**Rules and Regulations Patriot Condominium Unit Owners Association Inc.** 

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Patriot Condominium Unit Owners' Association, Inc.

**Rules and Regulations** 

Adopted on January 15, 2019

#### **SECTION I**

#### INTRODUCTION

- <u>Authority:</u> Article 7, Section 7.8 of the Bylaws of Patriot Condominium Unit Owners' Association, Inc. (the "Bylaws") provides that the Board of Directors (the "Board") of Patriot Condominium Unit Owners' Association, Inc. (the "Association") may adopt rules and regulations. By resolution effective January 15, 2019, the Board adopted the following rules set forth below (the "Rules").
- **Governing Documents:** The Rules should be considered with the Declaration of the Association (the "Declaration"), the Articles of Incorporation of the Association (the "Articles"), and the Bylaws. The foregoing documents are collectively referred to as the "Governing Documents". If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control.
- **Definitions:** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

#### **SECTION II**

#### **USE OF PROPERTY**

**<u>1 Animals</u>:** In recognition of the need for animal control within Patriot Condominium, the following rules and policies are hereby established to address animal problems, and to provide guidelines for processing animal questions and complaints.

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/Limited Common Elements, except that the keeping of service/emotional support animals (as required by law) and orderly domestic pets (e.g., dogs, cats or caged birds) is permitted; provided that such pets are not kept or maintained for commercial purposes.

The maintenance, keeping, boarding or raising of aggressive or potentially aggressive breeds of dogs is strictly prohibited in any Unit or upon the Common Elements/Limited Common Elements. For the purposes of this policy, aggressive or potentially aggressive breeds of dogs are defined as Pit Bulls (American Staffordshire Terriers or Staffordshire Bull Terriers), Rottweilers, Doberman Pinschers, Chows and wolf hybrids.

No pet may be over forty (40) pounds. No puppies whose adult weight is projected to reach forty (40) pounds are permitted.

The number of ordinary domestic pets, excluding caged animals, birds and those maintained in an aquarium or terrarium, shall not exceed one (1) per bedroom.

All pets must be kept on a leash or carried and under the pet owner's direct supervision at all times when outside the Unit boundaries. No pet may be leashed to any stationary object on the Common Elements/Limited Common Elements.

Pet owners are responsible for the immediate removal and proper disposal of animal waste.

Any Owner who keeps or maintains any pet upon any portion of the Unit/Common Elements/Limited Common Elements 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 real property constituting the Condominium (the "Property").

All pets shall be registered with the City of Williamsburg and inoculated as required by law.

The Board will monitor written complaints concerning pets off leash and/or pet excrement nuisances. A notice of violation will be issued if the violation is observed and verified by the Board. If the Board needs to take action, the Unit owner will be responsible for all costs.

Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis, or demonstrating aggressive behavior or a threat to the health and welfare of the residents, guests and invitees, may be removed from the Property after the Owner thereof has received ten (10) days written notice from the Board and has failed to take corrective action. The foregoing notwithstanding, any pet that threatens the safety of any person(s) lawfully on or occupying the Property, shall be permanently removed from the Property immediately 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. The Board will refer all residents to the local Animal Control Agency if an alleged domestic animal (dog or cat) control problem exists in/on Unit or Common Element/Limited Common Element or if the problem concerns an undomesticated animal such as birds, farm animals, opossums, deer, etc.

**<u>2. Association Property</u>:** 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 shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Elements without the prior written approval of the Board.

