

# RULES & REGULATIONS

It takes a Village to maintain a community!

Vehicle Rules

## **RULES AND REGULATIONS OF TOWN PARK ON BRIARFIELD CONDOMINIUM**

#### **INTRODUCTION**

The Bylaws of Town Park on Briarfield Condominium Association empowers the Town Park on Briarfield Condominium Association to adopt and amend administrative rules and regulations regarding the use of the Condominium Property and to enforce the provisions of the Governing Documents. Pursuant to the authority set forth in paragraphs 4.11 and 11.3 of the Bylaws, the Association has adopted the following Rules and Regulations.

By purchasing a home in the Town Park on Briarfield Condominium, each Unit Owner agreed to accept and abide by the Governing Documents governing our Association. We encourage you to review the materials in these Rules and Regulations and to refer to it often. Each Unit Owner is required provide these rules with all family members or tenants that reside in the Unit. As unit owners we all have a responsibility to maintain and up kept our community hence if you see something out of order report it to the management company. It takes a village.

## **EFFECTIVE DATE OF RULES**

These Rules and Regulations shall become effective and enforceable against all Unit Owners on March 1, 2022.

#### <u>PURPOSE</u>

These Rules and Regulations are designed to establish a standard of behavior that will promote the peace of mind, health, safety, comfort, happiness and enjoyment of Town Park Condominium residents and their guests while maintaining the beauty, character, and value of the Condominium Property. In drafting these Rules and Regulations, careful consideration was given to balancing the individual rights and privileges of all Unit Owners and residents and the interest of the community as a whole.

## **APPLICABILITY**

These Rules and Regulations shall apply to each Unit Owner and his or her family members, renters, guests, and employees, and all others who visit the Condominium Property. Unit Owners are ultimately responsible for ensuring that their family members, renters, guests, and employees comply with all of the Governing Documents.

Although these Rules and Regulations are designed to help better clarify the Governing Documents, if there is any conflict between the terms of these Rules and

Regulations and the Declaration and the Bylaws, the terms in the Declaration and Bylaws will control and overrule the conflicting Rule or Regulation. **DEFINITIONS** 

**Declaration =** Declaration of Town Park on Briarfield Condominium

Bylaws = Bylaws of Town Park Condominium Association

**Governing Documents** = the Declaration, Bylaws, these Rules and Regulations, and the resolutions adopted by the Association

**Association** = Town Park on Briarfield Condominium Association, Inc.

**Condominium Property** = Town Park on Briarfield Condominium property, including all Units and Common Elements.

**Common Elements** = all portions of the Condominium Property other than the Units (including but not limited to, the street, the pond, the concrete sidewalks in front of the unit, the concrete curbs and gutters, the entrance signs and features, the gazebo, sewer piping, storm drain piping, water piping, irrigation system, and playground).

**Unit Owner** = a person(s) who owns a unit in the Condominium

**Unit** = the individual homes located on the Condominium Property (including the building, fence, driveway, all of the surrounding landscaping).

**Resident** = the individual(s) who reside in the Unit.

**Mulched Bed** = the mulched area immediately in surrounding the perimeter of the Unit outside of the Fence.

**ARB** = Architectural Review Board.

**Main Streets** = Evans Street, Ferncliff Drive, Monarch Drive, Rockingham Drive, and Town Park Drive. [See **Exhibit A of Vehicle Rules & Regulations** for location of Main Streets]

**Alleyways** = the roads located in the rear of each home (it is the roads between two Unit driveways). [See **Exhibit A of Vehicle Rules & Regulations** for location of Alleyways]

All other capitalized terms shall have the meaning used in the Declaration and Bylaws.

