

Rules and Regulations

**Park Place @ Towne Square,
A Condominium**

PARK PLACE AT TOWNE SQUARE, A CONDOMINIUM

Rules and Regulations

REVISED: SEPTEMBER 21, 2005

SECTION I

INTRODUCTION

1. **The Condominium Concept.** Condominium ownership is a relatively new property right which, in effect, combines two older forms of ownership. The Condominium Unit Owner is (1) the sole owner of the portion of the Property which comprises his Unit, and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service his and other Units and Common Elements. The individual Unit Owner has an "undivided interest" in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements. An undivided interest gives the Unit Owner the right to share in the control of all Common Elements (subject to Declarant's reserved rights of control as outlined in the Declaration and Bylaws of the Condominium), but each Unit Owner must also pay that Unit's share of the normal expenses of operating and maintaining all the Common Elements. It is the ownership of an undivided interest in the Common Elements which sets the condominium ownership apart from other forms of property ownership.

2. **Authority.** Article III(f) of the Bylaws (the "Bylaws") of Park Place at Towne Square, a Condominium (the "Condominium") provides that the Board of Directors (the "Board") of Park Place at Towne Square Condominium Association, Inc. (the "Association") may adopt reasonable rules and regulations deemed necessary for the benefit and enjoyment of the Condominium. Accordingly, by resolution effective August 18, 2003, the Board adopted the following rules to govern the Condominium (the "Rules").

3. **Governing Documents.** The Rules should be considered with the Declaration of Condominium and any amendments or supplements thereto (collectively referred to as the "Declaration"), the Articles of Incorporation of the Association (the "Articles"), and the Bylaws. The foregoing documents are collectively referred to as the "Governing Documents." If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.

4. **Association Membership.** Each person who purchases a Unit in the Condominium automatically becomes a member of the Association.

5. **Property Manager.** The managing agent of the Condominium (the "Managing Agent") has not yet been selected. Until such time as a Managing Agent is retained, the operations of the Condominium will be managed by the Declarant.

6. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

SECTION II

USE OF UNITS AND COMMON ELEMENTS

1. **Residential Use.** Except as otherwise provided herein and in the Governing Documents, Units shall be used exclusively for residential purposes. Nothing in these Rules shall be construed to prohibit the Declarant from using any Unit owned by the Declarant for promotional, marketing or display purposes.
2. **No Commercial Use.** Except for those activities conducted as part of lawful home occupations, no Unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose.
3. **Lawful Use.** No improper, offensive or unlawful use shall be made of the Condominium 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 Condominium 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 Condominium, and, if the latter then the cost of such compliance shall be a Common Expense.
4. **Nuisances.** No nuisance shall be permitted to exist in any Unit. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted in any Unit or Common Element, or on any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity.
5. **Hazardous Uses; Waste.** Nothing shall be done or kept on the Condominium which will increase the rate of insurance applicable for permitted uses for other Units, the Common Elements or any part thereof without the prior written consent of the Board, including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept in the Condominium which will result in the cancellation of any insurance on any other Unit, the Common Elements, or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive charge may be kept or driven on the Condominium at any time. Each Unit Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Unit Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Unit Owner's Unit, the Common Elements, or any portion of the Condominium, or transport to or from any portion of the Condominium any Hazardous Materials

except in compliance with the Environmental Laws. No waste shall be committed on the Common Elements.

6. **Emissions.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney or BBQ grill emissions and no production, storage or discharge of Hazardous Materials on the Condominium or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water.

7. **Noise.** All persons present on the Condominium shall comply with the applicable local noise ordinance.

8. **Obstructions.** No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owners store anything upon any of the Common Elements without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

9. **Common Elements.** 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 improvements located on the Common Elements, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Unit Owner shall make any private, exclusive or proprietary use of any of the Common Elements without the prior written approval of the Board and then only on a temporary basis.

