



Condominium Unit Owners Association, Inc.

Community Rules and Regulations

Regency Park Villas Condominium Unit Owners Association, Inc. Community Rules and Regulations

These rules and regulations are not all-inclusive. All residents should also refer to the Condominium's Declaration and Bylaws.

As stated in Section 6.9(g)(5) of the Bylaws (Exhibit F to the Declaration), "The Board of Directors is hereby authorized to adopt, modify, and rescind from time to time rules and regulations that it determines are (a) reasonably necessary to protect the health, safety, and welfare of the Unit Owners or (b) otherwise generally in the best interest of the Unit Owners."

Also stated in the Bylaws (Section 6.9(a)), "Units shall not be used for other than as a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto provided that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility."

Finally, as stated in the Declaration (Section 8.2), "No Unit shall be rented for transient or hotel purposes or for any period less than six (6) months, without the prior written approval of the Board of Directors. Furthermore, no portion of a Unit less than an entire Unit shall be rented. No Unit Owner shall lease a Unit other than on a written form of lease: (i) requiring the lessee to comply with the Condominium Instruments and such rules and regulations as are promulgated by the Board of Directors from time to time; (ii) providing that failure to so comply constitutes a default under the lease; and (iii) providing that the Board of Directors shall have the power to terminate the lease or bring summary proceedings to evict the lessee in the name of the Owner/lessor upon any such default which is not cured by either the lessee or the Unit Owner/lessor within thirty (30) days after the delivery of written notice of such default to each of them."

The Association is responsible for the maintenance, repair, and replacement of most exterior items. Unit Owners are responsible (for example) for the maintenance, repair and replacement of their front door, storm door, garage door, windows, window screens, outside water faucet, and everything within their Unit and personal property within the Unit's Limited Common Elements.

1. Definitions

Resident:

The term "Resident" refers to each person who has a fixed place of habitation in a Unit within Regency Park Villas.

All Unit Owners having a fixed place of habitation in a Unit at Regency Park Villas are Residents and further defined as Resident Unit Owners.

Unit Owners who do not reside in their Unit but lease or rent to a Lessee (i.e., tenant) may grant the Lessee the privilege of using the club house and pool by written directive addressed to the Managing Agent. Once this directive has been received by the Managing Agent, the Lessee will have the same clubhouse and pool privileges as a Resident Unit Owner, with the exception of renting the clubhouse. A Lessee does not have the right to rent the clubhouse.

Also, with written directive from the Unit Owner, roommates and/or family members residing with a Lessee will have the same clubhouse and pool privileges as residents residing with a Resident Unit Owner.

Common Elements and Limited Common Elements

The Common Elements consist of all parts of the Condominium that are not included within or as part of a Unit as described in the Declaration.

Limited Common Elements are portions of Common Elements designated for exclusive use by a Unit Owner or Resident. In Regency Park Villas the Limited Common Elements include, for instance, the concrete patios and stoops, and the parking area immediately in front of the Unit's garage door.

2. Exterior Alterations

As stated by the Bylaws (Section 6.9(g)(4)) "Nothing shall be done in any Unit in or on the Common Elements which might impair the structural integrity, or change the structure or external appearance, of any part of any Unit or Limited Common Element without prior written consent of the Board of Directors."

Only storm doors and door bells that have been approved by the Architectural Review/Covenants Committee and/or the Board of Directors may be installed on the Unit, at the Unit Owner's expense and with prior written approval from the Board of Directors.

3. Satellite Dishes and Antennas

The installation of a satellite dish and/or antenna within a common element requires prior written approval from the Board of Directors.

Placement restrictions/guidelines for satellite dishes and antennas are available from the Managing Agent. Refer to Satellite Application for approval.

4. Personal Property

Except as provided below, all personal property, including but not limited to, folding chairs, bicycles, and temporary tables must be kept inside each Unit's fenced patio area or garage. Outdoor furniture may not be placed in the Condominium's mulched areas or elsewhere on the common elements.

Units with Patios. Personal property maintained within the patio area may not be visible above the patio fence, with the exception of patio table umbrellas.

Units without Patios. For Units that do not have a fenced-in patio area, tables, chairs, or benches may be kept in the front entrance/porch area. They must be of a size and type that will not interfere with the ingress or egress of the Unit and must be white or an earth-toned color. Plastic and folding type furniture is not permitted.

5. Decorative Items

With the exception of the items listed below, nothing may be hung or displayed, and no signs, awnings, canopies, shutters, or any other device or ornament may be affixed to or be placed upon the exterior walls, doors, fences, or roof without the prior written approval of the Architectural Review/Covenants Committee and/or Board of Directors.

All Residents may place items identified below on the exterior of their Units, subject to the following provisions. Any decorative items not specifically addressed by these Rules and Regulations require the written approval of the Architectural Review/Covenants Board and/or Board of Directors prior to installation.

Door wreaths: Door wreaths that are no larger than twenty-four (24) inches in diameter and plaques that are no larger than fifteen (15) inches may be hung on an "over the door" hook. No damage to the outside of the door is permitted. Wreaths must be seasonable and reasonable in color and material.

Flowerpots. No more than four flowerpots will be permitted to be placed on the Limited Common Elements of each Unit. All flowerpots must not exceed 18 inches in height or diameter. Each flowerpot must be white or earth-tone (shades of brown, green, gray, or black). Bright colors will not be permitted. The flowerpot and plant combined must not exceed 36 inches in height or diameter.

