

**Rules and Regulations  
Brandon Woods Association Inc.**

***BRANDON WOODS, A CONDOMINIUM***


***Rules and Regulations***

***(Including Architectural Standards and Maintenance Guidelines)***

**November 21, 2013**

Approved By: Brandon Woods Condominium Association, Inc. Board of Directors

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**George Callis, BOD President**

# BRANDON WOODS, A CONDOMINIUM

## *Rules and Regulations*

*(Including Architectural Standards and Maintenance Guidelines)*

### SECTION 1

#### 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 Unit, and is (2) one of many mutual owners (legally speaking, "tenants in common") of common facilities which service his and other Units and Common Elements. 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, 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. **Intent of the Rules and Regulations:** These Rules and Regulations are intended to set guidelines for living in the Condominium with a view toward maximizing the happiness of the living experience. It is assumed that all homeowners wish the same overall goals and objectives and will act within a spirit of goodwill and camaraderie.

3. **Authority.** Article III (f) of the Bylaws (the "Bylaws") of Brandon Woods, a Condominium (the "Condominium") provides that the Board of Directors ("BOD" or the "Board") of Brandon Woods Condominium Association, Inc. (the "Association") may adopt reasonable rules and regulations deemed necessary for the benefit and enjoyment of the Condominium. Accordingly, by resolution effective April 16, 2009, the Board adopted the following rules to govern the Condominium (the "Rules").

4. **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"), and the Bylaws. The foregoing documents and other Resolutions as approved by the Board 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. Unit Owners are reminded to be familiar with the Governing Documents.

5. **Association Membership.** Each person who purchases a Unit in the Condominium automatically becomes a member of the Association.

6. **Property Manager.** The Association has retained a managing agent ("Property Manager") to carry out certain tasks and oversee certain operations of the Condominium.

7. **Definitions.** As in the contemporary American condominium, Brandon Woods Condominium is divided into Units, each of which is individually owned, and the Common Elements, which are collectively owned by all Unit Owners. The following definitions apply (see Governing Documents).

- a. **Unit:** The portion of the Condominium that is designed and intended for individual ownership and use. The Unit Owner is the fee simple owner of the Unit which includes the dwelling and its surrounding land area. The specific boundaries of the unit are shown and delineated on the recorded plat.
- b. **Common Elements:** All of the Condominium except the Units. The Common Elements are collectively owned by all Unit Owners as tenants in common.
- c. **Limited Common Elements:** There are no Limited Common Elements within the Condominium. The Condominium is comprised solely of Units and Common Elements. No Common Elements shall be subsequently assigned as Limited Common Elements.
- d. **Unit Owners' Association:** Brandon Woods Condominium Association, Inc., a Virginia non-stock corporation. Each Unit Owner is a member thereof.
- e. **BOD:** The BOD of the Unit Owners Association.
- f. **Declarant:** Brandon Woods Limited Partnership. The "Period of Declarant Control" has expired.
- g. **Rules and Regulations:** Those rules and regulations which are adopted by the BOD and as may be amended from time to time.

## 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 lawful home occupations, no Unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose. "Lawful home occupation" is defined as any occupation that does not require business traffic of any type, e.g., vehicular traffic and/or walk in customer activity.

3. **Lawful Use.** No improper, offensive or unlawful use shall be made of the Condominium 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 Condominium shall be complied with by, and at the sole expense of the Unit Owner or the BOD, whichever shall have the obligation to maintain or repair such portion of the Condominium, and, if the latter, then the cost of such compliance shall be a Common Expense

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 or Common Element, or on any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity.

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 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, 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 Owners' Unit, the 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.

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.

7. **Noise.** All persons present on the Condominium shall comply with the applicable local noise ordinance. Loud noise of any type, e.g., power tools, etc., is prohibited during the hours of 6pm to 8am. Exceptions may be granted by the BOD and may typically involve situations involving severe weather conditions and their after effects and the need to use power generators. Due to the close proximity of the Units, Unit Owners and their guests are expected to be sensitive to the noise levels of such devices as radios, television, music boxes, wind chimes, etc., especially when used on the decks and/or on the front porches. Power generators must have sound proofing included as part of the installation in addition to landscaping screening and be approved by the BOD upon the recommendations of the Architectural Review Committee and the Landscape Review Committee.

8. **Obstructions.** No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owners store anything upon any of the Common Elements without the approval of the BOD. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the BOD.

9. **Common Elements.** 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 improvements located on the Common Elements, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Unit Owner shall make any private, exclusive or proprietary use of any of the Common Elements without the prior written approval of the Board and then only on a temporary basis.

10. **Rental/Leases.** Unit Owners are permitted to lease their Units. No Unit shall be rented for transient or hotel purposes. No Unit shall be rented for an initial period of less than twelve (12) months. No portion of a Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and the Rules and Regulations, and providing that failure to comply constitutes a default under the lease. If the lessee violates the Condominium Instruments or Rules and Regulations and does not promptly cure such violation after receipt of notice thereof, the Unit Owner shall cause the lessee to vacate the Unit, and in the event the lessee does not vacate, the Association may take whatever measures are necessary to have the lessee removed from the Unit and shall assess the Unit Owner for all costs and attorney's fees caused by such measures. The foregoing provisions of this subparagraph shall not apply to a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. Unit Owners who lease their Units shall promptly notify the

Property Manager that the Unit has been leased and shall provide to the Property Manager the names and daytime and emergency phone number(s) for the lessees. A copy of the lease will be provided to the BOD. In addition, the Unit Owner will provide to the Property Manager signed documentation that the Lessee has been provided a copy of the Rules and Regulations.

