

College Square Association, Inc.
Rules and Regulations
Amended August 28, 2012

1) General

- a) These Rules and Regulations hereby rescind all other Rules and Regulations previously adopted by the Association.
- b) Residing in a home within a condominium association offers many advantages to the resident, but at the same time may impose restrictions. These restrictions are not meant as an inconvenience or an invasion of freedom, but rather as a means of maintaining harmony in the community. The cooperation of all residents is greatly appreciated.
- c) All use of the property comprising the Condominium shall be in accordance with the provisions of the Declaration, Bylaws, and these Rules and Regulations.
- d) These Rules and Regulations shall apply to each Unit Owner and his family and his or their guests, employees, agents and lessees and their guests, employees and agents. Each Unit Owner shall be responsible for the actions of such family, guests, employees, agents and lessees.
- e) Any prior failure to enforce any violation shall not constitute a waiver against enforcing any subsequent violation. Any election to impose one sanction shall not bar seeking any other sanction allowed under the Association's legal documents or Virginia law.
- f) Should any portion of these rules be decreed or ruled to be invalid, then such portion shall be deemed severable and the remaining provisions shall not be considered impaired or invalid.
- g) The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Rules and Regulations, or the intent of any provision thereof.

2) Antenna/Satellite

- a) No television or radio antenna shall be attached to or hung from the exterior of the Buildings or on the roof or fence, except by the Association.
- b) The Owner may install an antenna wholly on property within the Owner's exclusive use or control. The antenna must not be installed in, on, or over a Common Element. If installed on an area within the Owner's exclusive use or control, the antenna may not protrude beyond that area to extend over a Common Element.
- c) Satellite dishes may be installed on a post or pole behind the fence of any Unit.
- d) The antenna must be less than one meter (39 inches) in diameter.
- e) The intention of the Association is to comply with federal law and ensure that an Owner's antenna does not damage the Common Area, pose a safety risk to other residents or cause blight to the neighborhood.

- 3) **Association Employees** – No employee of the Association shall perform any personal services, while on duty, for any individual Unit Owner, guest, employee, agent or lessee, except such services as are approved in writing by the Association on a case by case basis.

4) Patios and Garden Areas

- a) Hanging of clothing, towels, blankets, rugs or any other items from the front porches, fences, windows or from any part of the building is prohibited.
- b) Painting of the walls, rails, floors, ceilings or fences of the patio areas by the Unit Owner is prohibited.
- c) All types of screens, blinds, shutters, windows, enclosures and shade umbrellas are prohibited.
- d) No fixtures or decorations may be fastened to the walls, ceiling, fencing or railings except as appropriate flower planters as described below.
- e) Owners may not use these areas for storage. No storage containers are permitted in these areas.
- f) Appropriate seasonal patio furniture may be used.
- g) No firewood may be stored on the property.

5) Common Areas

- a) The walkways, entryways, stairways, and other building Common Areas shall be used only for the purposes intended. These areas shall not be used for playing or loitering. It is prohibited to dispose used cigarettes, cigars, tobacco ashes, and matches or other debris on any part of the common areas.
- b) Storage of playthings is prohibited on the Common Areas except for the designated Limited Common Areas.
- c) The Common Areas shall remain neat, clean, and in a presentable and sanitary fashion at all times.
- d) Pedestrian and vehicular ways shall not be obstructed.

6) Changes to Property

- a) Any addition to an existing building, exterior alteration, modification or change to an existing building or any new detached structure must have the approval of the Board of Directors before any work begins.
- b) Any change to the electrical wiring or plumbing system within a Unit does not require Board approval so long as it does not affect another Unit or the Common Elements.
- c) Each alteration or addition must be specifically approved even though the intended alteration or improvement conforms to the governing documents.
- d) The proper request form can be found in the Association's office.
- e) If an Owner starts an alteration without first obtaining written approval of his plans, he does so at his own risk. If the Owner's request is denied or modified, he will be responsible for the cost of removing or altering the change plus the cost of enforcement, if necessary.
- f) The Board of Directors shall be obligated to answer any written request by Owner for approval of a proposed structural addition, alteration or improvement in or to such Owner's Unit within sixty (60) days after such request is received, and its failure to do so

within the stipulated time shall constitute consent by the Board of Directors to the proposed addition, alteration or improvement.

