

RULES AND REGULATIONS  
OF  
TOWNS AT SWIFT CREEK HOMEOWNERS ASSOCIATION, INC.

1. INTRODUCTION.

A. Authority. Section 7.1 (d) of the Declaration of Protective Covenants and Restrictions (the “Declaration”) of Towns at Swift Creek Homeowners Association, Inc. a Virginia non-stock corporation (the “Association”), the unit owners association for all property subject to the Declaration (the “Properties”), provides that the Board of Directors of the Association may adopt reasonable rules and regulations to regulate potential problems relating to the use of the Properties and the well-being of the Members. Accordingly, by resolution dated September 24, 2020, the Board of Directors adopted these rules and regulations to govern the Properties (the “Rules and Regulations”).

B. Governing Documents. The Declaration, the Articles of Incorporation of the Association (the “Articles”), the Bylaws and the Architectural and Landscape Design Guidelines shall be collectively referred to as the Governing Documents. If any provision of these Rules and Regulations conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the Governing Documents shall control.

C. Association Membership. Each person who purchases a Lot in the Properties automatically becomes a member of the Association.

D. Association Manager. The Association Manager is initially Boyd Community Management, LLC. The Association Manager may be changed from time to time by the Board of Directors.

E. Definitions. Defined terms not otherwise defined herein shall have the meaning set forth in the Governing Documents.

2. USE OF LOTS AND COMMON AREAS.

A. Residential Use. Except as otherwise provided herein and/or in the Governing Documents, Lots shall be used exclusively for residential purposes. Except for those activities conducted as part of lawful home occupations (subject to restrictions set forth in the Declaration), no Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. The foregoing shall in no event apply to the Developer.

B. Noise. All persons present on the Properties shall comply with the applicable local noise ordinance.

C. Litter. The deposit of litter or debris on the Common Areas and the Limited Common Areas, is prohibited. All garbage and debris shall be stored in an appropriate container. Each Member shall promptly remove any litter, debris, or garbage located on their Lot other than that which is in such a container.

D. Sale of Unit. Sellers of residential property are required by Virginia law to make certain disclosures to purchasers. The Association will provide a disclosure packet as required by the Property Owners' Association Act upon the request of the Owner/seller and will charge a fee for providing the packet.

E. Seasonal Decorations. Approval for seasonal decorations is not required so long as the decorations meet the following criteria:

- i) Decorations may not be displayed before or beyond thirty (30) days of the holiday celebrated or the midpoint of the seasonal celebration.
- ii) Decorations may not make any sound.

F. Solicitation. Door-to-door solicitation is not permitted in The Towns at Swift Creek subdivision.

G. Trash Removal. Trash containers shall be kept in each Owner's garage, and only removed not earlier than the evening before a scheduled trash pickup and placed back in the garage not later than noon of the day after the pickup day. Owners shall arrange for the pickup of oversized trash items and shall keep such items out of sight until the day of pickup.

H. Play Equipment. No Lot within the Properties shall place play equipment on the front or side of a Lot. Play equipment is permitted only in the rear yard. For corner lots, play equipment must be in the rear yard on the side farthest from the side street. Play equipment shall be repainted or restained as needed to maintain in good condition.

I. POD Containers. No storage POD shall be allowed on a Lot for more than 10 days.

J. Parking and Vehicle Restrictions. Complaints regarding the parking of vehicles should be directed to the Association Manager. The Board of Directors may have an offending vehicle towed at the expense and risk of the owner of the vehicle as follows: (i) if the vehicle is parked in a NO PARKING ZONE or fire lane, a handicapped spot without the requisite license plate or sticker, is double parked or otherwise blocking a driveway or throughway, or causing an emergency situation, it will be subject to being towed without notice, (ii) otherwise, the vehicle may be towed by the Association if it remains in violation of any provision of the Governing Documents or any applicable Rule or Regulation for 24 hours after a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of the towed vehicle for any reason, nor shall it be guilty of a criminal act by reason of the towing. If notice of towing is required and

posted, the removal of the notice or failure of the owner to receive it for any reason shall not be grounds for relief.

