

DOCKSIDE CONDOMINIUM OWNERS ASSOCIATION (DCOA), INC.

RULES AND PROCEDURES

Board approved 28 May 2009; effective 1 July 2009

- In order to preserve the quality and integrity of the Condominium, the following protective rules are established for the mutual benefit of all owners.
- In preparation for the annual DCOA owners meeting, a synopsis of the rule and procedure changes put into effect during the past year by the Board of Directors (provided by the Rules Committee) will be included in the official annual packet mailed to all unit owners at Dockside.
- A board conducted review of all DCOA rules changes adopted during the past year will be discussed at the annual meeting.

The DCOA rules listing dated Feb 4, 2003 is replaced by this version.

1. **General Rules**

- a. Patios and decks must be kept clean and free of unsightly shelving, loose items and material. Items stored on patios/decks may not include machinery, tools, vehicles (other than bicycles), vehicles parts, kitchen appliances, freezers, furniture other than "patio furniture" and items not designed or intended for or compatible with patio/outside activities. This list provides examples, however it is not a complete list. All visible patio furniture and decorations must be kept in neat, clean working order. The board will review any item in question and provide a final decision.
- b. Items (i.e., towels, sheets) are not permitted to be hung from rear deck rails for long periods of time.
- c. There is an area designated for the community garden near the pool. Large food producing plants are restricted to that common garden area. The Board reserves the right to require unit owners to remove any unauthorized plantings at a unit, or the Board will remove such plantings at the unit owner's expense. No watering of the common garden area is permitted between 5:00 AM and 9:00 AM due to the drop in water pressure which interferes with pool maintenance and cleaning
- d. Any unit owner requesting maintenance, repair, renovation, restoration or replacement of a common element or a limited common element shall make themselves available to a board designated representative during regular working hours to explain any request and to provide access to the representative. Each unit owner shall cooperate fully with the Association's representative in a courteous manner.
- e. Any unit owner who requests non-emergency maintenance, repair, renovation, restoration or replacement of a common element or a limited common element shall give the Association written notice.
- f. Signs advertising units for sale or rent may be displayed in the bulletin board adjacent to the pool. Signs advertising vehicles or boats for sale may be displayed on the vehicle or boat, but are limited to one sign no larger than one square foot.

- g. For Open House sales events, owners can emplace sale signs on Dockside property and in unit windows only during the day of the event.
- h. Bikes, any form of skates (e.g., skateboards, skates, and roller blades), scooters, mopeds, or other vehicles are not to be operated on the docks, in the gazebos, on the grass or shrubbery of the common elements, or in the pool or tennis court areas. Go-carts, golf carts and ATVs are not permitted on Dockside property. No structures, permanent or temporary may be erected to permit acrobatic or gymnastic skateboarding, skating, roller blading or bicycling.
- i. Cost of utilities, water, septic and trash removal, is shared equally by all unit owners. Maintaining toilets, faucets, etc., in order not to waste water is the unit owner's/ occupant's responsibility. When excess water consumption is found to be a result of failure of a unit owner/occupant to maintain their plumbing fixtures, the Board may assess the cost of the excess water consumed. Excessive watering of plants, lawns, and common areas may result in imposition of the penalties enumerated above (Note: DCOA pays all water costs at Dockside).
- j. These rules and procedures are posted on the DCOA website and can be downloaded. Request for copies of rules and regulations should be addressed to the Managing Agent located at Chesapeake Bay Management, 600 Thimble Shoals Blvd., Suite 200, Newport News, VA 23606 (757) 534-7751 and (757) 534-7765 (Fax). In order to defray the cost of printing, postage and handling, appear in person at the office of the Managing Agent, prepared to reimburse at a cost of \$.08 per page to cover costs. Requests may also be made for an electronic version of these rules and regulations and these will be provided at no cost.
- k. Pursuant to §55-79.97 of the Virginia Condominium Act, each unit seller is required to furnish the new owner a disclosure packet and any other necessary certifications required for the disposition of the unit. The complete packet is required by law and can only be obtained from the Managing Agent and is paid for by the seller/owner of the unit not the DCOA.
- l. Due to septic tank permits, full time occupancy by more than two people per bedroom is prohibited. Full time occupancy is defined as more than 3 months.

