



Four Seasons at Charlottesville  
Community Association, Inc.

Rules and Regulations

November 30, 2017

# RULES AND REGULATIONS

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# Four Seasons at Charlottesville Community Association, Inc.

## RULES AND REGULATIONS

### INTRODUCTION

The facilities and programs of the Four Seasons at Charlottesville Community Association, Inc. (the "Association") were developed specifically for the Residents and their guests. They are designed and created with care and consideration for the active-adult lifestyle and character of the community. The guidelines in this document were developed to enable the Residents to more fully enjoy and understand the Association and its many benefits. It is hoped that these guidelines will clarify many terms and policies while providing basic rules for the use and enjoyment of the Association's facilities and programs. Rules are to assist in the orderly and safe operation of the Association and are meant to have some flexibility for interpretation. It is the intention of the Board of Directors that all programs are to be operated with the utmost overall Resident satisfaction in mind. Management will strive for the highest level of affordable service and common assets maintenance. Involvement from each Resident in achieving these goals is encouraged.

Please be reminded that the Rules and Regulations serve only as a supplement to the other Governing Documents of the Association. The information contained in this document should not be considered an all-inclusive list of the operating guidelines and responsibilities of every Home Owner. If any statement in this document conflicts with Virginia or federal law or the other Governing Documents of the Association, then those documents will prevail. The words used in these Rules and Regulations, especially capitalized terms, shall be given their normal, commonly understood definitions unless specifically defined elsewhere in the Governing Documents. Some of the more commonly used definitions are also listed in Appendix D hereof.

### CHAPTER 1

#### STRUCTURE AND MEMBERSHIP

**1.1 Age-Restricted Community:** Four Seasons at Charlottesville is an age-restricted community operated in compliance with all applicable state and federal laws, including the Federal Fair Housing for Older Persons Act. The community provides housing primarily for persons 55 years of age or older as stated in the Declaration. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than twenty-one (21) days in a consecutive twelve (12) month period.

**1.2 Purpose and Concept:** The Four Seasons at Charlottesville Community Association, Inc., was formed as a Virginia non-stock corporation to establish a flexible and

reasonable structure for the overall maintenance and preservation of the Properties subject to the Declaration of Covenants, Conditions and Restrictions. The duty of the Association is to promote the health, safety and welfare of the Residents and to administer and govern the affairs of the community, to maintain and enhance the recreational, social and leisure-time interests of its Residents, and to preserve and enforce the Community-Wide Standard. Governance of the Properties is by:

- A. Governing Documents – The Governing Documents include the Declaration of Covenants, Conditions and Restrictions (Declaration), the Association’s Articles of Incorporation (Articles), the Association’s Bylaws (Bylaws), the Design Guidelines and these Rules and Regulations. The Declaration imposes mutually beneficial restrictions upon all Dwelling Units and common areas under a general plan of improvement, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the common areas. The Articles form the legal basis for the Association by specifying its corporate purpose and delineating the corporate structure and function. The Bylaws more precisely define the Association’s reasonable rules of governance, membership, management and administration. The Design Guidelines provide an overall framework to allow the community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts which are required by regulatory agencies and desirable to Residents. Any of these documents may be amended from time-to-time; the amended document will then prevail.
- B. Community Association – The Association is the legal entity that is responsible for the management, maintenance, operation, and control over the Areas of Common Responsibility as defined in the amended Declaration. The Association is a non-stock corporation that is responsible for enforcing the Governing Documents and establishing reasonable policies.
- C. Common Property Rights – Each Resident shall have the non-exclusive right and easement to use and enjoy the Areas of Common Responsibility; such rights and easement shall run with the land, be appurtenant to and pass with the title to every Dwelling Unit, and is subject to the terms and conditions of the Declaration.

### **1.3 Membership and Voting:**

- A. Membership – Every Owner shall be a Member of the Association, and shall hold one membership for each Dwelling Unit owned. Co-owners of a Dwelling Unit shall share the privileges of such membership. One individual shall be designated by all of the Owners of a Dwelling Unit to be the Voting Member with respect to that Dwelling Unit.

B. Voting – All of the voting rights at any meeting of the Members of the Association shall be vested in the Voting Members.

C. Meetings of the Members – An annual meeting of the Members is held each year as specified in Section 2.3 of the Bylaws. A special meeting of the Members may be called at any time by the President, the Board, or signed petition of Voting Members as specified in Section 2.4 of the Bylaws.

**1.4 Board of Directors:** The Association is governed by a Board of Directors (Board) that is empowered to exercise all powers and duties necessary and appropriate for the administration of the Association’s affairs, and for performing all responsibilities and exercising all rights of the Association as stipulated in the Governing Documents, and as provided by law. Meetings of the Board are held at a time and place as the Board may determine, as specified in Article III of the Bylaws.

**1.5 Committees:** Committees are chartered by the Board to advise and oversee certain responsibilities for the Board. The committees adhere to all guidelines on membership, officers and meetings that are specified in Chapter 9 hereof. The chartered committees include:

A. Budget and Finance – The Committee participates in the annual budget process, reviews all finances of the Association, and recommends ideas for generating income and controlling expenditures.

B. Buildings and Streets – The Committee advises and provides oversight for the operation, upkeep and maintenance of all buildings, streets, and related facilities and equipment especially including the Clubhouse.

C. Communications – The Committee provides for communication, by various means, between the Association and Residents concerning actions and policies of the Board and the work of committees. The Committee manages the community's online website (Website), publishes a newsletter (Newsletter), and oversees electronic communications.

D. Covenants – The Committee oversees any reported Owner violations of the Governing Documents and conducts any needed hearings.

E. Landscaping and Grounds – The Committee advises and assists the Board on the maintenance, preservation, enhancement, and use of the Areas of Common Responsibility other than buildings and streets.

F. Modifications – The Committee reviews all planned Regulated Work in the community and then oversees any approved projects.

G. Nominations and Election – The Committee develops and oversees the annual nominating and election process for electing Board members and voting on possible ballot proposals.