10. **Rental/Leases.** Unit Owners are permitted to lease their Units. No Unit shall be rented for transient or hotel purposes. No Unit shall be rented for an initial period of less than six (6) months. No portion of a Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and the Rules and Regulations, and providing that failure to comply constitutes a default under the lease. If the lessee violates the Condominium Instruments or Rules and Regulations and does not promptly cure such violation after receipt of notice thereof, the Unit Owner shall cause the lessee to vacate the Unit, and in the event the lessee does not vacate the Association may take whatever measures are necessary to have the lessee removed from the Unit and shall assess the Unit Owner for all costs and attorney's fees caused by such measures. The foregoing provisions of this subparagraph shall not apply to the Declarant, or to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. Unit Owners who lease their Units shall promptly notify the Association that the Unit has been leased and shall provide to the Association the names and daytime and emergency phone number(s) for the lessees.

11. **Litter.** It is prohibited to litter or deposit debris on the Common Elements.

12. **Moving.** Owners who are moving in or out of the Condominium must do so between the hours of 9:00 a.m. and 9:00 p.m.

13. **Sale of Unit.** Virginia law requires sellers of residential property to make certain disclosures to the purchasers. Upon the Unit Owner's request, the Association will provide a disclosure packet as required by the Condominium Act. The Association charges a fee for providing the disclosure packet.

14. **Seasonal Decorations.** Approval for seasonal decorations is not required so long as such decorations meet the following criteria:

- a. The decorations are displayed only so long as they are appropriate.
- b. The decorations do not make any sound.
- c. The decorations are not attached in such a way as to mar the finish on the door.
- d. Decorative holiday lighting shall not be operative prior to the 26th of November in any year, and removed not later than the following 7th of January.
- e. Seasonal decorations are to be removed no later than two (2) weeks after the holiday.

15. **Solicitation.** All door-to-door commercial solicitation is prohibited.

16. **Trash Removal.** The Association provides the trash removal service for the Condominium. All trash must be contained in sturdy plastic bags that are securely fastened. If you have large or bulky items to dispose of, you must make arrangements with the county for pickup of these items.

17. **Signs.** Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character (including, but not limited to, "for sale" signs) shall be erected, posted or displayed upon, in, from or about Common Elements without the prior written approval of the Board of Directors. No signs of any type shall be displayed to public view on any Unit, except customary name and address signs as are approved by the Board of Directors and customary signs offering the property for sale or lease not exceeding six square feet in size.

18. **SATELLITE DISHES.** Satellite dishes, antennae and similar devices for the transmission of television, radio, satellite, or other signals of any kind are prohibited; except:

(a) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter;

(b) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or

(c) antennae or satellite dishes designed to receive television broadcast signals which are one meter or less in diameter ("Permitted Devices");

(d) Permitted Devices shall be placed in the least conspicuous location on the Unit in which an acceptable quality signal can be received and screened from the view of adjacent Units, streets and Common Elements in a manner approved by the Board of Directors.

SECTION III

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

1. As a service to the Unit Owners, the Association will perform certain maintenance to the exterior of certain improvements located within a Unit as more particularly set forth in the Bylaws. No Unit Owner shall paint or alter the exterior of any improvements on or within his Unit, including, but not limited to, doors, windows, and fences, or install electrical wiring, television or radio antennae or other objects, machines or air conditioning units which may protrude through the walls, roof or windows of the Unit or in any manner alter the appearance of any exterior portion of the improvements on or within a Unit without permission from the Board of Directors. The Board of Directors shall be obligated to answer any written request by a Unit Owner for improvement in such Unit Owner's Unit within forty-five (45) days after such request. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by the Board of Directors only; without, however, incurring any liability on the part of the Board of Directors or Association or any of them to any government, municipality, contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to persons or damage to property arising therefrom. The Unit Owner shall pay the costs of filing any such applications.

2. The provisions of this Section III shall not apply to Units owned by the Declarant until deeds of conveyance of such Units shall have been recorded; provided, however, that Declarant's construction or alteration shall be architecturally compatible with existing Units. The Declarant shall have the right to make such construction or alterations without the consent of the Board of Directors and the Board of Directors shall execute any application to any governmental authority which may be required.

SECTION IV

PARKING AND VEHICLE RESTRICTIONS

1. Unit Owners shall have two parking spaces in their garage, two in their driveway and two additional parking spaces within the Common Elements on a first come first served

basis. On street parking is permitted in front of houses but is not permitted within 21 feet of any alleyway entrance. On street parking is not permitted in any alleyways.

