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MEADOWLAKE FARMS CLUSTER HOMES ASSOCIATION RULES AND REGULATIONS



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MEADOWLAKE FARMS CLUSTER HOMES ASSOCIATION

Resolution Creating Consolidated Rules and Regulations

WHEREAS, Meadowlake Farms Cluster Homes Association, Inc, hereinafter referred to as the "Association," was created by Declaration on March 22, 1985 and said Declaration was recorded in the land records at the City of Hampton, Virginia Courthouse at Deed Book 719 Page 92; and

WHEREAS, the Articles of Incorporation of Meadowlake Farms Cluster Homes Association, Inc. provide that the Association shall 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 for Meadowlake Farms; and

WHEREAS, Section 13.1-826 of the Virginia Non-stock Corporation Act provides that the Board of Directors of a corporation shall have the power to do all things necessary or convenient to carry out its business and 13.1-826 Subsection 15 provides for the Board of Directors to exercise all powers necessary and convenient to effect any and all of the purposes for which the corporation is organized; and

WHEREAS, Article IV, Section One of the Bylaws of the Meadowlake Farms Cluster Homes Association, Inc. provides that the affairs of the Association shall be managed by a Board of Directors; and

WHEREAS, Article VII, Section One (A) of the Bylaws of the Meadowlake Farms Cluster Homes Association, Inc. provides that the Board of Directors has the power and responsibility to adopt and publish Rules and Regulations governing use of the Common Area and facilities and management of the Association.

BE IT RESOLVED, that the Rules and Regulations as they appear as follows hereby supersede and replace all previous Rules and Regulations and Policy Amendments previously recorded.

Some sections of these Rules & Regulations have been modified in order for the Association to be more responsive to the needs of the community. Please carefully review each section.

RULES & REGULATIONS

INTRODUCTION

In order to assure a safe and attractive residential living environment for all Meadowlake Farms Cluster Homes residents, the Board of Directors (BOD) hereby establishes a comprehensive policy that will permit and afford all residents quiet enjoyment of their property along with the protection of property values.

These Rules and Regulations are established and will be enforced by the Board of Directors or their appointed representative(s) in accordance with the Association's governing documents.

Failure to comply with any provisions of these Rules & Regulations by an owner, resident, tenant or guest may result in adverse action, which may include assessment(s) of monetary fine(s) and/or, loss of parking privileges on Meadowlake Farms Cluster Homes Association property.

Should any person feel that any facet of these Rules and Regulations are in any manner, discriminatory or, in some other manner, not appropriate for maintaining and protecting Meadowlake Farms residential environment or fiscal well-being for all its owners/residents then please contact the Board of Directors for resolution.

Members of the Association may, by a majority of the members in good standing, present in person or by proxy, at a meeting convened in accordance with the Declaration of Covenants, Conditions, and Restrictions and called for that purpose, repeal or amend any rule or regulation herein adopted by the Board of Directors

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1. APPLICATIONS & USE

- A. The rules and regulations stated herein shall apply to each unit (lot) owner and family, guest(s), agents of the owner, invitees, lessees and/or tenant's guests. Each owner shall be responsible and held accountable for the actions of their family members, guest(s), agents, invitees, or lessee(s) and lessees' family members, guest(s), tenant(s) or agent's actions. No owner shall occupy or use his town home (Lot), or permit the same, or any party thereof, to be occupied or used, for any purpose other than as a private, single family residence for the owner's immediate family, lessees, tenants, servants or invitees.
- B. It will be the property owner's responsibility, when renting their unit(s), to provide a copy of these Rules & Regulations to their tenant(s) or lessee(s) and to provide a copy of the lease agreement to the Association property management firm. It is required that each owner, upon renting their unit, have the tenant/lessee sign a Tenant Information Form acknowledging receipt and their understanding of these Rules & Regulations and to provide said form to the property management firm. Failure by any owner to provide their tenant/lessee with these Rules & Regulations will not relieve any townhouse resident from the obligation that they abide by these Rules & Regulations. The Association, Board of Directors and their appointed representative(s) cannot be held responsible for an owner's failure to provide a tenant/lessee with a copy of these Rules & Regulations.
- C. An owner may obtain a copy of the current Rules & Regulations by contacting the Board of Directors or their appointed representative, in writing or at <http://sites.google.com/site/mlfchoa>.

2. EXTERIOR & GROUNDS - USE AND MAINTENANCE

- A. Every owner shall take the actions necessary to assure that the exterior of their unit, including front and back yard, all buildings and/or structures located on their lot, is kept free of unsightly, unkempt, unhealthy or unsafe conditions. It is the responsibility of the lot owner to keep front/back yards, flower beds, if any, weeded. Shrubs, if located in front of windows, must be trimmed to approximately the bottom of the windows for safety, security and conformity of appearance purposes. Backyard grass must be neatly trimmed (no more than four (4) inches high except on newly established lawns). Lawns or hardscaping is required for soil stabilization. Trees, hedges, or shrubs may not restrict line of sight of vehicular traffic. Each owner will be responsible for the seeding, mulching, watering, mowing and trimming of the grass and the pruning and cutting of all trees and shrubbery on their lot (front flower beds and back yards) in accordance with the guidelines contained herein. The Association is responsible for the maintenance of all common areas.
- B. Vegetable gardens are prohibited in the front and/or on the side of any unit or on any common area.

- C. Yards, patios, decks and front stoops must be kept free and clear of unsightly objects or materials. Nothing shall be kept on any lot that emits or will cause obnoxious odors. This includes front, back and side yards, whether enclosed or not. Final determination will be made by the Board of Directors.
- D. Rugs, towels, clothes or other such articles shall not be hung on fences or other structures.
- E. Personal items and objects must be stored neatly inside property lines and, if the lot is fenced, items must be stored within the fence.
- F. Firewood must be placed and stacked in an orderly manner, off the ground, within the lot's backyard property lines or directly behind the lot's rear fence.
- G. Owners/residents may not appropriate, annex, encroach on or maintain any common area without prior written consent from the Board of Directors. A resident may not plant, landscape or place decorative/personal items on common area for their own personal use or benefit without prior written consent from the Board of Directors or managing agent.

NOTE: "Yard Sales" – are permitted on the owner's lot. Yard sales in the common area or parking spaces (because of the traffic congestion) are prohibited. Residents must comply with all York County requirements. Failure to do so will be considered a violation of these Rules and Regulations.
- H. Littering is prohibited.
- I. Each unit will display only one "set" of house address numbers. The Board of Directors reserves the right to designate the location, style, size, color of unit numerals for addresses.

