

ARCHITECTURAL CONTROL RULES and REGULATIONS

Amended and Adopted July 21, 2001
Revised February 17, 2011

HOLLEYBROOKE HOMEOWNERS ASSOCIATION, INC.
P O BOX 1088,
SPOTSYLVANIA, VA 22553,
540-786-3815

CONTACT INFORMATION

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Fire Marshall	507-7900 Monday through Friday 582-7115 after hours and weekends.

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SECTION I - PURPOSE

(Amended February 17, 2011)

1. The collective geographical area comprising Holleybrooke Subdivision and Cobblestone Subdivision as defined and delineated within the Master Declaration of Covenants are to adhere to and comply with the intent, rules and standards of this document.
2. The purpose of this document is to address typical architectural changes. An architectural change includes exterior alterations made by homeowners to their dwelling and/or property. These Rules supplement the Declaration of Covenants that govern the Holleybrooke Homeowners Association, Inc.
3. Unless specifically stated in the Standards or the Association Documents, all exterior additions, alterations or improvements or changes in the grade of a lot require the prior written approval of the AC Manager or AC Committee. All additions, alterations or improvements to the exterior appearance of a building or structure on a Lot (other than for normal upkeep and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) shall also require the prior written approval of the AC Manager or AC Committee, in addition, no Person shall paint, affix a sign not permitted by the Rules or Regulations or alter the exterior of any improvement, including doors and windows, without the prior written approval of the AC Manager or AC Committee.
4. All substantial modifications or revisions to plans for additions, alterations or improvements that have been approved by the AC Manager or AC Committee (or the Board of Directors) shall require the prior written approval of said revision or modification by the AC Manager or AC Committee.
5. All construction, architectural appurtenances and site improvements constructed after the adoption date of this document shall comply with all of the provisions included herein. With the exception of structures built onto the Common Area, those architectural appurtenances and site improvements, which were in existence prior to the date of these Standards, have been accepted. For existing improvements such as fences, sheds, decks, etc. pre-dating these Standards, homeowners are encouraged to upgrade the improvements to comply with these Standards.

6. No construction of any residence or improvement can be commenced without the approval of the AC. Construction will not be approved if other AC violations are pending.
7. No lot shall be subdivided or its boundary changed.
8. These Design Standards and Rules are adopted and effective as of July 21, 2001.

SECTION II – INTRODUCTION

(Revised February 17, 2011)

1. The Holleybrooke/Cobblestone Homeowners Association, Inc., *hereafter called the Association*, has adopted the following Architectural Control, *hereafter called the AC*, Guidelines on the effective date shown above in conjunction with the Association Rules and Regulations, and Master Declaration of Covenants.
2. The AC Guidelines will be enforced by the Association’s Board or its designee(s) to the full extent permitted by law in order to maintain and improve this community. Any exceptions to these rules must have an approved variance as outlined in Section XI.
3. All current and future residents of this community benefit from the planning and design that has been and is an important part of the development of Holleybrooke. Therefore, the purposes of design controls are to:
 - i. Promote architectural harmony and soundness of repair;
 - ii. Protect property values and the general welfare of the residents and owners and;
 - iii. Assure residents that the existing standards of design quality will be maintained. This, in turn, enhances the overall environment of the community.

SECTION III – AUTHORITY

(Revised February 17, 2011)

1. The authority for these rules and regulations is contained within the Association Documents, which includes the Articles of Incorporation, the Master Declaration of Convents, *hereafter called the Declaration*, Supplementary Declarations and the Bylaws, which may be amended from time to time.