2. Parking or storage of boats, trailers and all vehicles other than licensed, operable private passenger vehicles within a Unit or the Common Elements is prohibited unless they are garaged. Except for emergency repairs and maintenance performed in an enclosed garage, no Unit Owner shall repair or restore or permit others to repair or restore any vehicle upon any portion of the Condominium. No junk or derelict vehicles or other vehicles on which current license plates or inspection stickers are not displayed shall be kept upon any portion of the Condominium except within closed garages.

3. Complaints regarding the parking of vehicles should be directed to Declarant or, if a Managing Agent has been hired, to the Managing Agent.

4. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or the violating condition corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

5. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the owner of the vehicle as follows: (i) if the vehicle is parked in a NO PARKING ZONE or fire lane, double parked or otherwise blocking throughways, or causing an emergency situation, it will be subject to towing without notice; and (ii) if the vehicle is not parked as provided in (i), then it may be towed by the Association. The Association shall not be liable to the owner of the towed vehicle for trespass, conversion, or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing. In cases of towing in which notice is required, once notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be conclusive evidence of proper posting.

SECTION V

PET GUIDELINES

The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of orderly domestic pets is permitted subject to the Rules and Regulations adopted by the Board of Directors. Any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon ten (10) days' written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements unless accompanied by a person and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant 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. All pets shall be licensed and inoculated as required by law.

SECTION VI

DUE PROCESS

1. Violation of Governing Documents. Courtesy and cooperation among residents are a must for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if you feel uncomfortable talking to your neighbor, please contact the Declarant (or the Managing Agent if one has been retained) to request assistance. The complaint filed with the Declarant (or the Managing Agent if one has been retained) should be in writing and should document the problem as thoroughly as possible. The Declarant (or the Managing Agent if one has been retained) will attempt to resolve the problem informally. Final recourse is available through the Board which will schedule a panel to hear the complaint.

a. Informal Procedures for Violations of the Governing Documents.

(i) Noncompliance with the Governing Documents may be noted by a resident, a Unit Owner, or member of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Declarant (or Managing Agent, if one has been retained). Such notice shall specify the time, date, place and nature of the violation.

(ii) Upon receipt of such notice, the Declarant (or the Managing Agent, as the case may be) shall attempt to secure compliance by phone call, personal contact or by sending notice to the Unit Owner and, if applicable, the resident stating the time, date, place and nature of violation to be corrected and notice that noncompliance repetition or such violation may result in imposition of sanctions, fines and/or legal action after notice and hearings by the Board. A record of this action and a copy of all notices sent by the Board or Managing Agent and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

b. Formal Procedures for Violations of the Governing Documents.

(i) The filing of a formal complaint with the Board shall initiate the formal procedures set forth below. No Resident or Unit Owner may file a complaint unless the informal procedures set forth in paragraph 1 above have been exhausted and such violation was not corrected within the time period specified therefore in the notice sent by the Board or Managing Agent. The Complaint shall identify the specific provisions of the Governing Documents which the Unit Owner or resident is alleged to have violated or be in violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to

the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the informal attempts already utilized to resolve the complaint.

(ii) Every resident or Unit Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such resident or Unit Owner, the resident or Unit Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Unit Owner and, if applicable to the resident, at the address(es) of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Rules and/or Governing Documents has occurred, the Board shall have the power to assess charges against any Unit Owner for any violation for which the Unit Owner or the Unit Owner's family members, tenants, guests, or other invitees are responsible. The amount of any fines assessed by the Board shall be up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as a special assessment against the Unit Owner's Unit. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

2. **Interpretive Rulings.** Rulings of the Board of Directors may serve to (a) clarify the intent of provisions of the Governing Documents; (b) decide on the consistency of any such provisions with the other provisions of the Condominium Act or the Governing Documents; or (c) decide whether or not a rule or regulation was duly adopted.

a. **Petitions.** Any Unit Owner, officer or director or agent of the Association may petition the Board of Directors for an interpretive ruling by filing a written petition directed to the Board of Directors.

b. **Decisions.** Within 45 days of receipt of the petition, the Board of Directors shall issue a decision. Such decision shall be forwarded to the party requesting the decision and shall be distributed to the other Unit Owners by newsletter or other means.

3. **Further Actions.** All available avenues of resolution must be exhausted before any Unit Owner may resort to a court of law for relief with respect to any alleged violation by another member of any of the Rules or the Governing Documents.