


Norwood
Pond

at
Winterpock
A Condominium

Community Handbook

Section I
Condominium Living and Covenant
Enforcement Procedure

Section II
Rules and Regulations

Approved by the Association's Board of Directors
July 26, 2017

Dear Norwood Pond Resident:

July 26, 2017

This handbook is designed to better acquaint you with the Norwood Pond At Winterpock Condominium Association and to provide you with additional information about condominium living and Covenant Enforcement Procedures (Section I). It is not intended to replace any documents.

The Rules and Regulations set forth in this handbook (Section II) are effective July 26, 2017, and supersede all previously published rules and regulations.

The following defined term will assist you while reviewing the handbook:

- “Board” means the Norwood Pond Board of Directors.

Please read this handbook thoroughly at your earliest convenience and become familiar with it as it vitally affects your daily life at Norwood Pond.

Approved July 26, 2017

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A. YOUR CONDOMINIUM ASSOCIATION --- ITS PURPOSE

The Norwood Pond At Winterpock A Condominium Association is important to you.

As the owner of your condominium, you are required to be a member, along with your neighbors, in the Association. Condominium living is a unique combination of individual property rights, community privileges and community restrictions. Our Condominium Association is essentially a community "government" that the members control by electing a Board of Directors. Realtors and investment analysts have stated that the future value of condominiums will depend in large part on the effectiveness of such Associations.

Our Association is a non-profit corporation with certain duties and responsibilities to its members. These include maintenance and regulation of the common areas. Common areas include such things as the clubhouse, pool, grounds, pond, streets, street lights, sidewalks, fences and retaining walls.

Exterior Maintenance of each condominium is also the duty of the Association. This includes such things as roofs, siding, sidewalks, patios and driveways.

Payment for this maintenance and other projects, as well as taxes and insurance on common areas, is accomplished through an annual assessment on each condominium. The owner is allowed to pay his/her assessments in monthly installments. The privilege to pay the assessments monthly is rescinded if the owner becomes two or three months in arrears. The account is forwarded to the association's attorney for collection and is accelerated for the balance of the year. The homeowner is responsible for all legal fees.

Another key duty of the Association is architectural and grounds control. This is divided into two areas affecting each condominium.

FIRST, NO EXTERIOR ADDITIONS OR CHANGES ARE ALLOWED UNLESS THERE IS PRIOR APPROVAL.

The Association has the authority to remove any exterior addition or change at the owner's expense if an owner fails to get approval.

SECOND, EACH OWNER must be alert to the exterior appearance of his/her condominium, for the Association can restrict unbecoming features. Thus, architectural and grounds control is a group effort to insure architectural and grounds standards and harmony of the community.

The specific legal construction of the Association and procedures for its operation are included in the *Norwood Pond At Winterpock Declaration, Articles of Incorporation and Bylaws (hereafter referred to as the Covenants/Documents)*. These documents are recorded in the clerk's office of the County of Chesterfield. Rules and Regulations adopted by the Board of Directors are intended to clarify or supplement provisions of the governing documents.

All condominium owners should have received copies of all covenants/documents when settlement was made on their condominium. If as a member you do not have a copy of these documents, please contact the Managing Agent of the Association who will provide them for a nominal fee.

Association policies and guidelines made pursuant to these documents are included in this handbook. Additions may be published from time to time.

B. THE BOARD OF DIRECTORS

The Board of Directors of the Association is a group of five (5) representatives elected in accordance with the provisions of the Association's Bylaws. It is established to collect assessments, contract for services, and enforce regulations as authorized by the Covenants/Documents. In addition, the Board works to promote projects and activities which better the community in general.

The Board of Directors consists of five (5) members, who must be Unit Owners, elected to staggered terms of three years each at the annual membership meeting. Each person so elected shall be a member of the Board of Directors until his/her term expires. Interim Board vacancies shall be filled by a vote of a majority of the remaining directors at a special meeting held for that purpose.

The Board of Directors has the duty to elect the Association officers. Such officers shall be president, vice president, secretary and treasurer. Officers shall be elected by, be members of and serve at the will of the Board of Directors. Officers shall be elected by the Board of Directors at its first meeting following each annual meeting of the Association.

Board meetings are held to discuss matters concerning the Association. A fifteen to thirty minute Forum is held prior to the board meeting to give owners the opportunity to ask questions or make statements concerning the agenda as well as other concerns. Owners are invited to stay for the board meeting to hear board discussions and decisions. Only board members may participate during the board meeting. The Board may convene in executive session to consider such things as personnel matters; consult with legal counsel; discuss and consider contracts, probable or pending litigation and matters involving violations of the condominium instruments or rules and regulations. See the Virginia Condominium Act Section 55-79.75. (C) for additional information.

C. MANAGING AGENT

In order to assist with the operation of the Association, the Board of Directors may hire a Managing Agent. The Board of Directors is a part-time volunteer job for its members. The Managing Agent provides most of the operational activities of the Board and is on call 24 hours per day for Association emergencies.

It is important to note that the Managing Agent is an agent of the Board and not of the homeowners. The Managing Agent is hired by the Board, reports directly and only to the

Board, and receives orders only from the Board. Unfortunately, the Board sometimes has to take an adversary role with a homeowner and instructs the Managing Agent to send a delinquency notice or letter informing the homeowner that they are in violation of the Association's documents. If you should be a recipient of such, please remember that the Managing Agent is only performing its job as defined by the Board.

The Managing Agent is a paid contractor of the Association (like our attorney and auditors). The Board signs a contract with the Managing Company for a set number of years and periodically reviews the performance of the Agent and compares its services with those of other established professional community Managing companies.

The Managing fee charged to the Association is ultimately determined by the amount of time it takes to service our Association. The more services requested and the greater time demanded, the higher the Managing fee.

Some specific services include:

1. Receive and deposit owner's assessment payments, process delinquent homeowner fees and late notices
2. Send monthly financial statements to the Treasurer, assist in the preparation of an annual budget, open, close and transfer funds in Association's name
3. Maintain books, obtain audit and store Association records
4. Contract for Association services and make payments in a timely manner
5. Prepare Resale Certificate for closing attorney at time of a sale
6. Advise and consult with Board as necessary on insurance coverage and follow through on insurance claims
7. Provide 24-hour capability for emergency calls
8. Communicate frequently with Board liaison officer, copy President on all Association's communications
9. Meet with the Board for meetings according to contract, plan and attend annual association membership meeting
10. Advise Board of federal, state, and local laws which may affect the Association
11. Seek methods to provide cost saving contractors, insure services are performed adequately and on a timely basis
12. Perform routine on site inspections of buildings and grounds, continue to develop, present, and implement preventive maintenance programs
13. Follow up on violation of rules and other issues and give follow up report to the Board

D. ASSOCIATION MEMBERSHIP MEETING

The Association meets annually to fill vacant Board positions and discuss other Association business. The Board of Directors is elected by the Unit Owners. Notice of the Annual Meeting is mailed to all Unit Owners. Attendance is strongly encouraged.

E. VOTING RIGHTS

Each Unit is entitled to one vote, which may be cast in person or by proxy, with respect to any matter submitted to a vote of the Unit Owners at any meetings of the Association.

The voting rights of any member whose assessment is not paid within 15 days of its due date may be suspended.

These rights may be suspended, after notice and judicial hearing, for a period not to exceed 60 days, for any infraction of the rules and regulations published in the Rules and Regulations Handbook.

