

Rules and Regulations Bennington on the Park Condominium Inc

BENNINGTON ON THE PARK, A CONDOMINIUM

REVISED RESIDENTIAL UNIT RULES AND REGULATIONS

EFFECTIVE DATE:
2/19/2013

Having been authorized by the Association Bylaws (Paragraph 6.9(g)), the Board of Directors hereby adopts, and or modifies its rules and regulations upon its determination that the following are (a) reasonably necessary to protect the health, safety and welfare of the Unit Owners or (b) otherwise generally in the best interest of the Unit Owners. The Association through its **officers shall provide copies of** these Rules and Regulations to all Unit Owners, Future changes to Rules and Regulations shall be conspicuously posted prior to the time when the same shall become **effective and copies** thereof shall be furnished to each Unit Owner upon request.

These rules and regulations have been set forth to expand upon the detailed information found in the Condominium Declaration and Bylaws under which Bennington on the Park, A Condominium, **operates. Unless otherwise** defined herein, certain initially capitalized words and **terms used herein shall** have the same meanings defined **in the Declaration. All residents are asked** to support these rules and regulations in order that the community will be a more attractive and **harmonious place to live.**

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Enforceme **nt.**

A. The Association, acting through its Board of **Directors, shall** have the power to (i) suspend a Unit Owner's right to use facilities or non-**essential** services offered by the Association **for nonpayment of assessments or violation of these rules and**

regulations to the extent that access to the Unit through Common Elements is not precluded and 911) access against any Unit Owner for any violation of the Condominium instruments or of the rules and regulations promulgated pursuant thereto for which such Unit Owner or his family members, tenants, guest or other invitees **are responsible**. Before any such **suspension or fine** may be imposed, the Unit Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of **Directors**.

B, 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 or addresses required for notices of meetings pursuant to Section 55 79.75 of the Virginia Condominium Act.**

C. The amount of any charges so assessed shall not exceed fifty dollars for a single

ten dollars per **diem for any offense** of a continuing nature, and shall be treated as an **assessment against** such Unit Owner's condominium unit **for the purposes** of section 55-79.84 of the Virginia Condominium Act and the Condominium instruments, Failure of owner to respond to written notice will result in automatic fine,

D. In addition to any fine, all costs, together with interest, attorney's fees and other **costs** of collection, may be imposed as a special assessment against the Unit in which a violation of these rules shall have occurred, as determined in the sole discretion of the Association's Board of **Directors**.

E. In addition to the rights and remedies provided by the Declaration. Bylaws and Virginia law, the Association shall have the right, but not the obligation to correct certain **violations** of the Rules and Regulations when the Unit Owner fails to comply. In the event of a **violation** of the Rules and Regulations, the Property Manager shall notify the Unit Owner by email to correct the **violation or come to a resolution** acceptable to the Board of Directors within **fourteen (14) business days of the date of the notice**. If the Unit **Owner fails to correct the violation** or fails to agree to a resolution acceptable to the Board of Directors within the fourteen (14) business days, the Board of Directors shall direct the Property Manager to send a certified letter to the Unit Owner giving the Unit Owner ten (10) business days to correct the violation. In **the event of an emergency** or if the violation of the Rules

and Regulations creates a time sensitive issue, the Board of Directors may reduce the time period for compliance and forego the additional time period provided by the certified letter. If the Unit Owner fails to correct the violation as required, the **Association** shall have the right, but not the obligation, to take action **and** correct the violation. Any charges incurred by the Association shall be charged to the Unit **Owner**,

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Personal
Property.

A. All tenants residing at the Bennington **are required to have renters insurance**. All unit **owners are required** to have personal property **insurance**. Failure to do so and provide evidence of **insurance** in a timely manner could result in a fine imposed by the Board of Directors. All personal property, such **as lawn chairs, bicycles, tables, etc,** must be kept inside. Residential Unit **Owners may** keep outdoor furniture, planters and other customary decorative items on Limited **Common Element** balconies, patio **areas or porches**, subject to such rules as shall be established by the **Board of Directors**.

B. Nothing may be hung or displayed, nor may signs, flags, flag poles, decorations, **advertisements, awnings, temporary sun shades, patio umbrellas, canopies, shutters, symbols, antennae or satellite dishes** or any other device or ornament be affixed to or placed upon the **exterior** walls, doors, patios, balconies, railings or roof without the prior written approval of the Board of Directors.

C. Water Beds, Exercise Machines, Etc.—Water bed are not allowed in the building. If a Unit Owner/Occupant has any exercise equipment, or similar items weighing more than the usual pieces of furniture in a home, that Owner shall be responsible for any damages to the structure caused by the unusual concentration of weight. Owners should use caution with the installation of **exercise** equipment as such equipment could exceed the weight restrictions and the allowed sound **transmissions** between units.

