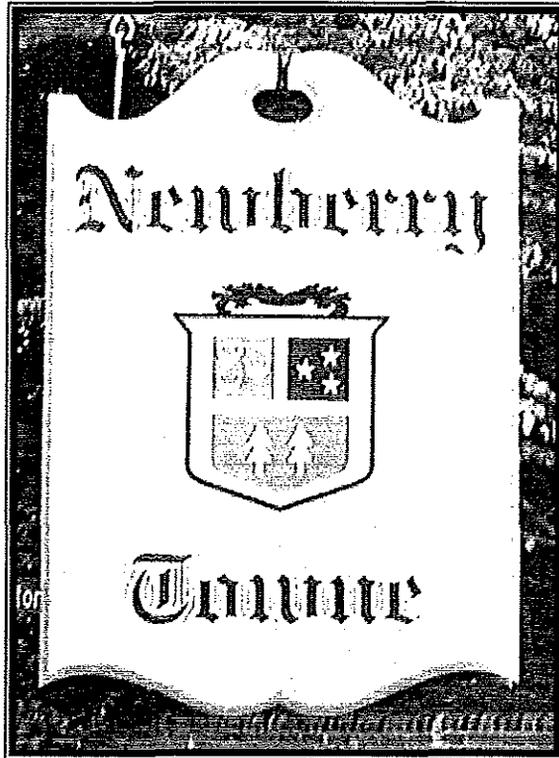


Newberry Towne Association Community Handbook

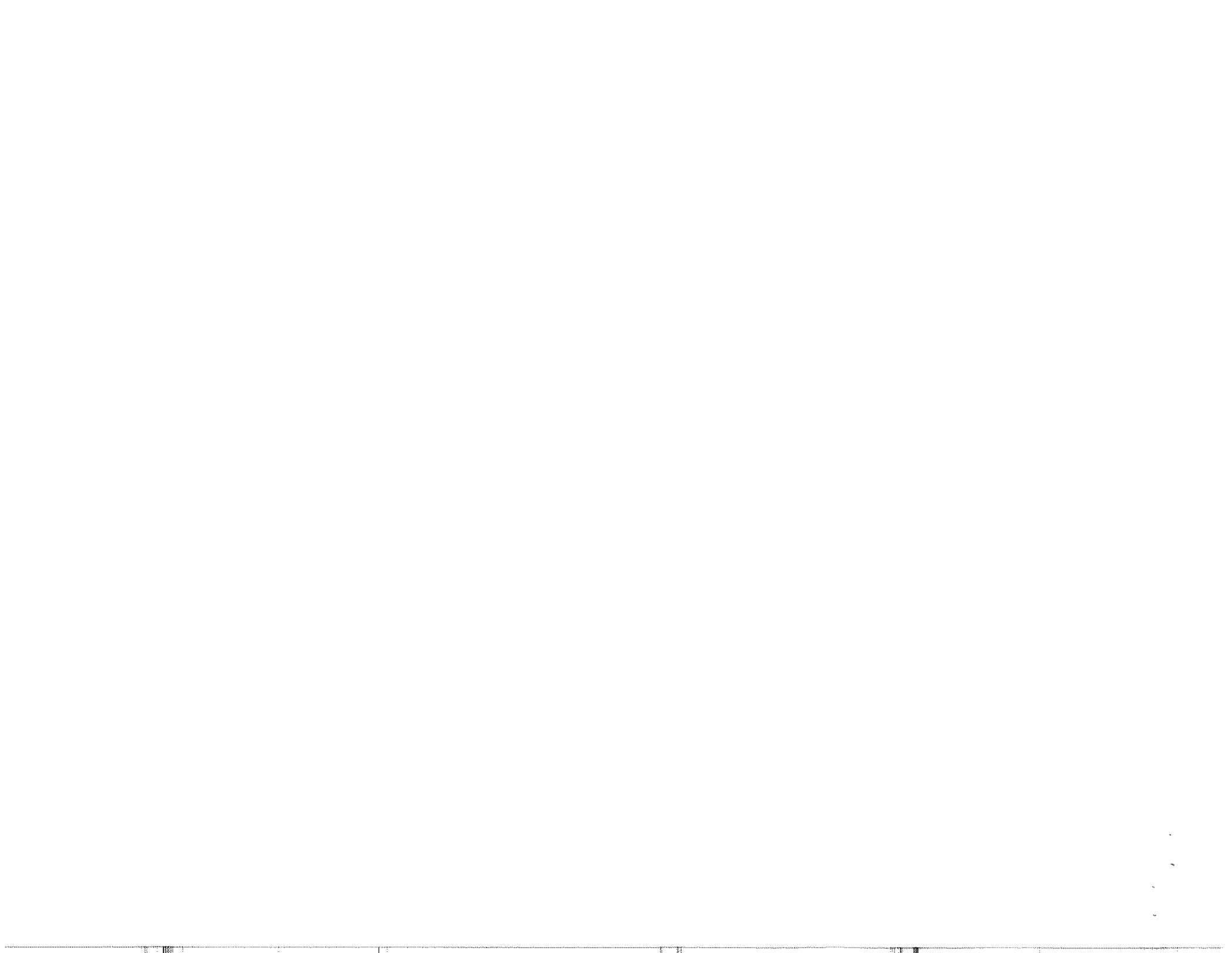


Containing the Rules and Regulations of

Newberry Towne Homeowners Association

This handbook is designed to explain to you the rules and regulations pertaining to living in our community. We ask you to read the handbook and become familiar with its contents. We also encourage you to participate in the management of your community through involvement on the Board of Directors or various committees established to provide a wholesome living experience.