3. WINDOW COVERINGS

- A. All window coverings that are visible from the outside must be white or off-white in color. Variations must be submitted to the Board of Directors in writing.

4. GARBAGE, TOTES, BULK ITEMS & RECYCLABLE ITEMS

- A. The storage of garbage and trash while awaiting collection is particularly important. Improper storage can lead to an unsightly curb appearance and litter problems.
- B. Storage of totes is only permitted directly behind a lot's rear fence. Tote storage in front or beside the unit is prohibited. All tote lids are to be kept securely shut at all times.
- C. In order to prevent garbage being blown onto common area, residents are required to "bag and tie" their garbage before placing it in their tote. Please do not "over-fill" your tote as this could add to the townhomes' litter problem. In order to prevent odors, be sure to clean your tote with soap and water as necessary.
- D. Recyclable items must be placed in an appropriate mobile tote. It is the resident's responsibility to procure and maintain their own totes.

- E. Trash and recycle totes may be placed curbside for pick-up after 3:00 pm the day prior to the scheduled pick-up and must be removed by 12:00 midnight the day of pick-up. Place your trash on the edge of your front yard; it should not be placed on the sidewalk.
- F. FOR SAFETY PURPOSES, bulk items (i.e., carpet remnants, furniture and appliances) may not be placed curbside until 3:00 pm the night before the scheduled pick-up. It is the owners' responsibility to contact the trash contractor to schedule a bulk pickup and they are responsible for the cost of such bulk pickup. If pickup is delayed or does not occur, FOR WHATEVER REASON, the items should be removed by midnight on the day of the scheduled pickup. All items placed curbside for pick-up must be placed neatly, and must not obstruct sidewalks. Loose household type items (i.e., shoes, articles of clothing, small appliances, picture frames, etc.) placed curbside may not be picked up. Please place these items in a trash bag or proper container.

5. SOLICITATIONS

No solicitation of any kind is permitted on the property unless a solicitation permit is obtained, in advance, from the Board of Directors. While some solicitors may claim to have a County solicitation permit, they do not have the right to trespass on Meadowlake Farms Cluster Homes' property.

6. NUISANCES – PUBLIC/PRIVATE - DISTURBING NOISES

- A. No nuisance, public or private, may be allowed in or upon any lot or the common area, nor shall any use or practice be allowed which interferes with the peaceful occupancy and use of any town home or the Common Area by residents. Anything that reasonably annoys and disturbs a resident of the community, rendering the normal use or occupation of their property physically, or otherwise, uncomfortable, may be considered a nuisance.
- B. A public nuisance is one that affects others living in the community. This may include, but not be limited to: loud noises, music, the unprovoked continuously barking of a dog, discharging of firearms - including BB guns, paint ball guns, fireworks or any other related public nuisance. Any animal, which has been declared as "vicious" by Animal Control Division, will be considered a public nuisance.
- C. A private nuisance is one that affects one's personal interest in the private use and enjoyment of their property by any type of liability-creating action. This may include, but is not limited to willful destruction of private property, unsightly conditions and/or unsafe or dilapidated structures (i.e., dog houses, trash piles, playhouses, decks, dilapidated fences etc.) or any other related private nuisance.
- D. No resident or their guest(s) will make or permit to be made any disturbing noises or permit any acts which will unreasonably interfere with the rights, comforts or conveniences of any other resident. This may include, but not limited to loud, disturbing noises from any unit (lot) or vehicle is strictly prohibited. This includes, but is not limited to: the loud playing of radios in

vehicles or units (lot), the playing of loud music in cars and units (lot) while washing or waxing vehicles and working outside the unit (lot); "revving" engines or loud mufflers on vehicles; vehicle alarms and home security alarms.

E. The use of fireworks is prohibited.

7. VEHICLES & PARKING SPACES

- A. Owners in good standing with the Association will be granted the use of two (2) assigned parking spaces. Parking space assignments are not subject to deed conveyance by lot owners. The use of all parking spaces is under the control of the Association and no owner or resident will be permitted to cause waste or damage to any parking space. Any Owner who is more than sixty (60) days delinquent in their assessments will be subject to losing their right to park vehicles in any Meadowlake Farms Cluster Homes parking area. **NOTE TO RENTERS!** This restriction shall also apply to Owner's family members, guests, tenants, invitees, and others.
- B. Residents are not permitted to park their additional vehicles in designated "Visitor" spaces.
- C. Except for parking authorized types of vehicles in the designated parking spaces, nothing will be stored or placed in an assigned space without the prior written consent of the Association since the weight of the object may cause damage to the parking pad. POD storage containers may be parked in an assigned space for up to 30 days. Owners must inform the Association when the need for a POD arises.
- D. Residents in need of a handicapped parking space should contact the Association for alternate parking space assignment.
- E. The Board of Directors reserves the right to implement a decal (or similar) system to identify vehicles which are owned by Meadowlake Farms Cluster Homes residents.
- F. No signs, initials, numbers storage containers or other additions or alterations to parking spaces may be painted, displayed, or erected by any resident without prior written approval from the BOD or their appointed representative.

8. PARKING & PROHIBITED VEHICLES

- A. Vehicles may be parked only in designated parking spaces and areas. Only one (1) vehicle is to be parked in one (1) assigned parking space at any given time with the exception of motorcycles that may be parked in front of another vehicle and parallel to the curb. The rear vehicle may not extend into the street. Parking vehicles in a diagonal or parallel manner so as to occupy two parking spaces other than those assigned is prohibited.
- B. Vehicles parked so as to block any portion of a sidewalk or any portion of a parking apron, or as to prevent ingress or egress of other vehicles to adjacent parking spaces or street will be subject to immediate towing.
- C. No resident or guest may park a vehicle in another resident's assigned parking space without prior authorization from the resident to whom the space is

