

Rules and Regulations
Westgate at Williamsburg A Condominium Association Inc

Berkeley Realty

Property Management, Inc.

907 Richmond Road ♦ Williamsburg, Virginia 23185 ♦ Phone: (757) 229-6810 ♦ Fax: (757) 229-8208



July 16, 2004

Dear Westgate Unit Owners:

Enclosed are the newly revised and adopted Rules and Regulations for Westgate Condominium Association, Inc. effective July 15, 2004.

The Board appreciated your input. Consideration was given to your comments and suggestions. Additionally, as you are aware, the Association adopted a rental cap of twenty-five (25) percent April 15, 2004. Again, for your records is a copy of this document recorded July 7, 2004. Enclosed are: (1) Application to Rent Unit and; (2) Renter Information forms. If you are currently renting your unit or have immediate plans of doing so, please complete and return the enclosed Application to Rent form and the Renter Information form by July 31, 2004 to Berkeley Realty Property Management.

The Board of Directors is very much appreciative of the support of the community and we thank you.

Board of Directors
Westgate Condominium Association, Inc.

Enclosures

- (1) Rules and Regulations
- (2) Recorded Copy of Rental Cap Amendment
- (3) Application to Rent Form
- (4) Renter Information Form

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 living quarter (i.e., his Unit), and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service his and other living quarters and common areas. 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, Section 2(f) of the amended and restated Bylaws (the "Bylaws") of Westgate at Williamsburg, a Condominium (the "Condominium") dated July 7, 2004 provides that the Board of Directors (the "Board") of Westgate at Williamsburg Condominium Association, Inc. (the "Association") may adopt any rules and regulations deemed necessary of the benefit and enjoyment of the Condominium. Accordingly, 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"), the Bylaws, and the guidelines adopted by the Board of Directors from time to time. 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 Westgate at Williamsburg Condominium Association.

5. **Property Manager.** The managing agent of the Condominium and the Association is (the "Managing Agent").

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.
2. **No Commercial Use.** Except for those activities conducted as part of home occupations in accordance with the "Governing Documents", 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 laws, zoning ordinances and regulations of all governmental agencies having jurisdiction shall be observed and complied with by and at the sole expense of the Unit Owner or the Association, whichever shall have the obligation for the upkeep of such portion of the Condominium.
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, Common Element, or Limited Common Element or on any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Any violation of local ordinances, such as pet, noise or nuisance, shall be deemed to be a violation of these Rules. The Board of Directors shall have the authority to determine whether any situation or condition constitutes a nuisance under these Rules. Each Unit Owner shall refrain from any act or use of his or her Unit which could reasonably cause embarrassment, discomfort, or annoyance to other Unit Owners or residents.
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, the Limited 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, the Limited 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, the Limited 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 or the Limited 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. **THE USE OF CHARCOAL IS NOT PERMITTED AT INDIVIDUAL UNITS.** Existing grills as of July 15, 2004 are grandfathered and must be ten (10) feet from buildings.

7. **Noise.** All persons present on the Condominium shall comply with the applicable local noise ordinance and shall not permit or engage in any activity, practice or behavior that causes annoyance, discomfort or disturbance to any other person(s) lawfully present on any portion of the Condominium.

8. **Obstructions.** No person shall obstruct any of the Common Elements, Limited Common Elements, or otherwise impede the rightful access of any other person on any portion of the Condominium upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Elements or Limited Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except with the proper written approval of the Board. The Association reserves the right to remove any obstructions that may constitute a safety or hazard situation at the Unit Owner's expense. If it becomes necessary to remove any obstruction in the Common Elements or Limited Common Elements, such costs will be at the Unit Owner's expense and shall become part of the assessment obligation.

9. **Association Property.** The Common Elements shall be used only for the furnishing of the services and facilities for which the same is 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 proprietary use of any of the Common Elements without the prior written approval of the Board and then only on a temporary basis.