The Board of Directors
Effective December 1, 2005



Newberry Towne Association
ACS West, Inc.
1904 Byrd Avenue, Suite 124
Richmond, VA 23230

December 1, 2005

Dear Newberry Towne Homeowners and Residents:

This handbook was designed to acquaint you with the Newberry Towne Homeowners Association, and explain the rules and regulations relevant to the community in general.

We adopted these rules and regulations in accordance with the Newberry Towne Declaration of Covenants, Conditions and Restrictions and the by-laws of the Newberry Towne Association. The Rules and Regulations apply to all homeowners and residents. The Association enforces them impartially and procedures are established through a grievance process to ensure fair and equal treatment of all homeowners and residents.

The immediate goal of our Rules and Regulations is to provide a safe, wholesome and attractive community for all of our residents---renter and owner alike. We must all work together to keep our property values high. Eyesores such as abandoned cars, commercial vehicles, unkempt yards and dogs running free, detract from the community and in some instances pose a safety hazard and cannot be allowed.

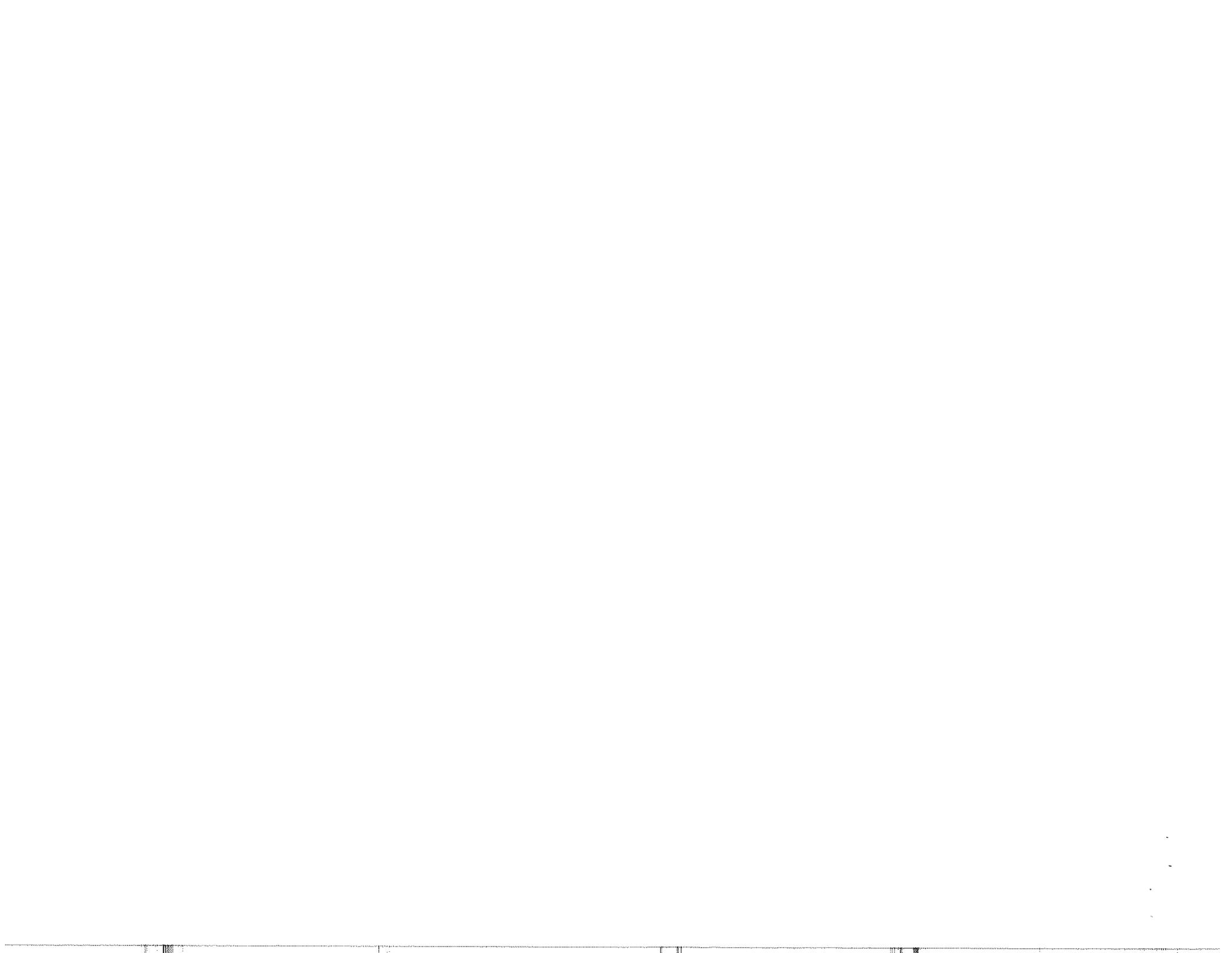
Violation of the Rules and Regulations can result in a homeowner being fined. If you allow your pet(s) to run free violating leash laws, we can ask the court to have your animal barred from the community. Using a system of notifications, hearings and when necessary court action, the Board will enforce the Rules and Regulations. Of course, we would rather work with you to correct problems and avoid unpleasantness. We ask your cooperation by simply respecting the rights of others and obeying the Rules and Regulations as outlined in this handbook.