- assigned. Vehicles parked without authorization are subject to immediate towing. **Any Meadowlake Farms resident, finding an unauthorized vehicle parked in their assigned space, may call Pete's Towing at 757-596-2000 to have that vehicle towed.** Any vehicle towed by the Association's authorized towing agent will be at the complete expense and risk of the vehicle's owner.
- D. Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles raised on jacks or blocks or parked with any wheel(s) off the ground, for any reason. No vehicle may be driven, parked on a sidewalk or common area unless prior written permission is obtained from the Association. Any vehicle parked on common area without written authorization is subject to immediate towing.
- E. No vehicle shall be parked in a Meadowlake Farms Cluster Homes parking space, covered with a car-cover or not, displaying an expired city, county or state license, registration or expired inspection sticker. (If you must temporarily park a vehicle displaying an "inspection rejection" sticker" you must notify the Board of Directors immediately and provide a date when the repairs will be completed; failure to do so will result in the vehicle being subject to immediate towing. All vehicles must be maintained in accordance with the laws and ordinances of the Commonwealth of Virginia and the County of York. The Association reserves the right to lift any cover to verify license and operational condition of any vehicle.
- F. Spaces marked "Visitor" are for Meadowlake Farms Cluster Homes Association non-resident parking only. If a resident parks their vehicle(s) in a "Visitor" space, at any time, that vehicle will be subject to towing without notice. In order to prevent the towing of your visitor's vehicle, it will be the owner/resident's responsibility to notify the Board of Directors if you will be having a visitor parking in a visitor's space for an extended period (greater than two weeks). Failure to do so may result in that visitor's vehicle being towed.
- G. Vehicles prohibited from parking on Association property (assigned parking spaces) include:
1. Recreational vehicles such as boats, boat trailer, or other type of trailer, whatsoever;
 2. Motor homes or self-contained campers;
 3. Camper slip-on where the back of the camper is higher than the roof line of the cab of the truck
 4. Mobile home, trailer, or fifth wheel vehicle;
 5. Pop-up camp/tent trailer or similar recreation oriented portable vehicle(s) or transportable facility or conveyances;
 6. Any other vehicles not defined above which are not normally or regularly used for daily transportation, including but not limited to dune buggies, all-terrain vehicles, non-operational vehicles, derelict (abandoned) or junk (defined as a vehicle which is missing any essential parts, such as, but not limited to, tires (flat) , wheels,

engine, brakes, windows, lights and lenses, exhaust system, etc., that are necessary for legal operation of the vehicle on public streets), automobile collections or other automotive equipment not licensed for use on the highways of Virginia;

- 7. Any vehicle with visible commercial equipment or logo except vendors or contractors providing commercial services to a resident. Such vehicles may not be parked overnight.
- 8. "For Hire" vehicles such as cabs, unless it is for the sole purpose of picking up or discharging fares;
- 9. Private or public school or church buses;
- 10. Any oversized truck/vehicle (i.e., more than a 5,000 lbs. loaded or weighing more than two-and-one-half (2-1/2) tons empty weight (E.W.) irrespective of whether or not such vehicle otherwise complies with the provisions of these Rules & Regulations.
- 11. Any vehicle longer than 18 feet or wider than 8 feet, irrespective of whether or not it otherwise complies with the provisions of this article;
- 12. All vehicles that are a hazard or a nuisance by noise, exhaust emission, or otherwise.

- H. Residents who drive their commercial vehicles home should notify the Board of Directors in writing prior to parking their vehicle in parking spaces overnight. Any permission given will only be temporary and can be revoked by the Board of Directors at any time.
- I. Long term parking (two weeks or more) of any vehicle not "in use" is prohibited. Special consideration will be given to residents being deployed overseas for extended periods of time.
- J. All vehicles, while parked on association property, must conform to York County and State of Virginia codes, ordinances, and statutes. All vehicles must bear current licenses, registrations, stickers and certifications as required by the County and the Commonwealth.
- K. Any "prohibited" vehicle as described above, unless noted otherwise, will be subject to towing twenty-four (24) hours from the date the lot owner and/or resident is served with a notice for a first offense, and will be subject to immediate towing without warning notice for any subsequent offense(s).
- L. Any vehicle towed by the Association's authorized towing agent will be at the complete expense and risk of the vehicle's owner.

9. VEHICLE MAINTENANCE

- A. Minor repairs that take less than 48 hours to perform are permitted. Repairs which require that the vehicle be raised, either by a jack, blocks or ramp, for prolonged periods of time are prohibited. Under no circumstances is that vehicle to be left unattended at any time. Vehicles parked in such a manner will be subject to immediate towing.

- B. Performing major, repairs on vehicles, whether raised or not, such as the restoration, rebuilding, painting or replacement of any motor vehicle system while parked in an assigned parking pad is prohibited.
- C. Vehicles may be washed &/or waxed while parked in a parking space. Driving a vehicle onto any portion of common area so it may be washed/waxed is prohibited and will be subject to immediate towing. (Driving a vehicle onto common area may also cause damage to your or your neighbor's water/sewer lines.)

10. VEHICLE DAMAGE TO PARKING SPACES (VEHICLE FLUID LEAKS)

- A. The immediate removal of oil, transmissions, grease, antifreeze etc. stains from an assigned parking space shall the responsibility of the Owner. The owner will be held responsible for any damage, cosmetic or structural, caused to a parking pad and by any guest, tenant, lessee, invitee or resident and/or their vehicles.
 - 1. Placing carpet, cardboard, plywood, buckets, pans, etc. under a vehicle or on a parking space to "catch" fluids not only creates an eyesore for the community, it is also prohibited.
 - 2. The application of any "kitty litter" type substance in an attempt to "fix" or cure spots/stains caused to the parking space by a vehicle leaking fluids is prohibited.
 - a. It is potentially dangerous to grounds maintenance personnel when performing grounds maintenance, (i.e., using "leaf blowers" since the "granules" could very easily be blown into someone's eye causing severe injury.)
 - b. It is ineffective - it only covers up the problem. It "fixes" nothing! Too many residents "treat the symptom and not the disease" by throwing more and more amounts of "kitty litter" on these unsightly stains.
 - c. It creates an unsightly neighborhood appearance.
- B. Any vehicle observed to be causing significant damage/staining to any parking space will be subject to immediate towing.
- C. The Association reserves the right to engage any qualified person or company to remove any and all stains from a parking space and the cost of any such removal shall be charged to the unit owner.

11. TOWING ENFORCEMENT

- A. Any vehicle parked in violation of any of these Rules & Regulations will be subject to the towing provisions contained herein, as well as other adverse action. Any vehicle towed by the Association's authorized towing agent will be at the complete expense and risk of the vehicle's owner.

