



GHENT SQUARE COMMUNITY ASSOCIATION

852 Mowbray Arch, Norfolk, VA 23507

(757) 627-5757

www.ghentsquare.net | www.ghentsquare.org
www.townsq.io

This document contains guidelines, rules, policies and forms of the Ghent Square Community Association.

MANAGEMENT COMPANY INFORMATION:

Associa Community Group
4534 Bonney Road
Virginia Beach, VA 23462
(757) 499-2200 (office)
(757) 747-0908 (direct)
Hours of Operation
Mon – Fri: 9:00 AM - 5:00 PM

CLUBHOUSE INFORMATION:

GSCA Clubhouse
852 Mowbray Arch
Norfolk, VA 23507
(757) 627-5757

Hours of Operation

Sunday:	CLOSED
Monday:	9:00 AM – 4:00 PM
Tuesday:	9:00 AM – 4:00 PM
Wednesday:	9:00 AM – 4:00 PM
Thursday:	9:00 AM – 4:00 PM
Friday:	9:00 AM – 12:00 PM
Saturday:	CLOSED

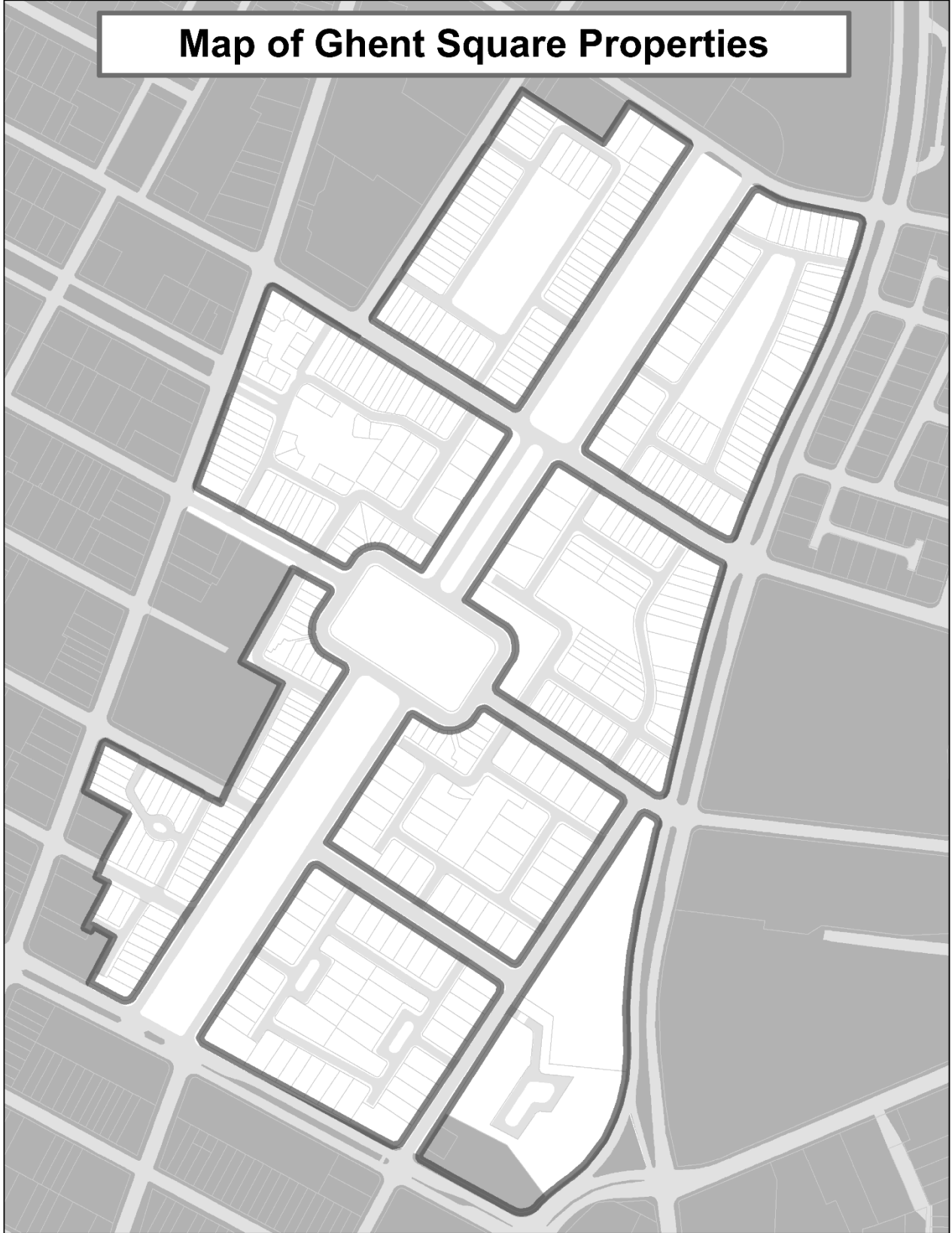
After Hours Community Emergency Line (757) 490-4471

NOTE: *The Association Manager for Ghent Square Community Association (GSCA) is located at the Virginia Beach office. The Assistant Association Manager is located at the Ghent Square Clubhouse.*

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Map of Ghent Square Properties



PARKING

Regulations

The GSCA parking policy for our private streets, courts, and mews is intended to regulate the limited parking available in an equitable manner and guarantee access for emergency vehicles throughout Ghent Square.

Below are the GSCA enforcement guidelines. Your cooperation is requested to ensure our community's safety and to provide adequate parking for you and your guests:

- No parking will be allowed on the entire side of private streets where the curb is intermittently or continuously painted yellow. This includes those areas where driveways or corners are not painted but the open curb is painted on that side indicating this is the no-parking side.
- During business hours, Management will enforce parking regulations on private streets. If you are aware of a parking violation, please contact Management at (757) 627-5757 or (757) 499-2200.
- If it is after business hours or on a weekend, a homeowner may contact Jack's Towing directly at (757-461-5765), it will be necessary to have two (2) separate site owners sign the pick-up form.
- It is your responsibility to alert workers and guests in your home as to the parking regulations.
- As part of the Parking Plan, additional parking spaces have been provided for the overflow. Please do not utilize these spaces intended for guests, workers, etc. on a regular basis. Utilize your own garage, driveway or parking pad first!
- Any parking on the green spaces, even with the edge of two wheels is NOT allowed. The one-side-only parking is in part to alleviate this problem. These cars may be towed.
- Parking at the office (852 Mowbray Arch) is reserved for office, clubhouse, swimming pool and tennis court activities. No overnight parking is allowed.
- Violators may be towed by Jack's Towing (757-461-5765) with no advanced warning.

Reserved Parking Spaces

While the overflow parking spaces are available on a first-come basis, some spaces have been set aside and marked RESERVED. They are available as a dedicated spot for a monthly rental fee. If interested in renting a parking space, please contact Management at (757) 627-5757 or (757) 499-2200.

Special Permit Zones

The 1200 and 1300 blocks of Botetourt Gardens need extended parking permits (Zone 6), which can be obtained by contacting Norfolk City Parking, 222 E Main St, Norfolk, VA 23510, (757-664-6222).

Severe Storm Parking

During severe storms (tropical storm/hurricane/nor'easter), city streets in much of Ghent Square may flood. In those instances, the City of Norfolk will open their 15 parking garages to residents until the flooding danger passes. Those residents without garages or in flood prone areas may wish to avail themselves of this free service. Refer to Parking Customer Service (757-664-6222) or the city website www.norfolk.gov and/or check with the Virginian Pilot www.pilotonline.com or local TV stations WTKR (CBS 3), WAVY (NBC 10), WVEC (ABC 13) when storms are eminent.

Parking During Street Cleaning

Public streets are cleaned the first Wednesday and/or Thursday of the month by the City of Norfolk. The sweeper usually operates from 6:00 AM to 11:00 AM.

The public streets are: *Boissevain Avenue, Botetourt Gardens, Colonial Avenue, DeBree Avenue, Llewellyn Avenue, Mowbray Arch, W Olney Road, W Princess Anne Road, Raleigh Avenue, Shirley Avenue, and Westover Avenue.*

Private streets within Ghent Square's mews and courts are cleaned quarterly by a separate contractor. Advance notice of private street cleanings will be disseminated via e-mail and posted on www.townsq.io.

The private streets are: *Boissevain Mews, E Botetourt Court, N Botetourt Court, S Botetourt Court, W Botetourt Court, Ferguson Court, Llewellyn Mews, E Mowbray Court, N Mowbray Court, S Mowbray Court, W Mowbray Court, Olney Mews, Pender Court, Van Wyck Mews, and Westover Mews.*

All vehicles should be removed the evening before the scheduled cleaning to provide access to the area being swept. If there are vehicles blocking the sweeper, the area cannot be swept. Please be considerate and move your vehicle(s).

For additional information on parking, refer to the Appendix "Parking".

ANIMALS

Pet owners have a unique responsibility when residing in a high-density area like Ghent Square. Beyond common courtesy, City Ordinances make it unlawful to let your pet run loose, defecate on public or private property without proper sanitary disposal, or create a nuisance. The GSCA has extended these City Ordinances to all common (green space) areas belonging to Ghent Square.

Your cooperation is requested for the well-being and safety of your neighbors as well as the safety of your pet. Report violations to: Animal Control (Dog Warden) (757) 441-5505 or Animal Protection Unit (757) 441-5610.

See the City of Norfolk Municipal Code for complete details on Animal Control and Welfare (text also printed in the appendix of this document). For a quick reference: www.municode.com

Norfolk - Code of the City - Chapter 6.1 Animal Control and Welfare

Article IV - Offenses Regarding Animals

Sec. 6.1-72 Allowing Animals to defecate on public or private property

Sec. 6.1-76 Nuisance animals (barking, trespassing)

Sec. 6.1-79 Animals at large (leash law)

SECURITY

Beyond the stated responsibilities of the Ghent Square Board of Directors, two additional primary purposes of any community association are to maintain: Protection of Property Values and Quality of Lifestyle.

Security plays an important role with both. While the Association supports local crime prevention, it is the responsibility of every individual homeowner or tenant to participate in keeping Ghent Square a safe and secure neighborhood. Statistically, Ghent Square is one of the safest neighborhoods in Norfolk. Most crimes here are crimes of opportunity.

You can lessen the impact by taking the following precautions:

- “Light the Night” – maintain outside lighting around the perimeter of your home all night. This is a proven major deterrent to break-ins.
- Do not leave garage doors open.
- Do not leave cars unlocked and/or with valuables in open sight.
- Do not leave bicycles unlocked in the open.
- Do not leave your home unattended with open windows or doors.
- Do not hire transients who knock on your door looking to clean your gutters, rake your leaves, etc. The police have linked thefts and burglaries to some of these seemingly harmless solicitations.

What can you do as a Ghent Square resident to help yourself?

- Call 911 in the event of any emergency.
- Report other criminal activity to the Norfolk Police via the non-emergency number (757-441-5610). Call even if something “just doesn’t look right”. The local precinct will record the complaint and share such reports with our private security team (off-duty officers).
- In addition, report all incidents (criminal or other), no matter how small to Management. What happened to you may also happen to your neighbor. Reporting incidents allows the security team to concentrate on your area.
- Notify Management of the dates (from > to) when you will be away on vacation, business trips, etc. so that we are aware of your absence.
- Bring any areas of concern to the attention of Management. Procedures are in place to alert our security team.
- The City of Norfolk maintains crime statistics. You may check your address, street or neighborhood at <https://www.crimemapping.com>.

For more information on trespassing, refer to Appendix “Trespass Enforcement”.

LIGHTING

As a deterrent to crime, it is strongly recommended that all Ghent Square residents maintain outside lighting around the perimeter of their home all night (front door, back door and/or garage, side lighting where appropriate). The cost is minimal and the benefit maximum.

Please report any streetlight outages on public streets within Ghent Square to the City of Norfolk by calling the Impact Center at (757) 664-6510, or by completing an online form at <https://www.mynorfolk.org/#/homepage>. You will also be able to track the progress. Residents can also email healthyneighborhoods@norfolk.gov to report outages.

When reporting a broken streetlight, please provide:

- The nine-digit pole number if available, or the nearest address of the pole.
- A description of the problem such as light out, broken lens, light going on and off, exposed wires, etc.

Also, report any streetlight outages on private courts and mews to Management.

WEBSITE

The GSCA maintains a website (www.ghentsquare.net) with a wealth of information that is available. The site also has a link to TownSq, the leading global app for better community living. It supports secure communication and operations for neighbors, community managers and board members. You can also use this as an option to pay your quarterly dues, reserve the clubhouse, contact fellow residents, etc. To use TownSq, you will need to register by creating a user ID and password. Your homeowner accounting number will be required as well. If you need to obtain your account number, please contact Management.

TRASH & RECYCLING COLLECTION

Trash is collected every Tuesday, and recycling is collected every other Tuesday. The removal of large items (appliances, mattresses, etc.) must be requested by residents no later than 3:00 PM the Monday before collection by calling (757) 664-6510.

- Yard debris should be in clear plastic bags.
- Trash cans should be placed curbside after 6 pm on Monday and returned to their storage area Tuesday evening. Cans which are left out for longer periods may be tagged as a violation of this policy.
- Non-collection must be reported, by residents, to the City of Norfolk by calling (757) 664-6510, no later than 24 hours after the regularly scheduled collection time. If not reported within 24 hours, it will not be collected until the following collection date.
- Trash and recycling receptacles should remain out of sight at all other times.

DUMPSTERS / POD STORAGE UNITS

Homeowners needing a dumpster or storage unit on their property or in front of / beside their home must complete the Architectural Review Board Request Application to receive approval from the Architectural Review Board (ARB). The application can be obtained from the GSCA website www.ghentsquare.org or www.townsq.io. This process should take place prior to having the dumpster/pod stored at the property. The ARB meets on the first Thursday of each month. The application should be submitted at least fourteen (14) days prior to the ARB's meeting date. The ARB will consider:

- the impact on adjacent property
- the proposed location
- the duration of the placement (generally 45 days)

TREES

The Parks and Urban Forestry Department of the city is responsible for all city-owned trees. In most cases, these are the trees that are on the verge, the area between the sidewalk and the curb on public streets. To report a tree problem or to request pruning, call Norfolk Cares at (757) 644-6510.

A tree is the homeowner's responsibility if:

- it is within your property line (even if it is outside a fence)
- it was planted by a homeowner

If the tree is on Ghent Square property, the Association is responsible for it. Contact Management to report the problem and it will be referred to the Maintenance Committee.

GROUNDS MAINTENANCE

Homeowners are required to maintain yards and sidewalks from curb to curb (including the city right of way) by keeping grass trimmed, leaves raked, weeds removed, and sidewalks swept. Over time trees, plants, and shrubs need pruning, as well. Yard waste should be placed in clear plastic bags for removal on Tuesdays by trash collectors.

It is important to remove leaves from gutters, sidewalks and any storm water drains near your property. Do not blow or rake the leaves into the streets! Leaves must be bagged and placed on the curb for collection.

Low-lying areas flood easily, and clear drains help rainwater flow quickly from streets. Property that is not maintained is subject to ARB inspection and tagging. If property is not maintained after three-days following tagging, the Association's landscape contractor will be directed to correct the issue at the homeowner's expense.

Sidewalks that are not cleared of leaves and debris pose an unnecessary hazard to pedestrians.

Homeowners are required to remove snow and ice from city sidewalks adjacent to their property within 3 hours of the end of a snowfall. (See Norfolk City Code Section 42-34)

HOMEOWNERS RESPONSIBILITIES INCLUDE:

- contacting the city to report sidewalk cracks, trip hazards or problems with trees.
- contacting Dominion Power when streetlights are out by reporting the number on the pole.
- letting Management know so that your report can be followed up.
- reporting crimes to the police and Management
- keeping exterior lights on in the front and back of their homes during darkness.
- contacting the Architectural Review Board (ARB) when they wish to make physical changes to the exterior of the property.

GENERAL CONTACT INFORMATION

Associa (HOA Management)

Community Group, Virginia Beach	(757) 499-2200
After-Hours Emergencies	(757) 490-4471

City of Norfolk

Animal Control	(757) 441-5610
City Clerk	(757) 664-4253
City Council	(757) 664-4268
City Manager	(757) 664-4242
Customer Service / Norfolk Cares	(757) 664-6510
Elections	(757) 664-4353
Parking (non-Ghent Square Parking)	(757) 664-6222
Parks & Recreation	(757) 823-4291
Parks & Urban Forestry	(757) 823-4023
Planning	(757) 664-4752
Police (Non-Emergency)	(757) 664-3277
Public Works	(757) 664-4614
Schools	(757) 670-3945
Sewer & Water Emergency	(757) 823-1000
Sheriff's Office	(757) 664-4700
Street Sweeping / Stormwater	(757) 664-6510
Trash & Recycling	(757) 664-6510
Utilities	(757) 664-6700

Dominion Power	(866) 366-4357
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Emergency Services	9-1-1
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Fred Huetter Center	(757) 441-2513
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RENTAL OF COMMUNITY FACILITIES

The pool, pickleball courts, tennis courts, and the clubhouse are available for rent for a fee to GSCA residents who are current on their accounts. The homeowner who leased the facility must attend and remain at the event.

- A Reservation Form / Agreement is required to be completed and submitted to management when interested in renting the community facilities. Reservations may be made online by logging into your account at www.townsq.io.
- If alcoholic beverages are to be served, an ABC license must be obtained and verified by the Ghent Onsite Assistant Manager before the use permit is issued.

