

Rules and Regulations
Williamsburg Commons Unit Owners Association, Inc.

Welcome to Williamsburg Commons, a community of people from various places who have decided to make Williamsburg their home. Having come from diverse backgrounds, each individual has something to offer the group as well as his/her own expectations from it. This should be a place that offers beauty, tranquility, and safety for all residents while preserving all the qualities of independence to which most have become accustomed.

Williamsburg Commons is an established community so we have a chance to maintain it as a place we can all enjoy. With proper care, we can preserve the character of the neighborhood for our own enjoyment as well as maintain our property values well into the future. This can be accomplished best by the enthusiastic cooperation of each resident in observing the covenants and restrictions which appear in our Declaration and Bylaws as well as these adopted Rules and Regulations.

The Association is responsible for maintenance of the Common Elements, arranging for services such as lawn care, pool maintenance and garbage collection, establishing and enforcing Rules, reviewing requests for modification to the Property, and general administrative duties.

The following Rules, Regulations and Procedures will provide you with useful information regarding procedures and guidelines that should be followed to accomplish our mutual goals in the most efficient and acceptable manner.

INTRODUCTION

The following Rules and Regulations (“Rules and Regulations” or “Rules”) and Procedures (“Procedures”) are reprinted from the Bylaws and adopted by the Board of Directors and shall remain in full force and effect until these Rules and Regulations are amended by the Association’s Owners and/or Board of Directors.

Notice of these Rules shall be provided by U.S. Mail to each Owner of record in the Association at the address of record with the Association’s Manager. Owners shall receive notice of amendments to these Rules by U.S. Mail or by distribution of any amendments in the Association’s Newsletter, which has been adopted as an official form of notification for the Association.

DEFINITIONS

The following definitions shall apply:

The term “Board” may be substituted for the term “Board of Directors” throughout these Rules and Regulations and shall have the same meaning as that term is defined in the Association’s Declaration and/or the Bylaws of Williamsburg Commons Unit Owners Association, Inc. (the “Bylaws”).

The term “Governing Documents” is defined to include the Association’s Declaration, Bylaws, plats and plans, Board Resolutions, and Rules and Regulations, as the same has been and may be amended from time to time.

The term “Property” or “Properties” is defined to include all property in Williamsburg Commons Condominiums including all Common Elements and/or Common Areas as delineated in the Declaration and on the plats and plans.

The terms “Rules and Regulations”, “Rules”, “Procedures” and/or “Rules, Regulations and Procedures” are defined to include the contents of this publication, which includes Rules and Regulations recorded in the Association’s Bylaws, as the same may be amended from time to time, and Procedures adopted by the Board of Directors to administer the Rules and Regulations.

The term “WC” is defined to mean Williamsburg Commons Condominium and/or Williamsburg Commons Unit Owners Association, Inc.

Invalidation of one of these Rules and Regulations contained herein, by judgment or court order, shall not otherwise affect any of the other Rules and Regulations, which shall remain in full force and effect.

RULES, REGULATIONS AND PROCEDURES
of
WILLIAMSBURG COMMONS CONDOMINIUMS

1. ANIMALS. Article VI, Section Eight, (q) of the Association's Bylaws states:

- a. The Association shall have authority to prohibit or regulate the keeping of animals, domesticated or otherwise.
- b. No pets exceeding 40 pounds in body weight shall be kept or permitted in any Unit or upon Common or Limited Common Areas by a Unit Owner, tenant, lessee, guest or other person except when the Owner of a Unit, and/or a tenant of a Unit is visually impaired, or otherwise impaired so as to require the pet as an aid for such impairment, and the pet is specifically trained for such impairment.

Procedure: Please contact the Association's Manager for information regarding pets exceeding 40 pounds in body weight.

- c. All pets shall be tended and leashed or carried when outside a Unit. Pets shall not be tied, leashed or attached in any manner, whatsoever, to any part of the Common Elements, or the Limited Common Elements. The Limited Common Elements include but are not limited to porches, decks, walk-throughs and patios.
- d. Pets shall not be permitted to make or cause noises of sufficient volume so as to become a nuisance to Unit Owners or occupants of other Units.
- e. All pets must be licensed as required by law. Residents shall be responsible for the clean up of their pets' feces.

2. CLUBHOUSE.

- a. A resident, Unit Owner or tenant and their authorized guests may use the Clubhouse facilities. The Clubhouse may be used from 10:00 a.m. to 10:00 p.m., except at such times when the Association is holding Board meetings, special meetings or social functions, or events otherwise approved by the Board of Directors or the clubhouse Chairperson.
- b. Children under the age of 14 years of age must be accompanied by a responsible adult.