- g) Once a project has been approved, the Owner has one hundred twenty (120) days to start the project. If the Owner does not begin the project within the one hundred twenty (120) day time limit, the Owner must reapply. Once the project has started, the Owner has a sixty (60) day time limit to complete the approved project.
- h) Owner must notify the managing agent of the date on which construction starts and ends.
- i) Approval of a project by the Board does not waive the necessity of obtaining the proper city building permits. Likewise, obtaining a city building permit does not waive the need for Board approval.
- j) The Board of Directors will not knowingly approve a project which is in violation of the City Building or Zoning Codes or in violation of the Association's legal documents.

7) Decorations – Approval for seasonal decorations is not required so long as such decorations meet the following criteria:

- a) The decorations are displayed only so long as they are tasteful and appropriate.
- b) The decorations do not make any sound.
- c) The decorations are not attached in such a way as to mar the finish on the door.
- d) The decorations do not contain electrical illumination or wiring.
- e) Seasonal decorations are to be removed no later than two (2) weeks after the holiday.

8) Grills

- a) Grills may not be used in the front porch area of the Unit or on any patios.
- b) Grills may not be stored on the front porch or outside of the fenced area of the Unit.
- c) Grills must be used in accordance with the fire code.

9) Improvements and Alterations

- a) No improvements (including painting, plastering or landscaping) may be constructed on, or alterations made to, the exterior of the Building or Limited Common Elements or on the Property without the prior written consent of the Architectural Committee. Such prohibited improvements shall include, but not be limited to, any additional buildings, terraces, patios, sidewalks, doors, screens, jalousies or enclosing of patios, driveways, walls, fences, awnings or windows.
- b) No wiring for electrical or telephone installation, machines, air conditioning units, gas lines or the like may be installed on the exterior of the building or that protrude through the walls or roof of the building except as authorized by the Association.
- c) No Unit Owner shall have the right or the authority to alter or remove any Common Element. All improvements or maintenance of the General Common Elements shall be made only by, or with, the prior written consent of, the Association. Such prohibited improvements or maintenance includes, but is not limited to, plants, plantings or landscaping additions to any Common Element or Limited Common Element without prior written architectural consent of the Association.

- d) No change may be made to the Unit that would alter or remove any interior partition that contributes to the support of the Unit or Building.
- e) Owners are responsible for the removal of debris generated in the course of the improvement or alteration.

10) Leasing Units – Subject to leasing provisions in the Declaration, no Unit Owner may lease his Condominium Unit except in accordance with the following provisions:

- a) All leases must be for a minimum period of six (6) months. Any sale or lease of any Unit must conform fully to applicable Virginia or local laws and ordinances.
- b) Nothing less than the whole Unit may be leased.
- c) All leases shall provide that the right of the lessee to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration, Bylaws, and these Rules and Regulations.
- d) It shall be the responsibility of the Unit Owner to provide to his or her tenant a copy of all the Condominium Instruments originally provided to the Owner, along with any amendments thereto.
- e) A Unit Owner who leases his Unit shall, promptly following the execution of any such lease, forward a completed information sheet to the management company. Such forms may be obtained from the management company.
- f) All absentee owners are required to promptly notify the Association of their new address and phone number, and to provide the work and home phone number of their tenants.

11) Nuisance

- a) Owners who are moving in or out of a Unit must do so between the hours of 9:00 a.m. and 9:00 p.m.
- b) All persons shall reduce noise levels pursuant to City Code so that occupants of Units will not be disturbed. Unnecessary noises shall, at all times, be avoided. Unnecessary noises include, but are not limited to, yelling, using foul language or playing musical instruments, radios, televisions or amplifiers either inside or outside of a residence or in any motor vehicle.
- c) No obnoxious or offensive activity shall be carried on upon any part of the Condominium nor shall anything be done thereon which may be or may become, an annoyance or nuisance to the Unit Owners or which shall in any way interfere with the quiet enjoyment of any Unit Owner or his Condominium Unit or which shall in any way increase the rate of insurance carried by the Association for the benefit of the Unit Owners.

12) Occupancy

- a) All Owners must provide the Association with the name, address and home and business telephone number of each occupant and similar persons to be notified in the case of an emergency.
- b) Failure to do so may result in a charge of \$50.00 assessed to the Unit Owner's account.

- c) All Owners are required to inform the Association, in writing, of any changes of address and/or telephone number.

