

**The Unit Owners Association of
Heritage Hunt Condominium I**

Rules and Regulations

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Heritage Hunt Condominium I Managing Agent

**Will Austin, Community Manager
Austin Realty Management and Investments, Inc. (ARMI)
10 Rock Pointe Lane
Warrenton VA 20186**

**703-753-1801 or 540-347-1901
E-mail: HOA@armiva.com**

Web Page: <http://www.heritagehuntcondos.org>

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I. INTRODUCTION

A. Terms and Definitions

1. **Common Elements** – means all of the condominium property except the Units. All Common Elements are owned in common by all Unit Owners. These Common Elements include, but are not necessarily limited to, the land, supporting structures of the buildings, sidewalks, streets, fire lanes, outside parking areas, underground parking garages, external walks, elevators, building lobbies, halls, attics, trash rooms, and any utility and mechanical systems that serve the Common Elements or more than one Unit.
2. **Condo Association** – means The Unit Owners Association of Heritage Hunt Condominium I. Also referred to as “HHCI”.
3. **Condo Board** – means the duly elected Board of Directors of the Condo Association.
4. **Condo Legal and Covenants Committee** – means the committee appointed by the Condo Board. The members serve at the will of the Condo Board and are charged with reviewing applications from Unit Owners for action by the Condo Board, making recommendations to the Condo Board concerning such applications, and generally assisting the Condo Board in promulgating and enforcing the duly adopted rules, regulations, and policies of the Condo Association.
5. **HOA** – means the Heritage Hunt Homeowners Association.
6. **HOA Covenants Committee** – means the duly elected committee of the HOA charged with developing the Design Guidelines promulgated by the HOA Board of Directors and applicable to the entire community.
7. **Lessee** – means someone who leases a unit from a Unit Owner.
8. **Limited Common Elements** – means Common Elements that are reserved for the exclusive use of one or more (but less than all) of the Unit Owners. These include, but are not necessarily limited to: the storage units, balconies/patios, and assigned parking spaces in the underground garages.
9. **Managing Agent (MA)** – means the condominium property manager engaged by the Condo Board.
10. **Resident** – a person who lives in a condo Unit, whether as Unit Owner or Tenant, or as a family member or roommate thereof.
11. **Tenant** – means a person who lives in a leased condo Unit.
12. **Unit** – means an individual condominium Unit within Heritage Hunt Condominium I. Generally speaking, each Unit consists of the space bounded by the walls, floor, and ceiling of the Unit. However, specific reference is made to: (a) Section IV of Declaration of Heritage Hunt Condominium I; and (b) applicable Virginia law for a more detailed

description of the boundaries of each Unit. The definitions set forth in these references are complex.

13. **Unit Owners** – means all of the owners of condominium units in Heritage Hunt Condominium I. All such Unit Owners are mandatory and automatic members of both the Condo Association and the HOA. Lessees and other Residents of Units are also subject to the use restrictions established in this document and other applicable laws and documents.

B. General Policy Statement

The Condo Board and the HOA are authorized by Virginia law, the bylaws of both associations, and other legal documents of record and attendant with the purchase of a condominium or house in Heritage Hunt to adopt rules, regulations, policies, and design standards which they deem necessary in order to:

1. Maintain consistency with the overall design concept for the community;
2. Promote harmonious architectural and environmental design qualities and features;
3. Promote and enhance the visual and aesthetic appearance of the community.

In General:

1. All changes, permanent or temporary, to the exterior appearance of a Unit, the Common Elements, or Limited Common Elements require prior written Condo Board approval and HOA Covenants Committee approval unless specifically authorized in this document;
2. All changes to the interior of a Unit that might impact or affect other Units or the Common or Limited Common Elements require prior written Condo Board approval unless specifically authorized in this document. The foregoing applies to any structural addition, alteration, improvement to any wall, ceiling, or floor, including, but not limited to, any plumbing and electrical changes except that the replacement of an existing light fixture, faucet, or toilet does not require prior Condo Board approval. However, replacing a simple light fixture with a heavier chandelier or ceiling fan **does require** prior written Condo Board approval.
3. Where a Tenant is involved, the Unit Owner must make the application for approval.

C. Relationship to Other Documents

The Condo Board has adopted, and is issuing this document, as an aid to understanding Residents' rights and responsibilities as established herein and in other applicable documents, such as the Condo Association Declaration, Bylaws, Condominium Public Offering Statements, and applicable laws of the Commonwealth of Virginia. This is a living document that will be revised and republished as needed.

D. Application Procedure

1. Any application allowed or required to be submitted for approval pursuant to this document shall be subject to the following:

- a. The applicant shall use and comply with all the requirements of the Design Review Application Form, attached as Appendix A to this document.
 - b. The application shall be mailed to the Condo Board through its Managing Agent.
 - c. The process for considering an application is outlined in the flow chart of Appendix B.
2. The Condo Board shall have forty-five (45) calendar days to respond to the application. In the event the application has been approved by the Condo Board and requires approval of the HOA Covenants Committee, the response time shall be extended by the time allowed the HOA Covenants Committee to approve such applications, as provided in the HOA Design Guidelines.
 3. The applicable times for response set out in this section shall commence upon the date the Condo Board (through its agent) receives the properly completed application form.
 4. Failure of the Condo Board, and where applicable, the HOA Covenants Committee, to respond to the application within the times allowed shall constitute consent by the Condo Board and approval by the HOA Covenants Committee.

E. Enforcement

Virginia law and Article X of the Bylaws of the Condo Association provide the Condo Board with remedies to enforce compliance with the Bylaws and the rules, regulations, and policies adopted by the Condo Board. The remedies available to the Condo Board are extensive and could result in significant cost and expense to the non-compliant Unit Owner.

This document is intended to provide Residents with a ready reference concerning many of their rights and obligations. It is not intended to cover all such rights and obligations. Residents are encouraged to familiarize themselves with the full text of all applicable laws and documents governing the Condo Association and Unit ownership.

Condo Association Policy Resolution No. 1 Enforcement Procedures, as amended, is incorporated herein by reference and the current version is attached as Appendix C.

F. Notice to Subsequent Purchasers or Lessees

In addition to other documents, Units Owners must provide current copies of this document to prospective purchasers or Lessees.

II. MATTERS GOVERNED BY BOTH ASSOCIATIONS

A. Applicability of Design Guidelines of the HH HOA

All changes, permanent or temporary, to the exterior appearance of a condo building or lot by the Condo Association or a Unit Owner/Resident are subject to review and approval by the HH HOA Covenants Committee and, except where provided otherwise in the sections below, require the Condo Association or the Unit Owner to submit a Design Review Application to the HH

HOA Covenants Administrator. No work may proceed until the application has been approved by the HOA Covenants Committee.

B. Balcony Decorations and Changes

Residents must obtain prior written approval of the Condo Board before permanently attaching (this includes using nails, screws, bolts, or like fasteners) any decoration to any exterior portion of the condominium property. Balcony decorations that are visible from the street, golf course, other Residents, or HH dwellings are subject to regulation by the Condo Board and HOA Covenants Committee with respect to the size and number of decorations. This includes but is not limited to such items as hanging planters, planter boxes, wreaths, and shelving.