- **<u>3. Casualty</u>:** Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Managing Agent by any person having knowledge thereof.
- **<u>4. Commercial Use</u>**: No Unit or Common Elements/Limited Common Elements shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose.
- **5.** Emissions: There shall be no emissions of dust, sweeping, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney or outdoor grill emissions, and no production, storage or discharge of hazardous materials on the Property, or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water.
- **6. Exterior Modification:** No exterior modification, change, alteration or addition of any kind, on or in any Common Elements/Limited Common Elements shall be done without the written consent of the Board of Directors. Such prohibitions include, but are not limited to, satellite dishes, television or other antennas, devices or appliances, canopies, exhaust fans, and air conditioners. No clotheslines or other clothes drying apparatus shall be permitted on Common Elements/Limited Common Elements. No garments, rugs, towel, etc. may be hung over or out of any balcony, railing or window.
- **<u>7. Fences</u>**: No fence shall be installed by an Unit Owner.
- **<u>8. Flags</u>**: Owners may display flags in accordance with the Declaration, provided they are bracket mounted on the front of the Unit. No freestanding flags of any type are allowed unless requested in writing and approved by the Board.
- **9. Grills:** Use of portable outdoor charcoal grills is permitted on the Common Elements in accordance with the City Ordinance, which prohibit the use of outdoor cooking equipment underneath any overhanging portion of a building or within 10 feet from combustible materials (buildings, stairs, etc.). When such is in use, at least one 5 pound ABC type fire extinguisher must be serviceable and present. Fires must be extinguished promptly. Grills, once cooled to the touch, may be stored adjacent to the Unit. The cooled ashes must be bagged before being disposed in the dumpsters. No Gas Grills or gas outdoor cookers or permanent grills are permitted. No charcoal starter or other such flammable fluids may be stored on any patio, deck or balcony or within any Unit.

- **10. Group Outdoor Recreational Activities:** Group outdoor recreational activities in designated Common Elements may be permitted from 8 AM to sunset if approved by the Board.
- **11. Hazardous Materials Use & Waste:** No hazardous materials, hazardous chemicals, or hazardous waste constituents, as defined by OSHA, EPA, or the Department of Transportation, shall be stored or used in any Unit or Common Elements (to include vehicles located on the Common Elements), except for quantities that would normally be used by a homeowner found in the bathroom or under the kitchen sink (but in any event, not greater than one gallon). No discharges on the Common Elements/Limited Common Elements or disposal in dumpsters are permitted. Contact the City of Williamsburg for appropriate information for disposing of such materials.
- **12. Holiday/Seasonal Exterior Decorations:** "Holiday/Seasonal Exterior Decoration" as used herein means those temporary decorations associated with a particular national, state, local or religious holiday. Holiday/Seasonal Exterior Decoration may be displayed only within Limited Common Elements without Board approval for up to fourteen (14) days before and seven (7) days after such holiday, except Christmas and Hanukkah decorations which may be displayed from Thanksgiving through January 7 of each year. Owners desiring to display Holiday/Seasonal Exterior Decoration for longer periods must make the request in writing and obtain approval by the Board. Care must be taken by the Unit Owner so as not to damage Limited Common Elements with such displays. Any damage repairs needing to be made by the Association will be charged to the Unit Owner.

**<u>13. Hoses</u>:** Except when in use, hoses shall be rolled and stored in a neat and orderly fashion.

**<u>14. Landscaping</u>**: No tree, hedge, shrub or other landscape feature shall be planted or trimmed.

**15. Lawful Use:** No improper, offensive or unlawful use shall be made of the Unit and Common Elements/Limited Common Elements or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with.

- **16. Leaf Collection:** The burning of leaves and other yard debris within the Common Elements is strictly prohibited. No fire pits or chimineas allowed.
- **17. Leasing:** All Units within the Condominium shall be used for residential purposes only. No portion of any Unit (other than the entire Unit) shall be rented or leased for any period. No Unit Owner shall rent or lease a Unit other than on a written

form of lease providing that failure of the Lessee to comply with the Condominium Instruments and the Rules and Regulations shall constitute a default under the Lease. It is the responsibility of the Owner to supply a Lessee with a copy of the Rules and Regulations to ensure they comply. Failure to comply may be grounds for lease termination. Unit Owners are responsible to notify, in writing, the Managing Agent, of any changes in the rental lease. Such notices shall include the name(s) of the resident(s), contact telephone numbers and email of the resident(s), length of lease and any pertinent information as necessary for communication between resident(s) and the Association. Resident Owners are also responsible for keeping current contact information on file with the Association.

