

## **RULES AND REGULATIONS OF SOUTHAMPTON AT SALEM SPRINGS, A CONDOMINIUM**

All use of the Condominium property shall be in accordance with the provisions of the "Declaration, The Bylaws of Southampton at Salem Springs" dated 8 March 2001, Unit Owners' Association and these Rules and Regulations. These Rules and Regulations (R&Rs) are intended for the welfare of the community and to keep our community safe, clean, and a desirable neighborhood to live in. They shall apply to each Unit Owner, their family, guests, employees, agents, and lessees. The association will be governed and administered by the Board of Directors (BOD).

For the purpose of these R&Rs, Condominium Property is defined, per "Declaration of Condominium of Southampton at Salem Springs" dated 8 March 2001, as "means and includes all lands and personal property hereby or hereafter subjected to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium."

Website: <https://southamptonatsalemsprings.wordpress.com/>

1. No sign, advertisement, notice or other lettering, or painting including without limitation, "For Rent" or "For Sale" signs, shall be exhibited, inscribed, painted, or affixed on any part of the Condominium, including, without limitation, on the outside of a Unit or in the windows of any Unit or in the Common Elements without an approved Architectural Review Committee (ARC) form.

a. One "For Sale" or "For Rent" sign complying with the requirements of the ARC will be allowed. Such a sign must be removed within seven (7) days of settlement or commencement of possession by a tenant.

b. Owners who are in the process of selling their Units, must have a pre-sale inspection of the unit exterior making sure it is in compliance with those areas listed in paragraph 25, a, b and c.

2. No unauthorized improvements may be constructed on, or alterations made to the exterior of the buildings or on the Condominium Property without the prior written consent of the BOD. Such prohibited improvements shall include, but not be limited to, any additional buildings, patios, sidewalks, driveways, walls, fences, awnings, windows, doors, screens, enclosing of patios, or landscaping. Landscaping of patios is not prohibited by this paragraph. In such cases when digging is required, the Unit Owner shall contact Miss Utility (dial 811) to locate underground piping and wiring. Cost of repairing damage to utilities shall be the responsibility of the Unit Owner. Should the Owner desire to change/add or alter the outside appearance of their unit, or initiate improvements/repairs as outlined in sub paragraphs "a" through "e" they must submit an ARC form to the BOD for approval. ARC Forms are available from the management or the website: (<http://southamptonatsalemsprings.wordpress.com>)

a. Exterior maintenance and/or repairs which are the responsibility of the Unit Owner, will be completed with like materials of the originally installed items – i.e., windows, doors, etc. Please see our website for approved storm doors, fence guidelines, etc.

b. Steppingstones, as approved by the BOD, may be used leading to patio entrances. The use of garden flags or plaques are permitted in existing mulched areas.

c. Annual/Perennial flowering plants may be planted in the mulched areas on the front and sides of the units. Plants should not exceed twenty-four" in height. The Association and/or the landscape service shall assume no responsibility for the maintenance of/or damage to plants installed by the Unit Owner. Existing beds should not be enlarged or altered in any way and new beds shall not be added. All annuals must be removed at the end of the respective season. Dead or dying plants left in beds constitutes a violation. Borders such as fence, bricks, stones, sprinkler/hose adapter etc. shall not be placed around mulched areas without an approved ARC Form.

d. Replacement of shrub in front of gas meter by Unit Owner shall be a minimum of two (2) feet from the meter with an approved ARC Form.

e. In the event the Unit Owner decides to add shrubbery (at their expense) to the grounds, it is understood said shrubbery becomes the property of the Association and will be maintained as such. The owner must have an approved ARC Form for adding the shrubbery.