# **GENERAL RULES OF CONDUCT**

- 1. Units and Common Elements are for residential use only. No industry, business, trade, occupation or profession of any kind, regardless of whether it is conducted for profit, may occur on the Condominium Property in which customers or client regularly enter the Condominium Property.
- 2. Vandalism, graffiti, and unruly behavior will not be tolerated. Violators will be held responsible for repair and replacement of any damaged property.
- 3. No cigarettes, cigars, tobacco, ashes, matches and other combustible materials may be disposed of stored on the Common Elements.
- 4. All entrances to each Unit must be kept free of any items which may interfere with clear access to the Unit. Fire personnel, rescue squad, or other emergency equipment must have clear access to each Unit and must not be blocked by plants, furniture, or other items.
- 5. No firecrackers, fireworks, torpedoes, skyrockets, or other substance or device that contains any explosive or flammable compound are permitted to be stored, transported, manufactured, assembled, sold, purchased, possessed, ignited, or exploded on the Condominium Property.
- 6. No person shall tamper with, block, or willfully interfere with the operation of any fire hydrant or any other fire equipment located on the Condominium Property.
- 7. Solicitation and/or the distribution of handbills, flyers, advertisements, and other materials are prohibited on the Condominium Property. No handbills, flyers, advertisements, and other materials may be taped, stapled, or otherwise attached to any part of the Common Elements, including, but not limited to the mailboxes.
- 8. Due to the close proximity of the Units, Residents should keep noises to a minimum. No radio, television, tape player, compact disc player, MP3 or DVD player, musical instrument, loudspeaker, sound amplifier or any other device capable of producing sound shall be used, inside or outside of a Unit, in a manner which is plainly audible to others between 12:01 a.m. and 6:00 a.m.
- 9. No radio, television, tape player, compact disc player, MP3 or DVD player, musical instrument, loudspeaker, sound amplifier or any other device capable of producing sound shall be used on the Common Elements without the prior written consent of the Association.
- 10. No feeding of the wildlife, fishing, or swimming, around the pond.

11. No Resident shall make or permit anything to be done or performed in the Unit or anywhere on the Condominium Property which is prohibited by federal, state, or local laws or which would result in an increase of the Association's insurance premiums.

# **LEASING OF UNITS**

- 1. Unit Owners who do not personally reside in their respective Unit must give the Association their forwarding address prior to vacating their Unit.
- 2. If the Unit is vacant and is listed for rent, or rented to a tenant, the Unit Owner must give the Association to the extend applicable:
  - a. Owner's forwarding mailing address and telephone number,
  - b. Owner's Property Manager/Listing Agent name, mailing address, and telephone number;
  - c. Owner's tenant's information (name and telephone number), including the names of all occupants, and or
  - d. A copy of the Unit Owner's lease agreement with the tenants.
- 3. Unit Owners may lease their Unit in accordance with the following terms:
  - a. The lease must be in writing;
  - b. The rental period in the lease cannot be less than one hundred and eighty (180) consecutive days;
  - c. The lease must be for residential purposes only;
  - d. The lease must require and state that the tenant, his or her immediate family members and guest will comply with the Governing Documents;
  - e. Unit Owners shall not lease their Unit unless one of the tenant's who will occupy the Unit is at least eighteen (18) years of age; and
  - f. The Unit Owner must provide a copy of the lease to the Association within thirty (30) days from the first day of the lease term.
- 4. Each Unit Owner must notify the Association of any Lease continuation, extension, amendment, or termination or removal of the tenant, within fifteen (15) days prior to the effective date thereof, or as time allows if a lesser period is involved.

- 5. Unit Owners are responsible for the violations of the Declaration, Bylaws and Rules and Regulations by tenants. Unit Owners will be notified of their tenants' rule violations. Failure to receive a copy of the Declaration, Bylaws Rules and Regulations, however, shall not relieve any tenant or resident from the obligation to comply with the Declaration, Bylaws Rules and Regulations, nor shall it relieve any Unit Owner from any liability for any violation thereof by such tenant or resident.
- 6. Unit Owners who lease their unit remain responsible to the Association for the timely and full payment of all assessments, despite the terms of any agreement between a Unit Owner and his tenant regarding the responsibility to make payments for assessments.

## PET REGULATIONS

Residents may keep pets provided that the following conditions are met:

- 1. Only common domestic animals, such as dogs, cats, birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoise, domesticated rabbits, rats, and mice, and other creatures normally maintained in a terrarium, or an aquarium are permitted on the Condominium Property. Exotic animals or animals that are considered to be pests are prohibited.
- 2. Residents shall have control of their pets at all times. Any pets located outside the Unit or in the Common Elements must be kept on a leash that is six (6) feet or less or in a cage. Animals may not run loose on the property and shall not be allowed to create a nuisance, hazard to health, or damage to the Condominium Property.
- 3. No Pet may be tied or leashed to any exterior stationary object that is outside of the Unit's fence.
- 4. Each Resident is required to immediately remove and clean up all fecal material and waste left by their pets.
- 5. All pets shall be licensed and immunized as required by law.