Reservation Fees must be prepaid & are as follows:

Pool only:	\$100.00
GSCA Clubhouse only*:	\$100.00 (up to 40 guests)

All the Reservation options listed above require a refundable security deposit of \$100.00, plus the reservation fee. The refundable security deposit will be returned after rental and inspection if no damages.

Residents and affiliates are free to host small parties during regular pool hours that do not interfere with other patron's enjoyment of the pool. Reservations must be made if the party includes more than four (4) guests.

Pool rentals must:

- Limit the attendance to 100 guests.
- Prohibit all outdoor music.
- End the party by 11:45 p.m. to allow lifeguards time to secure the pool area safely.
- Be responsible for any damage in the pool area which could result in the loss of the deposit and/or the cost of repairs.

Lifeguards During your Pool Rental

- A minimum of two (2) Ghent Square guards must be on duty.
- You must check with lifeguards for their hourly rates and pay them directly on the evening of the event.
- Lifeguards must enforce the pool rules as posted.
- If the event is cancelled less than 48 hours before it is scheduled (except for weather), the lifeguards must be paid for one (1) hour.

Access to Clubhouse During your Reservation

The door code to gain access to the clubhouse may be acquired up to three (3) days before the homeowner's reservation date. Homeowner will be charged if they set off the alarm.

Clubhouse rental rules:

- Smoking is not allowed in or near the clubhouse. If smoking occurs in the building, it will result in the loss of the security deposit.
- Attendance is limited to 40 people.
- Clean the space after use, bag trash, and place it in the dumpsters stored near the end of the pool.
- Homeowner is responsible for damages to the building or furnishings which could result in the loss of the deposit and/or the cost of repairs.

RECREATIONAL FACILITIES' RULES

The following rules are for the protection and benefit of all to assure safe and sanitary operation of the pool facilities.

Lifeguards are present for all patrons' safety and are empowered by the GSCA Board of Directors to ensure that pool rules are followed. Thank you for supporting our lifeguards!

Residents/Affiliate Members are responsible for the behavior of their family and guests. We expect our Residents/Affiliate Members and their guests to observe the pool rules and to follow the lifeguards' instructions. If there is a problem or concern, please contact GSCA Management, not the lifeguards on duty. Your cooperation will afford pleasant relaxation and recreation for everyone concerned.

1. All persons using the pool/pool area do so at their own risk. The Ghent Square Community Association (GSCA) assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. Persons using the pool/pool area agree not to hold the GSCA liable for any action of whatever nature occurring within the pool/pool area. Members are responsible for the actions of their family and/or guests.
2. All persons using the pool must sign in at the pool desk. All persons must stay clear of the lifeguard stations and are not permitted to loiter at the check-in desk.
3. The pool is open daily (weather permitting) from 7:30 a.m. until 8:30 p.m. Patrons must exit the pool at 8:15 p.m. to allow the lifeguards to complete their closing tasks. All patrons must depart the facilities not later than 8:30 p.m. or be subject to a \$25.00 fee and potential loss of use privileges. Note: Hours subject to change.
4. All persons shall obey the instructions of the lifeguards. Failure to obey the lifeguards immediately will result in suspension of pool privileges. This is a safety issue. Any person consistently abusing the pool rules will have their pool privileges revoked.
5. Lifeguards may refuse admission to all persons who appear to be sick, have colds, coughs, inflamed eyes, infections, open sores, or are wearing bandages.
6. When at the poolside, all are encouraged to keep lotion off the webbing of the chairs and lounges by placing towels on the furniture.
7. The wading pool is for swimmers aged five (5) and younger only. Persons using the wading pool must be under constant supervision by a responsible person (age 14 and over) at the side of the wading pool. Swim diaper accidents will result in a \$100 fine.
8. At all times, persons under 12-years-old must be supervised by an adult or responsible person 14-years-old or older. Persons younger than 12, or if deemed necessary by lifeguards, will be asked to pass a swimming test.
9. All persons unable to demonstrate their ability to swim must be physically accompanied by an adult in the pool and are NOT permitted in the deep end past the first lifeguard stand.
10. Only United States Coast Guard approved personal flotation devices (PFDs) are allowed in the pool. PFDs may be used by children at the SHALLOW end of the pool, AND an adult in proper swim attire MUST be IN the pool observing the child. Use of Non-USCG approved devices, such as arm-only, inflatable "wings" are prohibited.
11. Young children who are not toilet trained must wear a swim diaper. A \$100 fee will be charged to the member or affiliate member if that member, affiliate member, or their guest causes the pool to be closed for sanitary reasons.

12. The diving board has a weight limit of 250 lbs. Persons using the diving board must weigh under 250 pounds. Children using flotation devices are not allowed to jump off the diving board. Only children who have passed the swim test are permitted to use the diving board under any circumstances.
13. The use of kick-boards, noodles, balls, etc., may be permitted in the shallow end of the pool at the lifeguard's discretion. Objects may not be thrown that disturbs or endangers others.
14. Leaning or climbing on the lap lanes is NOT permitted.
15. During lap swimming, no unattended persons under 12-years-old are allowed in the pool. At ALL times:
 - a. Lap swimmers are required to share lanes if demand requires. Lap swimmers must share lanes and circle swim, if the lifeguard determines it is necessary. Ask before jumping into an occupied lane.
 - b. Lap swimmers are allowed twenty (20) minutes per lane. When someone is waiting, the first swimmer in the pool is the first swimmer out of the pool.
 - c. Persons using the lap lane(s) must be actively swimming laps.
 - d. Lap swimming is a vigorous activity. By its nature the swimmer will be strenuously moving from one end of the pool to the other repeatedly. The only acceptable swim aids for lap swimmers will be a kick board, hand paddles or fins.
16. There will be a daily Adult Swim for ten (10) minutes on the even hour.
17. Radios and other audio equipment are permitted only when used with individual earphones or in conjunction with Sunday Funday.
18. Running, pushing, rough play, profanity, and disruptive behavior are not allowed.
19. The following are NOT permitted in the pool/pool area: (a) smoking or use of any tobacco products; (b) chewing gum; (c) pets; (d) intoxicated persons – violation of this rule will be reported to the Board of Directors for review; (e) glass containers; (f) rollerblades, scooters, and skateboards.
20. All refuse must be placed in properly marked containers (Trash/Recycle). Members are urged to help keep the pool/pool area and shower rooms clean.
21. All bicycles must be stored outside the pool area on the bicycle racks provided and should not be carried into the locker rooms or stored against the fence.
22. Guest Policy: Residents and affiliate members may bring a MAXIMUM of four (4) guests per day. All guests must be signed-in by an adult resident or affiliate member unless previously arranged with the pool manager. Guests may NOT be left at the pool/pool area unescorted, except by pre-arrangement with the Office or the pool manager. Any exceptions to the above policy need to be cleared through the Management Office. Additional guest fees will be charged to the homeowner's or affiliate member's account. Guest rates are \$5.00 per person (children under two are free).
23. Pool parties must be arranged with the Association Manager. Prior to holding any pool party larger than four (4) guests, a signed contract with GSCA must be in place in order to schedule the event. Refer to the rental rules and regulations or additional information.
24. Any person using the grill is responsible for using it properly and safely. Use of the grill will be on a first come, first served basis. When finished using the grill, each user must turn off the gas propane tank and cover the grill. Failure to use the grill properly may result in lost privileges.

Tennis and Pickleball Courts' Rules:

All persons using the pickleball and tennis courts do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. Persons using the pickleball and tennis courts area agree to hold the Association harmless for any action of whatever nature occurring within the Tennis area. Also, Residents will be responsible for the actions of their children or guests. Please abide the following rules:

1. The courts are for use by Ghent Square Community Association (GSCA) residents, affiliates, and invited guests of residents only. **Affiliate Members are not permitted to bring guests onto the courts.** The courts are open from dawn until dusk.
2. Residents are permitted three (3) guests during the week per household and one (1) guest on the weekends/holidays. Residents must accompany their invited guest. Residents are responsible for the actions of their guest.
3. Access is by key card only. Close the gate after entering and leaving – *do not* prop open. If you misplace your keycard, a replacement card is ten dollars (\$10.00). Contact Management if you need a replacement card.
4. The courts are available on a first come basis. Play will be limited to 1 hour if people are waiting, unless using the rotation delineated under GSCA Pickleball Etiquette. As of yet, there is not a rotation delineated for tennis; however, please be courteous and limit to one (1) hour if people are waiting.
5. Appropriate pickleball and tennis attire is required, including rubber soled shoes.
6. Only players, pickleball and tennis equipment are permitted on the courts! No bicycles, scooters, roller skates, in-line skates or skateboards are allowed as they will damage the court surface. No pets, glass or other breakable containers, food or intoxicants are allowed on the courts. Smoking is prohibited. Children that are not playing pickleball are not permitted in the courts.
7. Place refuse and broken/cracked balls in the trash containers. Return community balls to the designated baskets when play is finished.
8. Contact management with any issues regarding the tennis and/or pickleball courts.

Ping Pong Table Rules:

Two ping pong tables are available, only during pool season; they are in the pool area.

One of the more important rules in ping pong is to have fun! The equipment will last longer and provide us additional entertainment if properly cared for in the following manner:

1. Avoid placing items (food, backpacks, towels, toys, etc.) on the ping pong table.
2. Always refrain from sitting on the ping pong table.
3. Return the table tennis balls and paddles to the pool desk after use.

Your cooperation will afford pleasant recreation for everyone concerned. Parents are requested to caution their children to observe these rules.

ARCHITECTURAL REVIEW BOARD (ARB) GUIDELINES

Introduction

The Architectural Review Board (ARB) was created by the Declaration of Covenants, Conditions and Restrictions for the Ghent Square Community Association and is composed of Ghent Square Homeowners who volunteer their time to serve. The ARB is charged with carrying out certain rules and regulations, known as the "Ghent Square Architectural Guidelines."

The mission of the ARB is to preserve the design integrity and property values of Ghent Square. It is recognized that changes within the neighborhood will occur; however, the architectural character of Ghent Square can be maintained and enhanced if a careful and sensitive set of design criteria are followed. Within guidelines, the ARB strives to allow the Homeowner as many options as possible.

Ghent Square is made up of many building styles and various construction designs and materials. Specific areas contain buildings with similar form, scale, proportion, color and texture. It is important to emphasize that each specific living unit is a part of a larger building group. This applies to attached houses and to individual houses as well. Sensitivity to the overall design of the building group is essential to the character and architectural quality of the community.

The Ghent Square Homeowners Association (GSCA) Board of Directors (BOD) appoints members of the ARB. Homeowners interested in helping preserve the quality and appearance of Ghent Square are encouraged to apply in writing to the BOD. Homeowners whose properties are in good standing (no unresolved violations or arrears) may apply. Applications should include a short statement of the Homeowner's interest and availability and any information pertinent to ARB membership. The BOD may refer the homeowner to the Chair of the ARB, who will invite the homeowner to attend a regular meeting of the ARB. Based on a vote taken by the ARB, a recommendation is forwarded to the BOD. The BOD votes on the application and notifies the applicant.

Functions of the Architectural Review Board

The Architectural Review Board (ARB) has two primary functions, its Annual Inspection/Re-inspection and its Review and Approval Process.

Annual Inspection / Re-Inspection

ARB members conduct an Annual Inspection of each property in Ghent Square in the spring of each year. The purpose of the inspection is to ensure that properties are maintained, and home values preserved. Visual inspections are conducted from adjacent public access and Association property. Inspectors may document the inspection with photographs. During each inspection all exterior elements located on each property are evaluated in terms of compliance with the Ghent Square Architectural Guidelines, including needed maintenance such as painting, roof repair, windows, damage, etc. Those properties with unauthorized changes or requiring maintenance are then cited in writing. Inspection reports may also identify potential future maintenance problems. Homeowners are given a period of time to respond, make the necessary corrections, or appeal the ARB's decision to the BOD. Any cost incurred to bring the property into compliance is borne by the Homeowner. As authorized by the Declaration of Covenants, Conditions and Restrictions and policies adopted by the BOD, there may be penalties associated with failure to comply with citations issued.

Review and Approval Process

The ARB's second function is to conduct the Review and Approval Process for proposed projects. All exterior plans for construction, demolition, renovation, or landscaping of Ghent Square homes must be reviewed and approved by the ARB prior to the commencement of any work by the Homeowner. This process applies to projects which are visible from any public access or Association property.

Repairs or replacements which do not alter the appearance (original or ARB-approved modifications) do not require review and approval. This applies to in-kind replacement in structure, form, color and/or function.

Applying for ARB Approval

1. A Ghent Square ARB Request Application form (available at www.ghentsquare.org) has been developed to assist the Homeowner in requesting an ARB review. This form allows the Homeowner to describe the nature of each proposed alteration. The following is required for an ARB review:
 - (a) A full description of the project that includes relevant information such as: height, width, length, shape, color, size, product literature, material samples, and location of the proposed improvement. The ARB may require a copy of the estimate or contract that describes the project scope and material. The cost may be redacted. Photographs or sketches of similar completed projects, while not required, aid the ARB's consideration. A request to the ARB to approve a change in the shape or appearance of the exterior building structure shall include architecturally accurate drawings with plan and elevation views drawn to scale prior to consideration of the proposal. Requests for changes to fences or sheds may require a copy of the survey (plot). If the proposed improvements will have an impact on an existing drainage pattern, the proposed new drainage pattern must also be included. Homeowners may seek preliminary input from the ARB as an interim step prior to the submission to the ARB of additional information or more detailed drawings supporting their application for approval.
 - (b) In order for the ARB form to be complete, it must be initialed by each adjoining and/or facing property owner. Neighbors' signatures indicate they acknowledge being notified of the Homeowner's proposed work, not that they approve of the project. The completed form is then sent to Ghent Square management along with the supporting documentation. It can be scanned/emailed to management or dropped off at the Ghent Square clubhouse located at 852 Mowbray Arch, Norfolk VA 23507. There is a mail slot at the clubhouse through which the form may be deposited if no one is available at the time of drop off. Management will submit the form to the ARB.

Any non-applicant Homeowner who wishes to provide input about a proposed project should contact the Management Office. The information should be submitted prior to the next ARB meeting. The information may be submitted in writing or by email. In addition, the non-applicant Homeowner may attend the ARB meeting.
 - (c) To be placed on the monthly meeting agenda, the completed ARB form and any supporting documents (photos, redacted contracts, etc.) must be received by the GSCA clubhouse fourteen (14) calendar days prior to the next ARB meeting.
2. The ARB will meet once a month, or as required. ARB meetings are open to all Ghent Homeowners. The meeting may be conducted virtually and/or meeting location may change, so homeowners wishing to attend should confirm the location and/or link to the meeting prior to the meeting day.
3. Homeowners may not commence any construction/landscaping work until written ARB approval is received. The project must be completed as approved by the ARB. No deviation from the ARB's approved plans is allowed. Once approved, construction/landscaping must be completed within twelve (12) months of ARB approval.
4. If a proposal is denied by the ARB, the applicant Homeowner may, within thirty (30) days after the denial, request in writing that the ARB reconsider its decision. In such cases, the applicant Homeowner is encouraged to present new or additional information which might clarify the request or demonstrate its acceptability.

5. If an applicant or non-applicant homeowner has previously appealed to the ARB that it reconsiders its decision (item 4, above) and has again been denied by the ARB, they may subsequently appeal to the BOD by written notice within fifteen (15) days after the date of the final decision by the ARB. Copies of this notice of appeal shall be mailed to the applicant homeowner, to the ARB, and to any non-applicant homeowner who made a presentation or submitted evidence at the ARB proceedings. The Chair of the ARB or a designated member of the ARB will join the BOD, ad hoc, at the time of the appeals hearing.
6. ARB approval is not a substitute for compliance with the City of Norfolk's zoning ordinances and building codes. (See page 17 of this document for the relevant City of Norfolk codes.)
7. There is no fee if a homeowner submits a project within ARB jurisdiction prior to the commencement of work. **When a homeowner has initiated a project within ARB jurisdiction without prior approval, there shall be a \$50 “after the fact” application fee. If the project is not approved, removal, correction or modification of the project may be required.** A waiver of the \$50.00 fee may be approved by the ARB only in the most limited circumstances. Potential grounds to be cited for a waiver should address the following circumstances insofar as they are applicable to the application: shortness of applicant's residency period; applicant's lack of previous interaction with the ARB; the marginal visual impact of the project; and the clarity or lack thereof of the ARB's jurisdiction. ARB approval or rejection of a request for a fee waiver shall be accompanied by the ARB's rationale supporting its decision.

Guidelines for Building Alterations, Additions and Detached Structures

Ghent Square is made up of many building styles and various construction designs and materials. Specific areas contain buildings with similar form, scale, proportion, color and texture. It is important to emphasize that each specific living unit is a part of a larger building group. This applies to attached houses and to individual houses as well. Sensitivity to the overall design of the building group is essential to the character and architectural quality of the community.

Therefore, any addition, alteration or modification to an existing building, its landscaping, any exterior building or structure, or any construction of a new detached structure must have ARB approval. This applies to any changes/alterations visible from any public access or Association property.

Any addition, exterior alteration, modification or change to an existing building, structure or landscaping must be compatible with the design character of the original building. Any new detached structure must be compatible with the parent structure.

Materials and Colors

A homeowner's choice of materials and colors to be used within a renovation or new construction project are important and will be reviewed by the ARB as a part of its approval process. The design and color of these elements must be compatible with the architectural character of the individual home/building, neighboring homes/buildings, and the community as a whole.

