and Time Sharing. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Any such division, boundary line change, or replanting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

Section 10. Explosives; Firearms; Bows and Arrows. The discharge of high explosives, firearms and bows and arrows within the Properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No in-ground swimming pool shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas approved by the architectural committee shall not be considered an in-ground pool for the purposes of this Section.

Section 12. Tents, Mobile Homes and Temporary Structures. No tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not apply to restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the architectural committee or Board. In addition, party tents or similar temporary structures may be

erected for a limited period of time for special events with prior written approval of the architectural committee or Board.

Section 13. Tree Removal. No trees shall be removed, except diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the architectural committee or Board. In the event of an intentional or unintentional violation of this Section, the violator may be required to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as the committee or Board may determine necessary, in its sole discretion, to mitigate the damage.

Section 14. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 15. Lighting. Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved by the architectural committee or Board. The rights of owners to display lighting as provided for herein shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

Section 16. Exterior Decorations, Exterior Sculpture, and Similar Items. The rights of Owners to display signs, symbols and decorations, including religious and holiday ones, on their Lots of the kinds normally displayed in or outside of homes located in similar residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

Section 17. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the architectural committee or Board. No windmills, wind generators or other apparatus of generating power from the wind shall be erected or installed on any Lot.

Section 18. Playground. No jungle gyms, swing sets or similar playground equipment shall be erected or installed on any Lot without the prior approval of the architectural committee or Board.

Section 19. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may, as determined and approved in the sole discretion of the Board, conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential

character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

Section 20. On-Site Fuel Storage. No on-site storage of gasoline, kerosene or fuel oils shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 21. Leasing of Lots.

(a) **Definition.** "Leasing," for purposes of these Bylaws, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(b) **Leasing Provision.**

(i) **General.** Lots may be rented only in their entirety, no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of not less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the rules and regulations, as amended. The Board may adopt reasonable rules regulating leasing and subleasing.

(ii) **Compliance with Declaration, Bylaws and Rules and Regulations.** Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing.

(iii) **Notification of Owners and Tenants.** The Board of Directors, through its managing agent, if applicable, shall notify Owners and tenants, as applicable, of violations of the

Association's Declaration, Bylaws and rules and regulations, of the imposition of rules violation charges, and of the suspension of the right to use the recreational facilities of the Association by and against the other party.

Section 22. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of these Bylaws; provided, however, that the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

Section 23. Doors and Windows. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed on the doors or windows of any dwelling, either temporary or permanently. All windows of an occupied dwelling on a Lot which are visible from the street or other Lots shall have draperies, curtains, blinds or other permanent interior window treatments, and all portions thereof which are visible from outside the dwelling shall be of colors which are harmonious with those of the exterior of the house. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors. No window air conditioning units shall be permitted (1) unless for temporary purposes and (2) with the approval of the Board of Directors.

Section 24. Speed Limit. The speed limit on Oakview Drive is twenty-five miles per hour (25 MPH) and the speed limit on all cul-de-sacs within the community is fifteen miles per hour (15 MPH). Any motor vehicle operation in a dangerous manner shall be a violation of these Bylaws.

ARTICLE X MAINTENANCE

Section 1. Association Responsibility. The Association shall maintain and keep in good repair (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such cost shall be charged to such Owner) the Common Area, the cost of which shall be charged to all Owners as a Common Expense. There are hereby reserved to the Association blanket easements over the Properties as necessary to enable the Association to fulfill responsibilities under this Section. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own, except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among all Lots, subject to the right of the Association to seek reimbursement from other persons responsible for certain portions of the Common Area or other agreements. In the event the need for maintenance or repair

~~to be provided by the Association pursuant to this Section 1 is caused through the willful or negligent act or omission of an Owner, his family, guests, tenants or invitees, the costs of such maintenance or repair shall be charged to the Owner as an assessment and charge upon the land in addition to the annual and special assessments.~~

Section 2. Owner's Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement, at his or her own expense, of the Lot and the exterior and the interior of his or her residence located on his or her Lot, including but not limited to painting, steps, walkways, landscaping, siding and gutters. Each Owner shall promptly report to the Board or managing agent in writing any defect or need for repairs for which the Association is responsible as set forth in Section 1 hereof. All maintenance required by this section shall be performed in a manner consistent with any written standards established by the Board or the architectural committee and all applicable covenants.

ARTICLE XI **MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Virginia law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Virginia law, the Articles of Incorporation, the Declaration, and these Bylaws, then the order of prevailing documents shall be: Virginia law, the Declaration, the Articles of Incorporation, and the Bylaws.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, or by a Member of the Association in good standing, or by the duly appointed representative of any of the foregoing, for a purpose reasonably related to interest in the Lot, upon five (5) days' written notice at a mutually convenient time and location: the Declaration, Bylaws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. Any books or records kept by or on behalf of the Association may be withheld from inspection to the extent permitted by § 55-510.C. of the Virginia Property Owners' Association Act, § 55-508 *et seq.* of the *Code of Virginia*, 1950, as amended, and §§ 13.1-932 through 13.1-934 of the Virginia Nonstock Corporation Act, § 13.1-801, *et seq.* of the *Code of Virginia*, 1950, as amended.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the actual cost of materials and labor for reproducing copies of documents requested prior to providing the requested copies.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address of record with the Association; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment.

These Bylaws may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-six and two-thirds percent (66 2/3%) of the total votes in the Association.