

WATERS RIDGE CONDOMINIUM ASSOCIATION
AMENDED RULES AND REGULATIONS

All use of the property of Waters Ridge Condominium shall be in accordance with the provisions of the Declaration of Condominium; Articles of Incorporation; Bylaws; and these Rules and Regulations. The following Rules and Regulations proceed from Article 5 of the Declaration and replace the Amended Rules and Regulations dated January 21, 1997, which replaced the original Rules and Regulations established by the Declarant and 55 79.80 (b1) of the Code of Virginia.

As set forth in the Amended Rules and Regulations dated January 21, 1997, the Board of Directors is authorized to amend the Rules and Regulations, provided that the amendments are voted upon by the membership at the next membership meeting. Any amendments by the Board of Directors shall be effective on the date approved by the Board of Directors. *Amendments adopted November 18, 2015, approved at January 19, 2016, membership meeting. Amendments adopted September 20, 2017, approved at January 16, 2018, membership meeting. Amendments adopted May 16 and December 5, 2018, and September 18 and December 12, 2019, approved at January 21, 2021, membership meeting.*

SECTION 1. Payment of Assessments

A. All payments are due on the first of each month. All payments must be by check, money order, or credit card.

B. Payments received after the 10th of the month will be assessed a late fee of \$25.00.

C. There is a fee equivalent to the amount charged to the Association for checks returned unpaid for any reason.

D. When legal action is taken to insure collection of delinquent assessments and related charges, Unit Owners against whom such action is taken shall be obligated to pay all legal fees including attorney's fees incurred, in addition to any amount in arrears, which may include late charges and returned check charges. The term "legal action" shall include referral of any delinquent action to an attorney.

E. In the event (i) of the failure of a Unit Owner to pay any assessment due hereunder for more than thirty days after the due date; (ii) any Unit Owner shall be or become insolvent or make an assignment for the benefit of creditors; or (iii) a petition is filed or any other proceeding is commenced under the Federal Bankruptcy Act or any state insolvency statute by or against any Unit Owner, the balance of installments due for the then current fiscal year shall immediately become due and payable. Interest at the highest rate permitted by law shall be charged on assessments more than 30 days past due.

F. Any sum assessed by the Association for the share of common expenses chargeable to any Condominium Unit and remaining unpaid for a period of thirty days or longer, shall constitute a lien on such Condominium Unit when filed of record in accordance with the Condominium Act.

SECTION 2. Parking

Parking at Waters Ridge is at the sole risk of the vehicle owner. All homeowners, residents, and guests must abide by all parking and parking space regulations as posted, or as indicated by the rules contained herein.

A. Each unit in our community will be issued two numbered parking tags. Each unit will also be assigned one numbered parking space. Tags are to be placed on the rearview mirror of all cars and trucks and on the handlebar assembly of motorcycles in full view of anyone walking by. These regulations are in compliance with the City of Newport News Code Governing Motor Vehicles and Traffic (Chapter 26, Sections 26-16.1 through 26-17.9). The parking regulations are as follows:

1. Vehicles with a numbered tag shall park in the corresponding numbered assigned space. Except for spaces marked Visitor, all Resident Parking Only spaces are for vehicles displaying a Waters Ridge resident numbered parking tag.
2. All parking shall be in marked (lined) spaces only.
3. There will be a \$35.00 charge for a replacement of each tag without submittal of an identifiable part (including tag number) of the old tag.
4. Unit Owners leasing their units must be in compliance with all regulations governing leasing prior to the issuance of tags to their renters.
5. Visitor parking will be marked "Visitor" and is allowed in the following areas:
 - a. Parking lot adjacent to the clubhouse.
 - b. Center isle spaces in the lot adjacent to the units 201-209 Misty Point Lane. These spaces will be marked "Visitor".
 - c. Excess spaces marked "Visitor" on areas of Bridgewater Drive.
 - d. Ancillary parking area on Bridgewater Drive next to mailboxes.