H. Social – The Committee develops and oversees the community recreational and social activities that are pertinent to the active adult interests represented in the community. Social programs and events at the Clubhouse are under the oversight of the Committee.

## CHAPTER 2

### MANAGEMENT AND FINANCES

**2.1 Association Management:** To help manage the operations of the Association, the Board has contracted with a management company (the “Managing Agent”) for both property management and for Clubhouse management. The President of the Association serves as the liaison with the Managing Agent to coordinate and facilitate the Association’s day-to-day operations.

**2.2 Clubhouse Management:** The Managing Agent provides a Clubhouse Manager and staff to oversee operations of the Clubhouse. The Buildings and Streets Committee provides advice and oversight for the general operation, upkeep and maintenance of the Clubhouse. The Social Committee provides advice and oversight for activities and events of the Association. The Clubhouse may be reserved for non-Association sponsored social functions; refer to Section 7.9 B hereof.

**2.3 Assessments:** There are three (3) types of assessments, and each Home Owner is legally bound to pay all assessments. The Board is empowered to file liens against any lot whose Owner fails to pay a prescribed assessment within the stated payment period.

A. Base Assessment – The regular monthly fee charged to all Dwelling Units (unless exempted for vacant lots by the amended Declaration) to fund Common Expenses for the benefit of all Members.

B. Special Assessments – From time to time, Special Assessments may be levied by the Board against Dwelling Units as specified in Section 8.7 of the Declaration.

C. Benefited Assessments – Benefited Assessments may be levied against a particular Dwelling Unit to cover Association costs incurred in bringing the lot into compliance with the Community-Wide Standard. Benefited Assessments also include payment for any Optional Services that might be offered to Owners as specified in Section 8.8 of the Declaration.

**2.4 Optional Services:** The Association may offer to furnish certain services to Home Owners for a specified time period. Optional services might include forms of landscape maintenance, driveway snow removal, etc. At the end of the time period, the Owner may either terminate the service or elect to continue if the service is still being offered. The Association, by Board action, may discontinue providing an Optional Service. The cost of furnishing an Optional Service shall be assessed to each Owner who selects the service as a Benefited Assessment.

**2.5 Replacement Reserve Funds:** The Association is obligated by Virginia Code to maintain and preserve Common Area assets into the future. By estimating expected replacements many years ahead, some monies can be set aside each year in anticipation of those expenses. In determining Assessments, the Board determines the reasonable annual amount to be collected for the future periodic maintenance, repair or replacement of all or a portion of the Common assets. The Replacement Reserve Fund contribution is determined annually by the Board based on periodic reserve studies; and the identification of capital assets to be purchased is shown in the capital expenditure budget.

**2.6 Budget and Financial Reporting:** The Association operates on a fiscal year that begins on January 1 and ends on December 31. Beginning in September of each year, the Board, the Association's Budget and Finance Committee, and the Managing Agent begin preparing the combined reserve and expense budget to be adopted for the upcoming fiscal year. An annual financial statement or annual audit report is prepared at the conclusion of each fiscal year. The Managing Agent provides a management report and financial statement for the Association each month.

### **2.7 Payment Procedures and Liens:**

- A. Monthly Assessments and Optional Service Fees – Monthly assessments and fees are paid to the Association by mail directly to the Managing Agent or through other arrangements made with the Managing Agent.
- B. Liens – Repeated failure to satisfy membership indebtedness 10 days after notice may cause the Board to file a lien against the Owner's property, and to suspend membership privileges. Reinstatement can only be obtained through full payment of all fees, plus any late charges, payments, legal or collection fees incurred by the Association, plus any reasonable lost interest.

### **2.8 Fees Due with the Sale of Dwelling Units:**

- A. Capital Contribution – When a Dwelling Unit is sold by a Builder to a Home Owner, the purchasing Home Owner shall make a capital contribution to the Association in an amount equal to three (3) monthly installments of the Base

Assessment in effect at the time that the title is transferred, as described in Section 8.5 of the Declaration.

B. Subsequent Member Fee – When a Dwelling Unit is sold by a current Home Owner to a new Home Owner the purchasing Home Owner shall pay this fee to the Association as described in Section 8.6 of the Declaration. The amount of this fee may be changed from time to time by resolution of the Board.

**2.9 Investment Accounts:** The funds held in the Replacement Reserves and any other reserve funds are to be invested according to the Investment Policy of the Association as approved by the Board.

**2.10 Memorial Donations:** Offers from Residents and guests for donations to the Community Association in the form of plantings, plaques or furnishings to be used as memorials to individuals, groups, or organizations may be considered for approval by the Board if a written detailed request is submitted to the Board. The Board may seek advice from any committee that would have maintenance oversight of the donation.

## CHAPTER 3

### COMMUNITY AND ARCHITECTURAL STANDARDS

**3.1 Community Standards:** These are the standards of conduct, maintenance, or other activity prevailing throughout the properties that is more specifically defined in the Governing Documents. These standards define the level of protection afforded to Owners for their quality of life and collective interests, aesthetics and the environment within the community, and give the community vitality and character.

**3.2 Architectural Standards:** There are restrictions on land development, architectural and design control, or other restrictions pertaining to proposed new construction, or modifications to existing buildings, structures, or properties as defined in Article IX of the Declaration and in the Design Guidelines.

**3.3 Use Restrictions and Easements:** The Properties are intended for residential, recreational, and related purposes. There are community restrictions defined in Article X of the Declaration that apply to all Owners. Violations of these restrictions shall be enforced by the Association. Article XI of the Declaration specifies some limitations on the use of residential property related to areas of property encroachment, storm water and utility easements, and easements for development and construction.

**3.4 Adherence to the Design Guidelines:** The Board, through its Modifications Committee, has exclusive jurisdiction over modifications, additions, and alterations

proposed on or to existing residential homes and their associated platted lots as specified in the Declarations.

