

**Rules and Regulations**  
**Weatherly at White Hall Condominium Association Inc.**

UPLOADED  
5/5/2022

*Weatherly at White Hall*

**CONDOMINIUM ASSOCIATION**

**REVISED  
RULES AND REGULATIONS**

**Adopted August 18, 2009**

# RULES AND REGULATIONS

## Table of Contents

Section I Introduction.....	4
Section 1.1. Authority .....	4
Section 1.2. Governing Documents .....	4
Section 1.3. Definitions.....	4
Section II Use of Property.....	5
Section 2.1. Animals .....	5
Section 2.2. Antennas/Satellite Dishes .....	6
Section 2.3. Association Property .....	6
Section 2.4. Casualty .....	6
Section 2.5. Clothes Drying Equipment .....	6
Section 2.6. Commercial Use .....	6
Section 2.7. Emissions.....	6
Section 2.8. Fences .....	7
Section 2.9. Flags .....	7
Section 2.10. Garage and Yard Sales.....	7
Section 2.11. Grills.....	7
Section 2.12. Hazardous Uses: Waste .....	7
Section 2.13. Landscaping.....	7
Section 2.14. Lawful Use .....	8
Section 2.15. Leasing .....	8
Section 2.16. Lighting .....	8
Section 2.17. Maintenance .....	8
Section 2.18. Windows and Doors.....	8
Section 2.19. Moving .....	9
Section 2.20. Noise.....	9
Section 2.21. Nuisances .....	9
Section 2.22. Obstructions .....	9
Section 2.23. Owner Contact.....	9
Section 2.24. Right of Access.....	9
Section 2.25. Parking and Vehicular Restrictions .....	10
Section 2.26. Athletic Equipment .....	11
Section 2.27. Play Equipment, Strollers, Trampolines, Etc.....	11
Section 2.28. Porch Approved Items. ....	11
Section 2.29. Residential Use.....	11
Section 2.30. Sale of Lots .....	11
Section 2.31. Signs.....	12
Section 2.32. Solicitation.....	12
Section 2.33. Trash.....	12

Section III Recreation Areas: Playground .....	13
Section 3.1. Allowed Use .....	13
Section 3.2. Liability .....	13
Section 3.3. Pets .....	13
Section 3.4. Profanity .....	13
Section 3.5. Safety Considerations .....	13
Section 3.6. Smoking .....	13
Section 3.7. Time of Play .....	13
Section IV Complaint Resolution Procedures .....	14
Section 4.1. Informal Procedures for Violations .....	14
Section 4.2. Formal Procedures for Violations .....	14

## SECTION I INTRODUCTION

1.1. Authority. Section 5.8 (b) of the Bylaws for Weatherly at White Hall Condominium Association (the Bylaws) provides that the Rules and Regulations (the "Rules") of the Weatherly at White Hall Condominium Association (the "Association") may be promulgated and changed by the Board of Directors. Copies of the Rules & Regulations shall be furnished by the Board of Directors to each unit owner. Changes to the Rules and Regulations shall be conspicuously posted, or delivered to each Unit Owner prior to the time when the same shall become effective and copies thereof shall be furnished to each unit owner upon request.

1.2. Governing Documents. The Rules should be considered along with the Declaration, the Articles of Incorporation of the Association (the "Articles"), the Bylaws of the Association (the "Bylaws"), and any Architectural Guidelines adopted by the Board of Directors, from time to time. The foregoing documents 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.

1.3. Definitions. Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents. In all instances where the term "Common Area" or "Common Element" appears or is used throughout these Rules, that term shall be deemed to include all Common Area or Common Element located on the Property as those terms are defined in the Association's Governing Documents. In addition, the singular of the term "Common Area" or "Common Element" shall in all cases include the plural, unless otherwise distinguished in the particular Rule.

## SECTION II USE OF PROPERTY.

### 2.1. Animals.

(a) The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited in any Unit or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted; provided, however, that such pets are not kept or maintained for commercial purposes. Dogs known for their aggressive nature are not permitted within the Association.

(b) Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis after the Owner of the pet has received notice from the Board regarding such disturbance shall be subject to permanent removal from the Properties within ten (10) days after receipt of a written notice from the Board.

(c) Any pet which threatens the safety of any person(s) lawfully on or occupying the Properties, shall be permanently removed from the properties without ten (10) days written notice from the Board if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board shall provide such notice as is reasonable under the circumstances.

(d) The number of ordinary domestic pets, excluding caged animals and birds and those maintained in an aquarium or terrarium, shall not exceed two per Unit.

(e) When outdoors, pets shall be attended by a responsible person who can control the pet; pets shall not be left unattended. Pets shall not be permitted on the streets or Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. No pet may be leashed to any stationary object on the Common Elements or Limited Common Elements. Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Property.

(d) Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify 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.

(e) All pets shall be registered with James City County and inoculated as required by law. All pets must be registered with the Association using the Weatherly at White Hall pet registration form. See Attached.

2.2. Antennas/Satellite Dishes.

(a) No antennas shall be permitted.

