***The Terraces at Swift Creek Condominium Association* RULES & REGULATIONS** *Effective January 4, 2014, Revised June 2015; Sections Amended 2016 & 2018 &2019 & 2020& 2021&2022*

All use of the Condominium Property shall be in accordance with the provisions of the Declaration, the Bylaws of *The Terraces at Swift Creek Condominium Association* and these Rules & Regulations.

These Rules & Regulations shall apply to each Unit Owner and his/her family and guests, employees, agents, and lessees. Unit Owners shall be responsible for the actions of such family, guests, employees, agents, and lessees.

Please note that if an item is not specifically allowed in the Terraces’ Rules & Regulations or in its Bylaws, it is not allowed, and you must apply to the Architectural Review Committee (ARC) or Grounds & Landscaping Committee (GLC) to review the modification you are considering and obtain Board of Directors of the Condominium Homeowners Association (BOD) approval. Any https://www.websitebox.com/exceptions to these Rules & Regulations must be requested in writing to the ARC or GLC and approved by the BOD.

It is worth reminding everyone that as homeowners here at The Terraces at Swift Creek, we own the inside of our units while the Condominium Homeowners Association (HOA) owns the outside of the units, the land around the units, and the common areas (Referred to as “Condominium Property”). This is why D. O. Allen, the original developer, developed the Bylaws and Rules for this community. The intent of these documents is to provide a way for us to allow some individuality to our homes while maintaining the fundamental uniform character of the community.

General Regulations for your unit:

**A** **Signage**: No sign, advertisement, no political signs, flags, banners, garden flags or any other message that is of political nature is allowed, notice or other lettering, painting or decoration including without limitation, “For Rent” or “For Sale” signs of any size, shall be exhibited, inscribed, painted or affixed on any part of the Condominium Property, including, without limitation, on the outside of a Unit or the building containing the Unit, or in or on any, including without limitation, in or on lawns, borders, bushes, landscaped areas, mailbox areas, fences, sidewalks, or parking areas, or in or on any portion of a limited common element, including without limitation, patios, porches or balconies. Notwithstanding the foregoing, signs “For Rent” and “For Sale” or similar advertising, of a size no greater than two (2) feet by two (2) feet may be placed on the inside of a window of a Unit by the Unit Owner. Unit Owners shall be limited to posting one (1) such sign in their Unit at any time. A sign announcing the presence of a security system in the home may be placed in the front mulch bed that is of a standard industry size and construction. *(Revised October, 2020)*

B. No improvements (including planting or landscaping) may be construed on, or alterations made to the exterior of the buildings or on the Condominium Property without the prior written consent of the HOA. Such prohibited improvements shall include, but not be limited to, adding plants to mulch beds, placing potted plants in front yard, creation of a new mulch bed or garden, any additional buildings,

terraces, patios, sidewalks, driveways, walls, fences, awnings, retractable awnings, pergolas, windows, doors, screens, jalousies or enclosing of patios. (See ARC Policy)

Only the following exceptions will be allowed according to the location of the exceptions:

**FRONT OR SIDE OF UNITS:**

1. **Near the front door of end units**. The area around the front door may be used for selected ornamental items as listed below. Items must be in good repair and free of rust or other deterioration. This area is not to be used for as a patio.

a) A bench and a bistro set (defined as a small table and two small chairs) will be allowed. They must be ornamental, small, and near the front door on the walkway. The bench must not exceed a maximum of 36 inches. Either a bench or bistro set will be allowed.

b) One or two figurines and/or other small ornamental yard art items may also be displayed near the front door on the walkway.

c) American Flags can be hung from the side of the garage door. Any display of the American Flag needs to be in compliance with the Flag Act. For example, taken down at night unless lighted (garage lights or others) and brought in when it rains.

d) No beach chairs, folding chairs, etc.

e) No artificial plants or flowers are permitted in the front and side of units. f) No umbrellas are allowed.

g) Wind chimes are not allowed in this area.

2. **Near the front door of middle units**. Since middle units have less walkway space than end units near their front door; a bench, chair, table, etc. may not be placed. All other items in #1 apply, however.