- **18. Maintenance:** Each Owner shall keep all owned Units and all improvements (e.g., windows, storm doors, plumbing fixtures, HVAC) thereon in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Board. In the event that such lack of proper maintenance causes damage to another Unit, the Owner of the Unit causing the damage will be responsible for all costs required to repair the damage. In the event an Owner shall fail to maintain his Unit and the improvements situated thereon as provided herein, the Board, after notice to the Owner, shall have the right to enter upon such Unit to correct such failure. All costs related to such correction shall become a special assessment upon such Unit and remedies of the Board.
  - Limited Common Elements, areas such as balconies, porches, patios and stairs are to be kept in a neat and tidy condition at all times. They shall not be used for storage of personal items or furniture. Patio furniture or furniture designed for outdoor use is permitted.

Unit Owners shall clean dryer ducts annually and report to the Board that action has been completed.

Units that use their fireplaces shall have them inspected, cleaned and (as appropriate) repaired annually. Such service will be reported to the Board.

The Board can have these services provided at the Owner's expense.

- **19. Moving:** Any move-ins and move-outs should be conducted between the hours of 7 A.M. and 9 P.M. unless otherwise requested in writing and approved by the Board.
- **20.** Noise: No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Unit or Common Elements/Limited Common Elements, nor shall any person permit or engage in any activity, practice or behavior causing

annoyance, discomfort or disturbance to any person lawfully present on any portion of the Unit or Common Elements/Limited Common Elements.

**21.** Nuisances: No nuisance shall be permitted to exist on any Unit or Common Elements/Limited Common Elements. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Unit or Common Elements/Limited Common Elements or any part thereof, and the Board shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his Unit or Common Elements/Limited Common Elements/Limited Common Elements/Limited Common Elements/Limited Common Elements.

Smoking is prohibited within ten (10) feet of combustible structures (Buildings, stairs, etc.).

- **22. Obstructions:** No person shall obstruct any of the Unit or Common Elements/Limited Common Elements or otherwise impede the rightful access of any other person on any portion of the Unit or Common Elements/Limited Common Element 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 without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements/Limited Common Elements except with the proper written approval of the Board.
- **23. Parking and Vehicular Restrictions:** Parking on the Property shall be restricted to private automobiles, passenger vans, and small (7,500 pounds gross weight or less) pickup trucks, and only within the driveways, streets and parking areas designed and/or designated for parking. All vehicles must be parked so as not to impede traffic or mailbox access, or damage vegetation. No parking on lawns or Common Elements/Limited Common Elements shall be permitted.

No junk (inoperable) or derelict vehicles or other vehicle not displaying current registration plates and current City and state permits shall be kept on any portion of the Common Elements/Limited Common Element, nor shall any major repairs (including changing of fluids which could cause a spill) of any motor vehicle, which shall cause the vehicle to remain inoperable at the end of one day, be conducted upon any portion of the Common Elements/Limited Common Elements. Long-term storage of vehicles is also not permitted within the Condominium. For the purpose of these rules, any vehicles that are not moved or driven for a period in excess of thirty (30) days shall be deemed long-term storage. The Board of Directors, through the Managing Agent, shall approve exceptions.

No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any type, recreation vehicles (e.g., non-licensed motorcycles, etc.), boats, or commercial vans shall be parked or stored within the Property. "Commercial vehicles" are vehicles that are not designed and used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be determinative of whether it is a commercial vehicle. Concurrently, lettering on a vehicle advertising a business is indicative of a commercial vehicle. The lettering on a vehicle may be covered with a magnetic strip the same color as the vehicle, to bring it into compliance, provided there are no other features that cause the vehicle to be considered commercial.

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 Property between 7 A.M. and 8 P.M., except in the case of emergencies.

A speed limit of 10 MPH should be observed within the parking areas. Except for motorized wheelchairs or other devices to assist the handicapped, motorized vehicles, including, but not limited to, golf carts and motorized scooters, are prohibited on the Association's sidewalks and unpaved portions of the Common Elements/Limited Common Elements.

Subject to applicable laws and ordinances, any vehicle, recreational vehicle, boat, or trailer (hereinafter "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, without notifications. The Association shall not be liable to the owner of the towed vehicle for trespass, damage, or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing.