- c. All windows and doors to the Clubhouse facilities are to remain locked to entry from the outside at all times.
- d. No alcohol (or other mind altering substances), smoking of any kind, or other use of tobacco, shall be permitted within the Clubhouse facilities.
- e. The Clubhouse may be reserved for private social affairs by any resident Owner or leasing tenant subject to the following procedures:
 - (1) Reservations cannot be made for nonresidents. The person requesting the use of the Clubhouse must be and remain present during the event.
 - (2) Reservations for private "exclusive use of the clubhouse" cannot be approved for any business, fraternal, religious, institutional or political function, as determined by the Board of Directors.
 - (3) A request for a Reservation Request Form must be made to the Clubhouse Chairperson. A copy of these Clubhouse Rules and Regulations shall be issued with the Reservation Request Form. The form shall be completed and returned to the Clubhouse Chairperson. The Clubhouse Chairperson may approve or disapprove the request. The Clubhouse Chairperson will then notify a member of the Board of Directors regarding the request. The Board of Directors reserves the right to make a final decision for all requests.

A Reservation Request Form is included in the Forms Appendix to these Rules, Regulations and Procedures.
 - (4) A \$100 security deposit check, made payable to the "Williamsburg Commons UOA", shall be submitted to the Clubhouse Chairperson upon approval of the reservation request. This security deposit will be returned in full after an inspection of the Clubhouse facilities is found to be satisfactory. However, should an inspection determine that the facilities are untidy and/or damaged, all or any part of the security deposit shall be retained to cover the cost of any restorations necessary to return the facilities to their prior condition. If the cost of restoration exceeds the amount of the security deposit, additional costs shall be levied against the individual(s) who requested the reservation.
 - (5) If the reservation is cancelled prior to twenty-four (24) hours before the reserved event, the entire security deposit shall be refunded. Any

reservation cancelled less than 24 hours before the reserved event shall be refunded \$75.00 of the security deposit.

- (6) The Clubhouse Chairperson and the individual(s) requesting the reservation shall inspect the Clubhouse facilities at the beginning of the event. At that time, a key to the Clubhouse shall be issued. This key shall be returned to the Chairperson at the conclusion of the event. Failure to return the key shall result in the retention of the security deposit to cover the expenses necessary to change the locks.
- (7) The pool, the pool area and the exercise room cannot be reserved for any exclusive use. These facilities shall at all times remain open to the entire WC community.
- (8) The Clubhouse must be inspected by the Clubhouse Chairperson at the conclusion of the event. The following inspection criteria shall apply:
 - (i) All Clubhouse facilities must be cleaned.
 - (ii) All lights and ceiling fans must be turned off.
 - (iii) All windows and doors must be closed and locked.
 - (iv) All trash must be removed and disposed of appropriately.
 - (v) Any damages must be reported to the Board of Directors immediately.

3. DAMAGE TO PROPERTY.

- a. Unit Owners shall report damage sustained to any portion of the Property, including Units and all Common Elements, within twenty-four (24) hours of the discovery of the damage. Non-emergency damage shall be reported to the Association Manager, preferably by mail, email or facsimile.
- b. Observed "Emergency" damage requires an immediate response to emergency response authorities. An "emergency" is defined to include, but is not limited to, fire; interior water leaks with significant water flow; and sewage overflow. Unit Owners shall also submit a report of such damage to the Association's Manager.

4. EMERGENCY ACCESS. Article VI, Section Seven, (a) of the Bylaws states:

Each Unit Owner hereby grants the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originated in or threatening his Unit, whether the Unit Owner is present at the time or not.

Procedure: Each Unit Owner shall provide emergency contact information to the Association's Manager and, preferably, an access key to the Unit. If an access key is not locally available for access, the Association Manager shall enter the Unit in cases of emergency as noted above. Such entry shall be accomplished by the appropriate professional locksmith or contractor and all expenses related to gaining access shall be assessed to the Unit Owner.

Section Article VI, Section Seven, (b) states: A Unit Owner shall permit other Unit Owners, or their representatives, when so required, to enter his Unit for the purpose of installing, altering, or repairing the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate.

5. ENFORCEMENT.

Enforcement of the covenants, conditions, restrictions and Rules and Regulations shall occur as set forth in Exhibit A of these Rules ("Due Process Procedures").

6. EXTERIOR MODIFICATION.

Article VI, Section Eight, (d) of the Bylaws states: A Unit Owner shall not make structural modifications or alterations in his Unit or installations located therein without the prior consent of the Association in writing, through the management agent, if any, or the president of the Board of Directors if no management agent is employed.

The Association shall have the obligation to answer within thirty days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

A Unit Owner shall not paint or structurally or aesthetically change the exterior appearance of his Unit without the prior written consent of the Association as indicated above.