D. Shipping/moving containers (or Pods) shall not be left **over 24 hours** or remain in the reserved or shared parking spaces or carports.

E. Any unauthorized items on the **Common areas** are subject to removal by personnel authorized by the Board of Directors without notice being required.

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Fire and Water Loss
Prevention.

A. In accordance with the Fire Code, adopted by **the General Assembly** of the **Commonwealth** of Virginia, gas grills with greater than 1lb propane tanks cannot be used on any of the patios or balconies in the Condominium building.

B. Charcoal grills, open flame grills or fires are not permitted,

C. Dryer duct vent lines must be vacuum cleaned at least every five **years**,

D. Unit **Owners are responsible** for maintaining all exterior air vents (range, dryer, **bathrooms**) pertaining to their unit, keeping them free of all lint and debris. (i.e, bird nest).

E. All washing machine hoses must be replaced every five years. Replacement for all units is scheduled for 2012.

F. Unit Owners are responsible for keeping **their air** conditioner serviced on a routine **basis, checking specifically for w**
eeking specifically for water leaks and blocked condensation
drainage pipes

G. **Unit Owners and tenants occupying units are responsible** for periodically checking the plumbing, including but not limited to, under the cabinets in the kitchen and bathrooms, **commodes, showers, tub, ice-making refrigerator, washing machine**, and dish washing machine connections, to **make sure there** are no leaks developing, **which** could cause damage to the unit or to adjacent units, Repairs to leaking water lines or fixtures must be made IMMEDIATELY by the **Unit Owner or property manager**,

H. Unit Owners are required to install Di-electric nipples or manufactured recommended nipples on top of the water heater upon replacement. Failure to do so can result in the Board re piping the heater and adding the proper nipples at the cost to the Unit Owner.

I Unit owners or tenants who are gone from their unit for more than four consecutive days are required to shut off their main water valve until their return.

J. Unit owners are required to periodically check their water heaters for rust and corrosion and replace the water heater immediately upon finding any rust and corrosion on the exterior of the heater or upon discovering water sitting in the overflow pan, Failure to do so could result in the unit owner being responsible for damages to common areas and/or surrounding units.

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Unit
Rentals.

The declarant has designated 12 Unit Owners or units substituted by declarant or assigns with rental rights by contract, unit # 204, 206, 201, 301, 402, 404, 303, 105, 311, 411, 305, and 205,

B. No Unit Owner, other than those granted lease rights in writing under Article VI, use restrictions 6.2 of the Condominium Declaration and the following provisions:

a. No Unit Owner(s) shall lease their unit except for residential purposes. One family of 5 or a maximum of 3 unrelated adults may occupy a 3-bedroom unit, One family of 4 or a maximum of 3 unrelated adults may occupy a 2-bedroom unit. A 1-bedroom unit shall be limited to a maximum of 3 persons.

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b. A Condominium Unit shall be deemed leased by a Unit Owner(s) for the purposes of these Rules and Regulations, whenever it is occupied by a third party, not a member of the Unit Owner's immediate family, for more than 10

consecutive days unless the Unit Owner is also occupying such Unit.

c. No Unit Owner(s) shall lease their Unit unless at least one of Lessees, who will actually occupy the Unit, is at least 18 years of age .

d. Owner/Lessor will be responsible for any damage caused by Lessee to Common Elements and Limited Common Elements.

C. Any Unit Owner other than those units granted the right to rent their units on a permanent basis who wishes to obtain the right to rent must apply to the Board of Directors in writing. This right, if granted, remains with the current owner but **DOES NOT TRANSFER AT TIME OF SALE. The new or prospective owner must** apply to the Board of Directors for the right to rent. **The Board of Directors reserves the right under the Condominium documents to restrict the number of rentals in the Bennington to twelve units at any future time.** Current units granted the right to lease are units 105, 201, 204, 206, 205, 301, 303, 305, 311, 402, 404 and 411.

D. Any Unit Owner granted the right to rent **has to follow all leasing requirements stated** in the documents under Article VI, 6.2 of the Declaration and the revised Rules and Regulations dated February 15, 2012 including the right of the Board of Directors to cancel the lease agreement or bring summary proceedings if any tenant fails to abide by the Rules and Regulations. In addition, the following leasing rules stated below have been adopted by the Board of Directors as of March 19, 2008 and modified on November 30, 2009 and are also required of any unit granted the right to rent.

a. All leases must be on a standard lease form provided by or approved by the Board

of Directors or our **property management company.**

b. Unless approved by the Board of Directors, all units leased must use a professional

property management company, realtor or realty company approved by the Board of Directors, Unit Owners requesting leasing companies may use, but are not Jimited to, Berkeley Property Management or Williamsburg Property Management.

c. Unless **approved by the Board of Directors**, all rents charged must be at least 80% of fair market rent. The estimated market rents as of January 2010 are \$1,050 for a **one bedroom**, **\$1,450 for a two bedroom** and **\$1,550 for a three bedroom**.

