

RESOLUTION BY CONSENT OF THE BOARD OF DIRECTORS
Rules and Regulations

The Board of Directors for the Williamsburg Village at Norge Condominium Owners Association, Inc. (*The Association*), on this 21st day of August, 2019 hereby and in accordance with

WILLIAMSBURG VILLAGE AT NORGE, DECLARATION, SECTION 8, SUBSECTION 8.3: POWERS OF ASSOCIATION:

The Association shall have, and is hereby granted, the authority and power to enforce the provisions of the Declaration, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units and Common Elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium.

AND

WILLIAMSBURG VILLAGE AT NORGE, DECLARATION, SECTION 4, SUBSECTION 4.11, PARAGRAPH E: POWERS AND DUTIES:

To adopt and amend administrative rules and regulations governing the details of the operation and use of the Common Elements, real and personal, in a Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

CONSENT AND RESOLVE, that the Rules and Regulations set forth below are adopted by Board of Directors for Williamsburg Village at Norge Condominium Owners Association, Inc., and become effective on the 22nd day of August, 2019.

- **Compliance**
 - *All Unit Owners and other persons shall use the Condominium Property in accordance with the rules and regulations promulgated by the entity in control thereof and the provisions of the Declaration, Bylaws and Rules and Regulations of the Association.*

- **“Use” and “Decorum”**
 - *“Use” and “Decorum” as used herein shall refer to matters pertaining to dress, decorum, noise, and use of Units and use of Common Elements. These matters may be addressed in the Rules and Regulations provided they are not otherwise addressed in the Condominium Instruments.*

- **General Conduct**
 - *Harassing or abusive behavior is prohibited.*
 - *Every resident in the community is afforded “quiet enjoyment” of their property.*
 - *Vendors and workers employed by the Association should not be deterred from performing their contracted duties. Direction to an employee by anyone other than a current Board Member is prohibited.*
 - *Members, other residents, or guests, shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, management, its agents, its employees or vendors.*
 - *Harassing and/or abusive behavior includes but is not limited to words, gestures, or actions which tend to annoy, alarm, or abuse another person.*
 - *For purpose of clarification: “To annoy” is to disturb, irritate, or cause discomfort*
 - *For purpose of clarification: “Abuse” consists of actions that are insulting, hurtful or offensive wrongs or acts.*

- **General Maintenance**
 - *Unit owners are required to maintain heat in the unit at all times, interior temperature is not to fall below a minimum of 55 degrees.*
 - *Unit Owners may be held responsible should their failure to maintain heat in the Unit causes damage to the Common Elements or other units.*

- *Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owners as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was part of the Common Expenses attributable to such Unit Owner.*
- **Insurance**
 - *Each Unit Owner shall obtain insurance, at his own expense, affording coverage upon his own Unit and the Limited Common Elements appurtenant to such Owner's Unit for damage caused by fire and other similar hazards, such coverage to be the maximum insurable replacement value thereof, and may obtain coverage for his own liability, personal property and living expenses as he deems advisable.*
 - *The Association shall be entitled, upon its request, to be given by each Unit Owner an insurance company certificate as to that Owner's insurance coverage*
- **Residential Use and Occupancy**
 - *Unit owners are required to report to the Association on an annual basis the "Unit Information form" within 7 days of receipt from the Association or management company.*
 - *"New Owners" must complete the Unit information within 30 days of receipt from the Association or Management Company.*
 - *No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.*
 - *Each Unit is hereby restricted to residential use by the owners or owners thereof, their immediate families, guests, invitees and tenants.*
 - *No unit owner shall use the Condominium Property or any part thereof, in any manner contrary to the Condominium elements.*
 - *Owner is responsible for any damage to the limited common element of another owner caused by waterbeds, and / or exercise equipment.*
- **Leasing**
 - *Any lease or rental agreement must be on a written form of lease renting the property for a period of not less than (1) year.*
 - *Any lease or rental agreement must have a provision requiring the lessee to comply with the Condominium governing documents, including the Bylaws, Rules and Regulations, and all other regulations of the Association, as if the lessee were the owner of the unit.*
 - *Any lease or rental agreement must be evidence within 7 days of execution by completing a unit information form.*
 - *No Unit shall lease his Unit except for residential purposes.*
 - *Each unit may be occupied by only one (1) family or by a maximum of one person per bedroom for unrelated persons.*
 - *Owners shall provide to the Lessee, and the Lessee shall acknowledge receipt of a copy of these Rules and Regulations.*
 - *Acknowledgement shall be in writing and attached to the lease AND unit information form.*
- **Pets**
 - *Dogs and Cats will be limited to (2) unless otherwise approved in advance by the Board of Directors*
 - *No pet may be kept outside.*
 - *The actual feeding of and/or providing a food source for any animal other than your personal pet is strictly prohibited.*
 - *Food sources include but are not limited to bird feeders, bird baths, plates, cups, shoe boxes, containers, patios, porches, decks, driveways, railings, roofs, or any other object or structure capable of holding food is prohibited.*
 - *Service animals are not classified as pets but are subject to the Rules and Regulations*
 - *Pet owners are fully responsible for any personal injuries or property damage or both caused by their pets*
 - *All pets must be registered and inoculated as required by law, and registered with the Association office*