Article VI, Section Eight, (g): No Unit Owner, guest, or other person shall paint the exterior of his Unit without authority and approval of the Association, it being intended to preserve and present a uniform appearance for the project. No Unit Owner may otherwise alter the exterior appearance of his Unit.

Article VI, Section Eight, (f): No Unit Owner, resident, guest, lessee, or other person shall install wiring for electrical or telephone installation, television antennae, machines, air conditioning Units, or the like on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

Article Four of the Declaration: Any Unit Owner may make any improvements or alterations in the interior of his Unit that do not impair the structural integrity of any improvements or otherwise lessen the support of any portion of the condominium.

7. FIREWOOD. Article VI, Section Eight, (r) of the Bylaws states:

A Unit Owner and/or tenant shall be permitted to store firewood on patio and porch areas when the same is stored in a metal rack. No Unit Owner and/or tenant shall be permitted to place the firewood against the building. No Unit Owner and/or tenant shall be permitted to store such firewood on areas such as decks, balconies, or walk-throughs. The Association shall designate firewood storage areas to those occupants having decks, balconies or walk-throughs.

8. GRILLING. Virginia's Fire Code prohibits grilling in proximity to condominiums. Therefore, grilling is limited to the pool area.

9. LANDSCAPING. Article VI, Section Eight, (n) of the Bylaws states:

The Association shall have sole control of all planting and landscaping and sole control of all watering. Planting in Common and Limited Common Areas shall be allowed providing the following rules and regulations are adhered to by Unit Owners and/or residents:

- (i) No shrubs, bushes or trees may be planted. All bulbs, annuals or perennials must be under twenty-four (24) inches in height and may only be planted in the mulched area adjacent to the buildings in pots.
- (ii) If planting in pots, they must be a solid color, red clay or otherwise natural, and shall not exceed sixteen (16) inches in diameter. Pots may not be placed in mowing areas or in such areas where they might be present a safety hazard.
- (iii) Plantings may be watered from a watering can, bucket or other similar method. Hoses will not be permitted at any time.
- (iv) Maintenance of all such plantings shall be the responsibility of the Unit Owner and/or tenant.
- (v) Said maintenance will cover pruning of dead blossoms and foliage throughout the growing season as well as the removal of dead plants at seasons' end and the restoring of areas to their natural mulched neatness.

- (vi) Existing foundation plantings or landscaping (including stones) must not be disturbed.
- (vii) Lawn ornaments of any kind are prohibited. Bird feeders shall be permitted provided discretion is used as to placement and consideration is given to the associated mess and droppings.
- (viii) Bird feeders may not be displayed in frontal areas, Common or Limited Common Areas, nor shall they be hung in or from young and/or small trees and bushes.
- (ix) Window or window sill feeders or bird houses of any kind are prohibited.

10. LAUNDRY. Article VI, Section Eight, (d) of the Bylaws states:

Hanging of garments, towels, blankets, rugs, and the like, from the patios, porches, balconies or windows or from any of the facades of the project is prohibited.

Article VI, Section Eight, (l): Dusting or shaking out of rugs, towels, bathing suits, and the like from the windows or balconies, or by beating on the exterior part of the project is prohibited.

11. LEASING; USE OF UNITS. Article VI, Section Five, of the Bylaws states:

- a. All Units shall be utilized for single family residential purposes only. Any Unit may be occupied by a family consisting entirely of persons related by blood, marriage or adoption. In addition, a Unit may be occupied by a single person or by not more than two persons unrelated by blood, marriage or adoption. No Unit may be occupied by any person not meeting one of the foregoing criteria.
- b. No more than twenty-five percent (25%) of the total Units may be rented and/or leased at any given time. Those Units which are owned prior to August 27, 1997 shall be exempt from enforcement of this provision until such time as the Unit is transferred and/or sold to a subsequent Unit Owner. Those Unit Owners who became Owners subsequent to August 27, 1997, shall make written application by first class mail, to the Williamsburg Commons Unit Owners Association to rent and/or lease their Unit pursuant to such rules and regulations adopted from time to time by the Association.
- c. No Unit Owner or Leasing Agent for said Unit Owner shall be permitted to rent or lease his or her Unit for transient or hotel purposes. "Unit Owner" shall

hereupon designate as inclusive "Unit Owner or Leasing Agent for said Unit Owner".