Decorative flags. One decorative garden flag no larger than 18 inches by 18 inches is permitted. The flag must be kept within the mulched beds next to the Unit. Flags are not permitted in the grassy Common Elements and may not be attached to the exterior of the Condominium building.

American flags. The American flag may be flown or displayed at any time following the U.S. "Flag Code" (U.S. Code, Title 4, Chapter 1). No flag pole can be attached to any part of the exterior of the Condominium building. No freestanding type flag poles are permitted in the Limited Common Area.

Garden hoses. When not in use, a garden hose must be kept on a hose reel or in a container that is not attached to the Condominium building. When in use, hoses may be discreetly placed in the mulch area along the base of the Unit. During the cold of winter, hoses must be disconnected from the outside faucet and stored within the Unit. The water supply to the outside faucet must be drained and the faucet turned off to prevent freezing.

Walkway lights. Residents may place solar-powered walk lights along the walkway leading to the Unit. These lights may be located only between the Unit and the walk way. Lights may be no more than 18 inches high and spaced no closer than 24 inches. Designs must be approved by the ARCC prior to installation. Lights must be consistent in style and must be maintained by the resident.

No lights of any type may be attached to the exterior of any condominium building without the approval of the Architectural Review and Covenants Committee (ARCC).

Stepping stones. Unit Owners must obtain the approval of the Architectural Review/Covenants Committee before installing stepping stones

Holiday decorations. Holiday decorations are permitted and may be placed in the Common Elements and on the exterior of the Condominium building provided they do not cause damage to the Common Elements (including the lawn, building, gutters, sidewalk or siding). No lights of any type may be attached to the outside of the building. Decorations may not extend more than 5 feet from the mulched beds into the lawn area. Decorations may not be placed on any live tree, community sign, or mailbox. ***Inflatable decorations are not permitted.*** Christmas, Hanukkah, Kwanzaa, or other similar religious/seasonal decorations may not be displayed before Thanksgiving Day and must be removed by January 7th of the following year. Decorations for all other holidays are permitted under the same guidelines and may not be displayed more than one week before or one week after the holiday.

6. Flowers/Landscape Plants

6.1 Flowers

Annuals may be planted in the existing mulched areas without the approval of the Architectural Review/Covenants Committee or Board of Directors. All Unit Owners must obtain the approval of the Architectural Review/Covenants Committee prior to planting perennial flowers. The Association and its landscapers are not responsible for any plantings that are damaged or removed inadvertently by the landscapers. Spring bulbs such as tulips, daffodils, iris, hyacinths, and crocus can be placed in the mulch beds close to the Unit, by the Unit Owner, and do not require approval of the Architectural Review/Covenants Committee. Flowers cannot exceed 36 inches in height.

Flowers are not permitted around the trees in the grassy area. Maintenance of the flowers planted by a Unit Owner or Resident is the responsibility of the Residents of that Unit, and dead flowers must be removed at the end of the season. Flowers that are not maintained during the growing season will be removed by the landscapers, and the cost for removal will be billed to the applicable Unit Owner. Such costs shall constitute a lien against the applicable Unit. Flowers planted inside the fenced patio area may not exceed the height of the patio fence.

6.2 Shrubs and Trees

No trees or shrubs may be planted, transplanted, or removed from the Condominium's Common Elements without the prior written of the Architectural Review/Covenants Committee and/or the Board of Directors. Residents are only responsible for watering shrubs and trees. Residents are not permitted to trim or prune trees or shrubs on the Common Elements unless directed by the Board of Directors.

Any planting of new shrubs outside the fenced patio areas must have prior written approval of the Architectural Review/Covenants Committee and/or Board of Directors and must be of a type consistent with, or complementary to those already used in the community. Should any of the plants die, the Unit Owner must submit an application to the Association's Management Company requesting a new shrub or tree. Any landscape plants planted inside the fenced patio areas may not exceed the height of the fence at maturity and will not be maintained by the Association.

7. Permitted Items:

7.1 No more than two (2) shepherd hooks are permitted in the mulch areas close to the Unit. Shepherd hooks with two forks are permitted. Maximum height is 84 inches. Shepherd hooks are only to be used for bird feeders and live plants. Shepard hooks are not allowed anywhere else on the Common Elements.

One (1) interior electric/battery window light with a flame is allowed in each window.

7.2 Prohibited Items

The following items are strictly prohibited in any of the Condominium Common Elements:

- Any type of yard sign [except as provided in Section 9 below]
- Any statue or statuette
- Any yard or lawn ornament
- Artificial flowers, ornamental rocks or stones
- Mounted hose reels
- Laundry poles or clotheslines (Laundry may not be hung over any patio fence including, and without limitation, swim suits, towels or rugs.)
- Outdoor play/recreational equipment
- Flower or shrub trellis
- Window sun catchers (including stained glass)
- Only cars registered to Residents living in Regency Park Villas can be washed on Condominium property

As stated in the Bylaws (Section 6.9, paragraph c), "Personal Property Items Prohibited. Swing sets and outdoor play equipment . . . shall be prohibited from Common Areas."

7.3 Storage

No Unit Owner or Resident may obstruct any of the Common Elements, nor shall any Unit Owner or Resident store any item upon any of the Common Elements except in areas specifically designated for storage by the Board of Directors. The placement of any freight containers such as PODS or Smart Boxes on the Common Elements is not permitted without prior written approval from the Board of Directors. The Board of Directors may, in its sole discretion, grant permission of the placement of such items for short term use up to 48 hours.

