

Kings Ford Owner's Association

Rules and Regulations

Revised and Amended
Effective July 1, 2022

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Preface

The Kings Ford Owner's Association is a non-stock corporation, and each unit owner is a member of the Association. Unless otherwise specified in the bylaws, the administration of the Kings Ford Owner's Association is performed by the Board of Directors. One of the duties and responsibilities of the Board of Directors is the adoption of rules and regulations for the community, provided they do not interfere with the Bylaws, Declarations, or the Act that created and governs the Board.

These rules and regulations are updated occasionally to reflect the needs of the community and ensure the ongoing safety and maintenance of the community. This guide is the result of such an update. The last update of the Rules and Regulations was completed in April 2017.

All owners, tenants, or occupants are responsible for adhering to these rule and regulations. The Rules and Regulations have been developed for the enjoyment of the entire condominium membership, and encourage the expression of individuality while maintaining the essence of condo ownership and to ensure that all properties have a like appearance.

Please remember that all members of the community have a voice in the community. If you are interested in participating in the community, we encourage you to attend a board meeting, join a committee, or simply visit with your neighbors.

-Kings Ford Board of Directors

COMMON AND LIMITED ELEMENTS

Each homeowner has an equal share in both the Common and Limited Common Elements in Kings Ford.

All Common Elements are maintained and repaired by the Homeowners’ Association (HOA). Maintenance and repairs are funded by equal assessments of a condominium fee against all property owners in the form of monthly dues.

Common Elements are all portions of a condominium other than the Units and Limited Common Elements. **The Common Elements are:**

Natural Elements	Buildings	Community Infrastructure
Flower Beds	Gutters	Mailboxes
Lawns	Roofs	Pump Stations
Natural Area	Siding	Sign Posts
Shrubs and Trees	Skylights	Sprinkler Systems
		Storm Drains
		Streets/Parking Spaces
		Street Lighting

Common Elements: Nothing is to be left unattended on the Common Elements. This includes, but is not limited to, statues, markers, etc. To maintain the integrity of Kingsford’s landscaping, reduce replacement costs, deter mosquito breeding and maintain our fees, children’s play equipment, pools and toys, lawn furniture and other objects that could adversely affect our landscaping are not permitted on the grass, mulch or planted areas. Such objects can be placed on the unit’s driveways during the day light hours but must be stored inside the unit, garage or patio at twilight. Pools must be emptied into the gutters/storm drains each evening before storage. Failure to remove such objects before nightfall and/or proper drainage will be cause for a letter of non-compliance and fines. Objects placed outside the unit are the responsibility and liability of the Homeowner.

Roofs/Gutters: Roofs / Gutters: Nothing is to be affixed to the roof or gutter of any Unit, except for Holiday decorations as spelled out under the General Rules of this document.

Limited Common Elements are maintained by owners and repaired by the HOA except the patios and fences that are maintained and repaired by the owners. Limited Common Elements are a

portion of the Common Elements reserved for the exclusive use of a Unit. **The Limited Common Elements are:**

Maintained by Owner/Lessee, Repaired by HOA	Maintained and Repaired by Owner
Driveways	Patios
Porch and Steps	Fences
Walkways to Units	Exterior Light Fixtures

Walkways to Units: Walkways are to be maintained (kept clean and free of obstruction) by the owner and will be repaired by the HOA. If repairs are required due to the owner's or their tenant's negligence, the Unit owner will be responsible for the cost of any repair. After power washing, a clear water sealant may be applied to the walkway. Solar lights only must be clear lights. The body of the solar lights must be black. Placement must be in the planted mulched beds of the homeowner's unit only. Placement of lights should be approximately 2.5 feet apart. The homeowner assumes full responsibility for replacement of non-working and/or damaged lights and holds the HOA's contractors (landscapers, handyman, etc.) not liable for damage, shifting and/or misplacement that may occur while under contract with the HOA.

Porches and Steps: Front porch area is to be kept clean and clutter-free. The Homeowner may place no more than 3 decorative items on porch. Items allowed are small statues (no more than 14" in height), potted natural living plants and flowers, and decorative outdoor items. Those items must be placed so as not to impede egress to from the front door. The Homeowner may have one outdoor chair in lieu of one decorative item. The Homeowner assumes all responsibility for maintenance any items on their units' porches and holds the HOA's contractors (landscapers, handyman, etc.) not liable for damage, shifting and/or misplacement that occurs while under contract to the HOA. Homeowners may install hardware for no more than 2 hanging plants or wind chimes on the wood portions of porch roof and columns. All plants must be natural (not artificial) and maintained during Kingsford's growing season and all plants and non-permanent chains/hardware removed at the end of the community's designated growing season. Homeowners assume all liability for damage caused by and responsibility for maintenance of said items.