- (1) The Unit Owner shall not rent his or her Unit for a period of less than six consecutive months,
- (2) The Unit shall be utilized for single family residential purposes only,
- (3) The Unit may be occupied by a family consisting entirely of persons related by blood, marriage or adoption, or by not more than two persons unrelated by blood, marriage or adoption,
- (4) The lease agreement shall prohibit any form of subletting of the Unit,
- (5) The Unit Owner shall provide the tenant with a copy of the Bylaws, and the rules and regulations pertaining to the project,

Procedure: The Board of Directors has determined it is in the Association's best interests for all Tenants to receive the Association's Declaration in addition to the Bylaws and Rules and Regulations (collectively referred to as "Governing Documents").

- (6) The Unit Owner shall provide a tenant acknowledgement form to the Board of Directors indicating that the tenant has received the Bylaws and the rules and regulations,

Procedure: The Unit Owner shall acquire the required copy of the Governing Documents from the Association's Manager and shall pay for such copy at the time the copies are requested.

- (7) The Unit Owner shall obtain the tenant's signature on the tenant acknowledgement form, and shall provide the Board of Directors with a copy of the tenant lease and the signed tenant acknowledgement form within 5 days following the commencement of the rental and/or lease period.

Leasing Procedures:

- a. Any Unit Owner who desires to lease or rent their Unit shall submit a written request to the Association's Board of Directors by first class mail. Email and facsimile requests will not be accepted.

- (1) The Board shall review such requests at the next scheduled regular Board meeting.
 - (2) The Unit Owner shall not lease or rent the Unit until written approval has been received by the Unit Owner.
 - (3) Any Unit Owner who occupies a Unit after approval to lease or rent has been received shall not then be eligible to lease or rent the Unit. The Unit Owner will have to submit a subsequent written request to lease or the rent the Unit and otherwise comply with these Rules and Regulations.
- b. A Unit Owner who owned the Unit on August 27, 1997, is automatically authorized to lease or rent their Unit without waiting for approval from the Board. All provisions of Rule 1 apply to Units owned by the Unit Owner on August 27, 1997.
- c. The Board requires strict compliance with Rule 1 of these Leasing Procedures.
- d. The required Tenant Acknowledgement Form is included in the Forms Appendix to these Rules and is available from the Association's Management Office.

12. MAINTENANCE.

a. Unit Maintenance:

1. Each Unit Owner must submit a certificate of inspection from a licensed HVAC contractor to show that all such heating and air conditioning equipment is in good order and repair as of the date inspected. Such certificates shall be submitted by each Unit not later than March 31, 2008.

Each Unit shall submit such certificate at least once every two (2) calendar years, beginning January 1, 2008.

2. Each Unit Owner must submit a certificate from a licensed contractor to show that the Unit's water heater has been inspected and is in good order and repair as of the date inspected. Such certificate shall be submitted by each Unit not later than March 31, 2008.

Each Unit shall submit such certificate at least once every two (2) calendar years, beginning January 1, 2008.

All water heaters shall be replaced at the end of the water heater's warranty period or least once every ten (10) years, whichever date first occurs. Evidence of such replacement shall be submitted to the Association's Manager by receipt copy of the warranty after replacement.

All water heaters shall be seated in a safety tub or other such water-catching device to capture water and debris should the water heater fail unless otherwise prohibited by structural limitations.

3. Each Unit Owner must submit a certificate from a licensed contractor to show that the Unit's dryer vents have been cleaned and are in good order and repair as of the date inspected. Such certificates shall be submitted by each Unit not later than March 31, 2008.

Each Unit shall submit such certificate at least once every two (2) calendar years, beginning January 1, 2008.

4. Each Unit Owner must submit a certificate from a licensed contractor to show that the Unit's chimney flue has been cleaned and is in good order and repair as of the date inspected. Such certificates shall be submitted by each Unit not later than March 31, 2008.

Each Unit shall submit such certificate at least once every two (2) calendar years, beginning January 1, 2008.

If a Unit Owner does not use the fireplace, the Unit Owner shall submit a written, signed, statement to that effect to the Association's Manager.

5. Each Unit Owner shall use only stainless steel hoses on washing machines. All such hoses shall be in place by March 31, 2008.

b. Limited Common Element Maintenance:

Article VI, Section Eight, (k) states:

Each Unit Owner and/or tenant shall maintain in a neat, presentable and sanitary fashion all Limited Common Areas under his control or designated for his use. The Board of Directors shall have the sole discretion to determine whether the Unit Owner and/or tenant have complied with this requirement.

13. **NOISE.** Article VI, Section Eight, (a) states:

Residents and guests shall exercise extreme care in making noises or using musical instruments, radios, televisions, tapeplayers, and amplifiers that may disturb other residents and no such device shall be operated outside of a Unit or on any General or Limited Common Area including any patio or balcony, stoop or parking area.

Article VI, Section Eight, (w) states: No excessive noise shall be made upon any portion of the regime.

