

Newberry Condominium Unit Owners Association
Rules and Regulations

The following rules apply to all occupants and govern the use of their units:

1. Each owner is required to notify the Board of all improvements made to the interior of his/her unit in excess of \$1,000.00 and all damages to the interior of his/her unit in excess of \$1,000.00. (Declaration, paragraph 8.A , 5)
2. Each unit owner is required to provide the Board with a copy of any insurance policy obtained which covers any portion of the unit other than personal property, (Declaration, paragraph 8A,B)
3. Each owner must ensure that any insurance policy purchased contains waivers of subrogation. (Declaration, Paragraph 8, C)
4. Each owner is responsible for maintaining in a clean condition the flue, damper, and firebox (if unit is so equipped). (Declaration Amendments)
5. Each owner is required to pay the assessment declared by the Board. (Bylaws, Article V Section 2)
6. Any seller or purchaser is entitled to a recordable statement setting forth the amount of unpaid assessments. A payment fee of \$50.00 is required for said statement. (Bylaws, Article V Section 2)
7. Each owner is responsible for the maintenance, repair and replacement, at his/her own expense, of his/her unit or any part thereof, including but not limited to interior walls, interior ceilings and floors, and the finished interior surfaces of all exterior walls, ceilings and floors in his/her unit, kitchen and bathroom fixtures and appliances, lighting, heating and air conditioning unit (including compressor), and exterior lighting mounted on his/her buildings which serves only his/her unit. (Bylaws Article V Section 5(b))
8. Each owner is responsible for all damages to any and all other units or to common elements resulting from his/her failure to make any required repairs to his/her unit. (Bylaws Article V Section 5(b))
9. Each owner shall promptly report to the Board or Management Agent any defect or need for repairs for which the Board is responsible. (Bylaws, Article V Section 5(b))
10. Each owner is responsible for keeping his/her front walk, stoop, and patio/balcony clean and free of ice and snow. (Bylaws, Article Section 5(b))

- 11.No Structural addition, alteration, or improvement in or to a unit may be made without the prior written consent of the Board. (Bylaws, Article V Section 7)
- 12.No Owner shall paint or alter the exterior of his building without the prior written consent of the Board. (Bylaws, Article V Section 7)
13. Each unit shall be used as a residence for a single family. (Bylaws, Article V Section 8,a)
- 14.Upon prior written consent of the Board, a unit may be used as a professional office provided that said use is consistent with all laws and zoning regulations and that the unit owner pays any increase in the rate of insurance as a result of such use. (Bylaws, Article V Section 8,a)
- 15.Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance. (Bylaws, Article V Section 8,b)
- 16.No charcoal cooker, brazier, hibachi, grill or any gasoline or other flammable liquefied petroleum gas-fired stove or similar device shall be ignited or used on balconies. (Loudon County Code Section 2608.6)
- 17.No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof. (Bylaws, Article V Section 8,c)
- 18.Nothing shall be done in any unit or to the common elements which will impair the structural integrity of the property or which would structurally change any building or improvements therein. (Bylaws Article V Section 8 ,d)
- 19.No advertisement, poster or sign of any kind may be posted on the exterior of a unit or in the windows of a unit except a temporary sign advertising the sale or rental of a unit.(Bylaws Article V Section 8)
- 20.Nothing shall be altered or constructed in or removed from the common elements. (Bylaws Article V Section 8,f)
- 21.No fences may be erected on the property without the prior written consent of the Board. (Bylaws Article V Section 8,h)
- 22.No antennas may be erected ,except satellite dishes in approved locations.(Bylaws Article V Section 8,i)
- 23.No portion of a unit (other than the entire unit) may be rented and no transient tenants may be accommodated therein (Bylaws Article V Section 8,j)
- 24.Limited common elements and yards must be kept in an orderly condition. (Bylaws Article V Section 8,k)

- 25.No motorcycles may be parked on patios, balconies, front entranceways, or yards. (Bylaws Article V Section 8,k)
- 26.No personal property may be stored or kept on the yards. (Bylaws Article V Section 8,k)
- 27.The unit owner will be charged for removal of objectionable items from limited common elements or yards. (Bylaws Article V Section 8,k)
- 28.No exterior clotheslines may be maintained. (Bylaws Article V Section 8,1)
- 29.No motorized vehicle may be used or maintained on the yards or sidewalks. (Bylaws, Article V Section 8(m))
- 30.No unlicensed vehicles, commercial vehicles exceeding 18ft., or with more than four wheels, trailers, campers, recreational vehicles, and boats are allowed on the property. (Bylaws, Article V Section 8,m)
- 31.Each unit has been assigned (2) Reserved Parking spaces (one number) for the exclusive use of that unit (Bylaws, Article V Section 12) except as amended. Use of parking spaces will be suspended for delinquencies of unpaid assessments exceeding (60) sixty days.
- 32.No more than two (2) reserved parking spaces may be used at any one time for vehicles under the control of the occupants of any one unit (Bylaws Article V Section 12). Overflow parking areas have been designated for additional temporary parking of up to two (2) vehicles on a first-come first-served basis with an office issued ninety (90) day renewable permit (current vehicle registration to Newberry I address required for overflow permit). Overnight (1-6 am) guest parking must have office issued (3) three-day permit. Guest parking is for bonafide guests, not residents (see current parking policy as amended).
- 33.Major vehicle repairs and engine washing are not permitted on the property. Minor repairs such as tire changing may be accomplished as long as vehicle is not left disabled overnight (Bylaws Article V Section 12)
- 34.The unit owner will be charged for the towing of improperly licensed or inoperable vehicles. (Bylaws Article V Section 12)
- 35.Trash shall be stored in a sealed container in accordance with county health regulations. (Bylaws Article V Section 12)
- 36.Trash is collected curbside Mondays and Thursdays and recycling on Mondays only. Trash and recycling shall not be set out for collection prior to the night before pick-up and must be in a sealed container. All empty containers shall be returned to the proper place of storage by 9