Any items reasonably found by the Architectural Review/Covenants Committee, Board of Directors, or the Managing Agent to exist in violation of the foregoing may be removed and disposed of. The cost to remove the item shall be assessed against the applicable Unit Owner and shall constitute a lien against the Owner's Unit. If the Association has a reasonable belief as to the owner of the noncompliant item, it shall issue a written notice to the owner prior to removing the item and assessing the Unit Owner the cost thereof. However, if the ownership of the noncompliant item is unknown or cannot be reasonably determined, the Association need not provide notice to any party and may immediately remove the offending item after first posting a 24-hour warning notice on the item at issue.

8. Windows and Window Coverings

All window coverings, whether draperies, shutters, shades, blinds (vertical or horizontal), or valances must be white, off-white or light beige **on the side facing the window.**

9. Signs

9.1 One (1) address sign may be placed in mulch areas close to the Unit facing the street. The sign must display only the address numbers and may not have any type of decorations on it.

9.2 Security Signs. One (1) exterior security sign, provided by the security company installing the system, is allowed in the mulch area next to the Unit. (No homemade signs are permitted). The signs come attached to stakes provided by the installing company. One (1) security window label (provided by the security company) may be placed on each window area.

9.3 "For Rent" signs are not permitted inside windows, on any Common Element, or anywhere else where it is visible from the street or from another Unit. "Open House" signs are permitted during the hours of the open house event only. When a Unit is listed for sale, only one "For Sale" sign is permitted – it must be installed either on the interior side of a Unit window or on the Unit's limited common element patio or stoop, and it must be removed within 3 days after the closing occurs or the Unit is taken off the market. Size must not exceed four (4) square feet.

10. Animals

No more than two (2) household domestic pets, not bred or maintained for commercial purposes, may be kept in any one (1) Unit. Permissible pets shall be limited to dogs and cats and weighing no more than 50 lbs. each.

All animals, when outdoors, shall be under the owner's (or other responsible person's) complete command and control and maintained on a leash not more than eight (8) feet in length. All animal owners are responsible for the immediate clean-up of all waste in the Common Elements.

No animal shall be tethered outside in the lawn or other parts of the Common Elements, nor shall any animal be tied to any patio fence.

If any animal becomes a nuisance as determined in the sole discretion of the Board of Directors, the pet may be ejected from the community upon written notice to the Unit Owner. The County Animal Control Division may also be contacted for additional assistance. A nuisance would include biting, excessive barking, or not being under the control of a responsible person.

11. Parking/Vehicles

11.1 General Prohibitions

As stated in the Bylaws (Section 6.9(d)), "No boats, trailers, motor homes, or commercial vehicles may be parked on any street or driveway in the Condominium except on an overnight basis (24 hours) for loading, unloading, or providing service."

For purposes of this provision, the term "commercial vehicle" is defined to include:

- (1) any solid waste collection vehicle, tractor truck or tractor truck/semitrailer or tractor truck/trailer combination, dump truck, concrete mixer truck, tow truck with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment;
- (2) any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold;
- (3) any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle;
- (4) any vehicle licensed by the Commonwealth for use as a common or contract carrier or as a limousine;
- (5) any truck more than 20 feet in length; and/or
- (6) any vehicle carrying commercial freight in plain view.

However, at no time may a parked vehicle block any other Residents' vehicular ingress/egress to his/her Unit, nor shall any parked vehicle prevent access to any Unit by an emergency vehicle. No vehicle shall be parked in any manner that blocks any street or driveway.

11.2 Resident's Parking

All parking by Residents or guests must be within the garage or in the Limited Common Element parking area in front of the applicable Unit's garage door. **PARKING IS PROHIBITED IN THE "TURN AROUND AREA" AT THE END OF THE DRIVEWAY.**

The four Units on the driveway share the driveway. Parking in the neighbors' parking space by a Resident or their guests should receive approval from the neighbor.

Temporary parking is permitted as follows:

- In the clubhouse parking lot for no more than 48 consecutive hours without moving the vehicle out of the lot (for an hour or longer) or moving the vehicle into another parking space.

Overnight parking on the street is strictly prohibited for personal automobiles and trucks between the hours of 12 Midnight and 6:00 AM. Violators of this parking policy are subject to being towed without warning at the expense of the vehicle owner.

Inoperable vehicles (with flat tires, expired license tags, etc.) or vehicles that cannot be identified as belonging to a Resident or guest parked within the Common Elements for more than 48 consecutive hours may be towed off the premises at the expense of the vehicle owner. No repair work is permitted on vehicles within the Condominium except for short-term emergency work (flat tire, battery change, etc.).

11.3 Vehicles

No motorized vehicles may be driven or used on the Common Elements (except for paved roads, parking areas and driveways) without the prior written consent of the Board of Directors. This includes, without limitation, motorcycles, mopeds, golf carts and scooters. Only battery powered golf carts are allowed. All vehicles must be properly equipped to avoid excessive noise.

Bicycles, roller blades, roller skates, skate boards, and any other recreational vehicles must not be ridden on the grassy areas and may be ridden only on paved

driveways and in the roadway. Sidewalks are for pedestrian use only with the exception of strollers, tricycles and bicycles 16-inches and smaller and handicap scooters or other assistive device. Parents or guardians are responsible for the safety of their children; the Association does not recommend or encourage riding bicycles or other toys on the driveways or streets where motor vehicles travel.