(b) No satellite dish in excess of one meter in diameter shall be permitted anywhere on the Condominium without the permission of the Board of Directors. No satellite dish of one meter or less in diameter may be placed, installed or erected on any portion of the Common Elements or Limited Common Elements without the express written consent of the Board of Directors, including any portion of Common Element or Limited Common Element airspace.

2.3. Association Property. The Common Elements shall be used in accordance with the Rules and Regulations established for such use as set forth. No Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board and then only on a temporary basis.

2.4. Casualty. Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a Unit or other improvement located within the Association is damaged or destroyed due to the negligence of a Unit Owner or their guest(s), the Unit Owner shall restore the site either (i) by repairing or reconstructing such Unit or improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Such work must be commenced promptly after the date of casualty and substantially completed no later than four (4) months after the date of casualty; provided, however, that any unsafe structure must be immediately secured and fenced in accordance with City & County ordinances.

2.5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted outside a Unit. No exterior portion of a Unit or any portion of the Common Element or Limited Common Element shall be used for the drying or hanging of laundry or the airing of clothes or other items.

2.6. Commercial Use. No Unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose without the prior approval of the Board of Directors.

2.7. Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney, dryer vent or outdoor cooking equipment emissions and no production, storage or discharge of Hazardous Materials on the Property or discharges of liquid, solid wastes or other environmental contaminants into the ground, any body of water or into any storm drain.

2.8. Fences. Fencing will be installed by the Declarant. All other fencing must be approved by the Board of Directors prior to installation.

2.9. Flags. Flags may not be mounted or displayed on the Common Elements or Limited Common Elements without Board of Director approval. Requests must detail the type of flag, size of the flag, and description of proposed mounting.

2.10. Garage or Yard Sales. No sales of personal property may be conducted on Common Elements or Limited Common Elements.

2.11. Grills. No gas or barbeque grills may be used or stored within the Unit or upon Common Elements or Limited Common Elements, with the exception of electric grills.

2.12. Hazardous Uses: Waste. Nothing shall be done or kept in the Unit or on or around Common and Limited Common Elements which will increase the rate of insurance applicable for permitted uses for other Units, the Common or Limited 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 on the Premises which will result in the cancellation of any insurance on any Unit, the Common and/or Limited Common Elements, or any part thereof of 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 within the Association at any time. Each 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 waste 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, the Common and/or Limited Common Elements or any portion of the Premises, or transport to or from any portion of the Premises any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Common Elements.

2.13. Landscaping: Unit Owners shall not remove plantings of any kind on Common Elements without prior approval of the Board of Directors. Unit Owners shall not plant shrubs, trees or plants of any kind in the Common Elements or Limited Common Elements without prior approval of the Board of Directors. Pavement, paving stones, edging and curbing material are not permitted without the prior approval of the Board of Directors.



2.14. Lawful Use. No improper, offensive or unlawful use shall be made of the Common Elements, Limited Common Elements, or any part thereof, and all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction shall be observed and complied with by and at the expense of the Unit Owner or Condominium Unit Owners Association, whichever shall have the obligation for the upkeep of such portion of the Property.

2.15. Leasing. No dwelling located within the Association shall be used or occupied for transient or hotel purposes or in any event leased for the initial term of less than twelve (12) months. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. No Owner shall lease a Unit other than on a written form of lease: (i) requiring the lessee to comply with the condominium instruments and Rules and Regulations; (ii) providing that failure to comply constitutes a default under the lease, and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days prior written notice to the Unit Owner, in the event of a default by the lessee in the performance lease. The Board of Directors may suggest or require a standard form lease or lease addendum for use by the Unit Owners. Each unit owner of a condominium unit shall, promptly following the execution of any lease of a condominium unit, forward a conformed copy thereof to the Board of Directors.

2.16. Lighting. Unit Owners are responsible for the maintenance of exterior door lights including replacement of light bulbs as needed.

2.17. Maintenance. Each Owner shall keep all Units owned and all Improvements thereon in good order and repair and free of debris in a manner and with such frequency as is acceptable to the Association and consistent with a first quality development. In the event an Owner shall fail to maintain his Unit and the Improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board shall have the right to enter upon such Unit to correct such failure. All costs related to such correction shall become a special assessment upon such Unit and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for in the Governing Documents and laws of the Commonwealth for non-payment.

2.18. Windows and Doors.

(a) Any decorations, wreaths, stickers, etc. placed on the doors or windows to the Unit must be pre-approved by the Board of Directors. Professional security monitoring stickers no larger than 4"x4" may be placed on the bottom corner of one front window per unit.

(b) All window treatments must show white or off-white in color to the exterior. Only proper window treatments shall be allowed. No sheets, shower curtains, blankets, towels, etc, over the windows or doors are permitted. Exterior doors may not be painted or altered without written consent by the Board of Directors.

(c) Window screens are to be maintained and consistently in place. Screens shall be repaired or replaced as needed at the owner's expense.

2.19. Moving. Move-ins and move-outs should be conducted between the hours of 7:00 AM and 9:00 PM.

2.20. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere within the Association, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Properties. Unit Owners and Residents shall honor the quiet hours within their Units between the hours of 10:00 p.m. and 7 a.m.

