

**Schedule A to Bylaws**  
**Rules and Regulations of**  
**Halstead at Spence Crossing, A Condominium**  
**(Updated at Board meeting on 2/13/2025)**

All use of the Condominium Property shall be in accordance with the provisions of the Declaration, the Bylaws of Halstead at Spence Crossing Condominiums Association, Inc. and these rules and regulations.

These rules and regulations shall apply to each Unit Owner and his family and his or their guests, employees, agents and lessees. Unit Owners shall be responsible for the actions of such family, guests, employees, agents, and lessees.

1. Noncompliance with any of the Association Rules and Regulations outlined below are subject to penalty as set forth in the Virginia Condominium Act, section 55-79.80:2 and could result in a Due Process Hearing being scheduled to determine if a violation has occurred and if so, what the appropriate fine for the offense will be. The opportunity for corrective action will be afforded to the unit owner and if left uncorrected, notices of due process hearings will be sent to residents in violation in compliance with the Virginia Condominium Act. The amount of any charges assessed shall not exceed \$50 for a single offense, or \$10 per day for any offense of a continuing nature, and shall be treated as an assessment against such owner's condominium unit. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days or totaling more than \$900 per offense.
2. In general no signage, advertisement, notice, lettering, painting or decoration shall be exhibited, inscribed, painted or affixed on any part of the single family condominium without prior consent of the board with the exception of the American Flag.
  - a. The American Flag may be displayed outside of the single family condominium no larger than 4'X6' in size and in accordance with the U.S. Flag Code to ensure the proper display.
  - b. Owners who place signs of any type in their yard or gardens must recognize this impedes the ability of the grounds personnel to perform their contractual duty and it therefore becomes the responsibility of the owner to maintain the areas impeded by signs.
  - c. Political signage will meet the following criteria:
    - i. Yard signs no larger than 24 inches by 24 inches may be placed only in front of an owners residence. (Note: there will be no authorized signage on common areas such as along the entrances)
    - ii. Only 1 sign per political candidate with only the candidates name and campaign slogan.
    - iii. No derogatory or offensive language or graphic pictures are allowed.
    - iv. Political signs may be placed 30 days before an election and removed 7 days after the election.
    - v. Business signs or advertisements are not authorized.

- vi. For Sale or Rent signs may be placed as yard signs. Signs hanging from a post first require board approval.
  - vii. Garden signs or flags shall not exceed 24 inches by 24 inches.
  - viii. The Board reserves the right to remove all signs not in accordance with the above regulations.
3. No improvements (including planting or landscaping) may be constructed on, or alterations made to the exterior of the buildings or on the Condominium Property without the prior written consent of the Association. Such prohibited improvements shall include, but not be limited to, any additional buildings, terraces, patios, sidewalks, driveways, walls, fences, awnings, windows, doors, screens, jalousies or enclosing of patios or balconies, except for preapproved seasonal annual plantings outlined below.
- The following plantings and landscaping activities are approved without prior written consent of the Board.
- a. Original shrubs and flowers/greenery planted by the Association will be tended (lawns mowed/trimmed and shrubs/trees pruned) by the landscape company.
  - b. Residents may plant flowering annuals selected from the approved planting lists for spring and fall in the front and side beds of the Unit.
  - c. Residents may not plant trees or any large shrubs around their Unit. These include, but are not limited to evergreens, laurels, hollies, confers, pines, and spruces.
  - d. Residents may not remove existing shrubs, greenery and/or flowers planted by the Association.
  - e. Residents may not plant trailing vines, shrubs or vegetables against the exterior building walls, columns, or patio fences.
  - f. Residents may not affix a planter to any window or exterior Unit wall.
  - g. Residents are responsible for tending seasonal plantings they have planted around their unit area. All annuals must be removed as they die off.
  - h. Residents may have plants on the front porch if contained in a neat and properly maintained planter.
  - i. Residents are responsible for watering and weeding any plants they have purchased and planted. Residents are also encouraged to water planting already established by the Association in times of drought.
  - j. Mulch of the same texture, color and consistency may be added to the flowerbeds.
  - k. Once homeowner added plant material has died it will need to be pulled by the homeowner. If these materials are not pulled in a timely manner, the association will send a notice with a deadline for them to be pulled. If the work is not completed by the imposed deadline, the association's landscape crews will pull them and the cost for this labor will be passed on to the homeowner.
4. 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. Sweeping or shaking of mops or rugs or throwing dust or anything else from the windows, fences or doors is not permitted at any time.

