

Royal Court Condominium Association

RULES AND REGULATIONS

MANUAL

JUNE 24, 2021

RULES AND REGULATIONS

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PREFACE

This Manual provides Unit Owners with a convenient reference of the Royal Court Condominium Association's Rules and Regulations (hereinafter referred to as the "Rules") as approved by the Board of Directors (hereinafter referred to as the "Board".) These Rules are applicable to all Unit Owners, residents, tenants, visitors, and family members thereof.

The primary governing documents of the Association are its Declaration and Bylaws (governing documents). Among other things, the Bylaws specifically authorize the Board "*to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium.*" Further, the Board is authorized to establish a Covenants Committee that is empowered "*to impose reasonable fines*" to a Unit Owner whose actions are inconsistent with the provisions of the Condominium Act, the Condominium instruments, the rules or regulations or resolutions of the Board. Royal Court Condominium Association (hereinafter referred to as "RCCA") has opted to name its Covenants Committee the "*Rules and Regulations Committee (R&R)*" and assigned it the responsibility for inspecting the exterior of Units so that the common appearance is adhered to as well as properly maintained. The Board has retained the authority for the imposition of fines, as spelled out in this Manual.

This Manual is a compilation of the Rules that the Board has adopted to clarify, define and expand on issues contained in the Bylaws and to address new matters that confront the Association from time-to-time. However, this Manual does not incorporate all of the rules, regulations and restrictions contained in the governing documents. Therefore, Unit Owners should familiarize themselves with the governing documents as well as the Rules in this Manual. In the event there is a conflict between this Manual and the governing documents, the governing documents take precedence.

RCCA contracts with **Community First Management** (hereinafter referred to as "Management Company") for day-to-day management of the Condominium Association. If a Unit Owner has questions, needs an approval, or wants to inquire about services or other information, **email is the preferred method of communication with the Management Company.** This method is the fastest and most efficient way to contact the Management Company. Email also provides for the maintenance of an official record of the request/inquiry and the Management Company's response.

Please contact:

Jennifer (Jen) Reese

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Community First Management
3061 Brickhouse Court, Suite 109
Virginia Beach, VA 23452

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I. PARKING AND VEHICLES

A. Resident Parking

Each RCCA Unit has a minimum of three (3) reserved parking spaces associated with and belonging to the Unit. Included in this count are 1) the Unit's garage space and 2) the "*Limited Common Element*" (hereinafter "driveway") parking space in front of their respective units. The Residents of each Unit control who may park in their garage and driveway and Residents must comply with all of the applicable rules set forth in this section.

In the context of these Rules, a Resident is defined as someone who inhabits the Unit as a full-time or part-time occupant. Further, a Unit Resident would include at least one of these factors 1) Receiving mail addressed to him or her at that Unit address, 2) Using the Unit address on any type of personal identification.

In addition, a Resident also includes but is not limited to a family member such as a spouse, child, parent, or a live-in partner of a Unit Owner (or legally appointed Owner's Representative/Guardian) or Renter (see **Section X, "Leasing"**) that is occupying the Unit on a full or part-time basis.

B. Visitor Parking

RCCA has a limited number of Visitor Parking spaces, "*General Common Element*," that are restricted for the short-term use of RCCA Residents' Visitors/Guests and/or Contractors (hereinafter "Visitor") **only**. Long-term Visitor Parking is not allowed in the Visitor Parking areas. Residents, (as stated above in **Section I.A – Resident Parking**) or members of the household that occupy the Unit on a full or part-time basis, are not allowed to utilize Visitor Parking. The only exception to this rule permits a Resident to temporarily park his/her vehicle in a Visitor Parking space to allow a Visitor to utilize the Resident's driveway for the short-term visit. The Resident may move his/her vehicle into the Visitor Parking space shortly before the Visitor arrives and must remove his/her vehicle from the Visitor Parking space when the Visitor departs. Residents must utilize their driveways whenever possible to accommodate a Visitor prior to using Visitor Parking. If a Resident elects not to use his/her garage for parking, then that resident loses one of their reserved parking spaces and cannot use a Visitor Parking space as a substitute for that lost space. To accommodate all RCCA Residents, under no circumstances is Visitor Parking to be monopolized by any one Resident's Visitor or be used for the purposes of vehicle storage.

All Visitors parking in a Visitor Parking space are subject to the same regulations that apply to Residents. The Resident is responsible for ensuring that the Visitor's vehicle is properly parked, in accordance with these Parking Rules and Regulations. No part of a vehicle occupying a Visitor Parking space may extend beyond the limits of the concrete pad. At no time may a vehicle be parked on the grass, in a shrubbery bed or block a Resident's sidewalk.

Any exception to these parking Rules may only be made by approval of the Board. Such a request for an exception must be addressed to the Board through the Management Company and submitted in advance of the occurrence for which the exception is requested.