## CHAPTER 4

### ENFORCEMENT OF RULES AND COVENANTS

**4.1 Enforcement of the Governing Documents:** As noted earlier, the Declaration defines various restrictions on land building use, and the Association may aggressively and consistently enforce them. Any violations of the Community-Wide Standard may also be enforced. Reported violations will be promptly investigated and, if validated, sanctions may be imposed.

**4.2 Violation Process:** Before the imposition of any sanctions, the Covenants Committee or the Managing Agent shall serve the alleged violator with a written notice as detailed in Section 3.19 of the Bylaws. After receiving a notice, the alleged violator may request a hearing within 15 days. Any proposed sanction may be suspended if the violation is cured or if a cure is diligently commenced within the 15-day period. If a hearing is requested, it shall be held before the Covenants Committee or a Board appointed subcommittee. The alleged violator shall have the right to appeal the decision of the hearing to the Board within 15 days after the hearing is held.

**4.3 Conduct of Residents and Discipline:** All Residents and guests are expected to abide by the rules in the Governing Documents and to conduct themselves in a courteous and respectful manner at all times. All Residents and guests are expected to adhere to published or posted safety rules. The conduct of guests remains the sole responsibility of the sponsoring Resident. Any actions that jeopardize or interfere with the rights and privileges of others, the use of profanity, or any abusive and disruptive behavior will not be tolerated.

**4.4 Interference with Staff Members:** Any inattention to duty, or discourtesy on the part of a staff member should be immediately reported to the Managing Agent. However, under no circumstances will Residents or guests interfere with, attempt to discipline, or otherwise direct staff members in the course of Association business. With respect to safety, proper decorum, and sanitation, the judgment of the Managing Agent will prevail in all instances. Any complaint relating to a Clubhouse Manager's decision may be later appealed to the Board of Directors; however, until such appeal is heard, the decision of the Managing Agent stands. Arguing, being abusive, or being otherwise challenging to a staff member may result in disciplinary action under Section 3.19 of the Bylaws.

**4.5 Rule Infractions:** Residents charged with a rule violation may be asked to appear at a disciplinary hearing before the Board to explain and justify their actions. If the Board

determines that a rule was violated in a willful or otherwise deliberate manner, the Board may impose sanctions including suspension of facility use and privileges.

## CHAPTER 5

### COMMUNICATIONS AND DOCUMENT ACCESS

#### 5.1 Community Communications:

- A. Association's Website - The Communications Committee maintains the Association's Website at our4seasons.org. The Website is a dynamic source of information for the Association. The site also provides a link to the website of the Managing Agent.
- B. Newsletter - The Association publishes a regular Newsletter several times a year to inform Residents of important Association business, special events, and articles of interest. The Newsletter is posted on the Association's Website and will be available at the Clubhouse, if a Resident is unable to read or print it.
- C. Announcements - Time-sensitive and special announcements are posted on all centrally located Association bulletin boards and/or distributed by email or posted on the Association's Website.
- D. Other - While the Association will make every effort to generate additional informational material through local newspapers, the scope and timeliness of such publication rests solely with the external media.

**5.2 Access to Documents:** Association documents include the Declaration, the Articles, the Bylaws, Rules and Regulations, Design Guidelines, Investment Policy of the Association, minutes of Board meetings and meetings of the Members, policy resolutions, regular financial statements, the Annual Budget, the Annual Financial Statement and committee minutes. These documents are always available for a Resident to review. If requested, documents can be provided by contacting the Managing Agent, however, there may be a copy fee charged to the Resident. Many documents may also be accessible on the Association's Website.

## CHAPTER 6

### GENERAL USE POLICY AND RISK

**6.1 Facilities Use:** The use of all Areas of Common Responsibility, which includes the Clubhouse, is for all Residents and guests as described by:

- A. Owners – Ownership of a Dwelling Unit entitles the Owner and all Residents of the Dwelling Unit to the full use of all Association facilities and to priority for use over guests and other authorized visitors.
- B. Lessors and Lessees – When leasing residential property, the Owner (lessor) continues to pay all assessments, but may not use Association facilities unless as the guest of another Resident. The Lessee is entitled to full use of all Association facilities and will have priority over guests and other authorized visitors.
- C. Guests: – A guest is a relative or friend of a Resident visiting a Resident. Guests may be sponsored and accompanied by a Resident in any Association facility, subject to restrictions for health and safety. A guest is required to sign a physical release the first time they visit the Clubhouse. When a guest is staying in the community with a Resident, they may use the facilities without the Resident always being present. Guests may not bring guests of their own.

**6.2 Use of Facilities and Assumption Risk:** All use of Association facilities and all participation in Association programs is purely voluntary. Correspondingly, the recreational nature of all Association activities and programs potentially involves some personal or physical risk on the part of the participant. Participation by a Resident or guest in any activity is interpreted as tacit acknowledgement and acceptance of the inherent risks.

The Association strives to consistently maintain its facilities in the highest quality condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less than optimum condition. If such a condition occurs, Residents and guests should immediately contact the Managing Agent for assistance. If a Resident or guest accepts facility conditions, the Association will assume that the facility is free of obstruction or hindrance. Unless negligence is confirmed on the part of the Association, the Association is not liable for any personal injury or inconvenience sustained during the use of its facilities and programs.

In ensuring that Residents and guests are provided with a safe and enjoyable experience while using Association facilities, reasonably comprehensive policies, rules and signage have been developed. Before participating in any Association activity or program, Residents and guests are encouraged to familiarize themselves with facility layout and operating policies and rules.

Approval of Special Use Events at the Clubhouse such as anniversary parties and weddings shall be at the discretion of the Board. To better manage and operate the facilities, the Board has established an approval process, guidelines, and fees for such use of the Clubhouse as specified in Appendix A hereof.

**6.3 Association Insurance:** Per Article VI of the Declarations, the Association maintains the following insurance coverages:

- A. Property insurance covering the risks of direct physical loss for all insurable improvements within the Area of Common Responsibility to the extent that the Association has assumed responsibility for maintenance, repair or replacement in the event of a casualty, regardless of ownership,
- B. General liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by any negligence of the Association or its Residents, employees, agents, or contractors while acting on the behalf of the Association,
- C. Directors' and officers' liability coverage and fidelity/crime insurance,
- D. Workers compensation and health insurance coverage obtained by the Managing Agent for its employees which the Association pays for as a pay-through expense.

