

Original – April 28, 1995
Amended – February 2, 1998
Amended – August 31, 2009
Amended – September 7, 2011
Amended – March 5, 2016
Amended – January 6, 2018
Amended – January 7, 2020
Amended – June 9, 2020
Amended – October 5, 2020

RULES and REGULATIONS of THE HAMLETS

Statement of Intent:

“The Board of Directors, in setting forth these rules and regulations in accordance with Article VI, Section 18 of the Declaration of Covenants, Conditions and Restrictions and Article VIII, Section 1(a) of By-Laws of THE HAMLETS, does so in a good faith effort to maintain the Common Areas and our Development in good repair and neat appearance. The Board believes that it is imperative that the Common Areas and our Community as a whole be well maintained in order to guarantee both our future and our respective investments in the community.”

I. ASSESSMENTS

A. Assessments

Whereas, Article IV, Section 2 of the Articles of Incorporation and Article 5 of the Declaration of Covenants, Conditions and Restrictions provides that the Board of Directors may establish due dates for the payment of the annual assessment, and

Whereas, in the judgment of the Board of Directors it is in the financial best interest of the Association to receive the annual assessment in four (4) quarterly equal installments, it is therefore resolved that:

1. Assessments shall be paid in four quarterly installments due on the first (1st) day of each of the following months: January, April, July, and October. Lot owners will be issued a yearly coupon book or like document with installment coupons and payment instructions.
2. In the event that any quarterly installment is more than thirty (30) days in arrears, the Board of Directors may accelerate the remaining installments of the annual assessment and declare them immediately due and payable.

3. In the event a member of The Hamlet's Board of Directors (BOD) and/or Architectural Review Board (ARB) is more than thirty (30) days in arrears payment will be requested. If not paid within fifteen (15) additional days the

remaining Board member(s) can vote to suspend and/or remove the member that is delinquent from the BOD and/or ARB. Note, the ARB is an appointed position and members can be removed by the Board at any time regardless of reason.

B. Late Payments

Whereas, Article 5, Section 9 of the Declaration of Covenants, Conditions and Restrictions provide that the Association, in its discretion, may impose a fee as previously established by rule, and

Whereas, the Board of Directors met on or about December 12, 1994 and duly established, by rule, a late fee, and

Whereas, in order to ensure prompt payment of assessments, the Board of Directors wishes to establish a late fee policy. Now therefore be it resolved that the following late fee policy be and hereby is adopted by the Association.

Quarterly installments are due on the first (1st) day of January, April, July and October of each year. Annual or multiple quarterly installments may be paid in full in advance. Payments postmarked after the thirtieth (60th) day of every month an installment is due will be assessed a late fee in an amount to be established by the Board of Directors. In the event that a quarterly installment is in arrears for thirty (60) days, the Board of Directors may take such further action as authorized by rule or as otherwise authorized and provided in Article 5, Sections 1 and 9 of the Declaration of Covenants, Conditions and Restrictions which may include, but is not limited to, the imposition of interest from the date of delinquency at the rate of six per cent (6%) per annum, the termination of trash collection, referral to an attorney for collection of any past due installment, placement of a judgment, and/or lien on the property. Any and all costs associated with said action(s) will be the sole responsibility of the Lot owner in accordance with the provisions contained in the Declaration of Covenants, Conditions and Restrictions, Article 5, Sections 1 & 9.

C. Special Assessment

Whereas, Article 5, Section 5 of the Declaration of Covenants, Conditions and Restrictions provide that the Association, in its discretion, may impose a special assessment fee as previously established by rule, and

Whereas, the Board of Directors met on or about August 31, 2009 and duly established, by rule, a one-time buyers Capital Fee and policy, and

Whereas, this "Capital Fee" will be assessed at settlement to the buyer(s) of a Lot within THE HAMLETS. Now therefore be it resolved that the following buyer Capital Fee policy has been approved and hereby is adopted by the Association.

The Capital Fee amount will be determined by the Board of Directors and will be due at settlement. The fee is disclosed with the issuance of the Property Owner Association (POA) packet and assessed to the Lot's buyer. Any and all costs associated with said action(s) will be the sole responsibility of the Lot's purchaser in accordance with the provisions contained in the Declaration of Covenants, Conditions and Restrictions, Article 5, Sections 1 and 9.

D. Notification

The Board of Directors may notify owners of Lots through the U.S. mail with either a reminder, late fee pending/assessed and/or additional letters documenting additional interest, collection and/or attorney actions/fees. In addition, certified letters and/or more formal letters can be issued from a third party such as a collection agency/attorney. Confirmed receipt is not a requirement of the acceptance of liability by the owner. Each owner of a Lot in THE HAMLETS is responsible to remain in good standing (paid up to date) pertaining to assessments and/or Association Fees.