Procedure: Residents are asked to avoid making excessive noise between the hours of 10:00 PM and 7:00 AM, including, but not limited to, using clothes washers, garbage disposers, musical equipment and elevated volumes on stereos and televisions.

14. **PARKING and VEHICLES.** Article VI, Section Eight, (h) states:

All recreational vehicles, trailers, bicycles and boats must be parked or left only within the designated Common Area. Any exception to same must be approved in writing by the Board of Directors.

Procedure: An RV Lot is available for the storage of such vehicles. Cars may not be parked or stored in the RV Lot. Items stored in this area must be registered as above. Please see additional Rules related to the RV Lot below.

Article VI, Section Eight, (i): Owner and/or tenant parking shall be as assigned for each Unit. Those parking spaces which are not assigned to individual Units shall be available for parking use on a first come basis and for Unit occupants where there is more than one car. Guests, or any persons, shall not be permitted to park in any vacant space which has been assigned to an individual Unit.

Owners and/or tenant vehicle(s) shall be registered with the Association, as directed by the Board of Directors. Each Unit Owner and/or tenant shall receive numbered registration sticker(s) along with instructions as to the displaying of same. All guests or visitors who may be staying in excess of three (3) days, shall also be subject to this vehicle registration with the Association (no sticker will be issued).

Article VI, Section Eight, (v): Parking of motor vehicles shall be permitted only in spaces designated and marked for parking and upon no other Common Area.

Procedure: All vehicles shall be properly licensed, registered and shall display a valid WC Vehicle Sticker.

Procedure: Every vehicle belonging to a resident, including tenants, must be registered with the Chairperson of the Parking and Security Committee. Each vehicle will be issued a "WC Vehicle Sticker". Guests staying longer than three (3) days shall also be registered, but no sticker will be issued.

Procedure: Each Unit is assigned one (1) parking space, which will be marked using either the Unit address or the Unit registration number. Any additional vehicles must be parked in unmarked spaces.

Article VI, Section Eight, (i): Tenants and/or Owners of rental Units shall not receive their numbered registration sticker(s) until such time as the lease agreement has been provided to the Board pursuant to Article VI, Section Five.

Procedure: No tenant shall receive a WC Vehicle Sticker unless and until the Tenant Acknowledgement Form required by Article VI, Section Five of the Bylaws and these Procedures is submitted to the Chairperson of the Parking and Security Committee.

Article VI, Section Eight, (o): No vehicles may be stored in the parking area, and no inoperable vehicles may be parked or left upon any portion of the Common Area.

Procedure: Vehicles left unattended or "regularly" parked without being moved for a period in excess of ten (10) days without written permission of the Board of Directors will be subject to towing at the vehicle owner's expense.

Procedure: Any vehicle not licensed, registered or displaying a valid WC Vehicle Sticker shall be subject to towing at the vehicle owner's expense.

Procedure: No vehicle may be parked or driven on any Common Area (lawns, sidewalks) without prior written approval from the Board of Directors. A minimum charge of \$50 will be levied against any Owner or resident found directly or indirectly responsible for driving a motorized vehicle on the Common Areas, as well as costs incurred for repairing any damage resulting from this action.

Procedure: No vehicle may be parked in an assigned handicap space unless that vehicle is assigned to that space. Unassigned handicap spaces are available only for handicapped residents or guests.

Procedure: No vehicle may park in a hash-marked access way or in any way obstruct a wheelchair ramp.

Article VI, Section Eight, (i): Commercial vehicles, tractor/trailer rigs, open/stake body trucks, van type trucks or any other such vehicle in excess of two and one half tons shall not be parked in any Common Area of the project for any period in excess of three (3) days.

Article VI, Section Eight, (m): Motor vehicles may be washed or cleaned only in such areas, if any, as may be approved by the Association.

Procedure: Vehicles may NOT be washed in the community.

Procedure: Residents may not perform any repair, reconstruction, restoration or similar activity to any motorized vehicle on any of the Common or Limited Common Elements, except for those actions necessary to enable said vehicle to be driven to a repair facility. Temporary repairs such as charging or replacing a battery, changing a flat tire, adding, but not replacing, necessary fluids, replacing windshield wipers, light bulbs, fuses, etc would be acceptable. Lifting devices may not be used except to change a flat tire.

Procedure: It is in the sole discretion of the Board of Directors to determine whether any action is acceptable or unacceptable according to the criteria above.

15. RECREATIONAL VEHICLE LOT ("RV LOT") AND STORAGE. Article VI, Section Eight, (h) of the Bylaws states:

All recreational vehicles, trailers, bicycles and boats must be parked or left only within the designated Common Area. Any exception to same must be approved in writing by the Board of Directors.