By virtue of taking title to a Dwelling Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Dwelling Unit, less a reasonable deductible.

The Association is an entity to which the Owners belong as Members, but as with all corporations, it is separate and distinct from the Owners. If a substantial judgment were ever to be awarded against the Association that outstrips the insurance coverage, the Owners will not become debtors.

**6.4 Dress Code:** Proper dress is required in all Association facilities at all times. Special attire may be designated by the Board for specific facilities and locations. Unless otherwise specified, appropriate casual attire is required in all areas of the Clubhouse. Appropriate casual attire for men includes footwear, shirts with sleeves, pants or shorts. For women, footwear, blouses (sleeveless or otherwise), and pants/skirt/dress/shorts are appropriate. Upper body garments must be worn in all activities, except for men using aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor sports areas, including proper footwear.

**6.5 No Smoking Policy:** The Association provides a smoke-free environment for its Residents and guests and all Association buildings are designated as non-smoking areas. While smoking may be permitted in some outdoor areas, the Board reserves the right to designate specific outdoor areas as non-smoking by posting appropriate signage. Extra care should be taken by Residents and guests during periods of dry weather to avoid any brush fires.

**6.6 Non-discrimination Policy:** The Association will not tolerate any violation of the Virginia Human Rights Act (Virginia Code 2.2-3900). All activities of the Association are open to all Residents.

**6.7 Activity Cards:** The use of Activity Cards as specified in Section 2.2 of the Declarations is currently being waived; however, the Board reserves the right to issue such cards in the future.

## CHAPTER 7

### USE OF CLUBHOUSE AND FACILITIES

**7.1 Clubs and Interest Groups:** These organizations are sponsored by the Association to foster and promote opportunities to pursue hobbies or recreational and cultural interests. Any group of Residents interested in pursuing a particular hobby, game, vocation, or special field of interest needs to coordinate with the Clubhouse Manager for the availability of Association facilities and equipment.

**7.2 Exercise Groups and Classes:** The Association may engage a fitness instructor who would be available to provide instruction on the use of fitness equipment and programs, and counseling on personal and group regimens. Any engaged instructor must provide proper insurance credentials to the Managing Agent. Residents may conduct their own scheduled self-led exercise groups.

**7.3 Hours for the Clubhouse:** Regular operating hours for the Clubhouse and any dates that the Clubhouse will be closed are posted to the Residents via email, on the Website and at the front desk of the Clubhouse.

#### **7.4 General Rules for Clubhouse Use:**

- A. Operational and maintenance responsibility for all fitness and social facilities at the Clubhouse rests with the Managing Agent under the oversight and advice of the Buildings and Streets Committee. All activities for Residents and guests are under the oversight and advice of the Social Committee.
- B. Locker rooms and showers are provided for the use and enjoyment of Residents and guests. Lockers are available on a first-come, first-serve basis. Locker and shower facilities are accessible for the physically challenged. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping shall be the responsibility of the user.
- C. A safe and sanitary environment is to be maintained on a regular basis. If unacceptable conditions occur, the Managing Agent reserves the right to close the facility at any time to preserve the health and well being of Residents and guests.

- D. Food or beverages are not permitted in any of the exercise areas of the Clubhouse except for bottled water. This includes the Pool, Spa, Exercise Room, and Yoga Room. No glass containers of any kind are permitted in the exercise rooms or the pool area.
- E. All users are expected to comply with posted rules and verbal instruction from the Clubhouse staff.
- F. The central audio system throughout the Clubhouse can be controlled within various areas. It is provided for the convenience and enjoyment of all users and may be silenced in any area when requested.

**7.5 Safety and First Aid:** In the event of an emergency, please dial 911 and notify the Front Desk. Automated External Defibrillator (“AED”) machines are located at the Front Desk and in the Fitness Room. A First Aid kit is located at the Front Desk.

#### **7.6 Exercise Room and Yoga Room:**

- A. These facilities are intended to promote low to medium range strength, muscle toning and cardiovascular exercise. A preference is given to individual, self-directed activity. Any group activity will need to be scheduled and coordinated with the Clubhouse Manager to insure that all insurance and certification requirements of any trainer or instructor are met. This also applies to the educating and training of individuals on the proper and safe use of equipment.
- B. Program focus is on the safe use of equipment and the fitness needs of the majority.
- C. Prior to using these facilities, or engaging in any form of fitness program, individuals should consult a physician. Users are cautioned to not exceed their safe physical limitations.
- D. All users are expected to observe the posted rules concerning proper and safe use.
- E. Children and guests under the age of 16 may be restricted from use of this facility or require the supervision of an adult. Special minimum age requirements for the use of specific areas are posted.
- F. Appropriate fitness apparel is required, to include upper body garments and proper footwear. Sandals, shower clogs, or other similar items and dress shoes are not acceptable fitness footwear.
- G. Due to high resident demand, some equipment may be assigned a time limit for use. If there are no individuals waiting to use the equipment, individuals may

continue their workout beyond the established time limit. The Association reserves the right to impose a reservation system on equipment if additional control measures are required.

- H. Following use, equipment should be wiped down with a provided disinfectant wipe. All portable equipment (dumbbells, beauty bells, exercise mats) should be returned to their proper storage locations. In consideration of the next user, strength exercise equipment should not be left at a high level setting.
- I. Audio and television systems are provided for the convenience and enjoyment of users. Portable audio devices are permitted, but only with earphones.

### **7.7 Indoor Swimming Pool:**

#### **A. Hours and Age Limits:**

1. Unless changed by the Board, the standard pool hours are set as follows:

Adult Residents/Guests:	Anytime up until 30 minutes before closing
Children (ages 3-15):	11:00 am – 3:30 pm

Children hours may be adjusted for holidays and days with shortened hours of operation. When no Resident is using the pool, children may use the pool with permission of the Clubhouse staff.