11. **Litter**. It is prohibited to litter or deposit debris on the Common Elements.

12. **Moving**. Owners or their tenants moving in or out of the Condominium must do so between the hours of 8:00 a .m. and 9:00 p.m.

13. **Sale of Unit**. Virginia law requires sellers of residential property to make certain disclosures to the purchasers. Upon the Unit Owners' request, the Property Manager will provide a disclosure packet as required by the Condominium Act. The Association charges a fee for providing the disclosure packet. Additionally, the seller must request from the Property Manager, a Certificate for Resale for which there may be a fee.

14. **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 or the external siding.

d. Decorative holiday lighting shall not be operative prior to the day after Thanksgiving in any year, and removed not later than the following 10<sup>th</sup> of January.

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

15. **Solicitation**. All door-to-door solicitation is prohibited.

16. **Trash Removal**. The Association contracts for trash removal within the Condominium. Unit Owners must use the trash containers provided by the contractor. All trash /recycle containers are to be stored in the garage of each Unit. Containers should be placed outside no earlier than 6 pm of the night prior to trash pickup and removed the following morning. Unit owners shall abide by all applicable Federal, State and local County requirements.

17. **Yard/Garage Sales**. No individual yard or garage sales are permitted. However, one annual combined garage sale may be permitted at the participants' expense. The BOD will determine the date, time, and specifics for this event.

18. **Temporary Moving Equipment**. Moving equipment such as PODS, trucks, and containers are permitted for a period not to exceed ten days. Such equipment must be located in the Unit Owners' driveway and not in the common parking areas or streets.

### SECTION III

#### MAINTENANCE, ADDITIONS, ALTERATIONS AND IMPROVEMENTS

1. **Common Elements.** The Association is responsible for the maintenance, repair, and replacement (unless the expense was necessitated by the negligence or willful misconduct of a Unit Owner or his tenant or guests) of all Common Elements, and is responsible for providing the services listed below, the aggregate cost of which is charged to all Unit Owners as a common expense. The Common Elements will be kept in good order, condition and repair and in a clean and sanitary condition. Unit Owners shall request approval from the BOD for any plantings, etc., in the Common Elements.

2. **Individual Units.** In addition to its obligations regarding the Common Elements, the Association provides certain maintenance to the Units as specified in Section 5 of Article V of the Bylaws. The following text sets forth the services specified in Section 5 of Article V of the Bylaws and provides some additional rules to facilitate the administration of such services by the Association.

The Association will provide the following maintenance services for the benefit of the Units and Unit Owners on a scheduled basis:

a. Painting of exterior siding, trim, doors and shutters. Deck maintenance and replacement are the responsibility of the Unit Owner. The existing siding, trim, doors, and shutter colors cannot be changed. Colors of roof shingles, exterior house surfaces and deck staining are detailed in Section IV, Exhibit 1. The only authorized color change to an existing deck is its replacement by white vinyl railing and lattice, with maintenance free decking, gray in color and this expense shall be that of the individual home owner. Any projects which involve changes must be approved by the BW BOD. Exterior Maintenance will not include glass surfaces, wood or metal framed glass doors or windows or other exterior doors or windows or their hardware, except for paint on the outside surface of doors and windows. Replacement material will be the same type as the original. The Association will not be responsible for the maintenance and repair of exterior changes paid for separately by the Unit Owner and approved by the BOD.

In case of a disputed need for repair, replacement and/or maintenance, the Board of Director's decision will be controlling. The cost of all such maintenance, repairs and replacements made by the BOD shall be a common expense unless in the opinion of a simple majority of the BOD, such expense was necessitated by the negligence, misuse, or neglect of a Unit Owner, in which event such expense may be charged to the responsible Unit Owner.

b. Trimming and care of grass, shrubs, and trimming of trees to a maximum height of twelve feet above ground level. Unit Owners are responsible for the additional costs associated with Owner initiated and Board approved changes to landscaping other than that which existed at time of purchase.

c. Snow removal on Common Element streets only on an "as needed" basis as determined by the BOD. In the event of inclement weather resulting in snowfall, ice and/or standing water, Unit Owners and their guests should exercise extra caution when utilizing the Common Element streets, sidewalks, and drives within the Condominium.

d. All Unit Owners' communications regarding the maintenance and/or repair of their properties or the Common Elements by Association contractors shall be with the Property Manager or the BOD.

