

EXHIBIT IV

**WESTWOOD VILLAGE AT CHARTER COLONY,  
A CONDOMINIUM**

**RULES AND REGULATIONS**

These Rules and Regulations have been adopted to expand upon and detail the information found in the Condominium Declaration and Bylaws under which Westwood Village at Charter Colony, A Condominium, operates. All residents are required to comply with these Rules and Regulations so that the Condominium will remain an attractive and harmonious place to live.

These Rules and Regulations shall apply to each homeowner and their family, guests, employees, agents and lessees. Homeowners shall be responsible for the actions of such family, guests, employees, agents and lessees.

In the event of an alleged violation, the homeowner may be called to a due process hearing which may result in the homeowner being assessed a fee for non-compliance with the Governing Documents which includes these Rules and Regulations. Please refer to Section 10 below for the non-compliance fee.

**1. Pets**

- 1.1 Only common household pets, not bred or maintained for commercial purposes, shall be housed in any home without prior written permission being granted by the Board of Directors. Each home is limited to 2 pets and no exotic pets are allowed on the premises.
- 1.2 When outdoors, all pets shall be on a leash and supervised by a responsible individual; at all times. No pet shall be tethered outside in the lawn, on a balcony or patio, or any Common Element.
- 1.3 Pets are not to be left alone on patios or balconies while residents are not at home.
- 1.4 To protect the aesthetics of the entrance of the buildings and to keep pet waste from damaging the sod, dog owners are to walk pets away from the front of the buildings and/or out the rear doors. No pet waste is permitted within 10 feet of the building.
- 1.5 Pets, when in the common areas, must remain under an individual's command and be maintained on a leash. Such individuals shall be responsible for the immediate cleanup of all pet litter which must be placed in sealed plastic bags and placed in the receptacles provided.
- 1.6 An owner who keeps a pet or whose family member or guest brings a pet onto the Condominium property shall be responsible for any damage or injury to persons or property to the extent caused by such pet. It is the pet owner's responsibility ensure any pet urine or feces is cleaned and removed from any common area including elevators. It is also the pet owner's responsibility to remove any defecation from walkways, entrances, and/or grounds.
- 1.7 Owners shall be responsible for compliance with all applicable Chesterfield County animal control ordinances
- 1.8 See section 5 regarding disposal of pet waste

## **2. Common Area and Limited Common Areas**

- 2.1 No alterations may be made to the common areas or limited common areas (including balconies, patios, landscaping, sidewalks and parking lots) without prior written approval of the Board of Directors.
- 2.2 All furnishings, artwork and décor items owned and installed by WWV COA in the common elements are not to be altered, added to, replaced, or removed without the written approval of the WWV Board of Directors.
- 2.3 Nothing may be attached or added to any part of the common or limited common area walls, floors, or ceilings that requires drilling, nailing, screwing, gluing, taping or in any way creates a permanent attachment. This includes, but is not limited to, material on a tension rod or pole, a clothes line, strung wire, antennas, satellite dishes, hanging curtains, material, blinds or similar apparatuses.
- 2.4 Satellite dishes must be approved by the WWV Board of Directors, or its designee, before installation and must comply with the WWV Board established rules. Refer to the WWV Satellite Dish Rules.
- 2.5 Residents are not permitted to use the closets in the common areas of the buildings for the storage of any personal property or personal items. The Westwood Village Association will designate one common area closet per building for storage of community holiday decorations only. Stored decorations cannot exceed 6 feet per order of the Fire Marshall. Any items found by the Board of Directors or the Property Manager in violation of the foregoing may be removed without any notice being required.
- 2.6 Window air conditioning units are not permitted.
- 2.7 Gas, charcoal, and propane are not permitted.
- 2.8 Propane, gasoline, or any other flammable liquid may not be stored anywhere on property (including individual units and limited common areas).
- 2.9 No owner shall place any item in or on the common element, including without limitation, items such as: furniture, artwork, any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, laundry poles or clotheslines. Any items found by the Board of Directors or the Property Manager to be existing in violation of the foregoing may be removed without any notice being required.
- 2.10 Nothing may be hung on or over any part of the building, terrace or balcony (including, but not limited to bird feeders, planters, laundry, swimsuits, towels, blankets, rugs and privacy screens).
- 2.11 All improvements, maintenance, and landscaping of the common elements shall be handled only by the Association. There are to be no plants, ornaments or materials including fertilizer added to the lawns or mulch beds.
- 2.12 The American Flag may be flown or displayed at any time following normal flag protocol. Flagpole holders may not be attached to the building.
- 2.13 In common limited areas, such as balconies, decks and patios, no items may extend beyond the railing, including but not limited to umbrellas and satellite dishes.
- 2.14 Balconies and decks may not be used as storage areas for items such as rubber containers, Bicycles, tools and similar items commonly stored in closets. Bird feeders are not allowed on or near any deck or balcony

