

Heritage Hunt Condominium I

Unit Owners Association

Rules and Regulations

January 9, 2009

Rules and Regulations
Heritage Hunt Condominium I Unit Owners Association
(January 9, 2009)

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I. INTRODUCTION

A. *Terms and Definitions*

1. **Condo Association** – means the Unit Owners Association of Heritage Hunt Condominium I.
2. **HOA** – means Heritage Hunt Homeowners Association.
3. **Unit Owners** – means all of the owners of condominium units in Heritage Hunt Condominium I. All such Unit Owners are mandatory and automatic members of both the Condo Association and the HOA. Lessees and other residents of Units are also subject to the use restrictions established in this document and other applicable laws and documents.
4. **Condo Board** – means the duly elected Board of Directors of the Condo Association.
5. **HOA Covenants Committee** – means the duly elected committee of the HOA charged with the responsibility of enforcing the Design Guidelines promulgated by the HOA Board of Directors and applicable to the entire community.
6. **Condo Legal and Covenants Committee** – means the committee appointed by the Condo Board. The members serve at the will of the Condo Board and are charged with reviewing applications from Unit Owners for actions by the Condo Board, making recommendations to the Condo Board concerning such applications, and generally assisting the Condo Board in promulgating and enforcing the duly adopted rules, regulations, and Rules and Regulations of the Condo Association.
7. **Common Elements** – means all of the condominium property except the Units. All Common Elements are owned in common by all Unit Owners. These Common Elements include, but are not necessarily limited to: the land, supporting structures of the buildings, sidewalks, streets, fire lanes, outside parking areas, underground parking garage, external walls, elevators, building lobbies, halls, attics, trash rooms, and any utility systems that serve the Common Elements or more than one Unit.
8. **Limited Common Elements** – means Common Elements that are reserved for the exclusive use of one or more (but less than all) of the Unit Owners. These include, but are not necessarily limited to: the storage units, balconies, and assigned parking spaces in the underground garage.
9. **Unit** – generally speaking, each Unit consists of the space bounded by the walls, floor, and ceiling of the Unit. However, specific reference is made to: (a) Section IV of Appendix I to the Public Offering Statement of Heritage Hunt Condominium I, Declaration, (page 1); (b) Section D(2) of the Public Offering Statement (page 5); and (c) applicable Virginia law for a more detailed description of the boundaries of each Unit. The definitions set forth in these references are complex. **Because of this, every Unit Owner should seek guidance and/or approval of**

the Condo Board before making any structural addition, alteration, or improvement to any wall, ceiling, or floor in the Unit, including but not limited to any plumbing and electrical changes other than replacing an existing fixture. This would include any interior walls, as well as walls, floors, and ceilings common to other Units or a Common Element.

B. General Policy Statement. The Condo Board and the HOA are authorized by Virginia law, the bylaws of both associations, and other legal documents of record and attendant with the purchase of a condominium or house in Heritage Hunt, to adopt rules, regulations, and design standards which they deem necessary in order to:

1. Maintain consistency with the overall design concept for the community.
2. Promote harmonious architectural and environmental design qualities and features.
3. Promote and enhance the visual and aesthetic appearance of the community.

As a general rule, Unit Owners should seek guidance and/or approval from the Condo Board before permanently or temporarily altering the exterior appearance of a Unit, the Common Elements, or Limited Common Elements of the condominium property or doing anything to the interior of the Unit that might impact or affect other Units or the Common or Limited Common Elements of the condominium property, including the types of alterations listed above, under “Unit” and paragraph III.B. below.

C. Relationship to Other Documents. The Condo Board has adopted and is issuing this document as an aid to Unit Owners in understanding their rights and responsibilities as established herein and in other applicable documents such as the Condo Association bylaws, Condominium Public Offering Statements, and applicable laws of the Commonwealth of Virginia. This is a living document that will be revised as future needs warrant. Updated versions may be published annually if needed and, where applicable, may be published as a section of the HOA Design Guidelines.

D. Application Procedure.

1. Any application allowed or required to be submitted for approval pursuant to this document shall be subject to the following:
 - a) The applicant shall use and comply with all the requirements of the “Design Review Application Form” set out in Appendix A to this document.
 - b) The application shall be mailed to the Condo Board through its designated agent, SCS (or its successors) at the address provided on the form.
 - c) Appendix B to this document outlines the process for the review of such applications.
2. The Condo Board shall have forty five (45) calendar days to respond to the application. In the event the application has been approved by the Condo Board and requires approval of the HOA Covenants Committee, the response time shall be extended by the time allowed the HOA

Covenants Committee to approve such applications, as provided on page 3 of the “Design Guidelines” of the HOA.

3. The applicable times for response set out in this section shall commence upon the date the Condo Board (through its agent) receives the properly completed application form.

4. Failure of the Condo Board, and where applicable, the HOA Covenants Committee, to respond to the application within the times allowed shall constitute a consent by the Condo Board and approval by the HOA Covenants Committee.

E. **Enforcement.** Virginia law and Article X of the bylaws of the Condo Association provide the Condo Board with remedies to enforce compliance with the bylaws and the rules, regulations, and policies adopted by the Condo Board. The remedies available to the Condo Board are extensive and could result in significant cost and expense to the non-compliant Unit Owner.

This document is intended to provide Unit Owners with a ready reference source concerning many of the rights and obligations of Unit Owners. It is not intended to cover all such rights and obligations. Unit Owners are encouraged to familiarize themselves with the full text of all applicable laws and documents, many of which are cited in this document. Policy Resolution #1 which is attached to these Rules and Regulations as Appendix E and is hereby incorporated into these Rules and Regulations by reference, sets forth the procedures and penalties available to the Board and Unit Owners in enforcing the legal documents of the Association.

F. **Notice to Subsequent Purchasers or Lessees.** In addition to other documents required to be provided to prospective purchasers or lessees of Units, Unit Owners must provide current copies of this document to such prospective purchasers or lessees.

II. MATTERS GOVERNED BY BOTH ASSOCIATIONS

A. **Applicability of Design Guidelines of the Heritage Hunt Home Owners Association.** All applicable guidelines established by the HOA shall apply to the Condo Association and Unit Owners.

B. *Pets and Other Animals*

1. **Small Domestic Pets Only.** The maintenance, keeping, boarding, and raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements; provided, however, that no more than two small domestic pets are permitted in each Unit, subject to the rules and regulations adopted by the Condo Board. The definition of Small Domestic Pets for the purposes of these Rules and Regulations shall be restricted to domestic cats, dogs (approximately 25 pounds or less in weight), fish (with no restriction in number) for table aquarium/bowl that does not exceed 20 gallons and caged birds.