## **LANDSCAPING**

- 1. Planting/maintaining trees, plants, flowering, shrubs, flowers, and grass in the common areas are the exclusive property of and responsibility of the Association. The Association is also responsible for maintaining the trees, plants, flowering, shrubs, flowers and grass in the Unit area outside of the fence.
- 2. Residents are not permitted to remove or install plants or mulch within the mulched bed, install any borders around the mulched bed bordering their Unit, or alter, trim, remove, destroy or abuse any of the landscaping elements without the Association's prior written consent and at his or her own risk. Neither the Association nor the

landscaping company will be responsible for any damage caused by a Unit Owner's change to the mulched bed area. Any Unit Owner who changes their mulched bed must ensure that the changes will not interfere with the landscaping services provided by the Association. Upon the sale of the Unit, the Unit Owner must either return the mulched bed to its original state or obtain the new Unit Owner's signed acknowledgment to continue maintaining the changes to the mulched bed.

### TRASH COLLECTION

- 1. All garbage and trash must be placed in the Resident's approved receptacle and placed on the curb adjacent to his or her driveway. The receptacle may be placed at the curb no earlier than 3 p.m. the day before the scheduled collection day and must be returned to its storage location by the end of the collection day.
- 2. All garbage/trash must be stored in a tied bag.
- 3. All packing, moving boxes, materials, and other large containers must be broken down and placed in the approved receptacles. Any items that are not small enough to fit inside the receptacles are considered Bulk Items. Bulk Items may not be stored on the Common Elements. The Resident shall be responsible for disposing of all Bulk Items (such as appliances, sofas, mattresses, bed frames, tree limbs, shrubbery, etc.) at the City Landfill.
- 4. All receptacles must be stored at the rear of the Unit within the fence, or on either side of the Unit Owner's garage door (next to the fence by the garage door or on the other side of the garage door on the Unit Owner's concrete driveway or sidewalk). No receptacle may be stored directly on the lawn area or on any unapproved cement blocks or pavers placed in lawn area.

# **ARCHITECTURAL GUIDELINES**

Unit Owners are responsible for maintaining, repairing, and replacing, at his or her expense, all portions of his or her Unit. Each Unit Owner shall keep his or her Unit in a fit and habitable condition and the components of the unit shall be in a good and safe working order and condition. Each Unit Owner shall comply with all building and housing codes with regard to the maintenance, repair, and replacement of his or her Unit.

All repairs, painting replacement and maintenance to the Unit shall be carried out in a manner that conforms to the materials, architecture, style, color, and quality used in the community and that conforms to the original style of the Unit.

Any and all modifications to the Unit, to include changes within the fenced area which are visible from the street, must be submitted to the Management Company on the approved Architectural Review Application in writing with supporting documentation, including but not limited to, pictures, permits, specifications, and descriptions. A copy of the Architectural Review Application may be obtained from the Management Company. No modification shall be made unless and until written approval is received from the Management Company. Please note that decisions take approximately thirty (30) days. Decisions on applications may take longer if additional information is required from the Unit Owner.

# Exterior of Unit

- 1. No exterior modification, improvement, construction or alteration may be made to the exterior of the Unit without the Association's prior written consent. Owners must have the Association's prior written consent to make any structural changes or other changes which may affect the exterior appearance of the Unit, including painting or staining of the exterior of the Unit.
- 2. Advertisements, Flags, Banners or Signage. No sign, advertisement, notice, decoration, or any other object may be placed in the Common Elements or on the Unit where it is visible from the street, without prior written consent of the Board of Directors, except as follows:
  - a. One professional standard size "For Sale" or "For Rent" signs may be temporarily placed in the Unit's mulched bed or grass area. No signs, including "For Sale" or "For Rent" signs may be placed in the Common Elements.
  - b. American flags are permitted to be hung on the Unit as long as the flag is 3' x 5' or smaller.
  - c. A small professional theft deterrent/security system decal or small professional sign may be displayed in a window or in the Unit's mulched bed.
- 3. **Garden Hoses.** Garden hoses cannot be stored on the ground in a manner that interferes with or obstructs the landscaping services provided by the Association.
- 4. **Paint.** No alteration to the Unit's existing color scheme shall be allowed without the Association's prior written consent.
- 5. **Front House Numbers.** No alteration to the existing numbers on the front of the Unit shall be allowed without the Association's prior written consent.
- 6. **Front Porch.** Front porches shall be maintained in a tidy and condition. Front porches shall not be used for storage of household items, including toys, trash, or debris. Residents are permitted to place patio/outdoor furniture, plants, planters, and other outdoor decorative items on their front porch as long as the items do not block or prohibit access to the Unit's front door. Nothing may be hung over the front porch railings except for planter boxes.