- B. Meadowlake Farms Cluster Homes Association has engaged an authorized towing agent. The Association's current, as of October 15, 2005, towing agent is:

PETE'S TOWING – 757-599-6000

NOTE: THE TOWING AGENT, ON A FREQUENT BASIS, WILL DRIVE THROUGH THE COMMUNITY AND ANY VEHICLE FOUND TO BE IN VIOLATION OF THESE RULES & REGULATIONS MAY BE TOWED WITHOUT NOTICE. PLEASE CALL THE TOWING AGENT FOR VEHICLE RECOVERY.

12. LIABILITY

- A. Owners of vehicles which cause damage, structural or cosmetic, on or to any Meadowlake Farms Cluster Homes parking space shall be held liable for such damage, including any and all costs of repairs to pavement, curbs and gutters, signs and identifications, landscaping, etc. Owners will be held responsible for any damage caused by their tenant's vehicles.
- B. Please, respect your Neighbor's Parking Space! With respect to assigned spaces, enforcement shall be based upon the reliance of each resident to be a "good neighbor." Residents are expected to respect the spaces "assigned" for uses by other residents. Please notify your guests of the Association's parking restrictions.

13. CHILD SAFETY

- A. Children must be under the control and watchful eye of a parent or responsible adult at all times.
- B. For safety purposes, and in accordance with Section 46.2~932 of the Code of Virginia, 1950, as amended, the following is in effect:
1. No person (child or adult) will play in the roads, streets or parking spaces.
 2. No person (child or adult) will use roller skates, skateboards, toys, portable sports equipment, or other devices on wheels or runners on parking spaces, roads, streets or highways where play is not permitted.
 3. Parents or guardians of minors who are reported destroying common area property and/or grounds or other resident's property will be held responsible for the cost to repair such damage.

14. PETS - Compliance with all County ordinances concerning pets is required.

- A. Pets must, at all times, be leashed and under the direct supervision of a responsible adult.
- B. Pet owners are responsible for the immediate removal of all feces deposited by their pet either in private or common area. Pet owners are responsible for providing any material necessary for the removal of their pet's feces. Failure to pick up after your pet is a violation of these Rules & Regulations. A pet owner

found guilty of not cleaning up after their pet may be assessed a monetary fine after a due process hearing.

- C. Pets should not be allowed to bark, howl, or make other loud noises at any time which may disturb any resident's rest or peaceful enjoyment of their unit or common area.
- D. Pets shall not be chained or tethered and left unattended in any common area. All tethers must be removed immediately.
- E. Pet owners shall be responsible for any damage caused to private and common property by their pet. Pet owners shall be responsible for all fees, legal and otherwise, incurred by the Association due to any damage caused by their pet.
- F. Any pets, per York County Code, must be licensed and have current inoculations.
- G. Owners will be held responsible for compliance by their tenant(s) for the above conditions.
- H. Failure to comply with these Rules & Regulations may result in a \$50 per incident, a \$10 per day fine for continuing violation, notification of Animal Control, and possible legal action.

15. EXTERIOR LIGHTING AND SEASONAL DECORATIONS

- A. Light fixtures should be carefully aimed so that they prevent unwanted or excessive intrusion of light from one property to another. No exterior lighting shall be directed outside the boundaries of any lot. Flood lighting and various types of high output lights fall under this group. Exterior lighting of this group should be considered more carefully because of the impact on neighboring properties.
- B. Party lights may be displayed the day of the event and be removed within three (3) days after the event.
- C. Decorative holiday lighting will only be displayed during a reasonable time in that season (15 November through 15 January). All displays will be removed not later than January 16.
- D. All other holiday decorations may be displayed thirty (30) days prior and seven (7) days after the holiday.
- E. If, you feel any of the above restrictions are in any way discriminatory, please contact the Board of Directors or their appointed representative.

16. ASSOCIATION ASSESSMENTS, FEES & COLLECTION POLICIES

- A. Notice of regular assessments for the entire year will be sent to owners approximately 30 days prior to the beginning of the calendar year. Failure to pay the assessments on time revokes the privilege to pay monthly installments. No "discounts" are given if assessments are pre-paid.
- B. Other than the above notice, be advised that the Association does not send monthly, quarterly or semi-annual assessment due notices. It is the owner's

responsibility to pay any Association assessments and/or fees in a timely manner. Failure to do so will result in that owner's account being assessed a late fee and other adverse action may be taken.

- C. Regular assessments for the year are due on the first day of first month of the calendar year, but may be made in twelve (12) equal monthly installments provided that the assessments are received prior to the due date.
- D. Regular assessments paid on a monthly basis are due on the first (1st) day of the month. Any monthly assessment installment payment that is received fifteen (15) days after the due date will be deemed late and a late fee of \$25.00 will be added to the account on the 16th day of any and every month in which the assessment installment is late.
- E. Special assessment that are received 15 days after the due date will be considered late and a late fee of \$25.00 will be added to the account on the 16th day of any and every month in which the assessment installment is late.
- F. A late notice will be mailed to the owner of any account which has a past due balance fifteen (15) days past due in which the outstanding balance exceeds \$10.00. Payments received are applied to the oldest charges.
- G. The Association will accelerate the balance of the current year's assessments and file a lien on any account which has a past due balance of sixty (60) days or more. All filing fees will be charged to the Owner. The Association will also revoke parking privileges on Units that are sixty (60) days or more delinquent.
- H. The Association may refer any account that is ninety (90) days in arrears to an attorney for legal collections. All fees associated with this action will be charged to the defaulting Owner.

17. SIGNS, FLAGS, TOWERS/ANTENNAS, SATELLITE DISHES, & WINDOW A/C & FAN UNITS.

- A. Flagpoles are not permitted unless specifically approved by the Board of Directors.
- B. Only the Board of Directors may erect permanent signs. All other signs are temporary such as but not limited to: political, business and yard sale signs. Temporary signs must be freestanding and may not be tacked in any way to permanent signs, light poles, or trees and must be removed no later than 8:00 am the day following the event.
- C. Any signs or flags displayed must be in good taste. Residents may be asked to remove signs or flags if they found to be offensive, complaints are received by other residents, and following review by the Board of Directors.
- D. Political signs, no larger than 18" x 36" in size, may be placed on private property but must be removed within 48 hours after the election.
- E. Any approvals by the Board of Directors are not to be considered approval required by state and local ordinances or codes.
- F. Satellite dishes, exposed antenna, towers and aerials must be kept and maintained in good condition in the back of the unit and not viewable from the

front or side. Before installing any tower, dish, or antenna, owners must submit the notice of intent to install to the Board of Directors. It is the owner's responsibility to follow-up with the Board of Directors for approval. If a dish, antenna, etc. is installed without first obtaining written permission, you are in violation of these Rules and Regulations.