Exterior Light Fixtures: Kingsford's original carriage light fixtures on the outside of the garage are no-longer available. Replacements shall be a black carriage type, 4 sided, sloped clear glass fixtures with top and bottom finials at an approximate size in length and girth as the original. Installation and maintenance of replacement fixtures are the responsibility and liability of the Homeowner. Original patio lights are still available, however at the Homeowner's discretion and

liability the patio fixture may be replaced with a similar light fixture matching the garage – a smaller version of the black, 4 sided, sloped clear glass carriage fixtures with top and bottom finials. Installation and maintenance of replacement fixtures are the responsibility and liability of the Homeowner.

GENERAL RULES

1. Streets

- a. The private streets, Shenandoah River Road and Rivanna River Reach, which are owned and maintained by Kings Ford Owners' Association, have 18 marked parking spaces —all located on Rivanna River Reach. These marked spaces are to be shared by all owners, renters, and their guests.

2. Parking

- a. Each unit owner will be provided one designated parking tag to be used for street parking.
- b. Replacements for lost tags can be requested from property management and are \$50 to be charged to the homeowner.
- c. Vehicles parked on the street must have a designated parking tag hanging from the rearview mirror or clearly visible on the dashboard. Vehicles parked in driveways do not need a parking tag.
- d. No vehicles are to be parked anywhere on the street except in one of the designated (marked) spaces. Vehicles must be parked within the two solid white lines.
 - 1. Oversized vehicles, i.e., commercial moving vans, commercial trucks, that do not fit between the marked lines of a designated space cannot be parked on the street unattended.
- e. No vehicle shall be parked on the driveway so that it overhangs the curbing on the street.
- f. No vehicle is to be driven onto or parked on the lawns or medians at any time.
- g. Vehicles without current license, inspection stickers, rejection stickers and vehicles that are inoperable cannot occupy a designated space for a period longer than 72 hours (3 days).
- h. Tarpaulins are not authorized as covers for vehicles.
- i. Parking at the mailboxes is allowed only for the time it takes to deliver or pick up mail.
- j. Due to limited parking, garage sales are not permitted.

3. PODS/Moving Vehicles

- a. PODS are not allowed on the property without prior written approval of the Board of Directors. If approved by the Board of Directors, a time period will be defined and must be adhered to.
- b. Moving trucks, U-Hauls and other rental type vehicles are permitted to be properly parked on a unit owner's driveway only (not street parking) and for no more than 24 hours.

- c. Large commercial moving vans can be parked on the street in front of the homeowner's unit for no more than 6 hours and must not impede vehicular travel or other Homeowner's access to and from their driveways.
- d. Any damage caused by any of the above-mentioned vehicles is the Homeowner's liability and HOA will repair at the Homeowner's expense.

4. Trash

- a. Trash collection is each Wednesday. Trash and garbage containers are to be placed at curbside, not on the lawn.
- b. Trash cans and secured plastic bags may not be set out before 6 p.m. on the day prior to pick-up. Empty containers shall be returned to the garage or patio by midnight of collection day.
- c. Large items, such as grills, mattresses, furniture, etc. too large for a standard trash bin and/or trash bag are not to be left for trash pick-up. Such items are the homeowner/renter's responsibility for removal from the property.
- d. No paint or hazardous chemicals may be placed in with trash, natural area or storm drains. Homeowners / renters must arrange for the disposal of such products. Contact SPSA (www.spsa.com) for drop off locations and special household drop off days.
- e. Any items that the HOA's waste management contractor picks up and bills to the HOA will be the homeowner's responsibility to pay plus an additional processing fee of \$25.

5. Growing Season

- a. The "growing season" is April 1-October 31. The "non-growing season" is November 1- March 31.
- b. During the "non-growing season" all items (plants, planters, furniture, umbrellas, decorative items, free-standing canopy, etc.) on the patio must be lower than the fence line. After the ten (10) day grace period (November 10), any items that are not in compliance will be removed at the owner's expense.
- c. During the "non-growing season" (November 1-March 31) firewood may be stacked on a tarp or skid on the patio at least 12 inches from the Unit and may not be stacked higher than the fence. All firewood must be removed from the patio no later than May 10 so as not to attract termites.

6. Planting

- a. Any planting by an owner or lessee outside of their patio must be approved by the Board of Directors by submitting an Architectural Request Form to the

Condominium Management Company. This includes plantings in the mulched beds or areas by the home outside of the patio area.