1. Balcony Rails – No objects may be hung or placed on the outside of the balcony rail with the exception of “seasonal decorations,” which are described below.
2. Patio Furniture – Appropriate, well-maintained, and reasonably sized patio/outdoor furniture is permitted. However, patio umbrella of any size are not permitted.
3. Ceiling Fans – Unit Owners may install ceiling fans on their balconies without prior approval of the Condo Board, provided that such fans must be white for balconies with finished ceilings and white or wood-colored grain for balconies with unfinished ceilings, must be installed by a licensed electrician and must meet the specifications for an outside installation. Any necessary electrical wiring must not be visible from the street or fire lanes.
4. Items Prohibited on Balconies and Balcony Railings – The following items may not be placed on balconies or balcony railings:
 - a. Recreational and exercise equipment including, but not limited to, bicycles, swings, skis, and large toys.
 - b. Open flames, including, but not limited to, torches, lanterns, and/or lit candles.
 - c. Laundry that is visible to neighbors or from the street or the golf course, including, but not limited to, clothes, bathing suits, towels, clotheslines, drying racks, rugs, and bedding items.
 - d. Interior household items, including, but not limited to, pots, pans, brooms, mops, buckets, and cleaning supplies.
 - e. Major appliances and other mechanical devices or equipment, except for electric grills, as provided in this document.
 - f. Storage of paper goods and recyclable items of any type, including, but not limited to, newspapers, books, periodicals, cans, and bottles, unless these items are stored in closed containers that are not visible to neighbors or from the street or golf course.

5. Painting of Balcony Areas

- a. With the prior written approval from the Condo Board and the HOA, Unit Owners may paint balcony areas using types of paints and colors specified by the Condo Board. However, vinyl siding normally is not painted and it should be expected that the Board would only allow repainting of the trim, doors, and railings with colors matching, or similar to, the existing colors.
 - b. With the prior written approval from the Board, balcony railings may be repainted by the resident but the color used must be similar to the existing Hunter Green. As railing repair and replacement is an Association responsibility, Residents may not change or alter the railing or railing structure.
6. Unfinished Balcony Ceilings – Unit Owners whose Units do not have finished balcony ceilings must obtain prior written approval from the Condo Board and the HOA to paint or otherwise finish such ceilings.
7. Balcony Floor Coverings – Attached floor coverings are not permitted on balconies. This includes floor coverings attached with adhesives, nails, screws, bolts, and like fasteners.

C. Balcony Screens

1. Retractable Door Screens – The Condo Board has approved as a standard the installation of door screens known as “Phantom Screens,” provided that the screens are professionally installed, the screen color matches the color of the building screens and the frame color is Sliverd Almond. Unit Owners who wish to install other retractable screens mechanisms must seek prior approval from the Condo Board and HOA Covenants Committee using the application processes provided in Section I.D and the HH HOA Design Guidelines.
2. Full Balcony Screens – The Condo Board has approved as a standard, which has been accepted by the HOA Covenants Committee, the installation of the “Executive Screen” system by Phantom Screens, or its equivalent, with the specifications listed below. Unit Owners who wish to install any other balcony screen/shade system must seek prior approval from the Condo Board and HOA Covenants Committee, using the application processes provided in Section I.D and the HH HOA Design Guidelines.
 - a. Screen density: 18x14, 20x20 or 20x30;
 - b. Screen color: Charcoal;
 - c. Screen housing color: Rideau Brown or equivalent; and
 - d. Professionally installed.

D. Exterior Seasonal Decorations

The provisions of the HOA Design Guidelines apply to exterior seasonal decorations; namely that “seasonal decorations” are defined as those special objects and lighting that are consistent with the nationally recognized holidays of Halloween, Thanksgiving, Winter Holidays, and July 4th. Residents are obligated to comply with the time frames and restrictions set forth in the HOA Design Guidelines.

E. Flag Display

The only flag permitted to be displayed is that of the United States of America. The flag can only be displayed on Unit balconies; it cannot be larger than three feet by five feet; it cannot break the plane of the building facing; and it cannot be attached in any way to the building. All proper flag etiquette must be observed.

F. In-Home Businesses

Businesses in dwelling units are regulated under Prince William County Zoning Ordinances, which authorizes three types of business activities within the Zoning District in which Heritage Hunt is located. The three types are “In – Home Business”, “Home Employment”, and “Home Occupation”.

The only type of business permitted in a condominium Unit is “Home Occupation”, which is a business conducted entirely within a dwelling by residents of that dwelling, which is clearly incidental and secondary to the principal use as a dwelling unit. Employees of the Home Occupation, other than Residents, are not allowed to work in the Unit and customers are not permitted to come to the Unit. Nonresidential storage and nonresidential levels of mail, trash, or deliveries are prohibited. Home Occupation businesses do not require Condo Board approval but must comply with HOA Policy Resolution No. 14 Standards for Businesses in Dwelling Units.

G. Pets and Other Animals

1. Small Domestic Pets Only – The maintenance, keeping, boarding, and raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements, provided, however, that no more than two small domestic pets are permitted in each Unit, subject to the Rules and Regulations of the Condo Board. The definition of Small Domestic Pets for the purposes of these Rules and Regulations shall be restricted to domestic cats, dogs (approximate 25 pounds or less in weight), fish (with no restrictions in number) for table aquarium/bowl that does not exceed 20 gallons, and caged birds.
2. Pets in Common Elements – Pets are not permitted upon the Common Elements unless carried or leashed and accompanied by a responsible person.
3. Indemnification – Residents who keep or maintain any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Condo Association, Condo Board, and other Residents free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium property.
4. Registration of Pets – All Residents who have pets shall complete HHCI Owner/Resident Emergency Contact & Resident Pet Information Form. The current version of this form is attached as Appendix D. The completed form shall be returned to Condo Board as set forth in the form. Supplemental forms shall be submitted within 30 days of any changes in the information.

5. Pet Excrement – Each pet owner shall clean up any and all excrement caused by his/her pet on any portion of the condominium property.
6. HOA Pet Policy – Residents who own or care for pets are also subject to HOA Policy Resolution No. 7 Pet Policies, as amended.

H. Signs

No signs of any character shall be erected, posted, or displayed upon, in, from, or about any Unit, Common Element, or Limited Common Element without the prior written approval of the Condo Board, provided, however, that real estate signs and estate sale signs may be displayed as follows:

1. For Sale/Rent Signs – One real estate sign may be placed inside one window of the Unit and one “Open House” sign may be placed at the front entrance to the building between the planting bed and the curb and near the entrance walk, provided that the signs and hours of display conform to the latest HOA Design Guidelines and other applicable HOA policies and regulations.
2. Estate Sale Signs – One “Estate Sale” sign may be placed at the front entrance to the building between the planting bed and the curb and near the entrance walk, provided that the sign and hours of display conform to the latest HOA Design Guidelines and other applicable HOA policies and regulations.

I. Window Air Conditioner and Fans

Window air conditioners and window fans are not permitted in Units.

III. MATTERS GOVERNED BY ONLY THE CONDO BOARD

A. Access to, Obstruction, and Alteration of Common Elements

1. Residents shall not obstruct any of the Common Elements, including without limitation, the drives, sidewalks, hallways, and entranceways to the condominium buildings. Residents shall not place anything or permit anything to be placed on or in any of the Common Elements (except for decorations on individual Unit doors as defined in these Rules and Regulations) without the prior written consent of the Condo Board, and, if such action involves an exterior Common Element and is open to common observation, the HOA.
2. The Common Elements, including furnishings and other decorative items, may be altered or relocated only with the prior written consent of the Condo Board, and, if such action involves an exterior Common Element and is open to common observation, the HOA.
3. The attics over both buildings are Common Areas. No one should access the attics without prior approval of the Condo Board.

B. Appliance Installation

Except as to major appliances installed, or provided for, during the initial construction of the Units and any replacement thereof, Unit Owners may not install additional major appliances without prior written consent of the Condo Board. Integrity and functionality of catch pans under washing machines and hot water heaters must be maintained.

C. Doorbell Buttons

Doorbell buttons may be installed on or near the Unit doors with the following conditions:

1. The doorbell buttons and casings shall be white or cream in color;
2. They shall be part of a wireless doorbell system;
3. They shall be attached by adhesive only, in order that they might be removed easily and without damaging the surface underneath.
4. They shall be placed either on the door underneath the brass doorknocker, or on the wall as close as possible to the door frame on the side of the door containing the door latch.