10. **Access to Units.** Due to the nature of Condominium ownership, the Association has the right to enter any Unit for the purpose of making repairs or maintenance for the benefit of the Condominium. A resident roster is maintained by the Association so that you may be contacted prior to the entry of your Unit by the Association. **It is important that you provide both a work and home telephone number to the Association in the event you need to be contacted.** The Unit Owner shall also be responsible for maintaining an updated or a current address for correspondence.

- a. In the case of emergency, the Association will attempt to contact you prior to entry of your Unit. However, many emergencies will not allow time for such notification.
- b. In all non-emergency cases, the Association will give you prior notice, by telephone or in writing, of the need to enter your Unit and will make arrangements to gain access.
- c. The Association will not admit delivery, trade and/or other visitors of the owners or residents to any of the Units.

11. **Antennas.** No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property within the Westgate Community, whether attached to a building or structure or otherwise. Satellite dishes fall into the category of "other device." (*Refer to Satellite Policy.*)

12. **Front Porches and Fenced Patios.** The front porches and fenced patios are for the private use and enjoyment of the Unit Owner excluding Association responsibilities as outlined in Section V of the Bylaws.

a. The Unit Owner is responsible for the routine cleaning of the Front Porches and Fenced Patios as well as simple maintenance to the Front Porches and Fenced Patios.

b. Any major repairs to the Front Porches and Fenced Patios will be handled by the Association. Approved improvements, such as decks, to the Fenced Patio areas made by the Unit Owner is the responsibility of the Unit Owner.

c. **Appliances & Storage.** Front Porches, Fenced Patios and Garden Areas shall not be used for storage. Small appliances, such as radios and televisions may be used provided the noise levels are controlled to prevent disturbing the other residents and the appliances are used in accordance with local ordinances. No storage containers other than trash cans are permitted in these areas.

d. **Enclosures.** All types of exterior screens blinds, shutters, windows enclosures and awnings are prohibited.

e. **Fixtures & Decorations.** Except as identified herein, no permanent fixtures or decorations may be fastened to the walls, ceiling, fencing or railings unless approved by the Board of Directors.

f. **Flags.** Only United States flags no larger than 4' x 8' may be displayed in accordance with generally accepted rules for display of the flag. Flags of appropriate size may be draped and fastened over Fenced Patio railings.

g. **Furniture**. Appropriate seasonal patio furniture may be used in these areas.

h. **Hanging Baskets**. Hanging baskets are allowed on the Decks and Fenced Patios. All baskets must be safely secured to prevent being blown away. They must be neat and well-maintained. Any baskets containing dead or dying plants must be removed immediately.

i. **Miscellaneous**. The following items shall not be placed on Fenced Patios or Garden Areas:

- i. excessive number of bird feeders/bird baths
- ii. clothing or other items for airing or drying
- iii. items or furnishings which may be pushed or blown off the Fenced Patios or Front Porches
- iv. dog houses

j. **Painting**. Bylaws Article V, Section 5(a). Exterior painting of all the Common Elements and Limited Common Elements is the responsibility of the Association.

k. **Planters**. Planter boxes are not allowed outside the Fenced Patio in front of the buildings. Planter boxes may be used on the Front Porches and inside the Fenced Patios. No more than three such boxes may be used on any one Front Porch or Fenced Patio. All planters must be secured to the Patio fencing in a non-permanent manner, so that they cannot be pushed or blown over. No planters or hardware may be attached to the outside of the Fenced Patio, buildings or Common Elements.

l. **Weight Limitations**. No additions or changes to Front Porches and Fenced Patios may be made without the prior written approval of the Board of Directors.

13. **Cable Television**. Units in the Condominium are cable ready. Contact local provider.

14. **Doors, Doorbells, Knockers, Handles, Locks, Weather Stripping & Other Hardware**. The maintenance of these items is the responsibility of the Unit Owner(s).