2. **Pets in Common Elements.** Pets are not permitted upon the Common Elements unless carried or leashed and accompanied by a responsible person.

3. **Indemnification.** Unit Owners who keep or maintain any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Condo Association, Condo Board, and other Unit Owners 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 condominium property.

4. *Registration of Pets.* All residents who have pets shall complete the “Emergency Contact & Pet Information” form attached to these Rules as Appendix C. This completed form shall be returned to the Condo Board as set forth in the form. Supplemental forms shall be required to be submitted within 30 days of any changes.

5. *Pet Excrement.* Each pet owner shall be required to clean up any and all excrement caused by his pet on any portion of the condominium property.

6. *HOA Pet Policy Resolution.* Unit Owners who own or care for pets are also subject to HOA’s Policy Resolution 7, which is attached as Appendix D to this document.

C. *Signs.* Except for such signs as may be posted by the Developer (Lennar), no other signs of any character shall be erected, posted, or displayed upon, in, from, or about any Unit, Common Element, or Limited Common Elements without the prior written approval of the Condo Board; provided, however, that one real estate sign may be displayed in one window of a Unit.

D. *Balcony Screens*

1. *Retractable Door Screens.* The Condo Board has approved as a standard the installation of door screens known as “Phantom Screens,” provided that the screens are professionally installed, the screen color matches the color of building screens and that the color is Slivered Almond. Unit Owners who wish to install other retractable screen mechanisms must seek prior approval from the Condo Board using the application process established in this document. In some cases, HOA approval may also be required.

2. *Full Balcony Screens.* The Condo Board has approved as a standard, which has been accepted by the HOA Covenants Committee, the installation of the “Executive Screen” system by Phantom Screens or its equivalent with the specifications listed below. Unit Owners who wish to install any other balcony screen/shade system must seek prior approval from the Condo Board using the application process established in this document.

- a) Screen density: 18x14, 20x20 or 20x30.
- b) Screen color: Charcoal
- c) Screen housing color: Rideau Brown or equivalent

E. *Window Air Conditioners and Fans.* Window air conditioners and window fans are not permitted in Units.

F. *In-home Businesses.* Unit Owners or other residents establishing in-home businesses must obtain prior written approval of the Condo Board and the approval of the HOA. Such businesses must not have employees working within the Unit or any Limited Common Area. Public visits are prohibited, as are nonresidential storage and nonresidential levels of mail, trash, or deliveries. Unit Owners and other residents are also subject to HOA’s Policy Resolution No. 14 – “Standards for In-Home Businesses.”

G. *Flag Display.* The only flag permitted to be displayed is that of the United States of America. The flag can only be displayed on Unit balconies; it cannot be larger than three feet by five feet; it cannot break the plane of the building facing; and it cannot be attached in any way to the building. All proper flag etiquette must be observed.

H. *Balcony Decorations.* Unit Owners must obtain prior written approval of the Condo Board before permanently attaching (this includes using nails, screws, bolts, or like fasteners) any decoration to any exterior portion of the condominium property. Any other balcony decorations that are visible from the street or golf course or to other Unit Owners are subject to regulation by the Condo Board with respect to the size and number of such decorations. This includes but is not limited to such items as hanging planters, planter boxes, wreaths, and shelving.

1. *Balcony Rails.* No objects may be hung or placed on the outside of the balcony rail with the exception of “seasonal decorations,” which are described below.

2. *Patio Furniture.* Appropriate, well-maintained, and reasonably sized patio/outdoor furniture are permitted. However, patio umbrellas of any size are not permitted.

3. *Ceiling Fans.* Unit Owners may install ceiling fans on their balconies without prior approval of the Condo Board, provided that such fans must be white or wood-colored grain for balconies with unfinished ceilings, must be installed by a properly licensed electrician, and must meet the specifications for an outside installation. Any necessary electrical wiring must not be visible from the street or golf course.

4. *Items Prohibited on Balconies and Balcony Railings.* The following items may not be placed on balconies or balcony railings:

a) Recreational and exercise equipment including, but not limited to, bicycles, swings, skis, and large toys.

b) Open flames, including but not limited to, torches, lanterns, and/or lit candles.

c) Laundry that is visible to neighbors or from the street or the golf course, including but not limited to, clothes, bathing suits, towels, clotheslines, drying racks, rugs, and bedding items.

d) Interior household items, including but not limited to, pots, pans, brooms, mops, buckets, and cleaning supplies.

e) Major appliances and other mechanical devices or equipment, except for electric grills, as provided in this document.

f) Storage of paper goods and recyclable items of any type including, but not limited to, newspapers, books, periodicals, cans, and bottles, unless these items are stored in closed containers that are not visible to neighbors or from the street or golf course.

5. *Painting of Balcony Areas.* With prior written approval from the Condo Board and the HOA, Unit Owners may paint balcony areas using types of paint and colors specified by the Condo Board.

6. *Unfinished Balcony Ceilings.* Unit Owners whose Units do not have finished balcony ceilings must obtain written approval from the Condo Board and the HOA to paint or otherwise finish the ceiling.

7. *Balcony Floor Coverings.* Attached floor coverings are not permitted on balconies. This would include floor coverings attached with adhesives, nails, screws, bolts, and like fasteners.

I. Exterior Seasonal Decorations

1. The provisions of the HOA Design Guidelines shall apply to exterior seasonal decorations, namely that “seasonal decorations” are defined as those special objects and lighting that are consistent with the nationally recognized holidays of Halloween, Thanksgiving, Winter Holidays, and July 4th. Unit Owners and other residents are obligated to comply with the time frames and restrictions set forth in the HOA Design Guidelines.

III. MATTERS GOVERNED BY ONLY THE CONDO BOARD

A. Access to, Obstruction, and Alteration of Common Elements

1. Unit Owners shall not obstruct any of the Common Elements, including without limitation, the drives, sidewalks, hallways, and entranceways to the condominium buildings. Unit Owners shall not place anything or permit anything to be placed on or in any of the Common Elements (except for community parking spaces and decorations on individual Unit doors as defined in these Rules and Regulations) without the prior written consent of the Condo Board, and, if such action involves an exterior common element and is open to common observation, the HOA.