5. Unit Owners may have no planter boxes on their windows, and, in addition, no hanging vine 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 Common Elements.
6. No individual television, radio antennas, satellite dishes and/or similar apparatus may be attached to the buildings without prior Management approval. No window air conditioning units are allowed.
7. All Common Elements must be kept clean and free from objects. All tools, sporting equipment, lawn decorations 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 other than grills and patio style furniture in good repair.
8. The parking regulations for the streets within Halstead at Spence Crossing are outlined below. Any vehicles parked in violation of the below regulations or condominium instruments are subject to immediate tow.
  - a. Monday through Friday- parking on the street will be allowed between the hours of 4pm and midnight.
  - b. Saturday and Sunday- parking on the street will be allowed between the hours of 9am and midnight.
  - c. Residents are responsible for making any guests or visitors to their homes aware of this policy and ask them to park accordingly.
  - d. There is no parking within 30 feet of a stop sign.
  - e. There is no parking so that the mailboxes are inaccessible to the mail carriers.
  - f. Pulling up on the curb and/or parking on the grass is prohibited.
  - g. Vehicles should only be parked in the driveway facing the house or backed into the house. Vehicles may not be parked on the driveway parallel to the street.
  - h. The sidewalks, entrances, and passages 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 Common Elements designed for parking.
  - i. There is absolutely no parking in the fire lane at any time.
  - j. Visitor Parking rules will be suspended for all federal holidays for 24 hours.
  - k. Visitor Parking rules will be suspended annually from the day before Thanksgiving to the first business day following Thanksgiving and the Friday before Christmas to the first business day following the New Year.
  - l. The Board of Directors reserves the right to include additional holidays upon written request. The listing of included holidays will be released prior to the new year.
  - m. Visitor Parking can be allowed for no more than 5 consecutive days with a pass obtained from the Board of Directors or Community Manager. All requests must be received in writing and pass picked up from the Community Manager prior to the first day of street parking. If additional time is required, the homeowner is to communicate with the Manager/Board Member.

9. All improvements, maintenance and landscaping of the Common Elements shall be handled only by the Association.
10. All persons shall reduce noise levels between the hours of 10:00p.m. and 8:00a.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.
11. All trash, garbage and rubbish are to be put in the trash containers that are provided. The trash shall be securely wrapped and tied in plastic bags. Unit Owners shall place the container at the curb on a day to be determined.
12. No trash or cigarette or cigar butts shall be discarded in or on the Condominium Property.
13. No employee of the Association shall perform any personal services, while on duty, for any individual Unit Owner, guest, employee, agent, or lessee, except such services as are approved by the Association.
14. Ordinary domesticated household pets are to be permitted on the premises on or in the Units subject to the following conditions:
  - a. All pets must be approved in advance of purchase. The Association reserves the right to deny pet approval.
  - b. The pet owner is strictly liable for any damage or injury to persons or property caused by their pets and is responsible for their pets' behavior at all times. Additionally, each owner shall indemnify, defend and hold harmless the Association and its officers, directors, employees, committee members, manager, and agents from all claims, obligations, liabilities, damages, expenses, judgments, attorneys' fees and costs arising from or related to his or her pets.
  - c. Two domestic animals (most commonly canines) which spend any amount of time outside are permitted.
  - d. All pets must be sufficiently under control at all times so that they do not become a nuisance to the Unit Owners or occupants of other Units.
  - e. All pets shall be kept on a leash when taken outside of the condominium with the exception of a closed back yard and shall not be allowed to run loose.
  - f. Pet owners must clean up any fecal waste deposited on the Condominium Property by their pets.
  - g. All pets must be licensed as may be required by law and vaccinated against rabies.
  - h. There shall be no more than two pets maintained in any Unit unless prior written approval is given by the Association; provided, however that such approval may be withdrawn by the Association upon reasonable notice.
  - i. Approval for any pet may be withdrawn for any reason at any time by the Board of Directors upon ten (10) days notice to the Unit Owner.
  - j. No pet shall be left outside unattended on any deck, patio or enclosure.
  - k. Any Unit Owner (or pet owner) which fails to observe any of these rules relating to pets shall be subject to fine at the discretion of the Board of Directors of the