13) Pets

- a) Domestic animals are permitted within the Association. Domestic animals consist of the following: dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, rats, mice, and creatures normally maintained in a terrarium or aquarium.
- b) The number of domestic animals excluding caged birds and those maintained in an aquarium or terrarium shall not exceed two (2) per Unit.
- c) All pets must be registered with the Association within seven (7) days of occupancy.
- d) Pets must be curbed only in areas defined as "Pet Areas." Pet Owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the property, including Pet Areas and Limited Common Areas. Generally Pet Areas are defined as follows:
 - i) Areas away from buildings, walkways, patio areas, picnic and play areas, and any amenities areas;
 - ii) Such other areas defined by the Board of Directors.
- e) Commercial breeding of pets is prohibited.
- f) Every female dog, while in heat, shall be kept confined in the Unit by its Owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.
- g) Cats shall not be left unattended outside of the Unit.
- h) No Owner shall inflict or cause cruelty in connection with any pet.
- i) All pets shall be kept on a leash when taken from a Building and shall not be allowed to run loose or be curbed in or on any of the Common Elements. No leash shall exceed six (6) feet in length.
- j) All pets must be under control at all times so that they do not become a nuisance to the Owners or occupants of other Units.
- k) All Owners must exercise proper care and control of domestic animals to prevent the animal from disturbing the peace of others by making any noise in a loud, continuous or untimely manner.
- l) Owners shall not allow their pets to be a nuisance. The following shall be classified as a nuisance:
 - i) Pets running at large;
 - ii) Pets damaging, soiling, defecating on or defiling any private property (other than that of the pet's owner) or the Common Elements;
 - iii) Pets causing unsanitary, dangerous or offensive conditions;
 - iv) Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the Property;
 - v) Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Elements to chase vehicles, to attack other pets, or create a disturbance in any other way;
 - vi) Failing to confine any female animal in heat to prevent the attraction of other animals;
 - vii) Using a vehicle as a kennel or cage;

- viii) Other activities as defined by the Board of Directors.
- m) All domestic animals must be up-to-date on all required vaccinations. The Association, at any time, may request verification from a veterinarian regarding a domestic animal's vaccination history, or for the Owner to provide documentation thereof.
- n) All domestic animals must be licensed with the City of Suffolk, if required by law. The Association, at any time, may request proof of such licensing from the Owner.
- o) Owners must comply with all applicable guidelines and restrictions of the City of Suffolk.

14) Roof and Attic – No person shall use, traverse or occupy any portion of the roof of any Building or attic space without the prior written consent of the Association.

15) Signs, Flags, Etc.

- a) No personal property, including but not limited to, any sign, advertisement, notice or other lettering, painting or decoration, religious symbols or bric-a-brac shall be exhibited, inscribed, painted or affixed in or on any part of the outside of the Common Elements or Limited Common Element or in/on the windows of any Unit without the prior written consent of the Association.
- b) One "For Sale" or "For Rent" real estate or broker sign advertising a Unit for sale may be displayed from in the Common Area in front of the Unit near the curb. No "For Sale" or "For Rent" signs shall be displayed in the window of the Unit without the prior written approval of the Association. The sign must not exceed four square feet in size and must be removed within fourteen (14) days from the date of a ratified contract for purchase.
- c) Unit Owners may display the flag of the United States only on property to which the Unit Owner has a separate ownership interest or a right to exclusive possession or use.
- d) Any such display of the American Flag must be in compliance with Chapter 1 of Title 4 of the United States Code, or any rule or custom pertaining to the proper display of the Flag.
- e) No flagpole may be installed so as to exceed the height of the Unit's roofline.

16) Solicitation – All door-to-door commercial solicitation is prohibited. Placing of materials under or on Unit doors is strictly prohibited unless express written permission is granted by the Board. Violations should be reported at once to the Association.

17) Storage Areas

- a) Patios must be kept reasonably clean and free from unsightly objects.
- b) Any permitted storage areas must be kept reasonably clean and free from obnoxious articles and tools.
- c) No shelves or storage components may be attached or built into the storage areas without approval of the Committee.
- d) Replacement of any hardware element belonging to the storage area door must be consistent in style and color as the original hardware.
- e) Sporting equipment and other personal articles and equipment must be kept within a Unit or a permitted storage area.

- f) Nothing shall be stored or placed on the stairs, stoops or walkways leading to the main entrance doors.
- g) No gasoline or other hazardous substance may be stored in the shed, storage area or any other portion of a Unit or in the Limited Common Elements.