In general, it is recommended to replace exterior materials with identical materials, conforming in dimension and finish to that which will be replaced. The ARB may, however, consider approving materials which differ from the original if these materials are compatible with the architectural character of the immediate vicinity and community as a whole. In addition, modern replacement materials for traditional wood, stucco, brick, etc., such as PVC, plastic lumber, fiber-cement board, imitation slate, etc., may be approved by the ARB, in whole or in part, if their use does not adversely affect the visual harmony of the immediate neighborhood and the community as a whole.

Exterior color changes may also be considered by the ARB, using the same standard of community compatibility. Contiguous residences in townhouse rows will be required to maintain closer color schemes than single-family structures.

Homeowners are invited to incorporate individual taste in the painting of front doors, where the greatest degree of variation is encouraged, in both townhouse settings and single-family settings.

Homeowners are encouraged to consult the Ghent Square Community Association for information on previously approved materials and colors that could affect design decisions. This is especially relevant for units within townhouse rows, for which standard colors and materials may have been previously specified by the ARB.

Roofs

Roof replacements using like kind, quality, profile and color materials do not require ARB review and approval. Changes to the color, composition, type or profile of shingles or other roofing materials require ARB approval. Roof replacement materials will be evaluated on architectural appearance, consistency with the structure's design and compatibility with adjacent structures and the community as a whole. Single family detached homes have more latitude in selecting replacement roof materials and colors. Sheds and home additions should match the home's main roof materials, color and appearance. Contiguous townhomes shall maintain the same shingle type and color to present a uniform appearance. Townhome owners replacing a roof shall utilize a shingle specification common to their townhome group. Once the ARB has approved a replacement shingle specification for a townhome group, the specification will be filed with the Ghent Square Community Association. Townhouse owners are encouraged to check whether roof replacement materials have been previously approved for their common structures. Contiguous townhouses with membrane-covered, very low-pitched roofs are exempted from color-matching constraints. However, when a choice of color is available, a color that matches adjacent townhouses is preferred.

Roof patching and partial roof replacements which result in a color mismatch, patchwork appearance or inconsistency with adjacent roof materials is not acceptable. The homeowner is responsible for assuring that a repair or replacement provides a uniform appearance. The homeowner shall notify their insurance company of this Association requirement when seeking insurance coverage for roof repairs or replacement.

Fences, Garden Walls and Trash / Recycle Enclosures

Fences and walls, enclosures for trash/recycle containers and the like are integral parts of the architectural and site design for each unit. Due to the closeness of residential units, careful consideration must be given to details, materials and colors for all fencing and walls. If an existing fence, garden wall, or trash enclosure requires replacement or repair, and the rebuilding uses the exact materials, material sizes, overall dimensions, colors, detailing and placement as the existing, no ARB approval is required. If, however, the proposed replacement will change *any* of these characteristics, prior ARB approval must be obtained.

The design and color of a fence, garden wall, or trash enclosure must be compatible with the architectural character of the individual home/building, neighboring homes/buildings, and the community as a whole.

A proposal for an entirely new fence, garden wall, or trash enclosure to be built in a location that previously was open space will also require prior ARB approval. Among other design considerations, the ARB will weigh the proposal's impact on the aesthetic quality of its immediate surroundings and that of the community at large.

Recommended/acceptable materials for fencing, garden walls, and trash enclosures include wood, brick, straight-picket wrought iron, or appropriate combinations of these. The finished side of fences must face the street, the neighboring or Association property. Other materials may be permitted if they do not adversely affect the visual harmony of the immediate neighborhood and the community as a whole. Plastic and vinyl fencing is discouraged.

The maximum height of a fence or garden wall is six (6) feet, as specified by the City of Norfolk regulations. Fences or garden walls on sloped ground should be stepped downward, with all upper surfaces running horizontally.

The City of Norfolk regulations also prohibit the construction of fences or garden walls that obstruct the sight line of vehicular traffic.

Recommended colors for wood elements are natural wood stains. Wood fence designs may have uniform or varying board widths and spacing. Metal elements should be black. Brick walls should match in color, size, and texture the brick facing on the home, other colors for these elements may be considered if they do not adversely affect the visual harmony of the immediate neighborhood and the community as a whole.

Fences are typically located only in back and side yards. Alternate locations may be considered in select areas. A fence which adjoins a neighboring fence must be compatible in appearance, material, color and height. The finished side of fences must face the street, the neighboring property or Association property.

Trash, garbage, recycling and storage containers must be kept out of sight and must comply with current City ordinances. The enclosure for any such receptacle or container should be compatible with the architectural character of the individual home/building, neighboring homes/buildings, and the community.

Whether on GSCA property or on a homeowner's property, placement of a dumpster or trailer requires prior approval by the ARB. Placement of a dumpster on a public right of way requires permission from the City of Norfolk.

City of Norfolk regulations state that trash and recycle containers and green waste should be placed outside no earlier than 5 pm the day before the scheduled pickup day and should be removed from the curb by 11:30 pm the following day.

Driveways and carports visible from any public access or Association property and Association property parking spaces shall not be used to store any containers for any purpose whatsoever with the exception of ARB approved trash and/or recycle container enclosures or screens.

Patios, Decks, Hot Tubs, Railings, Balconies, Pergolas

New or altered patios, decks, railings, walkways, balconies, pergolas, or exterior hot tubs that are visible when viewed from ground level on any public access or Association property require ARB approval. Submitted plans should address the element's design, its material, its color, and its placement on the property.

Patios constructed of brick, exposed-aggregate concrete and flagstone are encouraged.

Replacement wooden decks, balconies and railings must be identical in pattern to the existing pattern. If new, the deck, railing or balcony design must be compatible with adjacent or adjoining houses. In addition, the deck, railing or balcony must be constructed of weather-resistant materials.

A wide range of materials may be acceptable, including treated wood, naturally resistant wood, wrought-iron, stainless steel, brick, exposed-aggregate concrete, natural stone, composite materials (such as Trex), and others. Vinyl-coated, or solid vinyl elements may also be accepted if modest in character or distant from the public right-of-way. Painted steel is generally discouraged because of its likelihood to rust rapidly in this environment. The appropriateness of any specific material presented to the ARB will be evaluated by the general standard of neighborhood compatibility and community character, as well as by the specific technical standard of anticipated resistance to deterioration colors and design features will similarly be evaluated by the ARB using these standards.

Mechanical and Air Conditioning Equipment, Solar Panels

Mechanical and air-conditioning equipment including home generators should generally be installed in locations which are screened from public view. Equipment which is visible from a public access or Association property shall be situated to be unobtrusive and shall be screened using appropriate construction or landscape materials consistent with these guidelines. Window-mounted air-conditioner units are not permitted. Through-wall mounted air conditioning units may be approved where there is no feasible alternative.

Plans for replacement or installation of new equipment and/or screening visible from public access or neighboring properties or Association property shall be submitted to the ARB for approval prior to installation. The proposed

installation plans should detail the appearance of screening and equipment and should be compatible with the surrounding finishes, details and landscaping and be aesthetically unobtrusive.

Solar panels require ARB approval. The application should include details such as dimensions, number and location. The proposed installation plans should also detail the locations of electrical connections and any other equipment. The installation should be compatible with the architectural character of the individual home/building, neighboring homes/buildings, and the community.

Exterior Antennas

Installation of individually owned telecommunications antennas (such as satellite dishes, etc.) one meter (39.4 inches) in diameter or less do not require ARB approval, but homeowners are urged to use discretion in selecting the least visible location for the installation, avoiding especially any low-level installations on the primary face of the home. Larger telecommunication devices proposed for exterior installation must be submitted to the ARB for approval prior to installation. Wiring for satellite dishes and cable TV should be run internally. If internal wiring is not possible, the cable wire should run along trim or corner boards and under the skirt board trim to the maximum extent possible. In addition, wires/cabling should be bound together and grouped wherever possible. The design and color of these elements must be compatible with the architectural character of the individual home/building, neighboring homes/buildings, and the community.

Mailboxes / Slots, House Numbers and Name Plates

The City of Norfolk requires house numbers be displayed both on the front and rear of each residence to facilitate emergency service identification.

Mailboxes require ARB approval and must be designed, installed, and maintained in accordance with United States Postal Service regulations.

Lighting

The design and color of exterior lighting must be compatible with the architectural character of the individual home/building, neighboring homes/buildings, and the community.

Although pre-approval for exterior lighting is not a requirement, the design and color of exterior lighting must be compatible with the architectural character of the individual home/building, neighboring homes/buildings, and the community.

For reasons of safety and security the City of Norfolk strongly recommends that both front and back exterior lighting be lit at night.

Freestanding Objects

The placement of any freestanding object visible from the street or from Association property requires ARB approval. Examples include, but are not limited to sculptures, mermaids, flagpoles, basketball goals, birdbaths, etc.

Signs

Federal law permits displays of the American flag and political campaign signs. Campaign signs may be displayed for thirty (30) days prior to a primary, general, or special election. They must then be removed within ten (10) days following such election.

With the exception of the above, house numbers/address (see above), two (2) 'House for Sale' signs, and signs by contractors actively working on a property are allowed. Signs indicating security systems are also allowed. No further exemptions will be considered by the ARB. Signs visible to the public that are located on or within private residential property, GSCA property, {public right-of-way/verge} are not allowed in Ghent Square. This is in accordance with the

Declaration of Covenants of GSCA that specifies the exemptions to this rule. This includes, but is not limited to, banners, bunting, designs, emblems, flags, images, letters, monograms, notices, pennants, placards, posters, symbols, warnings, etc.

Landscaping Guidelines

Property owners are required by the City of Norfolk to maintain all landscaping on their property as well as on property outward to the curb-line, whether front, back, or side.

Maintenance includes the care of all visible plantings through watering, sweeping, weeding, edging, trimming, removing debris, leaf collecting in the fall, and treating for disease in order to maintain a cultured and cared for appearance. It is the view of the GSCA that properly nurtured landscaping is an indispensable component of community quality, no less so than proper building maintenance.

Landscaping Maintenance

Specific aspects of landscaping maintenance include the following:

- The maximum permitted height of grass is five (5) inches.
- The City of Norfolk will collect landscape cuttings if placed in clear plastic bags on regular weekly trash pick-up days (Tuesday).
- Homeowners should avoid sweeping cuttings or leaves into the street because these can clog stormwater drains and lead to flooding.
- Dead trees, shrubs, and bushes must be removed. Dead trees and branches on Community property should be reported to the Ghent Square Office at 757-627-5757. Dead trees and branches on City property should be reported to the Norfolk Parks Urban Forestry Department at 757-823-4023.
- On private property or GSCA property, the removal of large trees (in excess of four-inch [4"] diameter trunk) requires ARB approval. On City property no tree of *any* size is permitted to be removed by a private individual.
- Shrubs planted on GSCA or private property that obstruct site lines of streets at corners or interfere with pedestrian passage on sidewalks must be trimmed or removed by the property owner to eliminate these obstacles. Above sidewalks, eight (8) feet is considered minimum vertical clearance. Street trees on verges or public greenways may be trimmed by the City of Norfolk only. All trees on private or GSCA property must provide sixteen (16) feet of clearance over the roadway.
- Areas of bare dirt within visible landscape beds must be planted in accordance with these Guidelines provisions for Landscaping Design.
- Snow and ice removal from sidewalks adjacent to an owner's property is the responsibility of the homeowner and is required for public safety by the City of Norfolk.
- Landlords are responsible for the condition of their Ghent Square landscaping and are required to ensure that the leased premises are maintained according to these Guidelines.
- Caution! Many underground utilities (electric, gas, water, cable, phone, etc.) are buried underneath both the front and back of properties. Serious consequences and penalties can result in digging without permission. Call "Miss Utility" (811) before digging anywhere.

Landscape Design

As the rear yards of most of the homes, buildings and structures in Ghent Square are enclosed, fenced and private, individual taste and expression is encouraged in these locations. Landscaping that is visible to the public, however, must conform to a stricter standard of appearance, and changes to these areas require ARB approval. A Homeowner contemplating the modification of landscaping within a publicly visible area that falls within his or her responsibility for maintenance must submit a detailed plan, including plant specifications, to the ARB for consideration and approval. In

evaluating a proposed Landscape Plan, the ARB will consider whether any of the planned vegetation is liable to create future visibility or sight-line problems for drivers and pedestrians. If this is the expected outcome, or if extensive and frequent trimming will be required to avoid this problem, the ARB may find it necessary to require the applicant to devise and submit an alternative landscape solution. Among the standards to be observed are the following:

- Mulch is not a mainstay of landscaping and should not cover more than one-third (1/3) landscape areas or planting beds. Mulch should be an earth tone (brown, grey). Dead leaves are not acceptable ground cover.
- Mulch may be used in verges (the space between the sidewalk and the curb in the front of a residence) only as a filler between plants. Loose mulch may wash into the gutter and may clog storm drains.
- Vegetable gardens are permitted only in enclosed yards that are screened from public view. They are not acceptable in visible locations.
- Fields of stone or concrete pavers should never be used as a primary ground cover in any location visible to the public. Stones *may* be considered as limited accent features within a predominantly vegetative landscape plan. They may also be used to define paths, or in locations where flood conditions create special needs.
- If concrete pavers are incorporated into a landscape plan, they should be earth colored.
- Invasive, aggressive-growth plants and plants whose root systems damage sidewalks or utilities, such as bamboo and English Ivy, are discouraged.
- Artificial turf/grass is generally not allowed but may be approved by the ARB in select areas due to circumstances, such as in areas prone to flooding.
- Bare soil is not an acceptable component of any landscape design.
- Improvements to verges must comply with City of Norfolk regulations and must also be submitted for ARB approval. The ARB will evaluate landscaping plans using the same criteria applied to evaluation of building elements, namely, compatibility with neighboring properties and the GSCA community as a whole.
- The design of planting within verges (planting-strips between street and sidewalk) should comply with the principles outlined above and with City of Norfolk regulations. These City regulations include a prohibition on raised beds that will impede the flow of rainwater into the street. In addition, any feature (such as a picket fence) that will block a vehicle door from being opened on the curb side is not allowed.
- Plant material proposed for a verge should be low-growing, resistant to foot traffic, and not obstructive of drivers' sight lines or of the door-swings of parked vehicles.

Small stones are unacceptable in the verges because they may create a hazard to pedestrians and cyclists.

Miscellaneous

- **Exterior lighting** must not be directed in such a manner as to create annoyance upon neighboring property and must be in keeping with the character of the neighborhood.
- The placement of any **freestanding object** requires ARB approval. Examples include: **unapproved signs, sculptures, flagpoles, basketball goals, birdbaths, etc.**
- **Door knockers, mail slots, house numbers and name plates** of brass, silver or contrasting color will be considered if not obtrusive and if constructed of a non-rusting material.
- Unless an exemption is granted for the rear location, **house numbers** shall be installed on both the front and rear of each residence, to facilitate emergency service identification.
- **Mailboxes** require ARB approval and must be designed, installed, and maintained in accordance with United States Postal Service regulations.
- With the exception of two (2) 'House for Sale' **signs**, and signs by contractors actively working on a property and in any case no longer than 30 days, no other advertising signs are allowed unless permission is first obtained from the ARB. Political campaign signs may be displayed for 30 days prior to a primary, general, or special election.

- All **automobiles and motorcycles** parked on Ghent Square property must be operational, currently licensed, and inspected. Overnight parking or the **storage of boats, campers, recreational vehicles or trailers** of any description is not allowed outside of garages.
- Homeowners must maintain the **exterior of their home and property** in a neat and proper manner.
- Any unsightliness including lighted **window displays** (except seasonal decorations) oriented to be seen from public access ways or Association property will be considered to be in non-compliance with the ARB Guidelines and will be dealt with in accordance with the procedures established in the covenants and restrictions of the Association.
- Solar panels need to be approved by the ARB by completing and submitting an ARB Application (obtain applications on www.ghentsquare.org). When completing the application, you need to include details such as; confirmation that the panels are photovoltaic panels, dimensions, total number of panels, direction of roof on which the panels will be installed on, etc.
- Residents or tenants should refer any **questions regarding these guidelines** they might have about their own, neighboring, or Community property to the Management company. In some cases, examples/information of acceptable materials and solutions can be provided by the Management company. It is also included in this booklet.



TOWNHOME PAINT COLORS, SIDING, & TRIM, ETC. INFORMATION

**** Note:** Some of the information may be outdated, as materials, colors are discontinued. If a color, material, etc. is no longer available, please match it to the existing structure. If you find that some information up here is no longer valid, feel free to provide the new information to management.