**3. Unit Owners.** The following are to be adhered to by the Unit Owner. This listing is not all inclusive and any further inquiries into such shall be at the decision of the BOD. Additional responsibilities are set forth in the Standards addendum to these rules and regulations.

a. No Unit Owner shall paint or alter the exterior of his or her Unit, except as noted in Section IV. The Board will answer all written requests by a Unit Owner within 45 days. The Unit Owner will pay the costs of filing any required permits and shall bear any and all associated costs.

b. Each Unit Owner shall keep all improvements within the boundaries of his/her Unit in good order, condition and repair (for example, broken windows) and in a clean, sanitary condition. Yards shall be kept in a neat and clean condition, free of debris and unsightly accumulations. Unit Owners may make no changes to existing exterior building features, including landscaping, without first obtaining approval from the BOD – with the below specific exceptions. Please note that the Unit Owner will bear any costs associated with changes, including mulching and irrigation systems, requested by him/her and approved by the BOD.

(1) Unit Owners may place additional plantings within existing plant beds. However, the existing bed area may not be changed without Board approval. Plantings should be common to Virginia and compatible with existing plantings. Plantings cannot touch the exterior of the Unit. For example, climbing vines are not acceptable. Questions should be referred to the Board.

(2) Limited decorative ornaments may be placed in landscape areas as long as they are unobtrusive to the casual observer. Any issue of appropriateness will be referred to the BOD for a final decision.

(3) Potted plants, decorative items, and outdoor furniture – of appropriate proportion and color – may be located on the deck and/or front porch and steps. Planters may be placed on the driveway near the garage doors. Appropriateness issues will be resolved by the BOD.

(4) An American flag may be displayed with the pole (no greater than 6 feet in length), attached only to the deck or to the dwelling consistent with proper flag etiquette. Seasonal and other types of flags, as may be appropriate, may be displayed on the pole (no greater than 6 feet in length) or one additional pole (no greater than 6 feet in length). No more than two flags are permitted. No free standing flag poles are permitted. If a flag pole holder is removed, the owner is responsible for filling nail or screw holes and otherwise restoring the area where the holder was attached to its original condition.

(5) Bird feeders of appropriate size, mounted on minimal post supports may be placed in mulched areas or along the tree line, but not on the front elevation.



c. Portable BBQ grills may be located on the deck or off the deck on a proper supporting surface and in an inconspicuous location. Charcoal or wood burning grills or fire pits are not permitted on the decks.

d. Interior window treatments visible to street and/or walking traffic should be neutral in color and appropriate for the Brandon Woods's overall decor and appearance. Appropriateness issues will be resolved by the BOD.

e. With the approval of the BOD, power generators may be installed. Generators must have mufflers and sound proofing panels/enclosures, must produce an operating noise level no greater than 70 dB (A) at a distance of 10 feet, and must have mature landscaping installed around them. These plantings must adequately screen the unit at the time of installation.

f. Satellite dishes, antennae and similar devices for the transmission or reception of television, radio, shortwave, satellite, or other signals of any kind are prohibited; except:

(1) Antennae or satellite dishes which are designed to receive direct broadcast satellite service and are one meter or less in diameter;

(2) Antennae or satellite dishes which are designed to receive video programming services via multi-point distribution services and which are one meter or less in diameter or diagonal measurement; or

(3) Antennae or satellite dishes which are designed to receive television broadcast signals and are one meter or less in diameter.

(4) The permitted devices are not to be installed in the front of the lot or on the front facade of a residence unless there is no other location on the property where an acceptable quality signal can be received. They are to be located so as to be as visually unobtrusive as possible, without unreasonably increasing the cost of installation, maintenance, and use and without precluding the reception of an acceptable quality signal. All installation coax cable and other associated cabling/wiring are to be hidden from view.

(5) A Satellite Dish Antennae Notification Form is to be submitted to the Chairperson of the Architectural Review Committee prior to the installation. The purpose of the form is to confirm that the homeowner is aware of these requirements and has communicated them to the installer. The Architectural Review Committee will inspect the installation after completion to verify compliance.

g. No signs of any character shall be erected, posted or displayed without the prior written approval of the Board of Directors, except those specifically authorized in this subsection. No signs of any type shall be displayed to public view on any Unit or Unit owner property, except customary name and address signs as are approved by the Board of Directors, temporary Open House signs, and signs offering the property for sale.

(1) "For Sale" signs must be of the following design and wording:

(a) Approved signs will be constructed of wood materials and will consist of a white background with green lettering. Signs should be ordered from Wright Sign Services, 8008 Hankins Industrial Park Road, Toano, VA 23168, telephone 757-566-8329, which will provide them at unit owners' expense.

(b) The sign surface will not exceed a size of two feet wide by two feet high and will be mounted off the ground such that the top of the sign is no higher than four feet above the ground.

(c) Information on the sign will include the words "Brandon Woods" on the top line; "FOR SALE" on the second; the realtor's name on the third; and the telephone number on the fourth; or, in the case of an owner sale, the words "BY OWNER" in place of the realtor's name. The information will appear on only one side of the sign.

## (2) Open House Signs

(a) Open house realty signs are permitted in the community only on the dates and times that the house is being held open for public viewing under the on-site direction of a representative of the owner. The permitted signs are limited to a sign on the property for sale, as necessary to identify it as a house open for public viewing, and temporary generic open house signs, as necessary to direct viewers to the house at intersections requiring a turn. All temporary generic open house signs and their locations shall be in accordance with the applicable provisions of James City County Code Chapter 24, Article II, Division 3, and Section 24-74 (18), with the additional provision that balloons or other adornments are not permitted.

