

Dominion Townhouse Association Introduction to Rules and Regulations

The Association's governing documents provide that the Board of Directors shall have power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. Acting, in accordance with that authority, the Board of Directors of Dominion Townhouses has adopted the following Rules and Regulations, which are intended as guidelines to define acceptable, conduct for the unit owners, their families, tenants and guests. The purpose of these Rules and Regulations is to enhance, maintain, and to protect the value of property to ensure that Dominion Townhouses remains a peaceful and attractive place in which to live.

The Declaration of Covenants, Article VII, Section 1, states that "No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

If the unit is rental property, it is the responsibility of each owner to give a copy of these Rules and Regulations to the tenant. The unit owner is legally responsible for the compliance to these Rules and Regulations. When legal action becomes necessary, it is the unit owner who is the party responsible.

Dominion Townhouse Association Rules & Regulations

A. General

1. No building, fence, wall or other structure shall be erected nor landscaping changes be made without prior approval of the Architectural Review Committee.
2. Unit owners must maintain through repair/replacement those items designated homeowner responsibility, including architectural modifications.
3. The unit owner is responsible for maintaining his yard according to community standards to enhance, maintain and protect the value of the property.
 - a. Items such as tires lumber and discarded appliances/furniture are not permitted to be kept or routinely stored on the lot of the resident except in storage shed.
 - b. Items such as toys, tricycles, bicycles, yard maintenance tools, lawn chairs, etc., are not permitted to be kept or routinely stored in front of residence, in the shrub/flower border, or in the parking area/common area.
 - c. Toys play articles, water hoses, etc. left on the grounds and which interfere with maintenance of said property may be removed without notice to the owner, and any damage to said articles would not be the responsibility of the Association of grounds maintenance. Portable basketball goals may be kept in the rear yard and must remain on the concrete patio.
 - d. Clotheslines, clothes racks, swing sets or gym sets are not permitted in Dominion Townhouse Association.
 - e. Rugs, towels and other articles are not permitted to be hung from windows, mailboxes, fences or left in the front of the residence.
 - f. Building/construction of furniture and other articles must be done in backyards of units. All building materials must be stored in the storage shed when not in use and work area must be cleaned up each day.
4. If a unit owner fails to keep his unit and respective yards in good repair, causing the Association to have to make such repair, then the unit owner will be responsible for payment of such costs and will be assessed for these costs. Any damage to the common grounds caused by a unit owner, renter, family member, guest or visitor shall be repaired at the expense of the unit owner involved.
5. Recreational facilities are not provided by the Association for activities such as the following:
 - a. Skateboarding, skateboard ramps, bicycle ramps and roller-skating are not permitted in Dominion Townhouses.
 - b. Sports activities such as football, baseball, basketball and soccer are not permitted on mulched or grassy areas.
 - c. Bike Riding is permitted only on roadways – not on sidewalks, or mulched and grassy areas.

6. Owners and occupants must avoid making or permitted loud or objectionable noises that may disturb other owners or occupants and shall not play musical instruments, radios, TV sets, stereos, etc. in a manner that disturbs other occupants.
7. All minors sixteen (16) years of age and under must be accompanied by an adult when on the grounds of Dominion Townhouses between the hours of 11:00 p.m. and daylight in accordance with the County of Henrico.
8. Soliciting is not permitted within Dominion Townhouses by residents or any organization. Violations should be reported to the Henrico County Police immediately.
9. Loose trash is to be put in plastic bags, and in turn kept in sturdy metal or plastic trashcans resistant to animals. Only bagged trash will be picked up. Homeowners are required to set their trash on the outside of the fence if the owner's yard is fenced in. The trash container can be placed outside the night before the trash pickup day and must be placed back in the yard once the trash is removed. The common area is not an alley. It is not a repository for trashcans, building materials, tree trimmings, furniture, cardboard boxes, Styrofoam packing materials, etc.
10. Littering in Dominion Townhouses and adjacent area is prohibited.
11. "For Sale" or "For Rent" signs are to be placed at scrub level in the base border and must be of the foot-type variety. Signs are not permitted to be displayed from windows, doors or common ground. Signs must not exceed the dimensions of 12" X 24". Only one sign is allowed per residence and must be professional in appearance. Hand made signs are prohibited.
12. Owners are required to notify the Dominion Townhouse Association property management prior to the sale of their property in order to obtain a copy of the disclosure packet required by State Legislation. Upon closing, the owner shall immediately notify management of purchaser information. Settlement information should be submitted by closing agents within 7 days of settlement date.
13. Owners are required to provide a copy of their lease agreements to management within 7 days of lease commencement. All leases shall not be for any period less than six (6) months.