2. Master Declaration of Covenants pp; 18, Article VII Item 3, Board of Directors states, the Association shall elect a Board of Directors which will manage the business and affairs of the Association in accordance with this Declaration. In addition, the Board of Directors is hereby granted the following powers;
 - i. The power to establish any other committees as it deems appropriate;
 - ii. The power to adopt, publish, and modify rules and regulations governing the use and maintenance of the property and to establish penalties for infractions thereof, and;
 - iii. All other powers necessary to further the general scheme of the Declaration.
3. The Declaration calls for the appointment of an Architectural Manager, *to be referred to hereafter as the AC Manager or Manager*, and if necessitated establishment of a Covenants Committee, *to be referred to hereafter as the Architectural Control Committee (ACC)*.
4. The Architectural Control Committee (ACC) or its designee(s) has the authority, as stated in the Covenants, to review any and all plans to construct any residence or improvements within the Association.
5. It is the responsibility of the individual lot owners to obtain any necessary building permits, variances, and exceptions or other governmental approvals prior to the start of any construction work. Please note that the Association's approval of a request for an architectural change does not relieve the lot owner of the obligation to obtain required government approvals. Similarly an approval by a governmental authority does not relieve the lot owner of his or her obligation to obtain the required approval from the Association.
6. The Association's Board or its designee(s) has the authority to supervise the exterior maintenance of all lots within this subdivision. This is in accordance with the Covenants, By-laws, and County Codes for subdivisions within the county and the Virginia Property Owners Association Act.

SECTION IV – RESPONSIBILITY

1. It shall be the responsibility of the homeowner (whether residing within the home, or acting as the landlord) to fully comply with the AC Guidelines, the Association Rules and Regulations, and the Holleybrooke/Cobblestone Covenants “to prevent the development of any unclean or unsightly condition of buildings or grounds on

the property which would decrease the attractiveness of the neighborhood as a whole or the specific area”. (Article IV para. 5 of the Master Covenants).

SECTION V – PROPERTY MANAGEMENT

(Revised February 17, 2011)

1. The Board of Directors will assign and empower a Manager for the AC and its activities. The AC Manager will be assisted if needed by an AC Committee, appointed by the Board of Directors, in the verification of compliance and enforcement purposes.
2. The AC Manager, and if assigned AC Committee, is empowered to uphold and enforce these Standards. The promotion of thoughtful design within Holleybrooke/Cobblestone will achieve several objectives to include:
 - i. Providing for visual harmony and soundness of repair;
 - ii. Ensuring a high standard of quality in appearance;
 - iii. Contributing to the safety of all lot owners, residents and guests and;
 - iv. Preserving property values

SECTION VI – REQUESTS

A. Application Merit

(Amended February 17, 2011)

1. Each application is reviewed on an individual basis. There are no "automatic" approvals, unless provided for specifically in these Standards. For example, a lot owner who wishes to construct a deck identical to one already approved by the AC Manager / AC Committee is still required to submit an application.

B. Prerequisites To Submission Of Request

(Amended February 17, 2011)

1. Before any improvements, renovations or building commences on a lot, the annual Homeowners Association dues must be paid and any existing AC violations must be corrected.

C. Required Information for Application Submission

(Revised February 17, 2011)

1. All applications/request must be submitted in writing to the AC Manager and must include the following:
 - i. Address and lot number (if known).
 - ii. Material(s) and color. An overview of the project, including the dimension and type of material to be used. Description of the materials and colors to be used and an indication of the existing colors and materials should be provided. Where materials and/or colors are different from those of the existing structure(s), samples of color chips should be submitted for clarity.
 - iii. A Site Plan. A plat of the lot or drawing will be submitted indicating where the lot changes will be located. Additional information may be required for specific projects. A site plan is most easily prepared by submitting a copy of the House Location Surveyor Plat. Proposed changes should be indicated including dimensions.
 - iv. Drawings and photographs. A graphic description should be provided, and may be in the form of manufacturer's literature of photographs as well as freehand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal. Relationships of major architectural features such as existing and proposed roof lines, window sizes and alignment, building heights, roof slopes, exterior elevations for the proposed structure, and if appropriate, plans or provisions for landscaping or grading, etc., should be shown as they affect the applicant's house, and as they relate to adjacent properties. In any case, the sketch, diagram or photograph must be accompanied by a written description.
 - v. A completed application form.
2. Please refer to the particular Standard for additional specific submission requirements.
3. Appendix A contains a blank Application for Architectural Change form. Additional forms can be obtained from the HOA Administrative Assistant during regular business hours, or can be locally reproduced.