- G. Window air-conditioning and fan units are not permitted on a permanent basis. Emergency use of AC units and fans is allowed for seven (7) days. Periods longer than seven (7) days requires Board of Directors written approval which shall note the day of removal.

18. ARCHITECTURAL CONTROL & PROPER MAINTENANCE

- A. Prior to any alteration or modification (i.e., install, build, modify or erect a door, deck, patio, pond, room addition, porch, gazebo, change roof shingles, etc.) of any unit/lot, the owner must submit an Architectural Modification Application (Attachment A) to the Board of Directors or their appointed representative for review and approval.
- B. The association upon receipt of the Application will attempt to respond in a timely manner no later than 30 days; however, no work shall be performed prior to approval. It is the owner's responsibility to follow-up with the Board of Directors prior to beginning any work.
- C. The owner is responsible for compliance with all federal, state, and local laws and building code requirements. The approval of any modification request, by the Board of Directors, is not to be considered approval of compliance with state, local or other ordinances or codes.
- D. Storage of building materials, equipment, tools, or personal property on any common area is prohibited. Lots are to be kept clean and safe during any construction or repair period.
- E. If the Board of Directors disapproves the application, the owner may submit a revised Application for consideration.
- F. If any alterations or modifications are begun or completed without first obtaining written approval, the owner may be required to restore the exterior at the owner's expense, plus any cost of litigation. Owners may also risk legal action and fines in accordance with these Rules and Regulations.

19. CONSTRUCTION, REPAIRS, INSTALLATION, REPLACEMENT, & REMOVAL

A. GENERAL

- 1. A strong conformity and uniform exterior appearance must be maintained in order to keep the community attractive for the enjoyment of all residents and the protection of property values. A thorough design review of

requested changes to existing property is examined, in advance, for aesthetics, impact on adjoining private and/or common areas, and adherence to Governing documents. Proposed changes NOT meeting the standards cannot be approved.

IMPORTANT:

Please see revised exterior color regulations, approved color palette, and approved shingles at the end of this document.

2. As stated in the Association's Declaration of Covenants, Conditions and Restrictions, Article V - Architectural Control and Proper Maintenance, no building, fence, wall, roof repair (unless on an emergency basis) or other exterior improvement or structure (including sheds), shall be commenced, erected, altered, or maintained upon any lot; nor shall any change in color or exterior painting, or addition to, or exterior alteration thereof, be made until the plans and specifications showing the nature, kind, shape, height, material, color and location of the same shall have been submitted to, and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, or by an Architectural Committee, whose members will be appointed by the Board of Directors.
 - a. If due to an emergency, where an immediate repair is required to protect the property from further damage, this requirement is not necessary for obvious reasons. However, any repair must be made in an acceptable manner in keeping with these Rules & Regulations and the Board of Directors or its representative must be informed of the emergency repairs at the earliest possible moment.
 - b. Any repair mandated by the Association (i.e., repairs or modifications that are found to be necessary due to an Association inspection, sale or refinance) do not require the submission of a modification request.
 3. **Each Meadowlake Farms Cluster Homes unit has specific exterior colors and styles assigned for doors, shutters, roof shingles, sheds, etc.** Contact the Board of Directors or their appointed representative for information regarding the styles and colors assigned to your unit. Changes in the color of your unit are prohibited without prior written approval from the Board of Directors.
- B. FENCES, STORM DOORS AND SHEDS** – The following is provided for information purposes only and **is not intended** as granting permission to install, erect or repair these items.
1. **FENCES** - In order to reaffirm and further establish a uniform community appearance, the only authorized style fence is a six (6) foot high, six (6) inch wide "dog ear" style. Fences must be erected with the "smooth side" facing any common area. Alternating pickets/boards are not permitted. If your lot has a fence, it must be kept in good condition. Rotted, damaged or missing pickets shall be replaced in a timely manner. Owners of existing fences that are not a "dog ear" style must contact the Board of Directors prior making any repair for inspection and approval.
 2. **STORM DOORS** - The "standard" style of front storm doors, if one is installed, is to be 1) a plain with no decoration on glass, full-view or, 2) a plain white door with a cross bar located mid-way to allow for upper and lower ventilation with screens. The color should be white or match the color of the front door. Please contact the Board of Directors for more

information regarding the standard for storm doors. The rear storm door, if one is installed, may be of the owner's preference of style provided the color is white. Front and rear entrance doors are to be painted the same specified color.

IMPORTANT:
Please see revised exterior color regulations, approved color palette, and approved shingles at the end of this document.

3. **GUTTERS** - Each unit is required to have both front and rear white gutters with downspouts.
4. **SHEDS** - Sheds must be located within your lot's boundary line and kept in good condition. Shed color must be a strong match to the primary exterior color and trim color of the unit. Roof types depend on the location of your property. Sheds, when placed on property lines adjacent to any common area, may not be used as a section of fencing. Nothing shall be placed or stored on the roof of any shed or backyard structure.
- C. There are no "grand-fathered" or "it was that way when I bought it" conditions relating to unit colors, styles, shutters, fences, doors, roofs, etc. It is the owner's responsibility **to maintain the exterior appearance of your property in accordance with the most current requirements for the exterior appearance of a Meadowlake Farms Cluster Homes property (Exception: Written documentation from the Board of Directors granting specific permission for a non-conforming feature).**
- D. Upon approval, all work must be completed within ninety (90) days. If, for whatever reason, the work cannot be completed within this time period, the Owner is required to contact the Board of Directors to request an extension.

20. FAILURE TO OBTAIN APPROVAL

If an owner/tenant alters their unit (lot), in any manner, without first obtaining written approval, as provided in the Association's documents, they do so at their own risk and expense. If owner fails to submit a modification application and wait for written approval, or if owner's application is denied and the modification has begun or is completed, the owner may be required to restore the exterior and will face the cost of removing the alteration plus the cost of any litigation. They shall also be at risk for a hearing and fine in accordance with the violation policy - even if the modification is done in accordance with "acceptable standards." Failure to obtain written Board of Directors approval for the modification request will be considered a violation of these Rules and Regulations. **Submit a modification application and do not permit any work to begin until you have received written approval!!**

21. MAILING & PHYSICAL ADDRESSES

- A. All Owners are required to keep the Association apprised of a current legal physical residential address. While post office boxes are sufficient for correspondence, they are not sufficient for legal service.
- B. All owners of rental units are required to keep the Association informed of the name and telephone numbers of their tenants.
- C. All owners of rental units managed by a property manager are required to keep the Association informed of the name, address and telephone number of the property manager.