18) Trash

- a) All rubbish, trash or garbage shall be regularly removed from the Property and in no event permitted to accumulate anywhere on the Property.
- b) All rubbish, trash and garbage shall be deposited in secure receptacles specifically designed for same.
- c) All garbage receptacles may be placed on the curb at sundown the evening before or the morning of garbage collection and must be returned to the proper place of storage by sundown on the day of collection.
- d) Except for days of garbage collection, all garbage receptacles shall be stored behind the fence of the Unit or at such other place as the Association may designate.
- e) No garbage receptacles are permitted to remain conspicuous except on days of garbage collection.

19) Vehicles and Parking

- a) Unit Owners and their guests are entitled to use the Common Element parking spaces for approved vehicles, together with the right of ingress and egress upon that parking area. Use is on a first-come, first-served basis. An approved vehicle shall include a conventional passenger vehicle, motorcycle, van and truck, recreational or commercial vehicle of two and one-half or less tons gross weight.
- b) Parking is authorized in driveways and immediately beside the curb in front of Units. Parking is not permitted on the front, side, or rear yards of any Unit.
- c) Vehicles should be parked so as not to obstruct the spaces for other vehicles or, as applicable, the sidewalk. For violations of vehicles trespassing on the parking spaces, the violating vehicle is subject to towing at the owner's expense.
- d) No commercial truck, van, or bus that is longer than eighteen (18) feet or wider than eight (8) feet or weighs more than two and one-half tons.
- e) No bicycle or boat may be parked in the Common Element parking area.
- f) No boats, boat trailers, other trailers, campers, recreation vehicles, or inoperable cars are permitted to be kept on the Property, except in such areas as may be specifically designated for that purpose. Any boats, boat trailers, campers, recreation vehicles, or inoperable cars parked in areas not designated for such parking shall be towed at the violator's expense.
- g) No driving of any motor vehicles, including but not limited to, cars, trucks, vans or commercial vehicles, is allowed on the Association's Common Elements, other than in the designated parking areas. As the Common Elements include, but are not limited to the grass, no driving is allowed on the grass for any reason. Should a Unit Owner, his family, guests, employees, agents or lessees and their guests, employees or agents violate this rule and cause damage to the Common Elements, Limited Common Elements or a

Unit, said Unit Owner shall be responsible for the replacement or repair cost associated therewith.

- h) No vehicle shall be parked with "For Sale" signs upon any of the Common Elements or Limited Common Elements except for one standard size sign attached to the interior sides of the window of the vehicle.
- i) No vehicles without current registration, license plates and required permits and stickers displayed shall be kept upon any of the Common Elements, Limited Common Elements, numbered parking spaces or unnumbered parking spaces for a period longer than (10) days.
- j) All vehicles must be kept in a proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance, or otherwise.
- k) No vehicles other than those clearly identified as operated by or for a handicapped person shall be parked in spaces reserved for handicapped parking.
- l) No washing of vehicles shall be done with hoses connected to the Common Elements or Limited Common Elements of College square Condominium Association.
- m) In enforcing these Rules and Regulations with respect to Vehicles and Parking, the Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicles are not removed, the Board may have the offending vehicle towed at the expense and risk of the owner.
- n) The Board or Association is not liable for damage to any vehicle or loss of property from vehicles parked on the Common Elements, Limited Common Elements, numbered parking spaces or unnumbered parking spaces.
- o) Except for minor adjustments, no repairs to or maintenance of vehicles, including the painting of vehicles, shall be permitted at any time on the Common Elements or Limited Common Elements.
- p) Drainage of any automotive fluids in the Common Elements or Limited Common Elements is prohibited.
- q) Any repair and/or replacement for damage to the Common Elements or Limited Common Elements caused by violation of these rules shall be the responsibility of the offending owner. The Association may supply or provide for the repair and/or replacement and recover the cost for the same from the offending owner.

20) Windows and Doors

- a) All replacement of door hardware must be consistent in style and color to that of the original hardware. All replacements or any additions to door hardware must be submitted to the Committee for approval prior to installation.
- b) All repair, maintenance or replacement of front doors or doorjamb, the installation of flashing and the addressing of patio door failure by repair or replacement within all Units shall be approved by the Committee prior to such work commencing.
- c) No sheets, blankets, or towels may be used as window coverings.
- d) Window treatments must be properly maintained.

21) Enforcement