D. Criteria To Be Considered In The Review Process

(Revised February 17, 2011)

1. The AC Manager or AC Committee evaluates all requests for architectural change on the individual merits of the application. The characteristics of the house type and the individual site are factors considered when evaluating a particular design proposal. What may be acceptable in one instance may not be in another. For

example, exterior changes to homes on corner lots may be more restrictive than interior lots simply due to increased exposure to neighbors.

2. The following criteria represent the general standards that will be used in reviewing and evaluating the applications and designs.
 - i. **Validity of Concept:** The basic idea must be sound and appropriate to its surroundings.
 - ii. **Design Compatibility:** The proposed modification must be compatible with the architectural characteristics of the applicant's house, the adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
 - iii. **Location and Impact on Neighbors:** The proposed modification should relate favorably to the landscape, the existing structure, and the neighborhood.
 - iv. **Scale:** The size of the proposed modification should relate favorably to adjacent structures and its surroundings.
 - v. **Color:** Architectural change should be matching in color to the existing structure.
 - vi. **Materials:** Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house.
 - vii. **Workmanship:** Workmanship is another standard that is applied to all exterior modifications. The quality of work should be equal to or better than that of the community.
 - viii. **Timing:** Length of time required to complete the project.

E. Application Review Procedures

(Revised February 17, 2011)

1. All requests for change and related submissions must include a completed Application for Architectural Change Form ("Application") to the AC Manager/AC Committee. The Application can be mailed to the AC Manager c/o Holleybrooke Homeowners Association, Inc., P O Box 1088, Spotsylvania, VA 22553, or brought to any regular HOA meeting.
2. The HOA Administrative Assistant will deliver the Applications it receives to the AC Manager/AC Committee.
3. The AC Manager/AC Committee will initially review an Application for

completeness. If the AC Manager/AC Committee determines the Application is not complete, the AC Manager will return the Application to the lot owner in order to complete the Application with instructions about the additional information needed for the Application. If determined the Application is complete, the review process will then begin.

4. The AC Manager/AC Committee has sixty (60) days from the date of acknowledged receipt of a completed Application to review and advise the lot owner of its decision.
5. The decision of the AC Manager/AC Committee will be mailed to the Applicant's address of record.

F. Appeal Of An AC Decision

(Amended February 17, 2011)

1. An appeal of an AC decision may be made to the Holleybrooke HOA Board of Directors. All appeals must be in writing and delivered by the homeowner to the Board of Directors c/o Holleybrooke Homeowners Association, Inc., P O Box 1088, Spotsylvania, VA 22553 no less than seven business days prior to the next scheduled Board Meeting date. The AC Manager will be notified that an AC appeal will be addressed at that Board meeting and shall make arrangements for an AC member to attend. The appeal must include a copy of the original homeowner application package, the written AC response to the application, and a statement from the homeowner that outlines the concern(s) about the AC response.
2. The appeal will be placed on the agenda and will be addressed during the meeting. The Board will hear arguments from both the homeowner and AC Manager or other member(s) and ask questions to clarify any misunderstandings. The Board will discuss the appeal in Executive Session. The Board reserves the right to hold their vote until the next Board meeting. In that event, the homeowner will be advised that prior to the next monthly meeting a board member(s) will make a site visit to observe the condition(s) which prompted the denial and subsequent appeal. The AC Manager or AC Committee member may accompany the Director(s) during the visit.
3. At the next Board Meeting under "Old Business" the HOA President will ask for any further discussion by Board members and then call for a motion to vote on the appeal. The decision of the Board shall be final. Written notice of the decision

will be sent to the lot owner, and AC Manager, a copy filed in the unit file for the lot at the office of the HOA.