2.21. Nuisances. No nuisance shall be permitted to exist on any Common Element or Limited Common Element. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Common Element or Limited Common Element, or on any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Unit Owner shall refrain from any act or use of his or her Unit which could reasonably cause embarrassment, discomfort, or annoyance to other Unit Owners or residents.

2.22. Obstructions. No person shall obstruct any of the Common Elements or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except with the proper written approval of the Board.

2.23. Owner Contact. All Unit Owners must provide the Association with the name, address and phone number(s) of each occupant(s) of the Unit and of persons to be notified in emergencies.

2.24. Right of Access. Each unit owner shall provide a working copy of all Unit keys to the Association. If a unit owner fails to provide a current working copy of a unit's key and forced entry is deemed necessary, all costs of entry will be placed on the unit owner. Reasons for access are outlined in Bylaws Section 5.9.

2.25. Parking and Vehicular Restrictions.

(a) Parking in the Properties shall be restricted to private automobiles, passenger vans, and small (3/4 ton or less) pickup trucks. Parking is allowed at all times only within the lined parking spaces designed and/or designated for parking. All vehicles must be parked so as not to impede traffic or damage vegetation. Any vehicle found to be in violation of this Section or any other Section of the Governing Documents may be towed at the Owner's expense in accordance with Rule 2.22(e) below.

(b) No junk or derelict vehicle(s) or other vehicle not displaying current registration plates and current City/County and state permits shall be within the Association, nor shall any Unit Owner, resident or guest conduct repairs (except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the Association. No vehicles parked within the Association may display a "For Sale" sign.

(c) No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any type, recreation vehicles (which includes, but is not limited to, trail bikes, all-terrain vehicles and non-licensed motorcycles), boats, or commercial vans shall be parked or stored within the Association. "Commercial vehicles" are vehicles which are not used for customary, personal/family purposes. The absence of commercial lettering or graphics on a vehicle shall not be determinative of whether it is a commercial vehicle. The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services. Service vehicles for repairs and/or construction may park within the Properties between 7:00 AM and 8:00 PM except in the case of emergencies.

(d) A speed limit of 15 MPH should be observed within the parking areas and Association streets unless otherwise posted. All directional signs on the property must be adhered to.

(e) Subject to applicable laws, ordinances, and the Governing Documents, any commercial or private vehicle, camper, recreational vehicle, motorcycle, trailer or house trailer, or boat, hereinafter ("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, mailbox access or causing an emergency situation, it will be subject to towing without notice; and

(ii) if the vehicle is parked within the Association and is in violation of any other of the provisions of the Governing Documents, 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 or five (5) business days after a certified letter is mailed to the Owner.

The Association shall not be liable to the Unit Owner, resident or guest of the towed vehicle for trespass, damage, and 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 or mailed, neither its removal, nor failure of the Unit 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.

(f) Owners must have prior written consent of the Board of Directors if parking more than one vehicle in the common area parking spaces.

2.26. Athletic Equipment. No permanent baseball cages, basketball hoops or backboards shall be permitted within the Association. Free standing, portable athletic equipment will not be allowed without the prior written consent of the Board of Directors.

2.27. Play Equipment, Strollers, Trampolines, Etc. 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 Common Elements or Limited Common Elements when not in use. When not in use, wading pools should be emptied so as not to cause a drainage or mosquito problem. Permanent swing sets, play forts, trampolines, and similar playground equipment are not allowed.

2.28. Porch Approved Items. Patio and outdoor living furniture, **ELECTRIC** grills and potted plants may be placed on the porch without approval from the Board of Directors. These items may not be left on the grass areas except while in use. Additional items will need Board of Director approval to be stored on Unit porches or on Limited Common Elements.

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

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

2.31. Signs. Except for such signs as may be posted by the Declarant, or its assignees, for promotional or marketing purposes, and with the exception of one "For Sale" sign only to be displayed in the front of the Unit with a maximum size of two by three (2' x 3'), no signs of any character, including "For Rent" or "For Lease" signs, shall be erected, posted or displayed upon, in front or about any Unit, Common Element, or Limited Common Element without the prior written approval of the Board of Directors.

2.32. Solicitation.

(a) All door-to-door commercial solicitation is prohibited. Placement of materials under or on dwelling doors and/or on 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.

2.33. Trash. All garbage and trash stored on the Properties shall be kept in covered containers and stored on the back porch or on the gravel area near the HVAC unit from 7:00 p.m. the day before and until 7:00 p.m. the day of scheduled trash collection. Trash containers shall not be kept in front yards and should not encroach on the building setback lines or be visible from any roadway. Containers are not permitted to be stored on the grass. No burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials, garbage, or trash of any other kind shall be permitted within the Association.

**SECTION III  
RECREATION AREAS:  
PLAYGROUND**

3.1. Allowed Use. The Association's playground is reserved for the use of Association Members and their guests. Guests must be accompanied by an Association Member during use of these facilities. Bicycles, roller skates, rollerblades, skateboards, and similar recreation devices, are not permitted on the playground. Failure to comply with the Rules outlined herein or as may be posted at the playground shall be considered sufficient cause for the temporary or long-term loss of privileges to use the playground.