All Unit Owners, Residents and their guests must comply with the posted speed limit signs throughout the community. Reckless driving, excessive speed, running stop signs, and parking or driving on the grassy areas for any reason is prohibited.

12. Clubhouse. The swimming pool, clubhouse and parking lot are for the exclusive use of Unit Owners and other Residents and their guests.

12.1 Access to Clubhouse

The clubhouse may be used for only recreational and non-commercial use, as well as for Association-related meetings. Company meetings, sales parties, church or religious functions, and social organizations (except those organizations or committees that are part of Regency Park Villas) are strictly prohibited unless approved by the Board of Directors prior to the event. Resident Unit Owners and Lessee may have up to four (4) guests without booking a private party. Resident Unit Owners and Lessee are responsible for their family, roommates, and guests at all times. Renters' leases must state permission from the Unit Owner to use clubhouse facilities.

Clubhouse Hours are from 8:00 AM – 9:00 PM

12.2 Clubhouse Rules

1. All Guests using the clubhouse must be accompanied by a Resident 18 years or older.
2. Any children under the age of fourteen (14) must be accompanied by a Resident who is at least eighteen (18) years old.
3. Loud noise, profanity, and boisterous or offensive behavior are not permitted.
4. Music that can be heard from outside the clubhouse is not permitted.
5. Pets or animals of any kind are not permitted in the clubhouse.

6. No food or beverage are to be placed on the pool table. Users must replace the cover after using the pool table.
7. The kitchen microwave and stove may be used for heating prepared dishes. Food may not be left in the refrigerator by individuals. Food that has been left in the freezer or refrigerator by the Social Committee is not for use by individuals using the clubhouse. All persons are prohibited from leaving dirty dishes in the sink, and must return the clubhouse too its original condition after use.
8. When leaving the clubhouse, all persons are required to turn off the television, fans and lights, and ensure that the thermostat (HEAT) is set to 60 degrees during the dates of 10/15 to 4/15 and the thermostat (AIR CONDITIONING) is set to 80 degrees during the dates of 4/16 to 10/14.
9. All persons must wear tops, bottoms and shoes when present in the clubhouse. Wet swimwear is prohibited in the clubhouse except for the pool area, restrooms, and exiting through the exercise room.
10. The exercise room is for the exclusive use of residents sixteen (16) years or older. All resident children under the age of sixteen (16) must be accompanied by a Resident Unit Owner or Lessee, and must be able to demonstrate an ability to properly use the exercise equipment. **Guests are not permitted on the exercise equipment at any time.** Limit yourself to 20 minutes on each piece of equipment if others are waiting.
11. **Smoking and alcohol are not permitted inside the clubhouse or in the pool area at any time.**

12.3 Clubhouse Reservations

The clubhouse party room may be reserved by **Resident Unit Owners** 18 years or older, by the hour. Reservations may be made by filling out a Club House Rental Agreement available from the Social Committee Chairman. A security deposit of \$300.00 and a fee of \$10.00 per hour must be paid in advance of the event. The date and hours of the event will be posted by the Social Committee Chairman on a calendar located in the Clubhouse library area. Damage to the Clubhouse or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. The Resident Unit Owner will have exclusive use of the party room only. The guests may not use the pool, exercise equipment, meeting room or library. The pool may not be reserved for any party.

13. Swimming Pool

13.1 Access to Pool

Anyone using the Condominium pool must enter and exit the clubhouse through the exercise room and the appropriate restroom. Persons must lock the doors if he or she is the last person leaving the pool area.

13.2 Pool Rules

All persons using the pool and pool facilities do so at their own risk and sole responsibility. No Lifeguard is present.

The pool is for the exclusive use of the Unit Owners and other Residents and their guest.

A Resident Unit Owner and Lessee may bring up to four (4) guests (per Unit per visit) to the pool. Guests must be accompanied by a Resident who is 18 years or older while in the pool area.

Any person who cannot be identified as a Resident, and is not accompanied by a Resident or Lessee who is 18 years or older, will be asked to leave the pool area immediately.

Children under fourteen (14) years of age must be accompanied by a responsible Resident 18 years of age or older when visiting the pool area.

Proper swimwear is required. **Only undergarments designated for swimming are permitted in the pool.**

The following are strictly prohibited in the pool area:

1. Pets or other animals
2. Glass or other breakable items
3. Alcoholic beverages of any kind
4. Intoxication and /or lewd behavior
5. Running, diving, excessive splashing, or other disruptive behavior
6. Excessive noise, radios, CD players, etc. (unless sound production is limited to headphones)
7. Private pool parties
8. Adult-size rafts
9. Electrical devices with cords; battery-operated devices are permitted

Lounge chairs and tables may not be reserved and must be repositioned to their original location after use. Table umbrellas must be closed after use.

Users must protect furniture with a towel when using sun tanning lotions.

Users must place all trash in the receptacle provided for that purpose.

The pool hours of operation are from 8:00 a.m. to 9:00 p.m. The pool and pool area between 8:00 AM to 10:30 AM and 8:00 PM to 9:00 PM are reserved for lap swimming or aerobics.

