



# **RULES AND REGULATIONS**

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## OVERVIEW

### **1. Adoption of Rules and Regulations**

Lakeside at South Riding Condominium Unit Owners Association ("Association"), acting through the Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

### **2. Definitions**

Wherever in these Regulations reference is made to "unit owners," such term shall apply to the owner of any unit, to such owner's tenants and such Owner's (or such tenant's) household, servants, employees, agents, visitors, guests, invitees or licensees. Wherever in these Regulations reference is made to the Association, such reference shall include the Association, its Board of Directors, authorized committee representatives and the Managing Agent when the managing agent is acting on behalf of the Association.

### **3. Compliance**

All unit owners shall comply with all the Regulations hereinafter set forth governing the building, stairwells, building entrances, patios, decks, drives, recreational areas, grounds, parking areas and any other appurtenances.

### **4. Right to Change Regulations**

The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

## **RESTRICTIONS ON USE**

### **5. Permissible Use**

No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed, provided, however, that the Board of Directors may approve that an Owner may maintain an office or home business pursuant to Section 5.8 of the Bylaws. Other than any unit designated by the Board of Directors for non-residential use, each unit shall be used as a private residence.

### **6. Obstruction/Storage**

No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements (except areas designated for storage by the Condominium instruments or the Board of Directors) without the approval of the Board of Directors or the Covenants Committee. This shall include any item outside of the unit itself excluding patio furniture which may be placed upon the unit owner's patio or deck. Under no circumstances may a patio or deck be used for storage purposes. To place an item outside of the unit itself, a request must be made, in writing, to the Covenants Committee. Permission may be granted if the Covenants Committee determines that said item does not detract from the appearance of the building, interfere with easy access to a unit, create a hazard of any kind, increase insurance liability for the association, or cause any alteration of the building. The exception to this regulation is reasonable and appropriate "seasonal decorations" which are permitted but which must be removed within thirty days following the holiday in question. Nothing shall be altered or constructed in or removed from the common elements except with the prior written consent of the Board of

Directors or the Covenants Committee, as appropriate.

**7. Common Areas**

The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The sidewalks, building entrances, and stairwells shall be used for no purpose other than for normal transit. Under no circumstances may ornamental decorations (including, but not limited to, floral arrangements or decorative statuary) be placed on the stairs. Exterior decorative benches may be placed on the landing area only with the approval of the Covenants Committee. The Covenants Committee will only approve decorative benches which allow for the free and ready access to any unit in the building and which meet insurance requirements.

**8. Insurance/Ordinances**

Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation. Inflammable material may not be kept in any unit or storage area or on or in any limited common element. Pursuant to this regulation, and in compliance with ordinances set forth by Loudoun County, NO grills, other than electric grills, may be used or housed within any part of the building (including all garages) nor may they be used in any of the common areas.

**9. Trash**

All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element. All boxes must be broken down and placed within the receptacle. Under no circumstances shall large items be placed within the dumpster area unless broken down and placed in the receptacle itself. Anyone not adhering to this policy will be assessed the amount of the cost of the special pickup. No exceptions.

**10. Loitering**

Except in the recreational areas designated as such by the Board of Directors, no playing or loitering shall be permitted. Baby carriages, tricycles/big wheels, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall not be left unattended in common areas of the building, stairwells, building entrances, parking areas, sidewalks or lawns or elsewhere on the common elements

**11. Sewer**

The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other items not intended for disposal in a toilet shall be flushed down. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the unit owner causing such damage.

**12. Cleanliness and Repair**

Each unit owner shall keep the unit and limited common elements in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, patios or decks thereof,

any dirt or other substance. Decks and patios may be covered with astro-turf type outdoor carpeting, provided that said carpeting is properly installed and allows proper drainage. It must be at least 12" away from the perimeter of the deck/patio and cannot be permanently affixed to the floor. With the exception of grass green, all colors must be earth tones.

### **13. Structural Integrity**

Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.

### **14. Compliance with Law**

No improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property, and, if the latter, then the cost of such compliance shall be a common expense.

### **15. Noise**

No unit owner shall make or permit any disturbing noises in any building or do or permit anything which will interfere with the rights, comfort or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their unit (including surround sound) sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any such sound producing devices in a unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall unreasonably disturb or annoy other unit owners. Interior maintenance work which may cause a disturbance to other unit occupants should be limited to the hours between 8 a.m. and 6 p.m.

### **16. Non-Residential Use Prohibited**

Except for permitted non-residential uses, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium. No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising may be maintained or permitted on any part of the Condominium or in any unit. No unit shall be used or rented for transient, hotel or motel purposes. The right is reserved by the Board of Directors or the managing agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on any unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet. "Open house" signs will be permitted if put up and taken down the same day.

### **17. Leasing**

Pursuant to Article 5, Section 5.8 (12) of the Bylaws, no unit owner may convey his unit to any person who does not intend to occupy the unit as a principle residence until such time as at least 65 percent of the condominium is owner occupied. If the percentage of owner occupied units drops below 65 percent at

any time, then no unit owner may convey his unit to anyone who does not intend to occupy the unit and no unit owner may lease his unit to a tenant. To ensure compliance with these requirements, each unit owner must apply for and receive written approval of the Association in order to lease his unit. Such approval must be obtained each time the unit owner enters into a lease. In the event of demonstrated undue hardship to the unit owner, the Board of Directors may give written consent for a unit to be leased or to be conveyed to a person who does not intend to occupy the unit. These restrictions do not apply to any unit owner who purchased or acquired his unit before February 13, 2008.

**18. Window Furnishings**

Draperies, curtains or blinds must be installed by each unit owner on all windows of the unit and must be so maintained thereon at all times so that the exterior color will appear off-white. Said blinds, draperies and curtains must be kept in good condition as seen from the outside.

**19. Exteriors**

No unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry, patio or deck of such unit. The prohibition herein includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas or other items be installed by the unit owner beyond the boundaries of the unit.

**20. Clotheslines**

No clothesline, clothes rack or any other device may be used to hang any items on any window, patio or deck, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for each use by the Board of directors. Patios and decks shall not be used as storage areas. No patio or deck shall be enclosed or covered by a unit owner without the prior written consent of the Board of Directors.

**21. SATELLITE DISH & ANTENNA POLICY<sup>1</sup>**



**I. DEFINITIONS**

- A. *Antenna*: Any device that is used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution service (MDS), and local television broadcast signals (TVBS); and any device used to receive or transmit fixed wireless signals (FWS). A mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an antenna shall be considered part of the antenna.
  
- B. *Common Elements*: All portions of the condominium other than the Units and the limited common element(s) assigned to each Unit, as more specifically defined in the Association's Declaration. Common elements include, but are not limited to, open grassy areas, roofs and exterior walls (including exterior walls between the unit and the unit's patio or balcony).
  
- C. *Exclusive-use Area*: Limited common element, as defined in the Association's Declaration, in which the owner has a direct or indirect ownership interest and that is designated in the Declaration for exclusive use of owner. Limited common elements include, but are not limited to, the patio or balcony adjacent to a unit.
  
- D. *Fixed Wireless Signals*: Any commercial non-broadcast communications signal transmitted by wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. The term "fixed wireless signals" does not include, among other things, AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.
  