- 7. **Plants.** Plants in appropriate containers may be placed on or hung from the front porch and/or front porch railing. Dead plants shall be removed promptly.
- 8. **Storm Doors.** Unit Owners may install storm doors on their Unit. The storm door shall be factory finish full view and either match the color of the Unit's entrance door or be in white trim. Doors made of anodized aluminum, wood, or wood screen doors are not permitted. The glass and screen on the storm door shall be properly maintained. No bars, including security bars, are permitted on any storm door.
- 9. **Entrance Doors**. Unit Owners must have the Association's prior written consent before purchasing, installing, or replacing any entrance door. The replacement door should match the existing door.
- 10. **Siding.** No alteration to the existing Cement 8 <sup>1</sup>/<sub>4</sub>" Cedarmill with XLD Trim HardiPlank Siding shall be allowed without the Association's prior written consent.
- 11. **Windows.** All windows on the Unit shall contain a screen that is in good repair (i.e. does not have holes or worn patterns). No bars, including security bars, are permitted on any window. The window framework and mullions of any replacement windows must match the original construction.
- 12. **Window Coverings**. Windows shall be covered on the interior at all times. Approved window coverings include curtains, draperies, or shades which are white or off-white color on the side in public view and blinds, or vertical blinds that are brown wood grain, white, or off-white on the side in public view. No other colors or window coverings, including sheets, towels, blankets, garbage bags, plastic coverings, or reflective materials shall be permitted at any time.
- 13. Laundry. No laundry, clothing, beddings, rugs, etc. shall be hung in public view at any time.

# 14. Satellite Dishes/Television Antennas.

- a. Residents are encouraged to use care in the selection and placement of satellite dishes to preserve the appearance, standards, and character of the Condominium Property.
- b. Residents must obtain the Association's prior written consent before installing a satellite dish or television antenna on their Unit. Unit Owners who desire to install an antenna or satellite dish must provide the Association with a drawing depicting the size, appearance, and location of the device.
- c. Satellite dishes and television antennas are permitted on the Unit. Residents may not install any type of satellite dish or antenna in the Common Elements.

- d. Residents may install either (1) one (1) dish antenna on their Unit, provided that the dish is one meter (39.37") or less in diameter and if it is designed to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite or (2) one (1) antenna that is one meter (39.37") or less in diameter or diagonal measurement which is designed to receive video programming services broadband radio service, or to receive or transmit fixed wireless signals other than via satellite, or (3) an antenna that is designed to receive local television broadcast signals.
- e. Antennas may be mounted on masts; however the mast may not be higher than twelve (12) feet above the roofline.
- f. To the greatest extent possible, satellite dishes and television antennas shall be placed so they are shielded from public view.
- g. Satellite dishes and cable wires cannot be visible on the ground.
- h. Satellite dish and antennas shall be maintained in good condition and repair including repainting or replacement if the exterior surface of the antenna deteriorates. If the dish or antenna, or the related components, including any wires, become detached from the structure or become a safety hazard, the owner shall make immediate repairs to the dish or antenna, or components. Should the owner fail to make the necessary repairs, the Association may do so at the expense of the owner.
- 15. **Patio Doors.** Patio doors must be white vinyl, with white trim. Owners must have the Association's prior written consent to modify the patio doors.
- 16. **Awnings.** Awnings may be allowed over the Unit patio's area, within the fence borders with the Association's prior written consent.
- 17. **Fence**. No alteration to the existing white six (6) foot vinyl privacy fencing shall be allowed without the Association's prior written consent, except as follows: Unit Owners may add three inch (3") black vinyl house numbers for the Unit on the top fence post or side fence post.
- 18. **Structures.** Residents may erect a structures (Gazebo, Playground) inside the unit enclosed fenced yard not to exceed 15 feet in height. Structures must be maintained in good repair and free from visible decay.
- 19. **Maintenance of Fence Area**. Residents must maintain the areas within their fence. Residents should not allow any planting, shrubbery, trees, weeds, or foliage to grow above the fence line.
- 20. **Basketball goals**. Basketball goals are not permitted on the Condominium Property.