F. ASSESSMENT AND THE BUDGET

The annual assessment is levied against each homeowner in order to finance the budget of the Association.

The assessment must be paid in advance and is due on or before the first business day of each month. After the tenth of the month, in which the assessment is due, a \$10.00 late fee will be imposed.

After 65 days, the account will be referred to a collection attorney for lien procedures. If any delinquent account is referred to an attorney for collection, interest and the attorney's fee must be paid by the owner.

If a check is not honored by the bank, the homeowner will pay a return check fee.

The privilege to pay the association assessment on a monthly basis will be revoked to any homeowner who is constantly delinquent and fees for the balance of the year will become due and payable in full.

The annual assessment pays for exterior building and roof repairs, maintenance of common grounds (such as lawn care, street lights, streets and sidewalks), property management, insurance, taxes, water, sewer and other miscellaneous items.

Much of the assessment is collected in anticipation of large periodic costs rather than for items that are obvious in the daily operation of the Association. Special reserve accounts are established for these items, and funds collected are deposited in interest bearing accounts in order to provide the proper funding for the major expense when needed. Special assessments may be required for specific capital improvement costs.

The Virginia Condominium Act requires that a Reserve Study be done at least once every five years to determine the necessity and amount of reserves required to repair, replace and restore the capital components.

G. RESALE OF CONDOMINIUMS

Always notify the Association Managing Agent when planning to sell your unit. The manager shall provide the realtor and/or unit owner with the association leasing restrictions. See Bylaw amendment Article 6, Section 6.9(b). The status of non-owner occupied units will be provided. It is your responsibility to disclose this information when listing your unit for sale. The manager shall include the leasing restriction with the Resale Certificate.

In addition, when there is a contract on the unit, the seller or seller's agent must contact the Association through its Managing Agent and request a Resale Certificate to be prepared for the purchaser. The Managing Agent has fourteen (14) days to complete the package. The Resale Certificate is required by the Virginia Condominium Act Section 55-79.97 and provides the purchaser with information concerning the Association such as the financial status, Bylaws, Rules and Regulations, leasing restrictions and approved minutes of the board of directors or association meetings for the preceding six calendar months. The seller is responsible for the cost of the Resale Certificate or packet.

To assure orderly collection of assessments and transition, after the sale of a unit, provide the Association with the full name, address and the business and home phone number of the buyer.

H. LEASING OF CONDOMINIUMS

Units must be 95% Owner occupied. Units occupied solely by relatives of the owner are considered non-owner occupied (see amended Bylaw, Article 6, Section 6.9(b)).

No Unit or portion thereof shall be rented for transient or hotel purposes *or* for any period of less than twelve months duration.

A waiting list based on chronological application from the Unit Owners is maintained by the Board and Managing Agent.

Prior to leasing, the unit owner must verify with the Board that there is not a waiting list. If at any time or for any reason the percentage of Unit Owner Occupied Units within the Condominium is equal to or below 95% owner occupied, additional leasing of a unit shall be prohibited. Under certain hardship situations the Board of Directors, in its discretion on a case by case basis, may give written permission to a Unit Owner to lease the unit, even if in conflict with the minimum percentage established.

A standard lease between an owner and non-owner will be used. All leases must provide that the tenant shall be subject to Norwood Pond's Declaration, Bylaws, Rules and Regulations and all other Association documents. These shall be part of all leases. See Section II, Appendix A and B, page 19-21 of Norwood Pond Rules & Regulations for further information.

The Managing Agent shall be advised of the tenants' names and phone number, date lease begins and any change of tenants and authorized occupants by the unit owner.

I. ARCHITECTURAL AND GROUNDS CONTROL

Authorization for Architectural and Grounds control by the Association is set forth in Article VI of the Bylaws.

The primary purpose of Architectural and Grounds review is to provide for a harmonious development to preserve property values. It is not intended to restrict individual rights but rather to provide for a consistent and uniform framework wherein individuals can improve their surroundings, not only for their own enjoyment but for the enjoyment of all.

Following are general guidelines which have been adopted and which must be observed. As time goes on, other areas of control may be formulated. Your suggestions are welcome.

General Architectural and Grounds Guidelines

1. Since the Association is responsible for all exterior maintenance, permission will not be granted for any change, alteration or addition that would increase the cost of such maintenance or would adversely affect the harmony and appearance of Norwood Pond.
2. Refer to Rules and Regulations Section II.5 Exterior Alterations regarding Requests for Changes.
3. Any deviation granted from specific regulations is to be considered the exception rather than the rule and permission granted for deviation for one unit is not considered or construed as permission for that deviation for all units.
4. Requests for change, alterations, or additions must be submitted on the Forms prescribed by the Board. Forms may be obtained from the clubhouse (file in hallway across from bulletin board). Copies of owners request forms and the Association's permission or denial are made a permanent part of the Association's records and filed with the Management Agent.
5. Conditions existing in violation of Article VI, these guidelines or the Association's specific rules and regulations must be corrected within thirty days after notification of the discrepancy.

J. COVENANT ENFORCEMENT

The Virginia Condominium Act is designed to protect the rights of persons buying property in a community such as Norwood Pond where there is mandatory membership

in an owner's association and the purchase is subject to recorded Covenants, Conditions and Restrictions.

The law permits the Association to assess charges against members who violate the Covenants, Architectural Guidelines or Rules and Regulations that are intended to protect the interests and property values of its members.

The Condominium Act (Section 55-79.80:2) provides for assessment of charges for violations, suspension of services for failure to pay assessments and provides for a hearing. It provides that the unit owner's association shall have the power to suspend a unit owner's right to use facilities or services and to assess charges against any unit owner for any violation of the condominium instruments or of the rules or regulations that the unit owner or his family members, tenants, guests or other invitees are responsible.

PROCEDURE FOR ENFORCEMENT OF COVENANTS, ARCHITECTURAL AND GROUND GUIDELINES, AND RULES AND REGULATIONS

1. In order to begin the rules enforcement process, an owner must state in writing to the board of directors any rule violation he or she wishes to complain about.
 - a. The person making the complaint must be identified in the letter.
 - b. The person making the complaint may be called to testify at all hearings and/or court proceedings.
 - c. Committees, as well as groups of owners or residents, may also bring complaints.
2. Upon receipt of an alleged rule violation letter stating the date and approximate time of the alleged violation, a letter will be sent to the alleged violator, stating the alleged violation and a time period during which the alleged violation may be abated without further sanction.
 - a. If the alleged violation persists beyond the grace period, a second letter must be sent by certified mail to the alleged violator. The second letter must explain the charges which can be imposed per the Virginia Condominium Act.
 - b. The second letter must also allow the alleged violator, if he/she requests in writing, the opportunity to be heard before a panel prior to imposing charges as defined in the Act.
3. After the receipt of two letters and neither the alleged violation has been abated nor a request for a hearing has been made, then charges may begin per the Act.
4. After the receipt of two letters and the alleged violator requests a hearing, then a hearing notice will be sent certified mail with the requirements of the Act stated. The panel or Board of Directors will hear testimony from the alleged violator.
 - a. The panel or Board of Directors will excuse the alleged violator and render a decision.
 - b. The alleged violator will be notified by certified mail the decision of the panel or Board of Directors as the Act states.