B. Motor Vehicles

1. Vehicles must be operable and must have current, valid license plates, county stickers and inspection stickers. Any vehicle which is not properly licensed according to the county and state codes, or which cannot be demonstrated to be operable, will be towed at the owner's expense. Report suspicious or abandoned vehicles to the property manager.

2. Motorized vehicle will be operated on the roadway and parking areas only. Driving and parking on sidewalks, within yards, and the common areas is prohibited. Homeowners will be responsible for damages caused by their vehicles operating in these areas.
3. Vehicles will not exceed a SAFE SPEED OF 15 MPH. Damages to Dominion Townhouse property caused by improper vehicle operation will be charged to the violator.

C. Parking

1. Each resident is entitled to two parking spaces as convenient to the unit as possible but not guaranteed to be in front of the unit. These spaces are not reserved spaces. Straddling lane markings or parking behind other vehicles is not permitted. Parking spaces are for one vehicle at any one time. Guest parking spaces are to be used by guests only and may only be used for a period of 48 hours. Guests should not park directly in front of other units.
2. Parking in fire lanes is prohibited. Call Henrico County Police.
3. During ice and snow conditions, no vehicles are to be parked in roadways.
4. Vehicles may not exceed the dimensions of a Dominion Townhouse parking space (18' long X 9' wide), not be so large as to prohibit reasonable access to the vehicle within the space.

D. Vehicle Repair and Maintenance

1. Vehicle care such as washing, polishing, changing a flat tire, jump-starting and preparation for towing to a commercial repair shop is permitted within assigned spaces. If music is played while washing vehicles, it must be at a reasonable level, which does not disturb other residents. All litter must be picked up.
2. Maintenance and repair associated with flushing radiator, grease/oil changes, tire rotation, brake adjustments, turning and body repair work are not permitted within the community.

E. Unauthorized Vehicles

1. Recreational vehicles, boats, campers, mobile homes, motor homes, house trailers or trailers of every other description, whether towed or motorized are not permitted to be stored or routinely parked on Dominion Townhouse property. Exceptions are allowed for self-driven recreation vehicles of guests for a two-week period. Exceptions will apply only to vehicles, which guests are using as their main mode of transportation and which do not exceed the dimensions of a parking space. Prior permission is necessary.

2. Mini-bikes, dirt bikes, mopeds, all terrain vehicles and the like may not be operated on Dominion Townhouse property.
3. Overnight parking of commercial vehicles is not permitted.
4. PODS (Portable on Demand Storage) are permitted only for moving purposes and may not remain on the premises for a period exceeding 4 days. All PODS must be parked directly in front of the unit owners home.

F. Pets

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that the owners of each lot may keep and maintain two standard domesticated household pets in conformance with the Declaration of Covenants, Conditions and Restrictions provided that such pets are not kept, bred or maintained for any commercial purpose.
2. No pet may be kept on the property, which causes a nuisance resulting in any annoyance, or is obnoxious to the members of the Association or other residents in the vicinity or is in violation of the rules and regulations regarding pets or Henrico County Code.
3. Each owner shall be absolutely liable to each and all remaining owners, their families, guests, permittees and invitees and to the Association for any and all damage to person or property caused by any such pet or pets brought upon or kept on the properties by such owners or by his family, guest, permittees or invitees.
4. Animals may not be tied by rope, chain or any other type leash on the owner's lot or common area. Homeowners with yards enclosed by fences may leave the dog(s) or other domestic animal unattended in the enclosed area; however the pet may not be left unattended for a period of ten (10) hours. Doghouses are allowed in enclosed yards.
5. Residents who keep dogs or other domestic pets in backyards must remove animal waste material from the enclosure to maintain a sanitary condition. Grass and other landscaping in the enclosed area must be maintained by the owner according to community standards.
6. Dogs are to be on a leash and under owner's control at all times and must be accompanied by the owner when outside provided the dogs is not contained within the confines of a fenced area within the rear yard of the owner. Dogs kept in the rear fenced in yard must not be left out so as to cause continuous disturbance to those surrounding owners.
 - a. Owners must immediately remove all animal waste from common area or private property.