SECTION VII – COMPLIANCE REQUIREMENTS

A. Construction Materials

(Revised February 17, 2011)

1. All residences shall be constructed of horizontal or vertical siding, brick or Stone veneer or a combination of such materials.
2. The front foundation of all residences must be encased in brick or Brick Veneer.
3. If the side and rear foundation are constructed of cinder block, they shall be parged ***and painted to match the house***, or encased with brick veneer so that no raw cinder blocks show above the ground elevation.
4. All exterior and other improvements must be completed within nine months after commencement of construction unless the criteria of Article III, paragraph 4 of the Covenants is met.

Reminder: In addition to obtaining authorization by the AC Manager / AC Committee, the construction of an outbuilding requires Spotsylvania County Building and Zoning permits.

B. Home Additions

(Revised February 17, 2011)

1. No structure other than a single family home and a three-car garage is permitted on any lot.
2. Any additions must be constructed a minimum of 30 feet back from the front lot property line and 5 feet from the side and rear property lines.
3. The design and construction material for any addition must conform to the existing structure.
4. The design of the addition must include a 5/12-pitch roof.

5. The front foundation of the addition must be encased in brick (if showing). All other exposed cinder blocks must be parged **and painted to match the house**, or brick veneered so that no raw cinder blocks show above ground level.

Reminder: In addition to obtaining authorization by the AC Manager / AC Committee, Home additions such as garages, decks, porches, etc. require Spotsylvania Building and Zoning permits.

C. Outbuildings – Sheds

(Article III – 7 of the Covenants)

(Revised February 17, 2011)

1. **No** metal buildings are permitted.
2. Only **one** permanent shed is permitted per Lot.
3. Roofing material, color and siding color must correspond to that of the existing residence.
4. All prefabricated plastic (resin) outbuildings must be located in the rear of the house and as close to the house as possible and not visible from the street.
5. Portable - Temporary Storage Units (i.e.: PODS) are permitted for 30 days without a written request. If they are to remain longer than 30 days, an approval from the AC Manager / AC Committee must be obtained.

Reminder: In addition to obtaining authorization by the AC Manager / AC Committee, the construction of an outbuilding requires Spotsylvania County Building and Zoning permits.

D. Fences

(Articles III-6, and IV-4 of the Covenants)

(Revised February 17, 2011)

1. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation greater than four feet above the roadway shall be placed (or permitted to remain) on any corner lot unless it meets the requirements of Article IV, Paragraph 4, of the Covenants.

2. Fences should be constructed preferably of wood or high impact PVC. When these materials are not feasible a standard gauge chain link is permissible. No other fence of a less stable material will be allowed.
3. No fence or wall shall be erected on any lot nearer to the street than the front corner of the existing residence.
4. No fence will be constructed in a manner that will block the flow of drainage ditches, or cause debris to block the flow of storm water. The unfinished side of fence shall face interior of lot on which fence is erected.

Reminder: Corner lots are governed by applicable State of Virginia Codes and Regulations and the construction of a fence in addition to obtaining authorization by the AC Manager / AC Committee may require Spotsylvania County Building and Zoning permits.

E. Decks And Hot Tubs

(Revised February 17, 2011)

1. Requests for hot tubs must include privacy plans and security. Decks must include the type of material to be used, the size, and the location. Size of the deck must be relevant and proportional to size of lot. Approval from the AC Manager / AC Committee must be granted prior to building.
2. All decks and hot tubs must be in the rear of the house.

Reminder: In addition to obtaining authorization by the AC Manager / AC Committee the construction of a deck or hot tub requires a Spotsylvania County Building and Zoning permit.