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C. Non-Compliance of Visitor Parking Rules

Unit Owners may be subject to a fine of \$10/per day for each vehicle related to their Unit in which a violation of these Visitor Parking rules occurs. This would include the vehicle of the Unit Owner, a Resident, a Tenant or a Visitor. The Due Process Hearing procedures outlined in **Section XV** of these Rules will apply.

D. Parking Space Cleanup

Residents are responsible for the immediate cleanup of vehicle fluid leaks/spills in their driveways, as well as in Visitor parking spaces where leaks/spills were caused by their own or their Visitor's vehicle.

E. On Street Parking

The streets within the RCCA community are owned and maintained by RCCA. As such, on street parking is not permitted at any time.

F. Dumpsters/Other Containers

Use of dumpsters or any type of industrial trash removal container must be approved in advance by the Board through the Management Company. Once approved, the dumpster/trash removal container is allowed in the requestor's driveway only, for a maximum period of forty-eight (48) hours.

G. Other Vehicle Parking

No container, trailer, camper, boat, recreational, commercial or any other large vehicle may be parked in the community, except as approved by the Board, through the Management Company. A commercial vehicle is defined as one that exceeds seven (7) feet in height, and or twenty-one (21) feet in length, and/or one (1) ton in cargo carrying capacity, or one that displays a commercial sign. A trailer or a truck, used for the purpose of moving household items in and out of a Unit or a recreational vehicle, may be parked in a Unit Owner's driveway for one overnight stay, provided the vehicle is small enough so that it does not extend into the street.

H. Junk Vehicles

No junk vehicles or derelict vehicles are permitted in the community. All vehicles must be registered and have current state license plates and state inspections.

I. Vehicle Repairs and Maintenance

No vehicle repairs, other than light maintenance, are permitted in the community or the Unit Owner's driveway. Light maintenance includes changing a flat tire, replacing a headlight, vacuuming and waxing. Draining of vehicle fluids is not permitted.

J. Vehicle Washing

No vehicle may be washed in the condominium community.

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II. **TRASH**

A. **Storage**

All trash must be stored inside the unit until the designated pick-up days, which are currently Tuesday and Friday.

B. **Disposal**

Trash should be placed outside the morning of pick-up, but never earlier than the night before pick-up. See times below:

1. From October 1 through March 31, after 6:00pm
2. From April 1 through September 30, after 8:00pm

Trash must be placed on the unit driveway adjacent to the curb and must not be placed on the street, the grass or on the mulch in shrubbery beds.

All trash must be disposed of in plastic bags that are properly sealed. Odd-shaped items should be arranged in an uncluttered fashion and placed under the plastic bags, if possible. Cardboard boxes should be broken down and placed underneath the plastic trash bags or stacked neatly on the driveway. Broken glass must be placed in sealed cardboard boxes and **NOT** placed directly in plastic bags.

For the disposal of oversized items such as appliances, televisions, grills, carpeting, etc. Residents will need to contact the Management Company in advance to make arrangements for the pickup of these items. There may be a charge to the Unit Owner for the disposal of these items.

C. **Pick-up Schedule Changes**

Any temporary changes to the schedule, e.g. holidays or severe adverse weather, will be posted on the community bulletin board and/or sent out by email, if possible. Generally, in the event of a holiday or adverse weather, the trash will be picked up the following day.

D. **Trash Cleanup**

Residents are responsible for cleaning up any trash that has been spread from their trash bags as a result of wind or animals.

III. **SIGNS**

Signs are not permitted to be posted in any window or door or the surrounding grounds except for *Open House* signs, which may be displayed the day of the open house but must be removed immediately following the event. Small security system signs may be placed in the window by the front door. No postings may be placed at mailbox without prior Board approval.

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IV. WINDOWS

A. Front and Side

All curtains, drapes, blinds, shutters or any other window coverings visible from the exterior must be plain white or off-white color, or lined with plain white or off-white backing, so that only those colors are visible from the exterior of the unit. No other items may be placed on the windowsills, hung from the window or displayed in the windows in such a manner as to be visible from the exterior of the unit. Window mullions shall not be removed from windows, except for temporary cleaning, painting or repair.

B. Rear Windows

All rear windows at the second floor level must conform to the requirements for front and side windows as specified in the above paragraph. First floor level rear windows and rear door coverings may vary from the plain white or off-white requirement for all other windows, as long as such coverings are acceptable to the Rules and Regulations Committee (and as approved by the Board) and are not visible to other community residents.

V. WINTER HOLIDAY DECORATIONS

A. Condominium Association Provided

The Condominium Association will provide wreaths, garland and shrubbery lighting at the entrance. Wreaths will also be provided around the mailbox area.

B. Unit Owner Permitted

Unit Owners are permitted to do the following holiday decorating:

1. A door wreath or spray illuminated by white lights.
2. A single lighted white candle or a Menorah in the windows.
3. Miniature white lights on trees or shrubs in the front yard.
4. Decorations may be displayed beginning on November 21st and must be taken down on or before January 7th.