- E. *Mast*: Structure to which an antenna is attached that raises the antenna height.
  
- F. *Owner*: Any Association unit owner or, for purposes of these Rules only, any tenant lawfully entitled to occupy a unit within the Condominium.
  
- G. *Telecommunications Signals*: Signals received or transmitted by DBS, TVBS, MDS, or FWS antennas.

**II. INSTALLATION REQUIREMENTS**

## A. Antenna Size and Type

1. DBS, MDS, AND FWS ANTENNAS. DBS, MDS, and FWS antennas that are one meter (39.37 inches) or less in diameter may be installed by a unit owner. DBS, MDS, and FWS antennas that are larger than one meter in diameter are prohibited.
2. Antennas That Transmit Signals. All antennas that are capable of transmitting signals, including FWS antennas, must be labeled to provide notice of radio frequency (RF) safety hazards and reference the applicable FCC-adopted limits on RF exposure; in addition, all such antennas must be professionally installed (see *Section II.E.6.* below).
3. Prohibited Antennas. All antennas not specifically included within the definition of "antenna" set forth above, or otherwise covered by the FCC rule, are prohibited.
4. Number of Antennas. No more than one antenna for each type of service (as specified in *Section I.A.* above) may be installed by an owner.

## B. Location

1. Inside Unit if acceptable quality signals may be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then the antenna must be installed within the unit.
2. Acceptable Locations. Subject to the requirement in the prior paragraph, antennas shall be installed solely in the following locations (listed in decreasing order of preference):
  - a. inside the owner's unit
  - b. within the boundaries of the owner's limited common element/exclusive-use areas, as designated in the Declaration and on the plats and plans of the Association (such as patios and balconies). (See *Section II. C.* below); or
  - c. subject to the prior written approval of the Association's Board of Directors in accordance with *Section VII. C.* below, on common elements.
3. Unacceptable Locations/Encroachments: Except as otherwise provided herein, antennas shall not be placed upon or encroach upon common elements, any other owner's individual unit or limited common element, or the air space of another owner's limited common element or air space of the common elements. For instance, an antenna cannot be installed so that it extends out beyond the balcony or patio and into, on, or over common elements. Except as otherwise provided in *Section I.I.B.2.c.*

above, no antenna of any size may be placed or installed on the common elements, even if an acceptable quality signal cannot be received from within a unit or exclusive-use area/limited common element.

4. Shielded From View: Antennas shall be located in a place shielded from view from outside the Condominium or from other units to the maximum extent possible; provided, however, that nothing in this rule requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

### **C. Installation on Limited Common Elements / Exclusive-Use Areas**

1. In General: Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. Installation must comply with all applicable codes, take aesthetic considerations into account, and minimize the aesthetic and structural impact to the exterior and structure of the owner's unit, limited common elements or the common elements.
2. Do Not Damage Property: All installations shall be completed so that they do not materially damage the common elements, limited common elements, or individual units, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings. Installation of antennas on a limited common element does not convert the limited common element to individual property.
3. Preferred Locations: To the extent an acceptable quality signal can be obtained, the satellite dish should be installed on a tripod or similar device, not attached to any part of the structure, on the floor of the balcony/patio, fully inside the balcony/patio railing.
4. Installer Qualifications: To protect the interests of the owner and the Association, it is recommended that any installer other than the owner should be licensed, bonded and insured. Insurance should meet the following minimum limits:
  - a. Contractor's General Liability (including completed operations) — \$1,000,000; and
  - b. Workers' Compensation — Statutory Limits

It is recommended that the owner have the installer provide the Association with a copy of the installer's license and insurance certificate prior to installation, if other than inside the unit. This recommendation is intended to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions, and to protect the interests of the Association. Improper installation could cause damage to structures or pose a safety hazard to the Condominium's

residents and to Condominium or personal property.

The Association's management agent maintains a list of installers who have indicated their ability to install antennas in compliance with all regulations and procedures. This list of installers is provided solely for the convenience of the owners and shall not be construed to indicate the Association's endorsement or recommendation of a particular installer.

5. Securing of Antennas: Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
  
6. Drilling of Holes — Limited Common Elements: There shall be no holes drilled, made or put into structural components of limited common element exclusive use areas of the building unless this requirement prevents an acceptable quality signal or unreasonably increases the cost of antenna installation. The following devices shall be used unless their use would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:
  - a. devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
  - b. devices, such as ribbon cable, that permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall;
  - c. the unit's existing cable entry path; or
  - d. existing unit wiring for transmitting telecommunication signals and cable service signals into the unit.
  
7. Drilling of Holes — Common Elements: No unit owner shall be permitted to drill, put or make holes into the exterior building walls or other common elements, or to otherwise penetrate through the common elements for the purpose of routing antenna cable, without the prior written approval of the Board of Directors, and if approved, the penetration shall be properly waterproofed and sealed by the unit owner in accordance with applicable industry standards and building codes. This rule is intended to prevent structural damage to the building and residences from water and vermin or insect intrusion. The Owner shall be responsible for repair of all damages caused by their, or their agent's, penetration through common elements or limited common elements.
  
8. Use of Existing Coaxial Cable: If the owner currently subscribes to cable services and desires to use the unit's existing coaxial cable for the installation of the antenna, the Owner's use of the existing cable is at the Owner's sole risk and the Association shall not be responsible for any resulting damages or claims. The Owner must provide notice to the

current cable service provider as required by the cable provider, currently believed to be at least seven days, before attempting to splice or connect to the existing cable, and must comply with the cable service provider's requirements.

#### D. Maintenance Requirements

1. Owner Responsibility: Unit Owners with antennas are responsible for all related maintenance, repair and replacement obligations, and associated costs, including, but not limited to, the following:
  - a. place (or replace), repair, maintain, and move or remove antennas, to include, without limitation, when needed for the Association to do required maintenance to limited common elements or common elements;
  - b. repair damage to any property caused by antenna installation, existence, maintenance or use;
  - c. pay medical expenses incurred by persons injured by antenna installation, existence, maintenance, or use;
  - d. reimburse residents or the Association for damage caused by antenna installation, maintenance, or use or the failure to perform any necessary maintenance, repair or replacement;
  - e. restore building components at antenna installation sites to their original condition;
  - f. maintain all seals for any penetrations created in relation to the installation of the antenna; and
  - g. maintain, repair and replace any attachments associated with installation of the antenna;
  - h. repaint or replace antenna if the exterior surface of the antenna deteriorates.
2. Maintenance Affecting Common Elements: Owners must obtain the prior permission of the Association's management agent prior to performing service or maintenance on the owner's antenna if such service or maintenance may potentially affect or involve the common elements.
3. No Safety Hazard: Owners shall not permit their antennas to fall into disrepair or become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the prompt correction of any safety hazard.
4. Repair of Detached Antennas: If antennas become fully or partially detached, owners shall remove or repair such antenna within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the antenna immediately at the expense of the owner if the owner does not do so immediately.