(b) Homeowners are to communicate these requirements to their real estate agent. JCC Code Chapter 24, Article II, Division 3, Section 24-74(18) follows.

*Off-premises, directional, temporary generic open house realty signs may be erected in any zoning district in accordance with the following regulations:*

*a. The function of such signs shall be limited to directional purposes, as opposed to the advertisement of an individual realtor or realty firm. The signs shall be generic in style and color. No specific realtor or realty firm name(s) shall be on such signs; however, the registered trademark of the National Association of Realtors, the equal housing opportunity logo, and identification as provided in h, below, shall be permitted.*

*b. Such signs shall refer only to real estate open houses whose purpose is to sell, lease, or rent residential property.*

*c. No such sign shall exceed three square feet in area or three feet in height.*

*d. Such signs shall be located only at intersections where a turning movement is indicated and only at intersections where at least one of the streets is within the residential area in which the subject property for sale, lease, or rent is located.*

*e. No more than two such signs shall be located at any one intersection, nor shall such signs at the same intersection point in the same direction.*

*f. Such signs shall be temporarily displayed only when the residential unit is open for public viewing under the direction of an on-site representative of the owner.*

*g. Such signs shall be placed only on private property and only with the expressed consent of the owner of such property.*

*h. Each sign shall have an identification tag, either attached or permanently affixed to the sign, which contains the name, address, and phone number of the sign's owner. The identification tag shall not exceed four square inches in area.*

h. Refuse containers, dumpsters or vehicles storing refuse are permitted only when major alterations or repairs to a Unit Owner's property are in progress. Such containers, dumpsters or vehicles must be covered, must be kept in the Unit Owner's driveway and may remain no longer than 10 days in the driveway without the approval of the BOD. This requirement is to be communicated to any contractors hired by the Unit Owner to perform alterations or repairs to the Unit Owner's property.

i. **The following items are NOT permitted and will not be approved by the Board of Directors. This list is not intended to be all inclusive but to serve as examples.**

- (1) Clothes lines.
- (2) Outdoor athletic apparatus, such as basketball hoops.
- (3) Lawn furniture, except on the deck or porch.
- (4) Decorations, flags and/or plantings attached to the mailbox.
- (5) Sidewalk/ patio lighting
- (6) Storm windows
- (7) Awnings/pergolas/covered decks/screened or enclosed porches
- (8) Window/wall mounted air conditioning units
- (9) Home expansion – no changes to original unit footprint or elevations except for decks within property limits
- (10) Fences, including invisible fences, dog runs and dog houses.
- (11) Storage sheds
- (12) Externally visible car covers – (garage use only)

j. **The following is a summary of additional items that are the Unit Owners' responsibility – this list is NOT all inclusive and is not intended to limit the Unit Owners' obligations with respect to their Unit as set forth in the Governing Documents: (Section V)**

- (1) Contracting for termite inspection and control.
- (2) Repair/replacement of building structural defects. Manufacturer's warranties, if applicable, must be resolved between the Unit Owner and the manufacturer.

- (3) All internal maintenance.
- (4) Heating and cooling systems, windows/glass, screening, light fixtures, plumbing, and crawl spaces.
- (5) Mildew control
- (6) Replacement of all exterior light bulbs for the exterior lamp post and for fixtures attached to the exterior of the Unit.
- (7) Door maintenance (except for scheduled exterior painting).
- (8) Obtaining and maintaining Homeowners' Insurance on their unit.
- (9) Roof repair and/or replacement
- (10) Gutter cleaning, maintenance, repair and/or replacement.

#### **4. Review and Approval of Additions and Alterations**

##### **a. Introduction**

Unit owners desiring to make any exterior additions, alterations or improvement, including trim board replacement and window replacement, to the exterior of their unit or landscaping are required to obtain the written approval of the BOD prior to proceeding with the addition(s) or alterations. The objectives of the review and approval process are to have additions and alterations to units that meet the needs and desires of unit owners while conforming to the standards of the community as defined by the Rules and Regulations, respecting the interests of the other unit owners, and avoiding hazards to safety or damage to adjacent units or common property. This subsection sets forth the process and procedures for requesting approval.

For purposes of this requirement, the exterior of the unit is defined as the exterior of the house, any structures attached or adjacent to the house, such as decks or patios; any equipment, such as air conditioning compressors or home generators; walkways; and exterior lighting. Landscaping is defined as planting beds, shrubbery, and trees.

Replacement of an exterior item of a Unit with another of the same material, size, appearance, and the same function/purpose is not considered an exterior addition, alteration or improvement and does not require Board approval. However, if the repair or replacement of an exterior item with the same material, color, quality and appearance requires removal, replacement, and/or repainting/touch-up of the exterior siding and/or trim of the home, this maintenance must be submitted for the Boards review due to the potential impact to the Association maintained exterior paint (siding and trim). Paint may need to be tinted to match the actual shade of the existing paint, or it may be necessary to paint the entire affected elevation to achieve a uniform appearance, subject to final inspection.

Replacement or adding of plants or shrubs within the existing area of a bed or the replacement of a dead or diseased tree is not considered to be an alteration or addition and does not require Board approval.