E. The Unit Owner granted the right to rent has read the rules and requirements stated **above and** has agreed to follow these rules and requirements.

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Prohibited
Items.

A. **No gasoline or other hazardous substances** may be stored by Unit Owner in any portion of a Residential Unit, or in any Common Element or Limited Common Element of the Condominium.

B. Laundry, rugs, swim suits, towels and other articles may not be hung from **any exterior** portions of the building at any time. Sweeping or shaking of mops or rugs or throwing dust or anything else from windows, doors, balconies, patios or porches is not permitted at any time.

C. No skateboarding, roller skates, scooters or in line skates may be used on the property.

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Storage
e.

No Residential Unit Owner shall obstruct any of the Common Elements nor shall any Unit **Owner store anything upon any** of the Common Elements unless in areas specifically designated **for storage** by the Board of Directors. **Any permitted storage areas must be kept reasonably clean and free from obnoxious odors.** All tools, sporting equipment and other personal articles and equipment must be kept within the Unit or a permitted storage **area.** **Any unauthorized items on** the Common Elements are subject to removal **by personnel authorized** by the Board of Directors without notice being required.

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Exterior
Alterations.

A. Except as otherwise permitted in the Declaration or the Bylaws, no alterations or additions may be made to the exterior surface of the building or to **any Common Elements** by any Residential Unit Owner without the prior written **approval** of the Board. Any such addition, **alteration or improvement shall also comply** with any Development Guidelines (as defined in the Master Declaration) and if applicable New Town Design Review Board, if applicable, must **approve such additions, alterations or improvements. No sign, advertisement, notice or other** lettering, painting or decoration shall be exhibited, inscribed, painted or affixed on any part of the outside of a Residential Unit or in the windows of any Residential Unit without the prior written consent of the Association. All improvements, **maintenance** and landscaping of the **general** Common Elements shall be handled only **by the Association.**

B. All exterior locks must be maintained by the Unit Owner, however no lock can be **changed** or re-keyed without authorization by the Board of Directors.

C. All exterior doors and windows must be maintained and replaced by the Unit Owner with the **same or similar windows and doors approved by** the Board of Directors.

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Windows and Window
Coverings.

A. All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be **white, off-white or light beige on the exterior side so as to** create a uniform appearance throughout the Condominium. Window coverings which are considered unacceptable include, but **are not limited to**, newspaper, cardboard, butcher paper, poster board, aluminum foil, plywood, sheets, and other paper covers. Temporary measures are acceptable during the initial days of occupancy; however, such

measures must be removed and replaced with proper treatments within five (5) days of occupancy.

B.
allowed.

Sliding glass door screens which contain a white frame and transparent screen are

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Animals.

A. No more than two household domestic pets, not bred or maintained for commercial purposes, may be kept in any one unit. Pets shall be limited to dogs, cats, tropical/freshwater fish or caged birds. Aquariums are limited to one aquarium of not more than 15 gallons,

The full grown combined weight of the pets shall not exceed eighty-five (85) pounds. All dogs and cats must be neutered. No "attack" or "defense" type of dogs, such as Pit Bulls, Rottweiler's, Doberman, German Shepherds, Akitas, Mastiffs and the like and any other pet breed that the Board of Directors may deem as a potential safety hazard to residents or Unit Owners, may be maintained in the units.

B. All animals, when on any portion of the Common Elements, shall be under a person's command, whether carried or leashed, and all animal waste must be immediately removed by the person accompanying the pet.

C. No pet shall be tethered or maintained outside on Common Elements or Limited Common Element porches, patios or balconies.

D. All pets shall be registered, if required, by the Board of Directors and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets. Visiting, temporary or part time residents with pets are subject to all of the pet rules and regulations.

E. Pet owners may be fined for violation of these policies at the rate of up \$50.00 for each offense. Any pet causing or creating a nuisance or unreasonable disturbance or noise in the opinion of the Board of Directors, the pet may be permanently removed from the property at the discretion of the Board of Directors. No such pets shall be

removed from the property by action of the Board of Directors pursuant to this section unless the owner of such pet shall be given 14 days notice of a hearing before the Board at which time the pet owner shall be allowed to speak to the issue.

