

EXHIBIT 4

CARRIAGE POINTE AT AQUIA, A CONDOMINIUM
RULES AND REGULATIONS

DATE: _____, 2005

These rules and regulations have been adopted to expand upon and detail the information found in the Condominium Declaration and Bylaws under which Carriage Pointe at Aquia, A Condominium operates. All residents are required to comply with these rules and regulations in order that the Condominium will be a more attractive and harmonious place to live.

A. Rules and Regulations

1. Animals

1.1 Limited to household domestic pets, not bred or maintained for commercial purposes, may be kept in any one home.

1.2 All animals, when outdoors, shall be under a person's command and maintained on a leash. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean-up of all pet litter.

1.3 No pet shall be tethered outside in the lawn, balcony or patio, any terrace or Common Element.

1.4 Pet owners and Owners may be fined for violation of these policies at the rate of up to \$50.00 for each offense. If any pet becomes a nuisance in the opinion of the Board of Directors, the pet may be ejected from the community at the discretion of the Board of Directors.

1.5 An Owner who keeps a pet or whose family member or guest brings a pet onto the Condominium shall be liable for any damage or injury to persons or property to the extent caused by such pet.

1.6 Owners shall be responsible for compliance with applicable Stafford County animal control ordinances.

2. Condominium Sales

Any owner who sells his or her condominium is responsible for:

2.1 Notifying the Association and requesting a Certificate of Resale per the requirements of the Virginia Condominium Act.

2.2 Making certain all assessments are current.

2.3 Making certain new owners receive the Condominium Declaration, Bylaws and these rules and regulations.

3. Decorative Items

3.1 The American Flag

The American Flag may be flown or displayed at any time following normal flag protocol.

3.2 Prohibited Items

No Owner shall place any item in or on any Common Element, including without limitation, items such as: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, laundry poles or clotheslines.

Laundry may not be hung on or over any terrace (including, without limitation, swim suits, towels and rugs).

4. Exterior Alterations

No alterations, additions, fences, walls, terraces, decks, etc., may be made to the exterior of a building without the prior written approval of the Board.

5. Fees and Charges

The following fees shall be charged and/or imposed by the Association as applicable:

5.1 Violations of Condominium Instruments. If any Owner fails to comply with any provision of the Declaration, Bylaws or these Rules and Regulations, and the non-compliance continues for a period in excess of fourteen (14) days after written notice to the Owner and the opportunity for the Owner to be heard at a meeting of the Board of Directors of the Association, such Owner shall pay a penalty equal to fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature, from the date the non-compliance began until it ceases, as more particularly set forth and in accordance with Virginia Code Section 55-79.80:2. In addition, the Association shall have the right to suspend the Owner's right to use facilities or services located in the Condominium.

5.2 Failure to Pay Assessments. A late charge in the amount of five percent (5%) of any assessment or installment thereof not paid within ten (10) days after the due date thereof shall be added to the amount of any such delinquent assessment or installment. Interest at the rate of twelve percent (12%) of any assessment or installment thereof not paid within ten (10) days after the due date thereof shall be added to the amount of any such delinquent assessment or installment.

5.3 Statement on Assessments. The Association shall charge any authorized person requesting a statement on assessments pursuant to Virginia Code Section 55-79.84 a fee of Ten Dollars (\$10.00) as a condition to preparing the statement.

5.4 Pet Violations. See Section 1.4.

6. Parking/Vehicles

6.1 No boats, camping trailers, motor homes, trucks (larger than a 3/4 ton pickup), moving trailers (e.g., "U-Haul" trailers), or any vehicle with commercial advertising may be parked on any street overnight. Other vehicles used for recreation (van conversion/RVs and motorcycle and jet ski trailers) will be permitted to park in guest parking spaces for forty-eight (48) hours to accommodate guests of residents. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks when in

the area to perform service or repair work are an authorized exception.

- 6.2 All parking by residents or guests *must be:* (a) within the resident's assigned spaces, or (b) on a first-come first-serve basis, in parking spaces designated in the Common Elements. Vehicles parked in violation of these Rules and Regulations are subject to being towed at the expense of the resident whether or not the towed vehicle is owned by the resident or the resident's invitee.
- 6.3 Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident or a resident's invitee, which are parked in any Common Element for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Common Elements except for short-term emergency work (flat tire, battery charge, etc.).
- 6.4 No motorized vehicles, including, without limitation, motorcycles and mopeds, may be driven or used upon the Common Elements (except for paved roads and parking areas) without the prior written consent of the Board of Directors.
- 6.5 No vehicle shall be parked in any manner which blocks any street. The speed limit within the Condominium is *14 mph*. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

7. Personal Property

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennas or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, railings or roof without the prior written approval of the Board of Directors.