5. Should a charge be imposed on the alleged violator, standard collection action may pursue which may take the form of court action for damages, collected as provided by law. It is also possible that standard collection action may include the filing of a lien on the unit for nonpayment of the charge and, ultimately, foreclosures, if necessary.

6. In the case of non-owner occupied properties, all residents and owners will be provided with copies of all correspondence.

K. COMMUNITY ASSOCIATIONS INSTITUTE (CAI)

CAI serves community associations and homeowners by:

1. Advancing excellence through seminars, workshops, conferences and education programs, most of which lead to professional designations for community managers and other industry professionals.
2. Publishing the largest collection of resources available on community association Managing and governance, including website content, books, guides, *Common Ground* magazine and specialized newsletters.
3. Advocating on behalf of common-interest communities and industry professionals before legislatures, regulatory bodies and the courts.
4. Conducting research and serving as an international clearinghouse for information, innovations and best practices in community association development, governance and Management.


L. VIRGINIA COMMON INTEREST COMMUNITY BOARD (CICB)

The Common Interest Community Board is a division of the Department of Professional and Occupational Regulation (DPOR), which is a regulatory body responsible for licensing managers, certifying certain employees of licensed Managing firms, receiving annual reports filed by associations, and registering condominium and time-share projects registrations.

M. Responsible Party

Norwood Pond Condominium Association Responsible Party Summary

Item	Association	Owner	Other
Clubhouse/pool	X		
Common area maintenance:	X		
Streets, driveways, sidewalks, patios	X		
Street lights, mailboxes	X		
Common grounds maintenance	X		
Exterior building repairs/maintenance:	X		
Doors, front - painting		X	
Doors, garage - replace, repair, paint		X	
Doors, storm - repair, replace, install		X	
Dryer Vents		X	
Gutters-cleaning, repair, replace	X		
Siding & trim --repair, replace	X		
Roof--repair/replace	X		
Heat/air--entire system		X	
Interior --repair, maintenance		X	
Lighting --common area	X		
Lighting--garage and front door, replace/repair		X	
Insurance - fire or damage to structure	X		
Insurance - owner contents		X	
Interior alterations to unit		X	
Pest control --exterior - termite	X		
Pest control - interior pests		X	
Plantings- common ground	X		
Plantings- resident planting area-			
shrubs, mulch	X		
flowers		X	
Plumbing		X	
Pool maintenance	X		
Pond	X		County
Fountain	X		
Maintenance	X		County
Snow/ice removal/treatment	X		
Streets, Driveways	X		
Sidewalk to front entry	X		
Sidewalks along streets	X(*)		
In front of mailboxes	X		
Trash collection	X		
pick up trash in yards	X	X	
Windows			
Replacement/repair		X	
(glass replacement, and		X	
broken seals)		X	
Trim replacement	X		
Window washing		X	
Water & Sewer Fees	X		
X(*) Board determined it will not be done.			

Norwood
Pond

at
Winterpock
A Condominium

Section II

Community Rules and Regulations

Approved by the Association's Board of Directors
July 26, 2017

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A CONDOMINIUM
Amended and Restated
Community Rules and Regulations
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As provided in Section 3.2, Powers and Duties of the Bylaws of Norwood Pond at Winterpock Condominium Unit Owners' Association, Inc. on July 26, 2017 herewith adopts the following Rules and Regulations.

At the same time, it rescinds all previously adopted Rules and Regulations. These rules and regulations have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which Norwood Pond at Winterpock, a Condominium, operates. Any violation of these rules by a resident or guest can subject the owner to a \$50 fine.

These amended and restated rules and regulations include:

All changes made by the Unit Owners' Association Board of Directors as of July 26, 2017.

1. Personal Property

1.1 Storage

Canterbury and Abbey: Store all personal property, including but not limited to lawn chairs, bicycles and tables, inside the garage of your Unit when not in use.

Chateau and Villas: Personal property maintained within the patio area may not be visible above the patio fence, with the exception of Shepherds' hooks and patio table umbrellas. Patio table umbrellas are to be stored from October 31 to April 1.

Garage doors should be kept closed so that garage contents are not visible from outside.

The temporary use of personal on demand storage units (pods/smart-boxes or like) are not permitted unless approved by the Board.

1.2 Building Exterior

Nothing may be hung or displayed on the exterior of buildings or fences, nor may signs (including "For Sale", "For Lease" or "For Rent" signs), awnings, canopies, shutters, or any other device or ornament be affixed to or placed upon the exterior of a building or fence.

Do not attach brackets, nails, hooks, or other fasteners to the exterior surfaces (brick, stone, siding or trim) of any unit.

1.3 Satellite dishes, TV antennas and wireless cable antennas

Installation is prohibited in Norwood Pond Common Areas. Per the FCC/OTARD ruling, Satellite Dishes are only permitted in Limited Common Areas (the patios only). The satellite dish must not be visible above the patio fence line. Under no circumstances may the dish be attached to the building or the fence nor will holes be drilled into the building to allow wires to connect the dish to the interior of the condominium. Wires must not be visible nor interfere with maintenance. Neither the Association nor any grounds contractors are responsible for damage to the wires or dish.

Written request for approval of satellite installation must be submitted to the Board of Directors prior to installation of the dish.

1.4 Garden/Water Hose

A garden/water hose in a freestanding hose reel (cabinet or open) may be stored outside the garage door next to the unit exterior from April 1 to October 31 unless otherwise directed.

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To water plants in the residents' planting area, a hose is permitted to run from the outside faucet to the corner of the unit/building, and then behind the plants, where the hose will be covered with soil or mulch to conceal it. The portion of the hose from the faucet to the corner of the unit/building may be visible from April 1 to October 31. Otherwise, it should be stored or concealed. The hose must not run on the sidewalk or cross it.

2. Displays

2.1 Decorative Items

Below are the decorative items that are not allowed to be displayed by any units. This includes within the patio:

Bird Feeders except Humming Bird	Garden Hose Hangers
Stepping Stones in Grass Area	Wall Plaques
Windsocks or Wind Chimes	Bird Houses
Attachments (to any part of the building, fence, concrete patio or sidewalk)	

2.2 Wreaths

Wreaths may be hung on the door as long as no nails, screws or other fasteners that may damage the surface are used.

Wreaths may **not** be hung on the exterior of any building as the mounting method used may damage the vinyl siding, brick or stone.

2.3 Holiday Decorations

Christmas lights, decorations, and other holiday decorations are permitted to be placed in the Common Area appertaining to a Unit and/or on building exteriors of a Unit provided the decorations do not damage the Common Areas, building, gutters, siding or fence.

Display of Holiday Decorations

- Christmas Decorations may be displayed starting Thanksgiving Day prior to Christmas. Remove no later than January 7 of the following year.
- Other holiday decorations may be displayed one week before the holiday and must be removed one week after the holiday.
- Clubhouse interior and exterior decorations follow the same guidelines.

Notwithstanding the foregoing, the Board of Directors may require that such decorations be altered or removed if, in its sole discretion, they are inappropriate for the community.

2.4 Flags and Banners

The flag of the United States of America and/or that of the Commonwealth of Virginia may be flown or displayed, following normal flag protocol. Residents may not attach wall-mounted brackets to hang flags to the exterior of units as they may damage the vinyl, brick or stone. The flag should not touch the ground.