3. **In front and side of units and tree mulch beds**

a) One small flag may be displayed in the front or side mulch bed but not in the tree’s mulch bed. The flag should be approximately 12 inches wide and 18 inches long and the metal flag holder should not be higher than 3 feet above the ground.

b) No pots or other items may be placed in mulch beds

c) No ornamental art, shepherd hooks, bird houses, decorative lights, pinwheels, or other items may be placed in mulch beds

d) No plants may be planted, and potted plants may not be placed in mulch beds.

4. **In front of the garage door**. Small window boxes and potted plants may be placed adjacent to the garage door opening; no more than one on each side. They must be no wider than the brick facing that borders the garage door sides, must be in good condition and well maintained.

5. **On the walkway**. Pots with plants may be placed on the walkway to a unit’s front door. No more than 5 plants/pots for end units or middle units may be placed. The pot

may be no more than 2 feet wide, and the height of the plant may be no greater than 4 feet. Pots must have a subdued color and be in good condition. Plants must be healthy and well maintained. The BOD may have any plants or pots it deems unacceptable removed with notification from the HOA.

6. **Garden hoses and hose storage units** must be stored in the garage and may not be left outside the front door of the unit, in front or near the garage, or in the front or side mulch beds, even if it is placed behind plants/shrubs.

7**.** **Tiles. Blocks, or other decorative edging** around mulch beds are not allowed.

8. **Front door of units:** Nothing is allowed to be attached permanently to the front or rear door of a unit except for the address plaques.

a) The inside unit’s front door plaques and above garage door plaques on end units are provided by the HOA. The front door plaques for the end units are optional. Both the plaque and installation are paid for by the end unit owner. This style plaque is the only style approved and must match all other plaques. The plaques are available at Home Depot and Lowes. The model number is 40040G by Whitehall Products.

*(Added October 13, 2016)*

b) The exception will be that wreaths and seasonal wreaths are allowed on the front door. They must be hung with removable adhesive or removable hooks. No permanent nails or screws are allowed. Any damage done to the door is the responsibility of the homeowner/ lessee to repair. *(Added \_\_\_\_\_\_\_\_, 2021)*

**BACK OF UNITS:**

1. **In the back mulch beds in front of the retaining wall or fence area:** No plants, decorative yard art or any other items may be placed here.

2. **In the rear mulch beds of a unit** (adjacent to the patio and rear of the home)

a) One small flag will be allowed in mulch beds at the rear of a unit (adjacent to the patio). The flag should be approximately 12 inches wide and 18 inches long and the metal flag holder should not be higher than 3 feet above the ground.

b) Yard art is allowed in mulch adjacent to the patio. No more than 2 items may be placed. Each item must be no more than 2ft high and 1 foot wide and must be maintained in good condition. Any damage that may occur due to lawn services or other services is at the risk of the homeowner/lessee. ***No more than two shepherd poles or one Shepard pole with multiple hooks or poles are allowed in the mulch beds adjacent to the patio only.***

c) No furniture is allowed on the lawn.

**Backyard/Rear Garden Area Planting:**

3**.** Propane or gas grills and firepits are allowed in the rear of the unit as long as it is not any closerto the exteriorof theunit than 8 feet. They arenot to be left in the grass areabehind the unit**.**

4. It is required that the homeowner submit a plan to the GLC prior to amending their planting beds. The planting plan will be reviewed by the GLC and must be approved to assure compliance with the Rules & Regulations. The Chair of GLC will submit the plan to the Community Manager on a quarterly basis. Plants that have been installed without an approved plan may be removed by the HOA after advanced notice to the unit owner/lessee.

5. In ground annual or perennial flowers and bulbs are permitted to be planted in the mulch beds adjacent to rear patios and sunroom only. Plants in larger than one (1) gallon size containers with a mature height greater than four (4) feet will not be allowed.

6. Plantings should not extend or creep into grass area.

7. No plantings are allowed in far rear mulch beds bordering retaining wall or fencing area or in non-mulched areas, i.e., grass. No plantings are allowed in any bed visible from the street.

8. No TASC planting plan shrubs or bushes are to be removed. Existing shrubs, plants may bepruned to stay smaller if desired. Pruning shall bedone at the correct time and manner

as is recommended for each plant in question.

9. Access to utility boxes on the condo unit exterior wall shall be maintained. No plantings are allowed around gas lines.