### 3. Celebratory Holiday decorations guidelines are as follows:

a. Exterior Christmas decorations may be installed starting the first day after Thanksgiving and must be removed by the second Monday of January. For all other holidays, units are allowed to decorate 21 days in advance of such a holiday with removal seven days after the celebrated date. To the extent that the celebratory holiday display traditions fall outside of these guidelines, the Unit Owner may make an application to the ARC for approval of a waiver.

b. To avoid damage to the buildings and landscaping, no lights or decorations may be attached to the buildings, fencing, mailbox structures, lamp posts, shrubbery, or trees, in a manner that will cause permanent damage. If lights are used to decorate, they shall be placed and/or connected in a manner which will not cause a fire hazard.

c. Lights may be used to decorate the outside of units including landscaping. Front doors and porch areas may be decorated with wreaths, bows, garlands or other displays consonant with the holiday.

d. Lights and decorations may be displayed on the inside of windows.

e. All damage occurring because of holiday decoration(s) would be the responsibility of the Unit Owner. Damage not corrected by the Unit Owner in a reasonable time will be repaired by the management company and charged to the Unit Owner.

4. Laundry, rugs, bathing suits and other articles shall not be hung from the windows, patio fences or any exterior portion of the buildings at any time.

5. Unit Owners may have no planter boxes attached to the building/windows. Flowerpots and or Planters must be well maintained. Maximum of four flowerpots on the front porch and a maximum of four on the driveway/walkways so long as they do not impede general ingress/egress. No vine or growth is permitted to extend through or outside the patio fence line. Vegetable plants shall not be planted outside the patio/fenced area.

6. Individual television, radio antennas, satellite dishes, CCTV, cameras and/or similar apparatus may not be attached to the buildings without the prior approved ARC Form, subject to existing law. No window air conditioning units are allowed. However, in certain circumstances, the BOD can permit such window units, on a temporary basis, after prior coordination with the Unit Owner. Exception: a building mounted holder or ground mounted pole for the display of the American flag is permitted. Display of the American Flag shall be in accord with the US Code.

7. All Common Elements, walkways and driveways must be kept clean and free from unsightly objects, as determined in the sole discretion of the BOD. Water hoses will be kept in a suitable container when not in use. The container shall be in close proximity to the hose bib. Wall mounted hose racks/reels are not permitted. All tools, sporting equipment and other personal articles and equipment must be kept within the Unit/patio. No item stored on the patio is permitted to extend above the six-foot (6') tall fence (except standard patio umbrellas and chaise lounge canopies) without approved ARC form.

8. All improvements, maintenance and landscaping of the Common Elements shall be handled only by the Association. Unit Owners are responsible for the cleanliness of their mailbox.

9. All persons shall reduce noise levels between the hours of 10:00 pm and 7:00 am so occupants of Units will not be disturbed. Unnecessary noises shall be always prohibited including, without limitation, the playing of loud music, including vehicle audio systems, throughout the Condominium Property. No obnoxious, offensive, or illegal activity shall be carried out upon any part of the Condominium, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Unit Owners or which shall in any way interfere with the quiet enjoyment of any Unit Owner. The BOD may determine what is and what is not 'loud' for the purposes of this rule. At a minimum, any noise more than the applicable ordinance(s) of and for the City of Virginia Beach shall be considered 'loud'.

10. Trash/garbage containers shall be housed in each Unit Owners garage or patio. The container shall not be curbside/driveway or grass before 12:00 pm on the day before pickup and will be housed before midnight on the day of pickup. Trash is limited to the capacity of one trash can only. Unit Owner is to check with GFL'S website [www.gflenf.com](http://www.gflenf.com) for their current guidelines.

11. No trash or cigarette/cigar butts shall be discarded in or on the Condominium Property. No lawn debris will be swept or blown into the street. No waste shall be poured or thrown into any storm drain in the community.