- b. Mulched beds surrounding the units can be edged in the following ways: brick, plastic edging in green or black or natural stone (flat or river rock). River Rock must be 3-4 or 4-5 sized. All changes to mulch beds must be approved through submission of an appropriate Architectural Request Form. Work shall not commence until approval is conveyed to the homeowner.
- c. Homeowner assumes all responsibility for the maintenance of any planting or edging not provided by the landscaping company and holds the HOA's contractors (landscapers, handyman, etc.) not liable for damage, shifting and/or misplacement that occurs while under contract with the HOA.

7. Neighborhood Appearance

a. Fences

- i. Nothing may be affixed to the outside of the fence or draped over the fence. The fences surrounding each unit's patio is constructed of red cedar planks.
 - 1. **Exception:** One small decorative planter or wreath is allowed on the gate of the fence.
- ii. Fences are the Homeowner's responsibility for upkeep and repair.
- iii. On occasion fences will require power washing to remove grime, mold, and stains to be followed by a stain/ sealant to protect the cedar and restore its original color. Only natural colors are permitted for stain/sealant.

b. **Nothing is to be affixed to the siding of any Unit, including awnings and canopies**

c. Garden Hoses

- i. Garden hoses on the front of the units must be on a hose hanger installed on brick chase (nothing can be affixed to the vinyl siding) or contained in a decorative hose pot.
- ii. All hose hanger installations must be submitted as an Architectural Request Form and approved.
- iii. The owner/installer assumes all liability for damage to the brick and any water intrusion damage resulting from the installation.
- iv. All hangers and hose pots must be behind the landscaping so as not to be seen from the street.
- v. Homeowner assumes all responsibility for maintenance of the hose and holder (hanger or pot) and holds the HOA's contractors (landscapers, handyman, etc.) not liable for damage, shifting and/or misplacement that may occur while under contract with the HOA.

d. Garden Flags

- i. One garden flag may be placed in the flower bed of each unit.
- ii. Dirty or tattered garden flags are not to be in the flower beds.
- iii. If either the Grounds and Architectural Committee, if applicable, or the Managing Agent, acting as agent for the Board of Directors, determines that a garden flag is dirty or tattered, a written notice will be sent to the unit owner (with a copy to the renter, if appropriate) and unit owner / tenant will be given ten (10) days to comply with these Rules and Regulations. The flag will be removed by the Managing Agent at the owner's expense if the owner / renter fails to comply.

e. Flags

- i. One (1) flag holder may be attached to the front porch columns or center soffit.
- ii. Decorative flags, no larger than 3' X 5' may be flown one week before and one week after the following holidays: Valentine's Day, Saint Patrick's Day, Easter, Memorial Day, Independence Day, Halloween and Thanksgiving Day.
- iii. The American flag may be flown year-round and is to be 3' X 5'; it is to be flown in accordance with generally accepted Rules of Display. Dirty, tattered or faded flags are not to be flown.
- iv. If either the Grounds and Architectural Committee or the Managing Agent, acting for the Board of Directors, determines that a flag is not in compliance with the above requirements, a written notice will be sent to the unit owner (with a copy to the renter, if appropriate) and he / she will have ten (10) days to comply with the Rules and Regulations. The flag will be removed at the owner's expense and properly disposed of if the owner/ renter fails to comply.

f. Signs

- i. No signs are permitted in the Common Elements or Limited Common Elements except one (1) For Sale sign.
- ii. Real Estate signs are to be placed between the shrubbery outside of the kitchen window and the walkway of the Units facing the street. Signs for Units with a side entrance are to be placed to the immediate left of the driveway in the landscaped area.
- iii. One (1) sign advertising an "Open House" may be placed on the front yard only on the day of the Open House.

g. Holiday Decorations

- i. Decorations for the Holiday season in December may be displayed from the Friday following Thanksgiving Day through January 15th of the following year.
- ii. Outside lights are allowed on the front side of each unit; not in or on the trees (except in the center of the cul-de-sac on Shenandoah River Road) and not on

the ground (except in flower beds).

- iii. Lights must be confined within the boundary of flower beds.
- iv. Lights across the front of the Unit at gutter level are allowed provided they are affixed with plastic adapters only. No nails, screws, or staples are allowed.
- v. Blinking lights are not allowed on the Common or Limited Common Elements.
- vi. Decorations or lights are not allowed on the driveway or the median between the driveways.
- vii. Music is not to be played on the Common or Limited Common Elements.

h. Garage Doors

- i. Kingsford's original garage door style is no longer available.
- ii. Replacement garage doors shall be 4 sectioned aluminum with beveled framed panels and fan light windows.
- iii. Replacement doors must be painted by the Homeowner to the original paint color or white if both units have white garage doors.
- iv. Installation and maintenance of replacement doors are the responsibility and liability of the Homeowner.