D. Electronic Installations

1. Unit Owners may not install additional wiring in the walls or ceilings of Units without prior written consent of the Condo Board. This includes, but is not limited to, wiring for radios, television, other electronic devices, heat lamps in bathrooms, and recessed lighting.
2. Unit Owners may not install any antenna, aerial, or satellite dish on the exterior walls of a Unit, or on the Limited Common Elements or Common Elements of the condominium buildings, including the roofs, without the prior written consent of the Condo Board and the HOA. Any such installation made without the consent of the Condo Board and the HOA must be removed at the expense of the Unit Owner for whose benefit the installation was made, and the Unit Owner also must bear the cost of any attendant repairs to the condominium building.

E. Emergency Contact and Pet Information

Every Unit Owner and Lessee shall be required to complete an Owner/Resident Emergency Contact and Resident Pet Information Form, as amended. The current version is attached as Appendix D. The information provided shall be kept and maintained by the Condo Board and/or its designated agent. In the event of any change in the information, the Unit Owner or Lessee shall supplement the information within 30 days of such change.

F. Fireplaces

Except as to fireplaces installed during the initial construction of the Units and any replacements thereof, Unit Owners may not install other types of fireplaces or additional fireplaces within their Units or in Limited Common Elements without prior written consent of the Condo Board.

G. Floor Coverings

1. Rugs and padding shall be maintained on seventy-five percent (75%) of all floor surfaces (excluding foyers, kitchens, closets, and bathrooms) in Units located over other Units to reduce transmission of sound between Units.
2. The builder offered various options for kitchen, bathroom and foyer floors and these may have been glued or otherwise fastened to the sub-floor. Replacement flooring in these areas may be installed in the same manner as the original flooring.
3. Wood flooring may be installed in all other areas provided it meets the following criteria:

For first-floor units where the concrete slab is the sub-floor, flooring may be of the floating type or glued to the slab;

For second and third floor Units,

- a. The flooring must be installed using the floating method. A floating floor is not incorporated into the sub-floor. The flooring must consist of strips of material which are interlocked, in tongue and groove fashion, edge-to-edge. The entire floor is kept in place by its own weight and by spacers on the perimeter and must not be secured with glue, nails or staples.
- b. The floating floor must be installed over an under layer consisting of a vapor barrier, sound reducing fiber insulation, and a non-skid upper layer of rubberized material.
- c. The under layer may not be glued or otherwise fastened to the sub-floor.

H. Garage Spaces, Use of

Garage spaces shall be used only for the parking of automotive vehicles. Any other use of the garage parking spaces, including the storage of personal property in the garage spaces, requires prior written consent of the Condo Board.

I. Hallway Decorations

1. Hallways and hallway entrance doors to Units are Common Elements of the condominium and, therefore, no decorations or other modifications are permitted, except as defined herein, without prior written consent from the Condo Board. Floor mats, decorative objects, containers, etc. are not permitted on the hallway floor outside of Unit entrances.
2. Interior Common Elements Seasonal Decorations – Residents may not place seasonal decorations in the Common Elements except on Unit hallway doors as provided herein. The Condo Board may provide for seasonal decorations in the lobbies and entries of the condominium buildings.
3. Hallway-Door Decorations – Residents may hang decorations from the exterior of Unit hallway doors, provided, however, that such decorations must be hung from: (a) a hook over the top of the door, (b) a magnetic hook, or (c) the doorknocker and may not be attached in

any other manner. Such decorations are limited to wreaths and similar items, and such decorations may not be longer than 36 inches or wider than 24 inches.

J. Keys, Board Retention of; Changing or Altering Locks

1. The Condo Board shall retain a pass-key to each Unit and storage unit. Each Unit Owner shall ensure that the proper key(s) have been provided to the Condo Board.
2. No Resident shall alter any lock or install a new lock without prior written consent of the Condo Board, in which case the Unit Owner must provide the Condo Board with a key to the new lock within three (3) days of the change.
3. The Condo Board shall make all reasonable effort to maintain the keys in a secure and safe location accessible only by the Condo Board and such other designees as the Condo Board might appoint in order to be reasonably assured that the keys will be available in an emergency.
4. The names, Unit numbers, and telephone numbers of those persons having access to the keys shall be posted on the bulletins boards in both condominium buildings.
5. The Condo Board and its designees shall use the retained keys to obtain access to Units only in the event that the Condo Board, any member of the Condo Board, or its designees reasonably believes that an emergency exists. Such emergencies include, but are not limited to, fire or any other situation where the health or safety of any Unit Owner might be at risk or where there is the risk of significant damage to the condominium property or the Units.
6. When entry into any Unit is made pursuant to these Rules and Regulations, the Condo Association, the Condo Board, and any designee of the Condo Board shall be liable to any Unit Owner or Lessee only in the case of willful misconduct or bad faith.
7. When entry to a Unit is obtained in accordance with these Rules and Regulations, the Condo Board, the Condo Association, or any designee of the Condo Board shall not be responsible for any damage to any Unit caused by any emergency personnel or by an individual Condo Board member or designee, except as provided in Exhibit "A" (Maintenance Responsibilities) of the Bylaws. Failure to provide keys in accordance with this provision of the Rules and Regulations shall be considered "neglect" or "carelessness" for which the Condo Board may charge the Unit Owner in accordance with Article VI Section 8.c of the Bylaws.
8. A log shall be maintained by the Condo Board to record each entry pursuant to this policy. The log-entry shall include the date, time, Unit number, and the name of the person entering the Unit, as well as the time the key was taken and returned to the safe.
9. Lessees occupying Units are also subject to the right of entry granted to the Condo Board or its designee and Unit Owners who lease their Units shall require the Lessees to comply with this provision.

K. Lease of Units

1. Unit Owners may not lease or rent their Units for transient or hotel purposes. The minimum term of any lease shall be six (6) months.
2. Unit Owners who lease or rent their Units must use a written form of lease requiring the Lessees to comply with all applicable laws, as well as the Governing Documents and Rules and Regulations of the Condo Association and the HOA and providing that any failure to comply shall constitute a default under the lease.
3. A copy of the executed lease with suitable proof of age for the age-qualified Lessee shall be forwarded to the Condo Board at least 10 days in advance of occupancy by a Lessee. Unit Owners are also required to provide advance notice of a lease continuation or lease renewal.
4. Unit Owners shall provide Lessees with current copies of all applicable documents containing covenants and rules and regulations of the Condo Association and the HOA.
5. Lessees must meet the age requirements applicable to the Heritage Hunt community.
6. The foregoing provisions of this section, except for the restriction against use for hotel or transient purposes, shall not apply to a mortgagee in possession of a Unit as result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

L. Name Plates

A name plate may be installed on a Unit door under the following conditions:

1. The background shall be brass in color;
2. The Resident's name shall be placed on the brass doorknocker in the blank space provided and shall be no larger than that space; and,
3. The Resident's name or name plate located in any other place must first have Condo Board approval.

M. Real Estate Lock Boxes

All real estate lock boxes shall be placed on the lock box rods, located in the south stairway of each building at the garage level. (A label has been placed on the electronic entrance panel in each front entrance vestibule, indicating the location of the lock boxes.)

N. Structural Changes Within Units or Limited Common Elements

1. Unit Owners may not make any structural additions, alterations, or improvements, including, but not limited to, any plumbing and electrical changes, within their Units or associated Limited Common Elements without the prior written approval of the Condo Board and, if required, the HOA Covenants Committee. The replacement of an existing light fixture, faucet or toilet does not require prior Condo Board approval. However, replacing a simple light

fixture with a heavier chandelier or ceiling fan **does require** prior written Condo Board approval. Use Appendix A Design Review Application for Condo Association review.