- **<u>24. Painting Colors</u>:** No exterior painting of Units or Common Elements/Limited Common Elements will be permitted.
- **25. Play Equipment, Bicycles, Strollers, Etc.:** Non-motorized scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall not be stored in or on the Common Elements. When not in use, wading pools must be emptied so as not to cause a drainage or insect problem. Bicycles and tricycle may be secured in Common Element/Limited Common Element area closest to your Unit (e.g. under stairs) as long as they don't impede usage of the Common Element for other residents. Bicycles and tricycles may not be secured to trees, mailboxes or signage.

**<u>26. Resident Contacts</u>:** All Owners must provide the Association with the contact information - name, address, phone number(s) and email address(es) of each occupant and of the person(s) to be notified in case of emergency.

- **27. Signs:** No signs of any kind are permitted in or on the Common Element at any time. No sign of any kind may be displayed to the public view in or on any Unit except as follows (which signs are hereby approved by the Board pursuant to the Declaration): One (1) sign of not more than three (3) square feet advertising the property for sale or rent may be placed in one (1) window on the inside of the Unit, provided the sign is removed no later than fourteen (14) days after the sale (closing) of the property to a new Owner.
- **28. Solicitation/Pamphleteering:** Soliciting and pamphleteering are prohibited within the entire community of Patriot Condominium.
- **29. Temporary Structures; Trailers:** No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, shed or other temporary accessory buildings shall be erected, used or maintained on any Common Elements/Limited Common Elements except as approved by the Board in connection with construction activities.
- **30. Trash Disposal:** All garbage and trash, including furniture items, must be stored in Units until it is placed in a dumpster receptacle provided by the Association. No garbage and trash, including furniture items, may be left outside or adjacent to the dumpsters. All household trash must be placed in plastic bags and securely tied prior to placement in the dumpster. No trash may be placed on the ground around the dumpster or the enclosure at anytime. Failure to do so may result in a charge to the Unit if the Association assets are used to correct the problem. This also applies to recycled materials. NO HAZARDOUS, INFLAMMABLE, CAUSTIC or other dangerous item(s) may be placed in or beside the dumpsters. Contact the City of Williamsburg for appropriate information for disposing of such items. Parking in front of the dumpster enclosures at anytime is prohibited. Unit Owners who permit vehicles to block access to the dumpster area and interfere with the service to the dumpster may be responsible for any necessary extra service charges imposed.
- **<u>31. Utilities</u>:** No water, sewer, gas, or drainage pipe, television cable, electrical wire, or other similar transmission or utility line shall be installed or maintained upon any Common Element/Limited Common Element above the surface of the ground.
- **32. Window Treatments:** All windows must have some form of appropriate window coverings, blind, or shutters, and be properly maintained at all times. Window coverings must be neutral in color from the outside. No window tinting or film is permitted unless requested in writing and approved by the Board.

33. Compliance and Charges: The Board of Directors may assess charges (in accordance with Virginia law) against any Unit Owner for any violation of the Condominium Instruments or of the Rules and Regulations for which such Unit Owner or his family members, tenants, guest or other invitees are responsible.

### RULES AND REGULATIONS OF THE PATRIOT CONDOMINIUM Williamsburg, Virginia

# **GENERAL**

- 1. The Board of Directors of the Unit Owners' Association ("Association") of The Patriot Condominium hereby adopts the following Rules and Regulations ("Regulations"). These Regulations maybe amended from time to time by resolution of the Board of Directors.
- 2. Whenever in these Regulations reference is made to "Residents," that term includes non-resident Unit Owners as well as all persons residing in the condominium, and whenever reference is made to "Invitees," whether or not in conjunction with the term "Residents," the term "Invitees" includes all persons for whose violations, acts or omissions a Unit Owner is vicariously liable under Section 11.1(a) of the bylaws. Wherever 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.
- 3. The Residents and Invitees shall comply with all the Regulations hereinafter set forth as the same may be amended from time to time. The Board of Directors reserves the right under the Bylaws to amend or repeal these Regulations, and any consent or approval given hereunder, at anytime by resolution of the Board. Except as may be otherwise expressly provided herein, things presently permitted by these Regulations may hereafter be prohibited by such amendments.