VI. ADDITIONS, ALTERATIONS, IMPROVEMENTS AND MAINTENANCE

A. General Provisions

No Unit Owner, tenant or guest, shall make any addition, alteration or improvement to the exterior of his or her unit, or make a structural alteration to the interior of the unit without the written consent of the Board. The Board has granted an exception to this requirement for certain pre-approved items listed in **Section E** below. Unit Owners are responsible for maintaining the exterior appearance of all windows, doors, trim and garage doors to include regular cleaning and or painting when necessary.

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B. Request for Approval

Requests for any exterior additions, alterations or improvements or interior structural alterations must be in writing and submitted for Board approval. **Appendix B - APPLICATION FOR ARCHITECTURAL AND LANDSCAPE REVIEW (REV 5/20)**, shall be used for this purpose. Application approvals are valid for four (4) months. If the project has not been started within four (4) months from the date of approval, the application will automatically expire.

C. Action on Requests

The Board reviews the request and makes one of the following decisions:

1. Rejects the request.
2. Asks for additional information to assist in making a decision.
3. Approves the request in total, or in part, with or without modifications.

The Board has a total of forty-five (45) days from the date of the receipt of the application to act on the request, except in cases where additional information is required from the Unit Owner. The forty-five (45) day time period will begin again when the Board has received the requested information.

D. Wiring & Piping

No Unit Owner shall install wiring or piping on the exterior of the unit without the written consent of the Board.

E. Pre-approved Items

The following items have been pre-approved by the Board. Items not on this list or any variance in size, color, type, etc. must be approved in writing by the Board. No other items are authorized.

1. Windows

All windows being replaced or repaired shall maintain the same basic appearance as those originally installed by the builder, including the mullions and arches. No matter what replacement materials are used, all frames and sashes shall be painted in accordance with the condominium color specifications as provided in **Appendix A - UNIT OWNER RESPONSIBILITY REFERENCE GUIDE**. Glass shall be double pane with white mullions. All windows shall be installed in accordance with the manufacturer's instructions. Frames must be securely fastened, level, plumb and square. All frames, brick molding and sills must first be repaired and/or replaced, scraped, sanded, and properly prepared for priming prior to painting in accordance with the Condominium color specifications in **Appendix A**. All wooden frames covered with vinyl or other suitable material shall match the color of the trim and must be caulked with a premium non-hardening exterior caulking compatible with PVC. The color of the trim and caulk must match the Condominium color specifications provided in **Appendix A**.

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2. Screens

If screens are installed, they must be fiberglass 14.18 mesh screen secured in a channel or vinyl box frame with continuous spine. The frame must be white in color. No partial or adjustable screens may be used.

3. Front Doors

The front door must be the same as originally installed by the builder and painted in accordance with the Condominium Specs available from the Management Company. Information on painting provided in **Appendix A**.

4. Garage Doors

The garage door must be the same as originally installed by the builder and painted in accordance with the Condominium Specs available from the Management Company. Information on painting provided in **Appendix A**.

5. Rear Sliding Glass Door

The rear sliding glass patio doors must conform to the style originally installed by the builder, with or without the mullions. Any patio door replacement that does not fit the existing opening must be submitted to the Board for approval.

6. Front Door Adornments

All items listed below that are permanently affixed to a door become the property of the association and must remain on the door if the Unit Owner sells the unit (unless the items are replaced with a like kind).

- a) Doorknockers or doorknobs must be made of metal and must match the metal of other hardware on the door.
- b) Peepholes must match other hardware on the door.
- c) Storm door, full view only, white in color, clear glass only with no frost or pattern in glass.
- d) Kick plates are permitted, but must match the other hardware on the door.

7. Front Entrances

The following items are permitted at the Front Entrances. Any variance to and/or any condition exceeding the guidelines below need to be submitted to the Board for approval.

- a) One (1) bench
- b) A total of two (2) planters and/or two (2) statues.
- c) One (1) doormat.
- d) No wreaths or decorations are allowed except as described in **Section V- Winter Holiday Decorations**.
- e) Security devices/systems, such as doorbell cameras.

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8. Garage Door Opener

Electrical or battery powered garage door openers may be mounted on the garage door jamb (frame), if they are installed in such a manner as to be unobtrusive and aesthetically pleasing.

9. Water Hose Storage

Hose reels or racks are not to be affixed to the building and shall not be visible from the street.

10. Awnings

Awnings may be installed over the back sliding glass door. Awnings must retract into an aluminum casing. Awning fabric must match the pattern and be gray and white color to match those already in place in the community. Contact the Management Company for exact specifications. All awnings must be maintained in good condition and kept clean with no holes, rips or fraying.

11. Storm Shutters

Storm shutters for rear windows only with approval from the Board.