3.2. Liability. All persons using the playground do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with the use of the playground and any associated equipment or for any loss or damage to personal property. Persons using the playground agree not to hold the Association liable for any actions of any kind whatsoever occurring in the playground area. Members will be responsible for the actions of their children and their guests.

3.3. Pets. No pets are allowed within the playground area.

3.4. Profanity. The use of profanity or other vulgar language and other unsportsmanlike conduct on the playground is strictly prohibited. Violation of this provision may result in the suspension of privileges.

3.5. Safety Considerations.

(a) Glass containers, breakable objects, food or drink are not permitted on the playground, with the exception of water and other non-alcoholic beverages contained in non-breakable containers.

(b) No alcoholic beverages or intoxicants will be allowed at the playground at any time.

(c) All refuse must be placed in containers provided for this purpose. Members are urged to assist in keeping the playground area clean.

3.6. Smoking. No smoking is allowed anywhere in the playground area.

3.7. Time of Play. The playground will be open every day from 8:00 AM to sunset.

## SECTION IV COMPLAINT RESOLUTION PROCEDURES

4.1. Informal Procedures for Violations of the Governing Documents. Courtesy and cooperation among residents are a must for condominium living. When complaints involve your neighbors, it is most often best if you simply discuss the problem with them. Should the complaint remain unresolved or if you feel uncomfortable talking to your neighbor, please contact the Association Manager to request assistance. The complaint filed with the Association Manager should be in writing and should document the problem as thoroughly as possible. The Association Manager may, but is not required to, attempt to resolve the problem informally. Final recourse is available through the Board of Directors and/or any Committee appointed by the Board for such issues.

4.2. Formal Procedures for Violations of the Governing Documents.

(a) The Board of Directors, on behalf of the Association, formally adopted Section 55-79 of the Code of Virginia, 1950, as amended (Condominium Act), as the same may be amended from time to time, and expressly reserves the right to suspend privileges and assess charges in accordance with Section 55-79.80:2 and with these Rules and Regulations.

(b) When a violation of the Declaration, Bylaws, Architectural Guidelines and/or Rules and Regulations ("Governing Documents") is either observed or reported to the Board of Directors or the Association's Manager, the Unit Owner will be issued a written warning or "cease and desist" letter upon notice of the violation. This notice will state the nature of the violation, the action required to abate or cure the violation, a reasonable time to cure the violation and the Board's authority to impose sanctions for failure to abate or correct the violation, after an opportunity to be heard.

(c) In the event the Owner cures or abates the violation within the time frame stated in the written warning, the Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the noticed violation and may schedule a due process hearing without further written warnings as provided in this Rule 4.2.

(d) If the violation is not cured within the time frame set forth in the written warning, notice that a due process hearing has been scheduled will be issued. The hearing notice will contain the time, date and location of the due process hearing and identify the official body to preside over the hearing.

(e) Notice of the due process hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Unit Owner at the Unit address as well as any

alternate address upon the books and records of the Association and shall be delivered as may otherwise be required for notices of meetings of the Association. The Unit Owner shall be advised that an attorney may be present to represent the Unit Owner at the due process hearing.

(e) The due process hearing shall be conducted by a quorum of Members of the Board of Directors.

(f) Failure of a Unit Owner to attend the scheduled due process hearing shall not waive the Board's right to continue to hold the due process hearing and the Board shall have the authority to charge the Unit Owner for an occurrence or continuing occurrence of the noticed violation.

(g) If the Board finds the Unit Owner to be in violation, charges may be assessed in an amount not to exceed fifty (\$50.00) dollars for a single offense or ten (\$10.00) dollars per day for up to 90 days for a violation of a continuing nature until the violation is cured. Such charge(s) shall be treated as a lien against said Unit Owner and shall have the same force and effect as if the charge was a part of the Common Expense attributable to such Unit Owner.

(h) The due process hearing result shall be mailed by registered or certified mail, return receipt requested, to the Unit Owner at the address of record with the Association within seven (7) days of the due process hearing.

(i) Any Unit Owner found to be in violation shall be responsible for all attorney's fees and court costs that may result in the enforcement of the Association's Declaration, Bylaws, Architectural Guidelines and Rules and Regulations, or any amendments thereof.



## **Resolutions & Policies**

**Weatherly at White Hall Condominium Association Inc.**

**RESOLUTION**  
**of the**  
**Board of Directors**  
**of**  
**Weatherly at White Hall Condominium Association, Inc.**  
**(Association Complaint Procedures)**

**WHEREAS**, the Code of Virginia, 1950, as amended (the "Virginia Code"), was amended by statute effective July 1, 2008, to create a Common Interest Community Board ("CIC Board") and the Office of the Common Interest Ombudsman ("CICO"); and

**WHEREAS**, Section 55-530.E states the CIC Board "shall establish by regulation a requirement that each association shall establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens"; and

**WHEREAS**, for the benefit and protection of the Association and of its individual Members, and with a goal of reducing and resolving conflicts among and/or between the Association and its Members, the Board of Directors hereby establishes these Association Complaint Procedures to meet the requirements of Sections 55-530.E and F of the Virginia Code and regulations of the Common Interest Community Ombudsman regarding Association Complaint Procedures effective July 1, 2012; and

