

Rules and Regulations of Burton Condominium Association

1. All use of the property comprising the Condominium shall be in accordance with the provisions of the Declaration, the Bylaws and these Rules and Regulations.
2. Unless otherwise specified herein, whenever consent or approval of the Unit Owners is required by these Rules, such consent or approval shall be determined by simple majority vote of the members of the Association. These Rules may be modified, in whole or in part, by a majority vote of the members of the Association.
3. The Rules and Regulations shall apply to each Unit Owner, his family, his guests, employees, agent and lessees. Each Unit Owner shall be responsible for the actions of such family, guests, employees, agents, pets and lessees.
4. No sign, advertisement, notice or other lettering, painting, religious symbols or other decoration shall be exhibited, inscribed or affixed on any part of the outside of the Building or Limited Common Areas or in the windows of any residential unit without the prior written consent of the Association. The side of all window coverings which face the exterior of the Building shall be white or of other such color as may be determined by the Association. No item of any sort may be hung from the windows or any balconies, either temporarily or permanently.
5. Balconies, porches, hallways and all common areas must be kept free of clutter and maintained in a neat and orderly manner.
6. No improvements may be constructed on, or alterations made to, the exterior or interior of the building without prior written consent of the Association.
7. No television, radio, or satellite antenna shall be attached to or hung from the exterior of the building except by the Association.
8. Hallways and stairways must be kept reasonably clean and free from unsightly objects. The storage and parking areas must be kept reasonably clean and free from obnoxious articles and tools.
9. No obnoxious or offensive activity shall be carried on upon any part of the Condominium, nor shall anything be done thereon which may become, an annoyance or nuisance to the Unit Owners or shall in any way interfere with the quiet enjoyment 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 Unit Owners.
10. Pets are permitted on the premises. Owners must ensure that all pets are managed in a manner which complies with the terms of paragraph 9 contained herein.
11. Use of the parking lot shall be limited to one parking space for each Unit Owner. Parking spaces will be assigned and a list of authorized automobiles and spaces will be maintained by the Association. The space is to be used in a manner which complies with the terms of paragraphs 8 & 9 contained herein and in a manner which does not restrict any other Unit Owner from the free and easy access to his car.
12. Burton Condominium is intended to be predominantly owner-occupied. However, Unit Owners may lease their units with the following restrictions:
 - a. Leases shall be for a period of not less than one (1) year duration.
 - b. No more than two (2) unrelated persons may lease any one unit.

- c. Lease rates must be at or above the prevailing market rate for similar properties in the Tobacco Warehouse District. The minimum monthly rent allowed will be \$900/month inclusive of the HOA monthly fee.
 - d. The unit owner is responsible for payment of the monthly HOA fee. He may not pass the responsibility on to the tenant.
 - e. All tenants must agree to and sign the Burton Condominium Tenant Policy and Lease Addendum. (attached)
 - f. **A copy of each lease with the attached Burton Condo Rules & Regulations, Tenant Addendum, and Tenant Information Sheet must be delivered to and approved by the Burton Condominium manager prior to giving keys or occupancy to a given tenant. All leases should have the wording “contingent upon the approval of the Burton Condominium Board of Directors or their appointed manager prior to tenant occupancy”. Please note that the landlord is liable for a \$500 assessment for failure to comply by these occupancy rules.**
 - g. A move-in fee of \$200 will be charge the **Unit Owner** at time of lease.
 - h. Unit owner should advise the Association Manager of the move-in and move-out date of his tenants to allow the installation of the padded wall cover in the elevator.
 - i. Tenants should be instructed to move in through the alley side door. Not the front lobby.
 - j. Mail box keys and locks must be replaced by the Post Office. Tenants and unit owners should be aware there will be a \$50 charge for lock change at the Mail Center should a key be lost.
 - k. A Renters Insurance Policy is mandatory. Each unit owner/landlord must include a copy of the tenant’s Renters Insurance Certificate with the lease at time of delivery to the Association Manager.
- 13. All Units must remain Master Keyed to the existing Key code. If a unit owner wishes to change or rekey his unit for any reason he must contact the HOA manager to coordinate the work and assure the key cylinder remains coded to the current master key. This is for Fire Department and building security reasons. All exit doors, facings, and number/letter are the property of the HOA common areas. (3-31-2015)**
14. No unit owner may use the roof at any time unless approved by the association. The roof access doors should be locked at all times.
15. The lobby and the Alley entrance doors should be kept closed and locked at all times for building security.
- 16. The dumpster is for each unit and all owners should be sure to secure their tie bags and flatten all cardboard boxes prior to placing them inside the dumpster.. The lid of the dumpster should be closed at all times. Anyone found guilty of leaving trash bags or debris on the ground will be subject to a \$50 fine. (3-31-2015)**
17. Any landscaping modifications must have prior approval of the Association.
18. No patio furniture or grills will be allowed without approval of the Association.
19. The front door entry code and the parking gate entry code are considered confidential and should not be freely given to the public.