2. The Common Elements, including furnishings and other decorative items, may be altered or relocated only with the prior written consent of the Condo Board, and, if such action involves an exterior common element and is open to common observation, the HOA.

3. The attics over both buildings are Common Areas. No one should access the attics without prior approval of the Condo Board. While performing warranty work, Lennar and its subcontractors are excluded from this requirement.

B. Structural Changes Within Units or Limited Common Elements

1. Unit Owners may not make any structural additions, alterations, or improvements, including but not limited to any plumbing and electrical changes other than replacing an existing fixture, within their Units or associated Limited Common Elements without the prior written consent of the Condo Board and, if required, the HOA Covenants Committee.

2. Unit Owners proposing any such additions, alterations, or modifications are responsible for obtaining any required permits from appropriate governmental agencies. If any application for a

permit requires execution by the Condo Association, the Condo Board may execute the application; provided, however, that the Condo Association and the Condo Board members shall not incur any liability to any governmental authority, contractor, subcontractor, or material man on account of such addition, alteration, or improvement, or to any person having claim for injury to person or damage to property arising from the application process or construction of any addition, alteration, or modification as described in this section.

C. Lease of Units

1. Unit Owners may not lease or rent their Units for transient or hotel purposes. The minimum term of any lease shall be six (6) months.
2. Unit Owners who lease or rent their Units must use a written form of lease requiring the lessees to comply with all applicable laws, as well as the covenants and rules and regulations of the Condo Association and the HOA and providing that any failure to comply shall constitute a default under the lease.
3. A copy of the executed lease shall be forwarded to the Condo Board at least 10 days in advance of occupancy by a lessee. Unit Owners are also required to provide advance notice of a lease continuation or lease renewal.
4. Unit Owners shall provide lessees with current copies of all applicable documents containing covenants and rules and regulations of the Condo Association and HOA.
5. Lessees must meet the age requirements applicable to the Heritage Hunt community.
6. The foregoing provisions of this section, except for the restriction against use for hotel or transient purposes, shall not apply to a mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

D. Floor Coverings

1. Rugs and padding shall be maintained on seventy-five percent (75%) of all floor surfaces (excluding foyers, kitchens, closets, and bathrooms) in Units located over other Units to reduce transmission of sound between Units.
2. Wood flooring may be installed in all other areas of second and third floor Units if it meets the following criteria:
 - a) The flooring must be installed using the floating method. A floating floor is not incorporated into the sub-floor. It consists of strips of laminated materials, which are interlocked, in tongue and groove fashion, edge-to-edge. The entire floor is kept in place by its own weight and by spacers on the perimeter.
 - b) The floating floor must be installed over an under layer consisting of a vapor barrier, sound-reducing fiber insulation, and a non-skid upper layer of rubberized material.
 - c) The under layer may not be glued or otherwise fastened to the sub-floor.

d) Solid wood or engineered wood strips, which must be glued or stapled to the sub floor, are prohibited.

e) Following installation of the floating floor, the Unit Owner must cover seventy-five percent (75%) of the floating floor with rugs and padding to reduce transmission of sound to other Units.

E. Appliance Installations

Except as to major appliances installed during the initial construction of the Units and any replacements thereof, Unit Owners may not install additional major appliances without prior written consent of the Condo Board.

F. Fireplaces

Except as to fireplaces installed during the initial construction of the Units and any replacements thereof, Unit Owners may not install other types of fireplaces or additional fireplaces within their Units or in Limited Common Elements without prior written consent of the Condo Board.

G. Board of Directors Retaining Unit Key; Changing or Altering Locks

1. The Condo Board shall retain a pass-key to each Unit and storage unit. Each current Unit Owner shall ensure that the proper key(s) have been provided to the Condo Board.
2. Within fifteen (15) days of the date of settlement for the sale of a Unit or the execution of a lease on the Unit, the Unit Owner shall verify in writing to the Condo Board that the keys held by the Condo Board for the Unit are sufficient for entry into the Unit and the Unit's storage room.
3. No Unit Owner or other resident shall alter any lock or install a new lock without prior written consent of the Condo Board, in which case the Unit Owner must provide the Condo Board with a key to the new lock within three (3) days of the change.
4. The Condo Board shall make all reasonable efforts to maintain the keys in a secure and safe location accessible only by the Condo Board and such other designees as the Condo Board might appoint in order to be reasonably assured that the keys will be available in an emergency.
5. The names, Unit numbers, and telephone numbers of those persons having access to the keys shall be posted conspicuously in both condominium buildings.
6. The Condo Board and its designees shall use the retained keys to obtain access to Units only in the event that the Condo Board, any member of the Condo Board, or its designees reasonably believes that an emergency exists. Such emergencies include, but are not limited to, a fire or any other situation where the health and safety of any Unit Owner might be at risk or where there is the risk of significant damage to the condominium property or the Units.

7. When entry into any Unit is made pursuant to these Rules and Regulations, the Condo Association, the Condo Board, and any designee of the Condo Board shall be liable to any Unit Owner or tenant only in the case of willful misconduct or bad faith.

8. When entry to a Unit is obtained in accordance with these Rules and Regulations, the Condo Board, the Condo Association, or any designee of the Condo Board shall not be responsible for any damage to any Unit caused by any emergency personnel or by any individual Condo Board member or designee, except as provided in Exhibit "A" (Maintenance Responsibilities) of the Bylaws. Failure to provide keys in accordance with this provision of the Rules and Regulations shall be considered "neglect" or "carelessness" for which the Condo Board may charge the Unit Owner in accordance with Article VI Section 8 (c) of the by-laws. .

9. A log shall be maintained by the Condo Board to record each entry pursuant to this policy. The log-entry shall include the date, time, Unit number, and the name of person entering the unit, as well as the time the key is taken and returned to the safe.

10. Tenants occupying Units are also subject to the right of entry granted to the Condo Board or its designees and Unit Owners who lease their Units shall require the lessees to comply with this provision.

H. Electronic Installations

1. Unit Owners may not install additional wiring in the walls or ceilings of Units without prior written consent of the Condo Board. This includes but is not limited to wiring for radios, televisions, other electronic devices, heat lamps in bathrooms, and recessed lighting.

2. Unit Owners may not install any antenna, aerial, or satellite dish on the exterior walls of a Unit, or on the Limited Common Elements or Common Elements of the condominium buildings, including the roofs, without the prior written consent of the Condo Board and the HOA. Any such installation made without the consent of the Condo Board and the HOA must be removed at the expense of the Unit Owner for whose benefit the installation was made, and the Unit Owner also must bear the cost of any repairs to the condominium building.

