

TOWNEHOMES OF SKIPWITH, INC.  
RULES AND REGULATIONS  
(Updated: August, 2016)

1. Authority: Article III, section 2 of the Bylaws of Townehomes of Skipwith, Inc.

*The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Properties; provided however, such rules and regulation shall not be in conflict with applicable law, the Declaration, the Articles of Incorporation or these Bylaws.*

2. Monthly Assessments:

- a. Whether paid monthly or quarterly, dues are payable on the 1<sup>st</sup> and late by the 30<sup>th</sup> of each month.
- b. There is a \$50.00 fee charged for checks returned "unpaid" regardless of reason. The managing agent will not redeposit returned checks.
- c. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

3. Parking and Vehicles:

- a. Each townhouse unit is assigned two (2) numbered parking spaces for use by the residents of that unit.
- b. Not more than two (2) assigned parking spaces are to be used by the residents of one townhouse at any time. No space allocated to another unit may be used without explicit permission. In the instance of an absent resident written permission is required.
- c. Visitors may not use spaces other than those allocated to the unit they are visiting, each townhouse resident has the responsibility of controlling the parking of his or her visitors and informing them of these regulations.
- d. Parking in Townehomes of Skipwith is restricted to personal autos and motorcycles within the private residential parking areas, including vans and lightweight trucks (3/4 ton or less and under 20 feet in length) provided they are licensed as privately owned vehicles. Parking in all cases is limited to one vehicle per parking space.
- e. Any vehicle parking in violation of these rules and regulations will be subject to towing without notice, at the owner's expense.
- f. 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.
- g. If the residents of a townhouse unit have more than two cars, arrangements must be made to park additional cars off Townehomes of Skipwith Property. The visitor's space will not be used by residents to accommodate additional cars that they or their relatives or their friends may own.
- h. Inoperable, abandoned or junked vehicles are prohibited from parking in any Townehomes of Skipwith area. This includes vehicles without current license plates,

county stickers, state inspection stickers, vehicles with flat tires, wheels missing, extensive damage or any other external sign of inoperable condition and/or any vehicles for which no owner can be found. If any such vehicle is parked in Townhomes of Skipwith, a notice will be affixed to its windshield and reported to the proper authorities. If the condition is not then rectified within 5 days, the vehicle will be towed, without further notice, by the association, at the owner's expense.

- i. No vehicle repair, other than emergency maintenances requiring less than 24 hours to complete is permitted in any Townhomes of Skipwith parking area.
- j. Boats, trailers, campers, and other miscellaneous recreational vehicles are prohibited from parking in Townhomes of Skipwith.
- k. As there are no recreational areas in Townhomes of Skipwith, for the safety of all residents, especially children, there will be no skateboards or roller blades. Bicyclist will follow all traffic rules and will not ride bicycles on the sidewalk.
- l. Dirt bikes or similar vehicles are not permitted in any area of Townhomes of Skipwith.
- m. 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.

4. 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, and shall not sweep or throw dirt, debris, cigarette butts, or any other trash on any property or on the common area.
- b. Draperies, curtains, or venetian blinds must be installed by each resident on all windows of the unit he or she occupies, and must be maintained at all times.
- c. The association provides maintenance and repair to the units and the common area in accordance with the Declaration of covenants, Article IV, section 2. Unit owners are responsible for maintenance and repair of the following:
  - 1. Door knobs and door knockers
  - 2. Screens
  - 3. Heat pumps
  - 4. Glass surfaces
  - 5. Storm doors
  - 6. Chimney Cap
  - 7. Hand rails
  - 8. Plantings on individual property (see also 4H)
  - 9. Any other unit maintenance not otherwise covered in the Declaration.
  - 10. All shrubbery must be kept trimmed. Bushes and plantings by the front fence shall not be allowed to grow above the height of the front fence. All mulch beds must be free of weeds.

Where disagreement arises regarding maintenance responsibility, the Declaration of Covenants is the authority.

- d. 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.

- e. Requests for changes to unit exteriors must be submitted in writing, along with a drawing, where applicable, and submitted to the architectural Committee, in accordance with the DECLARATION (article V). The committee will respond in writing, with a copy for the President's files, within 30 days of the request.
- f. No antenna, solar panel, awning, gutters, downspouts, or any other external fixture may be installed without written approval from the Architectural Committee.
- g. Landscaping and plantings in the Common Area are under the control of the Board of Directors.
- h. Owners shall request, in writing, permission to move or add any permanent type of planting on individual lots. Alterations, such as borders, must be requested in writing under the same guidelines as 4.d and 4.e.