2. Unit Owners proposing any such additions, alterations, or modifications are responsible for obtaining any required permits from appropriate governmental agencies.
3. Per HHCI Bylaw Article VI Section 7, if any application for a permit requires execution by the Condo Association, the Condo Board may execute the application, provided, however, that the Condo Association and the Condo Board members shall not incur any liability to any governmental authority, contractor, subcontractor, or materialman on account of such addition, alteration, or improvement, or to any person having claim for injury to person or damage to property arising from the application process or construction of any addition, alteration, or modification as described in this section.
4. The installation of **surface-mounted** crown molding, shelving, closet organizers, kitchen cabinets, white plantation shutters, and similar is not considered a structural change and does not need Board approval.
5. The installation of a **ceiling fan** is considered a structural change, except where a pre-mounted and pre-wired ceiling-fan rated electrical box already exists.
6. Any change or addition that involves the opening of a Unit's wall constitutes a structural change and requires prior written Board approval.
7. When mounting anything to, or hanging anything from the walls, the Unit Owner is responsible for any damage that such mounting or hanging might cause to pipes or wires inside the walls or to the building. Special attention is called to any wall where there is a sprinkler head on or above **either side** of the wall, including in the hall and stairway.

IV. MISCELLANEOUS USE RESTRICTIONS

A. Debris from Units

Residents shall not allow anything to fall from the windows or balconies of their Units. For example, Residents may not shake mops, brooms, rugs, etc. from their balconies.

B. Entry Door Programming Expense

The Condo Board has established certain rules relating to expenses incurred for door entry programming and they are attached to this document as Appendix F and are hereby incorporated by reference.

C. Flammable Liquids

Flammable fuels or other flammable liquids may not be stored in the condominium buildings.

D. Grills

1. Use of open-flame grills is not permitted in the Units, Common Elements, or Limited Common Elements.
2. No charcoal cooker, brazier, grill, or any liquid-fueled or liquefied petroleum gas-fired stove or similar device shall be ignited or used on the balconies or spaces under balconies. Electric grills are permitted, subject to the following guidelines:
 - a. Electric grills must be maintained in good working condition and kept relatively clean – fire and insects are of concern.
 - b. The use of electric grills should not produce excessive smoke or grease vapors or unpleasant cooking odors.
 - c. Electric grills are not to be left unattended when in use.
 - d. When not in use, electric grills are to be unplugged from the electrical socket.
 - e. Electric grills must have covers that must be used during operation.
 - f. As with any cooking device, caution should be used.

E. Insurance Rating, Protection of

Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements that will increase the rate of insurance for the condominium property or any part thereof or cause the cancellation of insurance on the condominium property.

F. Move In/Move Out and Deliveries

1. Scheduling – Moves and deliveries are accomplished through the front entrance to each condo building. Trucks unload at the curb in front of the condo main entrance. As space is limited and there is only one elevator in each building, moves and deliveries need to be scheduled at least 72 hours in advance by calling the Condo I Community Manager listed on the inside front cover of this document. This will help avoid conflicts and allow for the installation of elevator protective pads.
2. Move In/Out & Delivery Hours and Front Door Considerations – Moves shall be conducted between the hours of 8 AM and 8 PM. When the outside temperature is below 60 degrees or above 80 degrees, the Unit Owner or Lessee is responsible for having someone open and close the building doors as necessary so that the building interior does not become excessively hot or cold. Be considerate of the other Residents.
3. As there is only one elevator in each building, the elevator needs to be shared with other Residents during moves. Elevator doors **shall not be blocked open**. Continuing to block elevator doors open after elevator starts sounding its warning buzzer can cause the elevator to jam. The Unit Owner involved in the move may be held responsible for the charges incurred by a service visit to un-jam the elevator.

4. Unit Owners are responsible for any damage to common areas caused by moves or deliveries.
5. Registering As a New Resident
 - a. Registering With the HH HOA: At the Front Desk just inside the Club House door (703-743-2000), register your cars and transponders for the entrance gate. (Note that transponders need be transferred from the previous owner to a new owner or Lessee at settlement as the HOA charges for replacement transponders.) They will also take your picture and issue your HH ID card and pool pass. Take your HUD settlement sheet or lease with you.
 - b. Registering With the Condo Association: Print out, complete and submit the HHCI Owner/Resident Emergency Contact and Resident Pet Information form (Appendix D to this document) as indicated at the bottom of the form.

G. Notices and Other Postings

1. No one is allowed to post notices or other items in the lobbies, entryways, or on the lobby bulleting boards without prior consent of the Condo Board.
2. Residents may use the trash room bulletin boards for posting notices, advertisements and the like subject to the following:
 - a. The posting may not be larger than standard letter size (8½” x 11”).
 - b. The postings must be dated and identified with the posting Resident’s name.
 - c. The posting must be removed after 30 days.
 - d. Postings must relate to matters concerning condo life but may include items for sale so long as they are the personal items of the posting resident.
 - e. Postings related to religion or politics are prohibited.
3. The Condo Board reserves the right summarily to remove any posting it deems inappropriate.

H. Nuisances

1. Disturbing Noises – Residents shall exercise extreme care to avoid disturbing other Residents, including, but not limited to, the use of electronic devices, exercise equipment and household appliances, or any other activities. Residents shall not permit any visitors or pets to disturb or otherwise interfere with the rights, comfort, or convenience of other Residents.
2. Pest Control – Unit Owners are responsible for pest control within their Units, and shall take all necessary precautions to prevent pest infestation from occurring in their Units and the Limited Common Elements assigned to their Units. Unit Owners shall notify the Board in the event that efforts to resolve a pest problem are not successful in a timely manner.

3. Water Leaks – Unit Owners shall take all precautions to prevent water leaks from originating in their Units and assigned Limited Common Elements, including, but not limited to, proper caulking of bathroom and kitchen fixtures, proper temperature control for utility closets and the Unit itself, adequate flow of all drains, and proper maintenance and operation of dishwashers, washing machines, and toilets.

I. Storage Units: Proper Maintenance and Care

1. Attachments to Walls

- a. The attachment of anything to any wall in the storage unit must not interfere with or hinder access to common electrical and communication wiring or common plumbing; and
- b. If the storage space has a concrete exterior wall, the Unit Owner shall have full responsibility for any water intrusion or water damage that may result from attaching anything to such concrete wall.

2. General Maintenance – Unit Owners are advised that it is essential to the health and safety of the community that storage units are properly maintained in a neat and orderly condition and that great care be taken as to the items stored in these rooms.

Items that are prohibited in the store rooms are:

- a. Flammable Fluids – Any amount of flammable liquids in any type of container. This includes, but is not limited to: gasoline, kerosene, fuel oil, mineral spirits, cleaning fluids, oil-based paints, lacquers, varnishes, acetone, non-beverage alcohol, lamp oil, propane, and grill starter lighter fluid.
- b. Other Combustibles – The storage of other combustible items such as oxygen or fireworks of any kind.
- c. Food Items – No food of any kind (for human or pet consumption) unless in sealed cans.
- d. Trash and Rubbish – No trash or rubbish unless in covered metal containers.

J. Unit, Use of

1. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.
2. Any fine or penalty incurred as a result of the failure of a Unit Owner or Lessee to comply with all applicable laws, ordinances, and regulations of any government agency shall be the sole responsibility of the Unit Owner, and the Condo Association and the Condo Board shall not incur any liability from any such illegal or improper use of the condominium property, including Common Elements and Limited Common Elements.

K. Utilities, Maintaining Service in Unit

As provided in Policy Resolution No. 11 Rev 1, Unit Owners or their Tenants must maintain utility services to Units from, at a minimum, September 1 until April 30, and must maintain Units as a constant minimum temperature of 55 degrees Fahrenheit at all times during the calendar year and maintain the water heater closet at a minimum of 40 degrees Fahrenheit through appropriate setting and operation of the electric strip heater that is mounted in the hot water closet.