# **RESTRICTIONS ON USE OF UNITS**

- 4. Subject to the provisions of Section 3.1 of the Declaration, each Unit, and each Common Element shall be used for residential purposes only, except that the Board of Directors may permit reasonable, temporary, non-residential uses in designated Units and/or Common Elements from time to time.
- Under Williamsburg City Ordinance # 09-19, Division 5. Multifamily Dwelling District RM-2 – <u>Sec. 21-211.1 Permitted Dwelling Unit</u> <u>Occupancy: The permitted dwelling unit occupancy in the multifamily</u> <u>district RM-2 is as follows:</u>
  - (1) <u>A Family;</u>
  - (2) No more than three (3) unrelated persons; or
  - (3) Four unrelated persons in a single-family detached dwelling if the provisions of section 21-619 et seq. are met.

- 6. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior written consent of the Board of Directors except as herein or in the Bylaws expressly provided. No portion of the Common Elements shall be decorated or furnished by any Resident or Invitee in any manner. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The sidewalks, building entrances, and stairwells shall be used for no purpose other than for normal transit.
- 7. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance for the Condominium except pursuant to a prior resolution of the Board of Directors. No Unit Owner shall permit anything be done or kept in his unit or in the Common Elements which could result in the cancellation of insurance on the condominium or any part thereof, or which would be in violation of any law, ordinance, or other governmental regulation.
- 8. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any Common Element.
- 9. Toilet and all other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, rags, smoking materials or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner responsible for such damage.
- 10. Each Resident shall keep the Unit he occupies in a good state of preservation, repair and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from any dirt or other substance.
- 11. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the building or structurally change the building, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Board of Directors.
- 12. No improper, offensive or unlawful activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other Residents. No Resident or Invitee shall make or permit any disturbing noises in or near the building or do or permit anything which will interfere with the rights, comforts or convenience of other Residents. All Residents and Invitees shall keep the volume of any radio, television, musical instrument or other sound producing device in their Units sufficiently reduced at all times so as not to disturb other residents. Despite such reduced volume, no Resident or Invitee shall operate or permit to be operated any such sound producing devices in a Unit between the hours of Eleven O'clock

P.M. and the following Eight O'clock A.M. if such operation shall disturb or annoy other residents.

- 13. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Condominium; nor shall any "For Sale," "For Rent" or other signs, window displays or advertising be maintained or permitted on any part of the Condominium; nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reversed by the Declarant and the Board of Directors or the Managing Agent to place or permit to be placed "For Sale" and "For Rent" or similar signs on any unsold or unoccupied Units or on the Common Elements adjacent thereto, and the right is hereby given to any Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee, but in no event will any such sign be larger than one foot by two feet (2' X 4').
- 14. No portion of any Unit (other than the entire Unit) shall be rented or leased for any period. <u>No Unit Owner shall rent or lease a Unit other than</u> <u>on a written form of lease providing that failure of the Lessee to comply</u> <u>with the Condominium Instruments and The Rules and Regulations shall</u> <u>constitute a default under the Lease.</u> Each Unit Owner shall, promptly following the execution of any Lease of a Unit, forward a conformed copy thereof to the Property Manager. These provisions shall not apply to the Declarant or to a Mortgagee in possession of a Condominium Unit as a result of a foreclosure or deed or assignment in lieu of foreclosure.
- 15. Draperies, curtains or Venetian blinds must be installed by each resident on all windows of the Unit he occupies and must be maintained thereon at all times.
- 16. No Resident or Invitee shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or any Common Element, whether through or upon the windows, doors, walls, balcony, or stairwell railings, or otherwise, except with the prior written consent of the Board of Directors. This prohibition includes without limitation laundry, clothing, rugs, signs, flags, awnings, canopies, shutters, exhaust fans, air conditioners, radio or television antennas or any other items. No clothesline, clothes rack or any other device may be used anywhere within the Condominium except in such areas as may be specifically designed for such use by the Board of Directors.