12. The streets must be kept clear for ingress and egress of all Unit Owners, emergency equipment, U.S. Mail, utility, and delivery vehicles. Unit Owners may be held liable when improperly parked vehicles (i.e., parked in designated fire lanes, etc.) impede movement of emergency vehicles. Curbside parking is permitted except that which blocks another Unit Owner's driveway or restricts access for other vehicles (i.e., US Postal Service). Curbside parking shall not exceed one (1) vehicle per unit. Homeowners/guests should park in front of Homeowners unit or in the designated visitor parking area at the pool. The parking areas on the North and South sides of the pool area are for Unit Owners and guests only. Should a vehicle owned by the Unit Owner, or their guests leak oil on the driveway, street, parking area at pool, the Unit Owner is responsible for the cleanup of the oil.

13. No vehicle with a visible "For Sale" sign shall be parked on the street or in the parking areas at the pool. Disabled, non-operating, or abandoned vehicles shall be removed from all areas of the Condominium Property, except the owner's driveway. For purposes of this section, any vehicle with non-current state license plates, non-current inspection sticker and or city sticker (if applicable) shall be deemed "abandoned." If necessary, the vehicles will be towed with all expenses being incurred by the owner.

14. Under normal driving conditions, vehicle speed throughout the community shall be ten mph. All damage to personal or community property shall be the responsibility of the driver of the vehicle for repairs. The same liability shall fall on the homeowner who invited the driver is the driver is a guest.

15. No Unit Owner, guest, agent, or lessee shall request personal services from an employee and or a contracted employee of the Association while that employee is performing services for the Association.

16. Pets are permitted on the Condominium Property and in the Units, subject to the following conditions:

- a. Two domestic dog(s)/cat(s) per Unit is permitted on Southampton at Salem Springs property. Exceptions to this rule will be on a case-by-case basis and brought to the BOD for approval. Tropical fish and birds are also permitted. Other animals are not allowed except with prior permission of the BOD, which may be given or withheld in

the BOD's sole discretion. The only exception to the foregoing restrictions is new litters of animals may be kept up to twelve (12) weeks of age.

b. The business of breeding animals is not permitted on Condominium Property or within the Units.

c. All pets when leaving the individual Unit shall be contained or kept on a leash, lead, or other means of restraint and under the control of a responsible person capable of physically restraining the pet when leaving their individual Unit.

**d. PET OWNERS AND ALL OTHERS POSSESSING ANIMALS ON THE CONDOMINIUM PROPERTY SHALL CLEAN UP ALL FECAL WASTER DEPOSITED ON ANY CONDOMINIUM PROPERTY.**

e. Animals are permitted to be exercised on all Common Areas.

f. All animals, including pets, brought onto the Condominium Property must be licensed as may be required by law and vaccinated as required by law, including vaccination against rabies.

g. If any building requires extermination or cleaning services because of an animal problem, i.e., flea infestation or repeated urination or fecal deposits, the animal owner will be required to bear the cost of extermination and/or cleanup.

h. The City Code of Virginia Beach 'SECTIONS 5-532 Barking Dogs And 5-533 Nuisance Animals Generally' is as much a part of these R&R's as if written herein. Dogs may be kept on the patio as long as the patio is capable of containing same, however excessive or continuous barking will not be tolerated, and will result in the Unit Owner receiving a violation letter and other appropriate enforcement. Dogs may not be kept on the patio when the unit is not occupied.

Any infraction(s) of the above rules may lead to fines and/or removal of the animal from the premises at the discretion of the BOD. If removal becomes necessary, written notice will be given to the Unit Owner.

17. No boats, trailers, campers, jet skis, recreational vehicles, buses, commercial trucks and/or commercial vans (except as those listed in paragraph a), motor vehicles (other than those of a private passenger type in good working order) nor any similar vehicles shall be parked or stored on the Condominium Property. For the purpose of these Rules & Regulations, Condominium Property is defined (per "Declaration of Condominium of Southampton at Salem Springs" dtd 8 March 2001) as "means and includes all lands and personal property hereby or hereafter subjected to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium"). No work or maintenance work, including oil changes, shall be performed within the Condominium Property/driveway.

a. Acceptable commercial vehicles are those that do not exceed seven (7) feet in height

and twenty (20) feet in length and whose total signage does not exceed four (4) square feet of vehicle body area.