15. **Fire**. In the event of a fire occurring anywhere on the Common Elements or in a Unit, **IMMEDIATELY CALL THE FIRE DEPARTMENT**. The Managing Agent of the Condominium should be notified as soon as reasonably possible. Unit fire alarms, smoke detectors and other such devices are the responsibility of the Unit Owner(s).

16. **Grills.** Charcoal grills are prohibited at individual units. Existing grills as of July 15, 2004 are grandfathered and must be ten (10) feet from buildings.

17. **Interior Alterations and Relocation of Partitions.** No interior alterations are permitted that would affect the integrity of any load bearing walls. Unit Owners are responsible for coordinating such alterations with the Board of Directors.

18. **Landscaping and Planting.** Any landscape improvements outside of Fenced Patio areas shall be approved by the Board of Directors. Unit Owner will be responsible for the care and maintenance of any such landscaping.

19. **Leases.** Unit Owners are permitted to lease their Units in accordance with current policy (See Attached).

a. The lease shall be in written form.

b. The Unit Owner shall supply the Association with the name(s) and home and work telephone numbers of any tenants so that they can be reached if necessary. The Unit Owner should provide any tenants with vehicle and/or pet registration forms upon the execution of the lease. The completed forms should be forwarded to the Managing Agent within seven (7) days.

c. Unit Owners are responsible for all actions of their tenants, including actions which cause damage to the Common Elements, the Unit or violate the Governing Documents. Any debt to the Association incurred by the tenant will become the obligation of the Unit Owner in the form of an assessment against the Unit.

d. The City of Williamsburg Zoning Code Article I, Section 21-2 states that no more than three unrelated persons can reside in a household.

20. **Litter.** It is prohibited to litter or deposit debris on the Common Elements, including the Retention Pond (BMP).

21. **Mailboxes.** The mailboxes are located in a clustered area on the Common Elements. The Association will provide maintenance for the mailboxes. Additional keys and/or rekeying of mailbox are the responsibility of the Unit Owner.

22. **Main Entrance, Stairs, Front Porches and Walkways.** Nothing shall be stored or placed on the stairs, front porches and walkways leading to the main entrance doors, which create an obstruction.

23. **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. Moving vans may only be parked in the visitor parking spaces.

24. **Painting, Wallpapering, Decorating.** Interior painting, wallpapering and decorating is the responsibility of the Unit Owner.

25. **Pest Control.** The Association is responsible for pest extermination for the Common Elements ONLY. However, termite protection will be provided by the Association for each Unit. Please contact the "Managing Agent" if you notice a need for pest control on the Common Elements. Pest control in the individual Units **IS** the responsibility of the Unit Owner.

26. **Plumbing.** The plumbing becomes the Unit Owner's responsibility at the point it enters the unit. In addition, all other plumbing and utility circuits that serve only that unit regardless of location is the Unit Owner's responsibility.

27. **Porch Lights.** Porch lights are to be white in color. Both white and yellow "bug" lights are permitted. No other color is allowed. The replacement of missing or broken porch globes is the responsibility of the Unit Owner and should be replaced by the Unit Owner in a timely manner.

28. **Recycling.** All large cardboard boxes that do not have a waxy coating on the outside must be broken down and flattened and placed in the area behind the recycling bin.

29. **Relocation of Boundaries and Subdivision of Units.** Declaration of the Condominium Article IV, Sections 1 and 2.

30. **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.

31. **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. Lighting displays should not be objectionable to the Board of Directors.

e. Seasonal decorations are to be removed no later than two (2) weeks after the holiday.

32. **Security.** Unit Owners can enhance the security of the Condominium through awareness programs and by making sure Unit windows and doors are locked. A Unit Owner must notify the City of Williamsburg Police Department prior to the installation of a home burglar alarm system. If you observe any suspicious or criminal activity, **do not** call the Association. **IMMEDIATELY CALL THE POLICE DEPARTMENT.**

33. **Signs.** No sign, notice, or advertisement shall be posed, erected, or displayed upon the Common Elements or shall be visible from any unit, except for the following:

a. One "For Sale" or "For Rent" real estate or broker sign advertising a Unit for sale may be displayed from the interior of a window of the Unit for the period the Unit is for sale or rent. The sign must not exceed 4 sq. ft. in size and must be removed within fourteen (14) days from the date of the closing of the sale.

b. Signs or notices require by law to be posted during construction or repair work within a Unit.

c. Discreet security system notices, a decal or health alert notices are permitted.