14. Trash Collection

Trash containers must not be set out prior to 5:00 pm on the day preceding collection. Containers must be returned to the garage by 9:00 pm on the day of collection. Only trash containers with lids are permitted for trash disposal. Plastic bags containing trash must be inside a trash container with a lid.

All trash for collection must be set out on the main street next to the curb at the end of the driveway on the side opposite of the mailboxes *and away from the address signs*.

Residents are responsible for the cleanup of trash spilled from their containers by wind, animals or other reason.

Address numbers must be placed on trash containers.

Fees for trash collection are paid by the Association which passes those costs on to the Unit Owners as part of the Association's annual assessment.

15. Solicitation and Garage Sales

Solicitation by commercial enterprises is not permitted within the community. In a like manner and due to restricted parking availability, garage sales, yard sales, and tag sales are specifically prohibited unless approved by the Board of Directors as a planned community activity.

16. Utilities

Water and sewer utilities are paid by the Association which passes those costs onto Unit Owners as part of the Association's annual assessment.

17. Condominium Sales and Rentals

Any Unit Owner selling his or her condominium is responsible for the following:

1. The seller must notify the Association and request a Certificate of Resale per the requirements of the Virginia Condominium Act.
2. The seller must make certain all condominium dues are current.
3. The seller must make certain the Unit is in compliance with all rules and regulations.

The seller must make certain the new owners receive the Condominium Declaration, Bylaws, and these Community Rules and Regulations (which are included with the Certificate of Resale).

Any owner leasing his or her condominium is responsible for the following:

As stated by the Bylaws (Section 6.9(b)) "Units shall not be leased, unless the lease is subject in all respects to the terms and provisions of the Condominium Instruments and the Condominium Act (see Article 8, Section 2 of the Declaration). The Board may adopt regulations requiring the use of a lease form or addendum form approved by the Board for this purpose."

18. Noise

No Unit Owner or Resident shall make or permit any disturbing noises that unreasonably interfere with the rights, comforts or convenience of other Residents -- however, all Residents must remember that some level of noise transmission is to be expected when living in a condominium. All Residents must keep the volume of any radio, television, musical instrument or other sound producing device in their Units sufficiently reduced at all times so as not to disturb other unit owners. As stated by the Bylaws (Section 6.9(g)(6)), "No noxious or offensive trade or activity shall be carried on within the Condominium or within any Unit, nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood or the other Unit Owners. The Common Elements and Limited Common Elements shall be used only for the furnishing or the services and facilities for which the same are reasonable suited and which are incident to the use and occupancy of the Units."

19. Notice of Violation

A Unit Owner or Resident will be given notice for violating any of the Association's governing documents (Declaration, Bylaws and Rules and Regulations). Notice will be made in writing by the Association's Managing Agent, Board of Directors or Architectural Review/Covenants Committee in accordance with any applicable Board-adopted enforcement procedures. Generally speaking, Residents will have a reasonable amount of time to correct any violation, excepting emergency situations where the Association's Board of Directors may take immediate action to correct a violation which presents an imminent threat to the safety of the condominium and its residents. If the Unit Owner or Resident wishes to obtain an extension of the deadline set forth to correct the violation, he or she may submit a written request to the Association's Board of Directors explaining the reasons why the request should be granted. If the explanation is deemed reasonable, the Association's Board of Directors

may, in its sole discretion, grant the request. Any Unit Owner or Resident who does not timely correct any noted violation (or who repeatedly violates the same rule or requirement) may be subject to suspension of privileges, the imposition of monetary charges, and other relief available to the Association under the Virginia Condominium Act, and the Association's governing documents.

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In a condominium community there is quite often confusion as to who is responsible for maintenance of community and homeowner assets. This chart is being re-published to assist in making the determination. Please keep it as a handy reference.

	ELEMENT	ASSOCIATION RESPONSIBILITY	UNIT OWNER RESPONSIBILITY
1	Common Elements	ALL-EXCEPT >	Damage caused by Unit Owner, his guests or tenants will be charged to the Unit Owner
2	Limited Common Elements (LCE)	Repair, replacement, and maintenance-EXCEPT >	Routine cleaning and maintenance of interior of LCE assigned to the Unit. This includes snow removal from within the LCE; Damage caused by Unit Owner, his guest or tenants will be charged to the Unit Owner
UNITS			
3	AIR CONDITIONER and associated lines and equipment		ALL
4	Appliances		ALL
5	ATTIC-Interior space of Attic to which the unit has direct access		ALL
6	DOORS-Doors and Door Frames including the Garage Door		ALL
7	EXTERIOR-Exteriors of Units including Brick Fireplace on exterior, roof, vertical walls and foundations	ALL-EXCEPT >	Damage caused by Unit Owner, his guests or tenants will be charged to the Unit Owner
8	FENCE-Enclosure Fence surrounding LCE (includes cement pad)	Replacement or repair	Routine maintenance and housekeeping
9	FIREPLACE-Fireplaces including vents and chases		ALL
10	FURNACE-Furnace and Vents		ALL
11	GARAGE-Interior space of garage		ALL
12	INTERIOR-Interior of Unit including interior non-perimeter walls		ALL
13	SYSTEMS-Systems serving a single unit from the point of disconnection from the structural body or system serving more than 1 Unit		ALL (includes exterior electrical outlets and water faucets servicing that Unit)
14	SYSTEMS-Systems serving more than 1 Unit	ALL	
15	WINDOWS-Windows, Screens, and Window Frames		ALL