2. Fireworks, Fires, and Flammable Material

- a. Storing of firewood on the patio is limited to 1/4 cord placed on a commercially available metal fixture not to be in contact with any of the wooden surface or wall. Amounts in excess of 1/4 cord, but not to exceed 1 cord, may be neatly stored in the parking area away from the buildings, in a single freestanding line along, but not leaning on the fences. Wood shall remain uncovered. Rotten wood must be disposed of by the unit owner/resident. Rotten wood removed by Dockside will be disposed of at the unit owner's expense.
- b. A propane gas fireplace log may be used in fireplace vice burning wood; however installation of fireplace log assembly must be approved in writing by DCOA Board of Directors and installed in accordance with county codes. Size of propane tank and Location of propane tank must be approved by DCOA Board of Directors prior to setting tank and shall be in accordance with county codes.
- c. No open fires or closed fires, for cooking or other purposes are permitted in the Common Elements except barbecues of a reasonable size which may be operated on or adjacent to the patio of the unit.
- d. Discharge of fireworks or firearms, including Bow and Arrow and pellet/bb-guns, are prohibited anywhere within Dockside.

- e. Patios, decks and unit storage areas must be kept free of flammable or hazardous materials. Properly stored barbecue grill propane tanks are allowed.

3. Alterations; Common Elements; Limited Common Elements; Units

- a. No unit owner, nor the Association, shall make any alterations to any Unit or building, remove any portion thereof, make any additions thereto or do anything that would jeopardize the safety or soundness of any Unit or building or impair any utility service without first obtaining written approval from a majority of the Unit Owners in the building and the approval of the Board of Directors of the Association. Other major changes to the exterior appearance of any unit must conform to the common appearance of the complex and also be approved by the DCOA board prior to modification.
- b. Owners who plant perennial flowers, shrubs, or trees in front of their units are responsible for the upkeep of these plantings, including all necessary weeding, watering and pruning. If the plantings are not maintained in a reasonable manner, the owners will be responsible for the cost of having the DCOA redesign and replant the affected area.
- c. Satellite TV Dishes are allowed in accordance with Federal Regulations Title 47, Volume 1, Parts 1 to 19 of October 1, 1997. However, as authorized by Federal Regulations Title 47 the size, location and installation of the dish is controlled and approved by the community Homeowners Association. Therefore the following rules apply for Satellite TV Dish installations in Dockside:
 - i. In accordance with Federal Regulation the TV Dish size must be one meter in diameter or less.
 - ii. Dish installation request and installation plan must be submitted to DCOA Managing Agent for approval 30 days prior to the desired installation date. Plan must contain name of licensed installation company, proposed installation location and method including wire routing.
 - iii. Dish shall be located only on chimney or back roof section as low as possible to obtain required attitude for reception.
 - iv. Dish must be installed by a licensed insured professional.
 - v. Dish cable shall be tightly secured in areas where it runs along the exterior of the unit and shall enter the unit through the chimney framed shaft to minimize its visual impact on the unit/building and to minimize safety hazards.
 - vi. Unit owner is responsible for removing the dish when necessary to allow the association clear access to the installation area for maintenance and repair purposes.
 - vii. Unit owner shall be responsible for cost of immediate repair of any damages to common and limited common areas caused by the satellite dish at the time damage occurs.
 - viii. Unit owner shall be responsible for removing the dish and cost of restoring installation area to its original condition when the unit is sold unless the new owner accepts, in writing, the responsibility for continued maintenance of the dish and or installation area.
- d. Any unit owner performing any maintenance, or making any major repair, renovation, restoration or replacement on the exterior of their unit without first having given the DCOA board notice is in violation. That unit owner shall be solely responsible for the costs of the work and will be responsible for any corrective repairs if deemed necessary by the Association board.