F. Swimming Pools

(Article III-11 of the Covenants):

(Revised February 17, 2011)

1. **All above ground and portable pools* are strictly prohibited.**
2. Requirements for the construction of in-ground pools must include plans for privacy, safety and health needs.

3. Approved Life Saving Equipment must be clearly identified and located near the pool at all times.

***Children's wading pools less than 18" deep are permitted.**

Reminder: The AC Manager / AC Committee and Spotsylvania County Building and Zoning office must approve in-ground pools.

G. Satellite Dishes

(Article III-9 of the Covenants)

(Revised February 17, 2011)

1. The Telecommunications Act, dated October 1996, allows television viewers the greatest possible access to programming and fosters competition among providers. The Act states that local governments and homeowner associations cannot ban Antennas and dishes. However, they must comply with architectural and design rules.
2. Satellite dishes will be placed in such a location that it blends in with the landscape and buildings. Satellite dishes may be no larger than 39 inches in diameter in accordance with the Telecommunications Act.
3. Cables used to hook up antennas or dishes will be located so that they blend into the building or buried in the ground. Cables dangling from rooftops, windows or looped across shrubbery or lawns will be considered a violation of the Covenants.
4. Dishes which have been vandalized or are in need of repair must be repaired. If repairs are not an option, the dish MUST be replaced or removed.

H. Landscaping

General:

(Amended February 17, 2011)

1. No tree, hedge or other landscape feature shall be planted or maintained in a location that obstructs sight-lines for vehicular traffic on public streets.
2. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot:

- i. If such materials may damage or interfere with any easement for the installation or maintenance of utilities;
 - ii. In violation of the requirements of such easements;
 - iii. Non conformity with public utility standards; or
 - iv. If such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels.
3. Except for hoses, temporary lines and the like which are reasonably necessary in connection with construction activities, no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground except for those located in easements existing prior to the recordation of the Declaration or as approved by the Board of Directors thereafter.

Common Areas:

(Amended February 17, 2011)

1. No vegetation or trees - live or otherwise - may be removed from common areas without prior written approval of either the AC Manager/AC Committee or the Board of Directors.
2. No plantings or alterations of any type may be made in or to common areas without prior written approval of the Board of Directors.
3. If any Homeowner plants, removes or alters in any way to or in common areas without prior approval of the Board of Directors, the Association will take all necessary and reasonable steps to return the common area(s) to its original state and bill said Homeowner for all costs associated with such endeavors.
4. Furthermore, no Owner shall make any private, exclusive or proprietary use of any of the Common Area (except those areas, if any, designated as Limited Common Area or Reserved Common Area) without the prior written approval of the Board of Directors, and then only on a temporary basis.

Trees:

(Revised January 1, 2003)

1. No healthy trees larger than 8 inches in diameter should be removed from the tree zone on any lot if it affects the erosion control requirements of the Chesapeake Bay Act. A tree zone is defined as the area that was left undisturbed to help control soil erosion when the home was constructed.

Gardens:

(Amended February 17, 2011)

1. All vegetable gardens must be located in the back yard.

SECTION VIII – MAINTENANCE

A. Home

(Article IV – of the Covenants).

(Revised February 17, 2011)

1. Gutters and downspouts will be maintained in serviceable condition.
2. Loose or damaged roofing material, and siding must be repaired or replaced with material and color that corresponds to the existing structure unless all of the material is replaced with new material.
3. All structures will be maintained to prevent any unclean or unsightly conditions such as mold or mildew, partially painted walls and trim needing paint.
4. Concrete, concrete block and brick foundations, sidewalks, steps and porches will be maintained in serviceable condition. Cracks and crumbling material will be patched, replaced or caulked. Brick, concrete, caulk and or parge will need to be the same color and texture as the rest of the material being repaired.
5. Wood siding, outbuildings, doors and trim will be painted on a regular basis to enhance the property - color scheme to be conducive to neighborhood.
6. Mailboxes and posts, paper boxes must be kept in good repair.
7. Broken or damaged windows and screens must be repaired or replaced.
8. Exterior lighting must be in good condition and properly mounted.