22. RULES ENFORCEMENT

NOTE: It is the goal of the Association for enthusiastic compliance by all unit (lot) Owners, residents and guests to these Rules and Regulations. These Rules and Regulations are established for the mutual and common good of the Association. This means being familiar with the Rules and Regulations and that there be willing compliance. In the event of noncompliance, the following may apply:

- A. Any Association member who believes that another member or guest is in violation of the governing documents should contact the Board of Directors or their appointed representative either in writing, via e-mail or by telephone. Every effort will be made to ensure the confidentiality of the reporting member.
- B. A Notice of Violation shall be mailed by the Board of Directors or their appointed representative to the suspected violator (owner/tenant) informing him/her of the alleged violation and request appropriate measures be taken to bring alleged violation into compliance. If the alleged violator is using their property as a rental then a copy of the violation letter will be mailed to owner and the tenant of record. *(Note: however, should the violation be parking or vehicle related, as described elsewhere in these Rules and Regulations, then this procedure may not apply. See Sections 7 through 11 for information on the enforcement policy of parking, vehicle and related violations.)*
- C. If the alleged violation is not corrected by the specified time in the Notice of Violation, a due process hearing may be called to act on the matter. A Notice of Due Process Hearing will be mailed to Owner/resident by regular U. S. Mail (with a copy to any tenant) and Certified Mail with return receipt requested. This notice must give the Owner at least 14 days advance notice of the pending hearing.
- D. On the date of the ensuing Due Process Hearing, a summary of the issues constituting the violation will be presented to the Board of Directors or the tribunal appointed by the Board to hear the matter. The Owner may present facts, witnesses and other information pertaining to the alleged violation and, if so desired, be represented by legal council during the hearing.
- E. After the hearing, the alleged violating Owner will be excused and the Board or appointed tribunal will review the facts and information presented and make a determination of what, if any, further action is to be taken. Any course of action determined by the Board of Directors or tribunal must be within the scope of authority and power available to them through the Commonwealth law and the governing documents.
- F. Some options available to the Board are:
 1. Suspension of membership rights to the use of recreational amenities and/or suspension of membership rights to vote.
 2. Imposing a violation charge of up to \$50.00 for a single violation or \$10.00 per day for any violation of a continuing nature. A charge for an offense of a continuing nature may be assessed daily from the date of the hearing until the violation is cured, not to exceed 90 days.
 3. Prohibition from parking on Association property.
 4. Pursuing enforcement through the judicial system.

- G. Notice of Due Process Hearing results shall be mailed within 7 days of the Due Process Hearing date by Regular U.S. Mail.
- H. Any violation charge will be added to the Member's account and be collectible in the same manner as any other assessment as defined in Section 16 Association Assessments, Fees And Collection Policies.
- I. All owners are required to provide a copy of the current Rules and Regulations to each tenant and to ensure understanding and compliance. (A copy of these Rules and Regulations will be provided to any owner upon request without charge.)

23. VANDALISM - WILLFUL DAMAGE COMMITTED ON PROPERTY. -- \$500.00 REWARD

If any person or persons commit(s) an act(s) of vandalism on Meadowlake Farms Cluster Homes Association property, including the property of any resident, the Association will pay to the individual(s) providing information that leads to the arrest and conviction of any person(s) found guilty of committing an act of vandalism on Association property, the amount of Five Hundred (\$500.00) Dollars. These acts of vandalism may include but not be limited to: "keying" of vehicles, breaking windows, slashing tires, spraying graffiti on any fence, building or structure, etc. Every effort will be made to keep names confidential.

24. DEED TRANSFERS, CHANGE OF OWNERSHIP, REFINANCE

No information will be provided to any purchaser, mortgage lender, title or real estate closing company pertaining to the sale, deed transfer or refinance of any Meadowlake Farms Cluster Homes Association unit unless:

- A. The current owner submits a written request for an exterior inspection of their unit and that inspection is performed. This requirement is to ensure a uniform exterior appearance throughout the community and compliance by all owners.
- B. The owner has ordered and paid the customary fee for a Certificate of Resale as required by the Property Owners Association Act.

25. ATTACHMENTS – All owners are required, when appropriate, to submit:


Attachment A – Architectural Modification Application;

Attachment B - Owner Information Sheet;

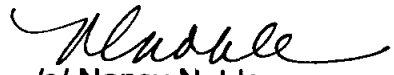
Attachment C - Tenant Information Sheet.

Failure to do so will be considered a violation of these Rules & Regulations.

ADOPTED by the Meadowlake Farms Cluster Homes Association, Inc. Board of Directors this 17th day of June, 2009.

BY: 

/s/ Donnie Stokes
President

By: 

/s/ Nancy Noble
Secretary

Attachment A

Architectural Modification Application

Submit Form To: Meadowlake Farms Cluster Home Association

WARNING

Exterior alterations commenced without prior approval of the Architectural Committee are in violation of the covenants and are at the applicants' own risk. (Please review the Meadowlake Farms Cluster Homes Association Architectural Guidelines for exterior alterations and property use regulations, Declaration, Bylaws, and Covenants.)

FROM: (Please print)

Name:	
Please see next page for current form	
Address:	
Home Phone:	Work Phone:

APPLICATION FOR (Check appropriate work):

- New Construction Repair Alteration
- Landscaping Building Fence
- Shed Porch Rails Guttering
- Exterior Finish Exterior Color Scheme
- Other _____

Description of Alteration: Explain below and attach supplemental sheets, sketches, plans, and architectural drawings to fully explain the purpose of the proposed alteration

Owner's Signature _____ Date: _____

WARNING: Approval of any alteration by the Association or Architectural Committee does not relieve the applicant of his/her responsibility to ensure that the alteration does not violate the County of York Building and Zoning Codes.

MEADOWLAKE FARMS CLUSTER HOMES ASSOCIATION

Architectural Modification Application

Please print clearly and provide all information requested.

Name:	
MFCHA Address:	
Mailing Address (if different):	
Phone:	Email:

Application for:

- Fence Front Door Roof Shed Exterior Finish
 Porch Landscaping Backyard Modification Other _____

Note: All exterior color changes must comply with the approved color palette that was approved 6/14/23.