Residents may display one small decorative flag, no larger than 15" by 18" on a black metal Shepherd's staff, (no more than one flag per staff) in the mulched area next to resident's unit. The approved themes for flags are United States, Holiday, Seasonal, Alma Mater and a Flag containing an initial. No banner of any kind or nature whatsoever may be displayed without the consent of the Board of Directors.

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3. **Area for Resident Planting**

3.1 Planting Area

An area around each unit/home is provided for planting flowers and shrubs. The area that residents may plant is defined as the space between the sidewalk and the unit exterior and within the patio area, if applicable. Please see Appendix C – “Resident Planting Area” diagrams for a pictorial reference. In the area that residents may plant, the existing shrubs may be removed/replaced with Board approval and **at owner’s expense**.

3.2 Sprinklers

Residents cannot use water sprinklers on the common grounds.

3.3 Planting Area Adornments

All Units – Resident-Planting Area

No more than a combination of three of any of the decorative items listed below:

- Decorative yard adornments no taller than 24 inches may be displayed in the resident planting area between the sidewalk and the building. They must blend into the environment, no loud colors, nothing obscene or ostentatious.
- Small humming bird feeder in the mulch area.
- Small birdbath in the mulch area, no larger than 24 inches high by 18 inches wide.

No more than two Shepherd’s hooks may be displayed in the resident planting area between the sidewalk and the building and within the patio.

No more than three potted plants in residents’ planting area.

No pots or other items on the sidewalk.

Personal decorative items must not interfere with grounds maintenance, no glass, ceramic or easily breakable items that could be broken and cause injury to self or others.

Neither the Association nor the grounds maintenance company will be responsible for any damaged decorative items. The Board or Management Company reserves the right to have any item removed.

3.4 Flowers

Perennials or annuals must not exceed 36 inches in height when fully grown, and may be planted inside the patio fence or within the defined area for planting in the existing mulched areas. Flowers may not be planted around any tree or in lawn areas. Maintenance of the flowers is the responsibility of the Unit Owner, who shall regularly water and weed flower beds and remove dead annuals promptly. If a Unit Owner fails to maintain flowers in accordance with this Section, such maintenance will be done by the grounds keepers, with the cost being billed to the Unit Owner. Please reference Appendix D – “Approved Plant List for Resident Planting Areas” prior to planting.

3.5 Landscape Plants

Plants other than flowers permitted by the preceding paragraph may only be planted with the consent of the Board of Directors, which will only consider approved plants of a species already in use in the community and which, at maturity, shall not exceed 36 inches in height.

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3.6 The Canterbury and the Abby

Potted Plants: Up to two potted plants in decorative pots or planter boxes may be placed close to the front door. With Board approval, up to two potted plants in decorative pots or planter boxes may be placed in the mulched Common Area in front of the Unit. The pots or planter boxes must be in good condition and the plants must be healthy. Empty pots or planter boxes are not permitted.

3.7 The Chateau and the Villa

Patios are for the use of the unit owner and may be decorated at the discretion of the owner providing the following rules are followed:

- No attachments to any part of the building, fence or cement patio.
- Nothing may be hung on the fence and no vines or other plantings on or under the fence or on the building.
- Personal property and plants maintained within the patio area may not be visible above/under the fence, with the exception of Shepherds' hooks and patio table umbrellas which should be muted, earth tone colors, not faded and in good repair.
- Decorative items visible through the patio entrance must be neat and not cluttered. Empty pots or planter boxes are not permitted.
- Decorative pebbles may be used in place of mulch within the patio. A type of edging must be used to keep the pebbles from spreading under the fence onto the lawn. Board approval is required.

4. Other Items: Prohibited Items, Storage, Pond, Patio Fence

4.1 Prohibited Items

- Potted plants, lawn or patio furniture (except when occupied), trash cans, or decorative adornments cannot be placed in the driveways or by the garage door.
- No artificial flowers, swing sets, laundry poles, clotheslines, or other such items may be placed or installed on the Common or Limited Common Areas.
- Laundry may not be hung over any fence (including, without limitation, swimsuits, towels and rugs).

4.2 Storage

No Unit Owner shall obstruct any portion of the Common Area or store anything on any portion of the Common Area other than in areas, if any, specifically designated for storage by the Board of Directors. The Board of Directors or the Managing Agent may remove without notice or liability, any obstruction or stored item in violation with this Section.

4.3 Pond

The Association will maintain a grassy border around the areas of the pond that are not considered wetlands, 18- 36 inches deep and 12- 18 inches high.

4.4 Patio Fence

Residents should wash the inside and outside of their patio fence at least once a year.

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5. Exterior Alterations

5.1 Alterations

No alterations, additions, or improvements (including but not limited to fences, walls, patios, decks, etc.) may be made to the exterior surface of the building in which a Unit is located or any adjoining portion of the Common Areas nor may any trees or shrubs be planted, transplanted or removed without the prior written approval of the Board of Directors. Any alteration, addition or improvement made without such approval may be removed and the affected area restored to its former condition by or on behalf of the Board of Directors without notice or liability to the Unit Owner and at the sole cost and expense of the Unit Owner.

5.2 Patio Gates

Unit owners may not install permanent patio gates. Temporary tension gates on the patios are permitted for the purpose of allowing a dog to remain outside with the owner (as long as the resident is outside with the dog). The gate must be in good working order, and removed when the resident is no longer outside.

5.3 Storm Doors

Storm doors may be installed and maintained at the resident's expense using only the design, color and specifications approved by the Board of Directors. Before purchase, an Architectural Modification form must be submitted through the Managing Agent for Board approval. A waiver is required. Specifics are included with the forms.

5.4 Solar Lighting (sidewalk)

Solar or low voltage lighting may be installed at the resident's expense using only the design, color and specifications approved by the Board of Directors.

The approved solar lights within Norwood Pond are:

- Exterior: Metal or plastic black, brushed verde (green) or aged brass (brown)
- Lens color: White or clear with white or clear bulb
- Height: Maximum of 18"

Before purchase and installation, an Architectural Modification form must be submitted through the Managing Agent for Board approval. Specifics are included with the forms.

6. Windows and Window Coverings

6.1 Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal) or valances, must be white, off-white, light beige or light gray on the exterior side and of a quality consistent with the community as a whole.

6.2 Window Tinting

Window tinting is permitted with the requirement that the homeowner must sign an Architectural Modification form verifying their understanding that this material will void the window manufacturer warranty.

The homeowner will be responsible for all damages to the windows.

Before purchase and installation, an Architectural Modification form must be submitted through the Managing Agent for Board approval. Specifics are included with the forms.

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6.3 Replacement Windows

Replacement windows are the responsibility of the homeowner, but they must be approved by the Board. The homeowner must submit the vendor's proposal to the Board for review prior to the purchase and installation of the replacement windows. The Architectural and Grounds Modification form must be submitted through the Managing Agent for Board approval.

7. Signs In/Around Units

7.1 Signs

No sign may be placed within a Unit so as to be visible from outside of the Unit other than small security system decals, the size and number of which shall be subject to the discretion of the Board of Directors.

7.2 Real Estate "For Sale Signs"

Real Estate "For Sale Signs" shall be placed in the mulch area or in an area approved by the board. **Only one for-sale sign is allowed.**

All Real Estate signs must be no larger than the standard 18"x 24" or 24"x 18" and no greater than 30" in height.

7.3 "For Rent" Signs

"For Rent" signs are not allowed on the premises.