7. Cat litter must be placed in secured trash bags prior to putting it in trashcans. Under no circumstances is cat litter to be deposited on any of the common elements, homeowner's yard or areas bordering Dominion Townhouse property.
8. Each resident keeping pets on his or her lot will comply with all requirements of law applicable to such animal. Such laws include, but are not limited to, requirements for licensing, inoculations and animal control.
9. Dogs considered to be of a dangerous nature are prohibited within the grounds of the Association.
10. The Board of Directors shall have the right to order any person whose pet(s) is found in repeated violation of these rules to permanently remove such pet(s) from the premises.
11. These rules will apply to the pets of guests as well as to the pets of residence.

G. Rental Units

1. Unit owner (s) must provide a signed Rental Information Form that the tenant understands and agrees to be bound by the Declaration and Bylaws and Regulations of the Association and agrees to abide by them. Full name(s) must be provided for the Association by the Owner(s). (Forms for this purpose are available at the office of the Association's Property Manager.)
2. Any unit owner who does not comply with the Association's requirements to provide names and addresses of tenants as well as required signatures shall be considered to be in violation of the Rules and Regulations of the Association and may be subject to a hearing before the Board of Directors and consequential charges.
3. Unit owners are responsible for any violation of the Association's Declaration, Bylaws and rules and Regulations by the tenant. In the event of a violation, unit owners may be subject to a hearing before the Board of Directors and consequential charges.
4. No unit shall be rented for transient or hotel purposes, not used as a boarding house situation. All leases shall not be for any period less than six (6) months. Household composition may not consist of more than two (2) unrelated persons
5. Tenants of the unit owners are not members of the Association but are encouraged to assist the Association on committees.

Declarant Signature

Date

**DOMINION TOWNHOUSE
APPLICATION FOR APPROVAL OF PROPERTY IMPROVEMENTS**

Date of application: _____

Applicant's Name(s): _____

Applicant's Mailing Address: _____

Applicant's Phone No. (Home) _____

(Office) _____

Property Location: _____

DESCRIPTION OF REQUEST _____

Attach the following as applicable:

- Plot Plan with proposed modification(s) to approximate scale dimensions.
- Complete description (photos/drawings) as to construction design, material (types and sizes), and color/finish.
- Floor Plan, Elevation, Section Drawing (i.e. footings).
- Copy of County Building Permit

I do, by my signature understand and agree to the following:

1. That I assume total responsibility for the upkeep and maintenance of all modification(s) made in the area. I also acknowledge that obtaining insurance for the improvement is my responsibility.
2. That the modification(s) will not in any way hinder yard care.

3. That I will accept total responsibility for any damage to person or property that may be caused by this modification(s).
4. That the Homeowners Association reserves the right to require removal or repair of the modification at my own expense if: (1) the modification is not constructed or installed as per specifications submitted for approval with this form; or (2) the modification is not maintained in a safe condition; or (3) the modification is not maintained in keeping with the surrounding structures and is not satisfactory to the Board of Directors.
5. I certify that I have read and agree to follow the rules and regulations pertaining to architectural control and review (if applicable).

Date

Signature

Architectural Review and Approval:

The Architectural Review Committee shall be comprised of a minimum of three Members, any two may act as a quorum for approval or denial of an applicant's Request. The committee shall make such approval or denial in writing to the Applicant indicating:

- (i) Approval
- (ii) Conditional approval (meaning approval only if stated conditions are met or changes are made).
- (iii) Denied (meaning not approved for construction, reasons will be stated in Notification).

NOTE: Applicants must commence construction within six (6) months of the date on the notification of approval of plans and specifications. Failure to commence construction with the specified time period will automatically revoke the approval unless extended in writing by the Architectural Review Committee.

ONCE COMPLETED PLEASE RETURN TO THE BOARD OF DIRECTORS OR THE MANAGING COMPANY