Every homeowner and resident will be given a copy of this handbook. Additional copies are available through the management association or Board of Directors for a nominal fee.

Please direct questions concerning the Rules and Regulations, this handbook or any matter pertaining to the operation of this community to the Managing Agent, ACS West, Inc., 804-282-7451 or your Board of Directors.

Best Regards,

The Newberry Towne Board of Directors



Newberry Towne Homeowners Association Handbook
Effective December 1, 2005

I. NEWBERRY TOWNE ASSOCIATION

All homeowners are required to be a member of the Association. Town home living is a unique combination of individual property rights and communal privileges and restrictions. Our homeowners association is essentially a community "government" that the members control. Almost all townhouse developments use a similar type of controlling structure. It is no secret; the future value of townhouses depends on the effectiveness of our Association and the willingness of the community to maintain standards.

Our Association is a non-stock corporation with certain duties and responsibilities to its members. These include maintenance and regulation of the common areas.

Exterior maintenance of each town home and lot is also a duty of the Association. This includes things such as lawns, paint, siding, roofing, etc. However, the quality and quantity of exterior maintenance is dependent upon the size of the monthly assessment and available funds.

Payment for maintenance and other projects, as well as taxes and insurance on the common areas, is accomplished through monthly assessments. Occasionally, the Association may ask for a special assessment to address special needs.

Another duty of the Association is Architectural Control. No exterior additions or changes to your house or grounds are allowed without prior written approval of the Association. If such changes are made without proper approval the Association has the authority to remove the improvement at the owner's expense.

The specific legal construction of the Association and procedures for its operation are included in the Declaration of Covenants, Conditions and Restrictions (CC&R) and the By-laws of the Newberry Towne Association, Inc. (NTA). These documents are recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield. All townhouse owners should have received copies of these documents when settlement was made on your home. If, as a member, you do not have a copy of these documents you may obtain a copy from the Management Association for a fee.

Association policies and guidelines made pursuant to these documents are included in this handbook. Additions and changes are published from time to time. The most recent handbook is dated December 1, 2005.

II. THE BOARD OF DIRECTORS

The Board of Directors of the Association is a group of not less than three (3) or more than nine (9) representatives elected in accordance with the provisions of the Association's by-laws. The board manages the affairs of the Association, including but not limited to collecting assessments, contracting for services, hiring managing agent(s), and enforcing the Rules and Regulations. The board also promotes projects and activities that better the community in general.

Members of the Board are elected at the annual membership meeting. Board members serve for a term of three (3) years and may be removed by the membership.

The Board has the duty to elect the Association officers to serve until the next membership meeting. In the event of the death, resignation or removal of a Director, the successor shall be elected at a special meeting held for this purpose in accordance with the by-laws.

The Board meetings are held at a time and place determined by the board. Meetings are normally held each month. If a member or resident has an issue they wish the board to consider, or if a member or resident wishes to attend a meeting, that person(s) should contact a member of the board to insure the subject the person wishes to discuss is included on the agenda. Complaints, grievances and requests to put things on the agenda must be in writing. The Board asks that requests to attend the monthly meeting be in writing for planning purposes, but verbal requests may be approved by the President of the Board.

Board members are elected at an annual meeting. Notice of the annual membership meeting is provided to all homeowners at least 15 days before the meeting. All homeowners are encouraged to attend.

III. VOTING RIGHTS

Each homeowner is a member of the Association. Each lot is entitled to one (1) vote per lot at all meetings of the Association. These rights may be suspended, after notice and hearing, for any infraction of the CC&R, Rules and Regulations as published in this handbook, or for non-payment of assessments.

IV. ASSESSMENTS AND THE BUDGET

The Assessment is levied against each homeowner in order to finance the budget of the Association. Additionally, special assessments may be required for specific improvements. Special assessments are subject to homeowner approval.

The assessment pays for lawn care, exterior roof repairs, exterior painting and vinyl, maintenance of common areas, property management and other items. The scope and timing of all expenditures are dependent upon the funds available from the Association's assessments.

A portion of the assessments is collected in anticipation of large periodic costs, reoccurring costs (such as utilities) and other operational costs typical in the management of a homeowners association. Special reserve accounts are established for these items and the funds collected are deposited in interest-bearing accounts in order to provide proper funding when needed.

You can prepay any portion of the yearly assessment. For convenience sake, the Board of Directors allows you to pay each month. You will receive a payment coupon book in the mail. Simply enclose your check or money order along with the coupon and mail it to the address listed on the coupon. Write your property address on your check. We do not accept credit cards. DO NOT SEND CASH.

Your payment is due on the first of each month and late if received after the fifth day of the month.

If the required assessment is not paid when due, the entire assessment for the year is subject to payment on demand. Understanding that payment in a particular month might pose a problem, the Board of Directors has implemented the following procedure. If during any billing year (January to December)

You are late with three payments anytime during the payment year, and you receive written notice from the Managing Agent, the third late period and any subsequent late payments may be automatically sent to the Association Attorney for collection.

A late fee of \$15 is assessed to every late payment. A bad debt collection fee of \$30 is assessed against every bad check written to the Association for payment of assessments, fines or other fees.

