

To: All Owners & Residents of Burke Cove Condominium  
From: Board of Directors & Covenants Committee  
Subject: Rules & Regulations

Burke Cove is a community of 448 units, consisting of residents of various backgrounds and ages. One of the differences between living in a condominium community like Burke Cove and living in a single-family home, or even in a townhouse, is the accommodation one must make to one's neighbors. These Rules and Regulations were promulgated with the intent of accommodating everyone's needs and yet giving the individual residents the widest possible freedom within those needs.

To understand how your community functions and how it can better serve you, you must fully understand the condominium concept.

The term "condominium" refers to a form of property ownership rather than a type of architecture. Just like the owner of a detached single family home, the condominium Unit Owner is the sole owner of his unit. But in addition, the condominium Unit Owner holds an undivided ownership interest in other property including the land upon which the entire condominium is developed, the parking facilities, lawns, recreational areas and other Burke Cove community facilities and property. The property owned in common is called the **common elements**. The ownership interest each owner has in the common elements cannot be separated from his ownership interest in his Unit. The common elements are all portions of the condominium, which are not included within the units. The common elements typically include the land, the portions of the building structure which support, enclose or service the units, the balconies and patios, the parking spaces, grounds, recreation areas and other community facilities.

Certain common elements are designated as **limited and/or reserved common elements**. A limited common element is a portion of the common elements set aside for use by less than the entire unit owners. In most cases, a specific limited common element is for the exclusive use and enjoyment of the owner and occupants of just one unit, such as the balconies, patios, storage rooms and assigned parking spaces. The use of the limited and/or reserved common elements is contingent on abiding by limits established by the Board of Directors, acting for the benefit of all.

The Rules and Regulations relate to the most common activities that take place in the units or the common elements, however there may be additional restrictions contained in the Burke Cove Resolutions, By-Laws and Declaration.



**Burke Cove Condominium  
Unit Owners Association**

**Rules & Regulations**

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**Revised 06/05**

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# **BURKE COVE CONDOMINIUM RULES & REGULATIONS**

## Compliance with Rules & Regulations

The Unit Owner shall comply at all times with all the Rules and Regulations set forth herein governing the buildings, public halls, balconies, patios, drives, recreational areas, grounds, parking areas and any other appurtenances and with any alterations or changes in the Rules and Regulations that the Board of Directors may adopt from time to time.

The Board of Directors may take any and all steps necessary to enforce these Rules and Regulations, as well as to enforce the Resolutions, By-Laws and the Declaration. Any expenses associated with the enforcement, including all legal expenses and court costs, shall be borne by the violator.

The Virginia Condominium Act currently grants the Association the authority to assess monetary charges of up to \$50 per offense or \$10 per day for offenses of a continuing nature, for violations of the Association covenants. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety days. Such charges are in addition to all other remedies allowed for in the Association Documents.

## Amendments and Priority

The Board of Directors has the right at any time to modify the Rules and Regulations and to modify or revoke any consent or approval given under them. These Rules and Regulations are supplementary to and subject to the provisions governing the Condominium set forth in the Declaration, the By-Laws and in the Resolutions of the Condominium.

To the extent these documents are inconsistent, the documents shall prevail in the following order: Federal laws, the laws and statutes of the Commonwealth of Virginia, the Declaration, and the By-Laws, Resolutions and these Rules and Regulations.

Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.

## **ARTICLE I USE OF UNITS AFFECTING COMMON ELEMENTS**

**Section 1.1 – Occupancy Restrictions.** No part of the condominium shall be used for any purpose except for housing and the common purpose for which the condominium was designed. Each Unit shall be limited to occupancy by single families, roommates, servants and guests. No Unit may be used or rented for transient hotel or motel purposes.

**Section 1.2 – Transfers & Leases.** Unit Owners may transfer or lease their Units subject to the following requirements:

A. No Unit shall be rented for an initial period of less than six (6) months.

B. All leases shall provide that the right of the lessee to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration, Bylaws and the Rules and Regulations.