- *Leashes may not exceed 14 feet in length. Owners must maintain control of their pets at all times.*
- *No animals of any kind shall be raised, or bred*
- *Cats and dogs shall be kept on a leash; the owner shall comply with all County ordinances with respect to any pet as if the Common Elements were public areas.*
- *Cats and dogs are not to roam the property freely except in designated pet exercise areas.*
- *No animal shall be tied or penned in such a way to encroach on the common area.*
 - *A pet may be maintained in a Unit as long as it is not a nuisance. Actions that constitute a nuisance include but are not limited to: Abnormal or unreasonable crying, barking, scratching, or unhygienic offensiveness.*
- *Owners of pets walked upon the Common Elements or Limited Common Elements must PROMPTLY clean up any waste of their pets.*
- **Nuisance**
 - *No nuisance or any use of practice that is the source of unreasonable annoyance to other Unit owners or which interferes with the peaceful possession and proper use of the condominium Property by the Unit Owners is permitted.*
 - *No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.*
- **Noise**
 - *During the operation of any vehicle (including motorcycles), the use, operation or permitting to be played, used or operated any instrument, machine, or device for the producing or reproducing of sound in such a manner where the sound is plainly audible to any person other than the player(s) or operator(s) of the instrument, machine, or device within 50 feet from its source or partitions common to two dwelling units is prohibited.*
 - *The operation of any such instrument, machine, or device between the hours of 11:00 p.m. and 7 a.m. is prohibited.*
 - *Any sound that can be detected by a person using his or her unaided hearing faculties (specific words or phrases need not be discernible) to include but not limited to music, TV, or spoken word within 50 feet from its source is prohibited.*
 - *In the absence of any rule or regulation promulgated by this resolution and/or in the case of any ambiguity of any rule and regulation the Association hereby adopts the James City County, VA Code of Ordinances, specifically Section 15-20,-Noise regulations.*
- **Vehicles**
 - *All vehicles parked on the Condominium property will have current state, and city/county licenses and inspection decals.*
 - *Vehicle repairs and changing of fluids are not permitted within the community.*
 - *No recreational vehicle, boat, bus, utility trailer, truck over ¾ ton or commercial vehicle, except a truck or van or the equivalent not over ¾ ton and uses as a principal means of transportation to work, shall be kept, stored, placed, maintained, constructed, reconstructed, or repaired upon any common areas or limited common area including streets without prior written consent of the Board of Directors*
 - *Motorcycles or Scooters are considered vehicles and must be parked in the garage or driveway or parking space, if parked in a parking space such motorcycle or scooter must have a metal plate under the kickstand to avoid damage to the asphalt.*
 - *Owners of such Motorcycles or Scooters will be responsible for damage caused to the parking lot area by their Motorcycles or Scooters*
 - *Motorcycles or Scooters operators are not to increase the engine noise level or race the engine while parked which may cause a disturbance to the surrounding owners in the area.*
 - *ANY VEHICLE with after-market modifications that causes an increase in noise while idle or in motion shall be in violation of this rule.*
- **Parking**
 - *Parking for each Unit shall be in its driveway and garage.*
 - *Vehicles must be parked in a designated parking area so as not to obstruct sidewalks, streets, ingress or egress to the property.*
 - *There shall be no parking on the private streets within the Community or the lawns.*