Certain additions and alterations require submittal of the Notification Form for Satellite Dish Installation and written Board approval; e.g., satellite TV reception antennas; all are to be installed in accordance with

the Brandon Woods Rules and Regulations. These are specified in Section III, 3 (f) in the Rules and Regulations. (Approval is required based upon the Declaration, Article V, Section 1(g), however, this will not interfere with FCC regulation)

The process to be followed to obtain Board approval is described below

#### b. Application for Approval

Submit a written application for approval to the chairperson of the appropriate committee. Applications for additions or alterations to the exterior of a unit are to be submitted to the Chairperson of the Architectural Review Committee. Applications for additions or alterations to landscaping are to be submitted to the Chairperson of the Landscaping Committee.

Application forms can be downloaded from the Association website or obtained from the chairperson of the appropriate committee. Committee chairpersons and members are shown on the Brandon Woods Organization Structure chart contained in the Brandon Woods Directory and available on the Association website.

The application should accurately and completely describe the planned addition or alteration. The purpose and the materials to be used are to be described. If an addition or expansion is involved, the location and dimensions must be accurately shown and/or described.

#### c. Review of Application

The appropriate committee will review the application. The committee may request additional information or suggest changes. If the application clearly does not conform to the requirements specified in sections III and IV of the Rules and Regulations they may inform the owner that the committee will recommend to the Board that it be rejected. The committee will also coordinate the review and evaluation with other committees of the Association as necessary to ensure a thorough evaluation and full consideration of the interests of the applicant and the other unit owners.

#### d. Board Actions

The appropriate committee will submit its comments and recommendation to the Board, including any changes or conditions which the committee considers to be necessary to merit approval. The Board may make any additional investigation or request additional information as it deems necessary to reach a decision. The Board may approve an application, approve it with changes, or reject it. After the Board decision, the application with the decision will be returned to the appropriate committee chairperson, who will submit the application and decision to the Property Manager. All Board decisions will be communicated to the unit owner in writing by the Property Manager with a copy to the appropriate committee chairperson. The communication to the unit owner will include the reasons for any changes to the application required by the Board or for the rejection of the application. In the matter of changes or rejection, the Board is open to discussion and will consider alternatives proposed by the unit owner.

The Board or its representatives may inspect the work in process and/or the completed addition or alteration as deemed necessary to verify compliance with the approved and accepted application and acceptable workmanship and quality of materials. Board representatives may include the Property Manager, members of the appropriate committee(s), and/or a contractor to the Association.

If it is determined that the addition or alteration was not in accordance with the approved application or that applicable Rules and Regulations were not complied with; e.g., removal of sprinkler heads and

irrigation piping from the area of an addition or alteration, the Board will require that the actions necessary to bring the addition or alteration into compliance be accomplished. As with all other elements of the addition or alteration, this will be at the unit owner's expense.

## SECTION IV

### ARCHITECTURAL STANDARDS AND MAINTENANCE GUIDELINES

The primary purpose of this section is to set forth to the Unit Owners of Brandon Woods the objectives, scope and application of exterior architectural standards and maintenance guidelines intended to preserve and maintain the architectural integrity, aesthetic appearance and quality of the Brandon Woods community.

This section enumerates specific standards and guidelines, which have been adopted by the BOD. It also explains the responsibilities of the unit owner for any exterior maintenance, modifications or changes to their homes or lots, which are subject to approval by the Association. This section will serve as a valuable reference source and will assist Unit Owners in preparing acceptable applications for review by the Brandon Woods Architectural Review Committee. All Unit Owners are encouraged to familiarize themselves with its contents and to retain this information for future use.

### BASIS FOR AND OBJECTIVES OF PROTECTIVE COVENANTS

The Declaration and Bylaws for the Association contain covenants and restrictions, including those pertaining to exterior design standards. These covenants and restrictions run with the title to each unit and are binding upon all initial unit owners and their successors in ownership.

The primary purpose of architectural and design controls are to maintain environmental and architectural standards for the entire community. The promulgation and enforcement of such standards is intended to achieve the following objectives:

1. *Maintain consistency with the overall design concept for the community.*
2. *Promote harmonious architectural and environmental design qualities and feature and*
3. *Promote and enhance the visual and aesthetic appearance of the community.*

**EXHIBIT 1 at the end of this document provides a quick reference for all Brandon Woods Condominium Association unit owners as to:**

- **Unit owner maintenance responsibility**
- **APPROVED exterior materials, paint colors, and possible sources**
- **A listing of contractor options –this list is provided as a resource only and the listing of a business does not constitute an endorsement by the Association**

***Any specific concerns should be addressed to the BOD for Brandon Woods Condominium Association.***

The Architectural Review Committee shall be responsible for reviewing unit owner applications for exterior modifications or alterations and making recommendations to the BOD for their approval (or disapproval). The Architectural Standards and Maintenance Guidelines, promulgated by the Association's BOD, shall govern the process.

As part of its responsibilities, the Architectural Review Committee will make recommendations to the BOD with respect to subsequent modifications of the Architectural Standards and Maintenance Guidelines initially approved by the Board. The Architectural Review Committee will also be responsible for reviewing possible violations of the Association's Architectural Standards and Maintenance Guidelines.