- 21. Children's Play Equipment, Sandboxes, and Swing sets. Residents may store swing sets, sandboxes, and play equipment in their fenced area. Children's toys shall not be placed, stored, or left on the Common Elements or in the grass areas surrounding the Unit.
- 22. **Barbecue Grills.** Barbecue grills and other open flame cooking devices may be used within the Unit's fenced area or driveway. Open flame cooking should not be conducted in the close proximity of any structure and shall be closely monitored until the flame is extinguished. Open flame cooking devices include, but are not limited to: charcoal, propane, flame producing devices, and flammable liquid devices. Use caution when grilling any heat producing device has the potential to melt siding. Barbeque ashes shall not be disposed of in any Common Element.
- 23. **Lighting.** Residents may replace an existing exterior front porch light fixture with a comparable, matching light fixture with the Association's prior written consent. If a Resident desires to change the style, size, shape, color, or positioning of a light fixture on the front porch, the Resident must obtain the Association's prior written consent.
  - a. Residents may install or place decorative holiday or festival lighting on their Unit, without the Association's prior written consent. However, the lighting may only be operative between Thanksgiving Day and January 15th, of the following year. The lighting must be completely removed from the Unit by January 16th of the following year.
  - b. Solar lights may be placed in the Unit's mulched bed with the Association's prior written consent.
- 24. **Driveways**. Driveways must be maintained and repaired by the Unit Owner. Unit Owners must ensure that their driveway's appearance is free of stains, to include but not limited to, rust, oil, or paint stains. Driveways with holes, cracks, or missing cement must be repaired.
- 25. **Garage Exterior Lighting.** The two photocell lights on the side of each Unit's garage shall be maintained in operating condition at all times. Two white light bulbs must be used.
- 26. **Garage Doors**. Unit Owners must have the Association's prior written consent before purchasing, installing, or replacing any garage door. The replacement garage door should match the existing garage door.

#### **COMPLAINTS AND INFRACTIONS OF RULES AND REGULATIONS**

Complaints or infractions of these Rules and Regulations shall be made to the Association Manager who shall then refer the matter to the Board of Directors. The Board of Directors shall have the authority to determine if further action is appropriate or warranted. Except in any emergency, any complaint shall be in writing and shall be signed by the Unit Owner or Resident making the complaint and shall give the name(s) of the person(s) against whom the complaint is made and shall describe the conduct which is the basis of the complaint.

If the Unit Owner/Resident, or their family member, guests, or invitees, violate any provision of the Declaration, Bylaws, or these Rules and Regulations, the Association will mail the Unit Owner written notice of the breach. The Association shall have the power to assess reasonable charges against a unit owner for any violation of the Declaration, Bylaws, or these Rules and Regulations. Because the charges may be assessed, the Association shall give the Unit Owner an opportunity to be heard and to be represented by an attorney before the Association. The Unit Owner must receive written notice of the hearing, at least fourteen (14) days before the hearing, which shall be hand-delivered or sent by registered or certified United States mail, return receipt requested to the Unit Owner.

As provided for in the Virginia Condominium Act, the amount of any charges assessed for any violation shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any continuing violation (up to \$900.00).

#### **VEHICLE RULES AND REGULATIONS**

#### OF TOWN PARK ON BRIARFIELD CONDOMINIUM, INC.

#### INTRODUCTION

The Bylaws of Town Park on Briarfield Condominium Association empowers the Town Park on Briarfield Condominium Association, Inc. to adopt and amend administrative rules and regulations regarding the use of the Condominium Property and to enforce the provisions of the Governing Documents. Pursuant to the authority set forth in paragraphs 4.11 and 11.3 of the Bylaws, the Association has adopted the following Rules and Regulations.