BOISSEVAIN AVENUE

Townhomes:

- Siding Color = Benjamin Moore's Taupe Vinyl Acrylic Latex Stain, Base 4089-4A
- Trim Color = Benjamin Moore's Manor Brown, Vinyl Acrylic Latex Stain, Base 5089-4A

BOTETOURT GARDENS

600 Block of Botetourt Gardens (odd #s) Townhomes:

- Benjamin Moore's Platinum Gray

700 Block of Botetourt Gardens (odd #s) Townhomes:

- Siding Color = Benjamin Moore's Taupe Vinyl Acrylic Latex Stain, Base 4089-4A
- Trim Color = Benjamin Moore's Manor Brown, Vinyl Acrylic Latex Stain, Base 5089-4A

800 Block of Botetourt Gardens Townhomes:

- 801-803 Siding = Brick, Window Trim = White, Door Trim = Grey
- 807-811 Siding = Brick, Window Trim = White, Door Trim = Beige
- 813-819 Siding = Brick, Window Trim = White, Door Trim = Grey
- 824-832 Siding = Brick, Window Trim = Beige, Door Trim = White
- 834-842 Siding = Brick, Window Trim = Beige, Door Trim = White
- 825-835 Siding = Brick, Window Trim = White, Door Trim = Beige
- 837-847 Siding = Brick, some white/some beige

900 Block of Botetourt Gardens Townhomes:

- 901-905 Siding = Brick, Window Trim = Dark Brown, Door Trim = Beige
- 909-921 Siding = Brick, Window Trim = Dark Brown, Door Trim = Beige

1200 Block of Botetourt Gardens Townhomes:

- 1201-1233 Siding = Brick, Brown trim except # 1201 that has brown trim and beige door trim

300 Block of Botetourt Gardens Townhomes:

- 1301-1325 Trim = various combinations of black/white/dark brown/ red, door = all different colors (just apply for ARB approval)
- 1329-1337 various combinations of cream/dark grey/brown
- 1341-1349 siding = brick, window trim= black, door trim= beige
- 1353-1361 window trim = various combinations dark grey/beige, door trim= various combinations of dark grey/beige



TOWNHOME PAINT COLORS, SIDING, & TRIM, ETC. INFORMATION

COLONIAL AVENUE

Townhomes:

- 712-720 Siding = Brick, Trim = Beige
- 1002 – 1018 Siding = Brick, Trim = Beige
- 1100 – 1104 Siding = Brick, Trim = white
- 1110 – 1114 Siding = Brick, Trim = white

DEBREE AVENUE

Townhomes:

- 1302 – 1314 Siding = Natural Wood, Trim = Dark Brown
- 1316 – 1320 Siding = Brick, Trim = Cream
- 1322 – 1326 Siding = Brick, Trim = Cream
- 1354- 1360 Siding = Brick & Natural Wood, Window Trim = Dark Brown, Door Trim = Cream

LLEWELLYN AVENUE

Townhomes:

- 1103-1111 Trim = Original Color is Duron's Leightin Ivory Semi-Gloss Formula Mid tone Base B-28 C-Y 16 F-12.
Alternate Color is Benjamin Moore's Glo Soft Gloss Acrylic 096-2B/Gal-Gallon Formula:096-3B; OY 1x18, BK-6, OG-12, GY-15.75, BB-.50, BR-1
- 1119-1127 Brick (Grey Trim)
- 1131-1139 Trim = Original Color is Duron's Leightin Ivory Semi-Gloss Formula Mid tone Base B-28 C-Y 16 F-12.
Alternate Color is Benjamin Moore's Glo Soft Gloss Acrylic 096-2B/Gal-Gallon Formula:096-3B; OY 1x18, BK-6, OG-12, GY-15.75, BB-.50, BR-1
- 1217-1229 Brick (Grey Trim)
- 1233 – 1309 Brick/Benjamin Moore Soft Gloss Base – 096-3B, OY-2x27, RX-0x5.75, BK-2x22+9, GY-0x5.50
- 1313 Brick/Benjamin Moore Soft Gloss Base – 096-3B, OY-2x27, RX-0x5.75, BK-2x22+9, GY-0x5.50
- 1353-1361 Brick/Benjamin Moore Richmond Bisque per So

LLEWELLYN MEWS

Townhomes:

- 320-348 Brick (Cream and White)
- 1014-1027 Brick (Cream Trim)
- 1110-1115 Brick (Cream and White)



TOWNHOME PAINT COLORS, SIDING, & TRIM, ETC. INFORMATION

PENDER COURT

Townhomes:

- Even numbered homes Siding = Hardi-Plank is pre-approved, Trim = Benjamin Moore's Navajo White 72, Exterior Doors= Benjamin Moore's Navajo White 72 (may vary a little, can use the color palette to assist), Wood Shingles= Benjamin Moore's Hasbrouck Brown HC-71, Wood Fence = Benjamin Moore's Hasbrouck Brown HC-71
- Odd number homes Siding = Hardi-Plank is pre-approved, Trim= Benjamin Moore's Palace white

WEST PRINCESS ANNE ROAD

Townhomes:

- 329 Original Color is Duron's Leightin Ivory Semi -Gloss Formula Mid tone Base B-28 C-Y 16 F-12. Alternate Color is Benjamin Moore's Glo Soft Gloss Acrylic 096-2B/Gal-Gallon Formula:096-3B; OY 1x18, BK-6, OG-12, GY-15.75, BB-.50, BR-1
- 345-365 Brick (Med Gray Trim & Siding)
- 409-417 Brick/Benjamin Moore Richmond Bisque
- 416-424 Brick (White)
- 419-429 Brick/Benjamin Moore Richmond Bisque
- 426-436 Brick (White)
- 431-439 Brick/Benjamin Moore Richmond Bisque
- Shed Roofs for odd numbered side of Princess Anne from Botetourt Gardens to Colonial Ave. (Westover Mews)= GAF Slateline shingles, color Royal Slate.

RALEIGH AVENUE

Townhomes:

- Siding Color = Benjamin Moore's Taupe Vinyl Acrylic Latex Stain, Base 4089-4A
- Trim Color = Benjamin Moore's Manor Brown, Vinyl Acrylic Latex Stain, Base 5089-4A

SHIRLEY AVENUE

Townhomes:

- 301-317 Brick/Benjamin Moore Richmond Bisque
- 321-333 Brick/Benjamin Moore Richmond Bisque

VAN WYCK MEWS

Townhomes:

- 415-423 Brick (Beige Trim)



TOWNHOME PAINT COLORS, SIDING, & TRIM, ETC. INFORMATION

WESTOVER AVENUE

Townhomes:

- 300-316 Siding = White, Trim= Grey or White
- 320-328 Siding = Pale Lemon, Trim=White, Lantern Light= Sherwin Williams 6687
- 332-336 Siding = Pale Lemon, Trim=White, Lantern Light= Sherwin Williams 6687
- 340-356 Siding= Duron's Ceylon Cream, Trim=White,
- 422-436 Brick (Beige Trim)

WESTOVER MEWS

Townhomes:

- 408-416 Brick (White Trim)
- 420-422 Brick (Beige Trim)
- 432-434 Brick (White Trim)
- 437-439 Brick (White Trim)
- 441-443 Brick (White Trim)
- 447-449 Brick (White Trim)
- 450-454 Brick (Beige Trim)
- 464-468 Brick (Beige Trim)
- 472-480 Brick (White Trim)

ARTICLES OF INCORPORATION OF GHENT SQUARE COMMUNITY ASSOCIATION

In compliance with the requirements of Chapter 2 of Title 13.1 of the Code of Virginia of 1950, as amended, the undersigned have this day voluntarily associated themselves together for the purpose of forming a non-stock, non-profit corporation and do hereby certify:

ARTICLE I. NAME

The name of the corporation is Ghent Square Community Association, hereinafter called the "Association."

ARTICLE II. PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for the ownership, maintenance, preservation, and operation of the Common Area and Common Area Easements as defined in the Declaration, hereinafter mentioned; to provide architectural control of the individual properties, the Common Area and Common Area Easements; and to promote the health, safety and social welfare of the residents within the properties described in the Declaration, hereinafter mentioned, and for this purpose to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association, as set forth in that certain "Declaration of Covenants, Conditions and Restrictions," hereinafter called the "Declaration," made by Norfolk Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia, applicable to the Properties, therein defined and described, and recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, and, as the same may be amended from time to time as therein provided, said Declaration being, by this reference, incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incurred in connection with the performance of the Association's responsibilities under the Declaration and all office and other expenses incident to the conduct of the business of the Association, including the payment of all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of, real or personal property in connection with the affairs of the Association;
- (d) participate in mergers and/or consolidations with other non-profit corporations organized for similar purposes, or annex additional residential property and Common Area;
- (e) dedicate, sell or transfer all or any part of the Common Area or Common Area Easements to any municipality, public agency, authority or utility for such purposes and subject to such terms as may be agreed to by the members, as set forth in ARTICLE X hereof;
- (f) borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (g) have and exercise any and all powers, rights and privileges which a corporation organized under the aforesaid statutes of the Commonwealth of Virginia by law may now or hereafter have or exercise.

ARTICLE III. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- (a) "Declaration" shall mean that certain "Declaration of Covenants, Conditions and Restrictions" made by Norfolk Redevelopment and Housing Authority applicable to the Properties, therein defined and described, and duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 1354, at page 731, as the same may be amended from time to time.
- (b) "Declarant" shall mean the Norfolk Redevelopment and Housing Authority.
- (c) "Owner" shall mean the record owner of a fee simple title to any Site or Parcel of land which is part of the Properties described in the Declaration.
- (d) "Site" and "Parcel" mean all of the pieces or lots of real property to be conveyed for development as homesites within the Properties constituting the Ghent Square community in Norfolk, Virginia, all as more particularly defined in the Declaration.

ARTICLE IV. MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Site or Parcel shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Site or Parcel as defined in the Declaration. Ownership of such Site or Parcel shall be the sole qualification for membership.

ARTICLE V. VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners except that the Declarant shall not be a Class A Member until the Class B membership terminates. Class A Members shall be entitled to one vote for each Site in which they hold the interest required for membership by ARTICLE IV above. When more than one (1) person holds such interest in any Site, all such persons shall be Members, and shall execute and deliver to the Secretary of the Association a Certificate duly executed by all of such Owners designating the person who shall be authorized to cast the vote allocated to the Owners of said Site. Said Certificate shall be valid until revoked by a subsequent Certificate. Unless and until said Certificate is filed with the Secretary of the Association, the vote of such Owners shall not be considered for the purpose of determining a quorum or for any other purpose.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for so long as the Class B membership exists. The Class B membership shall cease and/or be converted to Class A membership (a) upon written notice of the Association, or (b) when the Declarant no longer owns a Site or Parcel within the Properties (as defined in the Declaration), or (c) on December 31, 1995, whichever shall first occur.

Class A Members shall be entitled to vote only after their Site has been improved with a dwelling unit certified for occupancy by the City of Norfolk or as "completed" by the Declarant.

ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association may, subject to the limitations contained in the Declaration, annex additional residential property and Common Areas to the Property described in the declaration, or any amendment thereto, and so add to its membership under the provisions of ARTICLE IV, hereof.

Section 2. For so long as the Class B membership exists, the Declarant may in its sole discretion annex any additional lands within the boundaries of Granby Street, Twentieth Street, Colonial Avenue and Olney Road in the City of Norfolk, Virginia, by an amendment to the Declaration, executed by the Declarant and recorded in the appropriate Clerk's Office as set forth in ARTICLE II (a) hereof, or by recordation of a Supplementary Declaration.

ARTICLE VII. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who need not be Members of the Association. The number of Directors shall be fixed by, and may be changed by amendment of, the Bylaws of the Association. In the absence of a Bylaw fixing the number of Directors, the number shall be seven (7).

As long as the Class B membership exists, the Board of Directors (hereinafter "Board") shall consist of Directors appointed by the Class B Member to serve at the pleasure of the Class B Member, and Directors elected by the Class A Members. The number of appointed and elected Directors shall be determined as set forth below. Upon termination of the Class B membership, all Directors shall be elected by the Class A Members.

The initial Board shall be as designated herein and shall serve until the first Annual Meeting of Members. At and after the first Annual Meeting the Directors shall be appointed and/or elected in accordance with the following procedures:

1. Composition. The apportionment of the Board between appointed and elected Directors shall be as follows: At the first Annual Meeting of Members, five (5) Directors shall be appointed by the Class B Member and one (1) Director elected for a term of one (1) year and one (1) Director elected for a term of two (2) years by the Class A Members. Thereafter, elected Directors shall be elected by the Class A Members for two (2) year terms. In the event the Association has fewer than ten (10) Members on the date of the first or any subsequent Annual Meeting, all Directors for the Association's

forthcoming year of operation shall be appointed by the Class B Member.

Six (6) weeks prior to subsequent Annual Meetings the Board shall determine the number of Directors to be elected by the Class A Members at the next Annual Meeting so that the number of elected director seats shall be equivalent to one (1) seat for each seventy (70) Class A votes outstanding and entitled to be voted as of sixty (60) days prior to the Annual Meeting date, but in no event shall the number of elected director seats be less than two (2) or more than five (5) so long as the Class B membership exists, unless the Association has fewer than ten (10) Members, in which case there shall be no elected Directors, as provided above. The remainder of the Directors shall be appointed by the Class B Member.

2. Method of Nomination. Candidates for election to the Board shall file a petition of candidacy, signed by not less than ten (10) Members, with the Elections Committee at least four (4) weeks before the Annual Meeting. The Elections Committee shall mail or otherwise provide to all Members a ballot containing the names of all bona fide candidates for elective seats who have so filed not less than ten (10) days before the Annual Meeting.

3. Method of Election. Election shall be by secret written ballot or proxy at the Annual Meeting or by ballot or proxy delivered to the Chairman of the Elections Committee prior to the start of the Annual Meeting. The Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

ARTICLE VIII. AUTHORIZED INDEBTEDNESS

The highest amount of indebtedness, direct or indirect, which this Association may incur at any one time, shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of the Class B Member, if any, and more than two-thirds (2/3) of the Class A membership.

ARTICLE IX. AUTHORITY TO MORTGAGE

Any mortgage by the Association of any property owned by the Association shall require the assent of the Class B Member, if any, and more than two-thirds (2/3) of the Class A membership.

ARTICLE X. AUTHORITY TO DEDICATE

The Association shall have the power to dedicate, sell or transfer all or any part of the real estate owned by the Association to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless and until it shall have the assent of the Class B Member, if any, and more than two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. At such meeting, the presence of Members or proxies entitled to cast the Class B vote, if any, and sixty percent (60%) of all of the outstanding votes of the Association's Class A membership shall constitute a quorum.

Additionally, no such dedication or transfer shall be effective unless an instrument, signed by the Class B Member, if any, and by Members entitled to cast more than two-thirds (2/3) of the votes of the Class A membership has been recorded, agreeing to such dedication or transfer, and unless a certificate of the Secretary of the Association also be recorded stating that written notice of the proposed action was sent to every Member not less than twenty-five (25) days in advance of such effective date of such dedication or transfer.

ARTICLE XI. REGISTERED OFFICE AND AGENT

The post office address of the initial registered office of the Association is 1640 Virginia National Bank Building, Norfolk, Virginia, 23510. The name of the city or county in which the initial registered office is located in the City of Norfolk, Virginia. The name of the Association's initial registered agent is Francis N. Crenshaw, who is a resident of Virginia, a member of the Virginia State Bar and a Director of the Association, and whose business office is the same as the registered office.

ARTICLE XII. INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors shall be seven (7), and the names and addresses of the persons who are to serve as the initial Directors, until the selection of their successors, are as follows

NAME	ADDRESS
David H. Rice	P. O. Box 968 Norfolk, Virginia 23501
Francis N. Crenshaw	1640 Virginia National Bank Building Norfolk, Virginia 23510
Howard W. Martin, Jr.	1640 Virginia National Bank Building Norfolk, Virginia 23510
Dennis Richardson	P.O. Box 968 Norfolk, Virginia 23501
J. Robert Draper	P. O. Box 968 Norfolk, Virginia 23501
Carl M. Hall	1107 First & Merchants Bank Building Norfolk, Virginia 23510
Wesley Wright, Jr.	269 Boush Street Norfolk, Virginia 23510

ARTICLE XIII. DISSOLUTION

The Association may be dissolved in the manner prescribed by the applicable statutes of the Commonwealth of Virginia, but only with the assent of the Class B Member, if any, and more than two-thirds (2/3) of the Class A Members. Upon dissolution of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency to be devoted, as nearly as practicable, to the same purposes as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes and uses to which they were required to be devoted by the Association. In no event shall any of the assets of the Association inure to the benefit of any individual or Member upon dissolution. Dissolution shall not in any way affect or impair the binding effect of the covenants and restrictions contained in the Declaration.

ARTICLE XIV. DURATION

The Association shall exist perpetually.

ARTICLE XV. MEETINGS OF MEMBERS

Written notice of meetings of Members shall be given as required by the applicable statutes of the Commonwealth of Virginia. The presence of Members or of proxies entitled to cast the Class B vote, if any, and sixty percent (60%) of the votes of the Association's Class A membership shall constitute an initial quorum.

ARTICLE XVI. AMENDMENTS

Amendment to these Articles may be made in the manner prescribed by the applicable statutes of the Commonwealth of Virginia, provided however, that no such amendment shall be effective without the assent of the Class B Member, if any, and more than two-thirds (2/3) of the Class A Members.

ARTICLE XVII. FHA / VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, as the case may be, should either have an interest in the Properties.

- (a) Annexation of additional properties;
- (b) Mergers or consolidations;
- (c) Mortgaging the Common Area or real estate of the Association;
- (d) Dissolution of the Association; or
- (e) Amendment of these Articles

Should such approval (or disapproval) not be received within thirty (30) days after submission by the Association of a written request for approval, such approval shall be deemed granted.

DATED this 25th day of May, 1976.