Description of Alteration: Explain below and attach supplemental documentation as appropriate. For fences, sheds and any other backyard modification, please show location on property, shape & all measurements. Provide a list colors, materials to be used, and any other construction details.

Please review the Meadowlake Farms Cluster Homes Association governing documents to ensure your project will be able to be approved. Documents can be found at www.MeadowlakeFarmsHomes.com.

You must allow up to 30 days for the processing of your request. No construction may start until you have received written approval. Exterior alterations commenced without prior approval of the Board of Directors are in violation of the covenants and are at the applicants' own risk. You will be contacted about the required site inspection once your request and documentation have been reviewed.

Approval of any alteration by the Association does not relieve the applicant of his/her responsibility to comply with all applicable state and county building codes and zoning requirements.

Owner's Signature _____ Date _____

If you have any questions, please contact our Association Manager, Sarah Knaub, at 757-593-0166 or VictoryComMgt@gmail.com.

Submit form and documentation to VictoryComMgt@gmail.com or mail to MFCHA, c/o Victory Community Management, 5007C Victory Blvd., #240, Yorktown, VA 23693.

For Board/Management Use Only

Date Received: _____ Date of Site Inspection: _____

Approved Approved with Modifications Disapproved

Signed: _____ Date: _____

Owner Information Sheet

Return **Please see next page for current form**

Owner Name:	
Do not use P.O. Box. Must be current residential physical address.	
Address:	
Home Phone:	Work Phone:
E-Mail:	Cell Phone:

This unit will be:

My principal residence

Occupied by a tenant (**Complete Investor/Tenant Information Sheet**)

Owner Signature: _____ Date: _____

MEADOWLAKE FARMS CLUSTER HOMES ASSOCIATION

Owner Information Sheet

Cluster Homes Unit:	
Owner Name(s):	
Mailing Address, if different:	
Preferred Phone:	Alternate Phone:
Email Address(es):*	

**All email addresses will be added to the community email list. The list will not be sold or used for any purpose other than providing information related to the Cluster Homes and Meadowlake Farms community. Addresses are not shared with recipients. If you do NOT wish to be included on this list, please check the box below.*

Please do not add my email address to the neighborhood email list

This Unit will be:

_____ My principal residence

_____ Occupied by a tenant (Complete Tenant Information sheet)

Monthly assessment payments will be made by:

_____ Direct debit from my bank account, credit card, or my own bank's online bill pay system

_____ Physical check or in person at a Truist Bank branch (coupon book required)

_____ I wish to sign up for Truist Bank's automatic payment system ("Association Pay")

Specific payment information will be sent to you after we receive this form.

Owner Signature: _____ Date: _____

Return this form to:

Victory Community Management, 5007-C Victory Blvd., #240, Yorktown, VA 23693

OR VictoryComMgt@gmail.com

Tenant Information Sheet

Return

Tenant

Please see next page for current form

Address:	
Home Phone:	Work Phone:
E-Mail:	Cell Phone:

It will be the property owner's responsibility, when renting their unit(s), to provide a copy of these Rules & Regulations to their tenant(s) or lessee(s) and to carefully review its contents with those tenants/lessees.

Term of Lease: _____ months

Begin Date: _____ End Date: _____

Property Management Company Contact

This property is being managed by:

Company Name:	
Property Manager Name:	
Address:	
Phone:	Email:

Tenant(s) signature(s) below acknowledge receipt of *Rules and Regulations*:

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

MEADOWLAKE FARMS CLUSTER HOMES ASSOCIATION

Tenant Information Sheet

Cluster Homes Unit:	
Tenant Name(s):	
Preferred Phone:	Alternate Phone:
Email Address(es):*	

Term of lease: _____ months Begin Date: _____ End Date: _____

It is the property owners' responsibility, when renting their unit(s), to provide a copy of the *Rules & Regulations* to their tenant(s) or lessee(s) and to carefully review its contents with those tenants/lessees.

The *Rules & Regulations* can also be found at www.MeadowlakeFarmsHomes.com/clusterhomes-docs.

Tenant(s) signature below acknowledges receipt of the *Rules and Regulations*:

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

****All email addresses will be added to the community email list. The list will not be sold or used for any purpose other than providing information related to the Cluster Homes and Meadowlake Farms community. Addresses are not shared with recipients. If you do NOT wish to be included on this list, please check the box below.***

Please do not add my (tenant) email address to the neighborhood email list

Property Management Company Contact

Company Name:	
Property Manager Name:	
Address:	
Preferred Phone:	Email:

Who pays the assessments?

Property Manager

Owner

Who receives compliance and
other notices about the unit?

Property Manager

Owner

Return this form to: Victory Community Management, 5007-C Victory Blvd., #240, Yorktown, VA 23693

OR VictoryComMgt@gmail.com

Attachment D

Property Management Company

The name and address of the principal of the Management Company is:

~~Anthony P. Ditteaux
Flagship Realty
3330 Pacific Avenue, Suite 501
Virginia Beach, VA 23451-2997~~

Monthly assessments for Meadowlake Farms Cluster Homes Association are to be mailed to:

~~MFCHA
c/o Flagship Realty
3330 Pacific Avenue, Suite 501
Virginia Beach, VA 23451-2997~~

~~Mailing labels for payments are provided by management upon request.~~

Current Community Association Management Company:

Victory Community Management, Inc.

Sarah Knaub

757-593-0166

VictoryComMgt@gmail.com

Mailing address: 5007C Victory Blvd., #240

Yorktown, VA 23693

VIRGINIA: In the Clerk's Office of the York County -
Poquoson Circuit Court, the 20th day of
July, 2009. This deed was
presented with the certificate annexed and admitted
to record at 9:32 o'clock A.M.

Teste: LYNN S. MENDIBUR, CLERK
By: [Signature] D.C.

Meadowlake Farms Cluster Homes Association

RESOLUTION: Exterior Colors Update

Revised Proposal as of May 10, 2023 Board Meeting, incorporates homeowner input
Adopted by the Board of Directors at the June 14, 2023 Board Meeting

Purpose: To update the exterior color requirements for the Cluster Homes in order to maintain property values.