B. Each homeowner/resident shall maintain adequate and valid vehicle insurance against loss and damage.

C. No vehicles may be parked along roadways or curbs or so as to block sidewalks, access to other vehicles, encroach upon fire lanes, lawns, or landscaping, or park in a manner that is contrary to safety or impinges upon the rights of other homeowners.

D. The parking spaces are for licensed, operative vehicles used for everyday transportation. Vehicles in excess of 5000 pounds may not be parked overnight and are permitted on the property only for maintenance, delivery, and emergency purposes between the hours of dawn and dusk.

E. No trailer, commercial truck, camper, house trailer, boat or equivalent may be parked except for a period of less than 24 hours for loading or unloading. No commercial vehicle will be allowed to park at Waters Ridge Condominium unless it is being used in the performance of work on association or resident's property.

Definition of commercial vehicle is: A commercial vehicle is one which is used to transport and/or store on the vehicle exterior, tools, ladders, and/or materials with which to perform work. Station

wagons, passenger vans, etc., which carry interior storage of tools of the trade are exempt. Commercial identification on exterior of any vehicle must be professionally presented. Three dimensional signs or logos are prohibited. All vehicles must fit, both length and width, in the line spaces provided for parking. Vehicles over one ton weight carrying capacity are prohibited.

F. All vehicles shall display current registration and, if required, an inspection sticker, and be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

G. No major repairs or mechanical servicing of vehicles is permitted, except in an emergency. No vehicles will be raised or left on blocks. Vehicles may be raised to change a flat tire, but in no case will the vehicle be left unattended while it is raised.

H. Motorcycles and other two-wheel vehicles should attempt to park in such a way that they do not preclude the use of a space by an automobile, but in no event should they park on the sidewalk, lawn, deck or other inappropriate area.

I. All vehicles using a stand for support (such as a motorcycle or automobile supported by a jack stand) shall require a load-bearing pad beneath the stand that would prevent the stand from puncturing, scarring or otherwise damaging the parking lot surface. Offenders will be held financially responsible for any damage.

J. No boats, boat trailers, campers, or Recreation Vehicles are permitted to be kept on the property, except in such areas as may be specifically designated for that purpose.

K. Violation of any of these Rules and Regulations may result in the towing of the vehicle at the expense of the vehicle owner.

SECTION 3. Solicitors

Solicitors or solicitation of any kind is not permitted at Waters Ridge regardless of purpose unless the Board of Directors grants prior written permission.

SECTION 4. Alterations to Buildings

A. Requests for exterior alterations and interior structure changes must be submitted to the Board of Directors or Managing Agent for approval prior to commencement. The right is reserved to require any non-approved alterations to be returned to their original state at owner's expense if the proper approval was not obtained. Individual Unit Owners will be responsible for any damage to Common Elements or adjoining units resulting from problems stemming from any alteration. In the event of damage to adjacent units or Common Elements covered by condominium insurance, Condominium By-Laws and established precedent require that the Unit Owner be responsible for the deductible component of said insurance. Notwithstanding any of the above, all plumbing or electrical alterations must be performed by licensed and insured tradesmen. No interior walls may be removed or substantially altered without an engineer's certification that the wall is not load bearing and will not impact adjoining units or the structure in any way.

B. No improvements (including painting or landscaping) may be constructed on or alterations made to, the exterior of the building or to General and Limited Common Elements or on the property without submission of an Architectural Review Application along with a precise

description and images of the proposed improvement and the prior written consent of the Board of Directors. Such prohibited improvements shall include, but not be limited to, any additional or replacement buildings, terraces, patios, decks, sidewalks, driveways, walls, fences, trellises, awnings, gutters, windows, doors, screens, shutters, enclosing of patios or balconies, light fixtures, and external wiring. Exceptions to the Architectural Review Application requirement: replacement of window glass and screens in original frames with comparable type of glass and screening; painting of exterior doors with Benjamin Moore "Penny" (shed doors may be painted to match building trim).