## PET RULES

- 17. No animals of any kind shall be kept in any Unit.
- 18. As of January 1, 2010 Patriot Condominiums will is Pet Free. This means that No Pets will be allowed to come and live in the Community after

January 1, 2010. The Only Pets that will be allowed are the ones that have been registered with Berkley Reality and have been approved by the Patriot Condominium's Board of Directors as of December 31, 2009. The Pet's Owners Grandfathered in will still have to comply with sending their Pets Yearly License to the Property Manager No Later Than March 1 of the year required. The pet may be maintained in a Unit so long as it is not a nuisance and less than 25 pounds. Actions which constitute a nuisance include but are not limited to persistent or loud crying, barking or scratching, or unhygienic offensiveness. All dogs and cats must be registered and inoculated as required by law and registered with Association. Pet owners are fully responsible for personal injuries and/or any property damage to include common landscaping caused by their pets. Pets must be leashed whenever present on the Common Elements; leashes may not exceed six feet (6') in length. Owners of pets walked upon the Common Elements must promptly clean up their pet's droppings. Upon receipt of three (3) written complaints regarding a pet, and dependent on the nature of such complaints, a charge may be levied pursuant to Section 36 hereof or the Board of Directors may enact a resolution requiring that such pet be permanently removed from the condominium, which Resolution shall be binding on the Unit Owner of the Unit in which such pet is housed. When the Pet dies it CAN NOT Be replaced with another.

## PARKING AND STORAGE

- 19. All personal property placed in any portion of the Condominium, including without limitation the Storage Areas, shall be at <u>the sole risk</u> of the person so placing such property, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.
- 20. Should an employee of the Association at the request of a Resident or Invitee move, handle or store any articles in storage facilities or remove the parking areas, then, and in every such case, such employee shall be deemed the agent of such Resident or Invitee. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection there with.
- 21. Use of Individual Storage Space located within the basement of 308 Building is permitted with the following provisions:
  - a. Only one (1) Individual Storage Space may used by each Unit Owner.
  - b. Unit Owner must provide own lock for Individual Storage Space.
  - c. Unit Owner must notify Property Manager of intention to utilize Individual Storage Space.
  - d. Property Manager will provide one (1) Master Key for Main Entrance to Individual Storage Space to users of such only. A fee of Order: L4BBSPPF5

\$5.00 will be charged for duplicate Master Key in event of loss. Master Key must be returned to Property Manager upon discontinuance of use.

- 22. Firewood <u>CAN NOT</u> be stored on patios concrete or wood. It can not be stored were it blocks access of stairs, balconies nor building entrances. It is recommended that if you use your fireplace that you have your chimney inspected and cleaned as necessary at your own expenses.
- 23. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles or motorcycles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways, <u>except that said vehicles may be parked to the rear of the Condominium, across from the 308 and 310 Buildings, in spaces not reserved for individual Unit Owners. <u>ALL VEHICLES MUST HAVE CURRENT LICENSE PLATES AND BE IN OPERATING CONDITION.</u> No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached. <u>NO VEHICLE REPAIRS, OTHER THAN ORDINARY LIGHT MAINTENANCE, SHALL BE PERMITTED ON THE CONDOMINIUM.</u></u>
- 24. All Residents and Invitees shall observe and abide by all parking and traffic regulations posted by the Association or municipal authorities. <u>VEHICLES PARKED IN VIOLATION OF ANY SUCH REGULATIONS MAY BE</u> <u>TOWED AWAY AT THE SOLE RISK AND EXPENSE OF THE OWNER OF</u> <u>THE VEHICLE.</u>
- 25. Parking so as to block sidewalks or driveway shall not be permitted. If any vehicle owned or operated by a Resident or Invitee shall be parked or abandoned on the Condominium contrary to Regulations or applicable law, the Association shall be held harmless by the Unit Owner responsible for the acts of the offending Resident or Invitee for any and all damage or losses that ensue as a result of action to remove such vehicle.

## **RECREATIONAL AND COMMON FACILITIES**

26. All Residents and Invitees using any of the common facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Resident or Invitee shall make any claim against the Association, agents, or employees, for or on account of any loss, injury or damage to life, limb or property sustained as a result of or in connection with any such use of any such facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities arising from the use of such facilities by Residents or Invitees for whose acts such Unit Owner is

responsible, except where such lose, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its Agents or employees in the operation, care or maintenance of such facilities.