B. Yard

(Article IV – 3, III -4):

(Revised February 17, 2011)

1. In order to maintain the residential character and appearance of the community, all yards will be kept free of trash, debris and rubbish. If storage is not available, all lawn mowing equipment, wheelbarrows, grills, tires, etc. will be maintained in a neat manner. These items will not be stored in the front yard. In order to maintain an attractive neighborhood, it is recommended they be stored at the rear of the house out of sight of the street.
2. Conservation practices such as grass will be planted and cared for to maintain the proper contour of the land and to prevent erosion as required by Article III-4 of the Covenants and the Chesapeake Bay Act.
3. Lawns and adjoining drainage ditches shall be kept mowed to a height not to exceed six (6) inches.
4. Establish and maintain lawns to include seeding, weeding and mowing in order to maintain good grass cover and appearance year round.
5. Remove leaves and yard debris from property as needed.
6. Control weed and grass growth in flower and tree beds.
7. Remove dead and decaying plants and trees as soon as possible.
8. Prune / trim shrubs and trees year round.
9. Keep yard neat and orderly. Toys and other items stored nightly.
10. Keep pressure treated wood and stained surfaces free of mold or stains.
11. Drainage ditches will be kept free of leaves, trees, brush, litter and debris to reduce flooding conditions.
12. County Ordinance prohibits the burning of leaves and other debris anyplace within the development. To report violations, please call the Fire Marshall at 507-7900 Monday through Friday or 582-7115 after hours and weekends.

C. Trees

(Article IV- 5 of the Covenants)

1. Trees that are diseased, damaged or dead and threaten the health and safety of the residents, homes, outbuildings, fences, or utilities shall be removed from the lot.

D. Driveways

(Article III-8 of the Covenants)

1. Gravel driveways located on any lot must be properly drained and covered with a commercial aggregate base or a more resistant surfacing material.
2. All holes and ruts must be filled and the driveway must be kept free of weeds and grass.
3. Aggregate from driveways must be kept off public streets.
4. Asphalt or concrete driveways will be maintained in serviceable condition. Cracks and crumbling material will be patched, replaced or caulked.

E. Motor Vehicles

(Article IV -5 of the Covenants)

(Revised February 17, 2011)

1. The outside storage of an inoperable or inoperative vehicle in excess of 10 days on a lot within this Subdivision is prohibited.
2. An inoperable or inoperative vehicle shall mean any vehicle that is not in an operating condition or on which there is no valid license plate, and or valid inspection sticker. All vehicles, including Antique, must be in an operable or operative condition or be parked in a fully enclosed permanent structure.
3. No vehicle shall be parked on any exterior area of a residential lot other than the primary driveway.
4. Overnight parking of commercial vehicles with more than 2 axles is not permitted.
5. Spotsylvania County Zoning Code Sec. 23 -166 (b) states, No tractor-trailer trucks shall be permitted to park overnight in an approved residential rated Subdivision or District of which Holleybrooke is both.

Attention: Any homeowner wishing to report a tractor-trailer truck parked within our subdivision, should call the Spotsylvania County Zoning office (507-7222) to report the violation.

F. Recreation Vehicles, Boats, etc
(Article IV-5 of the Covenants)

1. No recreational vehicles, motor boats, canoes, rowboats, jet skis, other water craft or other types of sport vehicles, including the trailer or other devices used to transport said vehicles *hereafter called sport vehicles* will not be stored overnight on any Lot except under the following conditions:
 - i. Sport vehicles must be parked in the homeowners existing driveway, or other wise stored so said vehicles are not visible from the street.
 - ii. Sport vehicles must be kept free of trash, leaves and debris at all times.
 - iii. Grass around and under vehicles parked in the rear of the house will be kept mowed at all times. See Yard Maintenance.
 - iv. Vehicles shall not be stored in such a manner that creates a health or safety hazard; unclean or unsightly conditions, or; otherwise stored or maintained in such a manner as to decrease the attractiveness of the community.