I. Use of Garage Spaces

Garage spaces shall be used only for the parking of automotive vehicles. Any other use of the garage parking spaces, including the storage of personal property in the garage spaces, requires prior written consent of the Condo Board.

J. Hallway Decorations

1. Hallways and hallway entrance doors to Units are Common Elements of the condominium and, therefore, no decorations or other modifications are permitted, except as defined herein, without prior written consent from the Condo Board.

2. Interior Common Elements Seasonal Decorations. Unit Owners and other residents may not place seasonal decorations in the Common Elements except on Unit hallway doors as provided herein. The Condo Board may provide for seasonal decorations in the lobbies and entries of the condominium buildings.

3. Hallway-Door Decorations. Unit Owners may hang decorations from the exterior of Unit hallway doors; provided, however, that such decorations must be hung from: (a) a hook over the top of the door, (b) a magnetic hook or (c) the door-knocker and may not be attached in any other manner. Such decorations are limited to wreaths and similar items, and such decorations may not be longer than 36 inches or wider than 24 inches.

K. Doorbell Buttons.

Doorbell buttons may be installed on or near the unit doors with the following conditions:

1. The doorbell buttons and casings shall be white or cream in color;
2. They shall be part of a wireless doorbell system;
3. They shall be attached by adhesive only in order that they might be removed easily and without damaging the surface underneath;
4. They shall be placed either on the door underneath the brass doorknocker, or on the wall as close as possible to the door frame on the side of the door containing the door latch.

L. Name Plates.

A name plate may be installed on a Unit door under the following conditions:

1. The background shall be brass in color;
2. The Resident's name shall be placed on the brass doorknocker in the blank space provided and shall be no larger than that space; and,
3. The Resident's name or name plate located in any other place must first have Condo Board approval.

M. Emergency and Pet Information

Every resident shall be required to complete an "Emergency Contact and Pet Information" form [provided in Appendix C of these Rules]. The information provided shall be kept and maintained by the Condo Board and/or its designated agent. In the event of any change in the information originally or subsequently provided to the Condo Board and/or its designated agent, the resident shall supplement the information within 30 days of such change.

IV. MISCELLANEOUS USE RESTRICTIONS

A. Use of Unit

1. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.

2. Any fine or penalty incurred as a result of the failure of a Unit Owner to comply with all applicable laws, ordinances, and regulations of any governmental agency shall be the sole responsibility of the Unit Owner, and the Condo Association and the Condo Board shall not incur any liability from any such illegal or improper use of the condominium property, including Common Elements and Limited Common Elements.

B. Storage Units: Proper Maintenance and Care

1. Attachments to Walls.

- a) The attachment of anything to any wall in the storage unit must not interfere with or hinder access to common electrical and communication wiring or common plumbing; and,
- b) If the storage space has a concrete exterior wall, the applicant shall accept full responsibility for any water intrusion or water damage that may result from attaching anything to such concrete wall.

2. General Maintenance. Unit owners are advised that it is essential to the health and safety of the community that storage units are properly maintained in a neat and orderly condition and that great care be taken as to the items stored in these rooms.

Items that are prohibited from storage in the storage units are:

- a) Flammable Fluids. Any amount of flammable liquids in any type of container. This includes but is not limited to: gasoline, kerosene, fuel oil, mineral spirits, cleaning fluids, oil based paints, lacquers, varnishes, acetone, non-beverage alcohol, lamp oil, propane, and grill starter lighter fluid.
- b) Other Combustibles. The storage of other combustible items such as oxygen or fireworks of any kind.
- c) Food Items. No food of any kind (for human or pet consumption) unless in sealed cans.
- d) Trash and Rubbish. No trash or rubbish unless in covered metal containers.

C. Protection of Insurance Rating

Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements that will increase the rate of insurance for the condominium property or any part thereof or cause the cancellation of insurance on the condominium property.

D. Vehicles on Condominium Property

1. Commercial or recreational vehicles, including boats and trailers of any type, may not be kept or parked in open view on condominium property except as provided in Resolution #6 of the Heritage Hunt Homeowners Manuel.

2. All vehicles parked on condominium property must have current state license plates, county registration stickers, and inspection stickers, and must otherwise be in compliance with all laws and regulations.
3. Vehicle repairs are not permitted on condominium property, except as necessary to remove vehicles from the premises.

E. Debris from Units

Unit Owners shall not allow anything to fall from the windows or balconies of their Units. For example, Unit Owners may not shake mops, brooms, rugs, etc. from their balconies.

F. Waste Disposal

Refuse, garbage, and recyclable material shall be deposited in the area for pick up before scheduled pick up.

1. Tall 13-gallon white kitchen trash bags are recommended for trash disposal. Anything larger is difficult to put into the trash chute. The trash bag should be tied securely, and Unit Owners should make sure the bag drops completely.
2. Newspapers and magazines should be bagged and disposed of in the dumpster located in the trash/compactor room of the garage and not in the trash chutes. When loose papers are dropped into the chutes, they can jam the compactors.
3. All cardboard boxes, including pizza and shoe boxes, should be broken down and flattened. These should not be dropped into the chutes, but instead should be taken to the trash rooms in the garages and placed in the auxiliary trash dumpsters.
4. No items should be placed on the floor of the trash rooms or outside the trash rooms.

For now, the closest recycling location is the county facility on Balls Ford Road near Wellington Road.

Remember, if the trash chute is jammed, the Condo Association must pay a fee for the trash company to come out and clear the jam.

G. Use of Grills

1. Use of open-flame grills is not permitted in the Units, Common Elements, or Limited Common Elements.
2. No charcoal cooker, brazier, grill, or any liquid-fueled or liquefied petroleum gas-fired stove or similar device shall be ignited or used on the balconies or spaces under balconies. Electric grills are permitted, subject to the following guidelines:

- a) Electric grills must be maintained in good working condition and kept relatively clean -- fire and insects are of concern.
- b) The use of electric grills should not produce excessive smoke or grease vapors or unpleasant cooking odors.
- c) Electric grills are not to be left unattended when in use.
- d) When not in use, electric grills are to be unplugged from the electrical socket.
- e) Electric grills must have covers that must be used during operation.
- f) As with any cooking device, caution should be used.

H. Flammable Liquids

Flammable fuels or other flammable liquids may not be stored in the condominium buildings.