Condominium and/or termination of privileges, including, but not limited to, the privilege to keep their pet on the Condominium Property.

1. Service & Emotional Support Animals are working animals and are not classified as "pets". However, owners of service/ emotional support animals are required to follow the above rules and are subject to the same disciplines as domesticated household pets.
15. 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, maintenance or washing of cars 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 Board reserves the right to determine what defines a commercial vehicle.
16. All window coverings and treatments visible from the outside of the Units shall be either standard white or off-white blinds or draperied lined with white or off-white exterior lining unless prior Board approval has been given. Blinds must be kept in good repair.
17. 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 and Regulations posted from time to time by the Board of Directors of the Condominium and violation of any of these rules and regulations shall be subject to the violator to appropriate sanction as set from time to time by the Board of Directors of the Condominium, including, but not limited to, the loss of any or all privileges to use or enjoy the Common or Limited Common Elements.
18. No gasoline or other hazardous substance may be stored in or on any portion of a unit or in or on the Common or the Limited Common Elements.
19. No bicycles or other personal property shall be parked, stored, locked to and/or placed on the common areas at any time. Bicycles wrongfully parked, stored, locked to and/or placed in the common areas shall be subject to removal, confiscation and/or other means of detention as deemed fit, by the Board of Directors from time to time.
20. No obnoxious, offensive or illegal activity shall be carried on upon any part of the Condominium nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Unit Owners or which shall in any way interfere with the quiet enjoyments of any Unit Owner of his Condominium Unit or which shall in any way increase the rate of insurance carried by the Association for the benefit of the Owners.
21. No Unit Owner may lease any element of his Condominium except in accordance with the following provisions:
  - a. No Unit Owner shall lease his Condominium Unit for a period less than six (6) months.

- b. No Unit Owner shall lease his Condominium Unit except for residential purposes. Each Unit may be occupied by only one family or by a maximum of one person per bedroom for unrelated persons.
  - c. 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.
  - d. 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.
  - e. The Owner of any Condominium Unit shall be responsible for any damage to the Common Elements, an adjoining Condominium Unit, or any other property comprising the Condominium, caused by the lessee and/or the lessee's guests, as well as responsible for legal fees, court costs, or other costs incurred by the Association in removing a lessee.
  - f. Except as otherwise provided herein, such lease must be consistent with the Declaration, Bylaws, and those Rules and 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:
    - i. The lessee agrees to comply with the Declaration, Bylaws, and these Rules and Regulations as the same may be amended from time to time.
    - ii. If the lessee fails to comply with the provisions of the Declaration, Bylaws or these Rules and Regulations, the Board of Directors 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. A between the Unit Owners and lessee, any costs incurred therein, including reasonable attorney's fees, shall be borne by the lessee;
    - iii. The lessee shall not sublet the demised premises or any part thereof without prior written consent of the Board of Directors.
  - g. A copy of all leases shall be delivered to the Board of Directors, and/or the acting management company managing the Condominium Property, to be kept in the Association's records. Leases made in violation of these provisions shall be voidable at the option of the Board of Directors (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.
22. Seasonal lights may be used only on the front and rear faces of the home. Lighting and décor are prohibited on the sides and roof of the homes. Lights may be of any color, in good working order and are restricted to the individual home. Any animatronic, statuette or blow up items may not exceed 8 feet in height and cannot create any type of driving hazard. Seasonal Lights are permitted from the day after Thanksgiving to January 15<sup>th</sup>. After which time the lights are to be removed and stored properly.