To insure the orderly collection of assessments, always notify the Association (in writing) when you are planning to sell your property. When your home sells, provide the Association (in writing) with the full name(s) of the buyers, addresses, telephone numbers and business or work address and telephone number.

V. ABSENTEE HOMEOWNERS

Homeowners who lease or rent their town homes are required to notify the Association (in writing) within ten (10) days of the commencement of the lease and names of all residents of the town home. Also provide the business and home telephone numbers of the residents.

NOTICE: ALL RESIDENTS AND THEIR GUEST ARE SUBJECT TO ALL THE RULES AND REGULATIONS OF THE ASSOCIATION. IT IS THE RESPONSIBILITY OF THE HOMEOWNER TO INFORM ALL RESIDENTS LIVING IN HIS/HER PROPERTY OF THIS REQUIREMENT. THE ASSOCIATION HOLDS THE HOMEOWNER RESPONSIBLE FOR ACTIONS OF TENANTS AND/OR GUESTS AND MAY TAKE APPROPRIATE ACTION AGAINST THE HOMEOWNER AND THE RESIDENT.

When a homeowner advises that a tenant is occupying a residence, the Managing Agent shall immediately provide a copy of this handbook to the new tenant. The Managing Agent shall bill the homeowner for the cost of the handbook.

VI. USE RESTRICTIONS

Newberry Towne is a residential community. No business may be operated from any home within the development. This includes child and adult day care operations. Violations of this rule will be reported to the Chesterfield County Code Enforcement Division.

VII. INSURANCE

Each homeowner has the responsibility to purchase appropriate homeowner's insurance. Some homeowners may be required to obtain flood insurance. Please check with your insurance agent for more information.

VIII. ARCHITECTURAL CONTROL

Authorization for architectural control by the Association is set forth in the CC&R's. The primary purpose of the Architectural Committee is to ensure a harmonious and aesthetically pleasing community, while protecting property values. The guidelines provide a framework within which individuals may enhance their surroundings.

Newberry Towne Homeowners Association Handbook
Effective December 1, 2005

A. General Architectural Guidelines

1. Permission must be obtained in writing from the Architectural Committee for any change, alteration, modification, or addition to the Homeowner's property. In some cases, permission must also be obtained from the Chesterfield Planning Commission. No changes that violate the Chesterfield County Planning Commission's rulings shall be allowed.
2. No permission will be granted for changes, modifications, alterations, or additions which adversely affect the harmonious appearance of the community.
3. Requests for changes, modifications, alterations, and/or additions MUST be submitted in writing in a form prescribed by the Association Board. You can obtain forms from any board member or the Managing Agent. Requests, approved or not, become the property of the Association and remain on file with the Association as a permanent record.
4. After permission is granted for any change, alteration, modification, or addition it is understood that the upkeep of such structure becomes the responsibility of the Homeowner; and all subsequent Homeowners of the property. Should the Homeowner fail to properly maintain the change, alteration, modification or addition, the Association Board reserves the right to rescind any permission and require the Homeowner to return the premises to their original condition.
5. Conditions existing in violation of these guidelines, or the specific regulations that follow, must be corrected within thirty (30) days after the Homeowner received notification of the discrepancy.

B. Specific Regulations

1. Television and Radio Antennas

Exterior television and radio antennas (including scanners, telephone, CB, etc.) are prohibited. A single dish, not to exceed twenty four (24) inches in diameter, or the standard small "Direct TV" style, whichever is smaller, satellite dish may be installed in the back yard of any home without prior permission of the Association. The unit shall not interfere with lawn care operations and all connection wires must be buried. Dishes shall not be erected on communal property, and no more than one dish per residence is allowed. Amended December 2005

2. Roof Ventilators, Attic Fans, Solar Panels

Solar panels are prohibited. Attic fans may be installed on the rear slope of the roof. Any repairs to the roof from damages due to improper installation will be the financial responsibility of the Homeowner.

3. Storm Doors and Storm Windows

Homeowners may install storm windows, replacement windows, and/or storm doors. Installation and maintenance are the financial responsibility of the Homeowner. Amended December 2005

4. Exterior Doors (Architectural Committee Approval Required)

Homeowner replaces and the Association reimburses one-half (1/2) of the cost of a replacement door approved by the Architectural Committee at current market cost of a standard replacement door. To the extent possible, 24 gauge metal doors will be installed when replacement is required. However, the Association is only responsible for 1/2 of the cost of a standard (non-windowed) door of a kind, from a source, and of a type approved by the Architectural Committee. Note: The Architectural Committee determines if the door is original to the home using existing records. Amended December 2005

When replacing doors, the Association shall be responsible for 1/2 of the cost of the door only. The homeowner shall pay all labor costs and any additional costs such as framing, sill or threshold repairs. Once the Architectural Committee has approved door replacement, the homeowner will select and buy the door and hire an independent contractor (pre-approved by the architectural committee) to install the door. The Association will inspect the installation and provided it meets Association standards, pay the homeowner the allotted 1/2 of the cost of a standard exterior door. Amended December 2005

In the event any door needs replacement because of homeowner abuse, such as pet damage, striking with objects, kicking, or improper hinge alignment; the Association may elect not to pay the 1/2 cost share.