/s/ David H. Rice	(SEAL)
/s/ Francis N. Crenshaw	(SEAL)
/s/ Howard W. Martin, Jr.	(SEAL)
/s/ Dennis Richardson	(SEAL)
/s/ J. Robert Draper	(SEAL)
/s/ Carl M. Hall	(SEAL)
/s/ Wesley Wright, Jr. (Incorporators)	(SEAL)

STATE OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, Geoffrey F. Birkhead, a Notary Public in and for the City and State aforesaid, certify that David H. Rice, Francis N. Crenshaw, Howard W. Martin, Jr., Dennis Richardson, J. Robert Draper, Carl M. Hall, and Wesley Wright, Jr. whose names as incorporators are signed to the foregoing Articles of Incorporation, bearing date on the 25th day of May, 1976 have acknowledged the same before me in my City and State aforesaid. Given under my hand this 25th day of May, 1976.

/s/ Geoffrey F. Birkhead
Notary Public

My commission expires: September 17, 1976

BYLAWS OF GHENT SQUARE COMMUNITY ASSOCIATION

ARTICLE I. NAME AND LOCATION

The name of the corporation is GHENT SQUARE COMMUNITY ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1640 Virginia National Bank Building, Norfolk, Virginia 23510, but meetings of Members and Directors may be held at such places within the State of Virginia as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to GHENT SQUARE COMMUNITY ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration (hereinafter defined), and any annexations thereto.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of all or any of the Members' of the Association and so designated in the Declaration (hereinafter defined). As used in the context of these Bylaws, the term "Common Area" shall be deemed to include and embrace the term "Common Area Easement," where applicable.

Section 4. "Site" shall mean and refer to the numbered and/or lettered lots or sites on the real property or a similarly designated condominium housing unit shown on recorded plats of the Properties and which, is a part of the Properties, save and except the Common Area, the Common Area Easements and the Parcels.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Site or Parcel which is a part of the Properties, excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Assessable Unit" shall mean and refer to each and every Site (including condominium units) which has been conveyed by the Declarant to an Owner, and on which has been constructed a dwelling unit certified for occupancy by the City of Norfolk or as "completed" by the Declarant.

Section 8. "Declarant" shall mean and refer to the Norfolk Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia, its successors and assigns.

Section 9. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded subsequent to the recordation of the Declaration which extends the provisions of the Declaration to real property in the City of Norfolk, Virginia, other than that real property described on page 1 of the Declaration, or makes additional covenants, conditions and restrictions applicable to any of the Properties or portions thereof.

Section 10. "Parcel" shall mean and refer to any platted parcel of land within the Properties shown on any plat recorded on October 3, 1975, or thereafter which has not been subdivided into Sites, Common Area or Common Area Easements, including each portion of the Properties designated as "Parcel (Number and/or Letter)" on any aforesaid plat of the Properties or any portion thereof recorded by the Declarant.

Section 11. "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS applicable to the Properties, recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 1354, at Page 731.

Section 12. "Parcel Committee" shall mean and refer to those Members appointed or elected to represent the interests of the Owners of the Sites within a particular Parcel or group of Parcels at any meeting or meetings of the Association or the Board of Directors of the Association.

ARTICLE III. MEMBERSHIP

Every person entity who is a record Owner of a fee or undivided fee interest in any Site or Parcel shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the

performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Site or Parcel within the Properties. Ownership of such Site or Parcel shall be the sole qualification for membership.

ARTICLE IV. PROPERTY RIGHTS, RIGHTS OF ENJOYMENT

Each natural person Member who shall be in good standing shall be entitled to the use and enjoyment of the Common Area, or portions thereof, and the facilities thereon as provided in the Declaration. Any such Member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the Properties. Such member shall notify the Secretary of the Association, at least ten (10) days prior to the use of the Common Area and facilities, in writing, of the name or names of any such delegate(s).

The Board of Directors may from time to time establish or disestablish a non-voting recreational affiliation available to residents of "Ghent" (defined for this purpose as the residential area of the City of Norfolk generally bounded on the east by Granby Street, on the north by 21st Street, on the south by Brooke Avenue¹, and on the west by the Norfolk Southern Rail Yard¹) providing to such recreational affiliates the right to use and enjoy the Common Area and facilities of the Association, or portions thereof, on such terms, for such period of time, and according to such rules, regulations and fees as may be promulgated by the Board of Directors.

ARTICLE V. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors (hereinafter "Board"), who need not be Members. The initial Board of seven (7) Directors will serve until the first Annual Meeting; the number of Directors shall be seven (7). As long as the Class B membership (as defined in the Articles of Incorporation and the Declaration exists, the Board shall consist of Directors appointed by the Class B Member to serve at the pleasure of the Class B Member, and Directors elected by the Class A Members. Upon termination of the Class B membership, all Directors shall be elected by the Class A Members.

Section 2. Composition. The apportionment of the Board between appointed and elected Directors shall be as follows:

At the first Annual Meeting of Members, five Directors shall be appointed by the Class B Member and one (1) Director elected for a term of one (1) year and one (1) Director elected for a term of two (2) years by the Class A Members. Thereafter, elected Directors shall be elected by the Class A Members for two (2) year terms. In the event the Association has fewer than ten (10) Members on the date of the first or any subsequent Annual Meeting, all Directors for the Association's forthcoming year of operation shall be appointed by the Class B Member.

Six (6) weeks prior to subsequent Annual Meetings the Board shall determine the number of Directors to be elected by the Class A Members at the next Annual Meeting so that the number of elected director seats shall be equivalent to one (1) seat for each seventy (70) Class A votes outstanding and entitled to be voted as of sixty (60) days prior to the Annual Meeting date, but in no event shall the number of elected director seats be less than two (2) or more than five (5) so long as the Class B membership exists, unless the Association has fewer than ten (10) Members in which case there shall be no elected Directors, as provided above. The remainder of the Directors shall be appointed by the Class B Member.

Section 3. Method of Nomination. Candidates for election to the Board shall file a petition of candidacy, signed by not less than ten (10) Members, with the Elections Committee at least four (4) weeks before the Annual Meeting. The Elections Committee shall mail or otherwise provide to all Members a ballot containing the name of all bona fide candidates for elective seats who have so filed not less than ten (10) days before the Annual Meeting.

Section 4. Method of Election. Election shall be by secret written ballot or proxy at the Annual Meeting or by ballot or proxy delivered to the Chairman of the Elections Committee prior to the start of the Annual Meeting. The Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 5. Resignation and Removal. The unexcused absence of an elected Director from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any elected Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of an elected Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

¹ Affiliate member boundaries, amended and approved in July 1995 by the GSCA Board of Directors

Section 6. Compensation. No Director shall receive compensation for any service he may render to the Association in his capacity as a Director. Any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which the Directors could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI. MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly with or without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors, after not less than three (3) days' notice in writing to each Director.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Executive Sessions. All meetings of the Directors shall be open to observers, except that the Presiding Officer may call the Directors into executive session to discuss personnel matters or to hold hearings on infractions of published rules and/or regulations. Any action taken by the Board in executive session shall be recorded in the records of the Association's corporate affairs.

ARTICLE VII. ELECTIONS COMMITTEE

Section 1. Composition. The Elections Committee shall consist of a chairman, who shall be a member of the Board, and two or more other persons who are Members of the Association or members of the Board. The Elections Committee shall be appointed by the Board prior to each annual meeting of the Board, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

ARTICLE VIII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) appoint and remove officers of the Association and establish their compensation, if any;
- (b) adopt and publish rules, regulations and reasonable fees governing the use of the Common Area and facilities, and the personal conduct of the Members, associate members and their guests there on, and to establish penalties, within the limits set out in the Declaration and the Articles of incorporation, for the infraction thereof;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement, including a detailed financial statement, thereof at the regular Annual Meeting of said Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members (as defined in the Declaration and Articles of incorporation) who are entitled to vote;
- (b) supervise all officers of the Association and see that their duties are properly performed;
- (c) as more fully provided herein and in the Declaration,
 - (1) fix the amount of the Annual assessment against each Site at least thirty (30) days in advance of each Annual assessment period, as provided in ARTICLE VI of the Declaration; and
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

- (3) enforce the collection of assessments as more particularly set forth in ARTICLE VI. Section 10 of the Declaration.
- (d) issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain liability, hazard or other insurance for the protection of the Association and its Property;
- (f) cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) prepare, or cause to be prepared, on an annual basis, for each forthcoming fiscal year (as defined in ARTICLE XVII hereof), a complete, itemized and detailed operating budget of such fiscal year, which budget shall:
 - (1) be submitted to the Board for approval, and as approved (with or without modification by the Board), be adopted by resolution of the Board prior to each Annual Meeting of the Members, and as so adopted by the Board;
 - (2) be presented to the Members at such Annual Meeting, provided, however, that a copy of such budget shall be sent to each Member at least 30 days prior to such meeting, together with such resolution of the Board, and shall be approved and adopted or disapproved and rejected by the Class B Member, if any, and a majority of the Class A Members present in person or by proxy, as shall constitute a quorum in accordance with the provisions of Section 4 of ARTICLE X hereof; and
- (h) cause the Common Area, the Common Area Easements and facilities thereon to be maintained, and to that end, the Board of Directors shall secure the services of such independent contractor(s) and/or employ such persons as shall demonstrate and possess all of the suitable skills, experience, equipment and resources for the maintenance of the Common Area, the Common Area Easements and facilities thereon in a professional and attractive manner and the maintenance of all landscaped areas in a healthy condition and neat appearance:
 - (i) adopt and publish rules and regulations governing the use of the Common Area and facilities;
 - (j) fix, levy and collect fees or charges to be paid by recreational affiliates and to be paid for the reservation or rental of the Common Area facilities or portions thereof;
 - (k) designate depositories for Association funds and designate those officers, agents and/or employees who shall have authority to withdraw funds from Association accounts on behalf of the Association;
 - (l) set aside adequate reserve funds for operation of the Association and the maintenance, repair and replacement of improvements constructed on Common Areas and Common Area Easements;
 - (m) exercise its powers and duties in good faith and in the best interest of the Association, and to this end to avoid conflicts of interest.

ARTICLE IX. COMMITTEES

Section 1. The Board of Directors shall appoint an Election Committee, as provided in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purposes, such as (but not limited to):

- (a) A Recreation Committee** which shall advise the Board of Directors on all matters pertaining to the recreation program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;
- (b) A Maintenance Committee** which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Area, the Common Area Easements and/or facilities located thereon, and shall perform such other functions as the Board, in its discretion, determines; provided, however, that the duties and responsibilities delegated to this committee by the Board shall in no way relieve the Board of its ultimate responsibility for the maintenance, repair and improvement of the Common Area and Common Area Easements as is imposed upon the Board under the provisions of Section 2 (h) of ARTICLE VIII hereof.
- (c) A Public Relations Committee** which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board, make such public releases and announcements as are in the best interest of the Association; and
- (d) A Finance Committee** which shall supervise the annual audit of the Association's books and prepare the annual budget and statement of income and expenditures to be presented to the membership at its regular Annual Meeting, as provided in ARTICLE XI, Section 8 (d). The Treasurer shall be an ex officio member of the Finance Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate within the powers delegated to it by the Board or refer them to such other committee, director or officer of the Association as may be concerned with the matter presented.

ARTICLE X. MEETING OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the Members shall be held on the second Monday of December of each year at the hour of 7:15 pm.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, or the Class B Member, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the outstanding votes of the entire membership or who are entitled to vote one-fourth (1/4) of the outstanding votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, either personally or by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than fifty (50) days before the date of such meeting, to each Member entitled to vote thereat, addressed to the Member at his address last appearing on the books of the Association or at such other address as shall be supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting, if the applicable statutes of the State of Virginia require a longer period of notice, such statutory requirement shall apply.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast the Class B vote and twenty-five percent (25%) of the votes of the Class A membership shall constitute a quorum for any action, except as otherwise provided in the Articles of incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members present, in person or by proxy and entitled to vote thereat, shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid or such decreased quorum required pursuant to the Declaration shall be present or represented by proxy.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Site, or upon the expiration of ninety (90) days from the date of the proxy.

ARTICLE XI. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, and a Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for a term of one (1) year, unless they shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board at any meeting of the Board. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this ARTICLE XI.

Section 8. Duties. The duties of the officers are as follows:

- (a) **President** – The President shall preside at all meetings of the Board of Directors and of the Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and, other written instruments in the name and behalf of the Association and shall consign all checks and promissory notes.

- (b) **Vice President** – The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary** – The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such Other duties as are required by the Board.
- (d) **Treasurer** – The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented at the regular Annual Meeting of the Members, and deliver a copy of each to the Members.

ARTICLE XII. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principle office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each officer and Director of the Association in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, to which he may be a party by reason of being or having been a Director or officer of the Association. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Director or officer or person may be entitled by law or agreement, or vote of the Members or otherwise.

ARTICLE XIV. ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Declarant shall appoint an Architectural Review Board comprised of a chairman, who shall not be a Director, and two (2) or more Members. A quorum for Architectural Review Board action shall be three members. Upon termination of the Class B membership, the Architectural Review Board shall be appointed by the Board of Directors.

Section 2. Duties. It shall be the duty of the Architectural Review Board to regulate the external design, appearance, location and maintenance of the Properties and of improvements thereon and to regulate such, uses of property, as described in the Declaration.

Section 3. Procedures. The Architectural Review Board shall formulate general guidelines and procedures and submit them for confirmation to the Board of Directors. Such guidelines and procedures shall be considered adopted policy of the Association unless rejected by a two-thirds (2/3) vote of the Board of Directors within thirty days of the date of submittal. The adopted guidelines and procedures shall be printed and the Architectural Review Board shall act in accordance with such guidelines and procedures. Copies of the printed guidelines and procedures shall be available for inspection by the Members, and available for purchase at a reasonable cost.

Section 4. Amendment of Procedures. The Board of Directors may, at the request of the Architectural Review Board or on its own motion, amend or revise adopted guidelines and procedures in the manner set forth in ARTICLE XVI below for amending these Bylaws.

ARTICLE XV. CORPORATE SEAL

The Association shall have a seal, in circular form, having within its circumference the words: GHENT SQUARE COMMUNITY ASSOCIATION.

ARTICLE XVI. AMENDMENTS

Section 1. These Bylaws may be amended:

- (a) By a vote of two-thirds (2/3) of the Directors (with the assent of all Directors appointed by the Class B member) at any meeting of the Directors duly called for that purpose, providing that notice of the meeting and the proposed amendments has been given to the Members at least fifteen (15) days prior to such meeting; or
- (b) By the affirmative vote of the Class B Member, if any, and a majority of a quorum of Class A Members present in person or by proxy at an Annual or Special meeting of the Members.

Section 2. Amendments to these Bylaws shall become effective upon adoption.

Section 3. In the case of the conflict between the Articles on incorporation and these Bylaws, the Articles shall control: and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the original Directors of the Ghent Square Community Association, have hereunto set our hands this ___ day of _____, 1976 and so hereby adopt these Bylaws for said Association.

David H. Rice
Francis N. Crenshaw
Howard W. Martin, Jr.
Dennis Richardson
J. Robert Draper
Carl M. Hall
Wesley Wright, Jr.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 25th day of May, 1976, by Norfolk Redevelopment and Housing Authority, (hereinafter called "Declarant"), a political subdivision of the Commonwealth of Virginia;

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of certain real property in the East Ghent North Redevelopment Project, NOP Va. A-1-2, and the East Ghent South Redevelopment Project, NOP Va. A-1-1, in the City of Norfolk, Virginia, which property is more particularly described as follows:

All those certain pieces or parcels of land situate in the City of Norfolk, Virginia, in Projects NOP Va. A-1-1, and NOP Va. A-1-2, being known, numbered and designated as Parcel 2, Parcel 4-A, Common Area 4, Parcel 25-A, Common Area Easement-25, Parcel 26, Common Area Easement-26, Parcel 27- D, Common Area Easement-27, Parcel 28-A, Parcel 28-B, Parcel 28-C, Common Area Easement-28, Parcel 29-A, Parcel 29-B, Common Area Easement-29, Parcel 21-A, Common Area Easement-21, and Common Area 23-A-1, all as shown on a plat entitled "Ghent Square, Subdivision of a Portion of Plat of Botetourt, Section 1 & Section 2, Property of Norfolk Redevelopment and Housing Authority, Norfolk, Virginia, in Map Book 28, at pages 275-181 A and 275-181 B, together with any parcels, Sites, Common Areas, or Common Area Easements now or hereafter shown on any subdivision or resubdivision plats (as the same may from time to time be amended) of all or any portion of the lands described above.

SAVE AND EXCEPT so much of Parcel 26 mentioned above as is identified as 26-A on that certain plat entitled "Westover Square, Subdivision of a Portion of Ghent Square, Property of Norfolk Redevelopment and Housing Authority," dated August 15, 1975 and recorded in the aforesaid Clerk's Office in Map Book 28, at page 276-182.

WHEREAS, the Declarant desires to create on the property described above a planned community with permanent parks, playgrounds, open spaces, and other community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Common Areas and Common Area Easements and lawns and yards therein, and to this end desires to subject the real property described above, together with such additions as may hereafter be made thereto (as provided in ARTICLE IV hereof), to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities in said community the Declarant has incorporated, under the laws of the State of Virginia the Ghent Square Community Association as a nonprofit corporation and will delegate and assign to it the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents of the community; and

WHEREAS, the Declarant will convey the said Properties subject to certain protective covenants, conditions, restrictions, reservations, charges and liens, as hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described above (together with any property which may be annexed thereto under the provisions of ARTICLE IV hereof) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. These easements, covenants, restrictions and conditions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Ghent Square Community Association, a non-stock Virginia corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described in the Preamble and any annexations thereto as described in ARTICLE IV.