C. A Unit Owner who leases his Unit shall, promptly following the execution of any such lease, forward a ratified copy thereof to the Board of Directors at least ten (10) days prior to occupancy by the Lessee, and the Lessee shall give the Association office ten (10) days notice of the date of the move-in. The Board of Directors must be notified of any continuation, extension, renewal or termination of the lease at least fifteen (15) days prior thereto.

D. Any sale or lease of any Unit must conform fully to applicable Virginia or local laws and ordinances. Upon change of occupancy, a Resident Information Form, indicating the name(s) & phone number(s) of any residents, must be completed and delivered to the Association office ten (10) days prior to such occupancy. This form is available at the Association office.

**Section 1.3 – Commercial Use.** No industry, business, trade, occupation or profession of any kind, commercial, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the condominium without the prior written consent of the Board of Directors and then only to the extent permitted by Fairfax County Zoning Ordinance pertaining to home occupations. In no event will consent be granted to any “home business” that would involve clients or any other such type of visitors coming to the unit. The fact that a use may be permitted under the Fairfax County Zoning Ordinance does not necessarily mean that it will be permitted by the Board of Directors pursuant to this Section.

**Section 1.4 – Advertising & Signs.** No window display or advertising will be maintained or permitted on any part of the Common Elements or any Unit. Upon prior written approval of the Board of Directors, small decals such as; to advise emergency personnel of medical conditions, pets or to indicate a “safe home” for children may be affixed to the unit door. No other sign of any character may be erected, or displayed upon, in, or from any condominium unit, common element or limited common element by any owner without the prior written consent of the Board of Directors. This includes, but is not limited to, “For Sale”, “For Rent” and/or “Open House” signs.

**Section 1.5 – Access to Units.** Each Unit Owner shall provide to the Association or the Managing Agent and the Association or Managing Agent shall have the right to keep, a working copy of any key(s). “Emergency keys” shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood or any other condition, which may adversely affect the Common Elements or other Units. The Association or Managing Agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to insure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a Unit for purposes other than those noted above. Unit Owners may provide to the Association or Managing Agent an additional working copy of any key(s) to a Unit for casual or non-emergency entry “convenience keys”. Such keys shall be similarly coded and secured and released only upon written authorization of the Unit Owner. No Unit Owner shall alter any lock or install additional locks, or knocker, or bell on any door of the Unit without the prior written consent of the Board of Directors.

The agents of the Board of Directors or the Managing Agents, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification.) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for: (i) any condition that may exist

that may be affecting the Common Elements, any other Unit or any portion of the common utility system, (ii) the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests;

**Section 1.6 – Attire.** All persons shall be properly attired when appearing in any of the following portions of the property; public halls, community buildings, parking lots, and any other public spaces of the Condominium.

**Section 1.7 – Electrical Devices or Fixtures.** No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors and adjustment of circuits. 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 electrical device in such Unit. Misuse or abuse of appliances or fixtures within a Unit, which affects other Units or the Common Elements, is prohibited; any damage resulting from such misuse will be the responsibility of the Unit Owner in whose Unit it will have been caused. Total electrical usage in any Unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

**Section 1.8 – Water Closets.** The water closets, and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ash or other improper articles shall be thrown therein. 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 central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions. The cost for repairing any damage resulting from misuse of any apparatus shall be borne by the Unit Owner causing such damage.

**Section 1.9 – Windows & Doors.** Unit doors opening into public hallways and building entry doors shall be kept closed and secured at all times except when in use. Windows and balcony doors should be kept closed during the air conditioning season while an air conditioner is in use in order to prevent condensation from forming in the Unit's cooling mechanism and causing damage to carpets and floors. Window screens shall be maintained in good condition, upon all windows, and all patio and balcony doors, at all times.

**Section 1.10 – Blinds, Shades, Curtains.** Draperies, curtains, venetian blinds, shades or interior shutters must be installed by each Unit Owner on all windows of his Unit and must be maintained in good condition at all times. All other window coverings require prior written approval of the covenants committee.