## E. Safety

1. Compliance Standards: Antennas shall be installed and secured in a manner that complies with all applicable county and state laws and regulations, and manufacturer's instructions. Owners shall, prior to installation or as soon thereafter as reasonably possible, provide the Association with a copy of any applicable governmental permits that are required for safety reasons. In addition, upon request, the Owner shall make available to the Association a copy of the antenna manufacturer's instruction/safety manual.
2. Proximity to Power Lines: Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within 10 feet of power lines (above ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Obstructions: Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium. The purpose of this requirement is to ensure the safety of Condominium residents and personnel and the safe and easy access to the Condominium's physical plant.
4. Grounding: Antennas shall be permanently grounded in accordance with the manufacturer's specifications to prevent electrical and fire damage.
5. Professional Installation: Only professional installers shall install all antennas capable of transmitting signals, including FWS antennas. The purpose of this requirement is to minimize the possibility that the antenna will be placed in a location that is likely to expose Condominium residents and guests to the transmit signal at close proximity and for an extended period of time.

## III. ANTENNA CAMOUFLAGING

- A. Color: Owners shall purchase their antenna in a color, to the extent available, that most closely matches the color of the structure to which the antenna will be installed, or in the alternative, shall paint their antenna so that the antenna blends into the background against which it is mounted, so long as the painting of the antenna will not void any warranties or prevent the reception of an acceptable quality signal.
- B. Screening: Camouflaging antennas through inexpensive, visually attractive screening is required if antennas are visible from the street or other units, so long as such camouflaging does not prevent the reception of

an acceptable quality signal.

- C. **Wiring:** Exterior antenna wiring shall be installed so as to be invisible, to the greatest extent possible, from other units, the common elements or the streets and parking areas, so long as this requirement does not impair the installation, maintenance or use of the antenna. For instance, the owner can hide the wiring by using vinyl tubing that matches the color of the surface on which the wiring is installed, or such other camouflaging tubing, devices, or methods consistent with all applicable industry standards and manufacturer's instructions and warranties.

#### IV. MAST INSTALLATION

- A. Height/Encroachments:** Mast height may be no higher than absolutely necessary to receive acceptable quality signals. However, masts shall not encroach upon common elements, any other owner's individual unit or limited common element, or the air space of another owner's limited common element or air space of the common elements. For instance, a mast cannot be installed so that it extends out beyond the balcony or patio and into, on, or over common elements; as a further example, a mast cannot be so high as to extend beyond the upper boundary of the owner's unit and/or into the air space above the roof line.
- B. Prior Notification/Approval:** A mast that is 12 feet high or less and is consistent with the requirements of *Section IV. A.* may be installed subject to the ordinary notification process addressed below. Masts that would violate *Section IV. A.*, or which exceed 12 feet in height must be approved by the Board of Directors before installation due to safety concerns posed by wind loads and the risk of falling antennas and masts. Applications for masts requiring Board approval must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the need for the proposed mast. If the installation of a mast exceeding 12 feet in height (but which is otherwise consistent with *Section IV. A.*) will pose a safety hazard to Association residents and personnel, then the Board may prohibit such installation, and the notice of rejection shall specify these safety risks. Nothing herein requires the Board to approve masts that violate *Section IV A.*
- C. Professional Installation:** Approved masts exceeding 12 feet in height must be installed by a licensed and insured contractor due to safety concerns posed by wind loads and the risk of falling antennas and masts.

#### V. ANTENNA REMOVAL

If an owner's antenna is removed for any reason, then the owner must restore the property, at his/her expense, to the condition that existed prior to the installation

of the antenna.

#### **VI. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED.**

- A. In General: If antennas are installed on property that is maintained by the Association, the owner retains responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owner is responsible for all such costs.
  
- B. **Temporary Removal of Antenna:** If maintenance or repair requires the temporary removal of an antenna, the Association shall provide the owner with **10 days'** written notice of the need for temporary removal of the antenna. Owner shall be responsible for removing or relocating the antenna before maintenance begins and replacing the antenna afterward. If they are not removed in the required time, then the Association may do so at the owner's expense. The Association is not liable for any damage to antennas or any related equipment, seals or wires caused by the Association's removal. In an emergency, prompt removal may be required or may be done at the owner's cost.

#### **VII. NOTIFICATION PROCESS / PRIOR APPROVAL.**

- A. **Prior Notification:** Any owner desiring to install an antenna must submit prior written notification to the Board of Directors, care of the Association's management agent. The prior notification should be given as much in advance of installation as possible without unreasonably delaying the installation. The notification must include specific details regarding the intended placement of the antenna and related equipment and wiring, and must identify who (or what company) will be installing the antenna. Tenants must include their lease/rental agreement along with the written notice.
  
- B. **Non-Routine Installations/Clarifications:** If the installation is routine (i.e., conforming to all of the rules in this Resolution), the installation may begin immediately after submission of the notice. If the installation is other than routine for any reason or if the owner is unsure whether the installation will comply with these Rules, the owner and the Board of Directors (or the Association's management agent) must, prior to installation, establish a mutually convenient time to meet to discuss the proposed installation (usually within 72 hours after submission of the notice, if possible).
  
- C. **Prior Approval For Common Elements:** If an Owner desires to locate an antenna on the common elements in accordance with Section II.B.2.c above, then the Owner must first obtain the prior written consent of the Board of



Directors. The decision whether to allow placement of an antenna on common elements shall be in the sole discretion of the Board of Directors. The Board of Directors shall provide the Owner with a written decision as soon as reasonably possible, typically within 45 days after the Board receives the Owner's written application, which must contain a detailed description of the proposed antenna installation, a diagram of the proposed location, and an explanation why other permissible locations are unacceptable.

#### **VIII. INSTALLATION BY TENANTS**

These rules shall apply in all respects to tenants. The Association shall not be liable to any owner for a tenant's failure to comply with this provision. An owner shall be responsible for any damages caused by a tenant.

#### **IX. ENFORCEMENT**

- A. **Violation Charges, Costs, Attorney's Fees:** If these rules are violated, the Board of Directors may, pursuant to *Section 55-79.80:2* of the *Condominium Act* and after providing notice and an opportunity to be heard, assess a rule violation charge of \$50 for each violation or, if the violation is not corrected within a reasonable length of time established by the Board, a rule violation charge of \$10 per day, for a maximum of 90 days, may be imposed for each day that the violation continues. The Owner may be responsible for paying the Association's reasonable attorneys' fees, costs, and other expenses incurred in the enforcement of these Rules, as allowed by law and the Bylaws. In addition, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction.
  
- B. **Safety Hazards:** If antenna installation or maintenance issues pose a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation if time permits; otherwise, the Association may take such action as necessary to prevent injury to persons or property at the antenna owner's expense in accordance with *Article 9, Section 9.1(e)* of the *Bylaws*.
  
- C. **Non-Exclusive Remedies:** The remedies set forth in *Section IX* are not the Board's exclusive remedies for violations of these Rules, but rather are in addition to any other remedies available to the Board as provided by law or the condominium instruments.

#### **X. SEVERABILITY**

If any provision of this Resolution is ruled invalid by a court or the FCC, then any valid intent of that provision and the remaining provisions of this Resolution shall remain in full force and effect.