7.4 Small "Security" Signs

Small Security signs (as currently in use) are permitted in the mulched area but cannot interfere with lawn maintenance.

8. Animals / Pets

8.1 Pets Permitted

No more than two household domestic pets not bred or maintained for commercial purposes, the full-grown combined weight that does not exceed forty (40) pounds, may be kept in any Unit. No such pets other than dogs or cats are permitted. The developer allowed some residents to bring pets into the community that are not allowed by the rules and regulations, therefore the board ruled to grandfather (7/27/2006) dogs that weigh over 40 lbs and existing pets that are not a cat or dog as the rules state. Replacement pets must comply with the Rules and Regulations. No dogs over forty (40) pounds are allowed on the premises.

8.2 Pet Supervision

In accordance with Chesterfield County Law, all pets, when outdoors, shall be under a person's command, maintained on a leash not more than eight (8) feet in length, and *supervised* by a responsible individual at all times, who shall be responsible for the immediate clean up of all pet litter.

8.3 Pets Tethered Outdoors

No pet shall be tethered outside on any portion of the Common Elements or tied to any patio fence.

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8.4 Violation Penalties

A resident or guest violating rules governing pets may be fined up to \$50.00 for each offense in the discretion of the Board of Directors. If, in the opinion of the Board of Directors, any pet becomes a nuisance, or, in the event of repeated violations of such rules, the Unit Owner involved may be required to remove the pet from the community.

9. Parking/Vehicles

9.1 Vehicles

- Except as set forth below, no boats, trailers, motor homes, trucks (larger than a 3/4 ton pickup), travel trailers, other vehicles used for recreation (for example, van conversion and/or recreational vehicles) or vehicles with commercial advertising may be parked on any street or driveway overnight.
- Vehicles used for recreation (for example, van conversion and/or recreational vehicles) that are too large to be parked within the garage attached to a Unit may be parked on the Common Area driveway for not more than forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other residents.
- Commercial moving vans, when conducting contract business, and commercial trucks with identification sign, when in the area to perform service or repair work, are authorized exceptions to the foregoing.
- No vehicles shall be parked in any manner in violation of applicable ordinances of Chesterfield County, Virginia.
- No disabled vehicles, vehicles without a current state license, or vehicles for the storage of commercial equipment, machinery or other equipment shall be parked other than inside garage appertaining to a Unit.
- Garage door(s) shall remain closed other than when opened for the purpose of vehicular ingress or egress or other ingress or egress reasonably required by the Unit Owner, his family members, employees, agents, tenants and/or invitees.

9.2 Damage Caused by Vehicles

Owner is responsible for any damage caused by their vehicles.

9.3 Permitted Parking

All parking by residents or guests must be:

- Within the garage attached to a Unit, or
- In the area in front of the garage door, or
- In the parking spaces at the clubhouse area as regulated in 9.5
- In such a manner, so as not to block any other Unit Owner's access to his/hers garage or any street.

9.4 Prohibited Parking

- Parking is prohibited on all streets within the community even when attending a board-approved event.

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- Parking is prohibited at the turnaround (end of the driveway) and parallel within the entrance driveway.
- Vehicles are subject to towing.

9.5 Clubhouse Parking

No vehicle except owner's/guest's vehicles may be parked in the clubhouse parking areas overnight. Overnight owners/guests may park for no more than forty-eight (48) consecutive hours. Anyone using the clubhouse parking area as overflow should park at the far end of the parking area and not in front of the clubhouse. Do not use for overflow parking when there are large scheduled events such as community parties, board meetings, bingo or when the clubhouse is rented. Handicap Parking space is for the use of clubhouse users only. Relocation, substitution or a short-term move of the vehicle does not relieve the Unit Owner from the forty-eight (48) hour requirement. Vehicles parked there for more than forty-eight (48) hours are subject to being towed at the Unit Owners expense, whether or not the towed vehicle is owned by the Unit Owner or the Unit Owner's invitee.

9.6 Vehicle Repair

No repair work performed on vehicles is permitted other than in garages. No motorized vehicles, including, without limitation, motorcycles and mopeds, may be driven or used upon the Common or Limited Common Areas (except for paved roads, parking areas and driveways).

9.7 Community Speed Limit

The speed limit within the community is 15 mph.

10. Clubhouse Swimming Pool

10.1 Pool Use

The pool is for the exclusive use of the unit owners, family members living with the unit owner and their guests. Any person in the pool area who cannot be identified as a unit owner, a member of a unit owner's family who is living with the unit owner, or guest of a unit owner (accompanied by the unit owner) will be asked to leave the pool area. Unaccompanied guests will be asked to leave the pool area. Lessee has the same pool privileges as the unit owner.

All persons using the pool must follow the pool rules, which are posted conspicuously in the pool area and set forth in this document.

The Board of Directors has the right to suspend the right of any person to use the pool as a result of any violation of such rules and to prohibit any person from using the pool as a result of repeated violation of such rules or hazardous or unsafe conduct in the pool area that continues, or is repeated after a warning to cease such behavior has been given.

10.2 No Lifeguard

All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

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10.3 Age Restriction

All children under the age of 18 must be accompanied by an adult resident age 18 or older.

10.4 Clubhouse Door – Code Access

Residents must not give the clubhouse door code to anyone. Residents should open the clubhouse door for friends and relatives who are visiting the pool and need access to the restrooms.

10.5 Pool Guests

10.5.1 Guests are limited to four (4) per household, and must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present.

10.5.2 On occasion, permission to bring more than four guests to the pool may be given. Contact a board member.

10.5.3 A resident may request that the board approve an extended-stay guest, pool privileges. The request must be in writing. The resident may request in writing from the Board that the extended-stay guest (18 years of age or older) be allowed to use the pool, unaccompanied by the resident, as long as the resident is at his residence (not out-of-town).

10.6 Prohibited Items/Activities

The following are prohibited in the pool area:

- Glass or breakable items
- Rafts or floats, except noodles and noodles with seats, which are permitted
- Jumping, running, diving or disruptive behavior
- Excessive noise – Music may be played if it is not disruptive and does not plug into an electrical outlet
- Wet swimwear in the clubhouse
- Electrical devices
- Animals or pets
- Private pool parties
- Reserving tables/chairs
- Smoking in that area inside the fence around the pool
- Diapers except “swimmers”

10.7 Swim Attire

Swimming is permitted only in garments sold as swimwear (this includes “swimmers” for infants and children not yet toilet trained). No diapers are permitted in the water.

10.8 Reserving Tables/Chairs

Lounge chairs or tables may not be reserved and must be repositioned in an orderly fashion after use.

10.9 Pool/Deck Furniture

Pool deck furniture is available to use from the first Saturday in May, until the last Saturday in September.

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10.10 Hours of Operation

The pool will be open daily during swimming season 9:00 a.m. until 10:00 p.m. Gates are locked at 8:00 p.m. Access after 8:00 p.m. is through the clubhouse. The pool hours may be changed from time to time by the Board.