4. Pets

- a. Dogs on insurance companies' lists of dangerous breeds will not be allowed on Dockside property. This includes, but is not limited to: Rottweilers, German Shepherds, Doberman Pinschers, Pit Bulls, Chow Chows, Siberian Huskies, Alaskan Malamutes, Akitas, American Staffordshire Terriers, Boxers, Great Danes, Wolf-hybrids, and Presa Canarios. Also any dog that has been found in a Court of Law to exhibit violent behavior is prohibited.

- b. Dog weight and size limits are 50 lbs maximum weight and 24 inches maximum height **at the shoulder** when fully grown. All dogs must meet both size requirements. Upon a DCOA Board request, the size and weight limits of a new dog (arriving after 21 October 2008) shall be certified by a licensed veterinarian at the time of registry with the Board. These rules apply to all dogs at Dockside including guest dogs. The only exception to these rules will be those dogs covered by the American Disabilities Act.
- c. Pets other than cats, dogs, tropical fish or birds, may not be housed within Dockside without DCOA board approval prior to arrival.
- d. All pets shall be kept in the owner's/resident's unit and may not be allowed to roam loose or become a nuisance to occupants of other units. Nuisances include but are not limited to noise disruptions, aggressive behavior and destruction of common property. Pets may not be left unattended (e.g., no owner present in unit) in either the common elements or the limited common elements (including patios or decks). Dogs or cats that are outside of the unit must be on a leash or lead. Pets that create a recurring nuisance for other residents of Dockside must be permanently removed from Dockside within 30 days upon written notice from the Board of the Association.
- e. Pets are not permitted to be exercised behind units. Pets may be walked or exercised in the grass area between the road and the parking lots or in the grassy area adjacent to the pool. Residents are responsible for the prompt removal of their pet's feces in all areas.
- f. All pets must be licensed as required by law. Upon request by the Board of the Association, pet owners must present satisfactory evidence that the pet has received current rabies vaccinations.
- g. All dogs, including pairs of dogs, that reside at Dockside as of 21 August 2008, and properly registered with the DCOA Board by 21 October 2008, are grandfathered and may remain but cannot be replaced with a non-conforming dog(s) after their death. If the dog(s) is not grandfathered, then residents of Dockside may only have one dog in any unit.
- h. All new dogs must be properly registered in writing with the DCOA Managing Agent, prior to the time of taking occupancy on Dockside property. Current residents bringing in a new dog to the unit must register said animal within 30 days of the dog's arrival.
- i. Cats must be the common domestic house cat variety of breeds and be maintained inside the confines of the resident unit. If the cat is exercised outside it must be maintained on a leash or lead. The total number of house cats a resident may have in a unit is two. This rule applies to all cats at Dockside including guest cats.
- j. No feeding of feral cats is allowed. By feeding these cats unit owners assume reasonability for any damages caused by the feral cats and will be held liable.

5. Recreation Area Rules (to exclude docks)

- a. Provisions exist for private sponsored parties to be held in the pool area, but the pool area may not be closed off to residents for private parties. Parties held in the gazebo or elsewhere on the common elements, except at the pool, must terminate at 10:00 PM. Pool parties will end at 11pm.
 - i. Parties are limited to a maximum of 50 people and may only take place Monday through Saturday. Pool parties must comply with all rules and regulations and must not interfere with other residents who wish to use the pool.