The homeowner is responsible for replacing rear glass sliding doors, French doors, patio doors or doors added to exterior porches. The Association will pay for 1/2 of the cost of a standard door (see paragraph 4 above) on sheds attached to the home and part of the original construction. Architectural Committee approval is required for replacement of shed doors.

Kick plates may be installed, but must not exceed the height of the lower panel on the door and must be made of brass. The installation and maintenance of kick plates are the responsibility of the Homeowner.

Mail slots may be installed. Homeowners are responsible for installation and the maintenance costs of the mail slots. Only brass slots of a conventional size are authorized.

5. Glass

All glass replacement of windows and doors of individual town homes are the responsibility of the homeowner.

6. Fencing (Architectural Committee Request Required)

The Architectural Control Committee must approve any fence installed. No fencing is allowed at the front of any town home. No homeowner may attach a fence to that of another without the other homeowner's prior written permission, with a copy to be maintained in the Association files. The homeowner must maintain fencing in good condition. If not properly maintained, the Association may have the fence removed at the Homeowner's expense. Complete and detailed plans must be submitted and written permission given before any fence is installed.

The Association is responsible for the first section of privacy fencing attached to each unit and for the fencing in the back of the residence facing upper Newington Drive (on Waddington Drive and Aldersbrook Drive). If owner upgrades the Association section, the Association will reimburse owner for those two sections only if those sections needed to be replaced.

Fencing must be dog eared, treated type and must not extend further than the rear property line of the homeowner's property. All supports must be installed on the inside of the fence (**so a finished side faces out**). Fences may only be treated with clear finish (both inside and out). No treatment can be added to alter the natural aging of the fencing. Amended December 2005

7. Clotheslines

Clotheslines may only be installed in enclosed back yards and shall not be attached to the side of the home. Clothes hanging on the lines should not be visible from the street. However, the Association discourages the use of clotheslines, as they can be unsightly.

8. Awnings and Window Boxes (Architectural Committee Approval)

No awnings or window boxes will be permitted on the front of any home or the side of end units. Awnings or window boxes are permitted with approval of the Architectural Committee on the rear ground floor level of the home. Awnings must be professionally installed and properly maintained. Window boxes should be made of low maintenance products such as plastic, stainless steel, or pressure treated wood to deter termite infestation.

9. Plants

Trees, plants, shrubs, and hedges are permitted provided they do not interfere with easy access for lawn maintenance.

Architectural Committee approval is required for border plantings. Border plants along sidewalks are not permitted. Amended December 2005

Tree trimming and dead foliage removal, etc., are the responsibility of the homeowner when the plants are on the homeowner's property. If the homeowner refuses or fails to trim dead foliage, the Association shall contract to have the work done and bill the homeowner. Damage to sidewalks, patios, siding, roof, etc., by trees, shrubs, vines etc., are the responsibility of the homeowner. If damage occurs or potential damage is envisioned, the homeowner is responsible for satisfactory resolution of the problem. If Association action is required as a result of such damage, the financial responsibility will be borne by the homeowner.

10. Grass Clippings

Grass clippings, leaves, branches, etc., shall not be placed in the trash receptacles for weekly Newberry Towne garbage pickup. All grass clippings, leaves branches etc., must be placed in secured plastic bags (none heavier than 30 lbs. each) and placed at the front curb for early morning pickup Monday thru Friday, between 7a.m. – 11:00 a.m.

All household trash is to be put in homeowner's trash cans for Tuesday morning pick up, and by no means placed at the curb or anywhere else in the community. Discarded personal items such as grills, furniture, toilets, sinks, etc., should not be left on the curb for pickup. The Homeowner's Association has provided a dumpster for the homeowner to use for these discarded items. It is the homeowner's responsibility to transport these discarded items to the dumpster and place them inside the dumpster and not on the ground beside it. However, if the homeowner has no other means to transfer these items to the dumpster, then Newberry Towne Maintenance will furnish a truck Monday thru Friday between 7a.m. – 12:00 noon to pick these items up with prior notification; providing the homeowner has someone there to help with loading and unloading these items. To make arrangements, call a day ahead at 804-276-1057 and leave a detailed message. No large appliances such as refrigerators, stoves, dryers, air conditioners, etc., are allowed to be put on the curb or in the dumpster. It is the homeowner's responsibility to dispose of these items. Amended December 2005

Any renovation work performed by a homeowner or contractor such as replacement of carpet, windows, cabinets, drywall, etc., is the sole responsibility of the homeowner or the contractor to dispose of this material and **not to be placed in the Newberry Towne dumpster.** Amended December 2005

11. Unattached Articles

Bicycles, toys, lawn furniture, lawn mowers and other personal property items shall not be left in the front yards, front and side porches or common areas. Items stored at the rear of the town house must be maintained in a neat and orderly manner that does not interfere with lawn care and/or become unsightly.

Old or discarded household appliances, bedding, tires, and the like, shall not be stored or kept on back patios, screened porches, or in backyards. Homeowners are responsible for disposing of such items. If left in the rear of the townhouse, the Association shall after notification, discard such items and bill the homeowner for the expense of removal and disposal.

Household appliances (working or not) – refrigerators, freezers, televisions, ovens, etc., shall not be stored or kept on rear patios or the side porches of end units. If stored on screened porches, the items must be hidden from view (not visible from the street).