C. Antennas designed to receive direct broadcast satellite service, video programming services and local television broadcast signals are permitted within individual units and Limited Common Elements appurtenant to individual units (including rear decks but not attic space, roofs or exterior walls). Dish antennas are limited to one meter (39.37 inches) in diameter and should be positioned, on rear decks only, to limit visibility from General Common Elements. Installation of over-the-air reception devices on decks and porches for other purposes is subject to approval of the Board of Directors. Residents may not install over-the-air reception devices in General Common Elements or Limited Common Elements not designated for the exclusive use of an individual unit.

D. The Managing Agent and/or the Board of Directors will periodically survey the property for compliance with the architectural standards.

SECTION 5. Building Exteriors

A. No laundry, clothing, rugs, vehicle covers or other items are to be hung upon the exterior of any building, except for items described in section (E) below. No clothesline, clothes racks or any other devices may be used to hang or support such items so as to be visible from the exterior of any building. Included in the term "building" are porch and deck railings, siding, and deck enclosures.

B. Throwing any trash, except leaves or tree debris, from the decks, windows, or doors is not permitted at any time and is subject to charges.

C. No vine or growth is permitted to be attached to any deck or porch area. Plants, however, may be hung if contained in a neat and properly maintained hanging basket or pot. Potted plants are permitted on the deck or porch but must not interfere with lawn maintenance.

D. House numbers cannot be modified. Only small, discreet and color-conforming Welcome signs are permitted on the front door or frame area.

E. Ornamental Decorations

1. One decorative wreath may be placed on the exterior of a unit's entrance door. All wreaths must be in good condition (not faded or torn).

2. The Unit Owner is solely responsible for any damages to the building caused by any type of decoration placed on their unit. Decorations may not be attached to vinyl siding.

3. Installation of lights or decorations on General Common Elements by individual residents is not allowed.

4. Beginning Thanksgiving Day and ending the following January 15, lights, lighted garland and bows may be displayed on the railings of the front porch or rear deck(s). Lights, garland and bows must be secured. Lights and decorations will be in good taste and may not disturb other residents. (No music or speech may be broadcast outside individual units.) No lights will be installed along the roofline. Any complaints over lighting will be brought to the Board of Directors or Managing Agent.

5. One U. S. flag or one ornamental/seasonal flag may be flown. All flags must be mounted and flown from an appropriate flag bracket attached to the deck railing or exterior trim. All flags must be in good condition (not faded or torn).

SECTION 6. Porches and Decks

A. Unit porches, balconies, decks and connected steps will be maintained in a safe condition and must be kept clean and free of objects and clutter that detract from the appearance of the General Common Elements. Porches, balconies and decks are not to be used for storage. Items such as bicycles, toys or garden equipment may be stored under decks, as long as they are not visible from the General Common Elements. Deck furniture, umbrellas and other deck accessories must be in good condition and not present an unsightly appearance as viewed from the General Common Elements. No gasoline or other hazardous substance may be stored in any portion of a unit, the attached shed or in the Limited Common Elements.

B. Unit owners are responsible for the repair and washing and sealing of porches, balconies, decks and steps when needed. Prior to applying paint or stain, which should be compatible with the brown color of roofs and gutters, owners must submit an Architectural Review Application with the name and a sample of the color they wish to use.

C. Garden Hoses.

1. Garden hoses owned by residents must be coiled and hung on side water faucet or coiled and stored behind shrubbery or under the front porch.

2. Garden hose racks may not be attached to vinyl siding.

D. Firewood.

1. Firewood may be stored under or on the rear deck of each unit during the months of September through May. So as not to damage the deck supports, the amount of firewood must be limited to 1/4 of a cord, which measures 2' x 4' x 4'. Wood must be stacked on a firewood rack or placed upon 2' x 4' boards, but not directly on the balcony decking. Wood must not be stacked against the building, including the foundation, at any time.

2. Firewood storage is not permitted on or beneath the front porch, or in the parking lot.

E. Open-Flame Cooking Devices: All open-flame cooking devices and or liquefied-petroleum-gas-fueled cooking devices that exceed the nominal one pound (0.454 KG) are prohibited from being used or stored within 10 feet of combustible construction. Charcoal and wood-burning grills and fire pits are not allowed at any time on decks.