**Section 1.11 – Balconies & Patios.** Balconies and patios may NOT be used for any type of storage.

- A. Weight Limitations – The total safe limit of weight on the balcony is 60 pounds per square foot.
- B. Furniture – Only seasonal furniture, appropriate for outdoor usage, is allowed.
- C. Floor Coverings – Indoor/outdoor carpeting and floor coverings of a non-permanent type may be installed. Permanent types of floor covering (tiles, brick, or paving material); may be installed, provided that the plans for attaching the floor covering be approved by the Covenants Committee prior to installation. Nothing may extend beyond the edge of the balcony or patio.
- D. Painting – Painting of the walls, rails, or ceilings of the balcony or patio areas by the Unit Owner is prohibited.
- E. Enclosures – All types of screens, blinds, shutters, windows, enclosures and shade umbrellas are prohibited on the balconies or patios.

- F. Fixtures and Decorations – No fixtures or decorations may be fastened to the porch walls, ceiling or railings of the balconies or patios.
- G. Planters – Floor planters or flower boxes not exceeding the weight limitation in A. above and that do not extend above or beyond the balcony railing are permitted. Such planters or flower boxes are permitted on the patios. Pole planters are not permitted. No hangers for hanging plants may be installed in the balcony or patio ceiling, nor may planter boxes or hangers be installed in the masonry walls of the balconies or patios. Hanging plants may only be installed in the wood molding located around the perimeter of the ceiling. Potted plants, whose base does not exceed the width of the patio wall, shall be allowed to be placed on patio walls.
- H. Cooking – Cooking on balconies or patio is strictly prohibited. (see also section 2.4)
- I. Appliances - Small appliances, such as radios and televisions may be used on the balconies or patios, provided the noise levels are controlled to prevent disturbing the other residents and the appliances are used in accordance with local ordinances.
- J. Storage – Balconies and patios shall not be used for storage. No storage containers are permitted on the balconies or patios. Toys, sports and exercise equipment and other such items are not permitted to be kept on balconies and patios.
- K. Pets – Unattended pets shall not be allowed on balconies or patios. Pet waste on balconies or patios shall be promptly removed and properly disposed of.
- L. Flags – Flags of the United States, Commonwealth of Virginia, military services or of military valor or service awards, of an appropriate size (no larger than four by eight feet) may be displayed in accordance with generally accepted rules for display of the flag.
- M. Miscellaneous:
  - a.) The following items shall not be placed on balconies or patios:
    1. Bird feeders, squirrel feeders, food or seed intended for animals;
    2. Aerials or antennas;
    3. Clothing or other items for airing or drying;
    4. Items or furnishings, which may be pushed or blown off the balcony or patio.
  - b.) Nothing shall be dropped, thrown or swept from the balcony or patio.

**Section 1.12 – Cleanliness.** Each Unit Owner will keep his Unit in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the Common Elements or the other Units.

**Section 1.13 – Carpeting.** At least 80% of the floor areas of each Unit (not including the kitchen, closets and bathroom(s), but specifically including the hallway) must be covered by carpeting or rugs with adequate padding.

## **ARTICLE II USE OF COMMON ELEMENTS**

**Section 2.1 – Obstructions.** There will be no obstruction of the Common Elements, nor will anything be stored outside of the Units, except in the storage areas designated as such by the Board of Directors, without the prior consent of the Board of Directors. No baby carriages, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in public areas of the building or passageways, parking areas, sidewalks, lawns or elsewhere on the Common Elements.



**Section 2.2 – Storage.** All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage rooms, 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. Should an employee of the Association at the request of a Unit Owner move, handle Or store any article in storage rooms or remove any articles therefrom, then, and in every such case, such employee 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. Gas containers of any kind, and/or any other flammable products shall not be stored in the Unit, storage rooms or anywhere upon the Common Elements.

**Section 2.3 – Proper Use.** Common Elements will be used only for the purposes for which they were designed. No person will commit waste, i.e., littering, on the Common Elements or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the Common Elements which interferes with or limits the enjoyment of the Common Elements by all others. No playing or loitering shall be permitted except in areas designated as recreational areas. The parking lots are **NOT** designated recreational areas.

