

BRIARWOOD PARK CONDOMINIUMS ASSOCIATION, INC.
RULES AND REGULATIONS
(Adopted: June 1, 2017)

1. Authority: Article III, section 10, paragraph (g): of the Bylaws of Briarwood Park Condominiums Association, Inc.

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

2. Purpose:

In order to preserve the quality and integrity of the Condominium, the following protective covenants are established for the mutual benefit of all Unit Owners:

3. General Use:

- a. No Unit Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private, single-family residence for the Unit Owner's immediate family, lessees, servants or guests.
- b. No Immoral, improper, offensive or unlawful use shall be made of any Unit or any part of the Common Elements.
- c. Except for the right of ingress and egress, the unit Owner shall use the Common Elements only as may be allowed by the Association or expressly provided for herein
- d. Playground: Playground is restricted to use between the hours of Dawn to Dusk.
- e. Gazebo: Gazebo is restricted to use between the hours of Dawn to Dusk.
- f. The Common Areas are to be kept free of all personal property, e.g. toys, grills, bicycles, tools, equipment, etc. No personal property may be stored on common areas.
- g. No Unit Owner shall do or keep or permit anything to be done or kept, in the house or other structure or portion of any Unit or in the Common elements, which will increase the rate of insurance on the Condominium, result in cancellation of insurance on any Unit or on any part of the Condominium, or be in violation of any law without the prior consent of the Association.

4. Nuisance

- a. No nuisances shall be allowed in or upon any Unit or the common Elements, nor shall any use or practice be allowed which interferes with the peaceful occupancy and use of any Unit or the Common Elements by the Unit Owners. This includes noise nuisances.

5. Pets:

- a. Pets are allowed in Briarwood Park Condominium provided that they shall not be a nuisance or disturb other residents. Actions which constitute a nuisance include but

are not limited to: persistent or loud crying, barking, crowing, scratching, unhygienic offensiveness, disturbing others residents' personal property.

- b. Any inconvenience (including noise), damage, unpleasantness caused by pets shall be the responsibility of the owner and may result in the Board of Directors directing the owner to remove the pet from the property.
- c. Dogs shall be kept on a leash at all times.
- d. In an instance of nuisance and if necessary other pets may be requested to be kept on a leash.
- e. Owners shall immediately remove all feces deposited on any unit property or anywhere in the common area.
- f. Pets (domestic or non-domestic) are not to exceed two per unit without the prior written consent of the Board of Directors.

6. Parking and Vehicles: *(The road Briar Lane is a common element)*

- a. There shall be no obstruction of the Common elements. Nothing shall be stored on the Common Elements without the prior consent of the Association.
- b. Vehicles parked in Briarwood Park Condominium must be operable. For the purpose of interpretation operable shall mean, valid state issue tags, and inspection, inflated wheels and the ability to operate on Virginia Highways and Roads.
- c. No trucks, campers, vans, mobile homes, trailers, boat trailers, or recreational vehicles of any kind shall be allowed to be parked upon any portion of the Common Elements.
- d. Any vehicle parked so as to block the flow of traffic or restrict the movement of another vehicle, in any way, will be subject to towing, at the owner's expense without notice. *For clarification of this rule no vehicle shall have more than 2 wheels on the road when not in operation.*
- e. Any vehicle that is in violation of these rules and regulations will be subject to towing without notice, at the owner's expense.
- f. No vehicle repair, other than emergency maintenances requiring less than 24 hours to complete is permitted in Briarwood Park Condominium Association.
- g. Owners, family, tenants, and guests shall not cause or permit the blowing of any horn from any vehicle, except for safe operation of the vehicle.
- h. The speed limit in the community on Briar Lane shall not exceed 15 MPH

7. Unit Maintenance, Unit Alterations, Landscaping:

- a. Each resident shall keep the units he or she occupies in a good state of preservation, repair, and cleanliness, including power-washing and shall not sweep or throw dirt, debris, cigarette butts, or any other trash on any property or on the common area.
- b. All lawns and shrubbery must be kept trimmed.
- c. No alteration may be made to unit exteriors without the prior written permission of the Architectural Committee. "Exteriors" includes the main unit, deck, patio, storage areas and fencing.

- d. Requests for changes to unit exteriors must be submitted in writing, along with a drawing, where applicable, and submitted to the architectural Committee. The committee will respond in writing within 30 days of the request.

8. Leasing:

- a. Units may be rented by the Unit Owner only if the Unit is occupied by the lessee and his immediate family, servants and guests, and only if the minimum term of any such rental and occupancy shall be six (6) months.
- b. Leases must Contain Covenant to Abide. If a Unit Owner should lease a Unit or Units, the lease must be in writing and contain a covenant on the part of the lessees to abide by all provisions of the Declaration and its exhibits and any rules and regulations and any amendments thereto which may subsequently be promulgated by the Association.
- c. Owners renting shall provide tenants with a copy of these Rules. Any owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions herein and provided that the following are in compliance
- d. The lease agreement between owner and lessee shall be evidenced in writing and made available to the Board of Directors upon request.
- e. A completed copy of the Unit information form with Tenant and Owner information is provided to the Board of Directors (or Management Company) within 7 days of an executed lease.

9. Operation of Business, etc.:

- a. Any home-based business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism or otherwise shall be conducted, in accordance with local county ordinance.

10. Trash:

- a. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere upon the Common elements. Cans may be placed at the end of the driveway no earlier than 6am the day before your scheduled service date and must be removed no later than 6pm the day after your scheduled service date.

11. Signs:

- a. No permanent signs of any kind shall be placed in windows or on doors or other exterior surfaces without prior written approval of the Board of Directors.
- b. Real estate signs may not be placed in any common area without prior written permission of the Board of Directors. Real estate signs shall be removed within seven (7) days following the closing of a sale or signing of a lease.

12. Enforcement:

The Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Board of Directors shall provide due process against any Unit Owner for violation of these Rules and Regulation for which the Owner or his family members, tenants, guests or other invitees are responsible as follows:

- 1st Written Notice: Request for compliance 14 days
- 2nd Written Notice: violation notice 7 days
- 3rd Written Notice: Matter will be referred to the Association Attorney

The majority of the Directors of the Briarwood Park Condominium Association, Inc. (*The "Association"*), hereby consent to the adoption of these Rules and Regulations pursuant to Article III, section 10, paragraph (g): of the Bylaws of Briarwood Park Condominiums Association, Inc.

BE IT FURTHER RESOLVED, that the Secretary of the corporation is hereby directed to file these rules and regulations among the records of the corporation.

BE IT FURTHER RESOLVED foregoing be deemed effective **July 15, 2017**.

UPLOADED
11/30/2020