**WHEREAS**, the Board of Directors will provide notice of this policy to all current Owners by mailing a copy of this Resolution to current Owners and to all future Owners by including the Resolution in resale certificates prepared pursuant to Virginia's Condominium Act and/or Property Owners' Association, as applicable; and

**WHEREAS**, this Resolution shall remain in full force and effect until amended by further resolution of the Board.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**NOW THEREFORE**, the Board of Directors of Weatherly at White Hall Condominium Association, Inc. does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. **Right to Submit Association Complaint.** When any Association Member ("Member" or "Complainant") observes or reasonably believes the Board of Directors ("Board"), the Association's Common Interest Community Manager ("Association Manager") or any individual Board Member has or is continuing to violate any provision of the Association's Declaration, Architectural Guidelines, Articles of Incorporation, Bylaws, and/or Rules and Regulations ("Governing Documents"), the Member shall have the right to acquire, complete and submit an Association Complaint Form.
  
2. **Association Complaint Form.**
  - a. The Association Complaint Form shall comport substantially with the Association Complaint Form attached to this Resolution as Exhibit A, or with any form required by regulation duly promulgated by Virginia's Common Interest Community Board ("CIC Board").
  
  - b. The Association Complaint Form shall be submitted to Weatherly at White Hall Condominium Association, Inc., c/o United Property Associates, 525 S. Independence Blvd., Suite 200, Virginia Beach, VA 23452. Telephone 757-497-5752, Facsimile 757-497-9133, Email [resolutions@unitedproperty.org](mailto:resolutions@unitedproperty.org). The Association Complaint may be submitted to the Association:
    - (i) By U.S. Mail, registered or certified, return receipt requested;
    - (ii) By hand delivery, *provided, however*, the method of hand delivery must provide a means to prove delivery;
    - (iii) By facsimile to the Association's Managing Agent; and/or
    - (iv) By email to the Association's Manager.
  
  - c. The Association Complaint Form must be submitted at least fourteen (14) days prior to the next scheduled regular Board Meeting to insure review at that meeting. If the Association Complaint Form is received less than fourteen (14) business days prior to the next scheduled regular Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.
  
3. **Association Complaint Receipt.**

- a. The Association shall provide written acknowledgment of receipt of the Association Complaint ("Association Complaint Receipt") to the Complainant within seven (7) days of receipt of the Association Complaint. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
- b. Notice of the date, time and location that the Association Complaint will be considered shall be included in the Association Complaint Receipt required by Association Complaint Provision 6 above. If such Notice is not included in the Association Complaint Receipt, such Notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. Such Notice shall be mailed within a reasonable time prior to review of the Association Complaint but shall be mailed not less than three (3) days prior to the date set for review of the Complaint.

4. Review of the Association Complaint.

- a. The Board shall review any Association Complaint Form received and shall, if necessary, consult with the Association's attorney and/or any other vendor or professional providing services to the Association to provide as complete a review as possible to arrive at its decision.
- b. The Board may, but shall not be required to, consult with the Member who submitted the Association Complaint Form to understand more fully the substance and/or basis of the Member's Complaint.
- c. In the event the Board determines the Association Complaint is incomplete or contains insufficient information to render a decision, the Board shall cause a written request for additional information that identifies with specificity the information needed to complete the Association Complaint to be sent to the Complainant at the address provided in the Association Complaint. Such written request shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.

5. Final Determination Letter. The Board shall render a written decision and/or

review of the Complaint ("Association Complaint Final Determination Letter" or "Final Determination Letter") to the Member within seven (7) days of the regular Board Meeting during which the Association Complaint was reviewed.

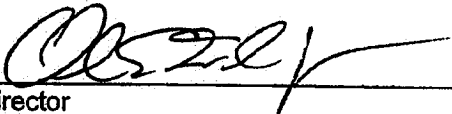
The Final Determination Letter shall:

- a. Be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
  - b. Be dated as of the date of issuance and include specific citations to applicable Association Governing Documents, laws or regulations that led to the Final Determination.
  - c. Include the Registration Number of the Association and the name and License Number of the Common Interest Community Association Manager.
  - d. Include the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman, along with the applicable contact information.
6. Appeal. The determination of the Board as reflected in the Final Determination Letter shall be the final decision of the Board. The Board has not adopted an appeal process and shall not hear an appeal of the Final Determination Letter.
7. Should any Member need assistance in understanding the Member's rights and the processes available to common interest community Members, the Member may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached at the Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, Virginia 23233. The CICO's current telephone number is (804) 367-8510. The CICO's current email address is [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov).
8. **Complainant's Rights Description required by Section 55-530-E.2 of the Code of Virginia, 1950, as amended**. In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (the "Board") of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation

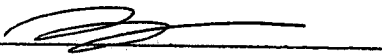
and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final adverse decision.

9. The Association Complaint Form, all attachments thereto and a copy of the Final Determination Letter ("Complaint File") shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager and the Lot Owner(s) who submitted the original Complaint Form, *provided, however*, the Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.
10. The Board shall amend and restate this Association Complaint Procedures Resolution each time the name, address, telephone number and email address of the Association's Manager changes to remain compliant with Section 55-530.E.2 of the Virginia Code.