I. Nuisances

1. Disturbing Noises. Unit Owners shall exercise extreme care to avoid disturbing other Unit Owners, including but not limited to the use of electronic devices, exercise equipment and household appliances, or any other activities. Unit Owners shall not permit any visitors or pets to disturb or otherwise interfere with the rights, comfort, or convenience of other Unit Owners.
2. Pest Control. Unit Owners shall take all necessary precautions to prevent pest infestation from occurring in their Units and the Limited Common Elements assigned to their Units.
3. Water Leaks. Unit Owners shall take all precautions to prevent water leaks from originating in their Units or assigned Limited Common Elements, including, but not limited to, proper caulking of bathrooms and kitchen fixtures, proper temperature control for utility closets, adequate flow of all drains, and proper maintenance and operation of dishwashers and washing machines.

J. Waterbeds

Waterbeds are not permitted in Units.

K. Notices and Other Postings

1. No one is allowed to post notices or other items in the lobbies, entryways, or on the lobby bulletin boards without prior consent of the Condo Board.
2. Residents and Unit Owners [hereafter referred to as "residents"] may use the trash room bulletin boards for posting notices, advertisements and the like subject to the following:
 - a) The postings may not be larger than standard letter size.
 - b) The postings must be dated and identified with a resident's name.
 - c) The postings must be removed after 30 days.

- d) Postings must relate to matters concerning condo life but may include items for sale so long as they are the personal items of the posting resident.
 - e) Postings related to religion or politics are prohibited.
3. The Condo Board reserves the right to summarily remove any postings it deems inappropriate.

L. *Window Treatments.*

Window treatments shall appear either white or beige from the outside.

M. *Window Tinting.*

Unit Owners may apply window tinting to any window or patio door providing:

- 1. It is professionally installed;
- 2. It is applied to the interior of the window or doors; and,
- 3. It is similar in appearance to Vista 33 Soft Horizons previously approved by the Condo Board.

N. *Entry Door programming expenses.*

The Condo Board has established certain rules relating to expenses incurred for door entry programming. These rules are set out in Appendix F and are hereby incorporated by reference.

V. APPENDICES

**APPENDIX A
DESIGN REVIEW APPLICATION
HERITAGE HUNT CONDOMINIUM I UNIT OWNERS ASSOCIATION**

To: BOARD OF DIRECTORS
HERITAGE HUNT CONDOMINIUM I
c/o Small Community Specialists (SCS)
12701 Fair Lakes Circle, Suite 400
P.O. Box 221350
Chantilly, VA 20153

From: _____ Unit # _____

Building ___[A or B]

Address: _____

Home phone: _____

Mailing Address: _____

Work phone: _____

Directions:

The Condo Association bylaws and the Rules and Regulations require Unit Owners to submit to the Condo Board all proposed structural additions, alterations, or improvements in or to a Unit or Limited Common Element [Limited Common Elements are included in the definition of Common Elements]. **If your proposed change involves exterior modification of a Unit or Limited Common Element, approval of your application by the Covenants Committee of the Heritage Hunt Homeowners Association is also required.** In order to be considered, your application must include detailed information describing the proposed change (typically, plans and specifications including sketches, photos, catalog illustrations, etc. showing the nature, kind, shape, color, dimensions, and materials planned for your addition). Make sure your application is complete. **An application submitted without all required supporting information will be considered incomplete. In such case, the Condo Board's response period will not commence until all required such documentation has been provided.** Other exhibits may be requested to permit adequate evaluation of the proposed change. If you have any questions regarding the required submissions or the application process, you are advised to seek guidance from SCS prior to submission of an application.

Description of Proposed Change: (Please print or type)

Describe all proposed structural additions, alterations, or improvements to your Unit or Limited Common Element. Please provide required details by attaching sketches, drawings, clippings, pictures, or catalog illustrations, in order to fully describe the proposed change.

Purpose of Improvement:

ESTIMATED STARTING DATE OF CONSTRUCTION: _____
(After obtaining necessary approval)

ESTIMATED COMPLETION DATE: _____

Owners' Acknowledgments:

I/we understand and agree:

1. That the Covenants Committee of the Condo Association will review this application and make recommendations to the Condo Board. The Condo Board shall have the final decision-making authority [**except in those situations also requiring the approval of the Covenants Committee of the Heritage Hunt Homeowners Association**]. The Condo Board and the Covenants Committee of the Heritage Hunt Homeowners Association will hereinafter be referred to as the "Approving Authorities".
2. That approval of this application shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the proposed change being reviewed.
3. That approval of this application shall in no way be construed as to pass judgment on whether the proposed change being reviewed is in compliance with the applicable building and zoning codes of Prince William County.
4. That approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Approving Authorities to disapprove such plans and specifications, or any elements or features thereof, in the event such plans are subsequently submitted for use in any other instance.
5. That no work on the proposed change shall begin until written approval from the Approving Authorities has been received by me; that, if work is begun prior to approval, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part; and that I may be required to pay all legal expenses incurred.
6. That there shall be no deviations from the plans, specifications, and location approved by the Approving Authorities without the prior written consent of such Approving Authorities; any variation from the original application must be resubmitted for approval.
7. That I authorize members of the Approving Authorities or managing agent to enter upon my Unit or Limited Common Element to make one or more routine inspection(s).
8. That construction or alterations in accordance with the approved plans and specifications must commence and be completed within 6 months of the approved date, otherwise the approval by the Approving Authorities shall be deemed conclusively to have lapsed and to have been withdrawn.
9. That it is my responsibility and obligation to obtain all required building permits, to contact *Miss Utility if applicable*, and to construct the improvements in a workmanlike manner in conformance with all applicable building and zoning codes.
10. That I am responsible for any damage and all cost to repair Common Elements or other community property that results from the proposed modification.

