

# Community Rules, Regulations & Standards Adopted June 12, 2013

Revised February 12, 2013

## **Introduction**

The authority and responsibility for maintaining the design and quality of living at Parks at Piedmont South, a Condominium is founded in the Association's Declaration. The intent of Covenant enforcement is to assure Unit Owners that standards will be maintained consistently throughout the community. This, in turn, protects property values and enhances the overall quality of living in the community.

#### **Definition of terms:**

- **"Association"** means all property associated with the Parks at Piedmont South, a Condominium.
- "Common Elements" means all portions of the condominium other than the units.
- **"Condominium"** means the real estate and any incidents thereto or interests therein from time to time submitted to the Condominium Act pursuant to the Declaration.
- **"Limited Common Elements"** means a portion of the common elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.
- "Unit" means a portion of the condominium designed and intended for individual ownership and use.
- **"Unit Owner"** means one or more persons who own a condominium unit excluding those holding title merely as security for the performance of an obligation.

# **Rules and Regulations**

**Section 1.0 Compliance with County Ordinances**. Each Unit shall be used as a residence for private residential use only. Other non-residential purposes that are not expressly permitted by applicable zoning laws or regulations are not allowed.

**Section 1.1 Quiet Enjoyment**. No noxious or offensive trade, service, or activity shall take place within any Unit or on any part of the Association Property. No activity shall be permitted which in any way is or could become a continuing annoyance, hazard, or nuisance to the Owners or Residents of the Association.

**Section 1.2 Appearance and Maintenance**. Each Owner or Resident shall at all times keep his or her Unit (including Garage) in a safe and sanitary condition. The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution.

#### Section 1.3 Alterations by the Unit Owner.

No Unit Owner or Resident shall make any structural or exterior addition, alteration or improvement in or to their Unit without the prior written consent of the Board of Directors. No Owner or Resident shall paint or alter the aspects of their Unit visible from the exterior, including doors and windows, or the Limited Common Elements without the prior written consent of the Board of Directors.

No Unit Owner or Resident may alter any Common Element or Limited Common Element. The planting of flowers, trees, shrubbery, and crops of any type is prohibited anywhere on the Common Elements or Limited Common Elements. No vegetation, landscaping or other improvements in the Common Element areas shall be removed, enlarged, demolished, or otherwise altered without the prior written consent of the Board of Directors.

#### Section 1.4 Upkeep of Common Elements and Limited Common Elements.

Each Unit Owner or Resident shall keep their Unit and its appurtenant Limited Common Elements in good order, condition and repair and in a clean and sanitary condition, and shall do all such things as may at any time be necessary to maintain the good appearance and condition of their Unit and its appurtenant Limited Common Elements. Each Unit Owner or Resident shall also keep any porch or other area visible to others and assigned to their Unit as a Limited Common Element in a neat and clean condition, free of debris and unsightly accumulations. No Unit Owner or Resident shall obstruct nor store anything upon any of the Common Elements or Limited Common Element areas.

<u>Section 1.5 Antennas</u>. No Unit Owner or Resident shall install any television communication, or satellite antenna upon any Unit, Common Element, or Limited Common

Element in such a manner that it protrudes from any association building, roof, wall, or window. Unit Owners or Residents should consult with the Covenants Committee for authorized locations for placement of a satellite antenna.

**Section 1.6 Animals**. No animals, livestock, or poultry of any kind shall not be raised, bred, or kept within any Unit. Notwithstanding anything to the contrary herein contained, except to the extent prohibited or restricted by the Owner of the Unit, dogs, cats, and other household pets may be kept within the Unit provided that such household pets are subject to Prince William County regulations and the Association Policy Resolution Number 1 established by the Board of Directors and further provided that said pets are not raised or bred for any commercial purposes. The Board of Directors hereby grants authority to Prince William County to enforce County lease and pet regulations. Community pet guidelines and regulations are provided in Association Policy Resolution Number 1.

**Section 1.7 Clothes Lines**. No clothes lines or other clothing apparatus shall be installed or placed outside of any Unit, Common Element, or Limited Common Element, nor shall any clothes or other wash be placed or allowed to be within public view.

**Section 1.8 Garages**. No Unit garage shall be converted to living space, altered, or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles which it was constructed. This regulation may be enforced by Prince William County and the Covenants Committee.

Each Unit's garage door must remain consistent with the style and color installed by the builder. Each Unit's garage door must be left in a fully closed position when not in use or is unattended. Using a garage as an obvious pet confinement area (leaving garage door partially open with or without screening) is prohibited.