- *Vehicles parked in violation shall be towed within 48 hours after notice is affixed to the windshield.*
- **Trash**
 - *Trash, and/or recycling containers shall be placed curbside no sooner than 6pm the night before pickup and returned by 6pm the day of pickup.*
 - *Trash, and/or recycling containers must be stored in Unit Owner's garage or in the rear of the property.*
 - *At no time shall Trash, and/or recycling containers be stored or kept in the front of any unit to include the curbside and/or the garage.*
- **Storage**
 - *Patio Storage – No appliances or in- house furniture are permitted to be stored on patios or balconies. Outdoor furniture may be used on patios and balconies.*
- **Attic Areas**
 - *Certain units have their own water heater, heating and air conditioning equipment in the Limited Common Element (Attic area), reachable by an access panels in the ceiling of the Unit. Use of said access panel and entry into the attic should be for the sole purpose of maintenance, repair, or replacement of said water heater, heating and air conditioning equipment.*
- **Open Flames (Fireworks)**
 - *Fireworks are illegal in James City County and are prohibited in the community.*
- **Outdoor Cooking**
 - *At no time shall BBQ's, Hibachi's, Smokers, Grills, "Turkey" Fryers, etc. be operated on upper balconies, front patios or within 10' of any unit.*
 - *At no time shall BBQ's, Hibachi's, Smokers, Grills, "Turkey" Fryers, etc. obstruct ingress or egress to the unit.*
 - *BBQ's, Hibachi's, Smokers, Grills, "Turkey" Fryers, etc. cannot be operated within 10' of buildings or privacy fences.*
 - *No gasoline or other hazardous substances may be stored on the property or in any portion of the Unit, or in or on the Common Elements or the limited Common elements*
 - *If it is determined, by the Board, damage has occurred, the unit owner(s) will be held responsible for the cost of repair to buildings, siding, fences, decks, shrubbery or any other common elements.*
 - *BBQ's, Hibachi's, Smokers, Grills, "Turkey" Fryers, etc. must be stored in either the garage, patio or balcony. 2nd floor units do not have garages or patios they only have balconies.*
- **Exterior Lighting**
 - *The replacement of an existing exterior light fixture if accomplished with an exact match to the old fixture does not require approval from the ACC. If a change in the number, size, or color is desired, an application for Board approval will be required.*
- **Window Coverings**
 - *To provide for the continued desired aesthetic appeal of the community, all window coverings visible from the neighboring Units must be white or off-white in color. Appropriate exceptions may be considered, with an application for Board approval.*
- **House Numbers**
 - *Nothing shall be permitted to obscure house numbers.*
- **Advertising Signs**
 - *No sign of any nature shall be placed on any Unit except for one (1) sign not more than 18" x 24" for advertising the Unit "For Sale" or "For Rent". Such signage must be inside the Unit displayed in a window.*
- **Holiday Decorations**
 - *Christmas Holiday Season*
 - *Holiday lights are permitted to be hung on the outside of the unit, including around the door, the windows, along fences, or in Limited Common Area landscaping.*