12. General Landscaping

The Landscape Committee oversees the development and day-to-day maintenance of the Condominium Association's landscape and grounds, reporting directly to the Board. The Committee consists of four (4) Unit Owners, and is led by a Chair elected from within its group of four members. Unit Owners may develop and maintain the landscape and grounds of the Limited Common Element adjacent to their Unit, as provided below. Any exceptions to these provisions must be approved by the Landscape Committee or the Board, as provided below. The attached **Appendix B - APPLICATION FOR ARCHITECTURAL AND LANDSCAPE REVIEW (REV5/20)**, shall be used for this purpose.

13. Limited Common Element Landscaping/Unit front and side yards

a) Seasonal Plantings

Plants, not to exceed eighteen (18) inches in height may be purchased and placed in existing shrubbery beds by the Unit Owner as long as the bed is not altered in size and shape. The proper maintenance of additional plantings is the responsibility of the Unit Owner or resident. Seasonal plantings not properly maintained or determined to be incompatible by the Landscape Committee may be removed at the discretion of the Committee. The costs for removal will be charged to the Unit Owner. Prior to any seasonal planting on shared property between units and between garages, consultation with and approval by the neighbor is required.

b) Perennial Plantings

The front and side yards of the units are Limited Common Elements. If a Unit Owner desires to have the front and/or side yard landscaped at their complete or partial expense, a landscaping design proposal must be submitted to the Association Manager for approval. The attached **Appendix B - APPLICATION FOR ARCHITECTURAL AND LANDSCAPE REVIEW (REV5/20)**, shall be used for this purpose. Any landscaping/re-landscaping of the front and/or side yards by the Unit Owner without proper authorization **can be removed/replaced** by the Landscape Committee with Board approval at the Unit Owner's expense.

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c) Trees

The trees located on the property of the condominium complex belong to the Condominium Association. The only exception is for a tree that is located in a Unit Owner's backyard, provided that tree is not one of the original old native trees, as defined in subsection 1i), directly below. Accordingly, no tree belonging to the Association may be removed without the written approval of the Board. Any Unit Owner who desires to have a tree removed must make a request in writing to the Board, submitted through the Management Company. The attached **Appendix B - APPLICATION FOR ARCHITECTURAL AND LANDSCAPE REVIEW (REV5/20)**, shall be used for this purpose. If approved by the Board, the Unit Owner will be responsible for contracting with a tree removal service. The Unit Owner, will assume all costs for removal to include labor, materials, and stump removal. The Owner must replace the tree(s) removed with another tree(s) at the Owner's expense to include all labor, materials and replacement costs. The Landscape Committee will be responsible for approving the replacement(s), specifically in terms of the type, size and location where to be planted.

(1) Trees maintained by the Association

- (i) All trees in the front and side yards of the buildings. Also, all trees on the outside of the wall, including those at the front entrance and along the outside of the south wall between RCCA and Southall Quarter.
- (ii) All old native trees that were original to the development of the Association, specifically the oaks and pine trees in the backyards.

(2) Trees maintained by a Unit Owner

- (i) Any tree that is located in the Unit Owner's backyard and not specifically identified above as belonging to the Association. Such trees planted by current or previous owner, may be removed at the owner's expense. The Unit Owner shall contact the Management Company prior to the removal of a tree, to confirm the tree is not owned by RCCA. In the event of any type of damage to the condominium properties during a tree removal, the tree company and/or the Unit Owner will be held responsible for the damages incurred. Trees removed by the Unit Owner may or may not be replaced by the Unit Owner.

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14. Backyards

It is the Board's desire to permit Unit Owners to exercise some degree of individuality in the landscaping and/or alterations of their backyards. Such landscaping and/or alterations shall not create additional maintenance costs for the Condominium Association; shall not impair access to, obstruct or interfere with the operation of the sprinkler system; must not block drainage of surface water from any yard; shall not create an impediment to reasonably easy ingress and egress by contractors needing to access the yard; shall not be incompatible or harmful to other residents; and, must be in keeping with the general overall decor of the Condominium Community. Termite and rodent bait traps must not be removed. Miss Utility and the Irrigation contractor must be called prior to any excavations. Any exception to these provisions must be approved by the Board. The attached **Appendix B - APPLICATION FOR ARCHITECTURAL AND LANDSCAPE REVIEW (REV5/20)**, shall be used for this purpose.

a) Access

Backyards and entry gates must be kept clear to allow free and easy access of lawn maintenance equipment and personnel, meter readers, emergency response personnel and other neighbors whose external access to their backyards requires transit through a connecting unit.

F. Vinyl Fences

All areas of vinyl fence surrounding the unit must have minimum of one (1) foot of clearance away from vinyl fencing/gates (with the exception of removable paver aprons at gates). Nothing may be hung from, attached to or drilled through the vinyl fences and gates. Any damage that occurs to the vinyl fencing/gates caused by the Unit Owner/Residents, their guests or pets, must be reported to the Management Company. Unit Owners are responsible for reimbursing the Association for the cost of repairs as a result of such damages. Under no circumstances shall the Owner repair or hire a contractor or others to repair any damages to the fences and gates. The Association will normally have the fences and gates professionally cleaned once a year. Owners may clean their fences and gates, at their expense, as specified in **Appendix A - UNIT OWNER RESPONSIBILITY REFERENCE GUIDE**.

