

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 11 below for the non-compliance fee.

DEFINITIONS

Common elements (areas) Generally recognized areas of the property that are not included within or part of a unit. (For example: halls, stairwells, closets, elevators, and grounds)

Limited common elements (areas) are designated exclusively to a particular unit and generally recognized as that unit's patio or balcony.

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 and in common elements, 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. Pets are not to be left alone on patios or balconies while residents are not at home.

- 1.3 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.
Individuals (resident or guest) shall be responsible for the immediate cleanup of all their pet's waste from any area of the property, which must be placed in sealed plastic bags and placed in the outdoor receptacles provided.
- 1.4 Cat waste. See section 5.4, since cat litter is part of the trash collection policy.
 - See section 5.3 and 5.4 for further information regarding disposal of pet waste
- 1.5 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.
- 1.6 Owners shall be responsible for compliance with all applicable Chesterfield County animal control ordinances

2. Common Elements and Limited Common Elements

- 2.1 No alterations (modifications, additions, or removals) may be made to the common elements or limited common elements without prior written approval of the Board of Directors
- 2.2 All furnishings, artwork and décor items owned and installed by the Association in the common elements are not to be altered, added to, replaced, or removed without written approval of the Board of Directors.
- 2.3 Nothing may be attached or added to any part of the common elements or limited common elements that requires drilling, nailing, screwing, gluing, taping or in any way creates a permanent attachment.

This includes, but is not limited to “Ring” or other doorbells or surveillance/security systems, hanging decorations, hanging curtains, material, blinds or similar apparatuses. Private surveillance systems requiring permanent attachments must be submitted to the Board for approval BEFORE installation via the Architectural modification form.

- 2.4 Limited Common Elements - Balconies and Decks
 - May not be used as storage areas for items such as containers, bicycles, tools and similar items commonly stored in closets
 - Nothing may be hung on or over any part of the balcony or patio rails including, but not limited to, planters, laundry, swimsuits, towels, blankets, rugs and privacy screens
 - No items may extend beyond the railing, including but not limited to umbrellas and satellite dishes
 - Bird feeders are not allowed anywhere within Westwood Village unless installed by the Association.
 - No solid floor covering may be placed on balconies or decks
 - The American Flag may be flown or displayed at any time following normal flag protocol. Flagpole holders may not be attached to the building.
- 2.5 No owner shall place any item in or on the common element (including common area closets). Examples include, but are not limited to the following: plants, landscaping, furniture, artwork, any type of yard sign, statue 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

- Exception: 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
- 2.6. Satellite dishes must be approved by the Westwood Village Board of Directors, or its designee, before installation and must comply with the “Satellite Dish Installation Rule” adopted February 18, 2016
- 2.7 Window air conditioning units are not permitted
- 2.8 Propane, gasoline, or any other flammable liquid may not be stored anywhere on the property (including individual units and limited common areas)
- 2.9 Gas, charcoal, wood pellet grills or smokers, and propane grills are not permitted to be used anywhere on Association property. Per Chesterfield County Fire code 308.1.4, electric grills are permitted on balconies and patios. Use caution and monitor grill for safety.
- 2.10 Homeowner’s must reimburse the Association for the cost of repairing any damage to the Common or Limited Common occurring as a result of their actions (this includes, but is not limited to lights, doors, walls, signage, railings, decks, patios, etc.

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. Door paint must be black semigloss.
- 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. (Any reported contrary “grandfathering” to an original owner will be considered void at resale and this rule will apply to the new owner).

- 3.3 For safety reasons and per the fire code, residents may not paint nor put any foreign substance on the building fire suppression 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 #11) and any costs associated with or result from a violation of this Rule.
- 3.4 Removal or alteration of patio or balcony railings is not allowed under any circumstances.

3.5 Leases.

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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 3/4 ton capacity pickup), trailers (e.g., open trailers, box/enclosed 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 Common Element. 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 Common element 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 Common element 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 elements (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. The speed limit within the Condominium complex is 14 MPH. No vehicle shall be parked in such a manner as to impede ready access to a street, fire lanes, sidewalks, access ramps, or other common areas. Reckless operation, “excessive speed”, and parking on the lawn areas is prohibited.
- 4.8 Residents, guests, and commercial auto washing and detailing companies are not allowed to wash vehicles or other property using Association water.

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 in the closest outdoor regular trash cans only, due to odor (not in 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 (flattened or cut up) 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), 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. Our trash removal service will surcharge the HOA a substantial fee for each incident, which may be charged to the homeowner. The trash compactor and area are for the commercial trash pickup only, not for individual residents. These items must be taken to the Chesterfield County Waste Convenience Center located nearby on Warbro Road.
- 5.7. Toxic waste: As defined by the county which must be taken directly to a county dump and not placed in trash cans is regulated by Chesterfield County waste disposal regulations. Please visit <https://chesterfield.gov/539/Convenience-Centers> or call 804-748-1297. Common examples of prohibited waste include (but not limited to) explosive items, fire extinguishers, oil-based paint, mercury-containing items including CFLs and other fluorescent light bulbs, gasoline, automotive oil and batteries, solvents. 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. In addition to Chesterfield County Waste constraints, Westwood Village trash collection service is LIMITED exclusively to common and typical household personal use trash that can be safely packaged in a leak and puncture resistant plastic trash bag with tie top. 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.
- 7.4 Smoking : Smoking or vaping of any material is not permitted in common elements inside buildings including foyers, vestibules, hallways, stairwells, closets. (This is an allowed regulation per Code of Virginia § 55.1-1960.1) No type of smoking paraphernalia trash or cigarette or cigar butts shall be discarded in or on the Association Property.
- 7.5. Drones may not be used to surveil or look into a residence, bother, harass, or endanger any person, pet, or wildlife. Federal, FAA, State, and County regulations must also be followed.

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. **Lightweight, temporary decorations may be hung on the balcony railing (wreaths, lights, flags, buntings). These decorations may not remain past the 30 day limit.**
 - 9.2 Rules apply to decorations limited to the common element 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 element. 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.
- 10.5. Condominium rentals are explained in the Declarations 6.9.2

11. Fees for Violations

In accordance with Virginia Code Section 55.1-1959 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. Security and Call Boxes

Owner's access and entry codes should never be given out.

New Owners

Upon verification of ownership and return of the owner registration form, a new owner will have their last name, unit number, entry code and telephone number shall be entered the call box at no charge.

After the initial data is inputted, there will be a \$40.00 charge for any changes.

Tenants and Non-Owner Residents

Upon lease registration with the association and return of the resident's informational sheet, the tenant's last name and phone number will be entered into the call box. Entry code will be entered at the request of the owner and provided to the owner for distribution to the tenant or non-owner resident. There will be a \$40.00 charge for leases 6-12 months.

After the initial data is inputted, there will be a \$40.00 charge for any changes during the term of the lease.

Key Chain FOB's

The association cannot assure a current supply of Key FOB's for the Linear System. FOB's will be issued on a case-by-case basis for "Reasonable Accommodation" request. If the Board grants a reasonable accommodation request, the cost of the FOB will be \$75.00 and only one FOB per household shall be issued.

13. 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.

14. 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.

15. 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

Westwood Village
1001 Westwood Village Way
Midlothian Va. 23114

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Revision Date Approved: May 2016
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