## **XI. RETROACTIVE APPLICATION**

- A. On Common Elements:** Any antennas previously installed on common elements without the written approval of the Board of Director must be removed within sixty (60) days of the effective date of this Resolution. If a unit owner is unsure of whether his/her antenna is currently installed on the common elements, then it is that unit owner's responsibility to request confirmation or clarification from the Board of Directors.
- B. On Limited Common Elements/Exclusive Use Areas:** Any antennas previously installed on limited common elements/exclusive use areas must comply with this Resolution (except the requirement for prior notification), unless bringing the antenna into compliance with this Resolution unreasonably delays, prevents or increases the cost of installation, maintenance or use of the antenna, or precludes reception of an acceptable quality signal.

## **XII. COMPLIANCE WITH SOUTH RIDING PROPRIETARY'S RULES AND REGULATIONS.**

All members of the Association are also members of the master association, South Riding Proprietary, by virtue of their ownership of units within the South Riding Community. Accordingly, all members of the Association (and all those lawfully entitled to occupy the units) are also responsible for knowing and abiding by any and all rules and regulations adopted by South Riding Proprietary, For information concerning any applicable Proprietary requirements for antenna installation and maintenance, unit owners should contact the Proprietary's management office directly.

### **22. Storm Doors<sup>2</sup>**

Storm doors to be installed on front entry doors of any unit within the Condominium shall be a full-view style, with or without self-storing screen feature, but shall have no decorative work or etched glass. The door shall have a narrow frame, of the same color as that of the front entry door frame/trim. An application shall be submitted to the Covenants Committee and written approval obtained from the Committee prior to the installation of storm doors. All storm door hardware shall be polished brass.

### **23. Keyless Front Door Lock<sup>3</sup>**

Keyless door locks to be installed on front entry doors of any unit within the Condo- minimum shall be 5" in assembled height and 3" in assembled width. The lock shall be polished brass (see attached). An application shall be submitted to the Covenants Committee and written approval obtained from the Committee prior to

the installation of the lock.

## **PET RULES**

### **24. Limits**

No animal, livestock, poultry or reptile of any kind, regardless of number, may be maintained, kept, boarded or raised, in any unit or upon the common elements, except that the keeping of an orderly domestic pet (e.g. dog, cat or caged birds) and aquarium fish and other limited species of animals which do not normally leave the unit and which do not make noise is permitted and provided that such animals are not kept for breeding purposes. Pursuant to the By-Laws, Article 5, Section 5.8(a) (8), written approval by the Board of Directors is required to maintain more than one pet per unit.

### **25. Nuisance**

A pet may be maintained in a unit only for so long as it is not a nuisance. Any pet causing or creating a nuisance or any unreasonable disturbance or noise may be permanently removed from the Condominium upon ten days written notice from the Board of Directors. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching, unhygienic behavior or offensiveness, or vicious actions.

### **26. Leashes/Grooming**

Pets must be leashed or carried when outside of a unit with leashes not to exceed a length which will permit close control of the pet. Failure to comply will result in a rules violation assessment and continued non-adherence of this directive will result in an order to remove said pet. No unit owner or resident shall, at any time, chain or leash a pet to a common element or limited common element. All pets shall be maintained in a clean, odor-free and parasite free manner.

### **27. Liability**

Pet owners are fully responsible for personal injuries and/or property damage caused by their pets and shall indemnify and hold the Association and each unit owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

### **28. Registration/Inoculation**

All pets which may leave the unit must be licensed and inoculated as required by law and registered with the Managing Agent. The Board of Directors may establish reasonable fees for registration, not to exceed the additional costs incurred by the Association resulting from the presence of the pets. A pet must be registered with the Managing Agent within fifteen days after the owner acquires said pet.

### **29. Cleanliness**

Owners of pets walked upon the common elements must promptly clean up their pet's droppings in all areas. Failure to do so will result in a penalty assessment and continued non-compliance will result in an order to remove said pet.

### **30. Feeding Stray Animals**

Residents are prohibited from feeding or harboring stray or feral animals within the Condominium.

## **PARKING<sup>4</sup>**

### **31. Applicability**

All Unit Owners shall comply with this Parking Policy Resolution and any applicable parking policies of the South Riding Proprietary, which is the master association for the South Riding community.

- a. "Unit Owner" or "Unit Owners", as used in this Resolution, means one or more persons who own a condominium unit.
- b. All rules and regulations applicable to Unit Owners are equally applicable to the Unit Owner's household members, their guests, invitees, tenants, agents or employees while on the condominium premises.
- c. Only approved vehicles, as that term is defined in Paragraph 32 below, are allowed to park, or be stored, on the Property. Each unit has the use of no more than two parking spaces for approved vehicles. This means that a Unit Owner may park no more than two approved vehicles on the Property at any one time.

### **32. Registration**

All residents shall register their motor vehicles with the Association Office by submitting the Homeowner/Tenant Questionnaire available from Management. Included in such form residents shall provide the make, model, year, color, license plate number and vehicle registration number. Any vehicle that is not registered shall not be considered an "approved" vehicle as the term is defined in Paragraph 33, below.

### **33. Definition**

The term "vehicle" includes automobiles, pick-up trucks, motorcycles, campers attached to the top of said pick-up truck. An "approved vehicle" means any vehicle that does not otherwise violate this Resolution or any other provision of the Association's condominium instruments and rules and regulations, or any applicable parking policy provision of the South Riding Proprietary.

### **34. Common Element Spaces**

Except for limited common element garages and driveways providing access to only those garages, all other common element parking spaces are available on a first-come, first-serve basis for those approved vehicles in accordance with this Resolution and any instructions accompanying the permits.

### **35. Parked Vehicles**

Unit Owners must make sure that the entire vehicle (including any attached equipment and accessories, and any other protrusions) fits within the boundaries of the parking space. No vehicle shall be parked so as to block another Unit Owner's access to a parking space, sidewalk or entrance.

### **36. Vehicle Types**

Trailers, campers, boats, recreational vehicles, and over-sized vehicles may only be parked or stored in those areas, if any, as may be specifically designated by the Board for such purposes. Absent such specifically designated areas, these types of vehicles are not approved vehicles and, therefore, shall not be parked on the Property.

- a. An "over-sized" vehicle shall mean any vehicle that (1) does not fit entirely within the boundaries of the regular parking spaces, (2) has a rated load

capacity in excess of 1.5 tons, (3) has more than two axles, or (4) has a gross weight of twelve thousand pounds or more.

### **37. Inoperable, Unlicensed, Abandoned Vehicles**

No inoperable, unlicensed, or abandoned vehicle shall be parked or stored anywhere on the Property.

- a. An "inoperable" vehicle shall mean any vehicle (1) that is not in operating condition, or (2) that does not display valid license plates, or (3) that does not display a valid inspection decal or displays an inspection decal that has expired (4) that does not display a Loudoun County decal.
- b. An "abandoned" vehicle shall mean any vehicle that has not been moved in more than thirty days and for which ownership cannot be identified after reasonable effort.

### **38. Commercial Vehicles**

No commercial vehicle whether owned by a Unit Owner, resident, guest or any other person, shall be permitted to remain on or be parked overnight within the Property, except that a commercial vehicle can be parked within a closed garage.

- a. "Commercial vehicle" shall mean any vehicle that (1) displays signs, lettering or advertising (other than typical, personal bumper stickers and the like); (2) has visible commercial equipment, including, but not limited to, ladders, pipes, tubes, plumbing, mechanical or electrical equipment, building, construction or landscaping materials; (3) any trailer used for transporting landscaping, lawn-care or other commercial equipment whether or not such trailer is attached to another vehicle; or (4) any vehicle licensed by Virginia or any other jurisdiction for use as a common or contract carrier or as a limousine.