34. **Solicitation.** All door-to-door **commercial** solicitation is prohibited. placing of materials on or under Unit doors is strictly prohibited unless express written permission is granted by the Board. Violations should be reported at once to the Association.

35. **Trash Removal.** The City of Williamsburg 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 City of Williamsburg for pickup of these items.

36. **Utilities.**

a. Each Unit is individually metered for electricity. The heating and hot water tanks in each Unit are operated by natural gas and the air-conditioning systems in each Unit are operated by electricity. Each Unit Owner will be billed monthly by Virginia Power for electricity and will be billed monthly by Virginia Natural Gas for the natural gas used in his or her Unit. It is the responsibility of the Unit Owner to contact Virginia Power and Virginia Natural Gas regarding connection, disconnection or transferring the billing of the electricity and natural gas to a tenant.

b. The electricity for the lighting of the Common Elements is paid for through your Association assessment.

c. The Units are sub-metered for water and sewer service. Water and sewer charges for the Units are billed directly to the Unit Owner. The water and sewer service for the Common Elements are paid by the Association.

37. **Window Dressings.** Draperies, curtains or Venetian blinds must be installed at all windows within the Unit. All window dressings must show a white or off-white face to the exterior.

SECTION III

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

1. Article V, Section 7 of the Bylaws provides that no Unit Owner shall make structural or exterior addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors.

2. Article V, Section 1(g) of the Declaration provides that without the prior written consent of the Board of Directors, except on replacements of any real construction no Unit Owner shall install any electrical or telephone wire, television or communication antenna, air conditioning unit, awning or other machine, device or improvement upon any Unit or Common Elements in such a fashion that it protrudes from or through any roof, balcony, wall or window nor shall any blind, shade, drapes or screen be attached to or used in connection with any exterior windows or exterior doors.

3. A written request for approval of any structural addition, alteration or improvement must be made to the Board of Directors. The Board of Directors will respond to such request within thirty (30) days from the date of such request.

SECTION IV

PARKING AND VEHICLE RESTRICTIONS

1. Unit Owners shall be limited to parking two approved vehicles on the Common Element parking lots. Additional vehicles must be approved by the Board.

2. All vehicles must be registered within seven (7) days of moving in or obtaining the new vehicle with the Managing Agent.

3. Parking shall be restricted to approved vehicles. Approved vehicles shall include conventional passenger vehicle, motorcycle, van and truck, recreational or commercial vehicle of two and one-half, or less, tons gross weight. All vehicles, including associated equipment or accessories, must be parked so as not to impede traffic or damage vegetation, obstruct traffic or create a safety hazard. The Board of Directors reserves the right to determine if any condition constitutes a hazard.

4. No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed or erected by any owner without the prior written consent of the Board of Directors. This restriction does not apply to uniform numbering or letter system used by the Association.

5. No junk or derelict vehicles or other vehicle not displaying current registration, plates and City, County and State permits shall be kept in any parking space, nor shall any Unit Owner conduct repairs, routine maintenance, including oil changes, fluids (except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the Common Elements. Vehicles may display a "for sale" sign no larger than two (2) square feet.

6. 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. Unit Owners are financially responsible for oil or other fluid leaks or other damage done to parking areas occupied by owner or tenants.

7. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any type, recreation vehicles that is longer than eighteen (18) feet or wider than eight (8) feet or weighs more than 2 ½ tons, boats, motorcycles, mopeds, scooters or vans shall be parked or stored within the Common Elements. "Commercial vehicles" are vehicles which are not designed and used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be dispositive of whether it is a commercial vehicle. The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services. Service vehicles for repairs and/or construction may park within the Common Elements between 7: a.m. and 8 p.m. except in the case of emergencies.

8. All motorized vehicles, including, but not limited to, trail bikes, motorcycles, dune buggies, snowmobiles and scooters, shall be driven only upon paved streets and parking areas. A speed limit of 15 MPH SHALL be observed within the parking areas and subdivision streets unless otherwise posted. No vehicles, including bicycles, skateboards and other recreational vehicles shall be driven on community trails, pathways, sidewalks or unpaved portions of the Common Elements, except such vehicles as are authorized by the Board as needed to maintain, repair or improve the Common Elements. This prohibition shall not apply to normal vehicular use of designated streets and lanes.

9. Complaints regarding the parking of vehicles should be directed to the Managing Agent.

10. The Board of Directors shall make a reasonable attempt to give notice in the form of written notice placed on the vehicle to the owner(s) of offending vehicles. If such vehicle is not removed or the violating condition corrected, the Board of Directors

shall have the offending vehicle towed at the expense and risk of the owner of the vehicle.

11. 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 if it remains in violation for 24 hours after a notice of violation is placed on the vehicle. 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.

12. Parking of an Unit Owner, lessee, or guest vehicle for a period of longer than five (5) consecutive days is not permitted in the VISITOR parking spaces, unless approved by the Board of Directors. No unit may occupy more than two (2) parking spaces on a daily basis.

SECTION V

PET GUIDELINES

1. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number is prohibited in any Unit or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, provided, however, that such pets are not kept or maintained for commercial purposes and that any such pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis after the owner thereof has received notice from the Board of Directors regarding such disturbance shall be subject to permanent removal from the Condominium within ten (10) days after receipt of a written notice from the Board of Directors if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board shall provide such notice as is reasonable under the circumstances.

2. The number of ordinary domestic pets, excluding caged animals and birds and those maintained in an aquarium or terrarium, shall not exceed two (2). The weight limit for any individual pet shall not exceed fifty (50) pounds unless approved by the Board of Directors. Existing dogs as of July 15, 2004 are grandfathered.

3. Pets shall not be permitted upon the streets or Common Elements unless accompanied by someone who can control the pet and unless carried or leashed (such leash not to extend more than 6 feet in length). No pet may be leashed to any stationary object on the Common Elements or kenneled on any deck. Pets must be curbed only in the areas defined as "pet areas." Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Elements. Generally, pet areas are defined as: (i) areas away from buildings, walkways, patio areas, gazebo area, and any amenities area; and (ii) such other areas defined by the Board of Directors. Pet owners are required to carry and use "Pooper Scoopers" and/or plastic bags at all times when pets are in Common Elements and Limited Common Element.

4. All pets shall be registered with the City of Williamsburg and inoculated as required by law. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.

5. All pets must be registered with the Association within seven (7) days of occupying any portion of the Condominium, using a form available from the Association.

6. Every female dog or cat, while in heat, shall be kept confined in the Unit by its Owner in such a manner that she will not be in contact with another animal nor create a nuisance by attracting other animals.

7. Cats shall not be left unattended outside the Unit.

8. No Owner shall inflict or cause cruelty in connection with any pet.

9. Any Owner who keeps or maintains any pet upon any portion of the Condominium agrees to indemnify and hold the Association and each 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.

SECTION VI

POOL

1. Guests in the pool area must be accompanied by a Resident or Unit Owner at all times.

2. No more than five (5) guests are permitted by any one Resident at any one time without written approval of the Board of Directors.

3. More than five (5) guests constitutes a Special Event and a Special Event requires written approval by the Board of Directors fourteen (14) days prior to the event. The maximum number of individuals for any Special Event shall not exceed fifteen (15) persons.