**IN WITNESS WHEREOF** the Board of Directors of Weatherly at White Hall Condominium Association, Inc. has set their hands on this 28th day of September 2012.

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

**Weatherly at White Hall Condominium Association, Inc.  
ASSOCIATION COMPLAINT FORM**

This Form is available to all Association Owners as required by Section 55-530.E of the Code of Virginia, 1950, as amended ("Virginia Code"). Please complete and return this Form to the Association's Manager at least fourteen (14) days prior to the next scheduled regular Board of Directors Meeting to insure review at that Meeting. The Board will provide a written response to any submitted Association Complaint Form within seven (7) days of the Board Meeting during which the Complaint is reviewed.

Member Name (Printed): \_\_\_\_\_

Member Name (Signature): \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Please outline and/or address your specific complaint and attach to this Form. Please include copies of all applicable provisions of the Association's Declaration, Architectural Guidelines, Articles of Incorporation, Bylaws and/or Rules and Regulations to assist the Board in understanding your complaint. Please be sure to identify and/or attach the provisions of all specific provisions of the Virginia Code you believe may apply.

Forward the completed Association Complaint Form and all attachments to:

United Property Associates  
525 S. Independence Blvd. Suite 200  
Virginia Beach, VA 23452  
Telephone: (757)497-5752  
Facsimile: (757)497-9133  
Email: [resolutions@unitedproperty.org](mailto:resolutions@unitedproperty.org)

Your signature on this form acknowledges you have received and reviewed the Association's Complaint Procedures Resolution.

Should you need assistance in understanding your rights and the processes available to common interest community Members, you may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached:

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, Virginia 23233  
Telephone: (804) 367-8510 Email: [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)

=====

**This Block for Association Use Only:**

Date Complaint Received by the Association's Manager: \_\_\_\_\_

Printed Name of Association Manager who received Complaint:  
\_\_\_\_\_

Signature of Association Manager to certify Date Complaint Received:  
\_\_\_\_\_

Date Complaint Reviewed by the Board of Directors: \_\_\_\_\_

Date Final Determination Letter forwarded to Complainant: \_\_\_\_\_

Printed Name of Person who prepared Response:  
\_\_\_\_\_

Signature of Person who prepared Response:  
\_\_\_\_\_

Please attach a copy of the Response to this Association Complaint Form.

=====

**Complainant's Rights Description required by Section 55-530-E.2 of the Virginia Code**

In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (the "Board") of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final adverse decision.



**Weatherly at White Hall Condominium Association  
Amendment Resolution #1  
Parking of Multiple Vehicles**

WHEREAS, the Board of Directors of Weatherly at White Hall Condominium Association, Inc. is empowered to establish and amend rules and regulations, including but not limited to policies regulating standards and guidelines applying to all homeowners as pursuant to Section 5.8 (b) of the Bylaws; and

WHEREAS, the Board of Directors shall have the authority to amend the standards, hereby referred to as Rules and Regulations, pursuant to Section 5.8 (b) of the Bylaws, and

WHEREAS, there is no limitation on the scope of amendments to the Rules and Regulations, and such amendments shall be binding provided that in the event of a conflict between the policies and the Governing Documents, the Governing Documents shall control, and

WHEREAS, the Board of Directors assumes jurisdiction over policies relating to use of common space and sees it necessary to amend the Rules and Regulations to regulate parking of multiple vehicles; and

WHEREAS, the amended Rules and Regulations shall be binding to all Owners and occupants of the Properties and shall remain in effect until otherwise modified, amended, or repealed by the Board of Directors; and

NOW, THEREFORE BE IT RESOLVED, the Board of Directors hereto amends the Rules and Regulations, this 10<sup>th</sup> day of July, 2018, as attached Exhibit 'A' until amended or repealed; and

BE IT FURTHER RESOLVED, this resolution shall be sent to each Member at the address of record with the Association.

This amendment resolution was adopted by the Design Review Board of Directors on July 10, 2018 and shall be effective immediately. Approved by Unanimous Consent of Directors in Lieu of Meeting on July 10, 2018.

Weatherly at White Hall Condominium Association, Inc.

By: Rodney Overby  
Rodney Overby, President

## **Exhibit “A”**

In pursuance to the Weatherly at White Hall Bylaws Section 5.10, each unit has the exclusive use of one parking space. Residents may park up to two (2) vehicles in their assigned space and visitor spaces in front of the buildings. Residents with more than two (2) vehicles must park additional vehicles in the parallel parking spaces along Weathers Blvd.