### **39. Vehicle Repairs**

Except as otherwise may be designated by the Board, vehicle repairs are not permitted in garage or driveway spaces or any other part of the common elements, other than for emergency maintenance and ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements). Normal cleaning is to be done only areas designated by the Board, if any.

### **40. Use of Spaces**

No signs, initials, numbers or any other addition/alteration to parking spaces or any other common elements may be painted, marked or erected by Unit Owners. Other than approved vehicles, nothing may be stored, erected, attached to or otherwise placed on parking spaces or other common elements.

### **41. Liability**

Unit owners shall be liable for any damages caused by vehicles to the parking spaces or any other common elements and for any resulting repair costs, including, but not limited to, damage to pavement, curbs and gutters, signs and identifications, landscaping, etc.

### **42. Designated Parking Spots**

No vehicle shall be parked in an area not designated as a parking spot. There shall be no parking in any designated fire lanes, along any other yellow-painted curbing, or in grassy or unpaved common elements. There shall be no unlawful parking in any designated handicap parking space, if any.

#### **43. Visitor Parking**

Any parking spaces designated by the Board as visitor parking spaces shall be used only by persons visiting a condominium resident or by persons providing services to the Association.

#### **44. Garage Use**

No garage shall be utilized for other than the storage of vehicles and other types of items normally stored in a garage. Except for the purposes of immediate access to the inside of a garage, garage doors shall at all times remain in a closed position.

### **PARKING ENFORCEMENT AND TOWING**

#### **45. Signs**

Signs will be posted at the entrance(s) to the Property stating that any unauthorized or trespassing vehicles will be subject to immediate towing and storage at the expense of the vehicle owner, and providing the telephone number of the towing company that can be called for information regarding the retrieval of a towed vehicle.

#### **46. Violations**

Violations of the South Riding Proprietary parking policy shall also subject Unit Owners to the enforcement and compliance procedures set forth in any such policy.

#### **47. Towing Authorization**

Except as otherwise provided in this Resolution, only the Board (or the Board's designated Board member) or the Managing Agent is authorized to have a vehicle towed from the Property for violation of parking policies established by the condominium instruments and this Resolution. The Board, however, may delegate to a towing company, on a contract basis, the responsibility for towing vehicles as provided for in this Resolution.

#### **48. Unauthorized Vehicles**

If an unauthorized vehicle is parked in a garage or driveway space, then the Unit Owner to whom that space is assigned (or that Unit Owner's tenant) shall be the only person(s) authorized to have the vehicle towed from that space. If the Unit Owner or tenant elects to have an unauthorized vehicle towed from their parking space, then that Unit Owner or tenant must call the towing company under contract with the Association and must be present when the towing company arrives in order to provide the towing company written documentation showing evidence of ownership of, or residency at, the Unit in question. Vehicles are towed and stored at the sole risk and expense of the vehicle owner.

- a. Unit Owners and tenants, rather than the Association, personally and solely assume full and complete legal and financial liability, risk and responsibility associated in any way with having a vehicle towed and shall indemnify the Association for all costs, actions and attorneys fees associated with improper tows.

#### **49. Violation Charges**

In the event that a Unit Owner violates a provision of this Resolution, and in addition to any other remedy otherwise available to the Association, the Board may assess charges against that Unit Owner not to exceed \$50 per violation or, in the case of continuing violations, \$10 per day for each violation until the

violation is abated, for a period not exceeding 90 days, or the maximum amounts otherwise allowed by law. Such assessments shall be imposed in accordance with the notice and hearing requirements set forth in *Section 55-79.80:2.B.* of the *Act* and as may otherwise be adopted by the Board.

- a. For enforcement purposes, charges that are specially assessed against Unit Owners shall be treated as an "assessment" as that term is used in the *Act* and the Association's condominium instruments and rules and regulations.

**50. Suspension of Parking Privileges**

A Unit Owner's parking privileges may also be suspended if the Unit Owner is more than sixty (60) days delinquent in paying assessments to the Association. Such a suspension shall be imposed in accordance with the notice and hearing requirements set forth in *Section 55-79.80:2.B.* of the *Act* and as may otherwise be adopted by the Board, and once imposed, shall continue for as long as the Unit Owner's assessment account remains delinquent.

**51. Cumulative Remedies**

All remedies are deemed to be cumulative and the assessment of charges shall not constitute an election of remedies.

**MISCELLANEOUS PROVISIONS**

**52. Responsibility**

It shall be the responsibility of each Unit Owner to advise their tenants, family members or other guests of the rules and regulations in this Resolution. Ignorance of these regulations shall not preclude their enforcement.

**53. Exceptions**

Exceptions to the rules and regulations contained in this Resolution may be granted by the Board to any contractor, either now retained or to be retained by the Association, for the purpose of performing maintenance and repair within the Property, but only to the extent required to reasonably fulfill the terms of the service contract.

**54. Reporting Violations**

Reporting of violations of these regulations should be made to the Association's management agent in writing. Information such as location, date, time, and type of violation and the make, model, license plate number and color of the violating vehicle must be provided. In cases where Association property is damaged, the reporting individual should include a written description of the damage.

**55. Modification**

The Board has the right to make modifications or amendments to this Resolution. Thirty (30) days' written notice shall be given to all Unit Owners prior to the enforcement of any such modification or amendment.

**56. Towing Agreement**

In order to enforce the towing provisions of these regulations, the Board will enter into a towing agreement with a properly licensed towing company for the towing of vehicles pursuant to these regulations and applicable law. The Board will provide the towing company with a form or diagram showing the parking space

assignments. In addition, the Board will ensure that all necessary signage is posted pursuant to applicable law.

## **STORAGE**

### **57. Personal Property**

No personal property may be stored on the common elements except in storage areas designated as such by the Condominium Instruments or by the Board of Directors. All personal property, including property located inside of vehicles or storage pods parked on the common elements, placed in any portion of the building or any place appurtenant thereto, including without limitation, the storage areas, shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Storage pods must be removed from the common elements within seventy-two (72) hours of being parked on the property.

### **58. Liability**

Should an agent of the Association at the request of a unit owner or resident move, handle or store any articles or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such agent shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

## **ENTRY INTO UNITS**

### **59. Key on File**

While there is not currently a "master key" system for units in the Condominium, each unit owner must place on file an emergency number in the event access must be made to their unit in their absence. It is suggested that each owner or resident maintain a copy of their key or code to their keyless lock with a neighbor, and said information as to the timely location of said key or code will be on file with the Managing Agent and the Board. If said key or code is used, notification, in writing, will be sent to the unit owner setting forth the reason for, date and time of such entry.

### **60. Authorized Entry**

The agents of the Board of Directors or the Managing agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any room or unit in the building upon reasonable notice to the unit owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation, pest control.

### **61. Assumption of Risk**

Agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a unit owner or resident. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the agents of the Association, the unit owner or resident assumes the sole risk therefore and the unit owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any



responsibility for loss or damage in such cases. Deliveries requiring entrance to a unit owner's unit will not be accepted.