- ii. Unit residents sponsoring the party are responsible for clean up of the pool/tennis court area immediately at the conclusion of the party and may be assessed for damages and excess cleanup costs by the Association.
 - iii. Pool parties must be scheduled in advance with the pool manager Sara Meintel, 7848 Sunset Drive, Unit 705.
 - iv. While the pool is open during the summer, one pool party per unit resident is allowed. Party requests are submitted to the pool manager. Eight or more guests per unit constitute a party. Parties are limited to a maximum of 50 people and may only take place Monday through Saturday. Pool parties must comply with all rules and regulations and must not interfere with other residents who wish to use the pool. No more than one party may be scheduled on a Monday through Thursday with no more than two on Friday or Saturday. Unit residents are responsible for the conduct of their guests and may be assessed fines for improper conduct or damages to the pool/tennis court facilities.
- b. Residents shall not damage marsh grasses or lawn grasses with boats, canoes or in any other manner. Rocks and debris shall not be thrown into Sarah Creek and rip-rap is not to be moved.
- c. No one under 14 years of age is allowed in the pool/tennis court area unless accompanied at all times by an adult (18 or over) resident of Docksider. Resident minors (between the ages of 14 and 18 years) may use the pool/tennis court facilities unsupervised, if they have the written permission of their parent or guardian on file with the Association and if they have signed a statement acknowledging that they are aware of and will comply with the applicable rules and regulations. No one under 18 years of age may have guests in the pool/tennis courts or on the docks unless supervised by an adult resident of their unit. Exceptions may be made by the DCOA Board of Directors upon written request.
- d. Residents and/or owners and their guests are not permitted to feed waterfowl (ducks, geese, etc.) on or from any part of the common or limited common element of Docksider.
- e. Recreation areas are for the use and enjoyment of DCOA residents and their guests, Residents must accompany guests during use of recreation facilities and will be held responsible for the actions of their guests. The issued pool IDs are to be with the person using the recreation facilities to facilitate proper identification of users.
- f. In addition to the pool and tennis courts, the grassy areas between building 9 and 12, and 15 and the area adjacent to the pool are designated as recreation areas. Volley ball, kite flying, golf practice, etc., are encouraged but residents are at all times responsible for their actions.
- g. Swimming is at your own risk. No diving, jumping or running into the pool or pool area is permitted. No lifeguard is present in the pool area and you are responsible for your own safety.
- h. Hours of pool operation: 7:00 AM to 10:00 PM on weekdays and Sundays and 7:00 AM to 11:00 PM on Fridays and Saturdays. The pool is closed during the winter and the water supply is turned off to the bathrooms, so bathroom/toilet use is prohibited.
- i. The pool gates must be kept locked at all times. Admittance to the pool is by key and ID only. Do not admit anyone without a proper key and ID. The last person to leave the pool shall check to ensure that all gates are locked, umbrellas folded down and all lights in the bathrooms are off. Pool lights are on an automatic timer so do not attempt to adjust their operation. Tennis court lights are not to be turned on only for swimming.

- j. Each unit owner, upon initial occupancy has been furnished pool keys and appropriate identification. Unit owners are responsible for retrieving keys from vacating tenants. The succeeding unit owners or tenants must obtain the keys and IDs from the unit owner. Replacement keys and IDs may be purchased from the Association President at a cost of \$10 per key and \$5 per ID. Vacating owners and tenants are prohibited from turning over keys or IDs to anyone other than the new resident, a Board member or the Managing Agent.
- k. During the last fifteen minutes of each hour, any adult resident may ask minors to vacate the pool in order to facilitate the adult's lap swimming.
- l. Glass articles, scuba tanks, skates or skateboards, bicycles, scooters are not allowed in the pool/tennis court area. Personal floats are permitted as long as they don't interfere with other swimmers.
- m. With permission of the DCOA Recreation Chairperson, or a member of the Board, barbecues may be permitted on the grassy area near the pool. They are not permitted within the fenced area of the pool.
- n. All persons utilizing the pool/tennis court area are responsible for cleaning up after themselves and leaving the area in good condition. Bathroom facilities in the pool/tennis court area must be left clean and sanitary after each use. Diapers, etc. must be disposed of and not flushed down toilets or left in trash pails. No diapers in the pool.
- o. Umbrellas should be folded down after use.
- p. In case of thunderstorms in use of the pool area is prohibited.
- q. Pets are prohibited at all times within the pool or tennis court area.
- r. Do not bring Chairs and/or tables into the tennis court area.
- s. The tennis courts are for tennis only. No other activities may take place in this area. Persons in this area must wear appropriate non-marking shoes.
- t. After one of hour of tennis relinquish the court if people are waiting.
- u. Tennis court hours are 7:00AM to 11:00PM every night. Turn off lights and lock gates when you have completed play.