12. Stand Alone Storage Sheds (Architectural Committee request required)

Homeowners may erect size appropriate storage sheds in their backyards. The board recommends sheds of a type made by Rubbermaid, requiring little or no maintenance. Regardless of the manufacturer, storage sheds may only be erected on the homeowner's property and may not interfere with normal lawn maintenance operations. A homeowner may erect one (1) shed only.

The Homeowner is responsible for maintenance of the shed. If improperly maintained or allowed to deteriorate, the Board shall instruct the homeowner to remove the shed from the community or cause it to be removed at the owner's expense.

13. Trash Containers

Trash collection is provided by the Association and picked up from the rear of each property. Trash must be placed in containers that are of heavy vinyl or galvanized metal and secured with lids. Trash containers may not be left on common ground and should be returned to the homeowner's rear property after collection. **Remember, only household trash placed within the can will be picked up by the association refuse service.** Amended December 2005

If a privacy fence encloses the rear yard, the trash containers must be kept in a small enclosure on the outside of the fence. This allows the refuse service to collect the trash without entering into yards.

Each resident is responsible for picking up trash on their own lot and any trash that scatters onto another lot or common ground.

14. Firewood

Firewood shall be stored at the rear of the home. Stored wood cannot interfere with lawn care and shall not be stored directly against the house, sheds, or privacy fences due to the danger of termite infestation. Firewood may not be stored on common property.

15. Signs

- a. All real estate signs must be the standard 18" x 24" x 18" size displayed against the shrubbery or near the front of the home, but never on the lawn. Signs shall not be placed on common ground. Only one (1) sale sign is permitted per town home. All supports and frames must be lightweight metal or plastic; no wooden supports or frames are allowed. No real estate sign and its supporting structure can be greater than 30" in height. No portion of the support or sign that inserts into the ground may be greater than one (1) inch square. FOR RENT or FOR LEASE signs are not permitted and shall not be displayed on the premises. Open House and Real Estate Company Lead-in Signs are only allowed on the day of the "Open House" event. Amended December 2005
- b. Alarm Company Signs – One (1) small security alarm company sign is permitted at the rear and another at the front of the home. The sign may not be larger than 10" in diameter and may not be affixed to the exterior of the home. Signs displayed on common ground will be removed and disposed of by Newberry Towne personnel. The sign must be within 6' of the front door of the home. All supports and signs must be of lightweight metal or heavy gauge plastic. Alarm sign to be provided by Alarm Company. Signs that interfere with lawn maintenance will be removed and disposed of by Newberry Towne personnel or contractors. Amended December 2005
- c. No Trespassing, private property, type signs – The Board of Directors must approve the erection of signs in writing and by resolution during a regularly scheduled board meeting. However, the erection of "No Trespassing, Private Property, Do Not Enter," or Warning Signs of any type, erected by homeowners is frowned upon. Signs of this type detract from the overall appearance of the property and can negatively affect property values. The Association may, as required, post warning signs on the perimeter of the community property.
- d. Signs in General – The board of Directors must approve of the erection of signs in writing and by resolution during a regularly scheduled board meeting. Exception: Yard sale signs may be posted without authorization provided they are not larger than 18" x 24" in size and are removed immediately at the conclusion of the sale. No more than three (3) signs may be displayed.

Signs shall not be stapled, nailed, taped or otherwise attached to traffic, telephone or community sign posts or poles. All signs must be removed immediately after the close of the event.

The Recreation Committee may from time to time post signs advertising events taking place within the community. Prior Board of Directors approval is not required for Recreation Committee signs or other Association sponsored signs; but such signs must be removed immediately after the conclusion of the event.

The Board of Directors may rescind any authorization to erect signs during a regularly scheduled meeting, in writing and by resolution. The Board shall notify the homeowner of the action within five days of the vote.

Posting political campaign or business advertising signs is prohibited.

16. Holiday Decoration

Christmas holiday decorations may not be put up on the exterior property before Thanksgiving and must be taken down not later than January 10th. Decorations for special occasions such as Halloween or Thanksgiving are permitted. The decorations shall not be erected more than two weeks prior to the holiday and removed within one week from the end of the holiday.

17. House Numbers

Each homeowner is responsible for the placement of house numbers at the front of the home. The numbers must be readable from the street in front of the house. The homeowner is encouraged to display house numbers at the rear of the property to facilitate emergency services.

18. Exterior Lighting

All homeowners are encouraged to use porch and patio lights. The Association, working with the County, makes every effort to provide exterior lighting of common areas and streets. Homeowners should report all lighting problems to the Board on an action letter. Homeowners are not authorized to repair, paint, or replace Association owned lighting equipment without written authorization from the Board.

IX. MAINTENANCE REGULATIONS

Article IV of the CC&R requires that the Association provide for the maintenance of the common areas and the exterior of the individual town houses. To the extent that the membership provides adequate funds and subject to the regulations that follow, this is done. The amount and quality of maintenance is completely dependent on the assessment and funds on hand.

A. Lawn Care

During the growing season, lawns are generally mowed once a week weather permitting. The Association will do edging of sidewalks and curbs as needed. Fertilization, liming and reseedling of lawns will be done as necessary. Foundation shrubs will be trimmed as needed.

Homeowners may, at their request mow and fertilize their own lawns. Homeowners who elect this option must inform the Board in writing of their intentions, and the Board will instruct the maintenance crews not to mow and maintain the area. However, if the homeowner fails to maintain

the area properly, the Association reserves the right to rescind the homeowner privilege to maintain the area and resume maintenance responsibilities.