#### DEFINITIONS

Declaration = Declaration of Town Park on Briarfield Condominium

**Bylaws** = Bylaws of Town Park Condominium Association

**Governing Documents** = the Declaration, Bylaws, these Rules and Regulations, and the resolutions adopted by the Association

**Association** = Town Park on Briarfield Condominium Association, Inc.

**Condominium Property** = Town Park on Briarfield Condominium property, including all Units and Common Elements.

**Common Elements** = all portions of the Condominium Property other than the Units (including but not limited to, the street, the pond, the concrete sidewalks in front of the unit, the concrete curbs and gutters, the entrance signs and features, the gazebo, sewer piping, storm drain piping, water piping, irrigation system, and playground).

**Unit Owner** = a person(s) who owns a unit in the Condominium

**Unit** = the individual homes located on the Condominium Property (including the building, fence, driveway, all of the surrounding landscaping).

**Resident** = the individual(s) who reside in the Unit.

**Main Streets** = Evans Street, Ferncliff Drive, Monarch Drive, Rockingham Drive, and Town Park Drive. [See **Exhibit A** for location of Main Streets]

**Alleyways** = the roads located in the rear of each home (it is the roads between two Unit driveways). [See **Exhibit A** for location of Alleyways]

All other capitalized terms shall have the meaning used in the Declaration and Bylaws.

## **GENERAL RULES REGARDING VEHICLES**

- 1. No boats, trailers, campers, recreational vehicles, buses, tractor trailers, commercial vehicles shall be parked or stored on the Condominium Property.
- 2. Recreational vehicles (campers, trailers, boats, jet skis, etc.) are allowed on the Condominium Property **only** for the purposes of loading and unloading; they shall not be parked or stored on the Condominium Property unless they are parked in the garage out of view.
- 3. Commercial moving tractor trailers are allowed on the Condominium Property for no more than eight (8) hours to load and unload. Commercial moving tractor trailers shall not be parked on the Condominium Property overnight. Self-moving vans, trucks, Storage PODs (portable on-site storage containers) may be stored or parked on the Condominium Property for loading and unloading for a period of no more than five (5) days, but only in approved parking spaces and driveways
- 4. Vehicles used primarily for commercial purposes or that contain commercial lettering may not be parked on the Condominium Property unless they are parked completely in the Unit's garage or driveway. This rule does not prohibit personal vehicles with small stickers or logos promoting the owner's home-based business (i.e. Mary Kay, Avon, Realtors, or Scensi) from parking on the Main Streets.
- 5. Major repairs or mechanical servicing of motor vehicles or boats are not permitted on the any of the Main Streets, the Alleyways, or any portion of the Unit that is visible to the public. Examples of major repairs or mechanical servicing include, but are not limited to, any engine, chassis, or body work. Basic maintenance, such as oil changes, changing windshield wipers, tire maintenance, or washing, is permitted in the Resident's garage or driveway. Environmentally hazardous waste (i.e. motor oil, transmission oil, etc.) must be disposed of properly, in accordance with local, state, and federal standards.
- 6. Abandoned or inoperable vehicles shall not be stored or parked on any of the Main Streets or Alleyways. A vehicle shall be presumed to be abandoned if it remains parked on a street for more than seventy-two (72) consecutive hours and (a) lacks a current license plate, registration, or safety inspection, and/or (b) has flat tires, missing tires, placed on cylinder or cement blocks or jacks, extensive damage, or any other external sign that it is in an inoperable condition.
- 7. No "for sale" signs or any other solicitation are permitted on any vehicle.

- 8. All vehicles parked on the Main Streets must have valid, current license plates, registration stickers, and inspection stickers.
- 9. Vehicles that do not comply with the provisions regarding General Rules regarding Vehicles of these Rules and Regulations shall be towed at the vehicle owner's expense.

# **BICYCLES AND MOPEDS**

- 10. Bicycles mopeds, and motorcycles (with two or three wheels) may be operated on the Condominium Property provided the following conditions are met:
  - a. Mopeds and motorcycles shall not be operated on the lawns or on any sidewalks.
  - b. Bicycles, mopeds, and motorcycles may be operated on the Main Streets and Alleyways in a manner that does not interfere with or obstruct the flow of traffic.