II. TRANSFER/RENTAL OF PROPERTY

A. When a Lot owner(s) sells or leases their property, it is the responsibility of the seller to request in writing THE HAMLETS Property Owners Association (POA) disclosure resale packet. The Association charges a fee for each preparation and distribution of a disclosure packet in an amount to be determined by the Board of Directors, but not to exceed the amount established by law. The Association shall have fourteen (14) days to prepare and distribute the disclosure packet to the owner(s) after receipt of a written request. The appropriate fee can be disbursed to the Association during the request or at settlement.

B. Per State Law a buyer/leasee is entitled to receive a current Property Owners Association (POA) disclosure packet issued at the time of the transaction from the Association, and thus an older dated copy is invalid.

C. It is the responsibility of the buyer(s) of any lot/property in THE HAMLETS to notify the Homeowners Association of any requests or alternate mailing addresses in writing within fourteen (14) days after property has been acquired in THE HAMLETS.

D. It is the responsibility of the Lot owner(s) to notify the Association, in writing within fourteen (14) days after property has been leased. In accordance with Article 4, Section 2 of the Declaration of Covenants, Conditions and Restrictions, the owner(s) is responsible for informing its tenants of the governing documents including, but not limited to, the RULES and REGULATIONS of THE HAMLETS. Further, any lease or rental agreement shall contain specific conditions which require the lessee/renter to abide by all Association Covenants and Rules and Regulations. The owner(s) is responsible for all of the acts and omissions of its tenants, guests and invitees.

III. RULES AND REGULATIONS GOVERNING PARKING

Whereas, Article VIII, Section 1 - Powers and Duties of the Board of Directors, paragraph (a) provides that the Board of Directors may "...adopt and publish rules and regulations

governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon...,” and

Whereas, Article IX, Section 1(e) of the Declaration of Covenants, Conditions and Restrictions provides that the Board of Directors may “...do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order...,” and,

Whereas, in order to assure a safe and attractive residential development, the Board of Directors wishes to establish a parking policy. Now therefore be it resolved that the following parking policy be and hereby is adopted by the Association:

A. Restrictions Governing Parking at or near Common Areas

(1). In accordance with Article VI, Section 13 of the Declaration of Covenants, Conditions, and Restrictions “No junk vehicles, inoperable vehicles, unlicensed or uninspected vehicles, recreation vehicles, house trailers, or commercial industrial vehicles, such as but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, busses, boats, boating equipment, travel trailers or camping equipment shall be regularly or habitually parked...” within the boundaries of the Common Areas. “Common Areas”, as defined in Article 1, Section 10 of the Declaration of Covenants, Conditions and Restrictions, shall mean and refer to that certain real property described as Parcels “A” and “B”, THE HAMLETS, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association. Commercial vehicles are hereby defined as those with commercial markings, visible motorized or construction equipment, and/or commercial license plates.

(2). No licensed vehicles shall be parked regularly or habitually along the boundaries of the Common Areas or areas adjacent to the Common Areas.

(3). No portion of the Common Areas or areas adjacent to the Common Areas shall be used for the maintenance and/or repair of automobiles.

(4). No vehicle(s) shall be parked in such a manner as to impede or prevent the ingress or egress of any part of the Common Areas, known as Parcel A and Parcel B.

(5). No unlicensed motor vehicle(s) with expired tags, including motorbikes, go-karts, mopeds, etc., shall either be operated or stored at any part of the common areas.

(6). Commercial vehicles are permitted on Common Areas only for authorized service calls.

(7). These aforementioned parking restrictions also apply to all Lot owner(s) visiting tenants and/or guests vehicles.

B. Restrictions Governing Parking on or adjacent to Property (Lots 1-47)

(1). In accordance with Article VI, Section 13 of the Declaration of Covenants, Conditions and Restrictions “No junk vehicles, inoperable vehicles, unlicensed or uninspected vehicles, recreational vehicles, house trailers, or commercial industrial vehicles, such as but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, busses, boats, boating

equipment, travel trailers or camping equipment shall be regularly or habitually parked with the Property except upon the written approval of the Architectural Review Board and subject to such conditions as the Architectural Review Board may impose.” “Property”, as defined in Article 1, Section 10 of the Declaration of Covenants, Conditions and Restrictions, “shall mean and refer to that certain real property described as Lots 1 through 47, inclusive....and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.”

(2). No portion of any Lot shall be used for the maintenance and/or repair of any vehicle(s) except for normal maintenance requirements/repairs (i.e., oil change, tune-up, etc.) of each respective Lot owner(s) personal vehicles(s).

(3). No commercial truck, commercial bus or other commercial vehicle(s) of any kind shall be permitted to be kept or parked either adjacent or overnight upon any portion of the Lot.

(4). No vehicle(s) shall be parked in such a manner as to impede or prevent the ingress or egress of any part of adjoining Lot.

(5). No vehicle(s) shall be parked adjacent to any Lot of which is not the same as the owner of the vehicle(s) on an ongoing basis for more than five (5) days.