Residents are responsible for keeping yard areas free of trash, toys, equipment and other objects that might interfere with lawn care. Neither the Association nor its contractor is responsible for any damage to any item left on a lawn.

Homeowners and residents are responsible for weeding and watering their own lawns, shrubs and flower beds. Amended December 2005

B. Roofing

Roof repair and/or replacements will be performed on an as needed basis. Roofing repairs and replacement are the responsibility of the Association, unless an attic fan or vent installed by the homeowner caused the damage or in some instances where roofs damaged by fire or natural disasters may be replaced by homeowner's insurance with Association approval and oversight.

C. Gutters and Down Spouts

Repair and/or replacement of gutters and down spouts attached to the original townhouse structure are the responsibility of the Association, and will be repaired and/or replaced as necessary. Gutters and down spouts attached to additions, porches, etc., must conform to the flip clean gutters with down spouts. Installation, maintenance repairs and/or replacement of gutters and down spouts attached to additions, porches, etc., is the responsibility of the Homeowner. Down spouts must be directed or extended to avoid water problems to foundation or neighboring property.

The Association will not repair/replace underground piping used to direct water carried by the downspout away from the house. Homeowners are advised to clean out these underground conduits (at their own expense) each year. Amended December 2005

The Association is not responsible for water seepage into homes or other water damage resulting from water drainage through faulty or improperly maintained underground drainage pipes.

As funding is available, the Association may replace standard gutters with flip-clean types to reduce the cost of cleaning and clearing. Unless Homeowners have written permission from the Board of Directors, only Newberry personnel or contractors shall operate the flip-clean gutters.

Gutters are cleaned on a periodic basis, at least twice per year. However, if leaves, pine needles and bark falling from trees on the homeowner's property habitually clogs the gutters, the homeowner is responsible for additional cleanings. The homeowner may clean the gutters or hire a contractor to clean them. Amended December 2005

D. Exterior Painting

Exterior painting of town houses occurs on a scheduled or as needed basis. Exterior caulking of vinyl window trim occurs every four years or as needed. Homeowners may request "out of cycle" painting or caulking by submitting a written request to the Board of Directors. The Board of Directors approves "out of cycle" touch up painting and caulking in writing and by resolution during a regularly scheduled board meeting.

E. Maintenance Requests and Procedures

Each resident is responsible for reporting in writing to the Association any exterior repair needed to his or her property. Forms for this purpose are available from the Newberry Towne message board center on Newington Drive and to be placed in the mailbox at the same location.

Do not place monthly assessment fees in the Association mailbox.

The Association cannot be held responsible for making any repair that is not submitted in writing. The Association cannot be held responsible for any interior damage caused by the need for any exterior repair that has not been reported or submitted for repair to the Association in writing. The Association cannot be held responsible for any interior damage resulting from needed repairs of exterior damage prior to receiving a written submission for repair from the Homeowner. The Association encourages you to submit repair request in a timely manner to protect both yourself and the Association. Amended December 2005

No costs for exterior repairs or maintenance determined by the Board of Directors to have been caused by a willful, negligent, (vines, tree limbs on house) or wanton act of a homeowner, homeowner's family member, tenant or guest will be borne by the Association. The homeowner will pay the cost.

Homeowners are responsible for maintenance of all additions to the basic townhouse unit. The Association shall not pay for installation or repair of vinyl siding on additions to the basic town house unit.

F. Inclement Weather

The Association will provide barrels of sand at key intersections during the winter months as funding allows. Amended December 2005

X. COMMON AREAS

Common areas include streets, parking areas, grassed areas, recreational areas and any other area of the community that are not home lots. Nothing in the common area may be changed, altered or added without approval of the Board of Directors.

A. Automobile Parking & Use of Guest Parking Space

Homeowners current on association dues shall be assigned to the use of two (2) automobile parking spaces as near and convenient to his or her home as reasonably possible, together with the right of ingress and egress to those parking spaces. Parking of vehicles is allowed only in designated areas. Homeowners may not use **visitor parking** as an added space for more than four (4) hours in any given twenty-four (24) hour period. Vehicles in violation are subject to towing at the owner's expense. Vehicles over the two car allocation may be parked on Newton Drive, Allendale Drive or Heybridge Drive.

Homeowners that fall behind on association dues may have parking and pool rights revoked. Amended December 2005

Campers, boats, trailers and other recreational vehicles shall not be parked in automobile parking spaces or any other place on Newberry Towne property. Amended December 2005

The Homeowner is responsible for preventing damage to his/her assigned parking area. Damages to parking surfaces from motorcycle or moped kickstands, fluid leaks, etc., shall be repaired by the Association and paid for by the Homeowner. No automobile repairs or maintenance* may be done in parking areas. Minor automobile work such as oil changes may be accomplished in the gravel area adjacent to the maintenance building; but cannot obstruct normal access to the area. *You may check your oil, fluid, tires and top off fluids as necessary. Washing, waxing and vacuuming your motor vehicle is not considered maintenance.

All vehicles must display valid (current) license plates, county stickers and state safety inspections in accordance with State and County Ordinances. Vehicles belonging to residents of Chesterfield County must display a valid Chesterfield County sticker. Any vehicles found in violation of this paragraph will be reported to the County Zoning Enforcement Office and are subject to towing at the expense of the vehicle owner.