# PARKING

- 11. Parking is limited on the Condominium Property. The parking for Town Park on Briarfield was calculated with all Unit Owners using their garages and driveways. Please be considerate of your neighbors and make use of your garage and driveway. <u>Parking vehicles on the grass and curbs is prohibited</u>. Parking is available for Unit Owners and their family, friends, tenants, and guests on the Main Streets, on a first come, first served basis.
- 12. Vehicles shall not be stopped or parked within fifteen (15) feet of a fire hydrant.
- 13. <u>Alleyways and Town Park Drive</u> must be clear of parked vehicles and personal items (including basketball goals) for safe movement of vehicles, access by fire or rescue equipment, and trash collection. <u>Therefore, Alleyways and Town Park Drive are deemed **NO PARKING AREAS** and parking is strictly prohibited regardless of the duration.</u>
- 14. <u>Vehicles shall not be parked at entrances (Ferncliff Drive, Rockingham Drive,</u> <u>Town Park Drive and Evans Street)</u> or anywhere on the Condominium Property which would block the flow of traffic or restrict the movement of any other vehicles.
- 15. <u>Vehicles parked on the Main Streets must be parked with the flow of traffic.</u>

16. <u>Vehicles which do not comply with the parking provisions of these Rules and</u> <u>Regulations shall be towed without notice at the vehicle owner's expense.</u>

## **OPERATION OF MOTOR VEHICLES**

- 17. The maximum speed limit on all streets within the Condominium Property is fifteen (15) miles per hour.
- 18. All persons driving on the Condominium Property shall have a valid driver's license, learner's permit or temporary driver's permit and must obey all traffic signs located on the Condominium Property and all local, state, and federal laws governing the operation of motor vehicles.

## SNOW POLICY

19. If snowfall is over (3) inches, the association, through its contractor may plow all streets and alleyways in the community. Said contractor will clear a path in front of the mailboxes and apply ice melt accordingly to prevent freezing. For forecast of (3) inches or greater unit owners may not to park on the Monarch, Evans, and Ferncliff (dead ends) See map for snow accumulation points. Vehicles parked in snow accumulations points (See Exhibit A) during snowstorms may be towed at the owner's expense.

20. Unit Owners are responsible to ensure their units are properly kept free from ice and snow to avoid hazards. Unit owner's responsibilities for snow and ice removal include sidewalk, entry way and driveways. Salt products may not be used on any walkways, driveways, or roadways.

By unanimous vote The Town Park on Briarfield Board of Directors approve said, Rules and Regulations and Vehicle Rules on the 20<sup>th</sup> day of January 2022.

## TOWN PARK ON BRIARFIELD CONDOMINIUM ASSOCIATION, INC.

## POLICY RESOLUTION REGARDING THE TOWING OF VEHICLES

## January 20, 2022

**WHEREAS,** pursuant to the powers vested in the Board of Directors ("the Board") by the Bylaws of the Association, the Board has promulgated various rules and regulations; and

**WHEREAS**, the Rules and Regulations of the Association contain numerous rules regarding vehicles and vehicle parking and authorizes towing of vehicles in some circumstance; and

WHEREAS, the Board desires to promulgate a vehicle towing policy; and

**NOW THEREFORE**, the Board resolves to institute the following policy regarding towing of vehicles from within the community which shall go into effect on February 1, 2015:

1. Vehicles parked on the Condominium Property, as defined in the Declaration, which are in violation of the Rules and Regulations, that are promulgated by the Association on January 15, 2015, as amended, hall be towed in the discretion of, and at the direction of, an officer of the Association or the contract manager of the Association. A record of the action shall be made and maintained.

2. Any vehicle left unattended in an unauthorized location may be towed.

3. The owner of the vehicle that is towed shall be responsible for all towing fees and/or storage fees as a result of the Association's enforcement of its published Rules and Regulations and this policy.

4. The Association shall be held harmless by such owner from any damages as a result of the vehicle(s) being towed. The vehicle owner shall be liable for any damage to the Condominium Property resulting from the towing of his vehicle.

5. The Association or the Association's designated towing company shall place signs at the entrance to the community giving the name of the towing company and a telephone number and address where such company may be reached.

By unanimous vote The Town Park on Briarfield Board of Directors approve said, Vehicle Rules on the 20<sup>th</sup> day of January, 2022.