SECTION 7. Trash

A. All trash must be placed in the dumpsters.

B. Trash containers, boxes, bags, etc., may not be left outside or leaning against the dumpsters. The charge for leaving trash outside of the dumpsters will be equivalent to the cost of cleanup in accordance with Section 7.2 of the Declaration. NOTE: The trash pickup crews only empty the dumpsters. They do not touch or remove anything else outside the dumpsters.

C. The dumpster door must be closed after depositing trash.

D. Large articles (mattresses, appliances, furniture, etc.) too large for the dumpster may be picked up by calling the Managing Agent for special pickup. There is a charge to the homeowner for pickup, since Waters Ridge is a private community. Leaving large articles outside of the dumpsters is a violation of these Rules and Regulations and will be enforced as set forth in Section 14 and 15 and additionally, the Board of Directors may assess the cost of removal in accordance with Section 7.2 of the Declaration.

E. Care must be exercised in disposing fireplace ashes. The Unit Owner or tenant is responsible for ensuring that fireplace ashes are no longer capable of becoming flammable or causing other materials to catch fire. There must be a minimum 24-hour cooling-off period before disposal.

SECTION 8. Windows and Coverings

A. All permanent window treatments must be installed within 45 days of occupancy. The side of all window coverings within all Units, including shades, blinds, drapes or other decorative furnishing, which face the exterior of the building and are visible from the General Common Elements, shall be white or off white, light beige or light gray and must be in good condition.

B. Residents are required to provide conforming color window treatments for all windows or glass doors that are visible from the common elements. The material used must be a curtain, drape, blind, shade or other type of material specifically made to be a window covering.

C. Windows with broken seals, resulting in a clouding of the window that are visible from the Common Elements, must be repaired within 60 days of notice. Damaged screens that include bent or damaged screen frames, screens with rips and tears that are visible from the Common Elements must be repaired within 30 days of notice. Replacement of entire windows and screens, including frames, requires submission of an Architectural Review Application. An ARA is not required for replacement of window glass and screens in original frames with comparable type of glass and screening.

SECTION 9. Signs

A. No "For Rent" signs or advertisements, notice or other lettering, painting or bric-a-brac shall be exhibited, inscribed, painted or affixed on any part of the outside of a building or General and Limited Common Elements or in the windows of any unit.

B. A "For Sale" sign may be placed within a window of an individual Unit but not on any part of the outside of a building or General or Limited Common Element. The sign must be of professional quality and meet Virginia Real Estate Board guidelines. "For Sale" signs are restricted to windows and must be affixed with clear cellophane tape that is not visible from the street. "For Sale" signs are limited to one per Unit and must be removed no later than 72 hours after settlement.

SECTION 10. Pets

A. No more than two pets are permitted in any unit.

B. Dogs must be on a leash when outside. All pets must be under the owner's control when outside.

C. Pet owners are responsible for the prompt removal of all pet feces left by their pets on the Common grounds.

D. No pet may be kept, tied or penned on a patio, deck or otherwise on the grounds unattended.

E. No pet shall be permitted to bark, howl, or make other loud noises for such a time as it disturbs any resident's rest or peaceful enjoyment of their home or common area.

F. No dog with an aggressive history is permitted at Waters Ridge.

G. In addition to the charges permitted by Section 14 or 15 for violations, the Association may also seek the removal of any pets permitted by the Unit Owner or tenant to violate these Rules and Regulations.

SECTION 11. Noise and/or Obnoxious, Offensive Activity

A. All persons shall reduce noise levels between the hours of 11:00 p.m. and 8:00 a.m. so that occupants of units will not be disturbed. Unnecessary noises shall be avoided at all times.

B. Activities such as organized sports (for example, football, basketball, soccer) and use of individual wheeled recreational devices (for example, roller blades, skateboards, long boards, motorized scooters) are prohibited in all roadways and parking areas that are intended for vehicle and pedestrian traffic only.

C. No obnoxious or offensive activity shall be carried on or upon any part of the condominium nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Unit Owner of his Condominium Unit or which shall in any way increase the rate of insurance carried by the Association for the benefit of the Unit Owners.