11. Community Center and Clubhouse

11.1 Clubhouse Rental

The clubhouse and related parking area shall be under the control of the Association for the private use of the Unit Owners and the Association. It will be available for rental to Unit Owners only for non-profit parties or meetings, subject to such security deposit, rental and other guidelines as the Board of Directors may promulgate from time to time, including but not limited to the following:

- 11.1.1 \$100.00 rental fee and \$125.00 refundable deposit (\$225.00 Total) for up to 5 hours of rental time. Add \$25.00 rental fee for each additional hour requested in the rental agreement. Reservations will be granted on a first request basis, only one rental per day. A rental agreement is required. The Management Company must receive all monies at least two weeks prior to the rental date.
- 11.1.2 Exclude the following holidays from clubhouse rental: New Year's Day, Valentine Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. *When the pool is open (Memorial Day through Labor Day), the clubhouse is available to rent only on Friday, Saturday and Sunday evenings beginning no earlier than 5 p.m.*
- 11.1.3 Children and teenage parties are prohibited.
- 11.1.4 The renting resident will have exclusive use of the party room *only*. *The exercise room and kitchen pantry will be locked when the clubhouse is rented.* His or her guests may not use the pool or exercise equipment, and the pool may not be reserved for any party. No party items, *including paper towels or trash bags*, will be furnished by the Association.
- 11.1.5 The renting resident will be responsible for all clean up and trash removal. Take your trash with you. Cleanup must be completed at the conclusion of the event within the scheduled rented hours.
- 11.1.6 Damages to the Clubhouse or equipment and any follow-up cleaning required to be done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident will be billed for the difference.
- 11.1.7 If a resident has more than 10 guests in the clubhouse, they must rent the clubhouse. Otherwise, the clubhouse is available for all residents, except during scheduled activities.
- 11.1.8 The Clubhouse is available for one day to family members of a deceased resident without charge based on availability and subject to all rules and regulations as contained in the rental agreement.

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11.2 Pets

No pets allowed in the Clubhouse.

11.3 Smoking

No smoking allowed in the Clubhouse or in that area inside the fence around the pool.

11.4 Exercise Room

Any guest using the exercise room must be accompanied by a unit-owner. No one under the age of 18 years is permitted in the exercise room at any time.

11.5 Clubhouse Furniture

Furniture or household items of any kind may not be removed from the clubhouse for any purpose.

11.6 Clubhouse Temperature

The clubhouse temperature is set at 70°F in winter and at 76°F in summer.

11.7 Alcohol Policy

As of July 1, 2011, The State of Virginia no longer requires that a resident obtain a Banquet License to bring alcohol into his/her clubhouse.

Residents and guests are expected to behave in a responsible manner.

12. Trash Collection

12.1 Containers Set Out for Pickup

Trash containers shall be set out at the curb in front of a Unit after 5:00 p.m. the evening preceding collection and removed from the curb by 9:00 p.m. the day of collection.

12.2 Type of Container

All trash must be in a container and only trash containers with lids are permitted.

12.3 Storage

Trash containers when not set out for collection, must be kept inside the garage.

12.4 Spills

Unit Owners are responsible for cleaning trash spilled from their containers.

13. Snow Removal/Ice

13.1 Criteria

The contracted company will be called to remove the snow when the snowfall is at least three inches and falling. At the discretion of the Board, snow may be removed from the entrance and exit area to the community, the community roads, driveways, between the attached driveways (in front of the garages), and a path will be cleared to the clubhouse, and in front of the mailboxes.

13.2 Deicer

The use of asphalt safe deicer for owner application is approved. Residents should purchase the deicer for their personal use. An asphalt safe deicer will be stored in the clubhouse for use on the clubhouse walks.

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14. Solicitation, Garage Sales and Online Estate Sales

Solicitation by commercial enterprises is not permitted within the community. Garage sales and tag sales are specifically prohibited, unless approved by the Board of Directors as a planned community activity.

Online Estate Sales are allowed with the approval of the Board. The Online Estate Sale form must be submitted for approval before an agreement has been made with the vendor.

15. Condominium Sales

A Unit Owner who sells his Unit is responsible for complying with the requirements of: Section 55-79.97 of the Condominium Act, Bylaws and all documents of Norwood Pond at Winterpock, A Condominium. The Act requires the seller to obtain from the unit owners' association a Resale Certificate and provide it to the purchaser. A copy of these documents may be requested from the Managing Agent.

16. Rentals/Leases -Limited (see Bylaw Article 6, Section 6.9(b) as amended)

16.1 Owner Occupied/Non-Owner Occupied

16.1.1 Units must be 95% owner occupied. Rentals/leases are not allowed when limit has been reached.

16.1.2 Non-owner occupied units includes units occupied by relatives of the non-resident owner.

Owners must obtain approval from the Board of Directors to rent/lease or allow anyone to live in their unit.

A waiting list for rentals is maintained by the Management Office and the Board.

The Unit Owner and non-owner are responsible for complying with all Norwood Pond documents.

16.2 Leasing

A lease agreement shall be signed and filed with the Managing Agent.

All lessees shall acknowledge that they have received a copy and read the amended Bylaws, and rules and regulations prior to occupancy and will abide by them.

All leases shall be for a period of 12 months.

Request for renewal from the Board shall be made 45 days prior to the lease expiration.

Sub-leasing is not permitted.

16.3 Hardship

The Board has the authority to grant hardship waivers. The degree of hardship will be at the Board's discretion.

16.4 Further Information

See Appendix A for further information.

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17. Uses Affecting Insurance

Nothing shall be done or kept in or upon any Unit or any portion of the Common Areas that will increase or in the opinion of the Board of Directors reasonably may be deemed to risk increasing the rate of insurance for the Condominium without the prior written consent of the Board of Directors, which consent the Board shall not be obligated to give and may condition upon the requesting Unit Owner(s)' agreement to reimburse the Association upon demand for the increase in insurance premiums incurred by the Association. No Unit Owner shall do, cause or permit anything to be done or kept, cause to be kept or permit to be kept in his Unit or upon any portion of the Common or Limited Common Areas, which results, or in the opinion of the Board of Directors reasonably may be deemed to risk resulting in cancellation of insurance on the Condominium or any part thereof. No resident shall dispose of waste with respect to his Unit or any portion of the Common or Limited Common Areas. If the Board approves any request made pursuant to this rule conditioned upon an agreement to reimburse the Association for increased insurance premiums incurred by the Association and the Unit Owner(s) default(s) in such obligation, the amount due shall be an assessment against the Unit(s) involved and shall constitute a continuing lien and obligation of the Unit Owner(s) as provided in the Bylaws and Section 55-79.84 of the Condominium Act.

18. Unlawful Uses

No unlawful use shall be permitted within a unit or on the Norwood Pond Property.

19. Mailboxes

No mailbox shall be placed on any portion of the Common Elements other than pursuant to the guidelines established by the Board of Directors.

20. Nuisances, Etcetera's

No unit owner shall conduct, cause or permit to be conducted, any noxious or offensive trade, activity or activity constituting a nuisance within his unit or on, over or across any portion of the Common Areas. Any dispute concerning whether or not an existing or proposed trade or activity is in violation of this rule shall be resolved by the Board of Directors, whose decision shall be final and binding upon the Association and all unit owners.

21. Residential Use

21.1 Comply with the Bylaws

Residents must comply with Section 6.9 of the Bylaws.

21.2 Occupancy change

Owner and/or resident must notify the Board and Management in writing if there is an occupancy change in the unit. The required information is name, length of stay and notification that Norwood Pond is the legal address.