- *Wreaths are allowed to be hung on the front doors using only those hangers designed for that purpose that do not require drilling into the door or its components and should not obscure the Unit number. Items may be hung on or from fences or the outside of windows using only those hangers designed for that purpose that do not require drilling or damage to Common or Limited Common Elements.*
 - *Electric Christmas candle lights are permitted to sit in the windows from the inside. (No open flames permitted)*
 - *No explicit religious symbols may be displayed.*
 - *All Christmas decorations must be removed by January 15th.*
 - *Other Holidays*
 - *Seasonal wreaths and door decorations are allowed to be hung on the front doors using only those hangers designed for that purpose that do not require drilling into the door or its components and should not obscure the Unit number.*
 - *Decals for other holidays (i.e. Easter, Halloween, Thanksgiving, Kwanzaa, etc.) are permitted in the windows of the Unit only and must be removed promptly after the holiday.*
- **Outside Decor**
 - *Unit owners may display one (1) American Flag no more than 4' x 6' and one (1) flag bracket shall be allowed. In order to install a flag bracket, Unit Owner must have prior written consent from the Board, of the location the flag bracket is to be placed.*
 - *Unit owners may display one (1) garden OR decorative flag no more 12"W x 18"H within their Limited Common Element.*
 - *Seasonal wreaths and door decorations are allowed to be hung on the front doors using only those hangers designed for that purpose that do not require drilling into the door or its components and should not obscure the Unit number.*
 - *Stake lighting may be placed in Limited Common flower beds. If used to light walk-ways and or driveways, they must be placed within 6" inches of the walk-way or driveway. Resident bears all responsibility if damaged by vendors.*
 - *Up to three (3) small (no larger than 18"), tasteful, non-religious items may be placed in Limited Common areas flower beds.*
 - *Prohibited, but not limited to: Window boxes, weather vanes, birdbaths, bird feeders, bird houses, pinwheels, whirly decor, and fountains.*
- **Improvements**
 - *No improvements (including planting or landscaping) may be constructed on, or alterations made to the Common Elements and Limited Common Elements, or on the Property without the prior written consent of the Association. Such prohibited improvements shall include but not limited to any buildings, terraces, patios, balconies, sidewalks, doors, screens, жалousies, driveways, walls, fences, awnings, or windows, or the enclosing of patios or balconies. Nor shall any exterior part of any Unit be repainted in any color other than the existing colors without the prior written consent of the Association.*
- **Exterior**
 - *Exterior areas must be kept reasonably clean and free of unsightly objects. Any permitted storage area must be kept clean and free from any obnoxious articles, such as but not limited to, brooms, mops, buckets, and tools. Sporting/recreational equipment and other personal articles and equipment must be kept within a Unit or permitted storage area.*
 - *Maintenance and replacement of the exterior main entrance hardware is the responsibility of the Unit-Owner. All replacements or any additions to door hardware must be submitted to the Board of Directors (or any authorized committee) for approval before any such additions or replacements shall be made.*
 - *At no time shall Trash, and/or recycling containers be stored or kept in the front of any unit to include the curbside and/or the garage.*

- **Storm Doors**
 - *Installation of storm doors requires an application. The storm door shall be "Full View" glass and the color of the trim shall be white. The storm door must be high quality, self-closing and be professionally installed.*

- **Awnings**
 - *The awning shall be high quality woven acrylic (or comparable) fabric and be professionally installed. Preferred colors are white or off-white and shall not be darker than the color of the unit siding. Awnings require Association approval.*

- **Water Beds, Exercise Machines, Etc.**
 - *If a Unit Owner/Occupant has a waterbed, exercise equipment, or similar items weighing more than the usual pieces of furniture in a home that Owner shall be responsible for any damage to the structure caused by the unusual weight or unusual concentration of weight. The Unit Owner shall also be responsible for any damage caused to other Units or the Common Elements by the breaking of a waterbed. Owners should use caution with installation of exercise equipment, as such equipment could exceed the weight restrictions and the allowed sound transmission between units.*

- **Recreational and Commercial Vehicles/Storage Containers**
 - *No recreational vehicle, boat, bus, utility trailer, truck over ¾ ton or commercial vehicle, except a truck or van or the equivalent not over ¾ ton and uses as a principal means of transportation to work, shall be kept, stored, placed, maintained, constructed, reconstructed, or repaired upon any common areas or limited common area including streets without prior written consent of the Board of Directors*