VII. COMPLIANCE INSPECTIONS

The R&R Committee is responsible for the inspection of the exterior of Units, front and back. The purpose of the inspection is to ensure that the Rules for maintaining the common appearances of the condominiums are properly applied, as well as to check those items for which the Unit Owner is responsible for maintenance and cleaning. Unit Owners not in compliance will be sent a written notification by the Management Company and given a reasonable time to comply. The inspection is typically done on a bi-annual basis, once in the spring and again in the fall. The Management Company will provide an approximately thirty (30) day advance notice of the date of each planned inspection.

Notice of non-compliance by the Management Company is not limited to bi-annual inspections. A violation that is reported to and verified by the Management Company may be authorized by the Board at any time during the year.

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VIII. PETS

A. General Provisions

Only one pet per condominium unit is permitted and authorized only after it is registered with the Management Company and approved in writing by the Board. A Unit Owner or resident who desires to have a pet must send a request for pet approval to the Management Company in advance of moving that pet into the condominium community. The attached **Appendix C - PET REGISTRATION FORM** shall be used for this purpose.

B. Responsibilities

In addition to registering and obtaining the required approval, the Unit Owner, resident or tenant must comply with the following requirements:

1. The pet must be kept on a leash (or in a pet carrier or cage) at all times when taken to or from the unit. Pets are not allowed to run loose in the community at any time.
2. The pet must be licensed and vaccinated as required by law.
3. Unit Owners, residents, tenants and their guests are responsible for the immediate cleanup of pet feces, including the Unit Owner or tenant's backyard.
4. Damage done to the grounds, building or fence caused by a pet will be the responsibility of the Unit Owner.

The pet must not become a nuisance (create noise, odors, messes, cause damage, etc.) to other Unit Owners. Upon receipt of a nuisance complaint, the Management Company will issue the Unit Owner an initial warning. If the pet continues to be a nuisance, the Board may take further action, up to, and including the withdrawal of the pet approval and require that the pet be removed from the condominium.

IX. TERMITE/PEST PROTECTION

A. General Provisions

The Board contracts with professional pest control companies to provide termite protection inside and outside the unit and rodent pest control services outside the unit. For termite protection, the contractor provides in-ground bait stations near each unit: front, rear and side where applicable. For rodents, the contractor provides above ground bait stations at various locations in back yards where rodents are likely to be present. Bait stations should not be tampered with or removed at any time.

B. Reporting the Discovery of Termites

The Association will repair termite damage that has occurred on the inside of a Unit Owner's unit, provided the unit was inspected during the period in which Owners were required to make their unit available for the contractor's inspection service. If a Unit Owner should discover active termites and/or termite damages in his or her unit, Owner should immediately contact the Management Company.

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X. LEASING

Guidelines regarding the leasing of Units are in accordance with the *Amendment to the Bylaws of the Royal Court Condominium Association*, as recorded on November 20, 2015, and as restated in Section 5.8(a)(1) of the Bylaws.

A. Restrictions of Leasing Units

No Unit shall be leased, except under the grandfather or hardship provision, as explained below. Further, each Unit, and the Common Elements appertaining thereto, shall be occupied and used only by the Unit Owner, his or her family, Owner's legally appointed representative or guardian, domestic employees and visitors. No Unit may be used for the conduct of commercial activity.

Any Unit Owner who leases their Unit through any grandfather or hardship provision shall provide to the tenant, at the Unit Owner's expense, a copy of the *Association's Condominium Instruments and Rules and Regulations* and shall have the tenant execute a consent which requires the tenant to comply with the covenants, conditions and restrictions contained in them.

The leasing of units shall also be subject to all rules and regulations promulgated by the Board not in conflict with any provisions of the *Declaration or Bylaws*, which may include, but shall not be limited to:

1. The establishment of a rental/application fee,
2. Development of a tenant consent form, and
3. Establishment of provisions which provide for the furnishing of copies of the lease and/or contact information for all occupants of the unit.

A failure by a tenant or occupant to comply with the condominium instruments or any rule or regulation shall be deemed a default under any lease or occupancy agreement, for which the Association shall have the right, in addition to all other rights and remedies provided by law or the condominium instruments or rules, but not the obligation, to terminate the lease and/or occupancy and to bring summary proceedings as attorney-in-fact for the owner and at the owner's cost, including all attorneys' fees and costs, to evict the tenant and/or occupant after thirty (30) days' prior written notice to the owner. The costs of the proceeding, including without limitation attorneys' fees, shall also be recoverable from the landlord. For purposes of this provision, each and every owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Association as his or her attorney-in-fact for the purposes described herein.

B. Grandfather Provisions

Any Unit Owner whose Unit is leased as of the effective date of the Amendment to the Bylaws on November 20, 2015, shall submit a copy of the lease currently in effect to the Management Company within thirty (30) days of the recordation of this Amendment.