Inoperable or abandoned vehicles are prohibited and shall be towed from the community at the vehicle owner's expense. Vehicles on jack stands, having flat tires, obviously missing parts, displaying expired plates or state safety inspection stickers are typical indicators that a vehicle is abandoned or inoperable.

Vehicles parked in the community not belonging to residents or guests may be towed from the community at the expense of the owner. Newberry Towne is a private community with private parking.

Vehicles, including trailers and boats may not be parked or stored in back/front yards or on patios. Driving on the grass is prohibited. This includes vehicles involved in delivery and moving operations.

Commercial vehicles may not be parked inside the development except for deliveries. No truck having wheels of the dual-tire type in excess of 6,000 lbs., and no trailer, semi-trailer or cab for such a trailer shall be parked on any road within Newberry Towne.

B. Resident Parking – Assigned Spaces

“Private Parking – Towing Enforced,” signs are displayed at Newberry Towne entrances. Automobile parking spaces within Newberry Towne have been assigned in accordance with the CC&R’s assigned parking spaces are limited common elements and parking within the assigned spaces is reserved for the exclusive use of the resident(s) and/or their designees.

Residents may not use the parking space of another resident without that resident’s express written permission. Guests or residents may use the parking space of their hosts, a designated and marked visitor space or unmarked areas of County Routes (Newington Drive, Heybridge Drive and Allendale Drive). It is the resident’s responsibility to inform his/her guests where parking is permitted and ensure parking rules and regulations are not violated. Double parking is strictly prohibited. Vehicles in violation of the above regulations are subject to towing at the owner’s expense.

C. Resolution of Parking Violations

If a neighbor, resident, or a guest has parked in your assigned parking space, contact the neighbor and ask them politely to move the vehicle. You may wish to remind the resident of the rules and regulation concerning parking.

If you cannot locate the owner of the car or the neighbor that is using your space; or if the violator refuses to move the vehicle, you may take any of the following action(s):

1. Call a towing company and have the vehicle removed. This is a private action and the Association accepts no responsibility for the costs associated with the towing.
2. Obtain the license number, description of the car, and time(s) of the violation and submit a grievance to the Board of Directors. **All complaints of this nature must be submitted in writing to the Board.** If you know the name and/or address of the resident involved in the violation, be sure you include that data in your complaint.

D. Swimming Pool Use

The pool is provided for the use of Homeowners **(IN GOOD STANDING with their Association Dues)** and their guests. The pool rules and regulations are published each year that govern the use of the pool.

Homeowners in good standing who wish to reserve the pool for a private party should submit a written request to the Board with a refundable \$100 damage deposit required to hold the date. Any damages above \$100 will be the responsibility of the host. The host will sign a pool rental agreement and release. Rental periods are limited to evenings during the normal operating dates or as authorized by the Board. Please submit a written request to the Board if you are interested in renting the pool. Amended December 2005

The renter and the Association shall sign a contract clearly denoting the responsibilities and payment requirements. If paying by check, the event must be planned sufficiently ahead of time to allow the check to clear the bank. The renter is responsible for obtaining and paying for a fully certified lifeguard.

If alcoholic beverages are served at the adult event, the host shall ensure that no one under the age of twenty-one (21) consumes alcoholic beverage or swims while drinking. NO GLASS CONTAINERS OF ANY TYPE ARE PERMITTED. All violations of the age limit shall be reported to the police and may result in termination of the privilege to consume alcoholic beverages at the pool during special events. Amended December 2005

E. Miscellaneous

Mini-bikes, go-carts, all terrain vehicles and the like shall not be operated within the community. No skateboards or bicycle ramps are allowed in any area inside the community. Skateboarding in the pool area is prohibited. Amended December 2005

XI. SPEED LIMIT

The speed limit is fifteen (15) miles per hour at all times inside the development. The speed limit for Newington Drive is twenty-five (25) miles per hour.

XII. NOISE

Each resident is entitled to the quiet enjoyment of his or her home. The sound level of musical instruments, radios, stereos and televisions must be governed by common courtesy and considerations for one's neighbors.

XIII. ANIMALS AND PETS

No animals, livestock or poultry of any kind can be raised, bred or kept on any lot. This does not apply to dogs, cats or other household pets.

Dogs may not run free and must be confined to the owner's property or on a leash. Dogs and cats must have inoculations as required by the County and dogs must have tags as required by the County.

Dogs may not be chained or tied in front of yards. Animal owners are responsible for the removal of their pet's excrement from all areas in the community

including the homeowner's lot. Dogs tied up in the backyard or in enclosed screened porches and fenced in areas can become a nuisance, i.e., barking day and night, howling or whining. The Association can require any Homeowner in violation of these rules to remove the animal from the community.

XIV. LITTERING AND DUMPING

Littering is prohibited. Persons found to be illegally dumping shall be reported to the County Zoning Enforcement Division for prosecution.

ANY VIOLATION(S) OF THESE RULES AND REGULATIONS WITH THE EXCEPTION OF CERTAIN PARKING VIOLATIONS MAY RESULT IN THE HOMEOWNER, AFTER NOTIFICATION AND A HEARING BEING FINED. THESE FINES MAY BE REDUCED TO A JUDGEMENT AGAINST THE HOMEOWNER AND THEREAFTER BE A LIEN AGAINST THE HOMEOWNER'S PROPERTY.