Authority: From the recorded Rules and Regulations for the community (emphasis in original) —

- Sec. 19, A 1. “A strong conformity and uniform exterior appearance must be maintained in order to keep the community attractive for the enjoyment of all residents and the protection of property values. A thorough design review of requested changes to existing property is examined, in advance, for aesthetics, impact on adjoining private and/or common areas, and adherence to Governing documents. Proposed changes NOT meeting the standards cannot be approved.”
- Sec. 19, A 3. “**Each Meadowlake Farms Cluster Homes unit has specific exterior colors and styles assigned for doors, shutters, roof shingles, sheds, etc.** Contact the Board of Directors or their appointed representative for information regarding the styles and colors assigned to your unit. Changes in the color of your unit are prohibited without prior written approval from the Board of Directors.”
- Section 19, C. “There are no ‘grand-fathered’ or ‘it was that way when I bought it’ conditions relating to unit colors, styles, shutters, fences, doors, roofs, etc. It is the owner's responsibility **to maintain the exterior appearance of your property in accordance with the most current requirements for the exterior appearance of a Meadowlake Farms Cluster Homes property (Exception: Written documentation from the Board of Directors granting specific permission for a non-conforming feature).**”

Proposed Regulations:

Over the years many different colors have been introduced into the neighborhood without ARC approval, siding has become faded or damaged, and the original color palette has become outdated. In order to improve the look of our community and protect our property values by returning to a uniform color scheme, the Board has proposed these additional specific regulations:

- All exterior trim is to be white – porch columns, porch railings, 2nd story railings across sliding doors (Juliet balcony railings), window trim, decorative vents, decorative medallions, cutwork accents, etc. (Gutters are already required to be white per the Rules and Regulations.)
- Siding color must conform to the new color palette. Current siding which is white, light gray, cream, or a color on the color new palette, if in good condition, does not need to be painted. Homeowners are welcome to replace their aluminum siding with vinyl siding, but it must be a color equivalent to one on the color palette.
- Scalloped siding, if only located at the roofline or at the porch roofline must be white. Scalloped siding, if on the first story around the front door, may be white or the color of the siding.
- In order to give residents a chance to personalize their home, front door colors may be a color of your choosing as long as it complements the new color scheme.

Other regulations which will be relaxed:

- Front door style is no longer regulated. Your door may be of any “standard” style and must be maintained to be in good condition.
- Porch columns may be square, mitered, or round.
- Victorian cutwork accents may be removed.
- Storm doors may have a narrow solid panel at the bottom, but the preferred style is full-view or with a cross bar in the middle to allow for a half-screen. Per the Rules and Regulations, storm doors must be white or match the color of the front door.

Current regulations which remain unchanged:

- The approved roofing shingles are those which are equivalent to Owens Corning Supreme “Weathered Wood.” These shingles contain a mix of several different colors. Shingles may be 3-tab or architectural. *Note: there is another brand of shingle which comes in a color called “Weathered Wood” which is a solid gray. Only the version equivalent to those made by Owens Corning will be approved.*
- Each unit is required to have both front and rear white gutters with downspouts.

Implementation:

The Community Association Manager and several board members will evaluate each unit as to the condition of the exterior and conformance to the updated color palette. Homeowners will be notified as to what aspects, if any, of the exterior of their unit need to be brought into compliance. If you wish to make changes to your unit prior to this notification, you are welcome to submit an ARC request form with your plan or to contact our Association Manager to discuss your particular unit.

Exceptions will be approved for homes which have aluminum or vinyl window trim, installed in the last few years, that matches the original color palette. That window trim will be approved as a non-conforming feature as long as the siding is white, light gray or cream (“Buff”). All other trim and scalloped siding on the home must conform to the new regulations.

All color changes, except painting trim white, require ARC approval.

Homeowners will have one year to bring their property into compliance with the new color regulations. Homeowners may contact the Community Association Manager or any member of the board to request an extension due to extenuating circumstances. The goal of the one-year deadline is not to be punitive, but to make sure everyone is doing their best to maintain the look of the neighborhood. If you are going to need more than one year to complete the necessary changes at your unit, you must communicate with our Association Manager within the one-year timeframe to request an extension. All reasonable proposals will be approved!

These regulations pertain to the entire exterior of each unit, not just the front.

All units must comply with the new regulations when they are sold.

The approved color palette is attached and may also be viewed at www.meadowlakefarmshomes.com/clusterhomes-resident-info.

If you have any questions, please contact our Community Association Manager, Sarah Knaub, at 757-593-0166 or VictoryComMgt@gmail.com.

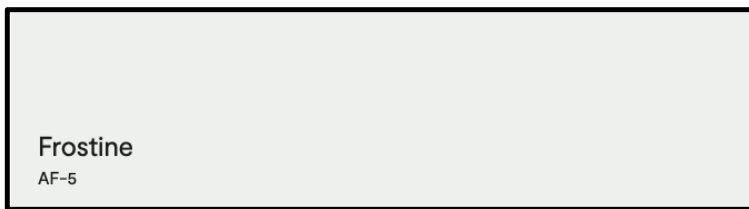
MFCHA Approved Color Palette

Approved at the June 14, 2023 Board Meeting

All new colors are based on Benjamin Moore paint

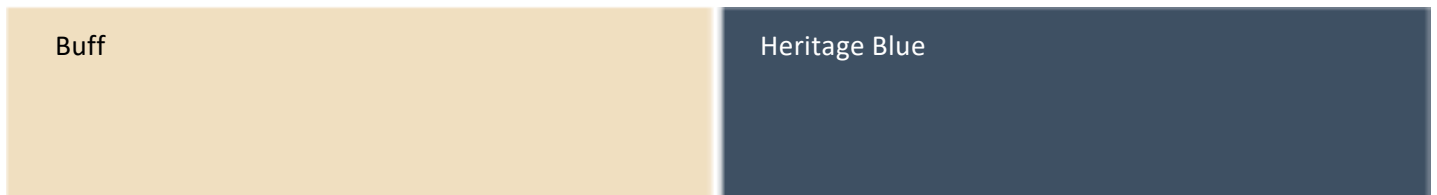
Other brands may be color-matched using the name or number of each color

New colors



White for trim (or similar)

Colors kept from the original color palette



Original paint color-matched to
Sherwin Williams color 7683 - Buff

Original paint color-matched to Sherwin
Williams color 7602 – Indigo Batik

MFCHA Approved Roofing Shingles

Owens Corning Supreme 3-tab or Architectural Shingles
Manufacturer Color: “Weathered Wood” or equivalent