K. Pet Guidelines. Each Owner is responsible for the actions of their pets and the pets of other occupants and guests and any such pet causing a nuisance or unreasonable disturbance or noise, and/or any pet which is determined to have a history of aggression toward other animals or people, shall be permanently removed from the Properties upon ten (10) days' written notice from the Board of Directors. Each Owner must certify to the Board of Directors upon request that their pet, or the pet of their family member, guest or invitee, has no history of aggression. Any pet waste on the Properties must be removed immediately and any damage repaired. Pet owners who fail to clean up after their pets will be assessed the cost of cleaning up after their pets in addition to being subject to fines. Pets may not be tied to any fixed object on the Common Areas or the Limited Common Areas. Pets shall not be permitted on the Lot of another Owner without that Owner's permission. Any applicable laws or ordinances regarding animals must be obeyed. The Association reserves the right (i) to require each Owner to provide a DNA sample from their pet, and (ii) to contract with a company to remove and/or DNA test pet waste. In addition to clean up costs and fines addressed above, the cost of identification testing will be charged to the offending Owner.

### 3. DUE PROCESS.

A. Violation of Governing Documents, or the Amended and Restated Declaration (to the extent that the enforcement of the provisions of the Amended and Restated Declaration is assigned by the Swift Creek Townhomes Property Association, Inc. to the Association). Complaints among neighbors are usually best resolved by simply discussing the problem. If a complaint remains unresolved or if an Owner is uncomfortable talking to his neighbor, the Owner should file a written or electronic complaint with the Association Manager. The Association Manager will attempt to resolve the problem informally. If these attempts are unsuccessful, then recourse is available through the Board of Directors which will schedule a meeting to hear the complaint.

#### (i) Informal Procedures.

- (a) Any person may report noncompliance to the Association Manager specifying the time, date, place and nature of the violation.
- (b) The Association Manager will attempt to secure compliance by phone call, personal contact or written notice to the Owner and/or the resident stating the time, date, place and nature of the violation and that continued or repeated noncompliance may result in the imposition of sanctions, fines or legal action after notice and hearings by the Board of Directors. Records and copies of these actions shall be kept in the Association files.

(ii) Formal Procedures.

- (a) A formal complaint may only be filed with the Board of Directors after the informal procedures have been exhausted. The complaint shall identify the provisions of the Governing Documents, or the Amended and Restated Declaration, as and when noted above, which are alleged to have been violated, together with allegations of fact to support the finding of such violation and, to the extent possible, shall specify the times, dates, places and persons involved.
- (b) The Association shall give notice to every resident or Owner accused of a violation that a complaint has been filed with a brief description of the violation and the hearing date. The notice shall be hand delivered or mailed by certified mail, return receipt requested, at the address of record with the Association at least fourteen (14) days prior to the hearing. The accused resident or Owner shall have the opportunity to be heard and represented by counsel before the Board of Directors before any disciplinary action is taken. If the Board of Directors determines that a violation has occurred, the Board may fine the Owner. Fines may be up to \$50.00 for each violation or \$10.00 per day for an ongoing violation, and may in any event be up to the maximum amount permitted at the time of the ongoing violation by the Code of Virginia, as amended. The foregoing remedies are in addition to any remedy which the Association may seek through legal process. The Association shall be entitled to reimbursement of all attorney's fees and costs incurred by the Association in connection with any enforcement activity.
- (c) The Owner shall have the primary obligation to pay fines imposed hereunder, regardless of whether the fines relate to actions of the Owner, his tenants, family members, guests and invitees. Fines imposed pursuant to the Rules and Regulations shall become an assessment against the Lot, enforceable as provided in Section 55.1-1819 of the Property Owner's Association Act.

B. Interpretive Rulings. Any Owner, or officer or director of Association Manager, may petition the Board of Directors in writing for an interpretive ruling to clarify the intent of provisions of the Governing Documents, or the Amended and Restated Declaration, as and when noted above, or the consistency of such provisions with other provisions of the Property Owner's Association Act or the Governing Documents or Amended and Restated Declaration. The Board of Directors shall issue a decision within 45 days of the receipt of the petition and shall be posted on the Association website.

C. Further Actions. An Owner or the Association may resort to a court of law for relief with respect to an alleged violation of any of the Governing Documents or the Amended and Restated Declaration at any time.