**Section 2.4 – Grills.** Cooking of any kind on balconies or patios is prohibited. Propane tanks and/or any other flammable fuel is not allowed to be stored anywhere in the community including on the balconies or patios, in the unit or storage room. Charcoal type grills may not be lighted or used with-in fifteen feet (15') of any building.

**Section 2.5 – Additions to, Appurtenances to, and Appearance of Buildings.** No appurtenant alterations, additions or improvements may be made to the Common Elements without prior consent of the Board of Directors or such committee established by the Board pursuant to' the declaration. Without such consent no clothes, sheets, blankets, laundry or any other kind of articles will be hung out of a building, exposed or placed 011 the outside walls or doors of a building or on trees. No sign (except as permitted in Section 1.4 above), awning, canopy, shutter, antenna or satellite dish will be affixed to or placed upon the exterior walls, doors, roof, railing or any part thereof or exposed on or at any window. Doorbells meeting the design approved by the Board of Directors may be installed. The guidelines are available at the Association office. Installation of personal gardens or the planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements. No fences may be erected around or on the common elements. Temporary decorations that are harmonious, attractive and appropriate may be allowed on limited common elements within the community. (See also Policy Resolution No.6, DESIGN REVIEW PROCEDURES AND GUIDELINES, relating to changes to Units or Common Elements.)

**Section 2.6 – Stacks of Firewood.** Firewood shall be neatly stacked on balconies no closer than one foot from any wall of the building, in an amount not to exceed ¼ cord (2' x 2' x 4'). Firewood may not be stored higher than the balcony railing and may not be stored in such a manner that entrance to the mechanical room is impeded. Firewood may not be stored in the bonus rooms or on the Common Elements. Rotten or insect infested firewood shall be removed upon discovery.

### **ARTICLE III ACTIONS OF OWNERS AND OCCUPANTS**

**Section 3.1 – Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity will be carried on in any Unit, the Common Elements, or the limited Common Elements, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other Unit Owners or occupants. No Unit Owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by

such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant will play, or suffer to be played, any musical instrument, or operate or suffer to be operated, electronic entertainment devices, television set, radio or any other such device at such high volume or in such other manner that it will cause unreasonable disturbances to other Unit Owners or occupants. If such sound can be heard and understood by person of normal sensitivity within other units with doors and windows closed, it will be considered too loud.

**Section 3.2 – Compliance With Law.** No improper, offensive or unlawful use may be made of the Condominium. Unit Owners will comply with and conform to all applicable laws and regulations of the United States and the Commonwealth of Virginia, and all ordinances, rules and regulations of the local jurisdiction and will save the association or other Units harmless from all fines, penalties, costs and prosecutions for the violation thereof for noncompliance therewith.

### **Section 3.3 – Pets.**

#### **Official Comment:**

Permission to maintain pets is contingent upon the pet owner adhering to a strict set of rules regarding the keeping of the pet. Pet owners must understand taking care of a pet is a significant responsibility and carries with it the burden of taking all reasonable measures necessary to ensure the pet does *not* cause such actions that will prevent other residents from the peaceful enjoyment of their home.

No animals, birds or reptiles of any kind will be raised, bred, or kept in any Unit or the Common Elements, except orderly dogs, cats or other household pets may be kept in a Unit, subject to compliance with the Bylaws, these regulations and Fairfax County ordinances.