## **Resolutions & Policies**

**Weatherly at White Hall Condominium Association Inc.**

**RESOLUTION**

**of the**

**Board of Directors**

**of**

**Weatherly at White Hall Condominium Association, Inc.**

**(Association Complaint Procedures)**

**WHEREAS**, the Code of Virginia, 1950, as amended (the "Virginia Code"), was amended by statute effective July 1, 2008, to create a Common Interest Community Board ("CIC Board") and the Office of the Common Interest Ombudsman ("CICO"); and

**WHEREAS**, Section 55-530.E states the CIC Board "shall establish by regulation a requirement that each association shall establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens"; and

**WHEREAS**, for the benefit and protection of the Association and of its individual Members, and with a goal of reducing and resolving conflicts among and/or between the Association and its Members, the Board of Directors hereby establishes these Association Complaint Procedures to meet the requirements of Sections 55-530.E and F of the Virginia Code and regulations of the Common Interest Community Ombudsman regarding Association Complaint Procedures effective July 1, 2012; and

**WHEREAS**, the Board of Directors will provide notice of this policy to all current Owners by mailing a copy of this Resolution to current Owners and to all future Owners by including the Resolution in resale certificates prepared pursuant to Virginia's Condominium Act and/or Property Owners' Association, as applicable; and

**WHEREAS**, this Resolution shall remain in full force and effect until amended by further resolution of the Board.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**NOW THEREFORE**, the Board of Directors of Weatherly at White Hall Condominium Association, Inc. does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. **Right to Submit Association Complaint.** When any Association Member ("Member" or "Complainant") observes or reasonably believes the Board of Directors ("Board"), the Association's Common Interest Community Manager ("Association Manager") or any individual Board Member has or is continuing to violate any provision of the Association's Declaration, Architectural Guidelines, Articles of Incorporation, Bylaws, and/or Rules and Regulations ("Governing Documents"), the Member shall have the right to acquire, complete and submit an Association Complaint Form.
  
2. **Association Complaint Form.**
  - a. The Association Complaint Form shall comport substantially with the Association Complaint Form attached to this Resolution as Exhibit A, or with any form required by regulation duly promulgated by Virginia's Common Interest Community Board ("CIC Board").
  
  - b. The Association Complaint Form shall be submitted to Weatherly at White Hall Condominium Association, Inc., c/o United Property Associates, 525 S. Independence Blvd., Suite 200, Virginia Beach, VA 23452. Telephone 757-497-5752, Facsimile 757-497-9133, Email [resolutions@unitedproperty.org](mailto:resolutions@unitedproperty.org). The Association Complaint may be submitted to the Association:
    - (i) By U.S. Mail, registered or certified, return receipt requested;
    - (ii) By hand delivery, *provided, however*, the method of hand delivery must provide a means to prove delivery;
    - (iii) By facsimile to the Association's Managing Agent; and/or
    - (iv) By email to the Association's Manager.
  
  - c. The Association Complaint Form must be submitted at least fourteen (14) days prior to the next scheduled regular Board Meeting to insure review at that meeting. If the Association Complaint Form is received less than fourteen (14) business days prior to the next scheduled regular Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.
  
3. **Association Complaint Receipt.**

- a. The Association shall provide written acknowledgment of receipt of the Association Complaint ("Association Complaint Receipt") to the Complainant within seven (7) days of receipt of the Association Complaint. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
- b. Notice of the date, time and location that the Association Complaint will be considered shall be included in the Association Complaint Receipt required by Association Complaint Provision 6 above. If such Notice is not included in the Association Complaint Receipt, such Notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. Such Notice shall be mailed within a reasonable time prior to review of the Association Complaint but shall be mailed not less than three (3) days prior to the date set for review of the Complaint.

4. Review of the Association Complaint.

- a. The Board shall review any Association Complaint Form received and shall, if necessary, consult with the Association's attorney and/or any other vendor or professional providing services to the Association to provide as complete a review as possible to arrive at its decision.
- b. The Board may, but shall not be required to, consult with the Member who submitted the Association Complaint Form to understand more fully the substance and/or basis of the Member's Complaint.
- c. In the event the Board determines the Association Complaint is incomplete or contains insufficient information to render a decision, the Board shall cause a written request for additional information that identifies with specificity the information needed to complete the Association Complaint to be sent to the Complainant at the address provided in the Association Complaint. Such written request shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.

5. Final Determination Letter. The Board shall render a written decision and/or

review of the Complaint ("Association Complaint Final Determination Letter" or "Final Determination Letter") to the Member within seven (7) days of the regular Board Meeting during which the Association Complaint was reviewed.

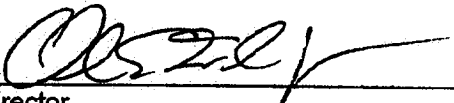
The Final Determination Letter shall:

- a. Be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
  - b. Be dated as of the date of issuance and include specific citations to applicable Association Governing Documents, laws or regulations that led to the Final Determination.
  - c. Include the Registration Number of the Association and the name and License Number of the Common Interest Community Association Manager.
  - d. Include the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman, along with the applicable contact information.
6. Appeal. The determination of the Board as reflected in the Final Determination Letter shall be the final decision of the Board. The Board has not adopted an appeal process and shall not hear an appeal of the Final Determination Letter.
7. Should any Member need assistance in understanding the Member's rights and the processes available to common interest community Members, the Member may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached at the Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, Virginia 23233. The CICO's current telephone number is (804) 367-8510. The CICO's current email address is [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov).
8. **Complainant's Rights Description required by Section 55-530-E.2 of the Code of Virginia, 1950, as amended.** In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (the "Board") of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation

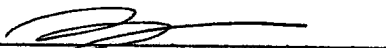
and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final adverse decision.