C. Complaints and Enforcement

(1). Complaints must be filed in writing and submitted to the Board of Directors. The complaint must include a description of the issue, Lot numbers, addresses, vehicle description and license plate number, and the name and signature of the complainant. In addition, all written complaints should, whenever possible, state the address and name of a competent witness. In addition, the Association’s Board of Directors can also proceed as determined by their observations and resulting vote on an issue that is apparent and visible.

(2). Enforcement After five (5) days of receiving the complaint or the Board voting on the issue of any vehicle parked in violation of these Rules and Regulations THE HAMLETS. The Board of Directors or its authorized representative may, as appropriate, post or send notices of violations pertaining to parking rules and regulations and authorize any such vehicle removed.

(i). Owners of vehicles in violation of these Rules and Regulations THE HAMLETS will be issued written notice of violation(s). This notice may be placed on the vehicle and/or mailed to the owner’s Lot if known.

(ii). If, after five (5) days from the date of written notice, (additional notices may) to be sent via regular and/or certified mail return receipt requested, but whether such mailing/notice be “claimed” or “unclaimed”, the vehicle is still in violation, and can be removed at request of the Board of Directors at the vehicle owner’s sole risk and expense.

(iii). In cases where a vehicle is towed or otherwise removed from the premises, the Association and Board of Directors shall not be liable for any damage or fees resulting from the removal of a vehicle if the owner refuses to correct the violation. The owner(s) of the vehicle(s) is liable for recovery and all expenses.

IV. ARCHITECTURAL GUIDELINES AND REGULATIONS

Whereas, Article VI, Sections 1 through 18 of the Declaration of Covenants, Conditions and Restrictions, entitled Restrictive Covenants, establishes specific restrictions to the use of each Lot and Article VII -- Architectural Review Board, Section 5 -- Duties, provides that “[t]he Architectural Review Board shall regulate the external design, appearance and location of the Property and improvements thereon in such a manner so as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography”, and,

Whereas, in order to preserve and enhance the value of the Properties and to maintain attractive Common Areas, the Board of Directors wishes to confirm architectural standards and policies to be utilized by the Architectural Review Board. Now therefore be it resolved that the following architectural standards and policies be confirmed and adopted by the Board of Directors:¹

(1) Architectural Guidelines and Regulations; Restrictive Covenants

(A). No building, structure, alteration, addition, or improvement of any kind other than alterations not affecting the external appearance of a building or structure shall be made upon any portion of a Lot until the plans and specifications, including elevation, material, color and texture, and a site plan showing the location of all improvements with grading modifications of such construction has been filed with and approved by the Architectural Review Board. “Structure” is defined to include, but not necessarily be limited to, any building or portion thereof, wall, fence, pool, pavement, driveway, or appurtenances to any of the aforementioned. Consideration shall be given to quality of workmanship and materials, harmony of external design with surrounding structures, location, the effect of the construction on the view from the neighboring property and any and all other factors which will affect the desirability or suitability of the construction. Architectural changes which shall need approval by the Architectural Review Board include, but are not limited to, the following:

1. Fences – No fence or enclosure shall be erected, built, placed, altered or externally improved on any Lot until approved in writing by the Architectural Review Board as to location, design and material. Fences shall only be constructed of wood. No chain link or electronic fences are permitted. Any fence constructed on a Lot shall not extend forward of the rear of the building line of the dwelling unit. No fence shall be more than six feet (6’) in height. Any fence or wall built on any Lot shall be maintained in a proper manner so as to not detract from the value and desirability of surrounding property. Boards are to remain nailed, not missing and or warped, and in-ground posts are to remain upright and stable.

¹ Any approval by the Architectural Review Board does not relieve homeowners of the responsibility for obtaining all applicable Prince William County approval and/or permits for a project that requires any such architectural changes. Information about County permits and requirements may be obtained from the appropriate Prince William County Department. Neither the Architectural Review Board nor the Association and/or Board will be held liable for any damages incurred during or after the construction of any project.

2. Decks – Shall comply with all applicable Prince William County zoning ordinances and permitting with regards to size, structure, materials, permits, etc. Deck placement is limited to only the rear of the house, with maximum width limited to the width of the house back corner to back corner, and the depth from the house not to exceed 18 feet. Decks can be constructed at ground level and/or main level (middle of three levels), but not adjacent to the upper level of house. Decks can have connecting stairs between the main the lower levels but stairs must not extend beyond the rear corners of the house. Decks shall be constructed of either wood, composite board (i.e., TREX, etc.) and/or a combination of these materials. Decks can be uncoated natural wood and/or composite board, or may be stained and/or sealed with either clear, semi-transparent and/or solid color stain products; but the entire deck structure can only be one (1) earth tone uniform color. Decks may be painted (with only white paint – one color), but if painted are to remain in good visual condition with all paint (not peeling, chipping, etc.). Decks are to remain to good visual condition with all boards attached and maintained including not being warped, rotten, and/or missing. Lot owners are to submit an ARB application including documentation, design-color specifications and supporting samples for approval if installing or expanding a deck.