- A. No more than one house pet of any kind is permitted without obtaining prior written consent of the Covenants Committee. Requests shall be submitted in writing to the Association office.
- B. Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness or ill-temper, in particular Rottweillers and the American Staffordshire Terrier; known as a “Pit Bull Terrier,” or any mixed breed thereof, be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, be allowed in the premises.
- C. Pets may not be kept, bred or maintained for any commercial purposes.
- D. Any pet causing or creating an unreasonable disturbance or noise will, be permanently removed from the property upon three (3) days’ written notice after a hearing by the Covenants Committee. Actions which will constitute an unreasonable disturbance include but are not limited to:
  1. Pets running at large;
  2. Pets damaging, soiling, defecating on or defiling any private property or the Common Elements;
  3. Pets causing unsanitary, dangerous or offensive conditions;
  4. Pets making or causing noises of sufficient volume to disturb any resident;
  5. Causing or allowing any pet to molest, attack or otherwise interfere with the freedom of movement of persons on the Common Elements, to chase vehicles, to attack other animals or to create a disturbance in any other way;
  6. Failing to confine any female animal in heat to prevent the attraction of other animals;
  7. Using a vehicle as a kennel or cage.
- E. In no event will any pet be permitted in any portion of the Common Elements unless carried or on a leash. Pets are not allowed to be leashed to any stationary object on the Common Elements. Cats shall not be left unattended outside the Unit.

- F. All pets must be registered and inoculated as required by law and registered with the Association office. All pets must display, as appropriate, evidence of all required registrations and inoculations.
- G. No pet is to be allowed to play, walk or otherwise enter, in any of the planter boxes or other landscaped areas.
- H. Pets will not be curbed in any area except for those designated as “pet curbing areas”. “Pet curbing areas” are generally defined as beyond the perimeter tree line. Pets are not allowed to be curbed on any turf, landscaped or paved areas anywhere in the community.. Any droppings in the Common Elements must be promptly picked up, bagged and removed immediately to dumpsters or other trash disposal containers.
- I. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. The owner will hold the association harmless from any claim resulting from any action of his pet whatsoever.
- J. No resident shall feed any animals other than his or her own, unless permission has been obtained from the owner.
- K. No resident shall inflict or cause cruelty in connection with any pet.
- L. No bird feeders shall be installed anywhere upon the Common Elements without the prior written consent of the Covenants Committee.

**Section 3.4 – Lint Filters on Dryers; Grease Screens on Stove Hoods.** All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens installed to prevent grease from accumulating in the vent duct. All such filters, screens and ducts will at all times be used and kept in clean, good order and repair by the Unit Owner.

**Section 3.5 – Fireplaces & Chimneys.** Fireplaces shall only be used according to manufacturer’s recommendations and in compliance with all applicable ordinances. Unit Owners that have a fireplace in their unit shall have fireplace and chimney flue inspected and if necessary cleaned, as often as necessary to insure safe operation. Not less than once every three (3) years, every Unit Owner that has a fireplace in their unit will provide evidence to the Association office, that the fireplace and chimney has been inspected, and if necessary cleaned by a qualified contractor. Upon written application and approval of the Covenants Committee, Unit Owners may convert the fireplace to gas operation. Gas fireplaces do not need to be cleaned and inspected.

**Section 3.6 – Indemnification for Actions of Others.** Unit Owners will hold the Association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

**Section 3.7 – Employees of Management.** No Unit Owner or resident shall direct or supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Unit Owners Association, nor will any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association, such as utilizing the in-unit service program. Unit Owners who privately hire association staff to perform a service after work hours will hold the Association harmless for any actions of that employee or service provided.

**Section 3.8 – Deliveries & Packages.** Employees and agents of the Association are not authorized to accept packages, keys, money (except for Condominium assessments and other related charges) or articles of any description from or for the benefit of a Unit Owner. If packages, money or articles of any description are left with the employees or agents of the Association, the Unit Owner 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 without the prior written permission of the Unit Owner accompanied by a waiver of all liability in connection with such deliveries.

## **ARTICLE IV INSURANCE**

**Section 4.1 – Increase in Rating.** Nothing will be done or kept that will increase the rate of insurance of any of the building, or contents thereof, without the prior consent of the Board of Directors. No Unit Owner will permit anything to be done or kept in the community which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

**Section 4.2 – Rules of Insurance.** Unit Owners and occupants will comply with the rules and regulations or recommendations of the Board of Fire Underwriters and with the rules and regulations contained in any fire and liability insurance policy on the property.

**Section 4.3 – Reports of Damage.** Damage by fire or accident affecting the community, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager by any person having knowledge of the damages.