**Section 1.9 Signs and Flags**. No signs, banners, or other displays shall be erected or maintained on any Association building, Common or Limited Common Element, or within a Unit, except one (1) sign advertising the Unit for sale or as approved by the Board of Directors. That sign must be no more than eighteen inches (18") by twenty-four inches (24"). An American Flag may be flown only in the size, manner, and place permitted and approved by the Covenants Committee. Specifications may be obtained by contacting the Covenants Committee.

**Section 2.0 Trash/Recycling Containers and Collection**. Each Unit Owner or Resident is responsible for keeping all trash secured in containers designed for such trash storage. Trash shall be collected and stored in trash receptacles only and not solely in plastic bags. Trash receptacles and recycling bins are not permitted to remain in public view except on scheduled pick-up (collection) days. Trash receptacles and recycling bins may be placed out after dusk on the evening prior to a scheduled pick-up or early in the morning of a scheduled pick-up day. <u>Trash receptacles and recycling bins shall be removed from public view promptly after collection (within same day) and in no case shall they remain in public view after a scheduled pick-up day.</u>

#### Section 2.1 Use of Common Elements and Limited Common Elements for Sales

**or Events**. No Common or Limited Common Element area shall be used for the display of items offered for sale to the public, for serving or selling food or beverage items, for any event or other commercial purpose unless specifically approved in advance by the Board of Directors.

**Section 2.2 Parking**. The respective driveways that are adjacent to each Unit's garage space and that provide access between the private streets and the garages, are each a Limited Common Element. Each Unit Owner or Resident shall have the exclusive right of use of their respective driveway as a Limited Common Element for the sole purpose of parking an approved vehicle(s). No vehicle(s) shall extend beyond the driveway as to block the sidewalk or driveway entrance. Vehicle repairs, other than light normal cleaning, are not permitted on Common Element and Limited Common Element areas. All vehicles

shall display current licenses and other required permits or decals and shall be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emissions or appearance. Additional parking spaces are located throughout the Association property for daily temporary unassigned parking use. Parking is prohibited on non-designated Common Element areas. Vehicles shall not be parked in fire lanes or other areas where parking is restricted. Vehicles shall not obstruct driveways, sidewalks, or mailboxes. Each Unit Owner or Resident shall observe and abide by all parking and traffic regulations posted by the Association or by local authorities. Vehicles parked in violation of the Governing Documents may be towed at owner's expense.

**Section 2.3 Boats, Trailers, Commercial Vehicles.** No boat, trailer, bus, camper, motor home, recreational vehicle, utility trailer, commercial vehicle (including, but not limited to, moving vans, trucks, tractors, vans, wreckers, tow trucks, taxi cabs and hearses) wrecked or "junked" cars (including, but not limited to, vehicles without proper and current inspection, dune buggies, and snowmobiles shall be driven upon surface streets and not upon any portions of the Common Elements. Exceptions include vehicles authorized by the Board of Directors for the upkeep of the Common Element areas.

**Section 2.4 Illegal Activities, Hazards, and Waste**. Nothing shall be done or kept within any Unit nor on any portion of the Association's Property in violation of any law or which would increase the rates of insurance or result in the cancellation of any insurance for any Member or the Association.

**Section 2.5 – Storm Doors/Screen Doors.** The following Standards pertain to storm/screen doors installed on the front door entry of the condominium:

- 1. All STORM DOORS MUST BE APPROVED (SEE APPLICATION FORM ATTACHED) BY THE BOARD OF DIRECTORS OR MANAGEMENT PRIOR TO INSTALLATION. UNIT OWNERS ARE LIABLE FOR ANY DAMAGED CAUSED TO THE ENTRYWAY OR TRIM AROUND THE ENTRYWAY WHEN DOOR IS INSTALLED. UNIT OWNERS ARE ALSO RESPONSIBLE TO RESTORE THE TRIM AND FRONT DOOR AREA TO THE ORIGINAL CONDITION IF AN APPROVED STORM DOOR IS LATER REMOVED.
- 2. Frosted, etched, or colored glass in storm doors is not permitted.
- 3. The color of the door frame must be white and match the trim around the entry door.
- 4. Beveled glass is prohibited.
- 5. Doors must be full view (i.e., full, open view, rectangular shaped glass).
- Security, wrought iron, cross buck, imitation gate hinges, and storm doors with excessive kick plates, frames and ornamentation are not permitted.
- "Self-storing" full view storm doors are permitted along with standard full view storm doors, a picture of each is below.
- 8. All door hardware and bottom sweeps (small metal section at bottom of the door) must be brass in color.

Full View – Self Storing Storm Door

#### Standard Full View Storm Door





**Section 2.6 – Front Door Hardware.** The following Standards pertain to the installation or modifications of front door hardware. Anytime front door hardware is replace or modified for any reason it must be one of the following two choices, brass in color. All other hardware models are prohibited.

