

# RULES AND REGULATIONS

**of the  
VILLAS AT DORSEY CONDOMINIUMS**  
Rev. 2, May 1, 2019

## (A) GENERAL

(1) VILLAS AT DORSEY CONDOMINIUMS COUNCIL, INC. (the Council) acting through its Board of Directors on behalf of the unit owners has adopted the following Rules and Regulations pursuant to Article V Paragraph (C) of the Amended and Restated Master Deed and Declaration. These Rules and Regulations are meant to supplement, not supersede the Amended and Restated Master Deed and Declaration and Amended and Restated Bylaws in governing the operation of the Villas at Dorsey Condominiums. Terms used in these Rules and Regulations without definition shall have the definitions set forth in the Amended and Restated Master Deed and Declaration. These Rules and Regulations may be amended from time to time or repealed by resolution of the Board of Directors enacted in accordance with the Amended and Restated Master Deed and Declaration and Amended and Restated Bylaws of the Council.

(2) Wherever in these regulations reference is made to “unit owners” such term shall apply to the owner of any unit within the VILLAS AT DORSEY CONDOMINIUMS, to such unit owner’s family, servants, employees, agents, visitors, and to any guests or invitees of such unit owner. Wherever in these regulations reference is made to the Council, such reference shall include the Council and any managing agent for the Villas at Dorsey Condominiums when the managing agent is acting on behalf of the Council.

(3) The unit owners shall comply with all the regulations hereinafter set forth governing the units, decks, drives, grounds, parking areas, and any other common elements and limited common elements appurtenant to the condominiums project. (3) The unit owners shall comply with all the regulations hereinafter set forth governing the units, buildings, building entrances, decks, drives, recreational areas, grounds, parking areas, and any other common elements appurtenant to the condominiums project.

## (B) RESTRICTION ON USE

(1) Except as provided in the Amended and Restated Master Deed and Declaration, no part of the condominium project shall be used for any purpose except single family residential housing and the other purposes incident thereto and for which the condominium project was designed. Each unit shall be used only as a single family residence.

(2) There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior written consent of the Board of Directors. No portion of the common elements shall be decorated or furnished by any unit owner in any manner without prior approval by the Board of Directors. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The sidewalks shall be used for no purpose other than for normal transit. No unit owner shall enter upon the roofs of any of the buildings without prior consent of the Board of Directors.

(2a) No antennas, satellite dishes, or other devices for transmitting or receiving electronic, microwave, or similar signals or any other structure, equipment, or other similar items may be placed on any roof or in any portion of the common elements without the prior express written approval of the Board of

Directors. Any request for a satellite dish installation must be submitted to the VADCC Board of Directors, using the unit modification form and submission process found on the VADCC website: [villasatdorsey.net](http://villasatdorsey.net). The Board's decision will be based on an understanding and alignment with Federal Communication Commission's "Telecommunication Act of 1996" and its amendments. In general, satellite dishes will be approved if they are of the proper size and located on the owner's limited common areas (patio or decks). Satellite dishes will not be approved in any common area of the VADCC (for example roofs, exterior walls, or any common grassy area).

(3) Nothing shall be done or kept in any unit, on the common elements or the limited common elements that will increase the rate of insurance for the buildings or contents thereof without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or on the common elements or limited common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any public law, ordinance, or regulation. No gasoline or other explosive or flammable material may be kept in any unit or storage area. No waste shall be committed on the condominium project. All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the board of fire underwriters and the public authorities having jurisdiction over the same, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.

(4) All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere.

(5) No playing or lounging shall be permitted on the common elements. Items such as baby carriages, bicycles, playpens, wagons, and toys shall not be left unattended in common areas and limited common areas.

(6) The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such appliances shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the unit owner causing such damage. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus that may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

(7) No unit owner shall sweep or throw or permit to be swept or thrown from the unit, from the doors, windows, or decks thereof, any dirt, water, or other substance.

(8) Nothing shall be done to or in any unit or to or in the common elements or limited common elements which shall impair or would be likely to impair or change the structural integrity of any of the buildings, nor shall anything be altered or constructed on or separated from the common elements or limited common elements, except upon the prior written consent of the Board of Directors.

(9) No unit shall be used for any unlawful purpose and no unit owner shall do or permit any unlawful act in or upon a unit. No improper, unlawful, noxious, or offensive activity shall be conducted in any unit or on the common elements or limited common elements, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to the other unit owners or occupants of the units. No unit owner shall make or permit any unreasonably loud or disturbing noises in any unit, or on the common elements or limited common elements or do or permit anything to be done which will unreasonably interfere with the rights, comforts, or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument, or other sound-producing device in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced

volume, no unit owner shall operate or permit to be operated any such sound-producing devices in a unit between the hours of midnight and the following eight o'clock am, if such operation shall disturb or annoy other occupants.