G. Flag Poles
(Article IV-5 of the Covenants)

1. No more than 3 poles will be permitted on any lot.
2. Poles must be no more than 2 inches in diameter.
3. Poles must not exceed 20 feet in height.

H. Signs
(Article IV-2 of the Covenants)

1. No signs will be displayed publicly except for the following:
 - i. “For Sale” signs by owner and realtors.
 - ii. Political signs no larger than 2 square feet are permitted in yards but cannot be placed more than two (2) weeks prior to a primary or election, and must be removed the day after the primary or election.

- iii. Yard or garage sale signs to include Realtor open house signs must be mounted on a stake, and cannot be displayed earlier than two (2) days before the sale or open house. All signs must be removed the following day.
2. If a sign is not placed or removed in accordance with the time frames noted above, the signs will be removed by the AC Manager/ AC Committee at a cost of \$5.00 per sign. The homeowner will be responsible for the total assessed fee.

Reminder: *It's THE LAW. No signs will be posted on any VDOT street signs or stop signs.*

I. Basketball Poles

(Article IV – 5 of the Covenants)

1. Placing of permanent basketball poles must be a minimum of 20 feet from any property line, including the street.
2. Portable basketball poles or other sports equipment will be moved from the edge of the road when not in use. Said equipment will not be placed in a location that will interfere with the flow of traffic on any street.
3. VDOT does not permit painting lines on any street (VDOT property).

J. Holiday Decorations

(Revised February 17, 2011)

1. All exterior Christmas/Holiday lighting must be removed within 30 days of holiday. (Christmas lights must be down by February 1.)

SECTION IX - RUBBISH DISPOSAL

(Article IV – 3 of the Covenants)

1. All garbage, trash, brush, and other refuse including products sorted for recycling will be kept in sanitary containers and kept from view when possible until properly disposed of by private trash collection agencies or by taking the items to a County Convenience Center (Dump).
2. Food items placed in compost piles will be buried immediately to prevent an infestation of rodents, snakes, insects and disease.

SECTION X - PROHIBITED ACTIVITIES AND COUNTY ANIMAL ORDINANCES

(Revised February 17, 2011)

1. Animals. No livestock or poultry of any kind shall be raised, bred, or kept on any Lot. No animals shall be kept, bred or maintained for commercial purposes. (Article IV – 1 of the Covenants).
2. Holleybrooke Subdivision residents will familiarize themselves with, recognize and be in compliance with Spotsylvania County Animal Ordinances and regulations. Spotsylvania County Animal Control number is 507-7450.

SECTION XI - ENFORCEMENT AND REMEDIES

(Revised January 1, 2003)

1. Whenever any violation or breach of Covenants or restrictions as stated occur, or be maintained upon any lot, or in the event of a violation of other provisions or requirements of this Declaration is brought to the attention of the AC Manager / AC Committee, an official notice will be mailed allowing 15 days to correct the violation. If the violation is not corrected within the time frames listed above, a second written notice will be sent concerning the violation. An additional 10 days will be allowed to correct the infraction or to inform the AC Manager / AC Committee in writing why the problem continues to exist. All communications regarding the violation, either by the homeowner or the AC Manager / AC Committee must be in writing for the protection of the homeowner and the Board of Directors.
2. If the violation continues to exist without due cause, the Board of Directors will initiate legal action. Before any changes may be assessed, the Homeowner shall be giving the opportunity to be heard and to be represented by counsel before the Board of Directors or other tribunal specified in the document. Notice of a Hearing shall be mailed to the Homeowner at the address of record at least fourteen (14) days prior to the hearing. All Homeowner privileges will be suspended 5 days after being notified of the legal action and will continue until the lien and/or fine is satisfied.
3. Failure to notify the Board or appear at a Hearing does not excuse the Homeowner from any liability. Failure to comply may result in a fine of \$10.00 per day not to exceed 90 days (\$900.00) plus any legal fees until the violation is

corrected. The homeowner and the Attorney will be notified within 7 days either in person or in writing of the action taken by the Board of Directors.