SECTION 12. Leasing

No Unit Owner may lease his Condominium Unit except in accordance with the following provisions:

1. No Unit Owner shall lease his Condominium Unit for a period of less than three (3) months.

2. No Unit Owner shall lease his Condominium Unit except for residential purposes. Each unit may be occupied by only one family or a maximum of one person per bedroom for unrelated persons.

3. No Unit Owner shall lease his Condominium Unit unless at least one of the Lessees who will actually occupy the Unit is over the age of 21 years.

4. Prior to the effective date of such lease, the Unit Owner-Lessor shall furnish the Board of Directors or Managing Agent a completed resident information sheet (form), a complete list of all Lessees, occupants or guests authorized to use the Condominium Unit in the Unit Owner-Lessor's absence, indicating the exact period of time during which such persons will be so authorized. Lessor is responsible for transferring the two numbered parking tags assigned to the Unit to the Lessee and retrieving them at the end of the Lease.

5. A Condominium Unit shall be deemed leased by a Unit Owner for purposes of these Rules and Regulations whenever it is occupied by a third party not a member of the Unit Owner's family, unless the Unit Owner is also occupying such unit.

6. The Lessor of any Condominium Unit shall be responsible for damages to the Common Elements, an adjoining Condominium Unit, or any other property comprising the Condominium caused by a Lessee, as well as responsible for legal fees, court costs, or other costs incurred by the Association in removing a Lessee.

7. Except as otherwise provided herein, such lease must be consistent with the Declaration, By-Laws and these Rules and Regulations, as the same may be amended from time to time. All leases shall be in writing and shall contain at least the following provisions:

a. The Lessee agrees to comply with the Declaration, By-Laws, and these Rules and Regulations as the same may be amended from time to time; and the Unit Owner provides a signed statement by the tenant/occupant to that effect to the Board of Directors or Managing Agent.

b. That a copy of these Rules and Regulations be appended to the Lease.

c. If the Lessee fails to comply with the provisions of the Declaration, By-Laws or these Rules and Regulations, the Board of Directors shall have the power (including Power of Attorney to act on behalf of the Unit Owner) to terminate such Lease, and/or bring summary proceedings to evict the Lessee in the name of the Unit Owner-Lessor. As between the Unit Owner and the Lessee, any costs incurred therein, including reasonable attorney's fees, shall be borne by the Lessee.

d. The Lease may not be modified, amended or assigned without prior written consent of the Board of Directors.

e. The Lessee shall not sublet the premises or any part thereof without prior written consent of the Board of Directors.

8. A copy of all Leases with the rent amount deleted shall be delivered to the Board of Directors or Managing Agent, to be kept in the Board's records by Managing Agent. Leases made in violation of these provisions shall be voidable at the option of the Board of Directors. Each Unit Owner-Lessor hereby authorizes the officers and each member of the Board of Directors (and

hereby appoint each officer and director as his attorney-in-fact) to institute legal proceedings to evict, for cause, any Lessee, in the name of the Unit Owner-Lessor.

9. A copy of the current Rules and Regulations must be attached as a part of the Lease and signed by the Lessor and Lessee.

10. Any violations of the Rules and Regulations regarding leasing is subject to enforcement as set forth in Section 14 and 15.

SECTION 13. Swimming Pool Rules

1. The swimming pool is available for use during posted hours of operation by residents of Waters Ridge units in good standing. The pool may not be used outside hours of operation or for private events.

2. The pool may be closed in the event of bad weather or mechanical problems in the pool system. The pool area must be vacated during electrical storms.

3. Pool patrons must present their pass to the lifeguard when entering the pool area and sign the pool register. Replacement and new passes will be issued at a cost of \$5.00 per pass.

4. Each resident (family) is permitted to have no more than four (4) guests at a time. GUESTS MUST BE ACCOMPANIED BY A RESIDENT.

5. Smoking is not permitted inside the fenced area.

6. For safety and supervision children under the age of twelve (12) must be accompanied AT ALL TIMES by an adult (age 18 or over).

