

Rules and Regulations
Villages at Candle Station Residential Association

VILLAGES AT CANDLE STATION RESIDENTIAL ASSOCIATION

Rules and Regulations

Revised August 8, 2016

Section 1: Introduction

1.1 Authority:

The Board of Directors for the Villages at Candle Station Residential Association has adopted these Rules and Regulations pursuant to the authority set forth in Article VI Section 6.14 of the Declaration of Covenants, Conditions, and Restrictions which empowers the Board of Directors to adopt, amend, and repeal rules and regulations restricting the use and enjoyment of the Property or of any portion thereof. Copies of the rules and regulations shall be furnished by the Neighborhood Association to each Owner upon request. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner.

1.2 Exclusion of the Declarant and Designees of the Declarant

Pursuant to Article VI Section 6.16 of the Declaration of Covenants, Conditions, and Restrictions, the rules and regulations shall not apply to any otherwise lawful act or omission by the Declarant or his Designees.

Section 2: Use of Property

2.1 Animals:

(a) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The number of ordinary household pets, excluding caged animals and birds, and those maintained in an aquarium or terrarium, shall not exceed three (3) per Lot.

(b) Any pet deemed by the Board to be causing or creating a nuisance, unreasonable disturbance, or noise on an ongoing basis or threatening to the safety of any person(s) lawfully on or occupying the Properties shall be subject to permanent removal from the Properties upon written notice from the Board.

(c) All pets must be leashed while outside of dwellings in Villages at Candle Station. Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Property.

(d) All pets shall meet the requirements of local ordinances regarding licensing and inoculation.

(e) Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify, defend, and hold the Association and each 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 Properties.

2.2 Antennae/Satellite Dishes:

(a) No antennae or satellite dish in excess of one meter in diameter shall be installed on any building exterior without written permission from the Environmental Review Committee. An Application for Architectural Change must be submitted before permission for installation is granted. Permitted antennae or satellite dishes shall not be located in the front yard of any Lot unless no other location on the lot will receive an adequate signal.

(b) No Owner, resident, or lessee shall install wiring for electrical or telephone installation, machines, or air conditioning units, etc. on the exterior of any building or structure or in a way that causes the same to protrude through the walls or the roof of any building or structure except as authorized in writing by the Environmental Review Committee.

2.3 Clothes Drying Equipment:

No clothes lines or other clothes drying apparatus shall be permitted outside a Property. No exterior portion of a Property shall be used for the drying or hanging of laundry or the airing of clothes or other items.

2.4 Fences:

All fences are subject to approval by the Environmental Review Committee. Plans and specifications showing the nature, kind, shape, height, materials, and location must be submitted in writing to the Environmental Review Committee for approval before work commences. Chain link fences are not allowed, unless installed by Declarant or its assigns. The finished side of fence pickets shall face the outside of the lot.

2.5 Flags and Flagpoles:

(a) Owners may display up to one (1) flag per lot provided it is bracket mounted on the front of the dwelling and the bracket/pole assembly is not more than 6 ft. in length. No flag shall be greater in size than three (3) feet by five (5) feet. The following flags may be displayed:

- 1) The United States of America
- 2) The Commonwealth of Virginia

- 3) Any active branch of the US Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard) or a military valor or service award of the United States
- 4) Seasonal or decorative flags

(b) No other flag may be flown without prior Board approval acting its sole and absolute discretion. The Board reserves the right to approve flag locations, sizes, and types.

(c) Flags may not be hung from windows, gutters, railings, or fences nor may they be displayed from rooftops. In addition no flag may be placed within any dwelling so as to cover a door or window in whole or in part. Freestanding flags of any type are not allowed with the exception of one 91) party/garden flag permitted in or alongside the Lot's front landscaped bed.

(d) Only flags that are in good condition may be flown. The Board may require the removal of any flag it finds that does not meet the requirements as stated above or that is torn, frayed, tattered, stained, faded, or otherwise damaged.

2.6 Garage Doors:

Owners shall keep garage doors in clean and good repair. When replacing an existing garage door the improvement must match the original door system's style and color unless approved by the Environmental Review Committee.

2.7 Grills:

Grills may not be used or stored on balconies. All grilling must be done on ground level and on the concrete patio or driveway. No grills may be used in streets, sidewalks, or common areas except as may be allowed in common recreational areas.

2.8 Landscaping:

Landscaping may not be installed without written permission from the Environmental Review Committee. An Application for Architectural Change must be submitted before permission for installation is granted. Plants shall be kept in pots and maintained by the owner. Failure by the owner to maintain the plants shall be cause for removal of the plants without warning.