Section 3. “Common Areas” shall mean any numbered or unnumbered “Common Area” or “Common Area Easements” as shown on any presently or hereafter duly recorded subdivision plats of the Properties or portions thereof as the same may from time to time be amended.

Section 4. “Site” shall mean and refer to the numbered and/or lettered lot or site of real property or a similarly designated condominium housing unit which is a part of the Properties and which is shown upon the aforesaid plats or any hereafter recorded subdivision plats of the Properties, or any portion thereof, save and except the Common Area, the Common Area Easements and the Parcels.

Section 5. “Member” shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Site or Parcel which is a part of the Properties, excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Assessable Unit” shall mean and refer to each and every Site (including condominium units) which has been conveyed by the Declarant to an Owner, and on which has been constructed one complete dwelling unit certified for occupancy by the City of Norfolk or as “completed” by the Declarant.

Section 8. “Declarant” shall mean and refer to the Norfolk Redevelopment and Housing Authority.

Section 9. “Supplementary Declaration” shall mean any declaration of covenants, conditions and restrictions which is duly recorded subsequent to the recordation of this Declaration which extends the provisions of this Declaration to real property in the City of Norfolk, Virginia, other than that real property hereinabove described, or which makes additional covenants, conditions and restrictions applicable to any of the Properties or portions thereof.

Section 10. “Parcel” shall mean and refer to any platted parcel of land within the Properties shown on any plat recorded on October 3, 1975, or thereafter which has not been subdivided into Sites, Common Area or Common Area Easements, including each portion of the Properties designated as “Parcel (Number and/or Letter)” on any of the aforesaid plats or any subdivision plat of the Properties or any portion thereof recorded by the Declarant.

Section 11. “Parcel Committee” shall mean and refer to those Members appointed or elected to represent the interests of the Owners of the Sites within a particular Parcel or group of Parcels at any meeting or meetings of the Association or the Board of Directors of the Association.

ARTICLE II. MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Site or Parcel shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Site or Parcel within the Properties. Ownership of such Site or Parcel shall be the sole qualification of membership.

ARTICLE III. VOTING RIGHTS

Section 1. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in ARTICLE I except that the Declarant shall not be a Class A Member until such time as the Class B Membership terminates. Class A Members shall be entitled to one (1) vote for each Site in which they hold the interest required for membership by ARTICLE II. When more than one (1) person holds such interest in any Site, all such persons shall be Members, and shall execute and deliver to the Secretary of the Association a certificate duly executed by all of such Owners designating the person who shall be authorized to cast the vote allocated to the Owners of said Site. Said certificate shall be valid until revoked by a subsequent certificate. Unless and until said certificate is filed with the Secretary of the Association, the vote of such Owners shall not be considered for the purpose of determining a quorum or for any other purpose. In no event shall more than one (1) Class A vote be cast with respect to any Site.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for so long as the Class B membership exists. The Class B membership shall cease and/or be converted to Class A membership (a) upon written notice to the Association, or (b) when the Declarant no longer owns a Site or Parcel

within the Properties (including annexations thereto as provided for in ARTICLE IV), or (c) on December 31, 1995, whichever shall first occur.

Section 2. Class A Members shall be entitled to vote only after their Site has become an Assessable Unit.

ARTICLE IV. ANNEXATION OF ADDITIONAL PROPERTIES

The Association may annex additional residential properties and Common Areas to the Property described in the Preamble of this Declaration, and so add to its membership under the provision of ARTICLE II in the following manner:

- (a) For so long as the Class B membership exists the Declarant may in its sole discretion annex any additional lands within the boundaries of Granby Street, Twentieth Street, Colonial Avenue and Olney Road in the City of Norfolk, Virginia, by an amendment to the Declaration or by a Supplementary Declaration executed by the Declarant. The amendment or Supplementary Declaration shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia.
- (b) Additional real estate in the City of Norfolk within the boundaries set forth in (a) above, or contiguous to the Properties or any annexations thereto, or separated from the Properties or any annexations thereto only by a public street or public land may be annexed by an instrument executed by the owner(s) of such additional real estate, the Class B Member, if any, and not less than seventy-five percent (75%) of the Class A Members. Any such annexation shall be effective upon the recordation of said instrument in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia.

ARTICLE V. PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every natural person who is a Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Site, subject to the following provisions:

- (a) The Association may establish reasonable rules, regulations, charges and fees for the use of the Common Area or portions thereof;
- (b) Subject to the limitations set forth in (e) below, each natural person Member shall, for himself, his immediate family, and his invitees have an easement, right and privilege to use the entire Common Area for pedestrian traffic, recreation and (in such parking areas and vehicular entranceways as may now or hereafter be established) vehicular traffic and parking. The Association reasonably and uniformly limiting the use of such easements to the end that no Member, in the exercise of his right of easement, shall unreasonably infringe on the rights of other Members;
- (c) The Association, in accordance with its Articles of Incorporation and Bylaws, may borrow money for the purpose of improving the Common Area and facilities and aid thereof mortgage (which term shall include a Deed of Trust) the Common Area; the rights of such mortgagee (which term shall include the beneficiary of a Deed of Trust) in the Common Area shall be subordinate to the rights of the Members hereunder;
- (d) The Association may or transfer all or any part of the common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless and until it shall have the affirmative vote of the Class B Member, if any, and more than two-thirds (2/3) of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to every Member no less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. At such meeting, the presence of Members or proxies entitled to cast the vote of the Class B membership, if any, and sixty percent (60%) of all of the votes of the Class A membership, shall constitute a quorum. If the required quorum is not present at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the quorum requirement at any such subsequent meetings shall be the Class B Member, if any, plus one-half (1/2) the quorum of the Class A membership required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Additionally, no such dedication or transfer shall be effective unless an instrument, signed by the duly authorized representative of the Class B Member, if any, and Members entitled to cast more than two-thirds (2/3) of the votes of the Class A membership has been recorded, agreeing to such dedication or transfer, and unless a certificate of the Secretary of the Association also be recorded stating that written notice of the proposed action was sent to every Member not less than twenty-five (25) days in advance of such effective date of such dedication or transfer.

- (e) With respect to any Common Area and/or Common Area Easement wholly within a Parcel or contiguous to one or more Parcels with a common number prefix designation, the Association will, upon the written request of the Parcel Committee for the Parcel(s) within or adjacent to which said Common Area and/or Common Area Easement is located and subject to the concurrence of not less than two-thirds (2/3) of the Owners of the Sites or Parcel(s) within the Parcel(s) requesting a Supplementary Declaration, and not less than one-third (1/3) of the Board of Directors of the Association, record a Supplementary Declaration, as to such Parcel(s) restricting the rights of enjoyment and use of the Common Area and/or Common Area Easement within or adjacent to such Parcel(s) to the Members (and their family and invitees) owning or residing in or on Sites within such Parcel(s). No such Supplementary Declaration shall be recorded until such Members have reimbursed the Association for the market or depreciated value of any recreational improvements or facilities located on or within said Common Area and/or Common Area Easement to Members in their own rights who did not own or reside in or on a Site within the particular Parcel(s).
- (f) Upon recordation of the Supplementary Declaration as described in (e) above, all costs allocable to the management, maintenance, taxation or capital improvement of the restricted Common Area and/or Common Area Easement shall be levied, assessed and collected from the Members owning or residing in or on Sites within the Parcel(s) whose Members have so elected to restrict the Common Area and/or Common Area Easement within or adjacent to their Parcel(s).
- (g) When Common Area and/or Common Area Easement has been restricted at the request of a Parcel Committee by Supplementary Declaration as described in (e) and (f) above, no Member who does not have rights of use and enjoyment of said Common Area and/or Common Area Easement (other than Owners of Sites within such Parcel(s)) shall be required to pay assessments for management, maintenance, taxation or capital improvement or other costs allocable to said restricted Common Area and/or Common Area Easement.
- (h) No Supplementary Declaration as described in the foregoing paragraphs (e), (f) and (g) above shall be recorded with respect to Common Areas 23-A-1 and 4-A as shown on the aforesaid plats.

Section 2. Delegation of Use. Any natural person Member may delegate, by written statement filed with the Association's Secretary and in accordance with the Association's Bylaws, Rules and Regulations, his right of enjoyment of the Common Area and facilities to those members of his family or contract purchasers who reside on such Member's Site, or to a natural person or bona fide family renting such Member's entire Site for use as a dwelling.

Section 3. Title to the Common Area and Common Area Easements. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area and/or Common Area Easements to the Association, free and clear of all liens and encumbrances, except drainage and utility easement.

Section 4. Damage to Common Area or Facilities. In the event any Common Area or Common Area facility or amenity is damaged or destroyed by an Owner or his guest(s), tenants(s), licensee(s), agent(s) or family member(s), such Owner hereby authorizes the Association to repair any such damage or destruction at the expense of said Owner. The cost of such repairs shall be a Special Assessment Lien on the Site of such Owner until paid by the Owner.

Section 5. Obligations of the Association. The Association, subject to the rights of Members set forth above, shall be responsible for the management and control of the Common Area and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

ARTICLE VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Site by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association for each and every Assessable Unit owned by it: (1) Annual assessments or charges, (2) Special assessments for capital improvements, (3) Parcel assessments, and/or (4) Declarant assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual assessments, Special assessments, Parcel assessments and Declarant assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Sites and shall be a continuing lien upon the Site or Parcel against which each such assessment is made. Sale or transfer of any Site shall not affect the assessment lien. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Site or Parcel at the time when the assessment fell due.

Section 2. Purpose of Annual and Special Assessments. The Annual and Special assessments levied by the Association shall be used exclusively for the purpose of promoting recreation, health, safety, and social welfare of the

residents in the Properties through the ownership, improvement, operation and maintenance of the Common Area and Common Area Easements and the improvements thereon and the improvements thereon and the improvements thereon and the acquisition or construction of appurtenances thereto or thereon.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Site or Parcel to an Owner, the maximum Annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Site. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Site or Parcel to an Owner, the maximum Annual assessment may be increased by the Board of Directors of the Association without a vote of the membership in conformance with the rise, if any, from July of the previous year in which the Board takes such action, in the Consumer Price Index (as defined below), which increase shall be effective as of January 1 of the year following such action by the Board of Directors. The term "Consumer Price Index" as used herein means the index for the U.S. City Average published monthly by the U.S. Department of Labor, Bureau of Labor Statistics as the "Consumer Price Index- The United States and selected areas for urban wage earners and clerical workers, all items most recent index and percent changes from selected dates (1967 = 100)." If the basis on which said revised index on the basis of conversion factors, if any, published by the Bureau of Labor Statistics. If such conversion factors are not so published, the Board of Directors shall request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment which shall be applicable thereafter. If the Bureau of Labor Statistics shall be unable or unwilling to provide an appropriate conversion or adjustment, or if any index ceases to be published or otherwise becomes unavailable or unusable, the Board of Directors in good faith shall select an appropriate comparable index to be utilized as a substitute for the Consumer Price Index defined herein. The maximum Annual assessment may be increased above the amount allowed by the Consumer Price Index formula by the affirmative vote of the Class B Member and more than two-thirds (2/3) of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than twenty-five (25) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting, and the proposed budget to be considered. After consideration of the current operation and maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the Annual assessment at an amount not in excess of the maximum as defined above, but in an amount sufficient to meet the obligations imposed by this Declaration.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual assessments authorized above, the Association may levy, in any assessment year, a Special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Area, including the landscaping and the necessary fixtures and personal property related thereto, provided that any such assessment (except an assessment pursuant to Article V, Section 4, above) shall have the assent of the Class B Member, if any, and more than two-thirds (2/3) of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting; and provided further that the sum of all Special assessments to be collected in any assessment year shall not exceed an amount equal to the then current maximum Annual assessment. The terms of collection and expenditure of the Special assessment shall be as determined by the Board of Directors of the Association.

Section 5. Parcel Assessments. Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the Parcel(s) described therein. Parcel assessments shall be levied by the Association against Sites in one or more Parcel(s), using the basis set forth in the Supplementary Declaration for the particular Parcel(s), and said assessments shall be collected and disbursed by the Association. Parcel assessments shall be fixed by the affirmative vote of at least two-thirds (2/3) of the Board of Directors of the Association and shall be uniform with respect to each Site in the particular affected Parcel(s).

Section 6. Declarant Assessment. For a period of ten (10) years from January 1 of the year immediately following the conveyance by the Declarant of the first Site to an Owner, and for so long thereafter as the Class B membership shall exist the Declarant shall at the end of the Association's fiscal year contribute to the Association's treasury an assessment subsidy equal to the deficit (if any) between the Association's income from assessments and its actual operating expenses and reserves. The level of reserves shall be set by the Board of Directors with the concurrence of the Class B Member. Any Declarant assessment due hereunder which is not paid within thirty (30) days after its due date shall automatically be and become a continuing lien upon such unimproved Sites or Parcels owned by Declarant as may be designated by the Board of Directors of the Association in an instrument executed by the President and Secretary of the Board of Directors of the Association and duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia.

Section 7. Uniform Rate of Assessment. Annual assessments must be uniform for all Sites. Assessments may be collected on a monthly (or other periodic) basis.

Section 8. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 of this ARTICLE VI, the presence at the meeting of Members or of proxies entitled to cast the vote of the Class B Member, if any, and sixty percent (60%) of all the votes of the Class A Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in said Sections 3 and 4, and the required quorum (as to Class A Members) at any such subsequent meeting shall be one-half (1/2) of the required quorum of Class A Members at the preceding meeting.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for therein shall commence as to each site of the first day of the first month after the Site becomes an Assessable Unit. The first Annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual assessment against each Site at least thirty (30) days in advance of each Annual assessment period (which shall be the calendar year); but in the absence of such action by the Board of Directors the Annual assessment shall be in the amount last fixed; and for calendar year 1976, the Annual assessment shall be Two Hundred Twenty-eight Dollars (\$228.00) per Site. Written notice of the Annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Site have been paid. A reasonable charge may be made by the Board of the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If any such assessment or installment due with respect to a Site is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the percentage rate of six percent (6%) per annum, provided however, that the Board of Directors may waive such interest for good cause shown. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Site. For purposes of foreclosure, the procedures set forth in 55-59 of the 1950 Code of Virginia (as amended) shall be followed, and for such purposes, this Declaration shall be construed to be the deed of trust, the Owner shall be construed as the beneficiary. By acceptance of a deed for a Site, each Owner shall be deemed to consent to the foreclosure procedures referred to above (and the Declarant hereby consents to such procedures), and to appoint the Board of Directors as trustee for purposes thereof. Upon default in the payment of any one or more installments, the Association may declare the entire balance of such assessment due and payable in full, along with interest, costs and reasonable attorney's fees incurred, which shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Site. Class A voting rights appurtenant to a Site shall be automatically suspended for the entire periods during which the assessment or installment due with respect to such Site is delinquent for thirty (30) or more days after the due date. In such case, the rights of the Site Owner or delegate to enjoyment and use of the Common Area, Common Area Easements and facilities located thereon may be curtailed or suspended pursuant to any rules or regulations adopted by the Association.

Section 11. Subordination of the Lien to Mortgages. The Lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on any Site. Foreclosure of any such first mortgage or first deed of trust shall extinguish such lien for assessments due prior to such foreclosure (and such lien shall attach to any excess proceeds of the foreclosure) but no such foreclosure shall relieve such Site from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority or a municipality; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization (other than the Declarant) exempt from taxation by the laws of the State of Virginia. However, anything herein to the contrary notwithstanding, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Class B Member. At such time as the Class B membership no longer exists, the Architectural Review Board shall be appointed by the Association's Board of Directors.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvement located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner or to the Association shall be made or done without the prior written approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, painted, stained, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Association's Board of Directors, who may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

Section 5. Exemption for Declarant. The provisions of Section 3 above shall not be applicable to the Declarant.

ARTICLE VIII. USE RESTRICTIONS

Section 1. No dwelling (hereinafter referred to as "DWELLING") or building of any type shall be permitted on any Site or Parcel unless and until the plans, specifications, working drawings and materials therefore have been approved in writing by the Declarant. No DWELLING shall be constructed or permitted to be constructed upon any Site or Parcel situate within the Properties, hereinabove described, unless such DWELLING has a comparable cost basis (exclusive of land costs) equal to or greater than the contract minimum construction cost (exclusive of land costs) of \$45,000.00 per unit for the townhouse units approved by Declarant for construction on Parcels 29-A; 29-B; 28-A; 28-B; and 28-C, as shown on the aforesaid plats. The comparable cost basis shall be adjusted for the changes in building costs as measured by the proportionate changes in the Consumer Price Index (as defined in ARTICLE VI, Section 3, above), and weighted and adjusted pro-rata for proportional square-footage of the DWELLING to be constructed to provide comparable or better quality. Sites or Parcels within the Properties described on page 1 of this Declaration shall be used only for single-family residential purposes, and no multi-family rental housing or commercial uses shall be permitted on any such Site or Parcel. This restriction shall not, however, be construed to prohibit commercial or multi-family rental housing uses on Sites or Parcels annexed into the Properties by future Supplementary Declaration if such uses are permitted by the terms of the Supplementary Declaration(s).

Section 2. Declarant reserves for the benefit of itself and its successors and assigns the right to use the interior streets, driveways, and parking areas hereafter developed within the Properties for the ingress and egress in connection with the installation, repair, maintenance and/or replacement of utility lines of every kind and description within said streets and for any other lawful purposes. Declarant further reserves for the benefit of itself and its successors and assigns easements for the installation, repair, maintenance and/or "Common Area Easement" on the aforementioned plats and on the plat of any property which may be annexed hereunder, together with the right to use said areas for ingress and egress in connection therewith. Declarant further reserves the right, before and after the sale of any of the Sites, to transfer and assign any of the rights and easements herein described. Declarant covenants that it shall assign and convey to the Association any and all remaining rights and easements reserved herein upon sale by Declarant of the last Site.