3. Patios – May be cement, brick, flagstone, wood, etc. Patios can be placed only on the rear of the home and cannot extend left or right beyond the back corners of the home.

4. Sidewalks/Steps/Entrances/Walkways -- May be cement, brick, flagstone, etc. They are not to be painted unless approved by the Architectural Review Board, and if so must remain to a maintained condition and not chipping and/or flaking. Sidewalk extensions that wrap around home to the side must be approved by the Architectural Review Board.

5. Sheds -- Shall at their apex be no higher than a maximum of ten (10) feet. External construction shall be limited to roofing shingles, doors, windows, wood and/or vinyl siding. Shall be designed, painted or stained to match the exterior color scheme of home on Lot or wood exteriors can be painted/stained with earth tone colors to match decks and background of wooden Lots. Sheds shall be located adjacent to the Lot's rear property line, with the exception of wooden/treed Lots rear of Lot will be defined as abutting or in the treed area. Inclusion of a drawing or Lot plat documenting the placement of the shed is required and to be submitted with the ARB application. No sheds are to be attached or located immediately next to a home on a Lot. All existing sheds shall be well maintained and secure.

6. Roofing – Shall comply with all applicable Prince William County zoning ordinances. Replacement roofing is to be composed of asphalt shingles that are of the same size and structure (dimensions) as the original builder shingles. Shingles to match the original shingle color(s) and to the Lot's specified external color scheme as preset by the builder. House models having separate multi-tiered roofs, porches, etc. to have shingles that all match in color, design and size. Upgraded "architectural design shingles" are permitted and encouraged (but not required), but if used are also to match the original shingle color(s) and to the Lot's specified external color scheme as preset by the builder. Lot owners are required to submit an ARB application for roof (shingle) replacements including documentation, design-color specifications, and supporting samples for approval.

7. Porches – Shall comply with all Prince William County zoning ordinances and shall be well maintained. Front porches built by the original builder (Rivermead) cannot be removed, shortened, or altered in architectural style. No porches and structures may be added to the sides of any home on any Lot in THE HAMLETS. Rear porches/screened etc., and can be added as Approved by the Architectural Review Board and all PWC ordinances.

8. Hot Tubs/Swimming Pools – Shall comply with all Prince William County zoning and safety ordinances and be well maintained. Hot tubs and pools can only be placed on Lot rear of the house and not outside of the house rear corners. Pools may be in-ground or above ground and all hot tubs/pools must be approved by the Architectural Review Board. Lots must also comply with all PWC safety ordinances and zooming requirements.

9. Driveways – Shall comply with all Prince William County zoning ordinances and permitting with regards to size, structure, materials, etc. Driveways of asphalt shall be (black in color). Driveway replacements and/or repairs should be of black asphalt, but may be white concrete, brick, and/or stone as approved by the Architectural Review Board. Driveways can be expanded beyond the original builder size dimensions, but limited to no more than (2) feet total in width. Driveways cannot be removed as designed and placed by the builder. Driveways are to be well maintained with a black-top sealer and/or filler (for asphalt) to maintain color and appearance and structural integrity. Shall be maintained free of holes over (4) inches in cross-section and cracks larger than (1.5) inches wide. Repair materials to fill cracks and holes shall be composed of materials matching the driveway. Lot owners are to submit an ARB application for replacements (not maintenance) including documentation, design-color specifications and supporting samples for approval.

10. Mailbox & Post – mail box shall be well maintained with functioning lid, latch, flag, correct address numbers attached, securely attached to the post, and black/dark in color. The base/original standard dimensions and size are: length 19 inches, width 6.5 inches, and height 8.5 inches. Mail Box Posts are to have a vertical, horizontal, and support section acting as the platform for the attached mailbox as shown in the picture below. The original posts were 4x4 inches with 6x6 posts approvable, that are pressure treated wood in a natural state or stained/painted an earth tone color. The height of the mailbox from the street pavement is to be approximately 46-50 inches (~4 feet). If replacement matches the above specifications of, design, size, shape, color, and height no ARB approval is required. Alterations beyond like replacement require the submission of The HAMLETS ARB Application for review by the Architectural Review Board.

11. Garage Doors – shall be well maintained, white in color, and adhere to the original design. Replacement garage doors need to match the above style and can be wood, metal, fiberglass, and/or vinyl in composition. Replacements must be approved by the Architectural Review Board.

12. Radon Remediation Systems – Shall comply with all applicable Prince William County zoning ordinances and permitting with regards to size, structure, materials, etc. The exterior components of the radon remediation systems are to be installed/mounted on the rear and/or rear half side(s) of the house. The vertical pipe is to run parallel with and adjacent to the rear downspout. The color of the external systems components are to match the siding and

Lot's architectural color scheme (or can be white). An installed system (external components) is to remain attached as installed and in good maintenance pertaining to the visual appearance. The fan is to be located near the ground level and its location should be chosen to minimize and acoustical impact on neighboring Lots. Lot owners are to submit an ARB application for only the exterior components with documentation, color-design specifications and samples for approval.