and will only be provided throughout the property by the Association. No solid floor covering may be placed on either balconies or decks.

- 2.15 Damage to any Common areas including lights, doors, walls, signage are the responsibility of the homeowner to replace.

### **3. Individual Units**

- 3.1 Community Standards. While owners are responsible for maintaining their doors and windows, the result of any such maintenance must match the existing appearance as viewed from the common areas or the exterior of the building. If an owner's entry door is replaced, it must be a fire rated metal door approved by the Architectural Review Committee prior to installation.
- 3.2 Window Coverings. All window coverings and treatments visible from the outside of the Units shall be either standard white or off-white or draperies lined with white or off-white exterior linings. Window coverings must be kept in good repair.
- 3.3 For safety reasons and per the fire code, residents may not paint nor put any foreign substance on the sprinkler heads.
- 3.3.1 Residents may not tamper with, disable or otherwise disarm any fire or smoke alarm devices in individual units that are connected to the building fire and smoke alarm system. Any such tampering with, disabling or otherwise disarming will be subject to fines (see Fees for Violations #10) and any costs associated with or result from a violation of this Rule.
- 3.4 Leases.
- 3.4.1 In order to comply with rental limitations contained in the Governing Documents, homeowners may not lease their units without prior written approval of the Board of Directors.
- 3.4.2 Lease terms may not be less than six (6) months and owners must provide the Board of Directors a copy of the executed lease, including name and phone number(s) of the tenant(s) as well as the owner's forwarding address and phone number.
- 3.4.3 Tenants must comply with the Governing Documents of the Condominium which includes these Rules and Regulations.

### **4. Parking/Vehicles**

- 4.1 Recreational and Commercial Vehicles. No boats, camping trailers, motor homes, trucks (larger than a ¾ ton capacity pickup), moving trailers (e.g., "U-Haul" trailers), or any vehicle with commercial advertising may be parked within the community overnight. Commercial moving vans when conducting contract business, commercial trucks when in the area to perform service or repair work, and "U-Haul" trucks and trailers are authorized exceptions, but such exceptions are limited to a period not to exceed 48 hours. The Board reserves the right to determine the definition of a commercial vehicle.
- 4.2 Storage Containers. Owners must notify the property manager before the placement of any POD's or similar storage containers. POD's or similar storage containers may be placed in the community for 72 hours only and may not be placed in the parking lane directly in front of buildings. Owners are permitted one container only without written permission of the Board of Directors.