Any Unit which is leased as of the effective date of this amendment may continue to be leased only by renewal of the current lease with the existing tenant(s).

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C. Hardship Provisions

The Board may, in its sole discretion, authorize the leasing of a unit only upon a showing by a Unit Owner of a hardship which will result from the Board's denial of the lease request. Examples of *hardship* include, but are not limited to, military transfer or ill health preventing occupancy of the Unit. At the time of the granting of any such hardship exemption from the leasing ban, the Board will establish the terms under which the unit may be leased, which shall be in writing, and signed by both a Board Designee and the petitioning owner(s).

XI. LOUD AND OBNOXIOUS ACTIVITY

No Unit Owner, resident, visitor, tenant or other persons shall conduct any activity that is illegal or contrary to the purpose and use of the condominium as a single-family residential facility for which it was designed. Windows should not be left open for the purposes of smoking in the Unit. Smoking and noise can be offensive to others.

XII. MOVING

Unit Owners or residents who use a commercial moving company to assist them in moving into or out of a unit, must notify the Management Company of the name of the company, their address and phone number. Or, if the Unit Owner opts to self-move and uses a large truck or trailer for that purpose, the Owner must also notify the Management Company. Notification of date and time is required to ensure that entrance gates are raised prior to entry of any large vehicles. In the event of damage to the condominium properties during the move, the moving company and/or the Unit Owner will be held responsible for the damages incurred.

XIII. SPEED LIMIT

The speed limit on the property grounds is fifteen (15) miles per hour.

XIV. LARGE EVENTS

A Unit Owner who desires to conduct an event on the condominium property (including both general common and limited common elements) that would attract a large number of individuals and/or vehicles, must obtain prior written approval from the Board. A written request for such approval must be submitted to the Management Company at least thirty (30) days in advance of the proposed event. Examples of such an event covered by these guidelines would include but are not limited to an estate sale or an open party. When requesting approval for an event, specific details about the proposed event must be clearly outlined and detailed. Yard sales and garage sales are not permitted in the community. The Board will consider the request in relation to the earlier stated restriction in these Rules that on-street parking is not permitted on the Condominium property. This restriction, combined with the limited number of Visitor parking spaces and the narrow streets with small turn-around areas, will also be factored into any such request.

RULES AND REGULATIONS

JUNE 24, 2021

XV. NOTIFICATION OF NON-COMPLIANCE AND DUE PROCESS HEARING

A. Step One – Non-Compliance Notification

Step One procedures are used when non-compliance is typically a first time offense. The Management Company will send a letter to the Unit Owner outlining the nature of the non-compliance and give the Unit Owner a reasonable timeframe to correct the violation(s), or to submit a plan to rectify the violation. This notification will also provide steps for correction of the violation.

B. Step Two – Notice of Due Process Hearing

Step Two is the “*Notice of Due Process Hearing*” procedure used when non-compliance is a repeated offense, and/or if the Unit Owner has failed to comply with the Rules after having been sent the notification in accordance with Step One. Under Step Two procedures, and in accordance with the Code of Virginia, Section 55-79.802, and as amended from time to time, the Unit Owner will receive a second notice of non-compliance by certified mail receipt requested, giving the Unit Owner a final deadline of fourteen (14) days from receipt of the letter to correct a violation. This notice will also set a date for a Due Process Hearing with the Board. Such notice will outline the rights and responsibilities of the Unit Owner, as well as all possible sanctions as stipulated by the Code of Virginia.

C. Results of Hearing for Non-Compliance

A Unit Owner that is found in violation of community Rules shall be considered *Not in Good Standing*, consequences of which will include, but may not be limited to the following as set forth in these rules and as provided in the Code of Virginia in its current form, and as amended.

D. Charges

A charge may be assessed against a Unit Owner for non-compliance with the Rules, the Condominium’s Bylaws and as prescribed in the Condominium Act, for which Unit Owners of record are responsible.

1. For a single instance of non-compliance, up to fifty dollars \$50.00
2. For continuous non-compliance, ten dollars \$10.00 per day or until the violation is corrected, up to ninety (90) days.

Charges may be assessed from the date of the due process hearing forward, with the hearing results being sent via registered letter or hand delivery within seven (7) days of the hearing date.

E. Other Sanctions

If a Unit Owner is found in violation of the Rules and deemed *Not in Good Standing*, ownership privileges may be suspended as outlined in the Code of Virginia. Such privileges may affect voting rights, ability to serve on the Board or volunteer committees, parking within the community and common supplied utilities (water and sewerage service).