8. Signs

No real estate signs are permitted on any Common Element. This prohibition shall not apply to signs erected by or for the Declarant.

9. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the Condominium. Garage sales and tag sales are specifically prohibited.

10. Storage

No Owner shall obstruct any of the Common Elements nor shall any Owner store anything upon any of the Common Elements unless in areas specifically designated for storage by the Board of Directors. Any items found by the Board of Directors or the Managing Agent to be existing in violation of the foregoing may be removed without any notice being required.

11. Utilities

Residents are responsible for maintenance and payment of separately metered water, sewer, gas, electric, cable television, telephone, and for calling to initiate service on the date of possession.

B. Administration of Rules and Regulations

1. Amendments

These rules and regulations may be changed from time to time and at any time by a majority vote of the Board of Directors.

2. Waivers

The Board of Directors may waive the requirements of these Rules and Regulations upon application by a Owner provided that the waiver does not violate any law, ordinance or governmental regulation. Any waiver shall be strictly limited to the specific fact situation and duration for which it is granted. No waiver shall be deemed to be a waiver of the right to enforce these Rules and Regulations against the recipient of the waiver in other situations or other persons. Any waiver must be in writing executed by a duly authorized officer of the Association to be valid. No Owner shall be entitled to rely on any verbal waiver.

3. Notices.

All requests for waivers given to the Board of Directors shall be given to the Board at the following address:

Board of Directors
Carriage Pointe at Aquia, A Condominium
c/o Jon Luria
8230 Old Courthouse Road
Suite 205
Vienna, Virginia 22172

#689394 v1 030561.00001

**CARRIAGE POINTE AT AQUIA CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.**

Policy Resolution No. _____

**(Rules and Regulations Relating to the Use
of Open-Flame Cooking Devices/Grills and Propane/Flammable Liquid Containers)**

WHEREAS, Article 6, Section 6.9.4(e) of the Carriage Pointe at Aquia Condominium Unit Owners Association, Inc. ("Association") Bylaws provides that the Board of Directors shall have the authority to adopt, modify and rescind from time to time rules and regulations that it deems are (a) reasonably necessary to protect the health, safety and welfare of the Unit Owners, or (b) otherwise generally in the best interest of the Unit Owners; and

WHEREAS, Article 6, Section 6.9.4(a) and (b) of the Bylaws state that nothing shall be done or kept in or upon any Unit, Limited Common Element or Common Elements which will increase the rate of insurance for the Condominium (without prior Board approval), or result in cancellation of such insurance, or which would be in violation of law (local or otherwise); and

WHEREAS, the Association's master insurance carrier recommends against the use or storage of open flame cooking devices on the Condominium's balconies and patios; and

WHEREAS, the Board has determined that it is in the Association's best interest for the Board to adopt a Rule which prohibits residents from storing or using open-flame cooking devices or grills on any areas of the Condominium property, excepting expressly designated Common Element facilities.

NOW, THEREFORE BE IT RESOLVED THAT:

1. Except use, on a first-come, first-served basis, of the two charcoal grills located on the Common Elements adjacent to 50 White Pine Circle, Unit Owners and residents are prohibited from using and storing open flame cooking devices, which include charcoal grills and gas grills, in any location with the Condominium, including but not limited to, the Unit Owner's patios or balconies and the Association's Common Elements, including, but not limited to, any grassy open space or sidewalk locations.
2. Unit Owners and residents are also prohibited from storing propane gas containers, any gasoline or any flammable liquid containers in any location within the Condominium.
3. Unit Owners and residents may use cooking devices within their Units or patios and balconies that are fueled by electricity and that do not produce an open flame.

Enacted this 26 day of June, 2017.

**CARRIAGE POINTE AT AQUIA CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.**

By John K. Freeman
President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to members of the Carriage Pointe at Aquia Condominium Unit Owners Association, Inc. on this 26th day of June, 2017.



Managing Agent

CARRIAGE POINTE AT AQUIA CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. _____

Duly adopted at a meeting of the Board of Directors held on June 26th, 2017.

Motion by: Craig Birmingham Seconded by: John Freeman

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Danell R. Miles</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>John S. Freeman</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Danell R. Miles 6/26/17
Secretary Date

Resolution effective: June 26th, 2017.

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