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Appendix A

Rules and regulations for non-owner lease agreement

On August 11, 2008, an amendment (Book 8444, Page 0729) (hereafter “the amendment”) was filed to the Bylaws. This amendment, Sections 6.9 (b)(ii), established that at all times the percentage of Unit Owner Occupied Units be ninety-five percent (95%) or greater. At the time of this filing less than 95% were, in fact, owner occupied. As such, the amendment gave these owners perpetual right to have their unit “non-owner” occupied as described in the amendment. The amendment further requires the Board to “adopt guidelines pertaining to the creation and monitoring of a waiting list of Owners, based on chronological application”

A. Guidelines

The Board shall establish a list of Unit Owners that wish to rent their units. This list will be retained by the Managing Agent, as well.

The list will be established as provided in Section C below.

There are 124 units in the community and only six (6) units may be Non-Owner Occupied (5%). For example, if there are five (5) Non-Owner Occupied Units, one (1) additional unit can be rented.

B. Change in Occupancy

If the owner wishes to continue to lease with a different occupant, as provided above, that new occupant shall acknowledge that:

1. I have been given a copy of the Articles of Incorporation, Declaration, Bylaws and Rules and Regulations of the Association by the Owner, and
2. I have read and agree to comply with the Articles of Incorporation, Declaration, Bylaws and Rules and Regulations of the Association.

C. Waiting List

If other owners wish to list their unit, the following shall occur:

The owner must notify the Managing Agent and the Board and request that his/her name be placed on the waiting list. The owner will be advised of his/her position on the waiting list. From time to time, the status of rental availability shall be noted in the Newsletter.

The owner at the top of the list shall be notified by the Board that their unit may be rented. That unit shall be available to be listed as rental for a period of forty-five (45) days. If the unit has not been rented during that period, the next owner, on the list, shall have the same forty-five (45) day period to rent and the former shall go to the bottom of the list.

D. Lease Agreement(s)

A lease agreement shall be signed and filed with the Managing Agent. On an annual basis, the rental-unit owner shall provide documentation to the Managing Agent of the renewal of the existing lease. Should the existing lease be terminated and a new lease agreement is executed, the rental-unit owner shall provide the Managing Agent with a copy of the said signed lease agreement and shall follow the existing guidelines.

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The Board may require the unit owner to provide the Managing Agent with the names and contact information of the tenants and authorized occupants under such lease and any authorized agent of the unit owner, and vehicle information for such tenants or authorized occupants. No unit or portion thereof shall be leased/rented for any period less than twelve (12) months in duration. Sub-leasing is not permitted.

A lesser period may be requested by the Unit Owner in writing to the Board. (See Section 16.3 Hardship.)

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Appendix B

The Unit Owner shall request any renewal of this lease, forty-five (45) days prior to expiration of the current term.

A. Acknowledgment of Document Review

The lessee shall, by circling **Yes** or **No**, recognize the following:

1. I have been given a copy of the Articles of Incorporation, Declaration, Bylaws and Rules and Regulations of the Association by the Owner. Yes No
2. I have read and agree to comply with the Articles of Incorporation, Declaration, Bylaws, and Rules and Regulations of the Association. Yes No
Specific attention should be paid to Rules and Regulations, Parking (Section 9) and Pets (Section 8).
3. The Unit Owner has confirmed with the Board that the percentage of Unit Owner Occupied Units is not below ninety-five percent (95%) and has given that information to me in writing. Yes No

B. Copy of Appendix B – Document Review

Promptly following the execution of a lease, the Unit Owner shall forward a copy of the acknowledgment of Document Review to the Managing Agent.