Owner/Applicant Signature _____

Date: _____

Co-Owner/Applicant Signature _____

Date: _____

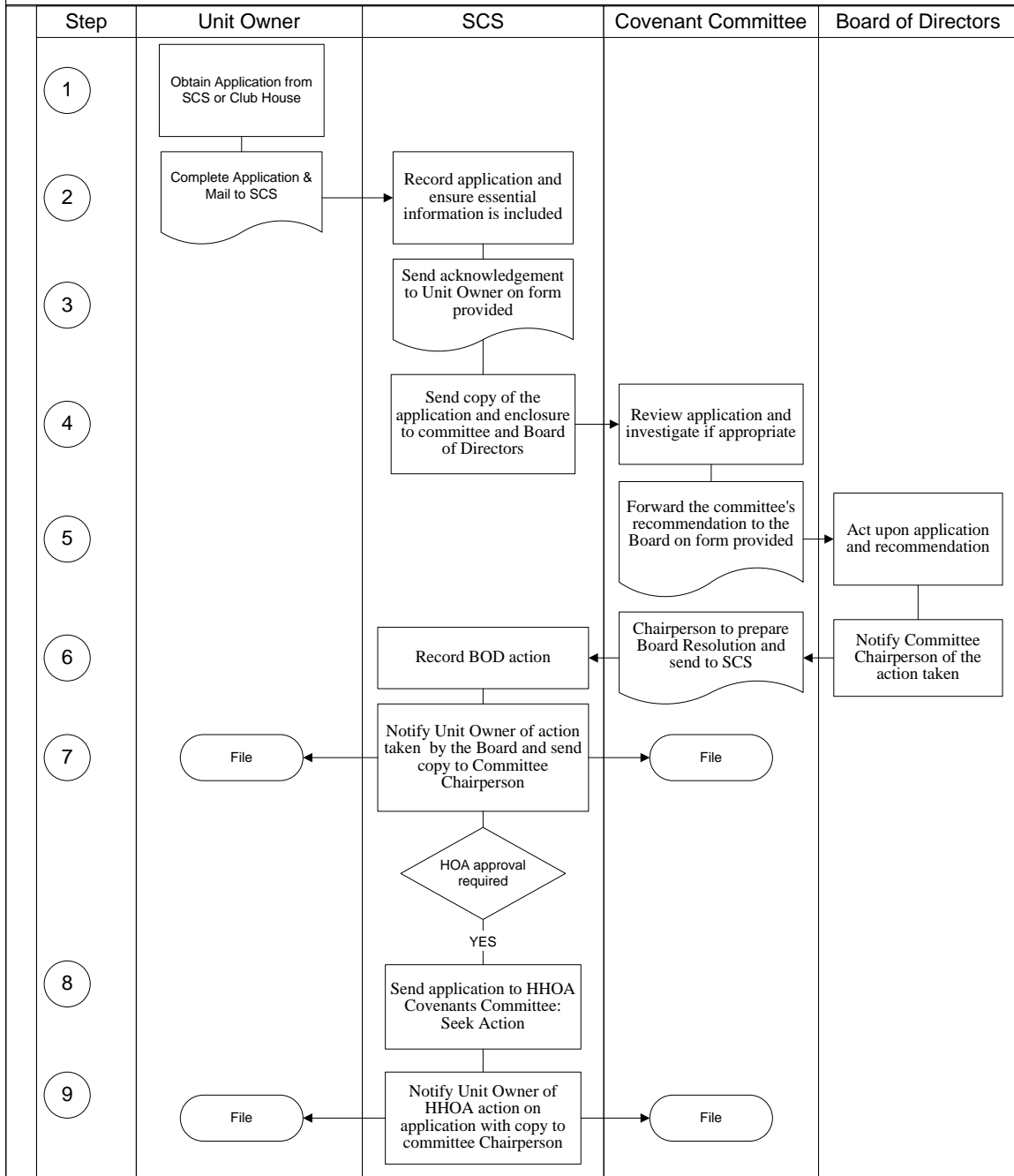
Required Attachments: Descriptive information (typically plans and specifications, including sketches, photos, catalog illustrations, etc. showing the nature, kind, shape, color, dimensions, materials, etc).

Form Date – January 2006

APPENDIX B

APPLICATION PROCEDURE Heritage Hunt Condominium I Association

*Application for authorization to make any structural additions, alterations or improvements in or to a unit or limited common element.
(October 2, 2007)*



**APPENDIX C
HHCI OWNER/RESIDENT
EMERGENCY CONTACT & PET INFORMATION**

Name(s): _____ Parking Space(s) #: _____

Address: _____ Unit No. _____

Phones: *List up to 4* _____

E-Mail: *List up to 2* _____

Emergency Contact:

Name: _____

Address: _____

Phones: *List up to 4* _____

Pet Information: *If you have a pet or pets please provide the following information*

- 1) Number & Type of pet(s) _____ dog(s) _____ cat(s) _____ caged birds _____ fish
No more than 2 small, domestic pets are permitted except for fish where one aquarium no larger than 20 gallons is allowed.
- 2) Any additional information, such as breed, color, call name, etc., you wish to provide to assist in identifying your pet: _____.
- 3) Only small dogs weighing 25 pounds or less are allowed. Your signature hereto will constitute your certification that your dog complies.
- 4) Your signature hereto will also constitute your certification that your pet(s) have been duly licensed and inoculated.

Pet Emergency Contact: Name: _____

Telephone No. _____

This may be different from Emergency Contact above. Pet emergency contact should be someone in or near our condo. Should a pet appear to be in distress or imminent danger, the Board may need to take action, including exercising its right to enter a unit to address the emergency situation.

Would you need help in a building emergency? (Y or N) _____

Residents who would need help in a building emergency should have their own plan and make their own arrangements for assistance. The HHCI Unit Owners Association cannot assume responsibility for providing such assistance. The purpose of the question is to develop a list of who may need help and then work with the fire department to make use of the information in an emergency.

Alternate Address: *For those who have an established, alternate address for part of the year.*

Alt Address: _____

Alt Phone: _____

SIGNATURE _____

Date: _____

*Please complete, sign and return this form to Edwin Plummer in A102 or Kay Franklin in B211.
Visit the Heritage Hunt Condo I Webpage at www.heritagehuntcondos.org 10/28/08*

APPENDIX D
HERITAGE HUNT HOMEOWNERS ASSOCIATION
POLICY RESOLUTION NO. 7
PET POLICIES

Rules and Regulations Regarding Pets

WHEREAS, Article IV, Section 4.01(c) of the Bylaws states that the [HOA] Board of Directors may “Exercise all the powers of the Association, except such as are, by the laws of Virginia, the Articles of Incorporation, the Declaration or these Bylaws, conferred upon or reserved to the Members;” and

WHEREAS, for the health, safety, welfare, comfort, and convenience of all Owners, the Board wishes to establish uniform regulations for the keeping of pets;

NOW, THEREFORE, BE IT RESOLVED THAT the following pet policies be adopted by the Board:

I. GENERAL PET GUIDELINES

A. Pet Categories. Pets shall be categorized as follows:

1. Ordinary House Pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, mice, and creatures normally maintained in a terrarium or aquarium. All Ordinary House Pets are permitted, subject to the guidelines in this Resolution.