**Essentially, all changes, permanent or temporary, to the exterior appearance of a unit or lot are subject to review and approval by the BOD. Approval is also required when an existing item is to be removed.**

*See the Brandon Woods Condominium Association web site or manager for an Architectural Review Committee Application Form.*

If there is any doubt as to whether or not an exterior change is exempt from design review and approval, before proceeding with the change, Unit Owners should obtain guidance from the Architectural Review Committee and the BOD.

### **ARCHITECTURAL STANDARDS AND MAINTENANCE GUIDELINES**

The BOD has adopted the specific Architectural Standards and Maintenance Guidelines which are discussed below alphabetically and detailed in **Exhibit 1**.

ALL replacements and repairs must be of the same style, size, color, quality and appearance as that which existed.

A parenthesis ( ) at the end of each discussion indicates an item number in **Exhibit 1** when applicable

#### **AIR CONDITIONING UNITS/HEAT PUMPS**

The installation of window or wall air conditioning units or fans will NOT be permitted. Application and approval are not required to replace an air conditioning or heat pump compressor unit in the original location. Compressor installation in another location is not permitted.

#### **ATTIC VENTILATORS**

Attic ventilators and turbines must be mounted on the rear side of the roof ridgeline so as to minimize their visibility. These are to be painted black. (7)

#### **AWNINGS/PERGOLAS/COVERED DECKS/SCREENED OR ENCLOSED PORCHES**

Awnings, pergolas, covered decks and screened or enclosed porches are NOT permitted. Given the close proximity of homes and decks to each other and the concern about general maintenance and appearance over time, these additions will deviate from the existing architectural integrity and balance and change the aesthetic quality of the community.

#### **BRICKWORK**

Any repairs must be replaced with original style and color brick. (19)

#### **CONCRETE DRIVEWAYS/SIDEWALKS**

Driveways and sidewalks must be repaired or replaced using exposed aggregate – color to match the existing exposed aggregate. (23)

#### **CRAWL SPACE DOORS**

Replacement doors are available through brick suppliers. They must be painted white using Hi-Hiding White (Flat). ICI is the paint manufacturer. (18)

## **DECKS & PATIOS**

Applications for prior approval of all deck replacements and /or expansions must be submitted to the Architectural Review Committee for review and subsequent submission to the BOD. No replacements or expansions will be made without BOD approval. Unit Owners are advised to consider the following: (2)

Decks are an extension of the house, which can impact its exterior appearance and may affect the privacy of adjoining homes. Drawings submitted with the application do not need to be professionally done, but they must be to scale and show dimensions. Refer to the checklist for other information to be submitted with an application for a deck.

The following factors will be considered in the review of applications:

1. Location – Decks and patios should be located in the same area as originally constructed. The privacy of adjacent homes will be considered in evaluating the expansion of decks.
2. Scale and Style – Decks and patios, particularly elevated decks, must be of a scale which is compatible with the home to which attached, adjacent homes and the environmental surroundings.
3. Materials - Decks must be constructed of high quality pressure-treated wood or ProCell (composite) which remains stable in exterior applications. Vinyl railings are available from Mid-Atlantic Vinyl Products. (2)
4. Color - Wood decks, railings, steps, band boards, and wood lattice must be stained with Olympic Maximum Semi-Transparent Stain 704 Redwood at least once every three years. (1)
5. Under Deck Screening (Latticework) - Elevated decks have an under deck area which can have a negative visual impact. Lattice screening for the under deck area must be used. Such lattice must be white (for composite decks) or stained (same color as wood decks). Lattice is available at all home supply stores.
6. Landscaping - Landscaping around decks, porches, and patios is encouraged to soften corners, screen latticework, and improve or limit views from adjacent units.
7. Privacy Screens/Walls - Privacy screens are NOT permitted.

## **DOORS**

Front Doors must be traditional 6 panel style and made of Fiberglass or Steel. They may or may not have sidelights. Therma Tru is the preferred brand. Deck doors are also Therma Tru. Sliders may also be requested. Any change needs Architectural Review Committee review and BOD approval. All deck doors need 7/8” grilles to match window.

All doors must be painted to match the original colors. (14)

## **EXTERIOR LIGHTING**

Lighting which is part of the original structure may not be altered without submission of an application for approval to the Architectural Review Committee and approval by the BOD. Proposed replacement or additional fixtures must be compatible in style and scale with the applicant's house. (4)



Light poles must be replaced with original models. It is recommended that poles be set into a PVC sleeve to prevent more rapid corrosion. Replacement for photocell sensors is an Association responsibility. Unit Owners are to contact the Property Manager to arrange for replacement. The Unit Owner is responsible for replacing light bulbs.

No exterior lighting shall be directed outside of the applicant's property. Proposed additional lighting will not be approved if it will result in an adverse visual impact to adjoining neighbors due to location, wattage or other features. Patio or sidewalk lighting is NOT permitted.

### **EXTERIOR PAINTING**

The Association provides exterior painting. Color schemes for all homes must remain as originally provided by the Developer. Doors and shutters will remain as originally installed. (9, 10, 11, 14) As exterior paint ages, color shading is also subject to change. Accordingly, any exterior repair may require the paint to be tinted to match the actual shade of the existing paint, or it may be necessary to paint the entire affected elevation to achieve a uniform appearance, subject to final inspection.