10. Similar “potted” plants including veggies {tomatoes, small pepper plants, herbs} are allowed along the rear foundation of your home, no grass is to be removed from this area. Shrubs and trees are not permitted to be planted in any area.

11. No trellises shall be placed, and no vines or invasive species shall be planted.

12. The homeowner is responsible {at their expense} for maintaining the mulch bed area. Our contracted grounds service will mulch as usual in the spring. The homeowner is responsible for weeding and keeping any sprinkler heads free from clutter. The contracted grounds service is not responsible for replacement of any homeowner planted materials which may be damaged by the contracted service in the normal execution of their duties.

13. Plants which are not allowed and plants in potting containers which are cracked and/or broken are subject to removal by HOA after advanced notice to the unit owner/lessee. (This includes at building front or on sidewalk)

14. The homeowner is responsible to check with “Miss Utility” if needed to diminish the possibility any utility accident when digging to add or tend plantings.

15. All plant material that are diseased, dying or dead should be reported to the GLC. It is the GLC’s responsibility to replace any bushes in keeping with our landscaping plan. Homeowners should not replace any originally installed plant on their own.

16. TheProperty Manager shallreviewproperties at least twiceayear ormorefor compliance with Rules & Regulations. The owner will be informed of any violations that need to be corrected.

17. Unit Owners may have no planter boxes on their windows, and, in addition, no hanging vine or growth is permitted to extend through and outside the window area. No vine or growth is permitted on any trellis or permitted to hang outside any deck or patio areas. No vegetables or other plants grown in planters shall be visible from the other units.

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

D. Individual television, radio antennas, satellite dishes and/or similar apparatus may not beattached to the buildings. They must be placed in the common area back mulch bed adjacent to the

retaining wall/fence behind the home, not in the mulch beds adjacent to the patio or unit. Satellite dishes no longer in use must be removed by the homeowner/lessee. No window air conditioning units are allowed.

E. All Condominium Property must be kept clean and free from unsightly objects. All tools, sporting equipment and other personal articles and equipment must be kept within the Unit. No tools, sporting equipment or other personal articles shall be kept on the patios or balconies other than grills and patio style furniture in good repair.

F. All improvements, maintenance and landscaping of the Condominium Property shall be handled only by the HOA. Downspout extensions, if needed for one or more downspouts may be applied

for to the ARC committee for approval to have it/them installed.

G. All trash, garbage, recycling, and rubbish should be placed in receptacles provided to the Unit Owner by the refuse company contracted with the HOA. Unit Owners shall place receptacle at

the curb on the designated trash collection day or recycling day, but no earlier than 6 pm the night before pickup, and the receptacle must be removed from the curb and placed inside the garage

by the end of the same collection day.

H. No trash, cigarette or cigar butts shall be discarded in or on the Condominium Property.

I. The sidewalks, entrances and driveways may not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units and/or the portions of the

Condominium Property designed for parking.

J. Pods, Construction Dumpsters, and other Transition Bins.

Construction dumpsters are allowed only to stay in place for 14 days. Moving pods are limited to 7 days. Only to be placed in the driveway. If you need an exception to this policy, please contact the Property Manager. Any damage that may occur to the driveway or Condominium Property is the responsibility of the condo owner/lessee. *(Updated April 12, 2021)*

K. No boats, trailers, campers, recreational vehicles, buses, commercial trucks, commercial vans, 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. No work or maintenance shall be performed on the Condominium Property on any vehicles. All vehicles must have a current license to be kept on or allowed into the Condominium Property. The BOD reserves the right to determine what

defines a commercial vehicle. Any vehicle found to be in violation will be subject to towing at owner’s expense after a seven (7) day notification. *(Updated January 14, 2016)* Vehicles must be operable and must have current, valid license plates and inspection stickers. Report suspicious or abandoned vehicles to the property manager. Parking in the fire lanes is prohibited by law. Call Chesterfield County Police. (Updated July 14, 2022)

L. No gasoline or other hazardous substance may be stored on the Condominium Property.

M. Pets on the premises or in the Units may be kept subject to the following conditions:

1. All pets shall be kept on a leash when taken to and from the building and shall not be allowed to run loose or be curbed on any of the Condominium Property.

2. All pets must be sufficiently under control by the owner at all times so that they do not become a nuisance to the Unit Owners or occupants of other Units. Pet owners must clean up any fecal waste deposited on the Condominium Property by their pets.