6. Storage Units

- a. Storage units shall be owned, rented to, and sold to only to a Dockside Condominium owner or resident.
- b. Storage unit owners who have individual electric meters will be responsible for their unit's electric bills and electric system maintenance.
- c. Storage unit space shall not be used as domicile and no flammable material shall be stored in these unit's unless stored in an approved fire safe container designed for said use.
- d. No parking of vehicles in the storage unit compound common area except for short terms while the owners are present. Courtesy should be used by not blocking in other storage unit owners who are present and/or moving vehicles to allow arriving owner's access to their units.

- e. No materials will be stored outside storage units.
- f. Washing of vehicles, boats, and trailers is permitted on the gravel areas surrounding the storage units where faucets are available.

7. Recreation Area – Docks

- a. Slips may only be utilized by residents of Dockside. All boats kept in slips, must be registered or co-registered to a resident of the unit to which the slip is assigned. Vessels belonging to brothers/sisters, fathers/mothers/sons/daughters/ of residents of Dockside, may be kept in the slip assigned to the unit or rented by the resident of the unit (see below), with permission of the Board and upon written evidence that the relative that has permission to use the slip, agrees to comply with all rules and regulations of Dockside and has a key to the unit, permitting free access to the bathroom facilities of the unit.
- b. Slips may not be rented, loaned or sold to non-residents of Dockside. Slips, which are sold between unit owners of Dockside, must be assigned in accordance with Article XIV: Section Two of the Declaration. Unit owners, not utilizing their assigned slip, may rent the slip to another Dockside resident.
- c. All Dockside residents may allow a guest boater to use the assigned guest berths for up to fourteen days, while they are guests of the unit, upon scheduling with and permission of the Dock master or Board member. Guest berths are located on the West End of Dock-A, the East End of Dock-B and at each end of Dock-D. Persons utilizing the guest berths or the slips, do so at their own risk.
- d. All Local, State and Federal laws/codes must be complied with in regards to all overboard discharge of materials to include bilge.
- e. Vessels shall be maintained in a seaworthy condition, capable of getting underway on short notice and covered by liability insurance. Vessel owners may be required to provide evidence of satisfactory insurance and compliance with these rules if requested by the dock master, Board or Managing Agent. Vessels shall be secured so as to prevent damage to docks, pilings and other vessels. Such damage is the responsibility of the resident of the unit to which the slip is assigned. The dock master, members of the Board, or the managing agent may board any vessel to move or properly secure it when, in their opinion it poses a risk or hazard.
- f. Sailboat owners must tie off halyards in such a manner as to prevent slapping noise, disturbing nearby residents. Motor vessels, with loud or noisy mufflers may not be operated in such a manner as to create a nuisance for nearby residents. Personal watercraft may not be operated by residents or guests in or around Dockside facilities or shoreline at more than 5 miles per hour.
- g. Swimming from the docks, running or other horseplay is expressly prohibited. Residents and guests are urged to wear foot protection against nails and splinters. Dockside is not responsible for injury resulting from the use of the dock facilities.
- h. Crab pots and other fishing related devices may be used within the confines of a slip only with the permission of the resident of the unit to which the slip is assigned. All such devices must be removed from the water and the dock walkways by October 31 and not returned until March 30. Fishing is permitted at the ends of the docks where there are no slips.
- i. Utilities, water and electricity are provided as part of the annual slip assessment to the slips for general use portable tools and temporary battery charging. It is not intended to provide continued use power for boat air conditioners, heat and appliances etc. Residents wishing to use electricity at their slip for air

conditioners, heat and or appliances etc. in their boat are required to pay an additional electric assessment monthly for months connected. (See yearly budget to determine actual assessment amount). This additional assessment must be paid monthly before use. Send assessment to P.O Box 1000, Hayes VA. 23072. A written request for permission stating intentions must be submitted to the Board/Dock master. Boats connected to electricity for which the assessment has not been paid may be disconnected. Dockside is not responsible for damages arising from power failures, surges or other related problems any time during the year.