## **ARTICLE V RUBBISH**

**Section 5.1 – Trash Containment.** No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread or encouragement of fire or vermin.

**Section 5.2 – Trash Pickup Areas; Trash Accumulation.** All garbage and trash must be placed in the trash receptacles in the plaza parking areas and no garbage or trash shall be placed on the floor or elsewhere on any Common Element. All trash, except items to be placed in the recycling containers, shall be placed inside a sealed trash bag prior to being deposited in the trash receptacle. No garbage cans, containers, or bags of any kind shall be placed in public halls, balconies, patios or on the staircase landings.

**Section 5.3 – Trash Container Location.** The Association office will designate trash container locations. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their Unit to the trash receptacles. Trash is to be deposited in designated receptacles within that location and the area is to be kept neat, clean and free of debris. There shall be no unbarreled bulky waste, or other waste outside of containers. Long-term storage of rubbish in the Units is forbidden. If the law requires separation of trash for recycling, directions for such, will be followed. Residents are responsible for the removal of all bulk items, including but not limited to, furniture and appliances. Any additional fees involved with the removal of these bulk items will be the responsibility of the Unit Owner.

## **ARTICLE VI MOTOR VEHICLES**

**Section 6.1 – Compliance with Law.** All persons shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense, without notice.

**Section 6.2 – Parking Rights.** Residents are entitled to use assigned and unassigned Common Element parking spaces for one approved vehicle, per Unit, subject to each of the rules and regulations herein. Residents shall be deemed to have received written permission from the Board of Directors to park additional vehicles on the Common Elements so that the total vehicles parked does not exceed one for each licensed driver living in the Unit, subject to the rules and regulations herein, together with the right of ingress and egress upon that parking area. Applications to park any additional vehicles must be submitted in writing to the Board of Directors. Applications will be reviewed on a case-by-case basis. Use is on a “first-come, first served” basis. An approved vehicle shall include any conventional passenger vehicle, motorcycle, van, or truck of less than two and one half (2-1/2) tons gross weight. Vehicles should be parked so as not to obstruct the spaces for other vehicles, fire lanes, or as applicable, the sidewalks. No vehicle may be parked in a “Reserved Parking Space” without permission from the resident to whom the space is assigned.

**Section 6.3 – Association Not Responsible.** Nothing in this regulation shall be construed to hold the Unit Owners Association, the Board of Directors or Management responsible for damage to vehicles or loss of property from vehicles parked on the Common Elements.

**Section 6.4 – Restrictions.** No commercial vehicle, trailer, free-standing camper, recreational vehicle longer than eighteen (18) feet or wider than eight (8) feet, bicycle or boat may be parked in any Common Element parking area. See commercial vehicles defined below. No junk or derelict vehicle or other vehicle on which required current license registration, inspection sticker, County sticker, or other required permits and stickers are not displayed shall be kept upon any of the Common Elements. No vehicles shall be parked with “For Sale” signs. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise. No vehicles other than those clearly identified as operated by or for a handicapped person shall be parked in spaces reserved for handicapped parking, if any. The Board or Management shall make a reasonable attempt to give notice to the owners of offending vehicle. If violation is not corrected, the Board or Management may have the offending vehicle towed at the expense and risk of the owner of said vehicle. The Board or Management, may direct the owner of any vehicle, that is not in use for extended periods of time and is not parked in a “Reserved Parking Space”, to park the vehicle in a space away from the most utilized parking area.

**Trucks and Commercial Vehicles.** Trucks, motor homes and commercial vehicles are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Board of Directors. Commercial Vehicles shall be defined as :

- A. Any vehicle that displays advertising lettering except small window decals.
- B. Any vehicle with externally located or easily visible commercial equipment or materials. Commercial equipment shall include, but not be limited to: ladders, racks, compressors, generators, pumps, and building trade tools.
- C. Any stake body, box body, or other utility body mounted to a cab chassis.
- D. Any vehicle with dual rear axles.
- E. Any public or private school bus Or church bus.
- F. Any vehicle licensed “for hire.”
- G. Any trailer or semi-trailer.
- H. Any farm implement or construction equipment.