- 4.3 Resident and Guest Parking. All parking by residents or guests must be on a first-come first-serve basis, in parking spaces designated in the Limited Common Area. Vehicles parked in violation of these Rules and Regulations are subject to being towed at the expense of the resident whether or not the towed vehicle is owned by the resident or the resident's invitee. Overnight guests must park away from the building.
- 4.4 Inoperable Vehicles. Inoperable vehicles (with flat tires, expired license tags, etc.) or vehicles which cannot be identified as belonging to a resident or a resident's invitee, which are parked in the Limited Common Area for more than 48 consecutive hours may be towed off the premises at the owner's expense. No repair work is permitted on vehicles in the Limited Common Areas except for short-term emergency work (flat tire, battery charge, etc.).
- 4.5 Off-Road Use. No motorized vehicles, including without limitation motorcycles and mopeds, may be driven or used upon the Limited Common Areas (except for paved roads and parking areas) without the prior written consent of the Board of Directors.
- 4.6 No skateboarding, skating, or similar activities are allowed in the parking area, streets, sidewalks, or on any part of the Association Property.
- 4.7 Obstruction and Speed Limits. No vehicle shall be parked in any manner which blocks any street.
- 4.8 The speed limit within the Condominium complex is 14 MPH.
- 4.9 Reckless operation, "excessive speed", and parking on the lawn areas is prohibited.
- 4.10 Residents or guests are not allowed to wash vehicles or other property using Association water. This includes commercial car washing and detailing companies.
- 4.11 No vehicle shall be parked in such a manner as to impede ready access to fire lanes, sidewalks, access ramps, or other common areas.

## **5. Trash**

- 5.1 Disposal Areas. Trash placed outside an individual's unit may only be placed in designated trash collection areas.
- 5.2 Containers. Kitchen waste and other biodegradable material shall be placed in plastic bags or other sealed containers prior to disposal in order to reduce odors and the risk of pest infestations.
- 5.3 Dog Waste. All dog waste must be tied in plastic bags and placed outside in the designated pet waste containers.
- 5.4 Cat waste. All kitty litter must be tied in plastic bags and is to be disposed of in the closest outdoor regular trash cans only due to smell (not the designated outdoor dog waste containers or indoor trash areas). No loose kitty litter can be dumped into waste containers.
- 5.5 Cardboard Boxes. Cardboard boxes may be left in the trash collection areas but must first be broken down in order to facilitate removal.
- 5.6 Disposal of Large Items. HOA trash removal is only for normal household trash. Household bulk items are not permitted. This includes, but is not limited to furniture, mirrors, lamps, computers, TVs, electronics, small appliances, renovation materials (such as tile, lumber, fixtures, toilets, sinks), excess cat litter, pet

furniture, paintings, or other wall art, etc. Such items may not be left in the trash collection areas, in a common area, or at the trash compactor area. If they are, our trash removal service will surcharge the HOA a substantial fee for each incident.

- 5.7 Smoking Items. No trash or cigarette or cigar butts shall be discarded in or on the Association Property.
- 5.8 Unacceptable waste: per Chesterfield County waste disposal regulations, the following waste shall not be placed in trash collection areas or receptacles. Homeowners are responsible for appropriate disposal of these items:
- Ammunition
  - Asbestos
  - Automobiles/Boats - anything with a title
  - Contractor Construction and Demolition Debris
  - Dirt
  - Explosive Items
  - Fire Extinguishers
  - Flares
  - Lead
  - Medical waste (including syringes and needles that are not sealed in a strong plastic container),  
medicine, etc.
  - Oil-based paint
  - Over-sized Tires
  - Propane Tanks
  - Stumps
  - Tanks
- 5.9 Hazardous waste is prohibited in trash collection areas or receptacles. Including but not limited to:
- Acids
  - Aerosol Cans
  - Antifreeze
  - Auto Batteries
  - Compact Fluorescent Light Bulbs
  - Fluorescent Light Tubes

- Gasoline
- Oil Filters
- Paints
- Pesticides
- Solvents
- Thermostats
- Used Oil

Chesterfield County Waste Facilities accept the above hazardous waste with some limitations. See their website. Homeowners are responsible for appropriate disposal of these items. This list is provided only as a guide and should not be considered complete or exclusive of any other wastes that might be regulated or unacceptable for some other reason.

Beyond Chesterfield County Waste constraints, Westwood Village trash collection service is LIMITED exclusively to common and typical household soft kitchen and bathroom trash that can be safely packaged in a kitchen-size plastic trash bag with tie top. Also, all cardboard boxes must be broken down to flat for proper collection.

## **6. Noise**

Unnecessary loud noises are prohibited on Association property at all times. including but not limited to, playing loud music or making loud noises audible to others outside of the home or vehicle from which the music or noise is emanating. All residents and their invitees shall respect a “quiet time” and further reduce noise levels between the hours of 10:00PM and 8:00AM so that neighboring homeowners will not be disturbed.