- j. Slip owners may attach one “dock box” of fiberglass construction, white in color, to the area directly behind their slip. Such box cannot extend beyond half the width of the slip nor encroach upon more than one third of the walkway area of the dock itself. Owners may “raise” the box off the dock to avoid flooding, if raised the top of the box can be no more than 40” inches off of the dock, and the box itself will not be more than 30” in height. On docks “A” and “B” all such boxes must be installed on the outboard side of the dock. Slip owners may not store hazardous materials in dock boxes. Dock boxes, which do not conform to this regulation, must be removed. Within the slips, adding boat ladders and hand rails may be requested using an architectural change application and after its approval by the DCOA board
- k. Slip owners may install a floating dry docking system (such as “Jet Dock”) in their slip. An owner must submit in writing a request to install a floating dry dock docking system to the Managing Agent. Information on specifications for the docking system can be obtained from the Managing Agent.

8. Vehicles/Parking

- a. Inoperable motor vehicles of any type are not permitted to be operated or stored on the common elements. Exceptions may be granted for by the DCOA Board. Inoperable motor vehicles are defined as no or expired license plates, no or expired state inspection (in VA plates), flat/no tires, major fluid leaks, etc.
- b. Vehicles in violation of the DCOA Rules and Regulations are subject to towing at the vehicle owners expense.
- c. SPEED LIMITS: The maximum posted speed inside Dockside is 15 MPH and pedestrians and bike riders have the right of way over motor vehicles.
- d. Each unit is assigned one parking space directly in front of the unit for the residents of that unit. To the extent practicable and not interfering with or overlapping in front of the adjacent unit, a resident may park a second vehicle in front of their unit. No one shall park, in front; of any unit; other than their own. Additional vehicles must be parked in the guest parking area on the side of the parking lot opposite the unit. The maximum number of resident vehicles that can be parked in the resident parking lot at the building is three. Example: Two in front of the resident’s unit and one opposite the unit in the guest parking area based upon space available or one in front of the resident” unit and two opposite the unit in the guest parking area based upon space available. Any additional vehicles must be parked in the pool parking lot. All residents shall always park the minimum number of vehicles practicable in the guest parking area at the buildings to be considerate of their neighbors and their neighbor’s guests. The Dockside Board of Directors must approve any exceptions.
- e. Parking in lots for buildings 3, 4, 5 and 6. Except for residents of buildings 12, 15 and 16, residents using the docks or slips may not park their vehicles in these parking lots for more than the reasonable time necessary (maximum two hours) to transfer materials and supplies to their vessels. Residents except as above and guest vehicles utilizing the slips or the docks must be parked in accordance with the rules above. Guests of residents in buildings 12, 15 and 16 must park in front of those buildings. The Board

upon written request may grant hardships for disability. Parking in these areas in violation of this rule, on Fridays, Saturdays and Sundays will result in the offending vehicle(s) may be towed at the owners risk and expense. Residents of buildings 3, 4, 5 and 6 are entitled to the same parking access as residents of all other buildings. Parking there to use the docks and slips infringes on their rights.