27. Any damage to the building or other Common Elements to include common landscaping or equipment caused by a Resident, Invitee or Animal shall be repaired at the expense of the Unit Owner responsible for the acts of such person or animal.

# **MOVING**

28. Move-ins and Move-outs are restricted to the hours between 9:00 a.m. and 5:00 p.m., Monday through Saturday, excluding Holidays. Each Unit Owner is responsible for the proper removal of trash, debris, crating or boxes relating to moves into or out of his unit.

## HOMEOWNERS ASSOCIATION

- 29. All assessments and other charges imposed by the Association are due and payable on the first (1<sup>st</sup>) day of each month at the office of the managing Agent. Payments received after the tenth (10<sup>th</sup>) day of each month will be assessed a late charge of \$10.00. Should any Unit's assessment lapse two (2) consecutive months, a lien will be placed against such Unit until such time as all assessments to include late charges and accrued interest are paid in full. It is highly recommended that you do monthly Bill-Pay thru your bank.
- 30. Complaints regarding the management of the Condominium or regarding actions of Invitees or Residents shall be made in writing to the Managing Agent or The Board of Directors. No Resident or Invitee shall direct, supervise or in any manner attempt to assert control over or request favors of any employee or Agent of the Managing Agent or The Association.

# **CONSIDERATION IN USE OF UNITS**

- 31. All Residents and Invitees shall be properly attired when appearing in any common area of the Condominium.
- 32. 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 concerned with such. Unit Owners will bear the Order: L4BBSPPF5

sole responsibility for any liability for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

33. It is recommended that all Residents clean their Dryer Vents at least once a year to prevent fires.

### <u>Antennas</u>

- 34. No Direct TV and/or Dish Network TV will be installed on Patriot Condominium's Property without the written consent of the Board of Directors. The Board of Directors or the Property Manager will approve the site where the antenna will be placed.
- 35. It is the responsibility of the Owner of the unit to dispose of the antenna when it is no longer in use. If the Property Manager or the Board of Directors has to remove the antenna and cables the cost of removal will be the responsibility of the Unit Owner.

# **GENERAL**

- 36. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors. No fences may be erected by any Resident or Invitee around or on the Common Elements.
- 37. Non-resident peddlers, solicitors and evangelists are not permitted to enter the Condominium. If any Resident is contacted by such a person in the Condominium, the Managing Agent should be notified immediately.
- 38. The installation of additional major appliances in Unit is Prohibited. Such prohibited appliances include, but are not limited to, additional washing machines, dryers, refrigerators, freezers and dishwashers. Replacement of existing major appliances with comparable equipment is permitted.
- 39. The Board of Directors may assess charges against any Unit Owner for any violation of the Condominium Instruments or of these Rules and Regulations for which such Unit Owner or his family members, tenants, guest or other invitees are responsible. Before any such charges may be assessed, the Unit Owner shall be given an opportunity to be heard and to be represented by counsel before the Board. Notice of such hearing shall, at least fourteen (14) days in advance thereof, be hand-delivered or mailed by registered or certified United States mail, return receipt requested, to such Unit Owner at the address of that Unit Owner's unit or to such other address as that Unit Owner may have designated to the Secretary of The Patriot Condominium Unit Owners' Association and/or Property Manager for notice of meetings pursuant to Section 55-79.75 of the Condominium Act.

MANAGING AGENT: Patriot Condominiums ATTN: Joe Gagliano 150 Strawberry Plains Road, Suite #1A Williamsburg, VA 23188-3408

BOARD OF DIRECTORS: George A Marsh Jr President Jim Stam Vice-President Cheryl Bruce Secretary Joe Ballard Director Jim Mc Kown Director

Inquires to The Board of Directors may be directed to:

Patriot Condominiums ATTN: Joe Gagliano 150 Strawberry Plains Road, Suite #1A Williamsburg, VA 23188-3408 757-229-6810

All revisions and updates were approved by The Board of Directors on November 24, 2009 Updated to add "Less than 25 pounds" to the Pet Rules by the Board of Directors March 26, 2012