3. All pets must be licensed as may be required by law and vaccinated against rabies.

4. No pet shall be kept on any deck, patio, or enclosure other than within the Unit itself. **Pets are not allowed to be chained or leashed *to any part of the building, landscaping, or front lamp posts.***

5. No more than two (2) domestic animals may be housed in any one Unit without prior written permission being granted by the BOD.

6. Any Unit Owner (or pet owner) who fails to observe any of these rules relating to pets shall be subject to fine at the discretion of the BOD and/or termination of privileges, including, but not limited to, the privilegeto keep theirpet on the Condominium Property.

N. No skateboarding, skating, or similar activities are allowed in the parking area, streets, sidewalks, or on any part of the Condominium Property for the safety of everyone.

O. All window coverings and treatments visible from the outside of the Units shall beeither standard white or off-white blinds, or draperies lined with white or off-white exterior lining, or such other common color or shade as may be determined by the Association. Under the builder, D. O. Allen, some darker blinds were installed in some units initially. When the owner replaces these existing blinds, the new blinds should adhere to the standard color requirements. Blinds must be kept in good repair. Homeowners may apply to the ARC to install decorative plastic film in transom windows: This will only be allowed in transom windows (the square glass panels at the top of the windows).

P. Only Owners or Tenants and/or guests shall be permitted to use the Condominium Property and/or any Common or Limited Common Elements shall be subject to the Rules & Regulations posted from time to time by the BOD of the Condominium and violation of any of these Rules & Regulations shall be subject to the violator to appropriate sanction as set from time to time by the BOD of the Condominium, including, but not limited to, the loss of any or all privileges to use or enjoy the Condominium Property.

Q. All persons shall reduce noise levels between the hours of 10:00 p.m. and 8:00 a.m. so that occupants of Units will not be disturbed. Unnecessary noises shall at all times be prohibited, including, without limitation, playing loud music or making other loud noises on the Condominium Property, playing music, or making loud noises audible to others outside of the Unit or vehicle from which the music or noise is emanating. Loud music or other loud noise is prohibited at, in and around any part of the Condominium Property.

R. No loud, disturbing, or illegal activity shall be carried on upon any part of the Condominium Property 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 of his Condominium Unit orwhich shallin any way increasethe rateof insurancecarried by the Association for the benefit of the Owners.

S. **Surveillance Cameras:**

Video surveillance cameras are installed around the clubhouse and pool area to provide not only a deterrent to inappropriate behavior but can be used as a means of identification in the event of damage or criminal activity or personal injury.

Video recording equipment has been placed in a visible locations at the clubhouse/pool area which presents the best surveillance options with respect to desired coverage, specific surveillance targets, and lighting conditions. Cameras are positioned so as not willfully intrude on a homeowner’s property.

Access to the surveillanceand surveillancerecords shall besecured and restricted to the BOD. TheBOD is solely responsible for deciding when the surveillance footage needs to be viewed. At least two BOD members but not limited to need to be present in the viewing of the surveillance cameras. The viewing will take place only at the clubhouse with at least two BOD members present. The BOD members will need to log in: date, time, and purpose. All BOD members will have the password available to them to use as outlined above. The President and Vice-President of the BOD will hold a key to the security box and will be given out upon request by any Board members to use in as outlined above.

If access to video surveillance is requested for the purpose of a law enforcement investigation due to criminal activity or potential activity, pertinent footage related to the investigation shall be provided to the law enforcement officials. *(Added July 8, 2021)*

T. No Unit Owner may lease any element of his Condominium except in accordance with the following provisions:

1. No Unit Owner shall lease his Condominium Unit for a period of less than 12 months.

2. No Unit Owner shall leasehis Condominium Unitexcept forresidential purposes. Each Unit may be occupied by only one family or by a maximum of one person per bedroom for unrelated persons.

3. No Unit Owner shall lease his Condominium Unit unless at least one of the lessees, who will actually occupy the Unit, is over the age of 21 years.

4. Prior to the effective date of such lease, the Unit lessees, occupants or guests authorized to use the Condominium Unit in the Unit Owner-lessor’s absence shall be disclosed to the Association, indicating the exact period of the time during which such persons will be so authorized.