Section 3. No obnoxious or offensive activity shall be conducted or permitted on any of the Sites, and nothing shall be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced in an DWELLING without the express written consent of the Class B Member and of the Architectural Review Board.

Section 4. No trailer, tent, shack, barn, garage, or other outbuilding shall be used on any Site at any time as a residence, either temporarily or permanently.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Site, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

Section 6. No DWELLING, building, fence, wall or other structure, including without limitation, trailers, tents, shacks, garages, carports, lawn sheds and barns, shall be commenced, erected or maintained on any Site, nor shall any addition to or exterior change or alteration thereon be made, nor any change in the present grades of said Sites be made, until plans and specifications showing the nature, kind, shape, dimensions, materials and exterior color scheme of such structure or

Site grade to be placed, altered or changed have been submitted to and approved in writing by the Class B Member and the Architectural Review Board. No fences shall be constructed on any Sites other than fences of wooden, brick or ornamental iron (or combination thereof) construction.

Section 7. No sign of any kind (except for one "For Sale" sign of the size and shape normally used onsite to advertise for sale a single-family detach DWELLING) shall be displayed to the public view on any Site, unless permission is first obtained in writing from the Architectural Review Board.

Section 8. No Site shall be used for maintained as a dumping ground for rubbish or scrap. Trash, garbage or other waste shall not be kept on any Site except in covered sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 9. Anything in Sections 1, 3, or 7 hereof to the contrary notwithstanding, during the period of time while Declarant, or any builder to whom Declarant has sold any Sites, is conducting the business of constructing and selling DWELLINGS, Declarant, or such builder with the consent of Declarant, may maintain such model DWELLINGS, sales offices, signs and other offices and activities as Declarant or such builder shall deem advisable in connection with such business.

Section 10. Unless otherwise provided in a Supplementary Declaration, the side wall of each DWELLING constructed along the side line of any Site abutting the side line of another Site shall be a party wall, and the Owner of each such abutting Site shall have an easement to use and maintain such wall as support for the DWELLING constructed or to be constructed on the respective Site. Declarant, and any assignee to whom such easement of support is expressly assigned, reserves the right, whether or not such easement is expressly reserved in any deed of conveyance of any Site, to grant such easement of support to the purchaser of any Site. The cost of maintaining any such party wall shall be borne equally between the abutting Site Owners using such party wall for support and so long as such wall is so used. To the extent not inconsistent herewith, the general rules of law pertaining to party walls and liability for property damage due to negligence or willful act or omission shall apply.

Section 11. All easements, rights and other benefits reserved by Declarant shall inure to the benefit of Declarant's successors and assigns.

Section 12. No Site upon which a DWELLING has been constructed shall be further subdivided or separated into smaller Sites by any Owner, and no portion less than all of any such Site, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this restriction shall not prohibit deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments.

Section 13. Except to the extent the Association provides exterior maintenance pursuant to a Supplementary Declaration of Covenants, each Owner shall keep and maintain all Sites owned by him and all improvements therein or thereon, in good order and repair and free of debris, and will accomplish the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Site shall fail to maintain the premises on said Site and the improvements situated thereon as required by this restriction the Association, after notice to the Owner or his Tenant or agent, shall be entitled to enter upon said Site and to correct drainage or to repair, maintain and restore the Site and the exterior of the Building and any other improvements erected thereon at the expense of said Owner. Such expense of said correction, repair, maintenance or restoration shall become a Special Assessment Lien against the Site until paid.

Section 14. Motor vehicles (including motor homes), boats, trailers, and recreational equipment shall be kept in garages, screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such purposes.

Section 15. All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. All motor vehicles, including, but not limited to trail bikes, motorcycles, and dune buggies shall be driven or parked only upon paved street and parking lots. No motor vehicles shall be driven on pathways or unpaved Common Areas.

Section 16. No clothes lines or other exterior clothes drying apparatus shall be permitted on any Site, except as approved in writing by the Architectural Review Board.

Section 17. Exterior television or other antennae are prohibited except as approved in writing by the Architectural Review Board.

Section 18. Storage, collection and disposal of trash and garbage shall be in compliance with rules and regulations promulgated by the Architectural Review Board.

Section 19. Trash, leaves and other similar materials shall not be burned within the perimeter of the Properties without the written consent of the Architectural Review Board.

Section 20. Only mail boxes and newspaper tubes meeting design standards of the Architectural Review Board shall be permitted, except for mail depositories which are the property of the United States Postal Service.

Section 21. No live tree with a diameter in excess of four (4) inches, as measured twelve (12) inches above ground level, and no trees in excess of three (3) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or crape myrtle) or as broadleaf evergreens may be cut down or removed without prior approval of the Architectural Review Board.

Section 22. The Architectural Review Board may issue temporary permits to except any prohibitions expressed or implied by these restrictions, provided the Architectural Review Board can show good cause and acts in accordance with adopted guidelines and procedures.

Section 23. Gas, electric and other utility services shall be underground to the buildings from the main distribution. No utility line or connection to any utility line at or above ground level shall be permitted.

Section 24. There shall not be effected or executed any agreement, lease, covenant, conveyance or other instrument whereby the sale, lease or occupancy of any Site is restricted upon the basis of race, creed, color, religion, sex or national origin.

Section 25. Each Owner will comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed color, religion, sex or national origin in the sale, lease or occupancy of Sites. Each Owner agrees, on behalf of himself, his successors and assigns, not to discriminate on the basis of race, creed, color, religion, sex or national origin in the sale, lease, rental, use or occupancy of any Site or any improvements thereon.

ARTICLE IX. EASEMENTS

Declarant, and any assignee to whom such right is expressly assigned, reserves the right, whether or not such right is expressly reserved in any deed of conveyance of any part of the Common Area and/or Common Area Easements to the Association, to grant easements over, along, under and through the Common Area and/or Common Area Easements to the City of Norfolk or any utility company for drainage or utility purposes.

For a period of eight (8) years from the date of recordation of this Declaration, the Declarant reserves unto itself and its assignees a blanket easement and right on, over and under the ground within all of the property described above to maintain and to correct the drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees bushes or shrubbery, to make any gradings of soil, to install drainage pipe and catch basins, and to take any other similar action reasonable necessary to correct such drainage, following which the Declarant shall restore the affected property to its original condition to the extent practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE X. GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Class A Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions by statute, ordinance or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or any Member, their respective legal representative, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the thirty year term or any ten-year extension period these covenants and restrictions are expressly terminated by a duly recorded instrument executed by not less than seventy-five percent (75%) of the Class A Members. This Declaration may be amended

by an instrument executed by the Class B Member, if any, and by not less than seventy-five percent (75%) of the Class A Members. Any amendment must be duly recorded.

Section 4. Public and Emergency Vehicles. The Association shall permit access to the paved interior streets and parking areas comprising a part of its Common Area or Common Area Easements by public-service type vehicles, including, without limitation, police and fire department vehicles, garbage trucks, other municipal vehicles or rescue squads, ambulance companies and utility companies, and, anything in Sections 1 (a), 1 (e), 1 (f) and 1 (g) or ARTICLE V hereof to the contrary notwithstanding, the Association shall not promulgate any rules and regulations which will materially interfere with the utilization of the said interior streets and parking areas by such vehicles.

Section 5. Development of the Properties. As long as there is a Class B Member, the Association shall not sue its resources or take a public position opposing the Declarant's plans for development of the Properties without the affirmative vote of the Class B Member. Nothing in this section shall be construed as limiting in any way the rights of any members acting as individuals or in affiliation with other members or groups.

Section 6. FHA / VA Approval. As long as the Declarant owns any Common Area, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration, as the case may be, if either has an interest in the Properties:

- (a) Annexation of additional properties;
- (b) Merger or consolidation of the Association;
- (c) Mortgaging the Common Area; or
- (d) Amendment of the Declaration.

Should such approval (or a disapproval) not be received within thirty (30) days after the submission by the Association of a written request for approval, such approval shall be deemed granted.

IN WITNESS WHEREOF, Norfolk Redevelopment and Housing Authority has caused this Declaration to be executed and ensealed by its Chairman and its assistant Secretary, thereunto duly authorized as of the day and year first mentioned above.

NORFOLK REDEVELOPMENT AND HOUSING
AUTHORITY

By _____
Chairman

ATTEST:

Assistant Secretary

STATE OF VIRGINIA, CITY OF NORFOLK, to-wit:

I, H. W. Martin, Jr., a Notary Public in and for the City aforesaid, in the State of Virginia, whose notarial commission expires on the 11th day of August, 1979, do hereby certify that Julian Rash kind, Chairman, and M. W. Lee, Assistant Secretary, respectively, of Norfolk Redevelopment and Housing Authority, whose names are signed as such to the foregoing writing bearing date of the 25th of May, 1976, have acknowledged the same before me in my City and State.

Given under my hand this 25th day of May, 1976.

By _____
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of the City of Norfolk, on the 26th day of May, 1976 at 2:35 p.m. This instrument was received and upon certificate of acknowledgement thereto annexed, admitted to record. The tax imposed by Sec. 58-54. 1 of the Code has been paid, in the amount of \$ _____.

TESTE: HUGH L. STOVALL, Clerk

By _____ D.C.

ENFORCEMENT OF GSCA RULES AND POLICIES

In case of the alleged violation of Ghent Square Rules, Regulations or provisions of the Covenants, Conditions and Restrictions, and when such alleged violation has been referred in writing to the Board of Directors (the "Board" of the Ghent Square Community Association ("GSCA")) by the Architectural Review Board, or upon referral to the Board by majority decision of the Board, the Board may hold a hearing, with notice as described below, to determine the nature and extent of such violation, pursuant to hearing procedures established by the Board. After the hearing, and upon deliberations and a finding that the violation has occurred, the Board may impose upon the responsible member such penalties, including fines or other assessments and/or suspension of facilities use, as may be determined by the Board.

Prior to the imposition of any such charges or suspension, GSCA shall give the responsible member (who shall be a member responsible for an alleged violation committed by the member, family members, tenants, guests or other invitees) an opportunity to be heard by the Board, and the opportunity to be represented by counsel before the Board. Notice of the hearing shall be delivered or mailed by registered or certified mail, return receipt requested, to such member, at the address of record with GSCA, no less than fourteen (14) days prior to the hearing.

Should the Board determine to impose a fine or assessment, the schedule of fines will be as follows:

For Each Single Violation:	\$50.00 each (or such larger amount as may be permitted by Section 55513 of the Virginia Code, as amended), plus actual expenses to correct the violation, plus attorney's fees if incurred.
For Continuing Violations:	\$10.00 per day for the duration of such violation - not to exceed 90 days — plus the single-violation amount set forth above, plus actual expenses to correct the violation, plus attorneys' fees if incurred.

The schedule of fines and assessments set forth above is to be deemed a guideline, and the Board has the right to modify the fines and impose other sanctions, penalties or conditions as necessary to fit the seriousness of the violation. Fines and assessments not paid within fifteen (15) days of imposition shall be treated as assessments against the member's property in Ghent Square and shall be subject lien and further collection action.

Policy Adopted 04/1999
Policy Revised 07/2000

APPENDIX

ANIMALS

Norfolk - Code of the City - Chapter 6.1 Animal Control and Welfare

ARTICLE IV. OFFENSES REGARDING ANIMALS

Sec. 6.1-71. Use of animals as prizes or inducements.

Sec. 6.1-72. Allowing animals to defecate on public property or on private property of other persons.

Sec. 6.1-73. Dead or disabled animals.

Sec. 6.1-74. Animals riding in open vehicles.

Sec. 6.1-75. Abandonment of animals.

Sec. 6.1-76. Nuisance animals.

Sec. 6.1-77. Failure to perform duties of ownership; penalty.

Sec. 6.1-78. Cruelty to animals.

Sec. 6.1-78.1. Cosmetic alterations to companion animals prohibited.

Sec. 6.1-79. Animals at large.

Sec. 6.1-80. Dangerous animals.

Sec. 6.1-81. Vicious animal.

Sec. 6.1-81.1. Procedural requirements to obtain summons for dangerous and vicious animals.

Sec. 6.1-71. Use of animals as prizes or inducements.

No person shall give away any live vertebrate animals as a prize for or as an inducement to enter any contest, a game or other competition or as an inducement to enter a place of amusement or offer such vertebrate as an incentive to enter into any business agreement, whereby the offer was for the purpose of attracting trade. (Ord. No. 39,717, § 2, 8-31-99)

Sec. 6.1-72. Allowing animals to defecate on public property or on private property of other persons.

It shall be unlawful for any owner or person in control of any animal to allow any animal to defecate on the property of other persons without their consent or that of the authorized agent or persons having control of the premises or on public property. Immediate removal and sanitary disposal of the defecated matter shall not constitute a violation of this section. The defecated matter shall be placed in a container and disposed of in a proper waste receptacle. A violation of this section shall constitute a class 3 misdemeanor. (Ord. No. 39,717, § 2, 8-31-99)

Sec. 6.1-73. Dead or disabled animals.

- a) It shall be unlawful for any person to place, cast, or throw any dead animal into a street, road, waterway, or other public place, to knowingly permit any dead animal to remain unburied upon his property, to retain custody of any maimed, diseased, disabled or infirm animal, or leave it to lie or be in a street, road, or public place.
- b) Violation of this section shall constitute a class 3 misdemeanor. (Ord. No. 39,717, § 2, 8-31-99)

Sec. 6.1-74. Animals riding in open vehicles.

- a) It shall be unlawful for the operator of any motor vehicle to place or keep an animal in any portion of such vehicle that is open in such a manner so as to permit such animal to jump out of or escape the vehicle or to be thrown from the vehicle by acceleration or stopping of the vehicle or by an accident involving the vehicle. The prohibited portions of a motor vehicle shall include, but not be limited to:
 - i. The open bed of a truck or upon a motorcycle; or

- ii. The rear storage portion of a vehicle with the tailgate, trunk or hatchback portion open or down.

For the purposes of this section, the operator of a motor vehicle shall be deemed to have control of any animal found therein.

- b) The provisions of this section shall not apply to:
 - i. Any person who operates a motor vehicle in which an animal is secured in a cage or carrier of adequate design and shape to protect the animal and prevent its escape;
 - ii. Any animal which is properly secured; or restrained, or tethered.
 - iii. Law enforcement animals.
- c) Violations of this section shall constitute a class 2 misdemeanor. (Ord. No. 39,717, § 2, 8-31-99)

Sec. 6.1-75. Abandonment of animals.

Any person who abandons any companion animal in any public place including the right-of-way of any public high-way, road or street or on the property of another shall be guilty of a class 2 misdemeanor. (Ord. No. 39,717, § 2, 8-31-99; Ord. No. 42,466, § 6, 11-21-06)

Sec. 6.1-76. Nuisance animals.

- a) It shall be unlawful for any owner or custodian of an animal to fail to exercise proper care and control of his animal to prevent it from becoming a public nuisance. Excessive, continuous or untimely barking, molesting of passersby, chasing vehicles, attacking other domestic animals, or trespassing upon school grounds or trespassing upon private or public property shall be deemed a nuisance.
- b) It shall be unlawful for any person owning or having in his possession or under his control any female dog or cat in estrus to fail to exercise proper care and control over such animal to prevent it from becoming a nuisance. Allowing said animal to be at large or to be tied or confined outside so as to attract other animals shall constitute a nuisance.
- c) It shall be unlawful for any person to carry or wear any live snake or reptile in public unless such snake or reptile is securely placed in an acceptable animal carrier so as to prevent escape or injury to the snake or reptile, another animal or a human being. (Ord. No. 39,717, § 2, 8-31-99; Ord. No. 42,466, § 7, 11-21-06)

Sec. 6.1-77. Failure to perform duties of ownership; penalty.

- a) An owner or custodian of an animal shall provide for each of his animals all the following:
 - i. Adequate feed;
 - ii. Adequate water;
 - iii. Adequate shelter that is properly cleaned and sanitized;
 - iv. Adequate space for the particular type of animal depending upon its age, size, species, & weight;
 - v. Adequate exercise;
 - vi. Adequate care, treatment, and transportation; and
 - vii. veterinary care when needed or to prevent suffering or disease transmission.
- b) The provisions of this section shall also apply to every animal shelter, pound, dealer, pet shop, exhibitor, kennel, groomer, and boarding establishment. This section shall not require that animals used as food for other animals be euthanized.
- c) The animal control officer, law enforcement officer or special police officer may enter any facility listed in subsection (b) during the facility's normal working hours to inspect for compliance with the provisions of this chapter or related laws.

- d) Game and wildlife species shall be cared for in accordance with regulations promulgated by the Virginia Department of Game and Inland Fisheries.
- e) Violation of this section shall constitute a class 3 misdemeanor. The second violation on the same animal shall constitute a class 2 misdemeanor. A subsequent violation on the same animal shall constitute a class 1 misdemeanor. Upon being found guilty of a third or subsequent violation related to the same animal, the court may order the confiscation of and the proper disposition of the animal. (Ord. No. 39,717, § 2, 8-31-99; Ord. No. 40,089, § 2, 8-22-00; Ord. No. 42,466, § 8, 11-21-06)

Sec. 6.1-78. Cruelty to animals.