2. Unusual House Pets shall include, without limitation, those animals not generally maintained as pets including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures other than those listed in Subsection 1 above, or maintained in a terrarium or aquarium. Unusual House Pets are prohibited.

II. REQUIREMENTS AND RESTRICTIONS

- A. Pet Owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Common Areas, including the private streets in the Community.
- B. Pets shall not be permitted upon the Common Areas unless they are carried or leashed.
- C. No pet may be leashed to any stationary object on the Common Areas and left unattended.
- D. Pet Owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.
- E. Commercial breeding of pets is prohibited.
- F. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
- G. 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.

III. NUISANCES

The following shall be grounds for complaint and finding of a community nuisance:

- A. Pets running at large;
- B. Pets damaging, soiling, defecating on or defiling any private property (other than that of such pet's owner) or the Common Areas;
- C. Pets causing unsanitary, dangerous, or offensive conditions;
- D. Pets making or causing noises of sufficient volume to interfere with other residents' rest or peaceful enjoyment of the Property.
- E. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way;

- F. Failing to confine any female animal in heat to prevent the attraction of other animals;
- G. Using a vehicle as a kennel or cage.

IV. PROCEDURES FOR SOLVING PET PROBLEMS

Any Owner concerned with a pet-related problem should do the following:

- A. Attempt to arrive at a solution to the problem with the pet owner in a courteous and helpful manner.
- B. If personal attempts at a solution fail, then a written complaint should be filed with the Managing Agent. The complaint should document this problem as thoroughly as possible. Documentation should include identification of pet(s) involved, a complete description of the problem or disturbance, and dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.
- C. The Managing Agent will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the Managing Agent will refer the matter to the Board of Directors which may convene a hearing in accordance with the procedures set forth in Policy Resolution No. 4.
- D. Suspected stray pets should be reported to the appropriate Prince William County official (for possible identification) prior to contacting the Association.
- E. All bites, attacks by pets, or diseased animals should be reported to the appropriate officials prior to notifying the Managing Agent.
- F. Penalties for violation of applicable County ordinances may be enforced by the County without regard to any remedies pursued by the Association.
- G. In the event of emergency only, the parties involved may take any actions deemed prudent to resolve the emergency without regard to the above procedures. A written report should be made to the Managing Agent.

APPENDIX E
THE UNIT OWNERS ASSOCIATION OF
HERITAGE HUNT CONDOMINIUM I

POLICY RESOLUTION NO. 1
ENFORCEMENT PROCEDURES

Relating to Enforcement of the Governing Documents

WHEREAS, Article III, Section 2 of the Bylaws of the Unit Owners Association of Heritage Hunt Condominium I (Bylaws) permits the Board of Directors of the Heritage Hunt Condominium I (Condo Board) to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Heritage Hunt Condominium I Unit Owners Association (Condo Association), and

WHEREAS, pursuant to such authority, the Condo Board has adopted Rules and Regulations (Rules), which Rules have been approved by the Heritage Hunt Homeowners Association, Inc. (HOA), and which Rules may be amended from time to time, and

WHEREAS, the terms Unit and Unit Owners used in this Policy Resolution shall be defined as such terms are defined in the Rules, and

WHEREAS, Section 55-79.53 of the Code of Virginia and Article I, Section 2 of the Bylaws requires all Unit Owners to comply with the Bylaws, and

WHEREAS, Article X of the Bylaws provides remedies to the Condo Board to enforce compliance with various governing documents, including but not limited to the Bylaws, the Rules, any other rules, regulations, policies, and resolutions, as well as any amendments to such documents (collectively, Governing Documents), and

WHEREAS, Article X, Section 1(i) of the Bylaws permits the Condo Board to establish penalties, including, but not limited to, the imposition of charges, and

WHEREAS, the Condo Board deems it necessary and desirable to establish enforcement procedures to assure reasonable and timely enforcement of the Governing Documents applicable to the Condo Association and to Unit Owners:

NOW, THEREFORE, BE IT RESOLVED THAT the procedures detailed below are adopted by the Condo Board:

I. DETERMINATION OF COMPLIANCE

- A. Complaint. Any Unit Owner or other resident (Complainant) may initiate the enforcement process by filing a written complaint against another Unit Owner or resident (Respondent) with the Condo Board or the Managing Agent designated by the Condo Board. The complaint must include a concise statement of charges setting forth in clear language the provision(s) of the Governing Documents the Respondent is alleged to have violated. If the complaint is filed against a tenant, the Unit Owner who owns the Unit also shall be deemed to be a Respondent and

(1) shall receive all notices and other documents relevant to the complaint, (2) shall be permitted to participate in the hearing procedures described below, and (3) shall be subject to the same Enforcement Remedies as the tenant Respondent..

- B. Preliminary Investigation. Upon receipt of the complaint, the Condo Board or its designated investigator may make a preliminary investigation as to the validity of the complaint. If the alleged violation has been corrected, or the complaint is deemed to be invalid for any reason, the designated investigator shall advise the Complainant of such determination in writing and shall send a copy to the Condo Board and the Managing Agent. If the preliminary investigation indicates the need for enforcement action, the Condo Board shall proceed as provided below. If it is not clear whether any violation exists, the designated investigator shall ask the Condo Board to investigate further and provide direction.
- C. Notice. If the preliminary investigation reveals the need for enforcement action, the Condo Board shall, direct any designee of its choosing including but not limited to the Condo Covenants Committee or the Managing Agent to mail a notice by certified mail, return receipt requested, to the Respondent(s) at the address(es) of such Respondent(s) listed in the records of the Condo Association and to the Unit address, if the Unit address is different. If a Respondent refuses or fails to pick up the notice, it shall be deemed delivered four days after mailing. If the alleged violation is not of an urgent nature, as determined by the Condo Board, an informal notice may be sent to the Respondent(s) prior to mailing the notice by certified mail. The notice shall advise the Respondent(s) of the nature of the alleged violation, the provision(s) of the Governing Documents alleged to have been violated, the specific action(s) by the Respondent(s) necessary to remedy the violation(s), and the deadline for compliance by the Respondent(s) to avoid imposition of monetary penalties or other remedies. In addition, if an alleged violation is a violation of Article II of the Rules and Regulations or of any of the use restrictions established in Article IV of the Rules and Regulations that might affect the HOA, the Condo Board's designee shall send a notice to the HOA Covenants Committee in order that HOA may make any investigation it deems appropriate.