- 1. Kwikset 802CE LIP 3 Chelsea Inactive Handleset, Exterior Only, Polished Brass
- 2. Schlage Dexter Barcelona Handleset Bright Brass (605)





Option #2

**Section 2.7 – Front Door Color.** Front doors shall be painted McCormick Exterior Paint color Georgetown Green (220).

<u>Section 2.8 – Door Bells</u>. Door Bells shall be replaced with only the model shown below. Only one door bell is permitted per Unit.

1. NuTone PB7LWH Wired One-Lighted Door Chime Push Button, White Finish



### Section 2.9 - Exterior Decorative Objects/Planter Pots/Lawn

**Furniture/Exterior Furniture/Exterior Storage.** The following standards pertain to exterior decorative objects, which include, but are not limited to, garden sculptures, fountains, small decorative pools, stumps, driftwood, statues, stone sculptures, gazing balls, free-standing poles of any type and items attached to or displayed on exterior of building or on Unit's front doors.

- 1. All items or similar items as listed above are prohibited from display and storage on the Common Element or Limited Common Element areas or any area in the exterior portion of the residence.
- 2. One door mat is permitted at the entrance to each Unit.
- Each Unit may have up to two planters placed on either side of their entry door.
  Each planter may not exceed 12" x 12".
- 4. All lawn furniture or exterior furniture must be removed for the Common Element or Limited Common Element areas anytime not in use. No furniture is permitted to be in any location on the Common Element or Limited Common Element areas

when not being actively used. This includes all breezeways, walkways, behind rear sliding glass doors on exterior rear of Unit.

- All pet confinement areas and tie/leads are prohibited from being used on any portion of the Common Element or Limited Common Element property at all times.
- 6. Storage of any personal items or any items not installed by the developer or the Board of Directors is prohibited at all times for any reason.
- Holiday Decorations/Seasonal Decorations are only permitted to be place around the entry door and on the entry door for 30 days prior to the holiday and 30 days after.

<u>Section 3.0 – Security Systems/Cameras.</u> The following standards pertain to security systems and security cameras and their installation.

- All security systems/security cameras must be approved (see application form attached) by the Board of Directors or management prior to installation. Unit Owners are liable for any damaged caused to the Common Element or Limited Common Element. Unit Owners are also responsible to restore the Common Element or Limited Common Element to the original condition if an approved Security System or Camera is later removed.
- 2. Each Unit shall have no more than two approved devices installed. This is the maximum allowed per Unit.

<u>Section 3.1 – All Exterior Changes.</u> Any and all exterior modifications made to any portion of the Common Elements or Limited Common Elements require prior approval of the Board of Directors. Any changes made to the Common Element or Limited Common Element which are not approved are subject to immediate removal with all expenses being billed to the Unit Owner or tenant whom have made the changes or alterations to the Common Element or Limited Common Element.

**Section 3.2 – Exterior Light Fixtures.** Exterior Light fixtures must be replaced with the following models and colors:

• Exterior Light Fixture Front Door & Rear Door: Seagull Lighting, Model number 8067-02, Polished Brass in Color.



• Exterior Light Fixture Garage: Seagull Lighting, Model number 8039-02, Polished Brass in Color.



|          |   | C/O Sequoia Management Company<br>13998 Parkeast Circle<br>Chantilly, Virginia 20151-2283<br>(703) 803-9641 Fax: (703) 968-0936   |
|----------|---|---|
|          |   | Application Form  |
|          | Please prin                                   | nt or type all information.   |
| From:    | Name:   | Address:  |
|          | Home Phone:                                   | Work Phone: Email:  |
|          |   | <b>DESCRIPTION OF EXTERIOR CHANGE</b>   |
| Please p | orovide a full d                              | description of the proposed exterior change as indicated below:   |
| . 🗖      | Exterior change                               | e to be made:   |
| 2. 🗖     | -   | r brochure for modification you wish to install, please state color, style and all materials as well.   |
| Notes:   | <ul><li>(1)</li><li>(2)</li><li>(3)</li></ul> | The 45-day review period begins from the day that a complete application with sufficient information is <u>RECEIVED</u> by the Board of Directors or Management.<br>In addition to complying with the Community Rules and Regulations, the change must also be compliance with the applicable Prince William County Laws and Ordinances.<br>The Parks at Piedmont Condominium Association is indemnified against incurring any liability on the part of the Unit Owners Association or its Board of Directors or officers, agents and contractors, subcontractor or material man on account of such addition, alteration or improvement, or to any person having a claim for injury to person or damage to property arising there from. |
| o abide  | by them.                                      | nunity Rules, Regulations & Standards provisions relevant to this application and agree   |
| dat      | e rec'd.:                                     | BOD/MGMT RESPONSE BOD/MGMT Date   |
|          |   | d as submitted<br>d subject to the following conditions or modifications:   |