7. Only persons who can demonstrate their swimming ability to the lifeguard's satisfaction will be permitted in deep water.

8. The use of kick-boards, inner tubes, inflatable floats, water wings and balls will be governed by the lifeguard, based on the number of swimmers in the pool and any safety concerns.

9. No glass containers are permitted at poolside.

10. The lifeguard is responsible for discipline in the pool area and may eject anyone who fails to act in a responsible manner.

11. Proper swimming attire must be worn in the pool area.

12. Pets or other animals are not allowed in the pool area.

13. Any situation not specifically addressed in these rules will be handled by the lifeguard or Managing Agent.

14. Everyone will exit the pool when the lifeguard is on break or not in the pool area inside the fence. Failure to exit the pool when told to by the lifeguard will constitute revocation of pool privileges.

15. Violations of these Rules and Regulations will constitute revocation of pool privileges.

SECTION 14. Clubhouse Rental

The clubhouse (but not the swimming pool) may be reserved by Waters Ridge unit owners in good standing for private events. Owners who wish to reserve the clubhouse should contact the property manager to determine availability and must complete the Waters Ridge Clubhouse Reservation Request and Rental Agreement. A \$25.00 non-refundable rental fee and a \$150.00 refundable security deposit are required.

SECTION 15. Violations

When violations of the Rules and Regulations are reported to either the Board of Directors or the Managing Agent, the Managing Agent will investigate and attempt to resolve the complaint and report the findings to the Board of Directors. The Board of Directors will decide what action is appropriate by majority vote and will notify the offender in writing through the Managing Agent. Any member of the Board of Directors or Managing Agent has the authority to enforce all Rules and Regulations. Complaints against offenders may be written or telephoned to the Managing Agent. Complaints will be handled discreetly and in a manner in which the identity of the complainant will not be disclosed without their permission.

SECTION 16. Assessment of Charges

A. On behalf of the Association, the Board of Directors shall have the power to assess charges against any unit owner for any violation of the condominium instruments or of these Rules and Regulations for which such Unit Owner or his family members, tenants, guests, or other invitees are responsible. Before any such charges may be assessed, the Unit Owner shall be given written notice of the violation and an opportunity to be heard and to be represented by counsel before the Board of Directors, which shall decide by a majority vote of its members participating in such Hearing; which shall be no less than a quorum, the existence or occurrence of the violation alleged, and if such be found to have existed or occurred, the amount of any charges to be assessed therefor. The Hearing shall be conducted without the application of the ordinary rules of evidence with the Board of Directors empowered to consider any relevant testimonial, documentary, or demonstrative evidence that it considers reasonably reliable. Notice of such hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified US mail, return receipt requested, to such Unit Owner at the address or addresses required for notices of meetings. The amount of any charges so assessed shall not exceed FIFTY DOLLARS (\$50.00) for a single offense, or TEN DOLLARS (\$10.00) a day for NINETY (90) days for any offense of a continuing nature and such assessment shall be treated as an assessment against Unit Owner's condominium unit. The Unit Owner shall be provided with the results of the Hearing in writing within seven (7) days of the decision. Notice of the Hearing and of the results shall be in accordance with the requirements of Va. Code Ann. Section 55-79.80:2.

B. Rehearing is in the sole discretion of a majority of the Board of Directors. A Unit Owner against whom an assessment has been found under this section may be granted a Rehearing for good cause upon written request submitted in writing by such Unit Owner to the Board of Directors or the Managing Agent of the Association within ten (10) days following the date upon which such assessment was decided. Such written request shall contain a brief statement of the reasons for the existence of good cause to grant such Rehearing.

SECTION 17. Amendments and Suggestions

A. These Rules and Regulations may be amended by the Board of Directors and voted upon by the membership at the next annual meeting or special meeting called for that purpose.

B. Suggestions to improve the Rules and Regulations are encouraged, and should be submitted to the Board of Directors in writing.

C. Rules and Regulations imposed by resolution at a regular Board of Directors meeting will have the effect of adoption until voted upon by the membership at the next membership meeting.