Unit Owners who fail to comply with the provisions of Policy Resolution No. 11, as amended, will be determined to have acted negligently and, should damage occur to the Common Elements or other Units, will be charged the expense of all maintenance, repair, and replacement to the Unit, the Common Elements or other Units necessitated by such damage. Pursuant to Article VI. Section 8(c) of the Bylaws, the payment and collection of any charge made pursuant to Policy Resolution No. 11 shall be in accordance with the terms providing for payment and collection of assessments, including, without limitation, the right to accelerate payment of assessments, and the right to recovery of attorneys' fees and costs.

L. Vehicles on Condominium Property

1. Commercial or recreational vehicles, including boats and trailers of any type, may not be kept or parked on condominium property, including the garages. Commercial and recreational vehicles shall include, but not be limited to, the following:
 - a. Any boat or trailer;
 - b. Any motor home or self-contained camper;
 - c. Any camper slip-on where the back of the camper is higher than the roofline of the cab or truck;
 - d. Any mobile home, trailer or fifth-wheel vehicle;
 - e. Any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance;
 - f. Any vehicle displaying the RVIA (Recreation Vehicle Industry Association) seal which indicates compliance with ANSI (American National Standards Institute) standards;
 - g. Any other vehicle not defined above which is not normally or regularly used for daily transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Virginia;
 - h. Any vehicle defined as a commercial vehicle by the Virginia state law;
 - i. Any vehicle with commercial signs, advertising or visible commercial equipment, including passenger cars, vans and trucks normally used for private purchase but painted with or carrying commercial advertising logos, or business names or carrying visible commercial equipment;

- j. Private or public school or church buses.
2. Junk or derelict vehicles may not be parked on condominium property, including the garages.

A vehicle shall be deemed to be derelict if it is missing any necessary parts, such as, but not limited to, tires, wheels, engine etc., that are necessary for operation of the vehicle on public streets. A vehicle shall also be classified as a derelict vehicle if it does not have a current state inspection sticker or current license.
3. Vehicle repairs are not permitted on condominium property, except as necessary to remove vehicles from the premises.
4. Vehicles may not be parked or stored unattended in a hazardous condition including, but not limited to, vehicles on jacks or blocks.
5. Vehicles prohibited by the terms of this section which belong to guests of Residents are permitted for a temporary period not to exceed 5 days without prior approval by the Condo Board.
6. Vehicles maintained on condominium property shall be registered with the Heritage Hunt Homeowner's Association [HOA] in accordance with procedures established by the HOA board of directors.
7. Handicapped parking spaces are subject to Virginia state and municipal regulations, which include the requirements: 1) That vehicles occupying such spaces display either a disabled parking license plate or placard from the rearview mirror; and 2) The person to whom the license plate or placard is assigned be the driver or a passenger in the vehicle. The handicapped spaces in front of the condo buildings are for the use of Residents, guests and others having business in the condo buildings. The handicapped spaces inside the condo garages are intended for short-term use and not as a substitute for a Resident's assigned space.
8. Garage parking spaces are Limited Common Elements that are assigned to specific condo Units. A Unit Owner may loan or lease his/her garage space to another condo Resident and may sell his/her garage space to another Unit Owner but not to a non-resident of the condo without prior written Board approval.

M. Waste Disposal & Recycling

1. Facilities – Each building has:
 - a. In the garage adjacent to the elevator lobby, a trash dumpster/compactor room. It has two dumpsters, with one connected to a compactor, and the other open for deposit of refuse. There is a trash chute system that empties into the compactor.
 - b. On each floor in the hallway near the elevator, a trash room with a chute system that discharges into the garage-level trash room compactor.

- c. In the garage-level storeroom hallway near the elevator, a Recycle Room. It has 3 96-gallon recycle bins with single stream recycling, which means that various types of recyclables can be mixed in the bins and the contents will be separated later.
2. HOA Trash/Recycle Rules Do Not Apply to Condo Trash/Recycling as the Condo Association uses its own Trash/Recycling contractor and the rules may differ from those applicable to the larger HH community. Trash/recycling information put out by the HOA, including articles in "The Horn," does not apply to Condo Residents.
3. Trash/Recycle Rules and Information – Detailed Trash/Recycle rules and information are posted on the garage-level trash room doors, in the Recycle Room, on the Condo I website at www.heritagehuntcondos.org, and incorporated in this document as Appendix E.
4. Please be aware that there would likely be an expense to the Association should a trash chute or compactor become jammed and require outside services to correct the problem.

N. Water Beds

Water beds are not permitted in Units.

O. Window Tinting

Unit Owners may apply window tinting to any window or patio door providing:

1. It is professionally installed;
2. It is applied to the interior of the windows or doors; and
3. It is similar in appearance to Vista 3.3 Soft Horizons, previously approved by the Condo Board.

P. Window Treatments

Window treatments shall appear either white or beige from the outside.

V. APPENDICES

**APPENDIX A
DESIGN REVIEW APPLICATION
THE UNIT OWNERS ASSOCIATION OF HERITAGE HUNT CONDOMINIUM I**

To: Austin Realty Management and Investments, Inc..
Attn: Community Mgr, Heritage Hunt Condo I
10 Rock Pointe Lane
Warrenton VA 20186

From: _____ Unit # _____

Building ___[A or B]

Address: _____

Home phone: _____

Mailing Address: _____

Work phone: _____ Cell phone _____

Directions:

The Condo Association bylaws and the Rules and Regulations require Unit Owners to submit to the Condo Board all proposed structural additions, alterations, or improvements in or to a Unit or Limited Common Element [Limited Common Elements are included in the definition of Common Elements]. **If your proposed change involves exterior modification of a Unit or Limited Common Element, approval of your application by the Covenants Committee of the Heritage Hunt Homeowners Association is also required.** In order to be considered, your application must include detailed information describing the proposed change (typically, plans and specifications including sketches, photos, catalog illustrations, etc. showing the nature, kind, shape, color, dimensions, and materials planned for your addition). Make sure your application is complete. *An application submitted without all required supporting information will be considered incomplete. In such case, the Condo Board's response period will not commence until all required such documentation has been provided.* Other exhibits may be requested to permit adequate evaluation of the proposed change. If you have any questions regarding the required submissions or the application process, you are advised to seek guidance from the managing agent prior to submission of an application.

Description of Proposed Change: (Please print or type)

Describe all proposed structural additions, alterations, or improvements to your Unit or Limited Common Element. Please provide required details by attaching sketches, drawings, clippings, pictures, or catalog illustrations, in order to fully describe the proposed change.

Purpose of Improvement:

ESTIMATED STARTING DATE OF CONSTRUCTION: _____

(After obtaining necessary approval)

ESTIMATED COMPLETION DATE: _____

Owners' Acknowledgments:

I/we understand and agree:

1. That the Covenants Committee of the Condo Association will review this application and make recommendations to the Condo Board. The Condo Board shall have the final decision-making authority [**except in those situations also requiring the approval of the Covenants Committee of the Heritage Hunt Homeowners Association**]. The Condo Board and the Covenants Committee of the Heritage Hunt Homeowners Association will hereinafter be referred to as the "Approving Authorities".
2. That approval of this application shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the proposed change being reviewed.
3. That approval of this application shall in no way be construed as to pass judgment on whether the proposed change being reviewed is in compliance with the applicable building and zoning codes of Prince William County.
4. That approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Approving Authorities to disapprove such plans and specifications, or any elements or features thereof, in the event such plans are subsequently submitted for use in any other instance.
5. That no work on the proposed change shall begin until written approval from the Approving Authorities has been received by me; that, if work is begun prior to approval, I may be required to return the property to its former condition at my own expense if this application is disapproved wholly or in part; and that I may be required to pay all legal expenses incurred.
6. That there shall be no deviations from the plans, specifications, and location approved by the Approving Authorities without the prior written consent of such Approving Authorities; any variation from the original application must be resubmitted for approval.
7. That I authorize members of the Approving Authorities or managing agent to enter upon my Unit or Limited Common Element to make one or more routine inspection(s).
8. That construction or alterations in accordance with the approved plans and specifications must commence and be completed within 6 months of the approved date, otherwise the approval by the Approving Authorities shall be deemed conclusively to have lapsed and to have been withdrawn.
9. That it is my responsibility and obligation to obtain all required building permits, to contact *Miss Utility if applicable*, and to construct the improvements in a workmanlike manner in conformance with all applicable building and zoning codes.
10. That I am responsible for any damage and all cost to repair Common Elements or other community property that results from the proposed modification.