**REGENCY PARK VILLAS CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.**

POLICY RESOLUTION NO. 101101

**COVENANT AND RULE ENFORCEMENT:
NOTICE AND HEARING PROCEDURES**

WHEREAS, as provided by Section 55-79.53 of the Virginia Condominium Act (the "Condominium Act") and Section 10.1 of the Bylaws for Regency Park Villas Condominium Unit Owners Association, Inc. ("Association"), each Unit Owner, and all those entitled to occupy a Unit, shall comply with the Condominium Act and the Association's Declaration, Bylaws and Rules and Regulations; and

WHEREAS, Sections 3.2 and 6.9(g)(5) of the Association's Bylaws and Section 55-79.80:2 of the Condominium Act grant the Association's Board of Directors ("Board") the power to adopt and amend Rules and Regulations and to enforce compliance with the Association's Declaration, Bylaws and Rules and Regulations (collectively, the "Governing Documents");

WHEREAS, Section 55-79.80:2 of the Condominium Act provides for certain minimum procedural safeguards for unit owners' associations to follow prior to assessing violation charges against it owners or suspending the right to use Association-provided facilities and services;

WHEREAS, the Board has deemed it necessary and prudent to adopt procedures for providing Unit Owners with notice and an opportunity for a hearing in accordance with the Condominium Act for noncompliance with the Governing Documents.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors hereby adopts the following procedures for assessing violation charges and for suspending use rights in accordance with the Condominium Act:

A. **Application of this Resolution.** This Resolution is applicable to alleged violations of the Governing Documents for which the Board is contemplating imposing violation charges against a Unit Owner or suspending use rights pursuant to Section 55-79.80:2 of the Condominium Act. However, the notice and hearing procedures in this Resolution are not mandatory for taking any other type of enforcement action available to the Association. Unit Owners are responsible for their own violations and for violations by their family members, tenants, guests and invitees, as may be applicable.

This Resolution supersedes any other previously adopted Rules and Regulations regarding the imposition of violation charges or the suspension of use rights.

B. **Formal Action.**

(1) Depending on the circumstances and the nature of the violation, the Board may have the Association's management agent ("Management Agent") or a member of the Board

send a "friendly reminder" letter to a non-compliant Unit Owner prior to taking more formal action as set forth below.

(2) Formal action by the Association may be initiated by the Board or its authorized agent(s) upon written request of a Unit Owner or resident of the Condominium, or on the Board's own initiative. Formal action is initiated by delivering a written "Notice of Violation" to the Unit Owner, by hand-delivery to the Unit Owner or by first-class mail at the Unit Owner's address of record with the Association. If the violation is by a tenant, the Notice of Violation may also be sent to the tenant at the Unit address.

(3) The Notice of Violation shall contain the following minimum information:

(a) The Unit Owner's name;
(b) The alleged violation(s);
(c) The action required to abate or correct the alleged violation;
(d) For violations of a continuing nature, a request or demand that the alleged violation be abated or corrected within 15 days of the date of the Notice or such other time period as may be appropriate under the circumstances, in the discretion of the Board or Management Agent.

(e) A statement to the effect that the Unit Owner must request in writing a hearing in front of the Board if the Unit Owner wants to contest the citation or the imposition of sanctions (i.e., violation charges or suspension of use rights, as applicable). The letter shall advise the Unit Owner that if no hearing is requested within the stated time period (which will be no less than 14 days from the date of the letter), then the Unit Owner will be deemed to have waived or chosen to forgo having a hearing, and the Board may then impose sanctions as it deems appropriate.

(4) The Notice of Violation letter may be combined with the Notice of Hearing referenced in Section E below, if the violation is of a serious nature threatening person or property, if previous notices have been sent to the Unit Owner regarding a violation of the same provision of the Governing Documents, or if otherwise determined by the Board or Management Agent to be appropriate.

C. Failure to Request a Hearing.

(1) In the event the non-compliant Unit Owner ("Respondent") fails to timely request a hearing in response to the Notice of Violation, sanctions may be imposed against the Respondent by the Board without holding a hearing. However, even if the Respondent fails to timely request a hearing, the Board reserves the right to schedule a hearing on the matter if the Board deems it appropriate under the particular facts and circumstances presented.

(2) When the previously specified deadline has passed and no hearing is timely requested by the Unit Owner (or separately requested by the Board), then:

(a) In cases of nonpayment of assessments, if the Association's records indicate that the Unit Owner's assessment account remains more than 60 days past due, the Board hereby approves the suspension of use rights and authorizes and directs the Management Agent to promptly notify the Unit Owner (by first-class and by certified mail, return-receipt requested) that the right to use the pool, clubhouse and adjacent parking spaces is suspended, effectively immediately and lasting until the account is paid in full, and indicating that the Board also reserves the right to suspend the right to use other Association-provided facilities and services to the extent permissible under the Condominium Act.

(b) In cases of other violations of the Governing Documents, if the

Management Agent confirms that a previously cited violation has not been corrected within the deadline specified in the Notice of Violation, the Board hereby approves the assessment of \$10/day violation charges against the Unit Owner (starting from the specified deadline) and authorizes and directs the Management Agent to post the charges to the Unit Owner's account and to promptly notify the Unit Owner (by first-class and by certified mail, return-receipt requested) of the imposition of the violation charges. For single offenses (rather than ones of a continuing nature) and for situations where a violation was corrected within the specified deadline, the Board reserves the right to assess a violation charge against the Unit Owner, for instance, to help dissuade future violations.