2. Children in diapers or under the age of 3 are not permitted in the swimming pool at any time. They are permitted in the deck areas of the pool under adult supervision, as long as they do not disturb Residents and guests. Children under the age of 12 must have adult supervision.

#### **B. Sanitation:**

1. Chemicals are used to ensure a sanitary and safe water environment, and conditions are tested and documented on a regular basis. If unacceptable conditions occur, management reserves the right to close the facility at any time to preserve the health and well being of pool users.
2. Showers must be taken before entering the pool. If sun oils or lotions are used, then showers must be taken before reentering the pool.
3. Swimsuits are required. Any form of street clothes is not acceptable.

#### **C. Safety:**

1. Lifeguards are NOT provided during the hours of operation of the swimming pool. Safety equipment is available at poolside for emergency use only. A wall phone is mounted in the indoor pool if 911 or the Clubhouse staff is needed.
2. Diving is not permitted at any time.
3. The use of swim fins, face masks, footwear, rafts or toys/games of any nature, inner tubes, or other inflatable devices, is restricted. Specific exemptions may be granted for participants of water aerobics programs and workout swimmers. If medical conditions warrant the use of equipment, exemptions may be granted. Small children in the pool, under the direct supervision of an adult, may wear inflatable flotation devices as a precautionary safety measure.
4. In no instance will alcoholic beverages be allowed in the pool. Individuals who have recently consumed alcoholic beverages should avoid using the pool.
5. Running or other boisterous behavior is not permitted. While we expect children to be reasonably controlled, some discretion will be exercised in determining what boisterous or otherwise unacceptable behavior is. Residents are asked to please be reasonable in this respect when assessing children's behavior and the potential impact on other users.
6. Lane dividers are used as a safety measure to separate lap swimmers from other pool users, properly guide the lap swimmer, and preclude injury from interference outside the lanes.

D. Planned events and Activities in the Pool Area:

1. Residents or groups may request use of the pool for planned events. Once approved, the dates and times of planned events will be posted well in advance.
2. Use of the pool may be limited at times for the authorized use of physically challenged groups or those desiring instructed aquatic exercise. In all cases, these times will be posted.
3. Special devices for the physically challenged, such as entry ramps, may be used at the discretion of a Resident or their guest.
4. If lanes separated by floating dividers for lap swimming are fully occupied, and other individuals are waiting to swim, the time of use will be limited to 45 minutes.

## **7.8 Pool Spa:**

- A. Water in the Spa (or hot tub) is maintained at a temperature that can be as high as 104 degrees Fahrenheit, and is intended to relax muscles. Any vigorous exercise in the spa should be avoided. In this environment, exercise has a tendency to aggravate an ailment rather than improve it.
- B. Individuals with hypertension, heart conditions, or those on medication for any reason should not use the Spa without first consulting with a physician. Individuals who have recently consumed alcoholic beverages should avoid using the Spa altogether.
- C. Even as needs and preferences vary, 15 minutes is generally considered to be sufficient for muscle relaxation and general enjoyment. When exiting the Spa, please do so very slowly, using the steps and handrails.
- D. Operation of the spa jets is self-controlled by the user. All posted operating instructions must be followed.
- E. Spa hours for adults and children are the same as those for the pool. Children under the age of 12 are not permitted in the Spa.
- F. All general rules for the Pool also apply for the Spa.

## **7.9 Rules for the Social Areas of the Clubhouse:**

- A. Association Sponsored Use of Clubhouse:
  - 1. Residents utilize the rooms in the Clubhouse for social gatherings, entertainment, and meetings. The Social Committee oversees scheduled organized social events open to all Residents. Residents may freely assemble and organize smaller scaled activities.
  - 2. All event set-ups, takedowns and moving of tables and chairs will be accomplished or coordinated by the Clubhouse staff and volunteers.
  - 3. Catered or otherwise provided food service is to be staged and served in the Learning Center or Café instead of in the Ballroom. Of course, food and drink may be taken into and consumed in the Ballroom. Drinks and snacks are allowed as permitted in the social areas of the Clubhouse.

## B. Special Use of Clubhouse:

1. Some areas of the Clubhouse may be reserved for non-Association sponsored social functions in accordance with the Clubhouse Special Use Event Policy in Appendix A hereof. Fees may be charged for such non-Association social functions.
2. Room capacities and various set-up arrangements can be obtained from the Clubhouse Manager. Information regarding the use of audiovisual equipment and individual room sound controls is also available.
3. Rooms may be decorated in good taste, but only with the advance approval of the Social Committee or Clubhouse Manager. Under no circumstances will decorations be allowed that mar or otherwise adversely alter the interior décor of the facility.
4. Entertainment groups may be contracted by the Association, or by a sponsoring group. Due to sound system and electrical requirements, close coordination is required with the Clubhouse Manager. If professional film, script, production, or sound-type entertainment is provided, close coordination is required to ensure that proper licensing and/or royalty fees have been accommodated, or waived.

C. Use of Alcohol - In all situations, alcohol that is sold for consumption must be sold only under the auspices of a Virginia ABC liquor license and in strict compliance with all laws governing the sale of alcohol. Whether alcohol is sold under a license or dispensed in a private party setting, the event sponsor remains responsible for the propriety of the event. For scheduled social gatherings of Residents, a BYOB policy is usually in effect. However, in no case will any rude or intoxicated behavior be tolerated.

**7.10 Learning Center:** This multipurpose room is used for arts and crafts, meetings, classes, speakers, and food staging for social events. There is an in-room sink and an adjacent kitchen and storage rooms. Any Resident or group using the room should leave it as clean and orderly as it was before they used it.

**7.11 Ballroom:** The grand Ballroom is used for meetings of the Members and of the Board, for guest speakers, for catered dinner events, and for entertainment events. All scheduled activities in the Ballroom need to be coordinated with the Clubhouse Manager. The Ballroom is not to be used for group exercise activities unless approved by the Board.