Owner/Applicant Signature _____

Date: _____

Co-Owner/Applicant Signature _____

Date: _____

Required Attachments: Descriptive information (typically plans and specifications, including sketches, photos, catalog illustrations, etc. showing the nature, kind, shape, color, dimensions, materials, etc).

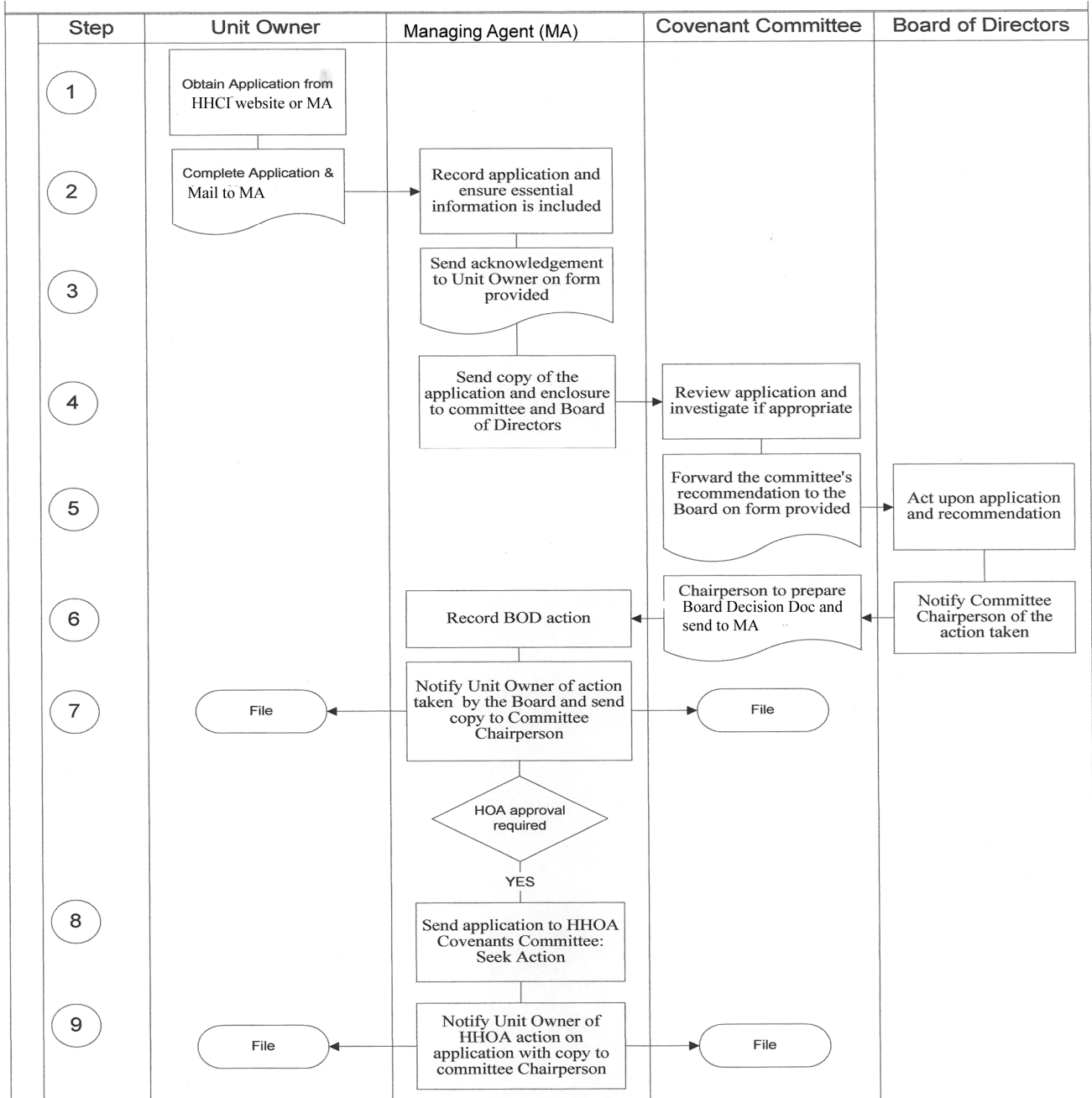
Form Date – 08/21/12

APPENDIX B

**APPLICATION PROCEDURE
HERITAGE HUNT CONDOMINIUM I UNIT OWNERS ASSOCIATION**

*Application for authorization to make structural additions, alterations or improvements
in or to a Unit or Limited Common Element*

June 29, 2012



APPENDIX C

THE UNIT OWNERS ASSOCIATION OF HERITAGE HUNT CONDOMINIUM I

POLICY RESOLUTION NO. 1 Rev 3 ENFORCEMENT PROCEDURES

Relating to Enforcement of the Governing Documents

I. DETERMINATION OF COMPLIANCE

- A. Complaint. Any Unit Owner or other Resident (Complainant) may initiate the enforcement process by filing a written complaint against another Unit Owner or Resident (Respondent) with the Condo Board or the Managing Agent designated by the Condo Board. The complaint must include a concise statement of charges setting forth in clear language the provision(s) of the Governing Documents the Respondent is alleged to have violated. If the complaint is filed against a Lessee, the Unit Owner who owns the Unit also shall be deemed to be a Respondent and (1) shall receive all notices and other documents relevant to the complaint, (2) shall be permitted to participate in the hearing procedures described below, and (3) shall be subject to the same Enforcement Remedies as the Lessee Respondent.
- B. Preliminary Investigation. Upon receipt of the complaint, the Condo Board or its designated investigator may make a preliminary investigation as to the validity of the complaint. If the alleged violation has been corrected, or the complaint is deemed to be invalid for any reason, the designated investigator shall advise the Complainant of such determination in writing and shall send a copy to the Condo Board and the Managing Agent. If the preliminary investigation indicates the need for enforcement action, the Condo Board shall proceed as provided below. If it is not clear whether any violation exists, the designated investigator shall ask the Condo Board to investigate further and provide direction.
- C. Notice. If the preliminary investigation reveals the need for enforcement action, the Condo Board shall direct any designee of its choosing including but not limited to the Condo Covenants Committee or the Managing Agent to mail a notice by certified mail, return receipt requested, to the Respondent(s) at the address(es) of such Respondent(s) listed in the records of the Condo Association and to the Unit address, if the Unit address is different. If a Respondent refuses or fails to pick up the notice, it shall be deemed delivered four days after mailing. If the alleged violation is not of an urgent nature, as determined by the Condo Board, an informal notice may be sent to the Respondent(s) prior to mailing the notice by Certified Mail. The notice shall advise the Respondent(s) of the nature of the alleged violation, the provision(s) of the Governing Documents alleged to have been violated, the specific action(s) by the Respondent(s) necessary to remedy the violation(s), and the deadline for compliance by the Respondent(s) to avoid imposition of monetary penalties or other remedies. In addition, if an alleged violation is a violation of Article II of the Rules and Regulations or of any of the use restrictions established in Article IV of the Rules and Regulations that might affect the HOA, the Condo Board's designee shall send a notice to the HOA Covenants Committee in order that HOA may make any investigation it deems appropriate.