Owner: _____

Date: _____

Address: _____

Phone: _____

Lessee/Non-owner: _____

Date: _____

Address: _____

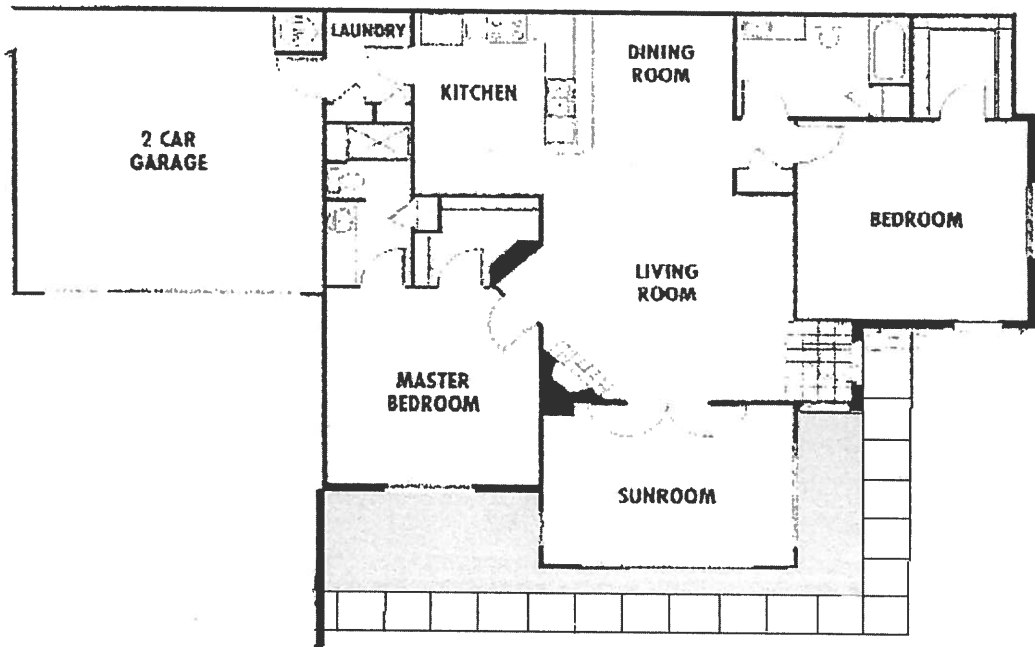
Phone: _____

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Appendix C

Resident Planting Area – Diagrams – See Shaded Area

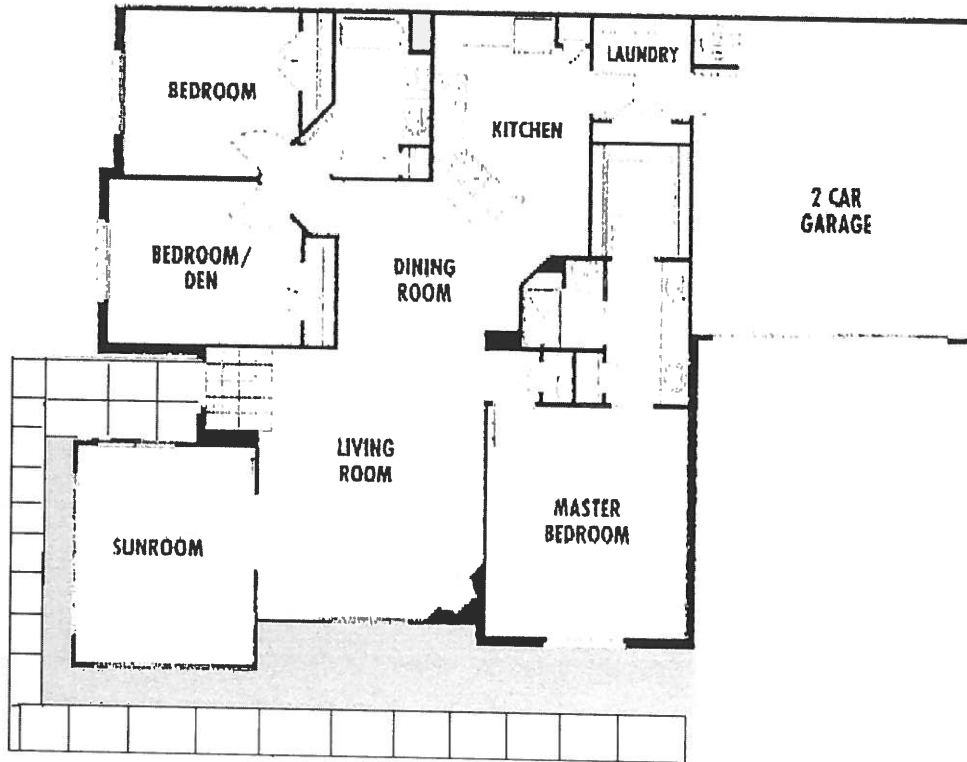
1. **The Abbey**



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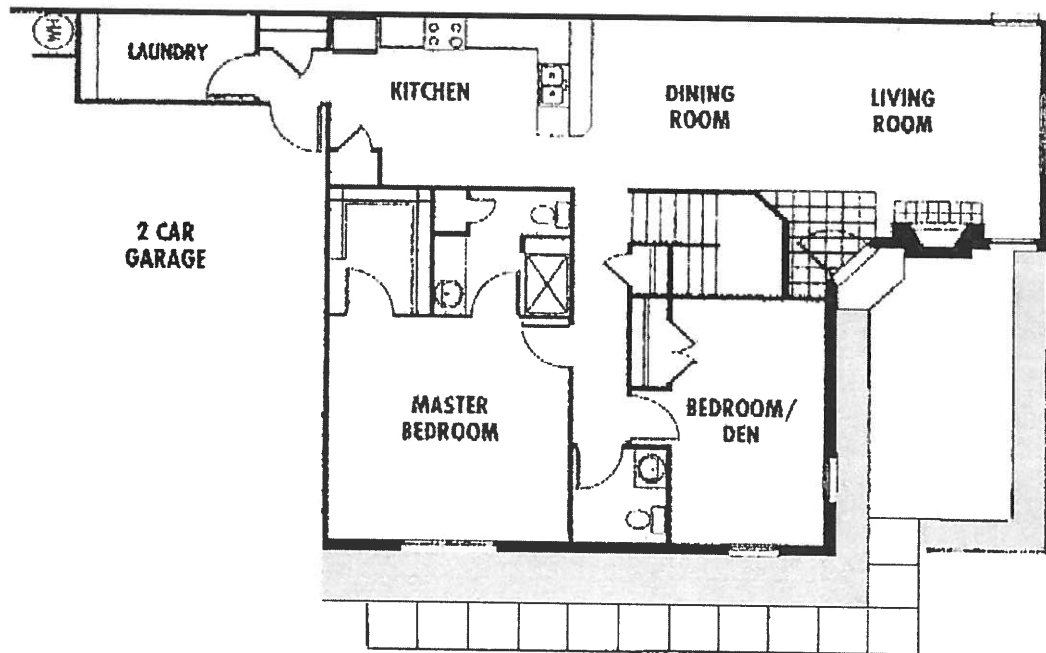
2. **The Canterbury**



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Resident Planting Area Diagrams – See Shaded Area

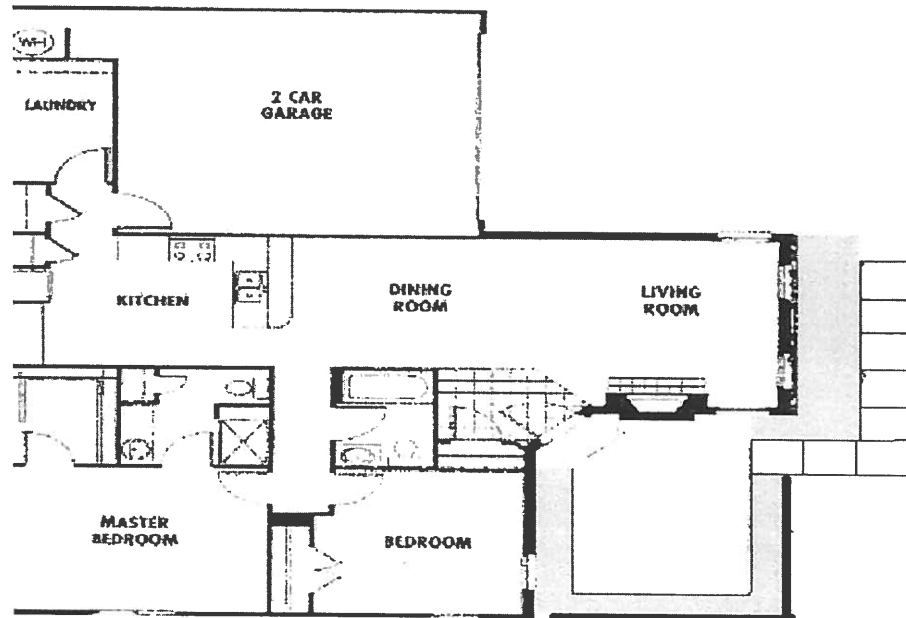
3. The Chateau



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Resident Planting Area Diagrams – See Shaded Area

4. The Villa



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Appendix D

Approved Plant List for Resident Planting Areas

Please keep these guidelines in mind when choosing plants for your personal planting space:

- Size – *Plants cannot encroach on the building or the walkways.*
- Height – Shrubs and flowering plants should have a maximum height of 36 inches.
- Sunny Areas – Receive six or more hours of sun per day, or strong afternoon sun.
- Shady Areas – Receive less than 6 hours of direct sun light per day, or shade after noon.

Sunny Area Perennials

Abelia “Little Richard”	Chrysanthemums	Manarda
Artemisia	Coreopsis “Moonbeam”	Perovskia
Aster	Daylily – any type	Phlox – any type
Astilbe	Dianthus	Rosemary
Bachelor’s Button	Echinacea	Salvia
Black-eyed Susans	Grass “Maiden”	Sedum – any type
Blue Star Flower	Hosta	Verbena
Campanula	Iris	Veronica – any type
Carpet Rose	Liatris	Yarrow

Grasses “Fountain”, “Bunny”, “Hamelin”, or other that is less than 36 inches at maturity.

Sunny Area Evergreens

Holly “Carrissa”	Holly “Hoogendorn”
Nandina “Moonbay”, “Firepower”	Azalea “Chinzan”
Juniper “Blue Rug”, “Bar Harbor”, “Blue Pacific”	

Sunny Area Annuals

You may plant anything that does not exceed 36 inches in height.

NORWOOD POND AT WINTERPOCK,
A CONDOMINIUM
Amended and Restated
Community Rules and Regulations

Shady Area Perennials

Ajuga
Alchemilla
Anemone
Astilbe
Bergenia
Bleeding Heart

Brunnera
Campanula
Columbine
Coral Bells
Ferns – any type
Geranium

Helleborus
Hosta
Lily of the Valley
Solomon Seal
Tradescantia
Trillium

Shady Area Evergreens

Daphne

Gardenia

Holly “Helleri”

Shady Area Annuals

You may plant anything that does not exceed 36 inches in height.

Prohibited Plantings

Plants that spread, such as Ivy, Monkey Grass and Pachysandras are not allowed.