13. Chimney Metal Rim/Cap – Shall remain attached and well maintained in an un-rusted and un-tarnished condition. The rim cap can be either the uncoated original builder metallic condition or painted and maintained with “black” rust resistant paint. Lot owners are to submit an ARB application with documentation, color-design specifications and supporting documentation for replacements.

14. Solar Panels (Energy Collection Devices) – Before any Solar Panels (Energy Collection Devices) may be installed, an ARB Application must be completely and properly filed with and approved by the ARB. With respect to differing house styles and the variety of solar panel designs, each request for approval will be reviewed individually on its own merits. An Architectural Review form is required. The following Criteria outlines the Association standards:

Parameters:

- Panels shall not exceed 30% of the roof's total surface area.
- The size, number, arrangement and total square footage of the panels should be appropriate for the size and shape of the roof face on which they are mounted.
- Panels are to be matching in size and configuration and installed contiguously
- Panels will be low profile and mounted flush/flat on the roof with edges parallel and perpendicular to the roof eaves or peak.
- The panels, the material enclosing the panels, all pipes, wires, and control devices must be secured, concealed, and blend with the color of the roof and structure.
- Panels and framing must match/blend with the color of the roof.

Installation / Location:

- Panels must be mounted flat on the rear slope of the roof, parallel with the roof ridge and edges, unless the panels would be otherwise inoperable due to shade.
- Panels are not to extend beyond the roof line.
- Panels to be mounted with a total height not to exceed 4 inches from the roof top to top of panel.
- Panels to be visually inconspicuous from the street and neighboring Lots.
- Panels shall not be installed on the front or sides of the dwelling, attached to decks, patios, etc. or on lawns.
- Panels should be installed to ensure there is minimal visual impact to adjacent Lots and public view to protect and enhance the architectural integrity of the community.

Maintenance Notice – Owners who are approved and install Solar Panels shall be responsible for all costs associated with their solar panel maintenance, repair, replacement, removal, and the correction of any safety hazard to the community. If the Panels are removed the owner must restore the roof to its original condition. If the Panels become detached and the detachment threatens anyone's safety, the owner must remove or repair within 7 days, or the Association may remove the panel at the expense of the owner.

15. External Room Addition(s) – All external room additions on Lots within The HAMLETS are required to be permitted and approved by Prince William County. The new external components including but not limited to; foundation, siding, trim, brick, windows, doors, roof, etc. are to match the original existing styles and color schemes of the Lot.

16. Front Sidewalk Railings – are to be metal, painted black, and open split-rail in design. Height should be no higher than normal hand rail height and no railing shall extend forward beyond the terminus of the sidewalk meeting the driveway.

NOTE: Pertaining to item 1-16 above - all construction must be completed within sixty (60) days from start of project, unless otherwise approved by The HAMLETS Architectural Review Board.

(B). No structure and/or Lot (1-47) shall be used except for exclusively residential purposes. No commercial business endeavors can be operated from the home that creates the continued flow of cars and people in and out of the Lot. (i.e., Daycare Centers, retail operations, food services, etc.)

(C). No livestock such as horses, ponies, cows, hogs, pigs, sheep, goats nor fowl such as chickens and pigeons shall be kept or maintained on any Lot. The breeding of animals for commercial use is prohibited. No more than three dogs and a total of four domestic animals shall be kept at any one time. Pets shall be licensed and restrained as required by the Prince William County zoning ordinances. Owners can walk their pets in the Common Areas but are responsible to maintain and dispose of pet waste. Pets shall not be left unattended in either the front or side of any Lot, and pets shall not be left alone outside on the Lot unattended and/or barking.

(D). Exterior paint on doors, railings, shutters, and trim shall be well maintained. Doors, railings, shutters, and trim shall remain original builder colors and color scheme. Siding shall be well maintained, remain original color, and shall not be painted. Any variances must be submitted and approved by the Architectural Review Board.

(E). The exterior of all structures, including walls, doors, windows and roofs, shall be well maintained, and remain original builder colors or as approved by the Architectural Review Board.

(F). Satellite Dish installation is to be on the back side/rear roof side of the house or other location within the Lot behind the rear corners of the house structure. Installation on the side of the home is allowed if the signal dictates this location, but installation on the front of the house or in the front yard is not HOA approvable. Satellite dishes are to be not greater than 24 inches in diameter, have a design/shape similar to the picture below and be gray/white or metallic in color. If installation or replacement matches the above specifications, in location, design, size, shape and color no ARB approval is required. Alterations beyond these specifications require the submission of The HAMLETS ARB Application for review by the Architectural Review Board.