D. Request for a Hearing.

(1) If Respondent desires a hearing in front of the Board, the Respondent must request a hearing in writing within the time period stated in the Notice of Violation. The Request for a Hearing must be sent or delivered to the Management Agent so that it is received within the applicable time period.

E. Notice of Hearing.

(1) After receipt of a timely request for a hearing (or if the Board otherwise decides to hold a hearing), the Board or the Management Agent shall provide the Respondent with written notice of the hearing's date, time and place either by hand-delivering it to the Respondent or by mailing it by certified mail, return-receipt requested, at the Unit Owner's address of record with the Association, at least 14 days prior to the hearing (or within such other time period as required by the Condominium Act, as may be subsequently amended). The Notice of Hearing shall state the alleged violation, the potential for \$50 or \$10/day violation charges (or suspension of use rights, as applicable), and that the Respondent may be represented by legal counsel at the hearing.

(2) Scheduling/Continuances. The hearing shall be scheduled at a reasonable time and place within the discretion of the Board or the Management Agent (after consultation with the Board). The Board or Management Agent may grant a continuance if a continuance request is received prior to the hearing date. A continuance request must describe the reasons for the request. If a continuance is granted, notice of the new date and time shall be either hand-delivered to the Respondent or mailed to the Respondent by first-class mail and by certified mail, return-receipt requested, at the Unit Owner's address of record with the Association. However, it is ultimately the Unit Owner's responsibility to contact the Board or Management Agent prior to the originally scheduled hearing date to determine whether a continuance request was granted.

F. Hearing Procedures.

(1) If a hearing is requested and/or scheduled, as set forth above, a hearing shall be conducted by the Board to afford the Respondent a chance to present his or her position regarding the alleged violation(s) of the Governing Documents. However, if the Respondent fails to appear at the hearing at the scheduled time, the Board may deem the allegations to have been admitted.

(2) Any defects in the hearing notice shall be deemed waived by the Respondent if the Respondent appears at the hearing (either in person or by legal counsel).

(3) The Board, or the presiding officer at the hearing, may determine the manner

in which the hearing will be conducted, such as setting reasonable time limits on presentations, so long as the procedures are otherwise consistent with the Condominium Act and the provisions of this Resolution. Respondents have the right to have their own legal counsel represent them at the hearing, but attorney-representation is not required. Respondent's failure to have an attorney at the scheduled hearing shall constitute a waiver of such right for purposes of the hearing.

(4) The hearing shall be conducted in executive session unless the Unit Owner requests that the hearing be open to other Unit Owners, and further provided that the presiding officer may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. Regardless, the Board may allow witnesses and/or complaining parties to make presentations to the Board during the hearing.

G. **Decision.** After all presentations have been made within the allotted time period, the Board shall decide the matter by majority vote of the members of the Board participating in the hearing; if additional time is needed to reach a decision, the Board may continue the hearing to an announced date and time, with no further written notice required. Within seven days after the conclusion of the hearing (including any continuances), the Board shall notify the Unit Owner of its decision in writing, by hand-delivery to the Unit Owner or by certified mail, return receipt requested, to the Unit Owner's address of record with the Association.

H. **Sanctions.** After complying with the procedures in this Resolution, the Board has the authority to impose the following sanctions (in addition to, or instead of, other remedies available to the Association):

(1) Violation Charges. Assess monetary charges for violations of the Governing Documents (other than nonpayment of assessments). The Management Agent shall send a notice or invoice to the Unit Owner for all assessed violation charges and such charges shall be due and payable within 30 days of such notice or invoice. Any assessed violation charges shall be in amounts authorized by the Condominium Act, and shall be treated as an assessment against the Owner's Unit for the purposes of collection and filing liens. Such amounts also shall be the personal obligation of the Unit Owner. Currently, the Condominium Act provides that for each single violation, a charge of up to \$50.00 can be assessed; or for a violation of a continuing nature, a charge of up to \$10 per day can be assessed for up to 90 days or until the violation ceases, whichever occurs first; or

(2) Suspension of Use Rights. For assessment accounts that are more than 60 days past due, suspend the right of the Unit Owner to use Association-provided facilities and services, including but not limited to the use of the pool, clubhouse, and any Common Element (and/or Limited Common Element) parking spaces. The suspension applies not only to the Unit Owner but also to all occupants of, and visitors to, the Owner's Unit. Suspensions remain in place until the account is paid in full, unless a different arrangement is agreed to by the Board as part of an approved payment plan to settle the debt. Once parking privileges are suspended and written notice of the suspension is delivered or mailed to the Unit Owner, vehicles in violation of the suspension become subject to immediate towing at the vehicle owner's sole risk and expense.

I. **Other Remedies.**

This Resolution shall not be interpreted to require the use of the above notice and hearing procedures prior to the Association exercising any other remedies authorized or available under the Condominium Act or the Governing Documents. The exercise of any one or more remedies shall

not constitute an election of remedies. Remedies may be cumulative and also include, without limitation, the following:

(1) Abatement and Removal of Violations in Unit. The Board has the authority under Section 10.1(e) of the Bylaws to enter an Owner's Unit to abate and remove any structure, thing or condition that violates the Governing Documents, at the expense of the noncompliant Unit Owner;

(2) Legal Action. The Board reserves the right to file of a lawsuit for monetary damages and/or injunctive relief;

(3) Resale Disclosure Packet. Violations of the Governing Documents may be disclosed in any resale disclosure certificate issued by the Association in conjunction with the sale or other transfer of a Unit; and/or

(4) Reporting to Government Officials. Violations implicating local, state or federal laws, ordinances or regulations may be reported to the appropriate government official, agency or department.