**7.12 Café:** This area is for casual gatherings and for scheduled events such as morning coffee groups, happy hour gatherings, playing games, and meetings of groups and

committees. There is an adjacent kitchen and a large wet bar in the café for food and drink service.

**7.13 Library:** The Library is primarily used for reading, polite conversation and working on jigsaw puzzles. The gas fireplace may be used when suitable. The Association maintains a collection of books, DVDs, audio CDs and other reading materials that consists primarily of donations made by Residents. Anyone desiring to donate suitable items to the collection should contact the Clubhouse Manager. All materials may be borrowed and returned to the Clubhouse, except for reference books, periodicals and newspapers.

**7.14 Card Room:** The Card Room is primarily used for various card, board and other games, for occasional movie viewings and for meetings. The collection of DVDs and audio CDs are located in this room.

**7.15 Billiard Room:** Children and guests under the age of 16 are prohibited from using the Billiard Room unless accompanied by a Resident. Only drinks are permitted at the side tables. No food is allowed. Residents and guests are to use care when using the equipment provided in the room and to leave the room in an orderly fashion when done, including covering the tables.

## CHAPTER 8

### USE OF OUTDOOR COMMON AREAS

**8.1 Outdoor Areas:** There are various outdoor areas throughout the community that can be used for self-directed or passive recreation activities, e.g., walking paths, pocket parks, lakeside views, sitting areas, and open areas adjacent to Association facilities. All areas are unsupervised and caution should be exercised when using them.

**8.2 Bikes:** Bicycles may be ridden on the walking paths if riders observe common bike safety rules and are considerate of those walking on the paths. Motorized bikes are restricted to street use.

**8.3 All-Terrain Vehicles and Snowmobiles:** Snowmobiling is prohibited on all Association properties. The use of an off-road ATV is strictly prohibited; on-road use may be permitted if requested.

**8.4 Hunting:** Both hunting and the discharge of firearms are strictly prohibited.

**8.5 Fireworks:** Fireworks and sparklers are prohibited anywhere in the Common Areas including the Clubhouse, except for shows sanctioned by the Association.

**8.6 Operation of Motor Vehicles on Association Roads:** This includes any motorized vehicle such as an auto, truck, motorbike, golf cart, construction machine, etc. Any operator who drives or is in actual physical control of a motor vehicle on the Association's roadways is expected to adhere to all Virginia motor vehicle regulations including, but not limited to, stop signs, speed limits, and laws prohibiting operation of vehicles while under the influence of alcohol or drugs (DUI). Any accident, whether or not there are injuries or property damage, that results from negligent driving will be the sole fault of the negligent motor vehicle operator. All traffic signs within the community apply to anyone who traverses the community roadways either as Residents, visitors, builders, or vendors. Repeated negligent driving by a Resident or their guests may prompt action by the Board under Section 4.3 hereof.

**8.7 Golf Carts:** Golf carts are permitted as long as all safety rules are observed. All motor vehicle rules of Section 8.6 apply to golf carts and the carts must be in sound and safe working condition. Golf Carts shall not be operated on community sidewalks or on landscaped common areas. Allowance for the street use of golf carts is intended to be a privilege and convenience to Residents, and any actions that threaten the safety and well being of any Resident, or otherwise infringe upon the rights of others may result in the suspension of the privilege. The carts shall be operated by persons over the age of sixteen (16) who have a valid driver's license. Storage of golf carts must comply with the Governing Documents. The carts must be stored inside when not in use and any outside storage, including driveways, is prohibited.

**8.8 Resident Modifications in Common Areas:** Residents are welcome to offer their voluntary support in the maintenance of the Areas of Common Responsibility. However, all endeavors by Residents need to be coordinated under the oversight of the Board, the Managing Agent and the Landscaping and Grounds Committee. Any action by a Resident creating a problem in the Common Area that adversely impacts the Association, either aesthetically or financially, could result in disciplinary action under Section 3.19 of the Bylaws.

## CHAPTER 9

### CHARTERED COMMITTEES

**9.1 Establishing Committees:** The Association Bylaws state that the Board may establish such chartered committees to perform tasks and functions as the Board may designate. The Association, as a non-stock corporation in Virginia, must also adhere to all pertinent state codes, including Virginia Code 13.1-869; and the committees all serve at the pleasure of the Board.

**9.2 Charter:** Each committee is to be established by a charter that specifies the committee's purpose and responsibilities. Any responsibilities derived from the

Governing Documents needs to be included with references. This Chapter 9 that applies to all committees needs to be cited in the charter of each committee. Charters may be updated with Board approval whenever needed; and, all revisions shall be documented with a revision history page that is included with the charter.

### **9.3 Membership and Organization:**

- A. Each committee shall consist of at least three (3) and no more than seven (7) members. Each committee will be allowed to determine the best operating number of members. However, the Board may require a higher minimum number when justified. If a committee deems it necessary to have more than seven (7) members, the committee may petition the Board for additional members.
- B. In conducting its business, a simple majority of members shall constitute a quorum.
- C. The Board may fill any vacant seat in compliance with the Committee Application Procedure in 9.4 hereof. There shall not be more than one member of a household serving on a committee at the same time.

### **9.4 Committee Application Procedure:**

- A. The chairperson of the committee posts a notice to the community of a committee opening, and will state any experience or qualifications that would be useful. A copy of the Committee Membership Application Form is attached to the notification. The application period is a minimum of two weeks, but not more than three weeks.
- B. Interested applicants will fill out the application form and return it to the chairperson.
- C. The chairperson checks with the Managing Agent to verify that the applicant is a Resident of the Association in good standing and with the Covenants Committee to verify that the applicant has no outstanding covenants violations.
- D. At the end of the application period, the committee selects a preferred member from the verified applications. The chairperson sends the name of the recommended new member to the Board with the help of the assigned Board committee liaison.
- E. The Board votes to confirm appointment of the proposed member by either unanimous email vote or at the next Board meeting.