## **RECREATIONAL AND COMMON FACILITIES**

### **62. Use at Own Risk**

All persons using any of the recreational or common facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No such person shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to the limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such unit owner growing out of the use of the recreational or common facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.

### **63. Responsibility for Damage**

Any damage to the building, recreational facilities, or other common elements or equipment caused by a unit owner, resident or such unit person's pets shall be repaired at the expense of the unit owner. The unit owner shall be responsible for the deductible on any insurance claim.

### **64. Suspension of Right to Use Recreational Facilities**

In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors of the Association shall have the right to suspend or revoke a unit owner's privileges for a reasonable period not to exceed the duration of the default or violation if payment of the assessment on the unit is delinquent for more than 60 days or for other violations of the condominium instruments or the rules and regulations.

## **MOVING**

### **65. Moving Guidelines**

Move-ins and move-outs are restricted to the hours between 8:00 a.m. and 8:00 p.m. Monday through Saturday, excluding holidays. One person needs to be with the moving truck at all times in case of an emergency. Each unit owner or resident is responsible for the proper removal of trash, debris, crating or boxes relating to that unit owner's move-in or move-out. Notice of said move-out must be given to the Managing Agent at least 15 days prior to said move to allow for a scheduled resale inspection of said premises by the Managing Agent.

## **ADMINISTRATION OF THE ASSOCIATION**

### **66. Payment of Assessments**

All charges and assessments imposed by the Association are due and payable on the first day of each month, with a ten-day grace period. Payment shall be made to the Managing Agent by check or money order, payable to the Condominium. Cash will not be accepted.

### 67. Complaints

Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Managing Agent or to the Board of Directors.

### 68. Decorum

No unit owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Unit Owner's Association.

## INSURANCE<sup>5</sup>

### 69. Master Policy

The Condominium's master insurance policy does not offer any coverage for the personal possessions of the unit owners lost during fire, flood, or other casualty. The policy also does not cover any improvements made to the unit or the personal liability of the unit owner for damages to other parts of the structure from causes originating in a given unit. The current deductible amount on the master policy is \$25,000 and it is highly recommended that each unit owner have "HO-6" insurance coverage (and appropriate riders or endorsements) to cover this amount and for their personal possessions. Owners should make it a requirement in their lease that tenants purchase renter's insurance, called an "HO-4" policy.

- a. **Determination by Board:** If loss or damage to a unit(s) or the common elements results from a condition originating in a Unit, the Board by a majority vote shall determine whether the loss or damage occurred due to the act, negligence, misuse or carelessness for which such Unit's owner is responsible (including the act, negligence, misuse or carelessness of any member of such Unit Owner's household or such Unit Owner's guests, invitees, tenants, agents or employees).
- b. **Board's Discretion; Standard:** The determination as to whether the loss or damage to other unit(s) or the common elements arose as a result of an act, negligence, misuse or carelessness will be made by the Board of Directors in its sole discretion based upon the following standard:
  - If the loss or damage arose as a result of the failure of a Unit owner to make required repairs or maintenance to his or her Unit; or
  - If the loss or damage arose as a result of the Unit Owner's act, negligence, misuse or neglect (or that of the Unit Owner's household members, guests, invitees, tenants, agents or employees). (SEE EXHIBIT A)

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The Board may in its discretion determine, *inter alia*, that a failure by the Unit Owner (or the Unit Owner's tenant or household members) to maintain the unit and its related components, equipment, appliances and appurtenances in good order, condition and repair constitutes an act, negligence, misuse or carelessness for which responsibility may be imposed. If the Board finds that said loss or damage resulted from circumstances for which the Unit Owner or his tenant is responsible, the Board (or its agent) shall provide a brief explanation of the basis for the Board's finding.

- c. **Responsibility for Deductible in Insured Losses:** If the loss or damage to other unit(s) or common elements is determined by the Board to be the responsibility of the Unit Owner as noted above and is also a casualty loss covered by the proceeds of the Master Policy of insurance, said Unit Owner shall be responsible for payment of the insurance deductible. The deductible cost shall constitute an assessment against the Unit Owner's unit. If the Unit Owner fails to pay the deductible, then the deductible cost shall be charged to the Unit as an assessment for which the Association shall have a lien and shall be otherwise collected as an assessment. Notwithstanding the foregoing, in accordance with Section 6.1(e) of the Bylaws, if the insurance claim is for components of a unit, the deductible, if any, shall be borne by the unit owner determined to be responsible for the damage.
- d. **Losses Which Are Uninsured or Below the Deductible:** If the loss or damage to other unit(s) or the common elements is determined by the Board to be the responsibility of the Unit Owner as noted above and is not covered by the proceeds of insurance, or said loss or damage does not exceed the deductible amount under the insurance policy, the Unit Owner shall be responsible for the full payment of all costs of the maintenance, repair or replacement necessitated by the loss or damage. These costs shall constitute an assessment against the Unit Owner's unit. If the Unit Owner fails to pay these costs, then the costs shall be charged to the unit as an assessment for which the Association shall have a lien and shall be collected as an assessment.
- e. **Insured Losses Caused by Multiple Owners:** To the extent that the need for maintenance, repair or replacement under an insured loss arises as a result of the act, negligence, misuse or carelessness of several persons or entities, the cost of the deductible may either be charged against one of such persons or entities or equitably apportioned by the Board against all responsible persons or entities. The responsible Unit Owners shall be jointly and severally liable for the insurance deductible, and such expense shall constitute an assessment against their units. If an Owner fails to pay the deductible, then the deductible cost shall be charged to their Unit as an assessment for which the Association shall have a lien and shall otherwise be collected as an assessment.
- f. **Unit-to-Unit Losses:** The Board of Directors reserves the right not to impose liability or make a determination pursuant to this Resolution in circumstances where an uninsured loss originates in one unit and damages another unit(s), but does not damage the common elements, in which case the matter may be pursued by the unit owners involved without the Association's involvement.
- g. **No Change to Responsibilities:** This Resolution does not change the duties imposed on Unit Owners for maintenance, repair and replacement under the Declaration and Bylaws.
- h. **Unit Owner Insurance Encouraged:** Unit owners are expressly encouraged to purchase condominium unit owner insurance policies to cover their personal belongings, unit improvements and betterments, personal liability exposures, additional living expenses, and the Association's master property insurance deductible amounts that they are responsible for paying under this Resolution

## **CONSIDERATION IN USE OF UNITS**

### **70. Attire**

All persons shall be properly attired when appearing in any common elements of the property including stairwells, community buildings and any other public spaces of the Condominium.

### **71. Electrical Equipment**

All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

### **72. Major Appliances**

The installation of additional major appliances in any unit is prohibited. Such prohibited appliances include, but are not limited to, washing machines, dryers, refrigerators, freezers and additional dishwashers. Replacement of existing major appliances with other than comparable equipment is permitted only with the prior written approval of the Board of Directors or the Covenants Committee, as appropriate.

### **73. Detergents/Soaps**

Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only in accordance with manufacturer's directions.

### **74. Doors/Windows**

Unit entrance doors must be kept closed and secured at all times except when in use. If a storm door has been installed, the unit entrance door may remain opened. Windows and patio or deck doors should be kept closed during air conditioning season while the air conditioning system is in use in order to prevent condensation from forming in the unit's cooling mechanism and causing damage to carpets and floors.