(G). No person shall paint the exterior of any building component a color different than the original builder color of said building without the proposed color having first been approved by the Architectural Review Board. Structures within any Lot of the Association shall comply with the stated architectural color schemes.

(H). Storm door(s) shall be full-view glass/screen in design and style. Full-view is defined as all glass or all glass with one center cross bar for a attachable and/or roll-up retractable screen. Storm door(s) frames and supporting structure are approvable in the color white.

(I). Except for those related to real estate sales and construction, no sign, advertisement, or message other than for identification purposes shall be installed, displayed or published which offers or implies commercial or professional services, or which may constitute any other kind of business solicitation in, or from, any residence or residential property.

1. No Sign -- of any kind that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot. Temporary real estate signs not more than four (4) square feet for advertising the property for sale and/or lease and except as provided in section IV (1) (I) above.

2. All real estate signs installed on a Lot -- advertising the property for sale and/or lease shall be removed within three (3) days after the date of execution/settlement of any agreement of such advertised sale or rental.

3. All real estate signs directional signs shall be removed once the Lot has an agreed upon pending contract. Only one (1) directional sign can be placed in The Hamlets Common Area(s), and only at the intersection of Vanore and Cabin Ridge.

(J). No clothing, laundry, or wash shall be aired or dried on any portion of the Lots within public view or anywhere else on the property.

(K). Required external lighting fixtures as placed and installed by the original builder, are the front sidewalk light post, front door entrance light(s) dependent upon model, light between garage doors, and lights adjacent to any/all rear door exits. Front light posts are to be operational defined as a lit bulb and electronic sensor maintained in working order. Posts are to be maintained and painted black. Light fixture at top pole is to be black in color and match the original builder design. Replacement of external lighting fixtures to be of similar size and design of the original builder fixtures. The original builder fixtures were bronze in color, and replacements can be a matching bronze and/or black or white in color. Front door lights (if model has two) are to match and be of the same exact type, design, color, etc. Deck/Sunroom/Patio and rear only Spotlight lighting can be installed as approved, but no exterior lighting (i.e., spot lights, etc.) shall not be aimed/directed outside the boundaries of the Lot of which they are mounted. Decorative solar/low voltage lights can be placed on Lot as walkway/landscape ground lights. (no approval needed). Lot owners are to submit an ARB application for replacements including documentation, design-color specifications and supporting pictures for approval.

(L). Seasonal items (i.e., holiday decorations, yard tools, etc.) shall remain no longer than thirty (30) days after end of season. Christmas type lights can only be installed and visible on a home from November 15 to January 15th.

(M). All landscaping, bushes, trees, and lawns shall be well maintained. All lawn areas shall be kept mowed and shall not be permitted to grow in excess of eight (8) inches in height. No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

1. Any tree/bush/landscaping debris in the yard of a Lot that is visible from the street needs to be removed in a timely manner. The ARB and/or Board of Directors can document and notify the Lot owners. If the debris remains in place longer than the notice specifies the owners of the Lot can be notified of ramifications assessed a fee as set by the Board of Directors.

(N). All lawn ornaments shall be well maintained. Any permanent structure requires approval by the Architectural Review Board subject to placement.

(O). In accordance with Article VI, Section 13 of the Declaration of Covenants, Conditions and Restrictions “No junk vehicles, inoperable vehicles, unlicensed or uninspected vehicles, recreational vehicles, house trailers, or commercial industrial vehicles, such as but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, busses, boats, boating equipment, travel trailers or camping equipment shall be regularly or habitually parked with the Property except upon the written approval of the Architectural Review Board and subject to such conditions as the Architectural Review Board may impose. The Association shall not be required to provide a storage area for these vehicles.” “Property”, as defined in Article 1, Section 10 of the Declaration of Covenants, Conditions and Restrictions, “shall mean and refer to that certain real property described as Lots 1 through 47, inclusive and Parcels “A” and “B”, THE HAMLETS, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.”

(P). No boats or canoes shall not be regularly or habitually stored or parked with on the outside of any property.

(Q). No alterations, additions or improvements shall be made to any garage which would defeat the purpose for which it was intended.

(R). No portion of real property described as Lots 1-47, inclusive, of THE HAMLETS shall be used for the repair of automobiles except for the normal maintenance/repair (i.e., oil change, tune-up, etc.) of the respective owner(s) personal vehicle(s).

(S). No noxious or offensive activity shall be carried on upon any Lot or Common Area, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Noise levels are not to exceed normal levels of decibels as defined by PWC and/or disturb neighbors.

(T). Trash and Recycle Bins or individual trash pickup items (e.g., appliances, furniture, etc.) shall not be permitted to remain in public frontal public view of the Lot, except during the evening(s) prior to, and the actual day(s) of trash collection as performed by the Association’s contracted vendor. Lots violating this stated Rules and Regulation as exhibited by the continuous placement of Trash/Recycle Bids or individual trash pickup items in frontal view of their Lot:

(1). Send a Notice of Violation (NOV) stating the confirmation of the violation;

(2). If the violation remains, the Board may issue a fine to the owner of the Lot as an additional monetary assessment to be determined. This additional assessment will become part of the Lot’s ongoing financial status and liability.