### **FOUNDATION VENTS**

As needed, replace foundation vents with those of the original color. Do not paint. (20)

### **FRONT PORCH RAILINGS**

All wood front porch railing will be repaired or replaced with vinyl railings by the Association. Once replaced, the Unit Owner is responsible for future repairs. (5)

### **GARAGE DOORS**

Garage doors are 16 panel, fiberglass. They are prefinished white doors –not to be painted. (17)

### **GUTTERS AND DOWNSPOUTS**

All gutters and downspouts, including replacements, must conform in color (prefinished white) and design to those currently installed in Brandon Woods. They may be either open or leafguard gutters. Any addition of new gutters or downspouts, or a change in location of an original gutter or downspout requires submittal of an application for approval to the Architectural Review Committee and approval by the BOD. Gutters and downspouts must be located in a manner that does not result in drainage onto neighboring properties. Splash blocks must be aggregate concrete or other suitable material as approved by the BOD. (3)

### **LANDSCAPING**

**The following modifications require the approval of the BOD: See BRANDON WOODS CONDOMINIUM ASSOCIATION WEBSITE FOR APPLICATION FORM (S). Applications for approval are to be submitted to the Chairperson of the Landscape Committee.**

1. Any new installation or expansion of beds around the perimeter of the house foundation (and deck, patio, etc) and perimeter of the rear of the lot. Any irrigation heads that are affected must be moved at the Unit Owners' expense, prior to the work being done.
2. The installation of individual trees or shrubs on the lot, provided that such plantings at maturity are in scale with the home and lot and are not intrusive to adjacent properties.
3. Approval is required for any shrubs or trees, which are intended to form a hedge or natural screen, which will be more than three feet in height. Landscape screening to define private space or block undesirable views must be approved by the BOD. However, the Landscape Committee and the BOD will consider any adverse impacts on adjoining lots, including the

disruption of sight lines for adjoining properties. Landscape screening is NOT permitted on street elevations.

4. Any proposed improvement, which is of such a scale or type as to be potentially inconsistent with the design features of the home, adjacent homes, and the surrounding area, is NOT permitted.
5. The use of gravel, rock, or other decorative materials for landscaping or any other purpose on Unit Owner property must be approved by the BOD in order to ensure safety during mowing and edging operations and to assure aesthetic consistency within the community. Applications for approval are to be submitted to the Chairperson of the Landscape Committee.
6. Rain Collection Barrels are NOT permitted on street or front elevations. Barrel color must be black, dark brown or dark green and must be screened with shrubbery. (22)

#### **MAILBOX AND POST**

Replacement mailboxes and posts must be the same as the original. Unit Owners are responsible for maintaining individual mailboxes and posts. (25)

#### **PATIOS**

All patios require BOD approval. Patios must be located in rear yards. Any drainage requirements, which might result from the construction of a patio, must be reflected in the plans presented for approval and remedied prior to patio construction. Unit Owners must have any affected irrigation heads moved at their expense, prior to work being done. (24)

#### **POWER WASHING**

All siding and trim will be power washed by a contractor provided by the Association on a 4-year cycle. This will insure the paint warranty remains valid.

Any additional power washing (at the Unit Owners' expense) performed by the Unit Owner or other than an Association approved contractor could invalidate the paint warranty and result in additional expense to the Unit Owner. (12)

#### **ROOFING**

All repairs are made at Unit Owners' expense. Significant replacement or patching (greater than six shingles) must have the entire affected section, defined as the area within adjacent ridge lines, replaced for consistency of color and appearance. All replacements must be with current approved roofing shingles. (6)

#### **SIDING**

Repairs / replacement and associated painting of repairs/replacements will be at the Unit Owners' expense. Beaded Hardie Plank must be the product used. (10)

#### **SKYLIGHTS / SOLATUBES**

Skylights must be located such that they are not visible from the front of the dwelling unit or a street. Skylights are not permitted on the front side of the roof ridgeline. Skylights which are constructed flush with the roofline are preferred. (21)

#### **SOLAR COLLECTION DEVICES**

A "solar collection device" is defined as any device for the sole purpose of facilitating the collection and use of solar energy, including passive heating panels, building components, solar photovoltaic equipment and the like for producing heat and / or power.

Solar collection devices are prohibited on the common elements of Brandon Woods.

Solar collection devices proposed for installation on a Unit owner's property must satisfy certain restrictions as to the size, place and manner of placement and/or installation on the property, and must follow the existing Application for Change process, outlined in **Section III, subsection 4 ( Review and Approval of Additions and Alterations )**. Any proposed installation, which, because of its size, place and manner of placement and/or installation on the property, is of such a scale, placement or type as to be potentially inconsistent with the design features of the home, adjacent homes, the surrounding area, and the Brandon Woods Community as a whole will not be permitted.