Procedure: Access to and exit from the RV Lot for all residents shall be through the gate only. The gate is to otherwise remain closed and locked at all times. Keys shall be issued only to those who have items stored within the RV Lot. Keys can be obtained from the Chairperson of the Parking & Security Committee at the time of registration.

Procedure: Bicycles, trailers, boats, RV's, etc., may be stored in the RV Lot. Cars may not be stored in the RV Lot. All vehicles or other items to be stored in the RV Lot must be registered with the Chairperson of the Parking & Security Committee.

Procedure: You may park or store a bicycle on a deck/balcony, patio or under stairways as long as it does not pose any obstruction or safety hazard.

Procedure: Bicycles may not be parked or left on walkways or Common Areas (grassy or otherwise, chained to any tree, bench or outside enclosure).

Procedure: Neither this Association, nor the Board of Directors, nor "any member thereof" will be held responsible for any loss of or damage to personal items stored, parked, or left in the RV Lot or any other common/limited common area. Items are stored within the RV Lot at the owner's risk.

Procedure: Storage or parking of multiple items by any one Unit is limited only by the needs of those in other Units. Motor homes, travel trailers, and such, shall take precedence over other vehicles and/or smaller items.

16. SATELLITE INSTALLATION.

- a. Units. Satellite signal acquisition from any part of the Unit is extremely difficult at WC. Please refer to Limited Common Element installation procedures, below.
- b. Limited Common Element Installation Procedures. One (1) satellite dish measuring one (1) meter or less in diameter may be located on Limited Common Elements as follows:
 - (1) Installation may only occur on Limited Common Elements assigned to the Unit, such as patios, decks and, for those Units without a patio or a deck, the immediate area next to the Unit's front door.
 - (2) A written description of the installation and equipment to be used must be provided to the Board of Directors for review prior to installation. A Board representative will contact you to confirm that the placement will be in an appropriate location.
 - (3) A refundable security deposit of \$50 shall be deposited prior to installation with the Board of Directors to cover any damaged areas left after removal of the satellite dish.
 - (4) All Unit Owners shall remove their dish and make any necessary repairs to return the Limited Common Elements to their original condition. The Board of Directors shall be the sole determinant of whether there is sufficient damage to determine if the security deposit shall be forfeited to the Association to make any necessary repairs.

- (5) Any resident unable to receive reception from their own Limited Commons Element(s) may apply to the Board of Directors for permission to locate a satellite dish on Common Elements.

c. Commons Element Installation Procedures:

- (1) Only the Board of Directors can authorize installation of satellite dishes on Common Elements, which includes any portion of the exterior of the buildings. Any Unit Owner who installs a satellite dish on Common Elements without prior Board approval shall be subject to the Association's covenant violation remedies, including the imposition of charges, in accordance with the Association's due process procedures. The Board shall have the right to immediately remove any improperly installed satellite dish at the violator's expense.
- (2) An architectural application is required prior to installation of any satellite dish on the Common Elements. Any request to locate a satellite dish on Common Elements shall require proof that a signal cannot be obtained from any portion of the Unit's Limited Common Elements.

d. General Provisions:

- (1) One (1), and only one, satellite dish will be permitted per Unit.
- (2) International satellite dishes are prohibited.
- (3) Important Notice: Williamsburg Commons Unit Owners Association, Inc. and the Board of Directors shall not be responsible for any damages or required repairs from acts of nature or from the installation of any satellite dishes, whether on a Unit, Limited Common Element or Common Element.

17. SIGNS. Article VI, Section Eight, (c):

No resident or guests of the project shall post any advertisements or posters of any kind in or on the project except as authorized by the Association.

Procedure: Only Board Members may post items on the dumpster bulletin boards. Board approval is necessary for Unit Owners to post items on the dumpster bulletin boards.

18. SMOKING.

Rule and Regulation adopted by Owners Saturday, June 22, 2002: Smoking is prohibited in the enclosed swimming pool area.

Procedure: Unit Owners shall not dispose of any smoking materials of any kind on the Common Elements. Any such disposal resulting in damage to the Common Elements shall be the responsibility of the individual and/or Unit Owner so disposing of the material(s).

Procedure: Extinguished smoking materials shall be properly discarded in an appropriate container.

19. STAIRWAYS AND WALKWAYS. Article VI, Section Eight, (p):

All sidewalks, entrances, hallways and stairways shall not be obstructed or used for any other purpose than ingress and egress.

20. SWIMMING POOL.

Procedure: Each registered resident will be issued a unique access code for access to the pool gate to the right of the Clubhouse and the rear entry door to the Clubhouse. Each Unit will be assigned one access code. For resident Owners, each code will be good for one year. For tenants, each code will be good for the duration of their lease, not to exceed one year. Proof of residency in WC will be required to obtain the access codes.