(3). Replacement cost of the HOA issued trash bins is the sole responsibility of the Lot owner.

(U). The placement of a trash/temporary storage bin (i.e., BIN/POD) should not be placed on any streets in the community (as the community's streets are part of the VDOT system). The trash/storage Bin/POD is not to be placed on or adjacent to the two parcels known as The HAMLETS Common Areas. Placement is to be upon the Lot's driveway and not placed on the lawn/grass areas of the Lot. A trash storage Bin/POD can be placed for a period up to (30) days without submission of The HAMLETS ARB application. If the trash/storage Bin/POD length of placement needs to be extended past (30) days the Lot owner is required to submit an ARB application to outline the request. The extended period of placement may extend no greater than a total of 90 days (counting the first 30 days) without additional Board of Directors approval.

(V). The placement of a portable truck delivered metal trash bin (i.e., use during renovation, etc.) shall not be placed on any streets adjacent to the parcels known as THE HAMLETS Common Areas, or on any Lot yard (as defined as a grass/treed area). Placement is limited to the Lot driveway and not for a period greater than thirty (30) days. If the metal trash bin remains in place longer than thirty (30) days the owners of the Lot can be notified of ramifications as set by the Board of Directors.

(W). Basketball Hoops must be portable in nature, where the base is placed on the Lot not the street, and when not in use shall remain upright or be removed versus laying in the yard. If the portable hoop apparatus is damaged and/or broken it shall be removed by the owners of the Lot can be notified of ramifications as set by the Board of Directors.

(X). Playsets – are defined as external structures, built/composed of parts joined together in some definite manner which is built or constructed. Playsets include but are not limited to the components of swings, slides, ladders, decking, bars and roofs. Construction materials can consist of wood, plastic/composite, metal or other common construction materials. Playsets are to not be greater than 12 feet in height. Placement of a Playset is to be on a Lot only behind the rear corners of the house structure. Design and shape should blend into the Lot's surroundings. Playsets on a Lot are required to be "kept in good maintenance and repair" defined as being in good working order with all parts structurally intact as approved and painted/stained in good appearance. Installation and placement of a Playset does not require the submission of The HAMLETS ARB Application for review and approval by the Architectural Review Board if the structure and installation is within the stated parameters. An ARB application can be submitted if a Lot wishes to maintain a paper trail of approval.

(Y). Political Candidate / Election Signs - except for those related to an upcoming election, no sign, advertisement, or message other than for candidate support and/or identification purposes shall be installed on a Lot or displayed in windows or doors.

1. No political candidate and/or election sign -- of any kind that is illuminated and/or larger than two (4) square feet shall be displayed to the public view on any Lot.

2. All political candidate and/or election signs installed on a Lot -- shall be removed within ten (10) days after the date of the election.

3. All political candidate and/or election signs are prohibited from installation and/or placement within The HAMLETS Common Area(s).

(Z). Electronic Vehicle (EV) Charging Stations – are to conform with The HAMLETS existing architectural standards. External installation of (EV) charging station connections may be either a plug or actual manufacturer charger apparatus with housing and cord. The placement of a full charger apparatus and/or plug is to be installed on the side of the house adjacent to the garage doors. If installing only an external plug, placement can also be installed between the garage doors. All external wiring is to be placed within the wall and not be visible externally.

1. (EV) Charging Stations installed external to the home require submission of The HAMLETS Architectural Review Board (ARB) application for review and approval.

2. (EV) Charging Stations installed within the garage are allowed and require no Architectural Review Board (ARB) application or review.

3. (EV) Charging Stations installed externally must indemnify and hold the association harmless with the owner(s) of the Lot to carry required insurance in case of accidents and/or claims.

4. (EV) Charging Stations are prohibited from installation and/or placement within The HAMLETS Common Area(s).

(2) Procedures for Proposed Architectural Changes

(A). A standard application form shall be completed in full and submitted to the Architectural Review Board, by the Lot owner. The completed application form should be mailed to THE HAMLETS Homeowners Association published address, attention Architectural Review Board (ARB).

(B). Included with the application shall be plans showing the location of the proposed change drawn onto the Lot’s “plat” (when appropriate), including specifications/drawings, a description of the materials to be used, color samples/brochures, color pictures, measurements (height, width, deep), with name of person(s) or company(s) performing the work, and any additional information which would allow the Architectural Review Board to render an evaluation and decision. Note: the “plat sheet” is a document you would have received at settlement.

(C). The Architectural Review Board (ARB) can choose to return and/or contact the Lot owner for additional information pertaining to the submitted application.

(D). each applicant shall be given a right to appear before the Architectural Review Board to discuss the application and to answer any questions relating to it.