II. ENFORCEMENT REMEDIES

If a Respondent fails to comply with the notice, the Condo Board may seek enforcement and may impose the remedies established in Article X of the Bylaws, as well as any or all of the following measures or any combination thereof:

- A. The right to request that the HOA suspend the right to use all or any portion of the common facilities as provided in Article II, Section A of the HOA Policy Resolution No. 4, as the same may be amended from time to time. The suspension shall be for a period of time determined by the HOA Board of Directors (currently a maximum of 120 days).
- B. Assessing charges of up to \$50.00 for a single violation or up to \$10 per diem for any offense of a continuing nature. The total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days. Any charges imposed shall be treated as an assessment against the unit owner's unit.
- C. Tagging and towing of any vehicles in violation of the Rules and Regulations and/or the HOA

Policy Resolution No. 6, Vehicle Policies, as the same may be amended from time to time.

D. The initiation of legal action against the Respondent(s).

E. Any other remedy permitted or provided by state law.

F. In the event a violation constitutes a violation of both the Governing Documents and any HOA rules, regulations, policies, or procedures, the Condo Board may, in its sole discretion, impose the Enforcement Remedies established in this Policy Resolution in addition to any sanctions imposed by the HOA.

III. HEARING RULES AND REGULATIONS

The Condo Board may not pursue the Enforcement Remedies listed in Article II above until the Respondent(s) has/have been provided an opportunity for a hearing. The following Rules and Regulations apply to the hearing procedure:

A. The Condo Board's designee shall mail a written notice, by registered or certified mail, return receipt requested, to the Respondent(s) advising the Respondent(s) of his/her/their right to contest the complaint at a hearing before the Condo Board.

B. The notice shall advise the Respondent(s) of the date, time, and location of the hearing, and of the Respondent(s)' right to be represented by counsel. The hearing shall be no sooner than 14 days from the date the notice is mailed. Within five days of receipt of the notice, the Respondent(s) shall notify the Condo Board's designee that sent the aforesaid notice in writing if he/she/they will attend the hearing or to request that the hearing be rescheduled. The request to reschedule the hearing may be granted by the Condo Board if the Respondent(s) present(s) reasonable and satisfactory justification for the request. A Respondent also must notify the same Condo Board's designee in writing if he/she will be accompanied by counsel at the hearing.

C. If a Respondent fails to respond to the notice as provided in this Article, or if a Respondent confirms attendance, but fails to attend the hearing without providing reasonable and satisfactory explanation, the Respondent shall be deemed to have waived the right to a hearing. In such event, the Condo Board may impose such Enforcement Remedies as it deems appropriate, consistent with the provisions of Article II above. The minutes of the hearing shall contain the results of the Condo Board's vote, the Enforcement Remedies imposed, if any, and a certification that the notice to the Respondent(s) was duly mailed in accordance with the provisions of this Policy Resolution.

D. In the event a Respondent exercises his/her right to a hearing, the

Respondent may present evidence and may present and cross examine witnesses. In lieu of attending the hearing, a Respondent may present written evidence and argument.

- E. Following the evidentiary portion of the hearing, the Condo Board may conduct its deliberations in executive session to determine whether satisfactory proof of the alleged violation(s) exists and, if so, the Condo Board shall report its findings in open session and shall, by appropriate motion and vote, make a final disposition of the matter, including the imposition of Enforcement Remedies.
- F. Notice of the decision of the Condo Board shall be mailed to the Respondent(s) by certified mail, return receipt requested, within 10 calendar days of the hearing.
- G. If the Condo Board's decision is unfavorable to the Respondent(s), the Condo Board shall instruct the Managing Agent or the Condo Association's legal counsel to commence any Enforcement Remedies specified by the Condo Board. If the Condo Board finds that a Respondent has not violated the Governing Documents, the allegations contained in the complaint shall not be included in determining whether any subsequent alleged violations are regarded as continuing violations.
- H. If the Condo Board concludes that a Respondent has committed or is committing a continuing violation and that monetary penalties should be imposed, the period for calculation of such penalties shall commence on the day following the date on which the Respondent receives notice of the decision made at the hearing and shall end on the date on which the Condo Board or its designated investigator determines that all violations have ceased. Daily monetary penalties may not be assessed for a period longer than 90 days.

IV NOTICE TO MANAGING AGENT

Copies of any notices, disposition resolutions or other actions taken in implementing the provisions of this policy resolution shall be furnished to the Managing Agent of the Association for record keeping purposes.

V APPLICABILITY

The procedures established herein may be applied to violations of the Governing Documents, but do not preclude the additional independent application of any other specialized and more expeditious enforcement procedures and remedies as provided by state law.

APPENDIX F
THE UNIT OWNERS ASSOCIATION OF
HERITAGE HUNT CONDOMINIUM I

POLICY RESOLUTION NO. 4 REV 1
Assignment of Expenses for Door Entry System Programming

WHEREAS, Article III, Section 2 of the Bylaws of the Unit Owners Association of Heritage Hunt Condominium I (Bylaws) permits the Board of Directors of the Heritage Hunt Condominium I (Condo Board) to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Heritage Hunt Condominium I Unit Owners Association (Condo Association), and

WHEREAS, the **Virginia Condominium Act, Section 55-79.83**, provides that common expenses benefiting less than all of the condominium units, or caused by the conduct of less than all of those entitled to occupy the same or by their licensees or invitees, shall be specially assessed against the condominium unit or units involved, in accordance with such reasonable provisions as the condominium instruments may make for such cases. The executive organ may impose reasonable user fees.

NOW, THEREFORE, BE IT RESOLVED THAT the policies detailed below are adopted by the Condo Board:

Update of the door entry system with a unit occupant's name, unit number, and telephone number is a responsibility of the Condo Association and shall be coordinated through its Managing Agent by the Unit Owner in all cases. The expense of programming the door entry system with the above-mentioned information for a Unit Owner shall be at Association expense upon first acquisition of the Unit by the Owner. Each subsequent updates shall incur a charge of \$100 against the Owner's account.

Subsequent updates referred to above shall include, but not be limited to, entry system changes resulting from a change in tenancy for leased units. In no case shall the door entry system be programmed for tenants without the Owner's request and unless the Managing Agent possesses a signed copy of the current lease naming the tenant and which conforms to the Governing Documents of the Condo Association.

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