- f. No parking of any vehicles, trailers, motorcycles, mopeds or bicycles is permitted at any time on roads, shoulders, sidewalks or grassy areas of the common elements.
- g. Dockside is a residential community and as such common parking areas are intended for residential purposes and residents private use. No commercial and or company owned vehicle shall be stored on Dockside common property unless the vehicle is used for daily transportation to and from work. All trucks larger than three-quarter ton pick-up must be approved by board prior to parking on Dockside Property. Recreational Vehicles (designated as but not limited to Boats, Watercraft trailers with or without Watercraft, Boat trailers with or without Boats, Travel Trailers, Motor homes and Trucks in excess of three-quarter ton). Trucks in excess of three-quarter ton may not be kept overnight in a parking lot in front of a building. All such vehicles must be parked in the storage areas designated by the board. Violating vehicles will be towed at the owners risk and expense and assessment for rules violations may be imposed. Only exception is vehicles that are in the process of moving a Dockside resident in or out.
- h. There are three designated parking/storage areas for recreational vehicles, (Recreational Vehicles include but are not limited to Boats, Personal Watercraft Trailers with or without Watercraft, Boat Trailers with or without Boats Travel Trailers, Motor homes and trucks in excess of three-quarter ton). The first parking/storage area is the fenced in area (designated area "B") at the entrance to Dockside property, which is designated for smaller "Recreational Vehicles" or boats stored on the rack. The second parking area (designated area "P") is located in the pool parking lot behind the fence. This area is for "Recreational Vehicles" 20 to 30 feet. The third area (designated area "T") located behind the Tennis Court. This area is for larger "Recreational Vehicles". All vehicles must be parked in the designated areas as approved and assigned by the DCOA Board.
- i. Resident owners and resident tenants are allowed one "Recreational Vehicle" parking space on a first come space available basis in one of the three authorized lots; those areas being Boat Yard "B", Pool Yard "P" and Tennis Yard "T". "Recreational Vehicles" may not be parked elsewhere.
- j. "Recreational Vehicles" may be parked temporarily for up to (3) three days (maximum) next to the wood fence in the pool parking lot. However they cannot interfere with pool usage and pool parking.
- k. If an owner sells his unit and leaves a "Recreational Vehicle" or a boat on Dockside property for a period of three (3) months it will be considered abandoned and will towed from the property.
- l. Jacking vehicles for the purpose of repair and/or dismantling vehicles for repair are prohibited on common areas. Vehicles must be repaired and returned to service in the same day. Changing of automotive fluids is expressly prohibited anywhere on Dockside property except inside an owners storage unit. All fluids must be disposed of in accordance with applicable environmental laws.
- m. The area in front of each unit and its parking lot must be kept neat and free of inappropriate articles that detract from the appearance of Dockside. This includes items such as, but not limited to, bicycles, children's toys, car cleaning equipment (hoses and buckets), sports equipment, lawn chairs, and coolers. These items are not to be left out overnight. Washing of heavily soiled vehicles, boats, and trailers on any asphalt parking lot within DCOA property is prohibited because of contaminate runoff.

9. Renting of Units

- a. The Association has adopted a uniform "Covenant to Abide", which must be incorporated by inference or directly into each lease and must be executed separately by the unit owner, the lessee and the Association. The "Covenant to Abide" must accompany a \$500.00 deposit and must be notarized. Failure of the unit owner to provide the Association with an executed copy of a valid lease, including an executed copy of the "Covenant to Abide", before the date of occupancy of the unit by the lessee is a violation of the rules.
- b. The Association will, on its part, automatically agree to the first "covenant to Abide", however, in the event of significant rules violations on the part of the tenant or the unit owner during the original term of the lease, the Association may refuse to execute an extension of the "Covenant to Abide", in which case the extension of such lease will in itself be a violation of the rules and subject the unit owner to assessments as prescribed. The Board will notify unit owners and residents of its intention not to extend the "Covenant to Abide" 30 days prior to the expiration of the original term of the lease. Thereafter, the Board may provide 30 days notice of its intention not to extend the "Covenant to Abide". Upon receiving notice of the intention not to extend the "Covenant to Abide", the unit owner must take all legally necessary steps to terminate the occupancy by the tenant and provide the Board with satisfactory evidence of the unit owner's efforts to do so.
- c. Sub-leasing of units, either by the unit owner or the tenant is expressly prohibited.
- d. The Association and the Board of the Association are not responsible for keeping track of occupancy and leases. Unit owners are responsible for keeping the Association informed, in writing, of changes in occupancy. Therefore, the passage of time between the occurrence of a violation of the rules and action by the Association is neither a defense nor a mitigating circumstance that might negate the Board's enforcement of the rules. If the board determines that a unit owner has not updated the DCOA records as required fines may be assessed.

10. Violations

- a. There are two avenues to identify DCOA rules violations. First, violations found during the managing agent's monthly walkabout (provided for in our current CBM management contract). And second, violations reported by owners to the board or managing agent. If the violation remains unresolved, the process could lead to fines and/or legal action.
- b. Reports of rules violations should be provided in writing to the Managing Agent, who will copy the Board of Directors in a monthly report on the alleged violation for action; or to a board member. Typical steps taken to resolve a rules violation begin with phone contact by the managing agent before a formal written grievance process is begun by the managing agent on the board's behalf.
- c. The Rules Committee Chairperson is the entry point for changes to these rules and procedures.

End of 28 May 2009 Version