Procedure: If at any time a resident is found to be abusing the privileges of the Clubhouse and/or Pool facilities, swimming pool privileges will be withdrawn. Swimming pool privileges may also be revoked for nonpayment of assessments in accordance with the Association's due process and collections, included here as Exhibits A and B respectively.

Procedure: Any vandalism, or casualty losses, or any libel exposure caused to this Association because of the illegal or unauthorized use of the access codes shall be the responsibility of the individual Unit Owner. Owners shall be responsible for a lessee or non-owner.

Procedure: Access to and exit from the pool area for all residents and guests shall be through the gate to the right of the Clubhouse. The gate to the left of the Clubhouse shall be for service personnel only. Both gates are to otherwise remain locked and closed at all times.

Procedure: Guests are welcome, but shall be limited to four (4) per Unit. Guests must be accompanied by a resident at all times. Any exceptions to this rule must be pre-approved by a Member of the Board.

Procedure: Children under the age of 14 must be accompanied by a responsible adult.

Procedure: Normal hours are 6:00 a.m. through 10:00 p.m.

Procedure: No running, diving, horseplay, glass containers of any kind, alcohol (or other mind altering substances), smoking, audio equipment (except earphones), musical instruments, pets of any kind, bicycles, roller skates, roller blades, skate boards, scooters, toys, etc., shall be permitted in the pool area.

Procedure: "Wet Bathing Attire" shall only be permitted in the pool area and restrooms, not the Clubhouse.

Procedure: Use of the grills is available on a first come, first served basis. Only charcoal may be used. The grill must be cleaned thoroughly after each use. All ashes must be deposited in the "Ash Bin" after use. Caution is to be exercised at all times. Only adults shall be permitted to use the grills.

Procedure: All garbage shall be disposed of in the trash receptacles. If trash receptacles are full, please bring trash to dumpsters.

21. TENNIS COURT.

Procedure: The tennis court is limited to tennis only. No badminton, volleyball, handball, rollerblading, roller skating, skateboarding or other games are allowed.

Procedure: Access to and exit from the tennis court for all residents and guests shall be through the gate only. The gate is to otherwise remain closed and latched at all times.

Procedure: Guests are welcome, but must be accompanied by a resident at all times. Any exceptions to this rule must be pre-approved by a member of the Board.

Procedure: Children under the age of 14 must be accompanied by a responsible adult.

Procedure: Use of the court is on a first come, first served basis. If others are waiting, kindly limit play to 30 minutes. The court may be used for practice, however play shall take precedence over practice.

Procedure: Only rubber-soled shoes may be worn on the tennis court.

Procedure: Food, glass containers of any kind, alcohol (or other mind altering substances), smoking, audio equipment, musical instruments, pets of any kind, bicycles, roller skates, roller blades, skate boards, scooters, toys, etc., shall not be permitted in the tennis court.

Procedure: Kindly leave the court clean and free of trash or other debris.

22. TRASH.

Procedure: Normal household waste may be disposed of in the on-site dumpsters. All other waste materials, including, but not limited to, furniture and moving supplies and debris, shall be disposed of by prior arrangement with an appropriate bulk waste disposal service.

23. WINDOW COVERINGS. Article VI, Section Eight, (t):

All draperies, blinds, curtains or other window treatments, visible from the exterior of each Unit shall be white or off-white in color.

**RULES, REGULATIONS AND PROCEDURES
of
WILLIAMSBURG COMMONS CONDOMINIUMS**

Exhibit A: Due Process Procedures Resolution

**RULES, REGULATIONS AND PROCEDURES
of
WILLIAMSBURG COMMONS CONDOMINIUMS**

Exhibit B: Collections Procedures Resolution

**RULES, REGULATIONS AND PROCEDURES
of
WILLIAMSBURG COMMONS CONDOMINIUMS**

Forms Appendix:

- 1. Clubhouse Reservation Request Form**
- 2. Tenant Acknowledgement Form**
- 3. Vehicle Registration Form**