4. Residents/Unit Owners are responsible to make sure that guests are properly supervised. The pool is open to all residents 9 a.m. to 9 p.m. daily. See Pool Rules Posted at the Pool.

5. No nude bathing or swimming at pool.

SECTION VII

RETENTION POND (BMP)

1. There shall be no fishing, swimming, diving, wading or skating in the retention pond (BMP).

SECTION VIII

DUE PROCESS

1. **Violation of Governing Documents.** Courtesy and cooperation among residents area 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 Managing Agent to request assistance. The complaint filed with the Managing Agent should be in writing and should document the problem as thoroughly as possible. The Managing Agent 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 Managing Agent. Such notice shall specify the time, date, place and nature of the violation.

(ii) Upon receipt of such notice, the Managing Agent 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 of Directors. A record of this action and a copy of all notice 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 of Directors 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 with 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 the information listed above along with a description of the informal attempts already 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 of Directors. 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 of Directors determines that a violation of the Rules 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 Lot. 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 Association Instruments; (b) decide on the consistency of any such provisions with the other provisions of the Association Act or the Association Instruments, 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 at the Association office.

b. **Decisions.** Within thirty (30) 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. **Appeals.** Any decision of any committee may be appealed to the Board of Directors, provided that all other avenues of resolution, as provided herein, have been pursued. The Board may make a preliminary review of the circumstances and materials relative to the case and made a determination as to whether it will hear the appeal.

a. **Election Not to Hear Appeal.** The Board may, based on the preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party and the decision of the Committee shall stand.

b. **Election to Hear Appeal.** Should the Board of Directors elect to hear the appeal, a hearing will be scheduled by the Board of Directors.

c. **Decision of the Board.** Upon hearing the appeal, the Board may, in its discretion elect to (i) uphold; (ii) modify; or (iii) reverse the decision of the Committee.

4. **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 Association Instruments or the Governing Documents.

Adopted: July 15, 2004

WESTGATE AT WILLIAMSBURG BOARD OF DIRECTORS

Vivian Prescott

Michael Witt

*Signed
7/15/2004
[Signature]*

Chris Stefanski

Andy Pare'

Jim Sublett

WESTGATE AT WILLIAMSBURG

ARCHITECTURAL REVIEW APPLICATION FOR IMPROVEMENTS

(Please Print All Information Clearly)

Lot Number _____

Street Address of Property _____

Owner's Name _____

Telephone Number: Daytime (____) _____ Evening (____) _____

Email Address (Optional) _____

Address for Correspondence: _____
(If Different than Property Address)

Briefly Describe Improvement Request: _____

Attachments: (Please make sure that all required items are attached and that the form is completed fully. Incomplete applications may not be processed until the requisite information is received. The Architectural Review Committee (ARC) for the Westgate Condominiums has thirty (30) days from the day of receipt of a completed application to respond to your application.

- * A site plan / plat of the lot showing the proposed location on the lot of the improvement. Include dimensions from the improvement to the property lines.
- * A complete description of materials, specifications, color, and if possible, a brochure or Photo showing height details, etc.
- * Submit completed application to: Berkeley Realty Property Management Inc., 907 Richmond Road, Williamsburg, VA 23185; or fax to (757) 229-8208.

Please remember that the Architectural Review Committee has (30) thirty days from the date of receipt by the Committee to recommend approval or disapproval of architectural applications. If all information is not provided with the initial application this may delay your request.

(Homeowner's Signature)

(Date)

.....
(Please do not write below this line)

Application: () Approved.
() Approved with changes or conditions noted.
() Disapproved, More information is needed: _____

() Disapproved.

- Approval is good for twelve months from date of approval. If improvement is not completed with that time period, ARC approval is deemed to be voided and the application must be resubmitted to the Committee. Approval by the ARC Committee does not warrantee contractor's performance or workmanship. Property owners are responsible for compliance with all permit requirements or building codes if applicable.

(Committee Signature)

(Committee Signature)

Date: _____

UPLOADED
5/4/2021