(10) No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise whether or not designed for profit, altruism, exploitation, or otherwise, shall be conducted maintained, or permitted on any part of the condominium project, nor shall any unit be used or rented for transient, hotel, or motel purposes. No sign or other window displays or advertising shall be maintained or permitted on any part of the condominium project or in any unit, except that unit owners, the Board of Directors, or its managing agent, and any mortgagee who may become the owner of any unit, may place a "for sale" sign in the yard area directly in front of the unit for sale for the purpose of selling the same, but in no event will any such sign be other than approximately two feet by two feet nor shall it contain any material considered offensive by the Board of Directors in its discretion (and any sign in violation hereof shall be forthwith removed upon notice from the Board of Directors or may be removed without liability by the Board of Directors).

(11) No unit owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building. No signs, lettering, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, entrances, doors, windows, or roof of any part thereof without the proper written consent of the Board of Directors. No unit owner is to cause or permit anything to be permanently affixed on the exterior of a unit or the common elements and limited common elements appurtenant thereto, whether through or upon the windows, doors, or masonry of such unit without the prior written consent of the Board of Directors. No items such as exhaust fans, air conditioning apparatus, and television antennas are to be installed beyond the boundaries of the unit without the prior written consent of the Board of Directors.

(12) No personal property or other articles shall be lifted out or exposed on any part of the common elements. The prohibition herein includes, without limitation, laundry, clothing, and other such items. No clothesline, clothes rack, or any other device may be used to hang any items on any window or deck, nor may such devices be used anywhere on the common elements or limited common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials. Decks shall not be used as storage areas. No deck shall be enclosed or covered by a unit owner without the prior written consent of the Board of Directors. Owners shall also not cause or permit any curtains, shades or other window coverings to be hung inside or outside any windows which will show any color on the outside other than white or off-white.

(13) The planting of plants, flowers, trees, shrubbery, and gardens of any type is prohibited anywhere on the common elements without the prior written consent of the Board of Directors. No fences may be erected around or on the common elements or limited common elements without the prior written consent of the Board of Directors.

(14) Solicitors are not permitted. Any unit owner who is contacted by a solicitor on the property is requested to notify the Board of Directors.

#### (C) PET RULES

(1) No animals including reptiles of any kind shall be raised, bred, or kept in any unit or on the common elements or limited common elements, except that dogs, cats, or caged birds (not to exceed two per unit, not greater than forty five (45) pounds) may be kept in a unit, subject to compliance with the Amended and Restated Master Deed and Declaration, Amended and Restated Bylaws, and these regulations.

(2) No pet may be maintained in a unit if it becomes a nuisance. Actions which will constitute a

nuisance include but are not limited to an attack by the pet on a person, or more than one unprovoked attack on other animals, abnormal or unreasonable crying, barking, or scratching, or fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, and repeated defecation in or on all common elements or limited common elements as defined in the Amended and Restated Master Deed and Declaration.

(3) All pets must be registered and inoculated as required by law.

(4) Pet owners are fully responsible for personal injuries and or property damage caused by their pets and shall (and does hereby) indemnify the Council and all other unit owners for all loss, cost, claim, and expense, including, without limitation, reasonable attorney fees caused by such pets.

(5) All pets must be leashed or carried; leashes must be the appropriate length for the close control of the pet.

(6) Owners of pets walked upon the common elements or limited common elements must promptly clean up their pets feces in a sanitary manner in all areas. The Board of Directors may establish a process for warnings and fines for violations of this regulation.

(7) No electric fences will be permitted in or on the common elements.

#### (D) PARKING AND STORAGE

(1) No personal property may be stored on the common elements. All personal property placed in any portion of the buildings or any place appurtenant thereto shall be at the sole risk of the unit owner and the Council shall in no event be liable for the loss, destruction, theft, or damage to such property.

(2) Should an employee of the Council or its managing agent at the request of a unit owner move, handle or store any articles in storage rooms or remove any articles there from or handle, move, park, or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent solely of the unit owner and not of the Council for such purpose. The Council shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith. Employees of the Council shall be under no obligation to do or perform any of the foregoing, and this section is solely for the purpose of clarifying that the Council shall have no liability for any such actions by any employee of the Council or its managing agent.

(3) No trailers, campers, recreational vehicles, boats, or commercial vehicles may be parked on the common elements or limited common elements of the condominium project. No junk or derelict vehicle, no vehicle on which current plates are not displayed, or no covered vehicles shall be kept upon common elements or limited common elements of the condominium project. Only (a) emergency maintenance, (b) ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements), and (c) normal cleaning are permitted on the common elements and limited common elements. No vehicle may be parked anywhere on the street or in the designated parking areas for more than 48 consecutive hours without prior written consent from the Board of Directors.