### **STORM/SCREEN DOORS**

Only full view, clear glass storm doors, defined as doors where the glass covers at least 80 percent of the door surface are permitted. Door color must match the trim color on the home or the unit entry door. (16)

### **TRIM**

Repairs of deteriorated ABTCO trim have been accomplished with a 10-year warranty provided by Louisiana Pacific. All trim will be painted with Benjamin Moore Aura White Semi Gloss # 632 for Lots 76 – 98 and Glidden Fortis 350 Hi-Hiding White for all others until repainted during scheduled paint cycle. (11)

### **WALKWAYS AND DRIVEWAYS**

Approval is required for a change in an existing walkway or the construction of a new walkway. Materials to be used must be compatible with existing materials in the community – aggregate concrete. Changes to driveways are not permitted. Unit Owners are responsible for maintenance of walkways and driveways unless in Common Areas. (23)

### **WINDOWS**

Approval is required to add new windows in walls. Windows must match the existing house windows. The size, style and color of the window trim and frame must match that of the other windows as closely as possible. All trim details must be duplicated. The color of the window frame and trim must match (white) the existing windows. All windows need to be vinyl clad on the exterior. Window grilles installed in original windows must be retained or, if damaged or missing replaced with comparable grilles. (13)

## **SECTION V**

### **PARKING AND VEHICLE RESTRICTIONS**

1. Common Element parking spaces are for the use of residents and their guests. Nonresidents who are not guests of Unit Owners are not permitted to park overnight in parking areas within the Condominium. Contractors may not park overnight without the approval of the BOD or its designated agent (Property Manager). The use of common parking areas for long term or extended parking/storage, for more than 30 days, is prohibited.

2. The use of externally visible car covers is prohibited.

3. Except for a reasonable amount of time for loading, unloading, cleaning and repair, RV's, trailers, commercial trucks and boats, whether owned by a Unit Owner/Tenant and/or guest, are not

permitted on the Condominium. However, owners' boats and trailers may be parked in the Unit Owners' garage (provided the garage door can be fully closed).

4. Except for emergency repairs and maintenance performed in the garage, no Unit Owner or guest/visitor will repair or restore any vehicle upon any portion of the Condominium. No junk or derelict vehicles or other vehicles on which current license plates or inspection stickers are not displayed shall be kept upon any portion of the Condominium unless they are stored in the garage

5. Complaints regarding the parking of vehicles should be directed to the Property Manager or to the BOD.

6. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or the violating condition corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

7. 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.

## **SECTION VI**

### **PET GUIDELINES**

1. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of orderly domestic pets is permitted subject to the Rules and Regulations adopted by the BOD. Any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium upon ten (10) days' written notice from the BOD. Pets shall not be permitted upon the Common Elements unless accompanied by a person and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Condominium and each Unit 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.

2. All pets shall be licensed and inoculated as required by law.

3. All dogs are to be leashed when outside the dwelling of the Unit home.

4. Owners are responsible for cleanup after their pets.

5. Loud and/or continuous barking or crying constitutes a nuisance and will be handled as described in paragraph 1 above.

6. Pets are not to be chained or tied to any Common Element feature or outside any Unit home.

## SECTION VII

### DUE PROCESS

1. **Violation of Governing Documents.** Courtesy and cooperation among residents are a 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 Property Manager to request assistance. The complaint filed with the Property Manager 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.**

(1) Noncompliance with the Governing Documents noted by a resident, a Unit Owner, or by a county employee acting in an official capacity is to be reporting in writing to the Property Manager. The report shall specify the time, date, place and nature of the violation.

(2) Upon receipt of such report, the Property Manager shall inform the BOD and attempt to secure compliance by sending notice to the Unit Owner and, if applicable, the resident involved, stating the time, date, place and nature of violation to be corrected and notice that noncompliance or repetition of such violation may result in imposition of sanctions, charges and/or legal-action after notice and hearings by the Board. A record of this action, copies of all notices and 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.**

(1) The formal procedures set forth below shall be initiated when the informal procedures set forth in subsection a., above, have been exhausted and such violation was not corrected within the time period specified in the notice sent by the Property Manager. The formal Complaint or Notice of Violation shall, in writing, 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 applicable and possible, specify the times, dates, places and persons involved, along with a description of the informal attempts to resolve the complaint.

(2) Every Unit Owner accused of a violation shall receive a Notice of Violation from the BOD of the Association or the Property Manager acting on behalf of the BOD. Before any disciplinary action is taken against a Unit Owner receiving a Notice of Violation, the Unit Owner shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be mailed by regular mail and certified mail, return receipt requested, to the Unit Owner at the address of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Governing Documents 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 Owners' family members, tenants, guests, or other invitees are responsible. The amount of any charges assessed by the Board shall be up to Fifty Dollars (\$50.00) per occurrence or Ten Dollars (\$10.00) per day up to 90 days for any offense of a continuing nature and shall be treated as a special assessment against the Unit Owners' Unit. If after 90 days the offense is not rectified, other remedies may be imposed. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

2. **Interpretive Rulings.** Rulings of the BOD may serve to (a) clarify the intent of provisions of the Governing Documents; (b) decide on the consistency of any such provisions with the other provisions of the Condominium Act or the Governing Documents; 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 BOD for an interpretive ruling by filing a written petition directed to the BOD.

b. **Decisions.** Within 45 days of receipt of the petition, the BOD 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. **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 of any of the Rules or the Governing Documents by another Association member.

UPLOADED  
4/9/2021