RULES AND REGULATIONS

June 24, 2021

APPENDIX A – Page 1

UNIT OWNER RESPONSIBILITY REFERENCE GUIDE

This is intended to be a quick reference guide for Unit Owners to assist them in determining who is responsible for maintaining, painting and/or cleaning various items associated with and/or attached to their unit. Specific details about responsibilities are provided in the Rules and Regulations (Rules), for which this guide serves as an Appendix. Interior items are the responsibility of the Unit Owner. Exterior Unit Owner responsibilities are listed below. If not listed, the item is the responsibility of the Association. Problems or issues with items not listed, below should be reported to the Management Company. Finally, the Management Company will not recommend a specific contractor, however, may be able to provide a list of contractors who may be contacted for possible assistance in taking care of Unit Owner responsibilities.

Unit Owner Responsibilities:

- Exterior Doors/Trim: front, patio, garage and storm door (if installed) and trim to include painting - see painting information on Page 2 – Appendix A
- Windows: frames, glass panes, caulking, trim, screens, transoms and door sidelights
- Front door ornaments: knockers, kick plates, peepholes, etc.
- Garage door openers
- Doorbells
- Awnings (if installed)
- External light fixtures/bulbs/outlets: The light fixture and electrical outlet at the rear of the unit are the Owner's responsibility. Bulb replacement in all exterior fixtures (front and rear) is an Owner responsibility. However, the light fixtures at the front of the unit belong to the Association so that a consistent appearance will be maintained throughout the community.
- Hurricane shutters (if installed)
- HVAC equipment to include electrical components, wiring and condensate drain pipes. Condensate pipes must be properly installed so drainage does not flow or pool in adjacent or common areas.
- Verizon and/or Cox cable wiring and equipment
- Attic vent fans
- Water supply line from unit out to and including shutoff valve at street connection
- Water faucets, exterior front and back
- Sewer/waste pipes from unit out to street connection
- Natural gas supply line, from meter (into and throughout the unit)
- Porch, walkway and driveway: maintain free of debris, stains and snow/ice
- Backyard: all items, including fallen leaves and tree branches (particularly those installed and/or planted by the Unit Owner or previous Unit Owners), except for grass mowing which is provided by the Association
- Seasonal plantings in front or side bed, as authorized by the Landscape Committee
- Pest removal, e.g., wasps, bees, ants and other vermin

RULES AND REGULATIONS

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APPENDIX A – Page 2

- Vinyl fences/gates - The Association will have the fences/gates cleaned at least once every year. However, cleaning of fences/gates as desired/needed by the Unit Owner is allowed, at the expense of the Owner. For light cleaning, the vinyl fences may be cleaned as follows: First, spray with water and wipe with a soft cloth. For more stubborn dirt/stains/marks, clean with Dawn or Soft Scrub and water - using a soft cloth, spray, wipe and rinse with water. To protect the vinyl finish, **do not** use anything abrasive on the fences. If the fence cannot be cleaned by either method above, contact a professional company with experience in cleaning vinyl fences to clean the fence.

Paint Colors: Unit Owners must use the approved paints for maintaining exterior doors and trim. Approved paints are available at the Spectrum Paint (Benjamin Moore dealer), 1940 Laskin Rd., Suite 307, Virginia Beach, VA 23454. (757-417-7550). When purchasing, ask the sales associate to give you the custom mixed paint that has been approved for the Royal Court Condominium Association. This store maintains the formula for mixing the approved paints in their data base.

ROYAL COURT CONDOMINIUM ASSOCIATION

APPLICATION FOR ARCHITECTURAL/LANDSCAPE REVIEW

**Decision will be made within (forty-five) 45 days of receipt of this Application
Work cannot start until the Board provides approval in writing**

Date: _____

Owner/s: _____

Address: _____

Telephone: (H): _____ (Cell): _____

E-Mail: _____

In accordance with the Declaration, By-Laws and Rules and Regulations, I/we are requesting approval for the following described alteration/change/addition:

Detailed description of alteration/change/addition you wish to make (hereinafter “Project”)

The RCCA Board cannot process the application without full and complete description of the style of the item(s) to install or change. Provide pictures if the item is not on the approved list of fixtures.

Provide as much information as applicable:

1. Plans and specification including type of materials to be used.
2. Survey, Site Plan or Plot Plan showing location of addition/change/alteration in relation to existing structures (if applicable).
3. Description of addition or change with illustrations of any new or replacement components such as windows, doors, lighting, gutters, etc.
4. Contractor name, contact information, insurance certificate and Virginia Contractor's license number.
5. Copy of Building and Zoning Permits from City (if applicable).
6. Photographs/Drawings of the Project.
7. Other (please describe).