II. ENFORCEMENT REMEDIES

If a Respondent fails to comply with the notice, the Condo Board may seek enforcement and may impose the remedies established in Article X of the Bylaws, as well as any or all of the following measures or any combination thereof:

- A. The right to request that the HOA suspend the right to use all or any portion of the common facilities as provided in Article II, Section A of the HOA Policy Resolution No. 4, as the same may be amended from time to time. The suspension shall be for a period of time determined by the HOA Board of Directors (currently a maximum of 120 days).
- B. Assessing charges of up to \$50.00 for a single violation or up to \$10 per diem for any offense of a continuing nature. The total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days. Any charges imposed shall be treated as an assessment against the unit owner's unit.
- C. Tagging and towing of any vehicles in violation of the Rules and Regulations and/or the HOA Policy Resolution No. 6, Vehicle Policies, as the same may be amended from time to time.
- D. The initiation of legal action against the Respondent(s).
- E. Any other remedy permitted or provided by state law.
- F. In the event a violation constitutes a violation of both the Governing Documents and any HOA rules, regulations, policies, or procedures, the Condo Board may, in its sole discretion, impose the Enforcement Remedies established in this Policy Resolution in addition to any sanctions imposed by the HOA.

III. HEARING RULES AND REGULATIONS

The Condo Board may not pursue the Enforcement Remedies listed in Article II above until the Respondent(s) has/have been provided an opportunity for a hearing. The following Rules and Regulations apply to the hearing procedure:

- A. The Condo Board's designee shall mail a written notice, by Certified Mail, return receipt requested, to the Respondent(s) advising the Respondent(s) of his/her/their right to contest the complaint at a hearing before the Condo Board.
- B. The notice shall advise the Respondent(s) of the date, time, and location of the hearing, and of the Respondent(s)' right to be represented by counsel. The hearing shall be no sooner than 14 days from the date the notice is mailed. Within five days of receipt of the notice, the Respondent(s) shall notify the Condo Board's designee that sent the aforesaid notice in writing whether he/she/they will attend the hearing or request that the hearing be rescheduled. The request to reschedule the hearing may be granted by the Condo Board if the Respondent(s) present(s) reasonable and satisfactory justification for the request. A Respondent also must notify the same Condo Board's designee in writing if he/she will be accompanied by counsel at the hearing.

- C. If a Respondent fails to respond to the notice as provided in this Article, or if a Respondent confirms attendance, but fails to attend the hearing without providing reasonable and satisfactory explanation, the Respondent shall be deemed to have waived the right to a hearing. In such event, the Condo Board may impose such Enforcement Remedies as it deems appropriate, consistent with the provisions of Article II above. The minutes of the hearing shall contain the results of the Condo Board's vote, the Enforcement Remedies imposed, if any, and a certification that the notice to the Respondent(s) was duly mailed in accordance with the provisions of this Policy Resolution.
- D. In the event a Respondent exercises his/her right to a hearing, the Respondent may present evidence and may present and cross examine witnesses. In lieu of attending the hearing, a Respondent may present written evidence and argument.
- E. Following the evidentiary portion of the hearing, the Condo Board may conduct its deliberations in executive session to determine whether satisfactory proof of the alleged violation(s) exists and, if so, the Condo Board shall report its findings in open session and shall, by appropriate motion and vote, make a final disposition of the matter, including the imposition of Enforcement Remedies.
- F. Notice of the decision of the Condo Board shall be mailed to the Respondent(s) by certified mail, return receipt requested, within 10 calendar days of the hearing.
- G. If the Condo Board's decision is unfavorable to the Respondent(s), the Condo Board shall instruct the Managing Agent or the Condo Association's legal counsel to commence any Enforcement Remedies specified by the Condo Board. If the Condo Board finds that a Respondent has not violated the Governing Documents, the allegations contained in the complaint shall not be included in determining whether any subsequent alleged violations are regarded as continuing violations.
- H. If the Condo Board concludes that a Respondent has committed or is committing a continuing violation and that monetary penalties should be imposed, the period for calculation of such penalties shall commence on the day following the date on which the Respondent receives notice of the decision made at the hearing and shall end on the date on which the Condo Board or its designated investigator determines that all violations have ceased. Daily monetary penalties may not be assessed for a period longer than 90 days.

IV. NOTICE TO MANAGING AGENT

Copies of any notices, disposition resolutions or other actions taken in implementing the provisions of this policy resolution shall be furnished to the Managing Agent of the Condo Association for record keeping purposes.

V. APPLICABILITY

The procedures established herein may be applied to violations of the Governing Documents, but do not preclude the additional independent application of any other specialized and more expeditious enforcement procedures and remedies as provided by state law.

APPENDIX D
HHCI OWNER/RESIDENT EMERGENCY CONTACT
And RESIDENT PET INFORMATION FORM

Name(s): _____ Parking Space(s) #: _____

Address: _____ Unit No. _____

Phones: *List up to 4* _____

E-Mail: *List up to 2* _____

Emergency Contact:

Name: _____

Address: _____

Phones: *List up to 4* _____

Pet Information: *If you have a pet or pets please provide the following information*

- 1) Number & Type of pet(s) _____ dog(s) _____ cat(s) _____ caged birds _____ fish
No more than 2 small, domestic pets are permitted except for fish where one aquarium no larger than 20 gallons is allowed.
- 2) Any additional information, such as breed, color, call name, etc., you wish to provide to assist in identifying your pet: _____.
- 3) Only small dogs weighing 25 pounds or less are allowed. Your signature hereto will constitute your certification that your dog complies.
- 4) Your signature hereto will also constitute your certification that your pet(s) have been duly licensed and inoculated.

Pet Emergency Contact: Name: _____

Telephone No. _____

This may be different from Emergency Contact above. Pet emergency contact should be someone in or near our condo. Should a pet appear to be in distress or imminent danger, the Board may need to take action, including exercising its right to enter a unit to address the emergency situation.

Would you need help in a building emergency? (Y or N) _____

Residents who would need help in a building emergency should have their own plan and make their own arrangements for assistance. The HHCI Unit Owners Association cannot assume responsibility for providing such assistance. The purpose of the question is to develop a list of who may need help and then work with the fire department to make use of the information in an emergency.

Alternate Address: *For those who have an established, alternate address for part of the year.*

Alt Address: _____

Alt Phone: _____

SIGNATURE _____ **Date:** _____

*Please complete, sign and return this form to the Managing Agent.
Visit the Heritage Hunt Condo I Webpage at www.heritagehuntcondos.org*

08/11/12

APPENDIX E

HERITAGE HUNT CONDOMINIUM I TRASH AND RECYCLING RULES AND INFORMATION

I. FACILITIES Each building has:

- A. In the garage adjacent to the elevator lobby, a trash dumpster/compactor room. It has two dumpsters, with one connected to a compactor, and the other open for deposit of refuse. There is a trash chute system that empties into the compactor.
- B. On each floor in the hallway near the elevator, a trash room with a chute system that discharges into the garage-level trash room compactor.
- C. In the garage-level storeroom hallway near the elevator, a Recycle Room. It has 3 96-gallon recycle bins with single stream recycling, which means that various types of recyclables can be mixed in the bins and the contents will be separated later.

II. CONDO TRASH/RECYCLE RULES MAY DIFFER FROM HOA RULES

HOA Trash/Recycle Rules Do Not Apply to Condo Trash/Recycling. The Condo Association uses its own Trash/Recycling contractor and the rules may differ from those applicable to the larger HH community. Residents should realize that trash/recycling information put out by the HOA, including articles in "The Horn," does not apply to Condo I Residents.