b. RV type vehicles (that are not so large as to impede other vehicular traffic as described in paragraph 16) may be parked for up to 48 hours for the purpose of loading and unloading.

c. 4x4, SUV or pickup: Any vehicle with oversized tires (those deemed to exceed the confines of the front and rear wheel wells) shall not be allowed to park in the street in front of their unit. This is due to access concerns which could prohibit the safe movement of emergency vehicles within the community. Vehicles meeting this description shall park in the driveway or area adjacent to the community pool.

d. Storage and shipping containers will be allowed on the driveway for a period not to exceed two (2) weeks. A written request for a container for a period greater than 2 weeks must be submitted to the Board for approval. Containers are not allowed on the street. Damage caused by a container will be the responsibility of the Unit Owner. Notwithstanding the foregoing, should the City of Virginia Beach adopt any law, ordinance or regulation governing the use of containers, such as shipping containers or PODS, the provisions of such law, ordinance or regulation shall apply if it is the same or more restrictive than this section.

e. Any vehicles deemed in violation of paragraph's "a, b and c" are subject to being towed at the owner's expense.

18. The washing of vehicles is restricted to Unit Owner or tenant vehicles only.

19. Limited lawn watering will be restricted to twenty (20) minutes per area, approximately three areas per Unit Owner, and no more than three (3) days per week. All city-imposed watering restrictions will supersede this item.

20. All window coverings and treatments visible from the outside of the Units shall be either standard white or off-white blinds, or draperies lined with white or off-white exterior lining. Window coverings and treatments must be kept in good repair. This includes the half (1/2) round windows and the front door sidelights.

21. The BOD understands and acknowledges certain window films enhance property values by lessening ultraviolet light (UV) exposure. It reduces glare, heating and air-conditioning loss, eliminating furniture and carpet fading due to sunlight UV exposure as well as increasing energy efficiency by reducing energy costs. Finally, it enhances the strength of the glass making it less likely to shatter when hit by a foreign object. However, window film (tinting) is permitted only with the advance review and approved ARC Form.

## Policy Procedure for Window Film:

To achieve BOD approval, you will be required to submit an ARC Form including statements as to:

- a. The type and color of window film to be used and assurances that all windows on the side of the window being treated will receive the same tinting or alterations.
- b. The film must be clear and transparent. No colored or mirror-type film will be permitted.
- c. The film reflective property (reflecting incoming light) must be 20% or less.
- d. The film Visible Light Transmission percentage must be 50% or greater.

The film must have a professionally installed appearance and maintained to be free of bubbling, tears, or any other visible damage. Any visible change or damage to the tinting material will be repaired by the Owner.

Alterations done to any window or glass which will impact the structural stability, safety, soundness, and aesthetics or impact the useful life of the window or glass must have prior approval by the BOD. Therefore, the cost for maintenance, repair, or replacement of said window(s)/glass will be the responsibility of the Unit Owner.

22. Hazardous materials may not be stored within the Condominium Property.

23. No bicycles or other personal property shall be stored or secured to any part of the Common Elements including fences, mailbox posts or light posts. Bicycles or other personal property wrongfully stored or secured shall be subject to removal, confiscation, and/or other means of detention as deemed fit by the BOD.

24. Except in cases of emergency, no person shall use, traverse, or occupy any portion of the roof of any building without the prior written consent of the BOD.

25. No Unit Owner may lease any element of his Condominium except in accordance with the 2015 Leasing Amendment, a summary of which is contained in these Rules. Written approval must be obtained from the BOD prior to Unit Owners leasing/releasing Units. (Releasing is defined as a change of occupant) In addition to obtaining written permission, the Lessor shall provide all tenant(s) contact information to the BOD. The maximum number of Units which may be leased at any time is limited to eleven (11) Units, which may be exceeded only under conditions stated in the "hardship" provisions therein.