5. Storage Areas:

Laundry, clothing, rugs, towels, or other items shall not be hung behind any townhouse. Temporary clotheslines, clothes racks, or other devices are not permitted. Front porches and mulched areas are not to be used for storing trash, automotive equipment, cleaning supplies, tools, bicycles, large toys, or like objects. No discarded furniture or rugs will be permitted.

6. Pets:

- a. Pets are allowed in Townhomes of Skipwith 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, scratching, unhygienic offensiveness, disturbing others residents' personal property. Any inconvenience, damage, unpleasantness caused by pets shall be the responsibility of the owner and may result in directing the owner to remove the pet from the property.
- b. Dogs shall be kept on a leash at all times. Other pets shall be on a leash or under the owner's supervision at all times. Owners shall remove all feces deposited on any unit property or anywhere in the common area. No pet shall be kept, or penned, outside.
- c. Pets are not to exceed two per unit without the prior written consent of the Board of Directors.

7. Solicitation:

No solicitation, without the homeowners' Board of Directors prearranged permission, is permitted at Townhomes of Skipwith. Evangelism is not permitted.

8. Operation of Business, etc.:

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 city ordinance. Parking related to the business shall be confined to the parking spaces allotted to the owner of said business.

9. Trash:

Trash and recycling container shall be placed in a closed container within the fenced area in front of the townhouse.

10. Signs:

- a. No permanent signs of any kind shall be placed in windows or on doors or other exterior surfaces or common areas 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.

11. Noise:

No owner, occupant or visitor shall create any disturbing noise that violates the City of Williamsburg noise ordinance (Section 12-72, Section 12-73)

12. Common Area:

These 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.

13. Yard/Sidewalk:

Garage sales must have prior permission of the Board of Directors. Individuals attending the garage sale are not to park within the common area.

14. General:

No improper, or offensive, or unlawful activity shall be carried on in any unit or on the common area, nor shall anything be done which may be or become an annoyance or nuisance to other residents.

15. Enforcement:

The Association, or any Owner, 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.

Complaints may be made, in writing, by contacting the managing agent. Any complaint will be handled discreetly and in a manner in which identity of the complainant will not be disclosed.

Enforce will be in accordance with the following procedure:

- 1<sup>st</sup> Written Warning: Request for compliance
- 2<sup>nd</sup> Written Warning: Official violation notice
- 3<sup>rd</sup> Written Warning: Matter will be referred to the Association Attorney

Additionally, all relevant sections of the VIRGINIA PROPERTY OWNERS ASSOCIATION ACT (Va. Code 55-508-516.1) shall apply to enforcement of the Townhomes of Skipwith Association Rules and Regulations.

16. Leasing:

Owners renting or selling their units shall provide new owners or 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

- a. The lease agreement between owner and lessee shall be evidenced in writing and made available upon request.
- b. The lease shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and all other documents of the Association.
- c. 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.

Additional copies may be obtained from the management company. Owners are reminded that they are also under the legal jurisdiction of the City of Williamsburg and the Commonwealth of Virginia.

17. Information:

Additional digital copies only may be obtained from the management company. Owners are reminded that they are also under the legal jurisdiction of the City of Williamsburg and the Commonwealth of Virginia.

The undersigned, being a majority of the Directors of the Townehomes at Skipwith Owners Association, Inc. (*The "Association"*), hereby consent to the adoption of these Rules and Regulations pursuant to Article III, section 2 of the Bylaws of Townehomes of Skipwith, 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 26, 2016**.

DIRECTOR'S PRINTED NAME	DIRECTOR'S SIGNATURE	DATE
<u>Emily Williams</u>		<u>8/26/16</u>
<u>CHARLES M. WHITTEN</u>	<u>Charles M. Whitten</u>	<u>8/26/16</u>
<u>TINA MILLS</u>		<u>8/26/16</u>
<u>Jack W. Lee</u>	<u>Jack W. Lee</u>	<u>8/29/16</u>
_____	_____	_____
_____	_____	_____

UPLOADED  
11/30/2020