Applicant/s hereby agrees that Applicant/s shall perform and provide all of the following:

1. Proof that you have contracted with the current RCCA Irrigation Contractor (no other contractor may be used) to mark lines and address any changes or possible issues to the operation, maintenance and repair of the irrigation system as necessitated by this alteration/change/addition project (hereinafter Project). I/we also understand that should the irrigation system be affected in any way by this Project that, as the Unit Owner, I/we am/are responsible for reimbursing the Association for repairs. Whenever the Unit is sold in the future, the current Unit owner shall disclose this application and final approval of the project to the purchaser and a statement in this regard shall be attached to any resale certificate issued.
2. Confirmation of understanding that the Project has a minimum of one foot (1') of clearance away from vinyl fencing/gates (with the exception of removable paver aprons at gates) and that absolutely nothing may be hung from, attached to, or drilled through the vinyl fencing/gates. Should any damage occur to the vinyl fencing/gates during this Project, I/we am/are responsible for reimbursing the Association for any repairs. I/we also understand that in the future, should the Association require repairs to the fences/gates, I/we am/are responsible for the cost of repairs or removal and replacement of all decking material, pavers, etc. that were part of the Project. Whenever the Unit is sold in the future, the current Unit owner shall disclose this application and final approval of the project to the purchaser and a statement in this regard shall be attached to any resale certificate issued
3. Confirmation of understanding that the Project may cover or otherwise impact irrigation and/or utility lines/cables (power, gas, water and communication). I/we shall contact Miss Utility to mark utility lines prior to any work being done. I/we understand that should current RCCA Irrigation Contractor, Dominion Energy, Virginia Natural Gas, Cox or Verizon etc. (hereinafter Utility) lines be damaged or affected in any way during this Project, **that I/we are responsible for reimbursing the Association for the cost of repairs.** I/we understand that should any Utility need to access those lines in the future, the Association will not be responsible for the cost of any removal, repairs or replacement resulting from that work to your Project to include but not limited to all decking material, pavers, labor, etc. I/we also understand that in the future, should the Association require repair to a Utility, I/we am/are responsible for the cost of removal and repairs or replacement of all decking material, pavers, etc. that were part of the Project. Whenever the Unit is sold in the future, the current Unit owner shall disclose this application and final approval of the project to the purchaser and a statement in this regard shall be attached to any resale certificate issued.
4. The rodent bait stations and ground termite inserts shall not be tampered with or removed at any time. Should these items be removed or covered over, I/we understand that I/we am/are responsible for reimbursing the Association for the cost of replacement of these items.
5. Pre-approval is required for use of a dumpster for period of 48 hours.
6. Immediate neighbors will be notified of Project start date.

I/we understand that **written approval** must be received **prior** to beginning the subject Project and that approval by the RCCA Board does not release our obligation to ensure that the Project is in compliance with the applicable regulations for the City of Virginia Beach.

_____ **(initial here)** This approval remains valid for four (4) months from the date of approval by the RCCA Board. If work has not begun within that timeframe, the approval is automatically withdrawn and a new application must be submitted.

Signature

Signature

Date Complete Application Received by Management: _____/_____/_____.

Date Application forwarded to the RCCA BOARD: _____/_____/_____.

Approved by Board of Directors: _____/_____/_____.

By _____ Authorized Officer

ROYAL COURT CONDOMINIUM ASSOCIATION

Pet Registration Form

The following are the guidelines for registering a pet.

Only one pet per condominium unit is permitted and authorized only after it is registered with the Management Company and approved in writing by the Board. A Unit Owner or resident who desires to have a pet must send a request for pet approval to the Management Company in advance of moving that pet into the condominium community. This form should be used for this purpose.

In addition to registering and obtaining the required approval, the Unit Owner, resident or tenant must comply with the following requirements:

1. The pet must be kept on a leash (or in a pet carrier or cage) at all times when taken to or from the unit. Pets are not allowed to run loose in the community at any time.
2. The pet must be licensed and vaccinated as required by law.
3. Unit Owners, residents, tenants and their guests are responsible for the immediate cleanup of pet feces, including the Unit Owner or tenant's backyard.
4. Damage done to the grounds, building, or fence caused by a pet will be the responsibility of the Unit Owner.

The pet must not become a nuisance (create noise, odors, messes, cause damage, etc.) to other Unit Owners. Upon receipt of a nuisance complaint, the Management Company will issue the Unit Owner an initial warning. If the pet continues to be a nuisance, the Board may take further action, up to, and including the withdrawal of the pet approval and require that the pet be removed from the condominium.

This Board must approve any variation from the above requirements in advance.

ROYAL COURT CONDOMINIUM ASSOCIATION

Pet Registration Form

OWNER'S NAME: _____

UNIT ADDRESS: _____

EMAIL: _____

PHONE: (H) _____ (W) _____ (C) _____

MY PET IS A: DOG _____ CAT _____

NAME OF PET: _____

DESCRIPTION: (weight, breed, coloring, distinguishing characteristics)

DATE OF RABIES VACCINATION: ____/____/____

CITY LICENSE NUMBER & DATE: ____/____/____

I HAVE READ THE RULES AND REGULATIONS OF THE ASSOCIATION PERTAINING TO PET OWNERSHIP (**ONLY ONE PET ALLOWED**) AND THEIR RESIDENCE IN THE COMMUNITY AND I, AS WELL AS ALL MEMBERS OF MY HOUSEHOLD, AGREE TO COMPLY WITH THESE RULES AND REGULATIONS.

Signature _____

Date ____/____/____