### **75. Rugs/Carpeting**

Sufficient carpeting or rugs and padding shall be maintained on a minimum of eighty percent of the floor surfaces (excluding kitchens, closets and bathrooms) in units located over other units to adequately reduce transmission of sound between units.

### **76. Plants/Bird Feeders**

Outdoor plants, bird houses and bird feeders are permitted on patios and decks. However, care must be taken so that spattered seeds from the bird feeders and water from the planters do not interfere with the comfort of and use by residents of the units located below or adjacent. Failure to maintain said feeders, planters and birdhouses in a manner that does not interfere with a neighbor's comfort and ability to use their patio facilities will result in a request to remove all such appurtenances. Dead plants must be removed from the deck/patio. Silk or plastic flowers in planters must be removed or replaced each season. Any items placed on a deck or patio should be secured so as to protect against said items being blown or pushed off the deck.

## **GENERAL**

### **77. Planting**

The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements without the prior written consent of the Board of Directors. No fences may be erected around or on the common elements.

### **78. Solicitors**

Solicitors are not permitted. If any unit owner is contacted by a solicitor on the property, the Managing Agent must be notified immediately.

## **COLLECTIONS<sup>6</sup>**

### **79. Routine Collections**

- a. **Due Date:** All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month ("Due Date"). If required or requested by South Riding Proprietary (the master community association for South Riding), the annual assessment billed to a Unit Owner shall also include the annual assessment imposed by South Riding Proprietary.
- b. **Unit Owner's Mailing Address:** All documents, correspondence, and notices relating to assessments or charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by a Unit Owner. Non-resident unit owners must furnish the Association with an address where they can be contacted; otherwise, all notices shall be sent to the property address, which will be deemed to be the unit owners' record mailing address, and the unit owners shall be responsible for the information contained therein.
- c. **Non-Receipt of Notices:** Non-receipt of an invoice shall in no way relieve a Unit Owner of the obligation to pay the amount due by the due date.
- d. **Violation Charges:** Charges or costs assessed against a Unit Owner pursuant to the Association's Declaration, Bylaws, or rules and regulations, including, but not limited to, rule violation charges, shall be collected as an assessment or in such other manner as determined by the Board of Directors.

### **80. Remedies for Nonpayment of Assessment**

- a. **Late Fees:** If payment of any assessment, or any installment thereof, or other charge, is not received by the Association by the tenth (10th) day of each month, the account shall be deemed late and a late fee in the amount of twenty-five dollars (\$25.00), or such other amount as may be fixed by the Board of Directors, from time to time, in accordance with the governing documents, shall be automatically added to the account and thereafter be part of the continuing lien for assessments, as provided in Article 9, Section 9.2 of the Bylaws, until all sums due and owing have been paid in full. Late fees will apply to all payments that are not received when due, regardless of when they were mailed
- b. **Interest:** If payment in full is not received by the fifteenth (15th) day after the due date, the Association may charge interest from the due date at eighteen percent (18%) per annum, or other such maximum permissible interest rate.

- c. **Notices:** A "Late Notice" shall be sent to Unit Owners who have not paid their assessments by the tenth (10TH) day of the month. If payment in full, including late fees, interest, and costs is not received by the Association by the thirtieth (30TH) day after the due date, a "Notice of Intent to Accelerate Installments and File a Memorandum of Lien" shall be sent to the Unit Owner by first class mail. The Association may simultaneously send a copy of such Notice to the Mortgagee of the Unit, if known.
- d. **Acceleration:** If a Unit Owner fails to fully pay any two (2) consecutive assessment installments in a timely manner, then the remaining balance of the annual or special assessment for the entire fiscal year shall be immediately due and payable in full and a lien shall be placed against the Unit. The Association's legal counsel will notify the Unit Owner of the lien, and the Association will notify the mortgagee, if such information has been provided to the Association by the owner or mortgagee. However, failure to notify shall in no way affect the validity of the lien.
- e. **Suit Filing:** If payment in full, including late fees, interest, and costs is not received by the Association within sixty (60) days after the due date, a civil suit may be filed against the Unit Owner.
- f. **Further Legal Action:** If an account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action as directed by the Board.
- g. **Assessment of Costs and Attorney's Fees:** All costs, including, without limitation, legal fees, incurred by the Association as a result of any delinquency or violation of the Declaration, Bylaws, or rules and regulations of the Association shall be specially assessed or charged against the Unit Owner as provided in Article 9, Section 9.1 (a) and (b) of the Bylaws.
- h. **Returned Checks:** If the Association receives from any Unit Owner which fails to clear the unit owner's account, a reasonable service charge in the amount of \$50, or the maximum permitted by law, shall be charged to the unit owner; in addition, any fees charged to the Association by the Association's bank or other depository for processing the bad check, shall be posted to such unit owner's account. If there are two or more returned checks for payment of assessments in one fiscal year, the Board may require all future payments to be made by certified check or cashier's check or money order for the remainder of the fiscal year.
- i. **Board Waiver:** The Board may grant a waiver of any provision herein upon petition in writing by a Unit Owner alleging personal hardship. Such relief, if granted to a Unit Owner, shall be appropriately documented in the Association's records. Such documentation shall include the basis for taking such action.
- j. **Managing Agent Right to Waive:** The Board hereby authorizes the Managing Agent to waive the imposition of late fees on payments received after the tenth (10th) day of the month if the delinquent Unit Owner has owned the Unit for less than three (3) months at the time of the delinquency and, in the judgment of the Managing Agent, the delinquency was the result of a misunderstanding of the correct procedures relating to payment of the assessment. Such a waiver may be granted only once to any Unit Owner.
- k. **Crediting of Payments:** Payments received from a Unit Owner shall be credited in the following order:
  1. Charges for attorney's fees and court costs.
  2. All late fees, returned check charges or interest accrued, as applicable.

3. All other charges assessed against a Unit Owner as a result of violations of the Declaration, Bylaws, and/or Rules and Regulations.
4. The installments of the annual assessments and any special assessments against the Unit, applied first to the oldest amount due.
1. **Suspension of Rights:** A Unit Owner's privileges to use services and facilities, including parking, may be suspended if the Unit Owner is more than sixty (60) days delinquent in paying assessments to the Association. Such a suspension shall be imposed only after the Unit Owner is given notice and an opportunity for a hearing in accordance with the Association's Due Process Procedures and Section 55-79.80:2.B of the Virginia Condominium Act. Once imposed, the suspension shall continue for as long as the Unit Owner's assessment account remains delinquent.

### **81. Miscellaneous**

- a. This assessment collection resolution, once adopted by the Board of Directors on behalf of the Association, shall supersede and replace any previously adopted Association rules or regulations pertaining to the collection of delinquent assessments.
- b. The Board has the right to make modifications or amendments to this resolution. Thirty (30) days written notice shall be given to all Unit Owners prior to enforcement of any such modification or amendment C. The effective date of this resolution shall be thirty (30) days from the date a copy of the Resolution is mailed to Unit Owners.