am the following day. (Bylaws Article V Section 8(n) and trash policy 2011-3.

37. Trash removal includes trash weighing less than 50 pounds, placed in trash bags (8 gallons or larger) or sealed container with lid (no construction debris pick-up is provided).
38. Items too large for regular pick up such as appliances or large furniture must be scheduled in advance for special pick- up (at a fee to the owner) by calling American Disposal @703-368-0500 (Terms of trash contract apply)
39. One cat or dog is permitted to be housed in a unit. (Bylaws Article V Section ,o)
40. Small house pets such as birds, small mammals and fish are also permitted. (Bylaws Article V Section 8,o)
41. Unit occupants must provide a reasonable standard of care for any pet (see county regulations).
42. Unit occupants shall be responsible for all damages caused by their pets. (Bylaws Article V Section 8(o)
43. Exterminating services are covered by the Association for wood boring insects (such as termites) only.
44. An owner who mortgages his/her unit shall notify the Board of the name and address of his/her mortgagee and must file a copy of the note and mortgage with the Board. (Bylaws Article VIII Section 1)
45. Each owner and each occupant is governed by and must comply with all the terms of the declaration, bylaws, rules and regulations, and any amendments of the same. (Declaration Paragraph 10) Bylaws Article IX Section 1
46. Each owner is liable for the expense of all the maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness, or neglect or carelessness of any member of his/her family, guest, or his/her employees, agents, or licensees. (Bylaws Article IX Section 1 ,b)
47. In any proceeding arising out of any alleged default by an owner, the prevailing party is entitled to recover the costs of the proceeding and reasonable attorney's fees. (Bylaws, Article IX Section 1(c)
48. The Board has the right of access to each unit for the purpose of inspection and removal of violations from the unit. (Declaration, Paragraph 9

49. The Board has the right of access to each unit for the purposes of maintenance, repair, or replacement of common elements.
(Declaration, Paragraph 9)
50. Residents may not install window air conditioners in the unit. (Policy 06-03)
51. Landlords may only lease units for terms of six months or more and must abide by occupancy restrictions mandated by Loudoun County. A current copy of the lease with tenant contact information must be provided to the office. Occupancy limits shall comply with Loudoun County Occupancy standards. (Policy 07-08)
52. Residents may not attach leashes, chains cables or any other type of dog restraint to common or limited common elements. (Policy 06-02)
53. Holiday decorations may only be temporarily installed or attached to common and limited common elements as long as they do not damage the exterior surface and are removed no more than thirty (30) days after the holiday event. (Policy 03-01)
54. The business records of the Association shall be made available for review to owners who provide a written request at least five (5) days prior to inspection date (Policy 99-01)
55. Each unit Owner is responsible for payment of the insurance deductible (\$2,500 dollars) incurred in the event the master insurance policy is invoked for repairs to that owner's unit, or other units affected by a cause of damages arising from that owner's unit. (Policy 2001-11)
56. Owners may be charged a fifty (\$50) dollar rules violation charge per occurrence for trash set out before 6pm on the night before pick-up or not in a sealed container (can with lid) when placed curbside overnight. (Policy 99-02)
57. Flower bed borders shall be of a non-deteriorating product and shall not exceed a height of six (6) inches from ground level. All pieces must connect or touch and not have a gap of more than ½ inch.
(Policy 98-01)
58. Residents may not engage in kicking, hitting or throwing balls or objects in front common areas, parking lots or within (30) thirty feet of any building. (Policy 2001-09)
59. Trash containers may not be stored in front of town homes. One trash container and recycle bin may be stored underneath Triminium B& C unit stairs. One trash container may be stored in lower Villa unit fenced in areas. Upper Villa units must store container in hallway closet. All containers must be returned to place of storage by 9 am the

following day. Recycling must be placed in a container with lid (available at the office for a fee) or secured in clear bags. Containers stored in view may not exceed 50 gallons and must have address numbers marked on exterior six inches or smaller.

60. Association complaint procedure forms are available at the office and must follow proper protocol as defined in policy 06-12.
61. Residents/owners must maintain a minimum temperature of 60 F in units at all times. (Policy 2014-10).