F. The pet owner will be responsible and will pay for any and all damages or destruction caused to the Condominium, including, without limitation, the repair of damaged items to their former condition and/or replacement where necessary as determined in the sole discretion of the Board of Directors. All of such costs, together with interest, attorney's fees and other costs of collection, may be imposed as a special assessment against the unit in which the pet or pet owner resides, as determined in the sole discretion of the Board of Directors.

G. Pets designated as service animals to accompany a resident with a verifiable disability for the specific purposes of aiding that person in accordance with the American with Disabilities Act (ADA) guidelines, the Federal Fair Housing Act or similar laws, ordinances or regulations are excepted from these rules.

10.

Parking Vehicles.

No boats, trailers, motor homes, trucks (larger than a 1/2 ton pickup) travel trailers, or any vehicle with commercial advertising may be parked on any parking area, including any Attributed Parking Space of any Unit Owner, including carports for more than 24 consecutive hours and in no event shall any such boat, trailer or vehicle block normal ingress and egress of any resident or from any parking area. Commercial moving vans, when conducting contract business, and commercial trucks when in the area to perform service or repair work are an authorized exception.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident or a resident's invitee, which are parked in any Common Elements or Limited Common Elements or carports for more than 24 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in

ements except for short term emergency work
(flat tire, battery charge, etc.).

Trash
Collection,

A. All rubbish, trash and garbage shall be deposited in receptacles specifically designed for same and shall be removed regularly from the Property and not allowed to accumulate. No trash of any kind is to be left on the floor in front of the trash shoot or anywhere in the building. All trash shall be double-bagged to prevent spillage in corridors. **Repeated violations by owners may result in a fine imposed by the Board of Directors or repeated violations by a tenant may result in the lease being cancelled by the Board of Directors.**

B. *No cardboard boxes or bulk items of any kind are to be placed into the trash chute. These items are to be carried outside to the dumpster. Repeated violations by owners may result in a fine imposed by the Board of Directors or repeated violations by a tenant may result in the lease being cancelled by the Board of Directors.*

Obnoxious
Activity.

A. No obnoxious or offensive activity shall be carried on upon any part of the Condominium nor shall anything be done thereon which may be or may become, an annoyance or nuisance to the Unit Owners or which shall in any way interfere with the quiet enjoyment of any Unit Owner of his Condominium unit or which shall in any way increase the rate of insurance carried by the Association for the benefit of the Unit Owners,

B. Consideration for neighbors is especially important in a community such as the Condominium. Unnecessary noises and loud noises from televisions, stereo equipment, musical instruments, pets, or other disturbances must be avoided, especially between the hours of 11:00 PM and 7:00 AM

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Solicitation and Garage Sales.

Solicitation by commercial enterprises is not authorized within the community. Garage sales and tag sales are specifically prohibited, unless approved by the Board of Directors.

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Utilities & Access

Codes

A. Residents are responsible for maintenance and payment of all separately metered and **sub-metered** utilities, including, **if** applicable, water and sewer, gas, electric, cable television, telephone, and for calling **to** initiate service on the date **of possession**. Utilities serving Common **Elements, such as** common area lighting, are paid **for** by the Association,

B, Property manager is to keep a list of access codes for each unit and upon move in of a resident, remove the old codes, and at least once a year ensure the directory is up to date and old **codes have been removed,**

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Condominiu m Sales.

Any owner who sells his or her condominium is responsible for:

A. Notifying the Association and requesting a Certificate of Resale per the requirements of the **Virginia Condominium Act.**

B. Making certain all Condominium dues are current. The property manager is required to add a copy of the initial capital payment clause of Article 6, operation of the **condominium**, to the resale certification for all purchasers.

C. Making certain **new owners** receive the Condominium Declaration, **Bylaws and these** Rules and Regulations.

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Default in Payment of
Assessments,

If any owner defaults in the payment of any Common Expenses, as such terms are defined in the Declaration of Bennington on the Park, A Condominium, or other sum against such Unit Owner or a unit and the default continues **for a period in excess of ten** (10) days, such Unit Owner shall pay interest on the amounts due at the rate of twelve percent (12%) from the due date thereof until paid. In addition, **the Common Expenses or other** sums due shall be subject to a late fee equal to five percent (5%) of the **amount past** if not paid within ten (10) days **after** the due date thereof. Upon any such default, the entire annual assessment attributable to the defaulting Unit Owner shall immediately become due and payable and such defaulting Unit Owner shall further be responsible for all costs of collection, including reasonable **attorney's fees.**

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Amendmen
ts.

These Rules and Regulations may be changed from time to time and at any time by a majority vote of the Board of Directors.

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Confl
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Should these Rules and Regulations conflict with those of the Master Association, the Master Association's Rules and Regulations will govern,

UPLOADED
4/9/2021