WILLIAMSBURG COMMONS UNIT OWNERS ASSOCIATION

CLUBHOUSE RULES AND REGULATIONS

- All windows and doors to the Clubhouse facilities are to remain locked to entry from the outside at all times.
- A resident, unit owner or lessee, and their authorized guest may use the Clubhouse facilities. The hours are from 10:00 A.M. to 10:00 P.M., except at such times when the Association is holding special meetings or social functions, or otherwise approved by the Board of Directors or the Clubhouse Chairperson.
- Children under the age of 14 must be accompanied by a responsible adult.
- No alcohol (or other mind altering substances), smoking of any kind, or other use of tobacco, shall be permitted within the Clubhouse facilities.
- The Clubhouse must be cleaned, and all trash must be removed and disposed of appropriately.
- Reservations for private "exclusive use of the Clubhouse" cannot be approved for any business, fraternal, religious, institutional or political function, as determined by the Board of Directors.
- Private social affairs may be held at the Clubhouse by any resident owner or leasing tenant subject to the following conditions:
 - A request for a Reservation Request Form must be made to the Clubhouse Chairperson. A copy of these Clubhouse Rules and Regulations shall be issued with the Reservation Request Form. The form shall be completed and returned to the Clubhouse Chairperson. The Clubhouse Chairperson may approve or disapprove the request. The Clubhouse Chairperson will then notify a member of the Board of Directors regarding the request. The Board of Directors reserves the right to make a final decision for all requests.
 - Reservations cannot be made for nonresidents. The person requesting the use of the Clubhouse must be present during the event.
- A \$200.00 security deposit check, made payable to the "Williamsburg The

Clubhouse Chairperson and the individual(s) requesting the reservation shall inspect the Clubhouse facilities at the beginning of the event. At that time, a key to the Clubhouse shall be issued. This key shall be returned at the conclusion of the event, at which time any accidental damage such as damage to paint, spills/carpet stains, etc., should be reported to the Clubhouse Chairperson. If a spill on the carpet occurs, blot it up, but please do not attempt to use any cleaning agents on the spot. An inspection will be made to determine what measures will be taken to correct the problem. *As noted in the previous paragraph, the security deposit will be used toward payment for cleaning, with additional costs levied as necessary.

- Failure to return the key shall result in the retention of the security deposit to cover the expenses necessary to change the locks.
- The pool, the pool area, and the exercise room cannot be exclusively used by anyone involved with the reservation. These facilities shall at all times remain open to the entire community at large.
- The Clubhouse must be inspected by the Clubhouse Chairperson at the conclusion of the event. The following must be adhered to:
 - All Clubhouse facilities must be cleaned.
 - All lights and ceiling fans must be turned off.
 - All windows and doors must be closed and locked.
 - All trash must be removed and disposed of appropriately.
 - Any damages must be reported to the Board of Directors immediately.

All requests must be submitted 15 days or more in advance of the requested date.
A maximum occupancy of 65 standing or 35 seated must be adhered to.
All Clubhouse Rules and Regulations must be followed.
All requests must be made to the Clubhouse Chairperson.

Date requested: _____ Begin: _____
End: _____
Requested By: _____
Address: _____
Phone: _____
Description of event: _____

How many invited guests? _____

I/We have thoroughly read and understand the Clubhouse Rules and Regulations. I/we agree to conform to all conditions, limitations and responsibilities set forth by same.

Signature: _____ Date: _____

Signature: _____ Date: _____

_____ Approved By: _____ Date: _____

_____ Unapproved

The Association reserves the right to withdraw approval of this request at anytime, including in progress, if it is found that the "purpose for reserving use" and/or other details surrounding same have been misrepresented in any way.

WILLIAMSBURG COMMONS UNIT OWNERS ASSOCIATION, INC.
TENANT ACKNOWLEDGEMENT FORM
REQUIRED BY ARTICLE VI, SECTION FIVE OF THE BYLAWS

Name of Unit Owner(s): _____

Unit Address: _____

Owner Contact Information in case of Emergency: _____

Names of Unit Tenant-Occupant(s). In the case of more than one (1) Tenant, identify the relationship between the Tenants¹:

I/we, _____, Tenant(s) of hereby acknowledge receipt of the Association's Governing Documents, including the Declaration, Bylaws and Rules and Regulations.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

By signature on this form, Tenant(s) further acknowledge that Williamsburg Commons Unit Owners Association, Inc. is a community association governed by the Association's Governing Documents and applicable state laws. Tenant(s) shall comply with the provisions of the Governing Documents. Failure to do so shall subject the Unit's Owner to all available legal remedies to enforce those provisions.

¹ Reprinted from Article VI, Section Five, of the Bylaws: All Units shall be utilized for single family residential purposes only. Any Unit may be occupied by a family consisting entirely of persons related by blood, marriage or adoption. In addition, a Unit may be occupied by a single person or by not more than two persons unrelated by blood, marriage or adoption. No Unit may be occupied by any person not meeting one of the foregoing criteria.

Vehicle Registration Form

Unit Address _____ Unit Number _____
Building Unit Street

Name(s) _____ Owner
 Tenant

Address _____
_____ Phone _____

Mailing Address _____
_____ Phone _____

Vehicle Type _____
Make _____
Model _____
License # _____

Other _____

UPLOADED
5/4/2021