(E). The Architectural Review Board shall make a decision not more than twenty-one (21) days after receiving the application. The decision shall be in writing and include reasons and/or conditions of approval or denial (if applicable). All applications not acted upon by the Architectural Review Board within twenty-one (21) days of receipt shall be reviewed by the Association’s Board of Directors. A copy of either the approved and/or denied architectural

application will be returned to the Lot owner and the original will be placed in the Association's master files.

(F). In the event the architectural change is denied by the Architectural Review Board, the homeowner may appeal the decision in writing to the Board of Directors within thirty (30) days of the date of rejection notice. Submitted appeal is to be mailed to the Association's published address.

(1) The homeowner may appear before the Board of Directors with any additional information that the Board of Directors can review to reconsider the Architectural Review Board's decision.

(2). The Board of Directors shall make a decision not more than fourteen (14) days after hearing the appeal.

(3). The decision of the Association's Board of Directors shall be final.

NOTE: All approved architectural changes shall be monitored to ensure they are constructed as approved. Approval by the Architectural Review Board does not relieve homeowners of the responsibility for obtaining all applicable Prince William County approvals and/or permits for a project that requires any such approval. Information about County permits and requirements may be obtained from the appropriate Prince William County Department. Neither the Architectural Review Board nor the Association Board will be held liable for any damages incurred during or after the construction of any project.

(3) Notice of Violation(s)

(A). Any Lot or Property found in violation of one or more of the Architectural Guidelines and/or Regulations specified above in the Architectural Guidelines and Regulations specified above in the Architectural Guidelines and Regulations (Section IV) can receive a "walk-thru" notice from the Architectural Review Board (ARB) that is placed at the home (or mailed) to the Lot owner.

(B). Any Lot or Property found in violation of one or more of the Architectural Guidelines and/or Regulations specified above in the Architectural Guidelines and Regulations (Section IV) will be mailed a written Notice of Violation (NOV) by regular and/or certified mail. The Architectural Review Board and/or Board of Directors shall provide the owner of the Lot reasonable time to correct the violation(s), considering and dependent upon the nature of the specified violation(s).

(C). If the violation(s) is/are not corrected by the date specified in the NOV, the Association will have the authority to correct the violation(s) and bill the actual costs of correcting the violation(s) to the property Lot owner. If the NOV is appealed the owner must contact the Board of Directors within seven (7) days and present a written explanation with the violation(s) noted in the NOV. If the Architectural Review Board/Board of Directors still concludes that a violation exists, the owner must correct the violation(s) within the original proscribed time period specified or appeal to the Board of Directors.

(1) The homeowner may appear before the Board of Directors with any

additional information that the Board of Directors can review to reconsider the Architectural Review Board's decision.

(2). The Board of Directors shall make a decision within fourteen (14) days after hearing the appeal.

(3). The decision of the Association's Board of Directors shall be final.

(D). Whereas, Article 5, Section 5 of the Declaration of Covenants, Conditions and Restrictions provide that the Association, in its discretion, may impose a special assessment fee as previously established by rule, and

Whereas, the Board of Directors met on or about August 31, 2009 and duly established, by rule, an Architectural Notice of Violation Fee and policy, and

Whereas, this "Architectural Notice of Violation Fee" may be assessed to Lot owners within THE HAMLETS that have been notified of architectural violations. Therefore, be it resolved that the Architectural Notice of Violation Fee policy has been approved and hereby is adopted by the Association.

The Architectural Notice of Violation Fee structure and fee amounts will be determined by the Board of Directors. Any assessed fee assigned to the Lot's owner will be due upon issue. Any and all costs associated with said action(s) will be the sole responsibility of the Lot's owner in accordance with the provisions contained in the Declaration of Covenants, Conditions and Restrictions, Article 5, Sections 1 and 9. This additional assessment will become part of the Lot's ongoing financial status and liability. Payment of this assessment does not remove the violation nor relieve the owner(s) requirement to correct the violation.

(E). Whereas, Article 5 - Covenant for Maintenance Assessments, Section 1 -- Creation of the Lien and Personal Obligation of Assessments, and Section 2 -- Purpose of Assessment, provide, among other things, that the "Association's Annual and Special assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing judgment/lien upon the Lot against which each assessment is made. Each such assessment, together with such interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner(s) of such Lot at the time when the assessment was due..., and that "The assessments levied by the Association shall be used exclusively to maintain the HOA. The Association can initiate a collection process and/or place a judgment/lien against the Lot of any owner(s) who does not reimburse the Association for the costs of correcting the violation(s).

(F). The Association expects all owners regardless of whether they live at or lease the premises to maintain said Lot in accordance with the Rules and Regulations, The HAMLETS contained herein as well as those Covenants stated within the Declaration of Covenants, Conditions and Restrictions. Furthermore, the Association holds all owners responsible for correcting violations caused, in whole or part, by their tenants, guests, and invitees.