- a) constitute cruelty to animals for any person to:
 - i. Override, overdrive, overload, torture, ill-treat, abandon, willfully inflict inhumane injury or pain not connected with bona fide scientific or medical experimentation, or cruelly, maliciously or unnecessarily beat, maim, mutilate, or kill any animal, whether belonging to himself or another;
 - ii. Deprive any animal of necessary sustenance, food, drink, medical care, or shelter;
 - iii. Willfully set on foot, instigate, engage in, or in any way further any act of cruelty to any animal;
 - iv. Carry or cause to be carried in or upon any vehicle, vessel or otherwise any animal in a cruel, brutal, or inhumane manner, so as to produce imminent threat of harm, torture or unnecessary suffering; or
 - v. Cause, permit or allow any of the above.
- b) A person found guilty of cruelty to animals may be ordered by a court not to own an animal within the city limits for a period of two (2) years from the date of conviction. Prosecution for violations of this section shall commence within five (5) years after commission of the offense. Prosecutions of this subsection regarding agricultural animals shall commence within one year after commission of the offense.
- c) Nothing in this section shall be construed to prohibit the dehorning of cattle. (Ord. No. 39,717, § 2, 8-31-99)

Sec. 6.1-78.1. Cosmetic alterations to companion animals prohibited.

It shall be unlawful for any person to cosmetically alter any companion animal. The only exception to this shall be for procedures performed under proper anesthesia, by a veterinarian licensed in the commonwealth. For purposes of this section, "tail docking", "ear cropping", "debarking" and "declawing" shall be considered cosmetic alterations. "Microchipping", "tattooing"; and "ear tipping" shall not be considered cosmetic alterations. (Ord. No. 42,466, § 9, 11-21-06; Ord. No. 42,541, § 1, 1-30-07)

Sec. 6.1-79. Animals at large.

- a) It shall be unlawful for the owner, custodian or other person in charge or control of any animal to permit or allow such animal to be at large within the city limits or to negligently fail to prevent such animal from being at large within the city limits. Animals are prohibited from being at large in trailer coach parks, mobile home parks, and apartment complexes and must be maintained in accordance with lease provisions. This section does not apply to law-enforcement animals.
- b) For the purpose of this section, an animal is deemed to be at large while roaming, running, flying or self-hunting off the property of its owner or custodian and not under the owner's or custodian's immediate leashed or lead control or secured in an appropriate animal carrier. An owner or custodian of an animal which has completed a certified off-leash obedience class may acquire an animal off-leash permit from the animal control officer. The animal control officer shall require proof of such class. Said permit shall be carried by the owner or custodian when the animal is off the owner's or custodian's premises. Said permit shall not apply to those public parks surrounding or adjacent to schools during days and hours that on-leash animals are prohibited pursuant to chapter 25.2 of this Code, 1979, as amended. Said permit shall not be needed when the animal is confined within an area designated

by the city manager for having animals off leash. The requirements of this subsection relating to leash control shall not apply to cats.

- c) Animals are prohibited at public swimming pools.
- d) Any animal picked up or detained by any city employee or on city property at any time shall become the custodial property of the city. If, after a five-day period commencing the day after it is impounded, an animal is not redeemed by the owner, the animal shall become the property of the city for disposition, except that certain wildlife or non-native species may be delivered to the zoological park for proper care and disposition. Such animals may be retained by the zoological park for display, exchange or may be reintroduced to the wild if such action is appropriate.
- e) The first violation of this section shall constitute a class 4 misdemeanor. The second violation on the same animal shall constitute a class 3 misdemeanor and subsequent violations on the same animal shall constitute a class 2 misdemeanor. Any owner cited for three (3) violations of this section may have his animals impounded or spayed and neutered at the owner's or custodian's expense. Costs for spaying or neutering shall be borne by the owner or custodian. (Ord. No. 39,717, § 2, 8-31-99; Ord. No. 43,299, § 1, 11-25-08)

Sec. 6.1-80. Dangerous animals.

- a) It shall be unlawful for any person to keep, harbor or maintain within the city a dangerous animal as defined in this chapter unless authorized pursuant to this section.
- b) The owner or custodian of any animal found to be a dangerous animal shall obtain a dangerous animal registration certificate from the animal control officer. Such registration shall be obtained within ten (10) working days of the determination. The fee for such registration shall be fifty dollars (\$50.00) in addition to other fees that may be authorized by law. The registration certificate shall be renewed annually. If the owner or custodian of an animal found pursuant to this section to be a dangerous animal is a minor, the custodial parent or legal guardian shall be responsible for obtaining the necessary certificates and complying with the terms of this section.
- c) The animal control officer shall provide the owner or custodian with a tag which identifies the animal as a dangerous animal. The owner or custodian shall affix the tag to the animal's collar and ensure that the animal wears the collar and tag at all times. Failure to display the tag as required herein shall constitute a violation.
- d) All certificates or renewals which are required to be obtained under this section shall only be issued to persons eighteen (18) years of age or older who present satisfactory evidence of all of the following:
 - i. The animal's current rabies vaccination and that the animal has been spayed or neutered;
 - ii. That the animal is and will be confined in a proper enclosure or is and will be confined inside the owner's residence or is and will be muzzled and confined in the owner's fenced-in yard until the proper enclosure is constructed. Such enclosure shall be a secure and locked structure of sufficient height and design to prevent escape or direct contact with or entry by minors, adults or other animals. Such structure shall provide the animal with shelter from the elements of nature;
 - iii. That the owner's residence is and will continue to be posted with clearly visible signs warning both minors and adults of the presence of a dangerous animal on the property;
 - iv. That the animal shall be kept muzzled and on a leash in such a manner as not to cause injury to people, other animals or itself whenever the animal is off the owner's property;
 - v. That the animal has been permanently identified by a means of a tattoo on the inside thigh or by electronic implantation, or other appropriate method; and
 - vi. That the owner will immediately upon learning of any of the following incidents, notify the animal control officer or his designee if the animal:
 - (a) Is loose or unconfined;
 - (b) Bites a person or attacks another animal;

- (c) Is sold, given away or dies; or
- (d) Has been moved to a different address.

Failure to perform each of the above items, shall constitute a violation of this section.

- a) No animal shall be found to be dangerous for any of the following reasons:
 - i. Solely because it is a particular breed or species;
 - ii. If the injury, damage or threat was sustained by a person or animal who was, at the time:
 - (a) Committing a crime upon the premises occupied by the owner or custodian; or
 - (b) Committing a willful trespass or other tort upon the owner or custodian's premises; or
 - (c) Provoking, tormenting, or physically abusing the animal or can be shown to have repeatedly provoked, tormented abused or assaulted the animal in the past; or
 - (d) A law enforcement animal which is engaged in the performance of its duties at the time of the acts
 - (e) The finding of any court as to the guilt of the owner or custodian of the animal under the provisions of this section shall not be construed in any way to affect the decision of the court as to the disposal of the animal in cases where the court may consider disposal advisable. Where an animal is dangerous without the knowledge of the owner, the court may order the animal destroyed without penalizing the owner. The owner or custodian shall bear the cost of impoundment and disposal of such animal.
 - (f) Notwithstanding the provisions of this chapter, upon the hearing or trial of any person charged with owning or having custody of a dangerous animal, the animal welfare board or the court in its discretion may find the person not guilty of this section, but guilty of nuisance animal, section 6.1-76 (Ord. No. 39,717, § 2, 8-31-99; Ord. No. 40,089, § 3, 8-22-00; Ord. No. 42,466, § 10, 11-21-06) Sec. 6.1-81. Vicious animal.
- b) It shall be unlawful for any person to keep, harbor or maintain within the city a vicious animal as defined in this chapter.

PARKING

To: GHENT SQUARE COMMUNITY ASSOCIATION RESIDENTS

From: Ghent Square Community Association Board of Directors

Date: May 1, 2013

Subject: **Parking Issues within Ghent Square**

It will come as no surprise to any of us that, like the rest of the City, Ghent Square is not immune from PARKING ISSUES. Your Board of Directors is well aware and struggles with finding viable solutions. We have worked with the City Police and Fire Marshal's Offices to open up some additional spaces (ex. Shirley Ave and Olney Mews), but there are simply a finite number of spots available. When Ghent Square was originally planned, the City calculated on parking for two vehicles per residence, which included your garages and/or your off-street parking aprons. Obviously in the 30 years hence, life has changed in Norfolk, and it is not unusual for families to have three, four, or more vehicles. The parking spots in the inner Courts and Mews, for those without city street parking, were originally intended for visitors, workmen, etc. Now, out of necessity, residents use them for overflow beyond their personal/private spots.

However, as we survey our area, we have noticed that many of our residents utilize their garages to store their "stuff" rather than their vehicles and/or do not use their parking pads, be it more convenient to use one of the common spots for whatever reason.

We trust you can appreciate our dilemma. In lieu of other alternatives, each with major downsides, your Board of Directors appeals to our residents for their cooperation in helping alleviate some of the congestion.

If you have a garage or pad, please use it daily for parking your vehicles. (a side benefit of garage use is it all but eliminates vehicular break-ins or theft)

If you have a driveway or apron that has room for a vehicle, please utilize it even if it means you sometimes have to jockey your vehicles to get to the one you need.

If you have a vehicle that is not being driven, rather than "store" it in one of the common spots, please consider alternative storage.

If you have available city street parking in front of your residence, please consider using that for your overflow vs. the prime spots behind your residence that may be needed by your neighbor without convenient city street parking available (we understand Llewellyn and Olney are exceptions).

Please require your guests and workmen to adhere to the same level of consideration and common courtesy.

In addition, our Security/Safety Committee stay on top of violators and concentrate on the known "hot spots". Part of our communal rules and regulations from the Architectural Review Guidelines state:

"All automobiles and motorcycles parked on Ghent Square property must be operational, currently Licensed, and inspected. Overnight parking or the storage of boats, campers, recreational vehicles, or trailers of any description is not allowed outside of garages."

We do our best to give ample warning to our residents, but persistent violators can and will be towed along with non-residents who trespass on Ghent Square private property. We also rely on you to be our eyes and ears in the community, so please report any violations or parking concerns to the Community Office. We appreciate names, but you may report anonymously as well.

Therefore, please recognize that in this high-density neighborhood, we all need to be considerate of our neighbors.

We welcome any comments or suggestions you might have. After all, we represent you and simply want what's best for all.

Sincerely,

Your Board of Directors

Trespass Enforcement Authorization Request

I hereby authorize sworn law enforcement personnel of the Norfolk Police Department to serve as persons lawfully in charge of my property located in the City of Norfolk for purposes of enforcing the trespassing laws of the Commonwealth of Virginia and the City of Norfolk. This is requested in an effort to deter criminal activity on my property. I agree to appear in Court and offer testimony, if necessary, in support of any law enforcement action resulting from this authorization.

By my initials, I authorize sworn law enforcement personnel of the Norfolk Police Department to serve as the persons lawfully in charge of my property for purposes of serving written notice and enforcement of the trespassing laws of the Commonwealth of Virginia and the City of Norfolk, Virginia on my property, pursuant to Code of Virginia Section 55-248.31:01 _____(initials) _____(date).

I acknowledge that a copy of this signed request will be retained on file with the Norfolk Police Department. I agree to make timely and appropriate notification to the Chief of Police when there are material changes to the agreement content (e.g. ownership changes, new contact information). I understand that this request for enforcement and authorization to act as my agents may be rescinded at any time. I agree to provide dated, written notice regarding such rescission.

Address of Property Where Enforcement Is Authorized
(list only one numerical address per form)

Company / Business name (if applicable)

Owner/Manager Name (printed)

Owner/Manager Name
(signature)

Date of Submission

Mailing Address

City / State / Zip Code

Home Phone

Business Phone

Cell Phone

Requests may be mailed or faxed to:

Trespassing Initiative
Field Operations Bureau
Norfolk Police Department
P.O. Box 358
Norfolk, Virginia 23501
FAX: (757) 664-3278
For information, call: (757) 664-3296

TEAR Number (official use only):

** Full-size form may be found online on TownSq*

Ghent Square Community Association Complaint Procedure Policy Resolution

WHEREAS, in accordance with Va. Code Ann. § 55-530(E), Ghent Square Community Association (“the Association”) is required to have a written process for resolving Association complaints from members and citizens. The Association’s Complaint Procedure shall conform to the requirements set forth in Va. Code Ann. § 55-530, the Common Interest Community

Ombudsman Regulation (“the Regulations”), and the Association’s governing documents, which shall not be in conflict with Va. Code Ann. § 55-530 or the Regulations.

WHEREAS, it is the intent of the Board of Directors to adopt a Complaint Procedure and Complaint Form that comply with Va. Code Ann. § 55-530, the Regulations, and the Association governing documents.

NOW THEREFORE, it is hereby RESOLVED that the Board of Directors of Ghent Square Community Association hereby adopts the following policy:

A. **DEFINITIONS.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association’s recorded documents.

B. **COMPLAINT FORM.** A member of the Association, resident, or third party alleging that an action, inaction or decision of the Association, the Board of Directors (“Board”), or the Managing Agent is inconsistent with state laws or regulations governing common interest communities must submit a formal written complaint (“Complaint”) using the Complaint Form attached hereto as Exhibit A to the Board of Directors for formal action or consideration of complaint as described in paragraph ‘F’.

1. Complaint Form Instructions and Attachments. A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual’s Complaint, and the specific action, result or resolution that is being requested. The individual submitting the Complaint Form (the “Complainant”) should provide on the Complaint form a reference to the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint. The Complainant must also attach to the Complaint Form a copy of any documents that the Complainant believes support the validity of the Complaint (not including laws, regulations or the Association’s governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting the Board’s Managing Agent.

C. **Mailing to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed to the attention of the Board’s Managing Agent at the following address:

Ghent Square Community Association
c/o Community Group, Inc.
4534 Bonney Road
Virginia Beach, VA 23462

D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be mailed by U.S. mail to the Complainant at the address provided on the Complaint Form, or by email if the Complainant has previously provided the Association with the Complainant’s written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association’s records copies of notices and acknowledgments mailed or emailed in accordance with Section H below.

E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant’s Complaint Form, the Board,

through the Managing Agent, shall provide the Complainant with written acknowledgment of the Association's receipt of the Complaint.

1. Incomplete Complaint. If it appears to the Board or the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.

2. Forwarding to the Board. If it appears to the Board or Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is sent to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

F. Formal Action – Consideration of Complaint by Board. All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at their next scheduled regular or special Board meeting, unless otherwise notified, and the Board shall decide what action, if any, to take in response to the Complaint.

1. Notice to the Complainant. The Managing Agent shall provide the Complainant with notice of the date, time and location of the Board meeting at which the matter will be considered by the Board. This notice may be combined with the acknowledgment of receipt referenced in Section D above.

2. Board's Decision on Complaint. The Board shall make a final determination on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant

(a) A decision that there is *insufficient information* on which to make a final determination on the Complaint or that *additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled meeting, of which the Complainant shall be notified. The Board, if needed, shall make a written request for additional information from the applicable party(s) specifying a deadline by which time the additional information must be received by the Board; or

(b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional requested information. No appeal process is available; the Board's rendered decision is final.

G. Notice of Final Determination. After the final determination is made, the Complainant will be provided with written notice of the Board's final determination from the Managing Agent. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination; and

2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and

3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. Records. The Managing Agent shall retain, as part of the Association's records, in the individual homeowner's file, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association's Board in response to such Complaint) for a period of at least one (1) year from the date of the Board's final determination on the Complaint.

On the following page is Exhibit A, the Complaint Form, which is hereby made part of this Resolution. The Complaint form contains instructions on how it is to be filed.

Sign, date, and print your name and address below and submit this completed form to the Association at the address listed above.

Printed Name

Signature

Date

Mailing Address

Lot/Unit Address

E-mail Address

Phone Number

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804-367-2941
CICOmbudsman@dpor.virginia.gov

** Full-size form may be found online on TownSq*

Ghent Square Community Association, Inc. Collection Policy

Be it resolved that the assessment collection policy for **Ghent Square Community Association, Inc.**, effective January 18, 2019 shall be as follows:

- I. The Board of Directors has elected to allow homeowners to pay the balance of the current annual assessment and the future annual assessment in equal quarterly installments. Quarterly assessments are due and payable on the first day of January, April, July and October.

- II. Upon default in the payment of any one or more installments, the Association may declare the entire balance of such assessment due and payable in full, along with interest, costs and reasonable attorney's fees incurred, which shall be added to the amount of such assessment. (Declaration: Section 10)

- III. Collection of past due accounts shall be as follows:
 - A. Accounts not paid by the last day of January, April, July and October shall incur a late charge of \$15.00.
 - B. Accounts not paid by the end of the quarterly month shall be sent a first late notice. A \$10.00 first notice collection cost will be charged to the unit account.
 - C. If payment is not received within thirty (30) days of first notice, a unit owner will be sent a final notice (via certified and regular mail), demanding payment in full within two weeks from the date of notice. A \$15.00 final notice collection cost and certified letter fee will be charged to the unit account.
 - D. Accounts not paid in full within the two-week demand period, shall be referred to the Association's attorney for collection. A \$25.00 referral to attorney collection cost will be charged to the unit account.
 - E. All payments received are applied to the oldest outstanding balance due.

- IV. For delinquent accounts referred to the Association's attorney for collection, the homeowner shall be responsible for all legal, collection and court costs.

Approved by GSCA Board of Directors on January 18, 2019