20. No person or entity may be owner of record of more than two individual units within the Burton Condominium project.
21. No signage of any type will be allowed on the property. (March 21, 2012)
22. All Burton Condominium documents are available for download at the following url:
www.manasco.com/burton_condominium.htm .
23. No Burton Condominium unit can be leased or sold for use as a corporate apartment with rotating occupancy of more than two unrelated occupants or parties not named on the lease as a tenant or on the deed as an owner of record. No lease can show additional occupants other than the two named on the lease unless they are children or minors. Any change must be approved by the Board of Directors prior to changing occupancy.
24. Unit owners should be aware that the fireplace in your unit is for occasional use and general amenities for the unit. The fireplace is unvented and is dangerous to use for an extended period to heat the unit. All owners should also consider installing a CO detector within 2 foot of the floor for further safety. Carbon Monoxide detectors are available at most home supply and hardware stores.
25. Any HOA monthly or special assessment will be considered late if still due after 30 days from date of invoice. A late fee of \$50 will be included to the assessment for each 30 day period the assessment is late.

Manager _____

UOA President _____

Updated and approvedJuly 22, 2015

Burton Condominium Tenant Addendum

This addendum to a residential lease of one year or more at the Burton Condominium located at 522 Bridge Street, Danville, Virginia is attached to and part of a lease dated _____ between _____ (Landlord) and _____ (tenants) for unit # _____ of the Burton Condominium as provides as follows:

Tenant agrees to abide by the attached Rules and Regulations of the Burton Condominium Association. Tenant agrees that any written complaint referencing a violation of the rules and regulations must be addressed to the satisfaction of the Burton Condominium Owners Association Board of Directors within 30 days of the date of written tenant notification of infraction. If the tenant cannot correct the reason for the complaint to the satisfaction of the majority of the Board of Directors, then this lease will terminate 30 days from written notification to the tenant of the Board of Directors decision.

Tenant should be aware of special concerns of the unit owners of the Burton Condominium. These concerns include the unsupervised release of pets on the premises or grounds. Noise from within each unit; which includes dogs barking, noise that has not been abated by floor rugs or common sense use of audio devices, and large gatherings of guest in common areas or individual units. The lobby area is not for gatherings, but for waiting only. All Burton occupants are expected to leash their dogs when taking them from their unit. Pet owners are also responsible for cleaning/removing any pet waste when walking the dog on or around the property. All occupants should be aware of the Code of the City of Danville which requires dogs to be on leash and also applies a fine of \$250 for failure to clean up any waste the dog may leave on city or private property.

Each unit owner is provided one parking spot in the designated parking area. Tenant shall not give the parking gate code or the lobby entry code to any guest or party other than the person listed on the lease. A door directory code will be provided by the landlord for your unit during the lease term. The condo parking lot is monitored and any unauthorized vehicle is subject to towing and storage at the auto owner's expense.

The parking area along the front curb of the Burton Condo is short term for loading and unloading only. The area is monitored by the police and subject to a ticket for a term longer than stated.

All tenants must provide a copy of a Renter's Insurance Policy (HO4) within 5 days of occupancy.

Smoking is not allowed within the inner common areas of the Burton Condominium. Smoking is allowed in the courtyard and smokers are required to place their butts in the provided container along the walk way.

Any tenant that causes damage to an adjoining unit due to negligence on their part will be responsible for the dollar amount of damages incurred by the adjoining unit owner after repairs are completed by a licensed contractor. Some examples are, but not limited to the following. Unsupervised or misuse of a washing machine or dishwasher, leaving a commode running, or any other water problem arising from unsupervised use.

Tenants should use the alley along the right side of the Burton Condo building to move in or out of the building. The condo manager should be notified so the padded blankets can be placed in the elevator. Tenants or their movers will be responsible for any damage to the common areas caused during a move into or out of the building. The Alley door should be kept closed and locked at any time other than moving.

The parking area located at the dumpster is not Burton Condo property and tenant should be aware they are parking at their own risk of being towed. **NEVER park in front of the dumpster** or you will be subject to towing.

All common areas including the courtyard should be kept clean of debris and use of the Dumpster should follow guidelines to prevent debris from falling on the surrounding area and providing an invitation to rodents and other pest. All cardboard boxes should be collapsed prior to placing them in the container and the lids should be kept closed at all times.

Tenant may not assign or sub-let the unit, nor may a tenant allow an additional occupant not named on the lease. **No short term occupancy is allowed at any time.**

No water bed of any kind is allowed within any unit of the condominium.

Tenant _____ Tenant _____

Landlord _____

HOA Manager _____ date _____

Burton Condominium Owner Association

Tenant Information Sheet

Tenant names as listed on the lease _____

Any un-named minors, seniors, or children and age _____

Date requested for beginning occupancy _____

Date of lease termination _____

Tenant phone number _____ / _____

Tenant email addresses _____ / _____

Company Name and policy # of Renter's Insurance _____

Tenant Vehicle Tag Number for parking space _____

Tenant Vehicle make and color _____

Pets? ____ if so name and breed _____

Pets vaccination and city registration (attach a copy) _____

Does tenant wish phone number listed in Door Directory ? ____ if so # _____

Additional parking spaces are available for rent at a fee of \$20/month payable to the Burton Condo Association.

Additional notes:

