
River Bluffs Condominium Association, Inc.

May 5, 2023

MEMORANDUM

TO: All Unit Owners

FROM: J. Kevin Burch, CMCA
Association Manager

SUBJECT: Revised Rules & Regulations

Enclosed are the revised Rules & Regulations, including an updated Owner Matrix. The changes were made to address some inconsistencies with your Declaration and Bylaws, as well as to add a couple of new rules to address issues not contemplated before.

If you have any questions, please email kburch@unitedpropertyassociates.com, or call 757-645-4171.

UPLOADED
5/17/2023

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RIVER BLUFFS



CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Approved RB Board of Directors
March 13, 2002
Revised: May 12, 2008
Revised: Nov 20, 2022

River Bluffs Rules and Regulations

The following are the initial rules and regulations. These may be changed at any time by a majority vote of the Board of Directors of the River Bluffs Condominium Association. If a conflict arises between the rules and regulations and the governing documents, the governing documents prevail.

ARTICLE I - USE OF UNITS AFFECTING COMMON ELEMENTS

- Section 1.1 - Occupancy Restrictions
- Section 1.2 - No Commercial Use
- Section 1.3 - Access by Board of Directors and Secured Space
- Section 1.4 - Electrical Devices or Fixtures
- Section 1.5 - Decorative Displays at Units
- Section 1.6 - Painting Exteriors
- Section 1.7 - Cleanliness
- Section 1.8 - Moving In/Out
- Section 1.9 - Use of Elevators by Construction Personnel

ARTICLE II - USE OF COMMON ELEMENTS

- Section 2.1 - Obstructions
- Section 2.2 - Proper Use
- Section 2.4 - Appearance of Buildings

ARTICLE III - ACTIONS OF OWNERS AND OCCUPANTS

- Section 3.1 - Annoyances or Nuisance
- Section 3.2 - Compliance with Law
- Section 3.3 - Pets
- Section 3.4 - Indemnification for Actions of Others
- Section 3.5 - Employees of Management

ARTICLE IV - INSURANCE

- Section 4.1 - Increase in Rating
- Section 4.2 - Reports of Damage

ARTICLE V - RUBBISH AND RECYCLING

- Section 5.1 - Trash
- Section 5.2 - Recycling

ARTICLE VI - MOTOR VEHICLES

- Section 6.1 - Trucks, Trailers, and Commercial Vehicles
- Section 6.2 - Illegal Use of Reserved Spaces

ARTICLE VII - RIGHTS OF DECLARANT

ARTICLE VIII - ASSOCIATION/OWNER RESPONSIBILITY MATRIX

ARTICLE I
USE OF UNITS AFFECTING COMMON ELEMENTS

Section 1.1 - Occupancy Restrictions. No unit shall be used for other than residential purposes. A unit owner shall have the right to lease his Unit, however, except otherwise approved by the Board of Directors in its sole discretion, no lease by any Unit owner shall be for an initial term less than one (1) year and no sublease shall be for a term shorter than the remaining term (excluding renewals) of the underlying lease.

Section 1.2 - No Commercial Use. The Common Elements shall be used for only 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 as defined in the Declaration. Units may not be subjected to a time-share program pursuant to the Virginia Real Estate Time-Share Act.

Section 1.3 - Access by Board of Directors and Secured Space. The Board of Directors and the Association Manager or a designated agent will retain a pass key to all premises for use in emergency situations only. No unit owner will alter any lock or install a new lock on any door of any premises without Association permission. The unit owner is responsible for notifying the Association Manager of lost keys. If a lock needs to be re-keyed or replaced the Association Manager will contact the locksmith and bill the owner. The Board of Directors may prohibit or prescribe the location of heavy objects (such as, for example, safes and waterbeds).

Section 1.4 - Electrical Devices or Fixtures. No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors and adjustment of circuits. Misuse or abuse of appliances or fixtures within a unit which affects other units or the common elements is prohibited; any damage resulting from such misuse will be the responsibility of the unit owner in whose unit it will have been caused. Total electrical usage in any unit will not exceed the capacity of the circuits in the circuit breaker boxes.

Section 1.5 - Decorative Displays at Units. Unit owners will not cause or permit anything other than curtains and conventional window treatments to be hung, displayed, or exposed at or on the outside of the windows or outside the unit. Unit owners shall not place flowers/potted plants in exterior windows or in the common

ARTICLE III

ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous, or unsafe activity will be carried on in any unit, the common elements, or the limited common elements, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other unit owners or occupants. No unit owner or occupant will make or permit any disturbing noises by him/herself, his/her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other unit owners or occupants. No unit owner or occupant will play, or suffer to be played, any musical instrument, or operate or suffer to be operated, a phonograph, television set, or radio at such high volume or in such other manner that it will cause unreasonable disturbances to the other unit owners or occupants. If such sound can be heard and understood by persons of normal sensitivity within other units with doors and windows closed, and air handling systems on it will be considered too loud.

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Association. Unit owners will comply with and conform to all applicable laws and regulations of the United States and of the State of Virginia, and all ordinances, rules and regulations of the County of James City and will save the Association or other unit owners harmless from all fines, penalties, cost and prosecutions for the violation thereof or noncompliance therewith. Any use of the Property that constitutes waste will not be permitted.

Section 3.3 - Pets. No animals, birds or reptiles of any kind will be raised, bred or kept in the premises, except for: no more than two dogs or cats, domesticated birds in cages and fish in tanks, or other household pets approved by the Board of Directors. Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness or ill-temper, in particular, the American Staffordshire Terrier, known as a "Pit Bull Terrier", be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, be allowed in the premises. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the Property upon ten (10) day's written notice and hearing from the Board of Directors. In no event will any dog be permitted in any portion of the common elements unless carried or on a leash. Any droppings in

the common elements will be picked up by the owner and removed immediately to dumpsters or other trash disposal containers. The owner will compensate any person hurt or bitten by any pet, and will hold the Association harmless from any claim resulting from any action of his pet whatsoever. Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

Section 3.4 - Indemnification for Actions of Others. Unit owners will hold the Association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.

Section 3.5 - Employees of Management. No unit owner will send any employee of the Management Company out of the Property on any private business of the unit owner, nor will any employee be used for the individual benefit of the unit owner, unless in the pursuit of the mutual benefit of all unit owners, or pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.6 – Use of Trickle Chargers in the Garages. Unit owners may employ trickle chargers in the garages, provided that the cords on the garage floor between the outlet and the vehicle is enclosed in a sloped rubber cord cover to mitigate any trip hazard. Owners who opt to use trickle charges operating off common power agree to pay the Association \$20.00 per month to compensate the Association for the additional cost of power associated with such unit Owner's use of such trickle chargers.

Section 3.7 – Temporary Garage Parking Spot Swapping. Assigned Limited Common Element garage space assignments are permanent. Unit owners may agree to allow other owners to use their spaces for free, for whatever length of time that the assigned owner chooses to allow. The assigning owner should inform the Association Manager of the arrangement.

ARTICLE IV INSURANCE

Section 4.1 - Increase in Rating. Nothing will be done or kept that will increase the rate of insurance of any buildings, or contents thereof, without the prior written

consent of the Board of Directors. No unit owner will permit anything to be done or kept in the Association which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Reports of Damage. Damage by fire or accident affecting the Association and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Association Manager or a member of the common interest community by any person having knowledge of the damage

ARTICLE V RUBBISH AND RECYCLING

Section 5.1 - Trash. No garbage, garbage cans or trash barrels will be placed outside the units, hallways, basement trash areas or in the trash chute area. Trash should be in plastic bags. Disposal of large items to be arranged through the Association office.

Section 5.2 - Recycling. All unit owners are responsible for placing recyclables in appropriate containers and placing them at designated pick-up locations. Containers shall be placed and removed from designated pick-up locations by the owner during the day of service.

ARTICLE VI MOTOR VEHICLES

Section 6.1 - Trucks, Trailers and Commercial Vehicles. The following types of vehicles are prohibited in the parking areas or drives, except for temporary loading or unloading: commercial vehicles (carrying a sign advertising a business); trucks, vans, and vehicles having a capacity of over one (1) ton; trailers of any kind; and vehicles with more than four (4) single-tired wheels; boats of any kind. Construction equipment used in the actual repair, construction or maintenance of the Property will not be so restricted during use.

Section 6.2 - Illegal Use of Reserved Spaces. In the event any person other than a designated unit owner or its invitee parks a car in a unit Owner's reserved space, the affected unit/space owner (or his tenant as designated to the Association in writing) may complain to the Board of Directors or Association Manager in writing, describing the date, time, license number and description of the offending vehicle. The Association may have the vehicle towed away as a trespasser.

ARTICLE VII
ASSOCIATION/OWNER RESPONSIBILITY MATRIX

The following matrix serves only as a guide to the maintenance responsibilities. If any items are in conflict with the recorded Declaration and Bylaws, the recorded documents shall prevail.

area hallways. Live plants: no hanging baskets from ceilings, walls or railings will be allowed; potted plants below railing height will be allowed; and no more than three plants to exceed 6 ft at mature height may be placed on the balcony/verandah floor. Unit owners are responsible eliminating any potential water runoff as a direct result of watering plants, and repairing any damage or discoloration.

Section 1.6 - Painting Exteriors. Owners will not paint, stain, or otherwise change the colors, of any exterior portion of any building, including but not limited to verandahs.

Section 1.7 - Cleanliness. Each unit owner will keep his in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors, or conditions constituting a danger or nuisance to the common elements or the other units. No rags or mops may be shaken or hung from or on any of the windows, doors, or verandahs.

Section 1.8 - Moving In/Out. Prior to move in/out, the unit owner must contact the Association Manager to obtain the elevator wall blankets and conduct an inspection of the unit for condition. Upon completion the owner will return blankets and conduct a walk-through of the unit with the Association Manager to ascertain any damage. Any damage is the responsibility of the unit Owner.

Section 1.9 - Use of Elevators by Construction Personnel. Contractor usage of elevators shall be limited to essential use only. Prior to usage, the unit Owner must contact the Association Manager to obtain the elevator wall blankets and conduct an inspection of the unit for condition. Upon completion, the unit Owner will return blankets and conduct a walk-through of the unit with the Association Manager to ascertain any damage or need for general clean-up. Any damage or clean-up is the responsibility of the Owner.

ARTICLE II USE OF COMMON ELEMENTS

Section 2.1 - Obstructions. There will be no obstruction of the common elements (i.e., bicycles, boxes), nor will anything be stored outside of the units (i.e., doormats, decorative items) or upon any of the common elements (except in those limited common elements or other areas, if any, designated for storage by the Board of Directors) without the approval of the Board of Directors.

Section 2.2 - Proper Use. Common elements will be used for the purposes for which they were designed. No person will commit waste on the common elements or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the common elements that interferes with or limits the enjoyment of the common elements by all others. Common elements such as building storerooms, basement mechanical rooms, fixtures and appliances in hallways and garages are for use by the Association Manager, employees, contractors or CA approved activities for the benefit of the condominium. Individual unit Owners may not appropriate a common element storeroom, fixture or appliance for their own purpose.

Section 2.3 - Appearance of Building. No clothes, sheets, blankets, laundry, or any other kind of articles will be hung out of a building, exposed or placed on the outside walls or doors of a building or on trees. No sign, awning, canopy, shutter, or any part thereof will be affixed to or placed upon the exterior wall, doors, roof, or any other part thereof or exposed on or at any window.

Section 2.4 – Verandah Use – Propane gas grills may be used on river-side verandahs; they should be kept at least six (6) feet away from walls when in use. No natural gas line from the unit may be run to the veranda for any purpose.** No open flame items, such as flame tables, fire pits or charcoal grills, are permitted. Hot tubs, small pools or large water features with running water are not permitted. No backup generators of any type are permitted on verandahs, as they produce poisonous gases that could sicken or kill residents and pets of surrounding units. Bird feeders attract insects and rodents and are likewise not permitted. Unit Owners should contact the Association Manager if they have any questions about what types of items are allowed.

** One unit has a ‘grandfathered’ line that was installed when River Bluffs was still under construction by Busch Properties.

Section 2.4.1- Verandah Decorum – A majority of units have one or more units below them. Activities such as watering plants, sweeping, or plant maintenance should be contained on your verandah. When washing or power washing your verandah, neighbors in units below you should be advised in advance. If anything other than water is used for cleaning, approval for such alternate substance must be obtained from the Association Manager, and it must not kill the plants below or stain the outside of the building.

River Bluffs Condominium Association - Owner Matrix

revised 04-06-2023

ITEM	ASSOCIATION	OWNER	COMMENTS
Air Conditioner		X	Association may contract maintenance at owners expense
Animal Removal			
Chimney (Fireplace)	common area walls	within unit	
Doors Exterior-Unit/Verandah/HVAC		X	
	Flue/Liner		
	Frame	X	
	Knobs/Lock/Hardware/Numbers	X	
	Exterior Surface	X	Assoc.- paint cycle only, other times Assoc paints at owner's expense
	Interior Surface	X	
	Threshold	X	
	Damage	X	Assoc repairs/replace at owners expense
	Repairs	X	
Doors Interior			
Electrical			
	Bulbs-unit/verandah/storage/HVAC Closet	X	
	Circuit Breakers	X	
	Fixtures, outlets, switches- unit	X	
	Fixtures, outlets, switches- verandah/storage	X	Assoc repairs/replace at owners expense
Elevators			
Hallways/Stairs			
Fire Alarms			
Floors- unit			
	Coverings	X	
	Slab		
Garage/Assigned Parking			
	Floor Striping	X	
	Ceiling	X	
	Lights	X	
	Cleanliness/Damage	X	Assoc repairs/replace at owners expense
HVAC, Hot Water Heater, Furnace & Flue		X	
Insect Infestation			
Plumbing			
	Leaks- unit fixtures	X	
	Pipes- From water meter to Unit	X	Water meter belongs to Association
Security Cameras			
	Garage & Building Entrance Unit	X	
Smoke/CO2 Detectors			
	Unit	X	

Sprinkler System	Exterior/Common Areas	X		
	Pipes- From water meter to Unit	X		
	Heads- Common areas	X		
Storage Room- Garage	Heads- Unit/Storage/Verandah		X	
	Walls	X		
	Ceilings	X		
	Floors- unit	X		
	Doors	X		See doors above
	Electrical	X		See electrical above
	Repairs	X		
	Damage	X		Assoc repairs/replace at owners expense
Storage Room- Verandah				
	Walls		X	
	Ceilings		X	
	Floors- unit		X	
	Doors		X	See doors above
	Electrical		X	See electrical above
	Repairs	X		
	Damage		X	Assoc repairs/replace at owners expense
Television/Telephone Cable				
Trash Chutes		X		
Vents/Ducts- Unit			X	
Verandah	Light, fans, outlet, fixtures, water bib & switches		X	Assoc repairs/replace at owners expense
	Bulbs		X	Type and wattage as determined by the Association
	Floor covering		X	Owner responsible for maintenance, repair & replacement
	Windows & Doors		X	
	Walls	X		Assoc.- paint cycle only, other times Assoc paints at owner's expense
	Ceiling	X		Assoc.- paint cycle only, other times Assoc paints at owner's expense
	Railing	X		Assoc.- paint cycle only, other times Assoc paints at owner's expense
	Snow Removal		X	
	Repairs	X		
	Damage		X	Assoc repairs/replace at owners expense
Windows- Unit				
	Frame & sill		X	
	Glass/Sash		X	
	Hardware		X	
***This matrix serves only as a guide to the maintenance responsibilities.				
If any items are in conflict with the recorded Covenants and Bylaws the recorded documents shall prevail.				