4. The failure of the Holleybrooke Homeowners Association to enforce any of the Covenants is not a justifiable reason for the continuation of any violation of the Covenants. This applies whether or not the ACC was in existence at the time the violation occurred. The Covenants shall remain in effect at all times, and may be enforced at any time at the discretion of the ACC and the Holleybrooke Homeowners Association Board of Directors.
5. In the event of a violation or breach of any condition and/ or restriction as set forth in the Covenants, the Holleybrooke Homeowners Association, or any member in good standing, shall have the right to proceed at law or in equity to compel compliance with the terms of the Covenants to prevent or correct any such violation or breach.

SECTION XII - VARIANCES

1. The Board of Directors or its designee may make exceptions to, and grant variances from the restrictions as set forth in the Covenants. These exceptions are made in order to conform to Federal, State and County laws, rules and regulations. However, members must make a request in writing for variances of any construction or improvement project.
2. All requests for variances will be carefully reviewed and may be granted when it is determined the request is in the best interest of the Homeowner and the community.
3. Written permission from neighboring homeowners may be required prior to approval of any variances.

APPENDIX A: APPLICATION FOR ARCHITECTURAL CHANGE

To: Holleybrooke Homeowners Association, Inc.
P O Box 1088,
Spotsylvania, VA 22553,

From:

Home Phone:

Work Phone:

Address:

Cell Phone:

Email:

Lot Number:

DIRECTIONS: (Please print or type) Please attach any and all documents needed to describe in detail all proposed improvements, alterations or changes to your lot or home. Attach required details by providing sketches, drawings, pictures, catalog illustrations (must be to scale) and any other data as specified in SECTION VI of the AC Guidelines to assist the AC Manager / AC Committee or Board of Directors in their approval process. Show location of all existing and proposed improvements on your lot on a copy of the site plan or survey. It may take sixty-days to process your submittal once the AC Manager / AC Committee or Board of Directors has received a complete package. Incomplete packages will be returned, which would result in a reset of the sixty-day review.

OWNER'S ACKNOWLEDGEMENTS:

I/WE UNDERSTAND ...

- a) That nothing herein contained shall be construed to represent that alteration to land or buildings in accordance with these plans shall be authorization to violate, disregard, circumvent, or non-compliance of any the provisions of building and zoning codes of the county to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restriction.
- b) That no work on this request shall commence until written approval has been received.
- c) That any construction or exterior alteration undertaken by me/us or in my/our behalf before approval of this application is not allowed; that, if alterations are made, I/we may be required to return the property to its former condition at my/our own expense if this application is disapproved wholly or in part; and, that I/we may be required to pay all legal expenses incurred.
- d) That any approval is contingent upon construction or alteration being completed in a workmanlike manner.
- e) That the AC Manager /AC Committee or Board of Directors are permitted to make an inspection.
- f) That there are architectural requirements covered by the Covenants and a review board process as established by the Board of Directors.
- g) That the project shall be completed within 30 days of commencement of the project (unless otherwise noted on the application).
- h) That the alteration granted by this application will be revoked automatically if the alterations requested have not commenced within 180 days of the approved date of this application and/or been completed by any date specified on the application and agreed upon by the AC Manager / AC Committee.
- i) That all proposed improvements must meet county codes. My/Our signature indicates that these standards are met to the best of my/our knowledge. I/We understand that application for all required building permits is my/our responsibility.
- j) That any variation from the original application must be resubmitted for approval.

OWNER/APPLICANT SIGNATURE:

_____ Date: ____/____/____

_____ Date: ____/____/____