J. **Records.** The Board or Management Agent shall keep copies of all correspondence related to violations in the Unit Owner's file or in a separate file specifically for violations. A record of each hearing shall be kept; a form similar to that attached hereto as Exhibit A may be completed and placed in the Association's records to satisfy this requirement.

Resolution effective: _____, 20__.

Regency Park Villas Condominium Unit Owners Association, Inc.
EXHIBIT A
Policy Resolution (Covenant and Rule Enforcement: Notice and Hearing Procedures)

RECORD OF HEARING

Hearing Date and Time: _____ Date Notice Given of Hearing: _____

Unit Owner(s): _____

Unit Address: _____

Mailing Address if other than Unit: _____

Alleged Violation(s): _____

Provision(s) of Condominium Instruments/Rules Allegedly Violated:

Persons in Attendance: _____

Decision of Board and Reasoning:

Charges Imposed (date commencing):

Additional Comments:

Regency Park Villas Condominium Unit Owners Association, Inc.

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 101101

Pertaining to: Covenant And Rule Enforcement Policy: Notice And Hearing Procedures

Duly ratified and re-adopted at a meeting of the Board of Directors held on October 10, 2011.

Motion by: Mark Shelley Seconded by: Davey Zellmer

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> Director	X	___	___	___
<u>Sue Murphy</u> Director	X	___	___	___
<u>[Signature]</u> Director	X	___	___	___
<u>Davey Zellmer</u> Director	X	___	___	___
<u>Mark Shelley</u> Director	X	___	___	___

ATTEST:

[Signature]
Secretary

10/10/11
Date

FILE:
Book of Minutes 2011
Book of Resolutions:

Resolution effective: Nov 14th, 2011.

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing Policy Resolution was mailed to the members of Regency Park Villas Condominium Unit Owners Association, Inc. on this 14th day of October, 2011.

[Signature]
Community Manager (or Secretary)

**Regency Park Villas Condominium Unit Owners Association
Architectural Review Application**

In accordance with Section 6.6 (page 16) of the Bylaws of the Association and Section 55-79.68 of the VA Condominium Act, I (We) _____, request consideration and approval for the following modification(s) to my (our) unit # ____ - ____ located at:

Description of request:

IMPORTANT : THIS APPLICATION INCLUDES THE FOLLOWING: (Please Check Off)

- County Recorded Plat showing the location of all improvements (should be in your closing paperwork)
- Measurements of all improvement (exterior elevations) Picture or Architectural Drawing
- Specifications of Materials on all improvements Color Scheme and other details affecting the exterior appearance
- Copy of the building permit (if applicable).
- \$100 non-refundable satellite dish deposit (if applicable).

Start date: Proposed start date Estimated completion date: _____

I (we) have read the legal documents and the satellite dish guidelines of the Association and am aware of all regulations concerning this project. I (we) understand that any construction or exterior alteration undertaken by me (us), or in my (our) behalf, before final approval of the application is not allowed. I (we) understand that if such construction does take place prior to final approval I (we) may be required to return the unit to its original former condition at the unit owner's expense. I (we) understand that I (we) am responsible for the upkeep and maintenance of all modifications made to the unit. I (we) assume total responsibility and liability for all the modifications approved and releases the Association from claim regarding these modifications. I (we) understand that members of the Board of Directors are permitted to enter upon my (our) unit for the purpose of inspecting the proposed project, the project in progress, and the completed project.

Applicant Signature(s) _____
Date: _____
Phone # _____

Do not write below the dotted line

Committee's Recommendation:

Approved _____ Disapproved _____
Date _____
Remarks: _____

If you disagree with the decision of the Covenence Committee and wish to appear before the Board of Directors to communicate your request and appeal, you must inform the Board in writing at the above address within thirty (30) days.

PLEASE NOTE: The review process can take between 30-45 days for a fully completed application. Please leave appropriate time between application and proposed start date.

**Regency Park Villas Condominium Unit Owners Association
Architectural Review Process**

- All applications shall be presented on an official RPV Architectural Review Application. These applications will be made available through various methods including hard copies located in the RPV Club House.
- The applications shall be provided to the management company identified below (*Landmarc* Management) via mail or in person. **Do not present these applications directly to the Board of Directors or members of the Covenant Committee.**
- E-mail applications will be accepted only if the applicant's signature is visible on the application form.
- Our management company will mail a copy of the final disposition to the applicant for their records. However, the applicant may be notified by phone or e-mail of the final disposition to save time, this document will contain any pertinent notes and information. The management company will maintain the official copy.
- All dispositions that have resulted in a denial will include the reasoning behind that decision.
- All denials may be appealed to the RPV Board of Directors, only. Their decision will be final.

The following address is provided for all mail communications with the Covenant Committee or the Regency Park Villas Board of Directors:

*Regency Park Villas
c/o Landmarc Real Estate
P.O. Box 7268
Fredericksburg, VA 22407
(540)371-3406 ext. 221
(540)548-1998 Regency Park Office*

Note: Application form is provided on other side.