9. The Association Complaint Form, all attachments thereto and a copy of the Final Determination Letter ("Complaint File") shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager and the Lot Owner(s) who submitted the original Complaint Form, *provided, however*, the Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.
10. The Board shall amend and restate this Association Complaint Procedures Resolution each time the name, address, telephone number and email address of the Association's Manager changes to remain compliant with Section 55-530.E.2 of the Virginia Code.

**IN WITNESS WHEREOF** the Board of Directors of Weatherly at White Hall Condominium Association, Inc. has set their hands on this 28th day of September 2012.

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director



**Weatherly at White Hall Condominium Association, Inc.**  
**ASSOCIATION COMPLAINT FORM**

This Form is available to all Association Owners as required by Section 55-530.E of the Code of Virginia, 1950, as amended ("Virginia Code"). Please complete and return this Form to the Association's Manager at least fourteen (14) days prior to the next scheduled regular Board of Directors Meeting to insure review at that Meeting. The Board will provide a written response to any submitted Association Complaint Form within seven (7) days of the Board Meeting during which the Complaint is reviewed.

Member Name (Printed): \_\_\_\_\_

Member Name (Signature): \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Please outline and/or address your specific complaint and attach to this Form. Please include copies of all applicable provisions of the Association's Declaration, Architectural Guidelines, Articles of Incorporation, Bylaws and/or Rules and Regulations to assist the Board in understanding your complaint. Please be sure to identify and/or attach the provisions of all specific provisions of the Virginia Code you believe may apply.

Forward the completed Association Complaint Form and all attachments to:

United Property Associates  
525 S. Independence Blvd. Suite 200  
Virginia Beach, VA 23452  
Telephone: (757)497-5752  
Facsimile: (757)497-9133  
Email: [resolutions@unitedproperty.org](mailto:resolutions@unitedproperty.org)

Your signature on this form acknowledges you have received and reviewed the Association's Complaint Procedures Resolution.

Should you need assistance in understanding your rights and the processes available to common interest community Members, you may contact Virginia's Office of the Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached:

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, Virginia 23233  
Telephone: (804) 367-8510 Email: [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)

=====

**This Block for Association Use Only:**

Date Complaint Received by the Association's Manager: \_\_\_\_\_

Printed Name of Association Manager who received Complaint:  
\_\_\_\_\_

Signature of Association Manager to certify Date Complaint Received:  
\_\_\_\_\_

Date Complaint Reviewed by the Board of Directors: \_\_\_\_\_

Date Final Determination Letter forwarded to Complainant: \_\_\_\_\_

Printed Name of Person who prepared Response:  
\_\_\_\_\_

Signature of Person who prepared Response:  
\_\_\_\_\_

Please attach a copy of the Response to this Association Complaint Form.

=====

**Complainant's Rights Description required by Section 55-530-E.2 of the Virginia Code**

In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (the "Board") of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final adverse decision.

**Weatherly at White Hall Condominium Association**  
**Amendment Resolution #1**  
**Parking of Multiple Vehicles**

WHEREAS, the Board of Directors of Weatherly at White Hall Condominium Association, Inc. is empowered to establish and amend rules and regulations, including but not limited to policies regulating standards and guidelines applying to all homeowners as pursuant to Section 5.8 (b) of the Bylaws; and

WHEREAS, the Board of Directors shall have the authority to amend the standards, hereby referred to as Rules and Regulations, pursuant to Section 5.8 (b) of the Bylaws, and

WHEREAS, there is no limitation on the scope of amendments to the Rules and Regulations, and such amendments shall be binding provided that in the event of a conflict between the policies and the Governing Documents, the Governing Documents shall control, and

WHEREAS, the Board of Directors assumes jurisdiction over policies relating to use of common space and sees it necessary to amend the Rules and Regulations to regulate parking of multiple vehicles; and

WHEREAS, the amended Rules and Regulations shall be binding to all Owners and occupants of the Properties and shall remain in effect until otherwise modified, amended, or repealed by the Board of Directors; and

NOW, THEREFORE BE IT RESOLVED, the Board of Directors hereto amends the Rules and Regulations, this 10<sup>th</sup> day of July, 2018, as attached Exhibit 'A' until amended or repealed; and

BE IT FURTHER RESOLVED, this resolution shall be sent to each Member at the address of record with the Association.

This amendment resolution was adopted by the Design Review Board of Directors on July 10, 2018 and shall be effective immediately. Approved by Unanimous Consent of Directors in Lieu of Meeting on July 10, 2018.

Weatherly at White Hall Condominium Association, Inc.

By: Rodney Overby  
Rodney Overby, President

## **Exhibit "A"**

In pursuance to the Weatherly at White Hall Bylaws Section 5.10, each unit has the exclusive use of one parking space. Residents may park up to two (2) vehicles in their assigned space and visitor spaces in front of the buildings. Residents with more than two (2) vehicles must park additional vehicles in the parallel parking spaces along Weathers Blvd.