Public Utility & Safety vehicles assigned to officials who must respond to an emergency call will not be considered commercial vehicles.

**Section 6.5 – Speed Limit.** The speed limit for all vehicles is 15 m.p.h.

**Section 6.6 – Traffic Circles.** Vehicles in the traffic circles have the right of way. All drivers must yield to traffic in the circle. Traffic is one way (counter clockwise) around the fountains at the main circle and at around the fountain located between buildings 5938 and 5940.

**Section 6.7 – Parking Spaces.** No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed or erected by any resident without the prior written consent of the Covenants Committee. This restriction does not apply to a uniform numbering or lettering system to parking spaces by the Association.

**Section 6.8 – Repairs Not Allowed.** Except for minor adjustments, repair to vehicles, as well as painting of vehicles, shall not be permitted at any time on the Common Elements. Drainage of any automotive fluids on the Common Elements is prohibited.

**Section 6.9 – Washing of Vehicles.** Use of hoses to wash vehicles is not allowed. Vehicles may be washed utilizing buckets of water so long as the vehicle is washed in an area of the parking lot where the runoff will not cause a nuisance, i.e.; in a lower corner.

**Section 6.10 – Trucks, Vans, Trailers and Commercial Vehicles Limited.** Commercial Vehicles, as defined in Section 6.4 above, are prohibited in the parking areas or drives, except for in the performance of a service for a resident.

**Section 6.11 – Enforcement of These Regulations.** In addition to the towing provisions above, alleged or actual breaches of the above regulations are subject to appropriate action by the Covenants Committee under the provisions of Policy Resolution No.4, SPECIAL RESOLUTIONS relating to due process procedures.

## **ARTICLE VII**

### ***GENERAL ADMINISTRATIVE RULES***

**Section 7.1 - Consent in Writing.** Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers. All Applications shall be submitted to Association office, in writing. Delivery by electronic mail (e-mail) is acceptable.

**Section 7.2 - Complaint.** Any formal complaint regarding the management of the property or regarding actions of other Unit Owners will be made in writing to the Board of Directors, Managing Agent or an appropriate committee.

**Section 7.3 - Charges & Assessments.** All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payments not received within ten days after due shall accrue a late charge of Twenty dollars or other such amount as determined by the Board of Directors. Payment shall be made by check, money order or electronic transfer, payable to the Condominium. Cash will not be accepted. All payments, other than electronic transfer, shall be mailed to the address specified on the payment coupon or shall be delivered to the Managing Agents office.

**Section 7.4 - Solicitation.** Solicitors are not permitted anywhere in the Condominium. If any Unit Owner is contacted by a solicitor on the property, the Association staff must be notified immediately.

**ARTICLE VIII**  
**GENERAL RECREATION RULES**

**Section 8.1 - Limited to Occupants and Guests.** Passive recreational facilities, open space and woodland within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the association harmless from damage or claims by virtue of such use.

**Section 8.2 - Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activities or behavior, which interfere with the permitted use of facilities by others, is prohibited.

**Section 8.3 - Children.** Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations or damage caused by their children whether or not the parents are present.

**Section 8.4 - Proper Use.** Recreational facilities will be used only for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas will be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used. Residents and guests shall confine all outdoor recreational activities to the appropriate play area such as the tot lots and the lawns. The parking areas, streets and sidewalks are not play areas and shall not be used for ball playing, hockey, bicycling (except in the course of entering and exiting the area) or any other such activity which might endanger residents, guests, vehicles or property. Throwing, kicking or hitting balls or other items against the condominium buildings or unit windows is strictly prohibited.

**Section 8.5 -Ejection for Violation.** Unit Owners, members, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations and suspended from the use of such facility until the time for Notice and hearing by the Covenants Committee, concerning such violation, and thereafter, suspended for the period established following such hearing. All decisions of the Covenants Committee may be appealed to the Board of Directors. See Policy Resolution No.4, SPECIAL RESOLUTIONS relating to due process procedures.