## **7. Permitted Use**

*No obnoxious, offensive or illegal activity shall be conducted:*

- 7.1 Which shall in any way increase the rate of insurance carried by the Association for the benefit of the owners.
- 7.2 Which may be, or may become, an annoyance or nuisance to any owner or,
- 7.3 Which shall in any way interfere with the quiet enjoyment of any owner.

## **8. Other Restrictions**

- 8.1 Signs “For Rent” and “For Sale” signs or similar advertising, of a size no greater than two (2) feet by two (2) feet may be placed in the window by the unit owner. The owner shall be permitted to posting one such sign at any time. No real estate signs are permitted on any Common Element. This prohibition shall not apply to signs erected by or for the Declarant.
  - 8.1.1 Signs for security companies are limited to stickers in one front or rear window.
- 8.2 Solicitation and Yard Signs

- 8.2.1 Solicitation by commercial enterprises is not authorized within the Condominium complex.
- 8.2.2 No door-to-door solicitations are permitted. However, information for charitable purposes may be posted on building bulletin boards.
- 8.2.3 Yard sales and tag sales are specifically prohibited unless approved in advance in writing by the Board of Directors.

## **9. Holiday Decorations**

- 9.1 Decorations can be displayed 30 days prior to holidays and must be removed no later than 30 days after the holiday
- 9.2 Rules apply to decorations limited to the common area hallways, individual unit balcony/patio area, entry door to building, and individual unit entry door
- 9.3 Decorations should not impede the normal flow of traffic or emergency access or exit
- 9.4 Decorations are not permitted on the walls of any common area. Bulletin Boards may be decorated in such a manner as to not conceal posted bulletins
- 9.5 No live plant material decorations are permitted, i.e., trees, wreaths, etc. Decorations of artificial material, lighted or otherwise, must meet all fire and safety codes
- 9.6 Residents erecting such holiday decorations will bear full and complete responsibility for maintenance of the display

## **10. Condominium Sales**

*Any owner who sells his or her condominium is responsible for:*

- 10.1 Notifying the Association's Management Company in advance of listing a unit for sale and providing a forwarding address after sale.
- 10.2 Requesting a Certificate of Resale from the management company in accordance with the Virginia Condominium Act.
- 10.3 Making certain new owners receive the resale certificate including the Condominium Declaration, Bylaws, and Rules and Regulations.
- 10.4 Making certain all assessments are current through the date of sale.

## **11. Fees for Violations**

In accordance with Virginia Code Section 55-79.80.2, any Owner may be assessed charges for any violation of the condominium documents or of these Rules and Regulations.

Such charges may be assessed if the default continues for a period in excess of fourteen (14) days after written notice to the Owner and the Owner has had the opportunity to be heard at a meeting of the Board of Directors of the Association. The penalty assessed shall be equal to fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature, from the due date thereof until paid for a period not exceeding 90 days.

## **12. Amendments**

These rules and regulations may be changed from time to time and at any time by a majority vote of the Board of Directors.

## **13. Waivers**

The Board of Directors may waive the requirements of these Rules and Regulations upon application by an Owner provided that the waiver does not violate any law, ordinance or governmental regulation. Any waiver shall be strictly limited to the specific facts of the situation and duration for which it is granted. No waiver shall be deemed to be a waiver of the right to enforce these Rules and Regulations against the recipient of the waiver in other situations or other persons. Any waiver must be in writing executed by a duly authorized officer of the Association to be valid. No owner shall be entitled to rely on any verbal waiver.

## **14. Notices**

All requests for waivers given to the Board of Directors shall be given to the Board at the following address:

Board of Directors Westwood Village at Charter Colony Condominium  
Unit Owners Association, Inc. ACS West, Inc. AAMC  
1904 Byrd Avenue, Suite 100  
Richmond, Virginia 23230

First Date Approved: March 3, 2015

Revision Date Approved: May 2016

Revision Date Approved: May 20, 2017

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