## 9.5 Officers:

A. There shall be a chairperson for the committee. Members of the committee will elect a chairperson each year at their first meeting following the annual Board election. The Board shall approve the chairperson of the committee. The chairperson will serve no more than two (2) consecutive one (1) year terms; however, the Board may grant an exception, if requested. The duties of the chairperson shall include, but may not be limited to the following:

1. Preparing meeting agendas,
2. Presiding over meetings,
3. Providing each committee member an opportunity for input,
4. Ensuring each committee member and those attending the meeting are treated fairly and with respect,
5. Assigning committee members tasks as necessary,
6. Serving as the committee liaison to the Managing Agent,
7. Ensuring the committee is performing duties as detailed in the charter and as requested by the Board, and
8. Representing the committee to the Board on all matters.

B. Other officers should be elected by the committee membership at the same time as the chairperson is elected. At a minimum, the committee shall elect a secretary who shall be responsible for recording accurate minutes of meetings and submitting them to the Board, to the Webmaster of the Association's Website, and to the Managing Agent, in a timely manner.

C. Each committee preferably should have a chairperson and a vice-chairperson in lieu of co-chairpersons.

D. The chairperson may not serve concurrently as the chairperson of any other chartered committee.

## 9.6 Meetings:

A. The chairperson or their designee shall be responsible for conducting all meetings of the committee.

- B. The committee shall either publish a long-range calendar of meetings or set a regular meeting date. Each committee shall meet at least four (4) times per year. Additionally, the committee shall make sure that the meeting place is known and accessible to all Association Members. The committee shall provide notice to the community at least 72 hours before the time set for the meeting. All committee meetings shall be open to all Members of the Association. The committee shall reserve a time at its meeting to allow input from any Owner or Resident present at the meeting.
- C. The chairperson may call a special meeting of the committee upon five (5) days notice to the committee members if the notice informs the members of the purpose of the meeting. Advanced notice of a special meeting is waived if consented to by all members of the committee, or if all members of the committee are present at such a special meeting. The committee is required to notify Residents of any special meetings.
- D. A quorum of members must be present in order to convene a meeting or conduct business. A quorum shall be present if the simple majority of the committee members are present at any regularly scheduled or special meeting. If the committee is unable to convene a meeting due to a lack of a quorum, the chairperson may either reschedule the meeting or adjourn the meeting to the next regularly scheduled meeting date.
- E. The vote of a majority of committee members present at a meeting with a quorum shall constitute the decision of the committee. Voting, or any confirmation of a vote taken between meetings, is to take place in open session. Any action required, or permitted, at a committee meeting may be taken without a meeting if consent, in writing, setting forth the action taken, is obtained from all the committee members. Any such consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the committee. If required, the committee may convene into executive session in accordance with Virginia Code 55-510.1 (C) to discuss an issue.
- F. The secretary of the committee shall take minutes at every meeting. Minutes shall include a record of the date, time, and place of the meeting; attendance of committee members and others; approval of past minutes; reports given; ratification of actions taken without a meeting; issues considered and any motions made and whether, or not, they carried; and, any other decisions made or votes taken by the committee. Minutes shall also reflect the purpose and timing of any motion to enter into or exit from executive session.

### **9.7 Communications:**

- A. The chairperson, or their designee, shall attend each regularly scheduled Board meeting. The committee representative may present recommendations, update the Board on the status of pending committee tasks, request assistance from the Board, and answer any questions the Board may have regarding committee assignments.
- B. The committee will communicate its activities to the Members of the Association periodically through the Association's Website, Newsletter, email, or any other communication vehicle of the Association.

### **9.8 Removal or Suspension of Members:**

- A. The Board may remove any committee member, including the chairperson with, or without, cause upon three (3) days written notice.
- B. A committee member may be removed upon written notice from the chairperson for failure to attend three (3) consecutive committee meetings without cause or notification. The committee may make recommendations to the Board regarding the removal of committee members upon a majority vote of the committee.
- C. No Owner shall continue to serve as a committee member if such Owner is more than sixty days delinquent in meeting financial obligations of the Association.

### **9.9 Board Committee Liaison Role:**

- A. Each committee will have a member of the Board who will act as liaison to that committee.
- B. The role of the committee liaison is to provide each committee with an advocate on the Board.
- C. The committee liaison is expected to be current with the activities of the committee.
- D. While the chairperson remains responsible for all official committee communications with the Board, the committee liaison will provide a secondary, informal, channel of communication with the Board, if needed. The liaison role is to facilitate the flow of information from the committee to the Board and from the Board to the committee.
- E. The Board committee liaisons shall regularly attend the meetings of the committees for which they are assigned.



## Appendix A

### Clubhouse Special Use Event Policy

The Clubhouse at Four Seasons at Charlottesville is managed under the direction of the Board of Directors for the use of the Residents. The Association regularly provides for various events for the Residents and their guests. At the discretion of the Board, the Clubhouse is also available for Special Use Events that are sponsored by Residents such as weddings, receptions, family gatherings, banquets and meetings. To better manage and operate the Clubhouse, the Board has established guidelines and procedures for non-Association use of the Clubhouse.

#### A.1 General Guidelines for Special Use:

- A. Space within the Clubhouse will not be rented or leased to a commercial business or for a commercial venture. A waiver may be granted by the Board for an event that is limited to only Residents at which sales occur.
- B. The Board retains the right to refuse making the Clubhouse available to any group or individuals.
- C. Rules and regulations regarding the special use of the Clubhouse for specific single events may be changed from time to time by the Board.
- D. All special use events sponsored by Residents must be submitted to the approval process described in Section A.4 hereof. Any events sponsored by the Board may be submitted to the process described in Section A.4 solely for the purpose of resolving issues relating to the event.
- E. All food shall be set-up and served only in the Learning Center, the Kitchens, the Foyer or the Cafe; no food shall be set-up or served in the Ballroom.
- F. At least one Clubhouse staff member must be present during all events.
- G. Any set up for a Resident sponsored event is the responsibility of the sponsor with Clubhouse staff supervision.
- H. All vehicles, including buses and limos, must be parked in designated parking areas at the Clubhouse. No parking will be allowed on any of the residential streets.
- I. The Clubhouse may not be used for a funeral with remains. However, memorial services are allowed. Memorial services for Residents will not be charged any fees if held during regular Clubhouse hours.