- a. No Unit may be leased for transient purposes or for a period of less than twelve (12) months.
- b. No Unit Owner shall lease his Condominium Unit except for residential purposes.

- c. No Unit Owner shall lease out "individual bedrooms" aka "rent out rooms".
- d. Prior to the effective date of such lease, the Unit Owner/Lessor shall provide a copy of the lease to the BOD/Management Company.
- e. The Owner of any Condominium Unit shall be responsible for any damage to the Common Elements, an adjoining Condominium Unit, or any other property comprising the Condominium, caused by the lessee and/or the lessee's guests.
- f. The BOD may, in its sole discretion, authorize a lease which will exceed the maximum of eleven (11) leased Unit's restriction only upon a showing by a Unit Owner of a "hardship" which will result from the Board's denial of the lease request. Examples of "hardship" include, but are not limited to, military transfer or ill health preventing occupancy of the Unit.

26. The feeding of wildlife on Condominium Property is prohibited except as follows: Bird feeders/bird seed must hang completely within the patio fence line. In the event it impinges on public health or creates a public nuisance, the BOD may order its removal.

27. The BOD has established the following criteria regarding inspections for all units within Southampton at Salem Springs. There will be two primary inspections conducted during the calendar year and monthly site visits. The primary inspections will be conducted on or about the second week in May and the second week in October. Justification for this inspection is based upon the "Declaration of Condominium of Southampton at Salem Springs" (dtd Mar 2001) and additional criteria as listed below:

- a. Overall Unit cleanliness – is the unit/driveway/mailbox in need of being power washed?
- b. Shutters, front door and associated archways and trim – are they in need of paint or repair?
- c. Patio Fence – is the fence in need of cleaning/repair or paint? Are any of the boards broken, loose, or nails sticking out?

Site visits: These reviews will occur monthly and will be conducted by the association's property management group and when possible, a member of the BOD. While not primary in nature, these inspections will ensure the overall appearance of the community is maintained. Problems identified during this time will be monitored using the same criteria as a primary inspection in the following manner: The property management group will notify the Unit Owner of the problem and establish a timeline to correct the discrepancy.

28. Pool Rules & Regulations: The community swimming pool is available for use by members of Southampton at Salem Springs, tenants, their families, and guests. To ensure these facilities are properly monitored, the following rules shall apply:



- a. Only one pool pass shall be issued per unit. Unit Owner, immediate family member or tenant must have pool pass with them while visiting the pool and display the pool pass upon request.
- b. All signs within and surrounding the pool shall be strictly adhered to.
- c. If a unit owner is in arrears with regards to Condominium fees or fines, pool privileges will be suspended until such matters are corrected.
- d. Should a guest(s) use the pool facilities, they must be accompanied by an adult member of the Unit household. "Adult" means any person aged eighteen (18) or above.
- e. Private pool parties are permitted with prior written approval by the BOD. Pool party requests should be submitted to the BOD. Dates of the party must coincide with the open dates of the pool. Individuals must understand other members of the community will be able to use the pool and its facilities during this time.
- f. Abuse of the emergency phone/call box will result in a violation notice and/or a suspension of pool privileges.
- g. Trash containers within the pool area are not for personal garbage use.
- h. No profane, abusive, vulgar, excessively loud language or gestures, nor breach of peace will be tolerated. Violation will result in immediate expulsion from the pool area.

Persons under the age of fourteen (14) years must have an adult member of the household present with them at the pool.

- i. Violation of the above rules may result in the loss or suspension of pool privileges as deemed by the BOD.

29. Walking or sitting on the bulkhead is prohibited. Fishing, swimming, and feeding of ducks/geese are also prohibited. Planks/boards may be used to assist wildlife.

30. Enforcement of the Rules & Regulations: Monetary fines may be issued by the BOD against the offending Unit as a means of enforcement. The amount of said fines will be discussed by the BOD and the management company and will be based upon guidelines provided by the Condominium Act of Virginia before issuing a final decision.

**These Rules & Regulations are current as of 8 May 2023**