5. The Unit Owner shall be responsible for any damage to the Condominium Property, an adjoining Condominium Unit, caused by the lessee and/or the lessee’s guests, as well as responsible for legal fees, court costs, or other costs incurred by the HOA in removing a lessee.

6. Except as otherwise provided herein, such lease must be consistent with the Declaration, Bylaws, and these Rules & Regulations, as the same may be amended from time to time. All leases shall be in writing and shall contain at least the following provisions:

a) The lessee agrees to comply with the Declaration, Bylaws, and theseRules & Regulations as the same may be amended from time to time.

b) If the lessee fails to comply with the provisions of the Declaration, Bylaws or these Rules & Regulations, the BOD shall have the power (including power of attorney to act on behalf of the Unit Owner) to terminate such lease, and/or bring summary proceedings to evict the lessee in the name of the Unit Owner-lessor. As between the Unit Owners and the lessee, any costs incurred therein, including reasonable attorney’s fees, shall be borne by the lessee.

c) The lessee shall not sublet the demised premises or any part thereof without prior written consent of the BOD.

d) A copy of all leases shall be delivered to the BOD, and/or the acting management company managing the Condominium Property, to be kept in the HOA’s records. Leases made in violation of these provisions shall be voidable at the option of the BOD. Each Unit Owner-lessor hereby authorizes the officers and each member of the BOD (and hereby appoint each officer and director as his attorney-in-fact) to institute legal proceedings to evict, for cause, any lessee, in the name of the Unit Owner-lessor.

U. Delegation of Use of Condominium Property. Any Unit Owner may delegate, in accordance with the HOA’s Bylaws, his right of enjoyment to the Condominium Property and facilities thereon to the members of his family, his tenants, or other contract purchasers who reside in the Unit. If a Unit Owner leases a Unit to a Person, the Unit Owner’s right of enjoyment of the Condominium Property and facilities thereon shall automatically transfer to the person leasing the Unit. Either the Unit Owner or the person or persons to whom the Unit Owner is leasing the Unit, but not both, may enjoy the right of enjoyment of the Condominium Property and facilities thereon, provided, however, the transfer of the right of enjoyment to the tenant shall not disturb or interfere with the Unit Owner’s access to the Unit over the Condominium Property.

V. Clubhouse/Pool Gate Fobs. The owner is responsible for providing key fobs obtained from the Clubhouse & Pool Chairperson to the lessee. If the homeowner does not provide the key fob, there will be a $100 charge to the lessee for issuing a second fob. If a homeowner is more than three months past due in assessments, no fob will be issued unless payment in full is made or unless payment arrangements have been made with the Community Manager to bring the account curre

W. Holiday Decorations. Winter holiday decorations may not go up before November 15th and turned on before November 20th. All decorations must be taken down no later than January 10th. Other seasonal decorations may be displayed two weeks prior to and one week after the specific celebrated date. Strings of lights may be displayed for a specific event and removed promptly. (*Revised February 2019*)

**X.** Serving Alcohol at HOA Sponsored Events. Alcohol may be provided and served at any HOA sponsored event under the following guidelines:

1. There is absolutely no charge for alcohol. If it is part of or included in an event that charges for admission in any form or fashion, then a one-day banquet license must be obtained.
2. No alcohol may be served to anyone under the age of 21 years of age.
3. Anyone appearing to be intoxicated shall not be served.
4. The person in charge of the event serving alcohol shall be responsible for making sure the above guidelines are followed and enforced.

*(Added January 14, 2016)*

**Y.** Timeline for election of Board of Directors at Annual Meeting.

The timeline for the election is as follows:

➢ 98 days (14 wks.) before the Annual Meeting nomination forms will be sent to all Owners and Residents for anyone wishing to serve on the Board to fill out and return to the Community Manager.

➢ 56 days (8 wks.) before the Annual Meeting nominations will be closed. At this time, the Community Manager will review all applications to make sure they qualify to serve on the Board.

➢ 42 days (6 wks.) before the Annual Meeting the Community Manager will mail out ballots with the resumes of all qualified nominees to all Owners to vote on.

➢ 14 days (2 wks.) before the Annual Meeting will be the deadline for all any ballots to be returned to the Community Manager. These would include any proxy ballots from Owners that will not attend the Annual Meeting. (*Approved and adopted April,2018)*