III. PICKUP SCHEDULE

- A. Trash – Trash is normally picked up on Mondays and Thursdays. However, there is no pickup on New Year's Day, Thanksgiving Day, Christmas Day or when Fairfax County Police declare a snow emergency (the contractor operates out of Fairfax). On these occasions, residents are asked, so far as possible, to delay putting trash in the dumpsters until the next scheduled pickup to minimize the load on the dumpsters; priority should be given to trash containing things that might rot, attract vermin or have significant odor.
- B. Recycling – Recycle bins are emptied once per week on Wednesdays with the same holidays as mentioned above.

IV. GENERAL TRASH AND RECYCLING RULES

Nothing should be placed on the trash room or recycle room floors except as provided below:

On occasions when the dumpsters are overwhelmed, or the amount of trash you have will overwhelm the dumpsters, priority should be given to putting trash bags that contain messy items or ones that might attract vermin – e.g., garbage. Only on such occasions may **flattened cardboard** be neatly stacked in the corner of the garage-level trash room. If possible, distribute unusually large quantities of refuse across multiple trash pickup days.

Moving boxes, wardrobe boxes and delivery and packing cartons pose special problems due to both quantity and size. These can overwhelm the trash room, so use extra diligence in breaking these down and flattening them as much as possible.

Recycling and waste disposal information in Prince William County is available at www.pwcgov.org. There is a recycling and waste transfer station at 13912 Balls Ford Road in Manassas (near the intersection of Balls Ford Road and Wellington Road). Or call 703-335-8181.

V. SPECIFIC RECYCLING RULES

The Recycle rooms are part of our home. These rules are both to meet recycling requirements AND to maintain our home in a desirable state. Read and heed any signs in the Recycle rooms. Please adhere to the following:

- A. **Do not overfill bins** – Bin lids must close completely. If there is not enough room in the bins to add your recyclables and still close the lid completely, dispose of your recyclables in the regular trash dumpsters.
- B. **Paper and cardboard must be clean** – Office paper, newspaper, junk mail, catalogs, phone books, cereal and cracker boxes are acceptable; cardboard with food remnants, such as pizza boxes, are NOT.
- C. **Small pieces of cardboard are OK.** However, we do not have capability to recycle large pieces of cardboard or cardboard boxes. Cardboard boxes must be flattened; they may be put in the trash dumpsters or, if the pieces are large in size or quantity, they should be stacked in the corner of the garage-level Trash Room. Routinely, we generate enough recyclables to fill the bins each week, and we have no room for more bins, so it is counterproductive to fill the bins with cardboard. Should you have cardboard that you want to recycle, take it to the Prince William County transfer station.
- D. **The following are OK provided they are rinsed thoroughly:** plastic bottles with a neck, cans, glass bottles and glass jars. REMOVE ALL CAPS. If a container won't rinse clean – think syrupy, sticky contents – dispose of the container in a dumpster.
- E. **If an item is not specifically listed above as acceptable, do not recycle it; put it in the trash.**
- F. **The following items are specifically NOT acceptable for recycling:**
 - 1. Plastic bags, plastic or Styrofoam packaging. **If you use plastic bags to bring your recyclables to the Recycle room, empty the bags into the bins but DO NOT PUT THE BAGS THEMSELVES in the bins.**
 - 2. Plastic food packaging or anything that has food remnants or smells. This means no dairy or salad trays, egg cartons, pizza boxes, paper plates, napkins, aluminum foil, foil cooking pans, yogurt/margarine tubs and similar items.
 - 3. Milk or juice cardboard or wax-paper containers.
 - 4. Hardcover books
 - 5. Light bulbs
 - 6. Cardboard boxes and cartons.

VI. SPECIFIC TRASH CHUTE RULES

Please be aware that there would likely be an expense to the Condo Association should a trash chute or compactor become jammed and require outside services to correct the problem.

- A. **13-gallon white kitchen trash bags** are encouraged for trash disposal. Anything larger is difficult to put into the chute and may get stuck. Grocery and retail store plastic shopping bags are not strong enough and often break apart. **All bags must be securely tied shut** to prevent contents from spilling out when the bag hits the bottom of the chute and is squeezed in the compactor.
- B. **Newspapers and magazines should not be put into the trash chutes.** They may be recycled, or bagged or tied with string and placed into a dumpster.
- C. **No cardboard and no boxes of any sort should be put into the trash chutes.** This includes pizza and shoe boxes. All boxes must be flattened and put into dumpsters.
- D. **Glass containers need to be handled thoughtfully.** Glass jars and bottles often break when dropped down the trash chutes, unless cushioned in a bag with general trash. If in doubt, take such glass containers downstairs to either the Recycle bins or the trash dumpsters. When broken glass ends up loose in the dumpsters, it can spill onto the driveway during the emptying process. Broken glass is a threat to **our** tires and a nuisance for the Building and Grounds Committee.

VII. SPECIFIC GARAGE TRASH ROOM RULES

- A. **Cardboard and boxes must be broken down and flattened.** Cardboard that is too big to fit in the dumpsters should be folded or cut into smaller pieces before putting in dumpsters. If this is not practical, lay the cardboard flat on the floor in the back corner of the trash room. Large quantities of cardboard or boxes, such as from moving, should be placed on the floor in the back corner.
- B. **Plastic peanuts, shredded packing, Styrofoam, “inflated-pouch” type packing, and similar items should be put in trash bags, tied shut, and then placed in a dumpster.** Big pieces of Styrofoam or similar packing should be broken into smaller pieces and then put in the dumpsters. Inflated pouches should be deflated. Small, loose items, such as plastic peanuts, tend to spill on the driveway during the emptying of the dumpsters.
- C. **Glass Containers should be bagged.** NEVER place glass items loose in a box or bag on the floor of the trash room.
- D. **Items unsuitable for our trash service.** Some items are just unsuitable for disposal through our trash pickup service and it is the resident’s responsibility to dispose the following items properly: computer monitors, televisions, any but **SMALL** appliances, large entertainment components, furniture, hazardous waste, and items too big to fit inside a dumpster. Recycling and waste disposal information in Prince William County is available at www.pwcgov.org or by calling 703-335-8181. There is a recycling and waste transfer station located at 13012 Balls Ford Road, Manassas, which is near the intersection with Wellington Road.

APPENDIX F

THE UNIT OWNERS ASSOCIATION OF HERITAGE HUNT CONDOMINIUM I

POLICY RESOLUTION NO. 4 REV 1 ASSIGNMENT OF EXPENSES FOR DOOR ENTRY SYSTEM PROGRAMMING

WHEREAS, Article III, Section 2 of the Bylaws of the Unit Owners Association of Heritage Hunt Condominium I (Bylaws) permits the Board of Directors of the Heritage Hunt Condominium I (Condo Board) to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Heritage Hunt Condominium I Unit Owners Association (Condo Association), and

WHEREAS, the Virginia Condominium Act, Section 55-79.83, provides that common expenses benefiting less than all of the condominium units, or caused by the conduct of less than all of those entitled to occupy the same or by their licensees or invitees, shall be specially assessed against the condominium unit or units involved, in accordance with such reasonable provisions as the condominium instruments may make for such cases. The executive organ may impose reasonable user fees.

NOW, THEREFORE, BE IT RESOLVED THAT the policies detailed below are adopted by the Condo Board:

Update of the door entry system with a unit occupant's name, unit number, and telephone number is a responsibility of the Condo Association and shall be coordinated through its Managing Agent by the Unit Owner in all cases. The expense of programming the door entry system with the above-mentioned information for a Unit Owner shall be at Association expense upon first acquisition of the Unit by the Owner. Each subsequent update shall incur a charge of \$100 against the Owner's account.

Subsequent updates referred to above shall include, but not be limited to, entry system changes resulting from a change in tenancy for leased units. In no case shall the door entry system be programmed for Lessees without the Owner's request and unless the Managing Agent possesses a signed copy of the current lease naming the Lessee and which conforms to the Governing Documents of the Condo Association.

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