- **Water Meters, Water Consumption and Assessment**
 - *A separate meter shall measure flow of water into each unit, however the Community will have a master meter, since it is a private development. These meters and the water lines associated therewith are part of the Common Elements. Any unauthorized interference with the functioning of said meters and water lines is prohibited.*
 - *There is a master water meter for the entire neighborhood. The master water meter is read by James City County Service Authority (JCSA), and the Condominium Association is billed for the total water consumption of the neighborhood. However, there are individual water meters for each unit, so that the Association may bill each individual unit owner for their actual usage. In the event that the total usage, as measured by the master meter, is greater than the sum shown on the individual meters, the difference will be assessed to all unit owners as a Common Expense. (Conditions that might/would cause a difference would be excess water in the main line running to the Community, water leak in the main line, or sprinkler system activation.)*

- **Mail Boxes**
 - *Mailboxes are not to be used for advertisement, nor are any announcements or other writings to be inscribed on or taped or glued to the outside of boxes.*

- **Television/Radio Antennas and Satellite Dishes**
 - *No television or radio antenna shall be attached to the Common Elements.*
 - *Satellite dishes are allowed, however, they must be placed in the approved location on each building. The approved location is located on the rear side of the roof in the center of the building (see diagram). If a signal cannot be obtained from the approved location, then the unit owner must submit a written Application for Architectural Review to the Condominium Association. It is suggested that any unit owner requiring an alternate satellite dish location submit at least two (2) alternate locations for review. Unit owners should consult with their satellite dish installer to determine the most appropriate alternate location(s). Every attempt should be made to place alternate satellite dish locations on the rear or sides of the building and where they will be the least visible (or not visible at all) from the street.*

- *Any Unit owner installing a satellite dish will be responsible for repairing any damage to the roof, siding, or any other portion of the common elements that is caused by such installation. Wires, cables, or other installation hardware should be properly secured and installed so that it is not visible on the outside of the building, to the extent possible. All maintenance and repair of satellite dish wires, cables, or other installation hardware is the sole responsibility of the Unit Owner.*

- **Remedies for Non-Compliance**
 - *The Association shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of ten (10) days from the date of notice, the Association shall have the right to treat such violation as an intentional, inexcusable and material breach thereof, and the Association may then pursue any remedy available, and may suspend the Unit Owner's right to vote.*
 - *The Association, through its Board of Directors, shall have the power to:*
 - *Suspend a Unit Owner's right to use any park or recreation facilities that may at any time exist within the Condominium, for non-payment of assessments,*
 - *To assess charges against any Unit Owner for any violation of the Condominium Instruments or of its Rules and Regulations promulgated pursuant hereto for which the Unit Owner or his family members, tenants, guests or other invitees are responsible.*
 - **Assessed Fees (or violations of the Covenants and Rules and regulations):**
 - *Fifty Dollars (\$50.00) for a single offense.*
 - *Ten Dollars (\$10.00) per diem for any offense of a continuing nature*
 - *Any charges shall be treated as an assessment against such Unit Owner's Condominium Unit for the purpose of Section 55-79.84 of the Condominium Act (as repealed or amended).*
 - *Before any such suspension or charges may be imposed, the Unit Owners shall be given an opportunity to be heard and represented by counsel before the Association's Board of Directors or such committee as the Condominium Instruments or the Rules and Regulations duly adopted pursuant to the same specify. Notice of such hearing shall be given pursuant to Section 55-79.80:2.B. of the Condominium Act as the same is in effect at the time of the hearing.*
 - *All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.*
 - *Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances*

- **Late Fees**
 - *Failure to pay any assessment within ten (10) days from the due date, shall entitle the Association to levy a late charge against the defaulting unit owner of thirty (\$30.00) (but not less than 10%). The parties agree that the late charge is not a penalty but is valid liquidated damages.*
 - *If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for, in its discretion, the balance of the fiscal year.*
 - *Upon notice thereof to the Unit Owner the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.*

UPLOADED
11/30/2020