2.9 Leasing:

The respective Lots shall not be rented by the Owners thereof for a term of less than one year. Every tenancy must be evidenced by a written lease which expressly obligates the tenant to abide by the Governing Documents and which expressly acknowledges the right of the Association to enforce the provisions of the Governing Documents against the tenant. Each Owner shall furnish the Association a copy of any lease in effect for his or her Lot.

2.10 Noxious or Offensive Activity:

No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the Neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

2.11 Parking and Vehicle Restrictions:

(a) Except as otherwise provided in the governing documents, no commercial vehicles, tractors, mobile homes, buses, recreational vehicles (including, but not limited to, campers, boats, all-terrain vehicles, etc.), or trailers shall be parked on any street or Lot unless they are stored in a garage. Inoperable or unlicensed vehicles may not be kept on any Lot or they will be towed at the owner's expense.

(b) Vehicles may not be parked in any of the alleys between townhome buildings. Parking is allowed on the side of the main streets in front of the townhome buildings.

2.12 Play Equipment:

All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, sand boxes, picnic tables, baby strollers, and similar items shall be stored so as not to be visible from the street or sidewalks when not in use.

2.13 Residential Use:

Except as otherwise provided herein and in the Governing documents, Units shall be used exclusively for single family residential purposes.

2.14 Sale of Lots:

Virginia law requires sellers of residential property to make certain disclosures to their purchasers. Upon an Owner's request, the Association will provide a disclosure packet as required by the Virginia Property Owners Act. The Association charges a fee as allowed by the Virginia Property Owners Act for providing the disclosure packet and reserves the right to increase or decrease the fee as permitted by the Act.

2.15 Signs:

No sign of any kind shall be displayed to the public view on any Lot except one temporary sign no larger than six square feet for the purpose of advertising any Lot for sale and the subdivision signs installed by the Declarant or the Builder at the entrances to the Property.

2.16 Solicitation:

(a) All door-to-door commercial solicitation is prohibited. Placement of materials under or on dwelling doors and/or any mailbox is prohibited without the prior written permission of the Board. Violations should be promptly reported to the Association. This Rule applies to members and their families within the Association.

(b) Printed advertisements affixed to the cluster mailboxes are prohibited.

2.17 Trash:

All Lots must be kept in a clean and tidy condition with no trash or debris allowed to accumulate. Trash must be kept in a covered container that is stored in the garage, or, if the unit does not have a garage, in the driveway against the back of the unit. Trash cans may be set out from 7:00 pm the day before to 7:00 pm the day of scheduled trash collection.

2.18 Water Features:

No swimming pools shall be placed or constructed on any Lot unless the sides of such pool extend less than two (2) feet above ground level. Any pool so constructed must be in the rear yard only. Fish ponds, fountains, and other similar water features may be placed or constructed in the rear yard only. Pools, in addition to other structures or improvements to Lots, are subject to approval by the Environmental Review Committee.

Section 3: Recreational Area

3.1 Allowed Use:

The Association's playground, picnic shelter, and recreational area are reserved for the use of Association Members and their guests. Guests must be accompanied by an Association Member during use of these facilities. Members are responsible for the conduct of their children and guests and informing them of the rules.

3.2 Banned Items:

(a) No alcoholic beverages or intoxicants are allowed within the recreational area, playground, or picnic shelter at any time.

(b) Smoking and tobacco use are not permitted in the recreational area.

(c) No glass containers or breakable objects may be used outside of the picnic shelter.

(d) The use of profanity or other vulgar language and other unsportsmanlike conduct is strictly prohibited within the recreational area.

(e) Weapons are not permitted in the recreational area.

3.3 Hours of Use:

The recreational area is open every day from 8:00 am until sunset.

3.4 Litter:

All litter must be removed and properly disposed of.

3.5 Pets:

Pets are allowed within the recreational area as long as they are carried and/or leashed. Pet waste must be immediately picked up and disposed of. Owners are responsible for their pet's actions and damages. Pets are not allowed in the playground area.

3.6 Picnic Shelter:

Use of the picnic shelter is on a first come, first serve basis. No signs or decorations may be affixed with nails, staples, or in any other manner that shall penetrate the wood or any other part of the shelter. All trash and personal items must be removed upon departure.

3.7 Play Equipment:

Equipment provided by the Association must remain in the recreational area at all times. The equipment must be used as designed and may not be intentionally damaged or defaced.

UPLOADED
5/4/2021