(4) All unit owners shall observe and abide by all parking and traffic regulations posted by the Council or by governmental authorities. Vehicles parked in violation of any such regulations may be towed away at unit owner's sole risk and expense.

(5) Parking in a manner that blocks sidewalks or driveways is not permitted. If any vehicle owned or operated by a unit owner, any member of such owner's family, guests, or invitees shall be illegally parked or abandoned on the condominium project, the Council shall be indemnified and held harmless by such unit owner for any and all loss, claim, damage, or expense, including but not limited to

reasonable attorney fees, that may ensue. Any such vehicle may be towed or removed by the Council at the expense and sole risk of the unit owner. The Council shall have no responsibility for damage to any vehicle so removed.

#### (E) ENTRY INTO UNITS

(1) It is important for unit owners to understand that emergency entrance into their unit may be necessitated by the fact or threat of fire, flood, or any other emergency condition which is likely to adversely affect the common elements or other units. It is recommended that every unit owner set up emergency entrance procedures by sharing keys or garage entry codes with other unit owners. The unit owners shall advise the Board of Directors as to the person(s) that has a key for emergency entrance to their unit. The Council shall have no liability to any unit owner for damages caused by emergency entrance to their unit or failure to enter any unit in the event of an emergency.

(2) Non-emergency entrance into units will be pursuant to Article VI Paragraph (C) of the Amended and Restated Master Deed and Declaration.

(3) Employees and agents of the Council are not authorized to accept packages, keys, money, or articles of any description from or for the benefit of a unit owner. If packages, keys (whether for a unit or an automobile), money, or articles of any description are left with the employees or agents of the Council, the unit owner assumes the sole risk therefor and the unit owner, not the Council, shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. The Council, including the Board of Directors or the managing agent, does not assume any responsibility for loss or damage in such cases. Deliveries requiring the Council or its managing agent to provide entrance to a unit will not be accepted.

#### (F) COMMON ELEMENTS

(1) All persons using any of the common elements or limited common elements do so at their own risk and sole responsibility. The Council does not assume responsibility for any occurrence, accident, or injury in connection with such use. Each unit owner waives any right to make any claim against the Council, its servants, agents, or employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the common elements or limited common elements. Each unit owner shall hold the Council harmless from any and all liabilities and any action of whatsoever nature by any guests or invitees of such unit owner arising out of the use of the common elements or limited common elements, except where such loss, injury, or damage can be clearly proved to have resulted from and been proximately caused by the direct willful action or gross negligence of the Council or its agents, servants, or employees in the operation, care, or maintenance of the common elements.

(2) Any damage to the buildings or other common elements or equipment or limited common elements caused by a unit owner or such unit owner's pet(s) shall be repaired at the expense of the unit owner promptly upon request from the Board of Directors or its managing agent.

#### (G) SUSPENSION OF RIGHT TO USE COMMON ELEMENTS

In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors shall have the right to bar the use by a unit owner of any of the common elements except those necessary for ingress and egress to a unit for failure to make payment of any assessments or fees due as provided for in the condominium documents.

#### (H) MOVING

Move-ins and move-outs are restricted to the hours between 8:00 am 9:00 pm. Each unit owner is responsible for the proper removal of trash, debris, crating, or boxes relating to that unit owner's move-in or move-out.

(I) CONTRACTOR, VENDOR, AND UNIT OWNER NOISE-MAKING JOBS

Contractor, vendor, and unit owner noise-making jobs are restricted to weekdays and Saturdays from 8am to 7pm or dusk (whichever is earlier). On Sunday no noise-creating jobs are allowed. This pertains to any construction, remodeling, pressure washing, use of compressors, power tools or other activities which create noise and therefore affect neighboring properties. The unit owner initiating the job must give prior notice to a shared-wall neighbor about the work to be done. The only exception to the above rules would be in the case of a true emergency. Any noise-making work performed at the request of the Council will also adhere to the above stated days and times.

(J) COUNCIL

(1) All charges and assessments imposed by the Council are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office by check, money order, or electronic payment payable to the order of the Council or otherwise as the Board of Directors may direct. Cash will not be accepted.

(2) Complaints regarding the management of the condominium project or regarding actions of other unit owners shall be made in writing to the Board of Directors or its managing agent. No unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the managing agent of the Council.

(3) A unit owner may apply to the Board of Directors or its managing agent for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Directors, for good cause shown, if in the judgment of the Board of Directors such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the condominium project was formed or present a material adverse risk to the Council, the condominium project, or the other unit owners.

VILLAS AT DORSEY CONDOMINIUMS COUNCIL INC.

By: \_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_