i. Driveways

- i. Driveways are to be maintained (kept clean and free of obstructions) by the owner and will be repaired by the HOA.
- ii. After power washing, a clear water sealant may be applied to the driveway.
- iii. If repairs are required due to the owner's or their tenant's negligence the Unit owner will be responsible for the cost of any repair.
- iv. No car repairs or maintenance activities are permitted in driveways.
- v. No unlicensed or non-passenger type vehicles or boats, trailers, campers, or other recreational vehicles shall be allowed on the Property, in accordance with article V, Section 8(1) of the Bylaws.

j. Satellite Dishes

- i. Kingsford Homeowners who desire may have satellite service that requires satellite dishes to receive television programming.
- ii. Dishes may only be attached to the inside of patio fences. At no time may dishes be attached to roofs, siding, outside of the units' fences and/or in view of any other homeowner.
- iii. Dishes can be attached to a stand and placed inside the units' patio area.
- iv. Homeowners are responsible for immediately removing and properly disposing of satellite dishes upon termination of the satellite programming contract.
- v. Any damage to the exterior and/or interior of units caused by attaching or detaching dishes is the liability and responsibility of the Homeowner to repair to its original state.

8. Safety/Conduct

a. Pets

- i. *Pets must be on a leash when outside of the units.*
- ii. Animals are not to be tied or leashed to trees, porches, fences, stakes or any other object.
- iii. Pet owners are responsible for the immediate removal and proper disposal of their animal's waste on any area of Kings Ford property.
- iv. Any pet that becomes a nuisance to the community will be subject to removal in accordance with Kings Ford's Bylaws and the Virginia Condominium Act and the Rules and Regulations.

b. Fire Pits/Tiki Torches

- i. At **no time** are fire pits, tiki torches or any open flame/fire chimera permitted in the Kingsford community.

c. Gas Tanks

- i. A propane gas tank used for gas logs may be installed on the patio after a written request to and approval from the Board of Directors.
- ii. The following conditions apply:
 1. Unit owner is responsible for any damages resulting from installation.
 2. Unit owner complies with City of Chesapeake's codes and ordinances.
 3. Propane tank is to be placed only within the patio and the height of the tank may not exceed the height of the perimeter fence.

d. Noise

- i. Unnecessary noises shall always be avoided.
- ii. All persons shall reduce noise levels between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday. Reduced noise levels shall be maintained between the hours 11:30 p.m. and 9:00 a.m. Friday and Saturday.
- iii. These hours have been established so that occupants of units will not be disturbed.
- iv. The Board of Directors shall determine what constitutes "unnecessary noise" or "reduced noise".
- v. Residents and guests shall exercise extreme care in making noises or using musical instruments, radios, televisions, and amplifiers that may disturb other residents.
- vi. Keeping of domestic animals will be in accordance with the municipal regulations, and rules of the Association.
- vii. Loud talking, arguing, cursing, swearing or any other actions and behaviors that may be deemed a nuisance are strictly prohibited in the common areas.

e. Leasing Units

- i. A true copy of all leases shall be delivered to the Association 30 days prior to renters occupying the unit so the lease can be verified and accepted by the Board of Directors and the Management.
- ii. Leases will be kept in the Association's records.
- iii. Leases made in violation of the provisions of the Leasing Amendment shall be voidable at the option of the association.
- iv. Each unit Owner-Lessor hereby authorizes the officers and each member of the Board of Directors (and hereby appoints 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.

RESPONSIBILITIES AND ENFORCEMENTS

- A. All homeowners, renters and their family members , guests and visitors are responsible for complying with the Declaration, the Bylaws and the Rules and Regulations of Kings Ford Owner's Association.
- B. The Board of Directors shall have the power to and be responsible for enforcing the provisions of the Declaration, the Bylaws and the Rules and Regulations for the use of the property by legal and other appropriate means. (Bylaws — Article 111, Section 2, Para (i))
- C. The Board of Directors may delegate to the Managing. Agent all of the powers granted the Board provided that the consent is in writing in order to be binding on Unit owners. (Bylaws — Article III, Section 3)
- D. The Board of Directors has the power to assess charges against any Unit owner for any violation of the Condominium instruments or the Rules and Regulations.
- E. Violations of Condominium documents by an owner, his or her family members, tenants or guests will be cause for a charge to be made against the Unit owner.
- F. Before any such charge is assessed, the Unit owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors.
- G. The amount of any charges so assessed shall not exceed either fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per diem for an offense of a continuing nature.
- H. Condominium dues, paid in 12 monthly installments, are due on the first day of each month and must be received in the Managing Agent's office no later than the 10th day of each month. A forty-dollar (\$40.00) penalty (late fee) will be assessed for dues received after the due date.