## **COMPLAINT AND DUE PROCESS<sup>7</sup>**

### **82. Complaint**

- a. **Written Complaint:** Any Unit Owner, tenant, Management Agent, employee, or Board member who requests that the Board take action to enforce the condominium instruments or rules and regulations shall submit a written complaint that includes the date, specific complaint, and signature of complainant.
- b. **Submission to Board:** The complaint shall be submitted to the Board for a determination as to whether a violation has occurred or if assessments are past due by at least sixty (60) days.
- c. **Action on Violation.** If a violation is found, then the Board shall direct that appropriate action be taken, including but not limited to: (1) referring the matter to counsel; (2) referring the matter to local authorities; and/or (3) directing that a notice of violation be sent to the Unit Owner. Nothing herein shall be construed to mean that management cannot, on behalf of the Association, send a Notice of Violation to a unit owner based upon clear violations of the governing documents or rules and regulations upon the discovery of said violation.

### **83. Notice of Violation**

- a. **Notice of Violation.** If determined appropriate, the Association's notice of violation shall be issued in writing and delivered by hand or by first class mail to the Unit Owner at the Unit Owner's address listed in the Association records, or at the Unit address if no other address has been provided. A copy may be sent to the tenant, if there is a tenant.
- b. **Correspondence with Unit Owner.** If the violator is not a Unit Owner, the Unit Owner shall be provided with copies of all correspondence pertaining to

the violation and any ensuing penalties and hearings. The Unit Owner is ultimately responsible for all assessments of charges and the abatement/correction of all violations.

- c. **Contents of Notice.** In the notice of violation, the Board will notify the alleged violator of the nature of the alleged violation, action to be taken by the Unit Owner to abate the violation, and that the Unit Owner has seven (7) days, or such other reasonable period of time as the Board may determine, to correct the action.
- d. **Hearing Request.** The notice of violation shall state that the alleged violator may request in writing a hearing before the Board to avoid assessment of charges or suspension of use of facilities or services. The letter shall also state that if no hearing is requested, rules violation charges of the lesser of: one percent of such unit owner's annual assessment; or fifty dollars (\$50) per violation or ten dollars (\$10) per day for up to ninety (90) days for violations of a continuing nature may be assessed beginning the day after the expiration of the grace period if the violation is not remedied.

#### **84. Notice of Hearing**

- a. **Notice of Hearing.** In the event that a violation is not abated as required in the notice of violation, and the Unit Owner requests a hearing or if the Board determines a hearing is necessary, a notice of hearing shall be sent. The notice of hearing shall be delivered by hand or by registered or certified U.S. mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act. The notice of hearing will be delivered to the Unit Owner at the address in the Association's records or the Unit address if no other address has been provided.
- b. **Contents of Notice.** The notice of hearing shall specify the following:
  - 1. The time, date, and place of the hearing;
  - 2. That the Unit Owner, tenant, or resident shall be given an opportunity to be heard and to be represented by counsel before the Board;
  - 3. The alleged violation, citing pertinent provisions of the condominium instruments or rules and regulations; and
  - 4. That charges for violation of the condominium instruments and rules and regulations may include an assessment of up to the lesser of: one percent of the unit owner's annual assessment; or fifty dollars (\$50) for a single offense or ten dollars (\$10) per day for up to ninety (90) days for any offense of a continuing nature (or such greater amounts as may be authorized by the Act) In addition, if the violation involves a particular facility, the Unit Owner's privileges to use said facility may be suspended for a reasonable period.

#### **85. Hearing**

- a. **Scheduling.** The hearing shall be scheduled at a reasonable and convenient time and place within the Board's discretion. The Board, within its discretion, may grant a continuance. If the Unit Owner for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.
- b. **Privacy.** The hearing shall be conducted in private unless the alleged violator requests that the hearing be open to Unit Owners and residents and further provided that the chair of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing held, the Board, within its discretion, may



afford those residents involved with the dispute or violation an opportunity to be heard within reasonable time limits.

- c. **Conduct of Hearing.** The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the alleged violator to be heard and to be represented by counsel.
- d. **Rights of Complainant:** The Management Agent, Unit Owner, tenant, any person lodging a complaint, and members of the hearing panel shall have the right to: (1) call, examine, and cross-examine witnesses; (2) introduce testimony and evidence; and (3) rebut testimony and evidence, all within reasonable time limits imposed by the Board of Directors.
- e. **Failure to Appear at or Request a Hearing:** After proper notice has been given, if the Unit Owner fails to appear at the hearing or if no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges or suspend privileges from the final compliance date of the notice of violation or take such other action as may be authorized by the condominium instruments or by law.
- f. **Notification of Decision:** The Board shall notify the alleged violator of its decision, the assessment of any charges (or suspension of privileges to use facilities or services), and the date from which those assessments shall accrue and be due or suspension of privileges shall begin, which shall not be earlier than the date given in the notice of violation by which the violation must cease. Notice of the decision shall be delivered by hand or by registered or certified U.S. mail, return receipt requested within seven (7) days of the hearing.

#### **86. Records**

The Board or the Management Agent shall keep copies of all correspondence relative to rules violations in the Unit Owner's file or in a separate file for rules violations. Minutes of each hearing or meeting and a record of the results of the hearing or meeting shall be kept in the appropriate Association files.

#### **87. Suspension of Privileges or Assessment of Charges**

Pursuant to Section 55-79.80:2 of the Act, any suspensions imposed shall be in accordance with the Act, and charges assessed for violation of rules after notice and hearing shall be in amounts authorized by the Act and shall be treated as an assessment against such owner's unit for the purpose of Section 55-79.84 of the Act regarding liens. Such amounts also shall be the personal obligation of the owner.

#### **88. Other Remedies**

This Resolution shall not be deemed to require a hearing prior to assessments of rules violations charges if a hearing is not requested or to prevent the Association from exercising any other remedies authorized or available under the Act, the condominium instruments, or by law, and shall not constitute an election of remedies

**Modified 11/20/10 to include the following Resolutions/Policies**

2009-02 Pertaining to the Approval of Storm Door Styles

3009-03 Pertaining to the Approval of Keyless Lock Styles

4003-01 Parking Policy

5008-02 Responsibility for Repair Costs and/or Insurance Deductions Arising From Losses and Damages Originating in Units

**Modified 1/17/12 to include the following Resolutions/Policies**

6012-01 Assessment Collection Procedure

2012-02 Rules Violations: Complaint and Due Process

**Modified 02/2011 with Board approval:** Add #25 under *Pet Rules* which was inadvertently omitted from the 1/25/11 version

**Modified 05/2011 with Board approval:** Add "or vicious actions" in #25 under *Pet Rules*.

Add new #35 & #35(A) under *Parking*, which were inadvertently omitted in the 1/25/11 version, and move old #33(B) to become new #36(B). *Storage* moved from old #41 &

#42 to become new #56 & #57. Also, minor typos were corrected: #21.C.7 (*and f to and in*); #21.C.8 (*desire to desires*); #21.D.2. (*f such to if such*); #68 (*H06 to HO-6*).

**Modified 1/17/12 with Board approval:** Delete "whether or not in residence" from definitions; added "*Feeding Stray Animals*" under *Pet Rules*; delete section pertaining to leaving a key or key code with a Board Member under *Entry into Units*

**Modified 6/2014 with Board approval:** Add new 32. Registration under *Parking*