J. A Home Owner that is not currently a Resident of the community may also submit an application as the requesting sponsor of an event subject to the approval process in Section A.4.

**A.2 Areas Available for Special Use:** Certain areas of the Clubhouse are available for special use. A Resident may request the use for various portions of the Clubhouse. All selected areas include access to the main entrance, foyer, coat closet and bathrooms. Refer to Appendix C hereof to see the floor plan of the Clubhouse. The special use areas of the Clubhouse for one-time events are:

- Area A: The Ballroom and Kitchens.
- Area B: The Café and Kitchens.
- Area C: The Learning Center and Kitchens.
- Area D: Patio and grounds adjacent to the Clubhouse.
- Area E: Card room and Kitchens

**A.3 Special Use Definitions and Fees:** The various types of special uses are defined below. The Board reserves the right to modify any fees and deposits that will be charged. The currently set schedule of fees due for an event will be posted and provided with the application form.

- A. Open-to-the-Community Event – A one time Resident sponsored event where the event is open to all Residents of Four Seasons plus visitors and family members; these events are to be held in a choice of the areas specified in Section A.2 above. A memorial service would be an example of this type event.
- B. Large Private Event – This is a one time Resident sponsored private event where the majority of the invited guests, including visitors and family members, are NOT Residents of Four Seasons. These events are to be held in a choice of the areas specified in Section A.2 above.
  - 1. Not for the Direct Benefit of the Resident – Examples include wedding receptions for grandchildren of a Resident and office parties.
  - 2. For the Direct Benefit of the Resident – Examples include the Resident’s own wedding, birthday or anniversary events, and family reunions.
- C. Small Private Event – A one time Resident sponsored private event where the majority of the invited guests, including visitors and family members, are NOT Residents of Four Seasons. These events are to be held only in the Learning Center, during normal Clubhouse hours and are for less than 40 attendees.

- D. Resident Hosted Event – One time Resident sponsored event where attendance is by invitation and the majority of the guests, including visitors and family members, are Residents of Four Seasons. These events are to be held in a choice of the areas specified in Section A.2 above. Birthday and anniversary parties for Residents would be examples of this type event.
- E. Small Group Meeting – Recurring Resident sponsored meeting of a small outside group to which the Resident belongs; examples include garden club and charity groups. The organization must be nonissue-based. A small group meeting must be held during regular Clubhouse hours and must be held in either the Learning Center or the Card room; however, if the event is held in the Card Room, a damage deposit may be required which is returnable if no damage occurs. The organization must provide its own setup and cleanup. It may bring in and serve refreshments.
- F. Board Sponsored Event – The Board may sponsor an event where the majority of the invited guests may or may not be Residents of Four Seasons. Events to support a charity or civic group would be examples.

#### **A.4 Special Use Event Request Procedures:**

- A. The sponsoring Resident requester or Board (“Requester”) verifies available dates with the Clubhouse Manager. The Clubhouse Manager places a hold on the selected date and provides the Requester with an application and a copy of Appendix A hereof. The Clubhouse Event Application and Agreement Form can also be downloaded from the Website.
- B. Requester shall complete the Clubhouse Event Application and Agreement Form and submit it to the Clubhouse Manager in sufficient time to allow for all required approvals (two to three weeks); the Clubhouse Manager shall forward copies of the application to the members of the Clubhouse Special Use Committee (see Appendix B hereof).
- C. Approval of the special use request consists of the following steps:
1. The Clubhouse Manager will contact the Requester and the other members of the Special Use Committee to set-up a meeting within one week of receiving the application. The meeting will be held at the Clubhouse at a time convenient to all, but within one week of receiving the application.
  2. At the meeting, the members of the Special Use Committee and the Requester will review the Clubhouse Event Application and Agreement Form and will attempt to reach an agreement on all matters of the event the Requester is sponsoring. At the end of the meeting if the Requester is not the Board, the

Special Use Committee will either approve the application and inform the Requester of their decision, or the Special Use Committee will advise the Board, within three days, on any unresolved issues and why the Special Use Committee did not approve the event. The members of the Special Use Committee will inform their respective standing committees of any decision.

3. Whenever a Special Use Event is approved, the approved Clubhouse Event Application and Agreement Form will become the Special Use Event Agreement for that event.
- D. The Clubhouse Manager adds the event to the Clubhouse calendar and notifies the Management Company of any off-hours staffing requirements.
- E. The Requester finalizes the Special Use Event Agreement with one or two checks payable to the Four Seasons at Charlottesville Community Association, Inc. for any required amounts. There should be one check that covers the usage, cleaning and staffing fees, and a separate check for a damage deposit.
- F. The Requester arranges a pre-event walk-through with the Clubhouse Manager. This should be scheduled no more than 3 days before the event. During the walk-through, any existing damage is to be documented.
- G. The Requester schedules a final walk-through with the Clubhouse Manager within 48 hours after the event. Any new damage is documented. The deposit is used to remediate any damages; and the residual deposit, if any, is returned. Remediation for damages may include, but is not limited to, costs to repair or replace.

**A.5 Alcohol Laws:** All persons using the Clubhouse for a private event must obey all local and Virginia Alcoholic Beverage (ABC) laws. If the event includes an open bar, an ABC License is not required from the Requester; however, if the event includes a cash bar, an ABC License will be required. A copy of the ABC license must be submitted to the Clubhouse Manager and posted at the event. All serving or selling of Alcohol must terminate an hour before the end of the event. Violation of this policy may result in the forfeiture of all damage deposits. Alcohol is only allowed in the designated areas.

**A.6 Entertainment:** The performance of entertainment procured by a Requester must be maintained at a reasonable noise level that does not interfere with Residents living near the Clubhouse. Entertainment must remain inside unless pre-approved in the Special Use Event Agreement.

**A.7 Closing Hours:** All functions at the Clubhouse will cease no later than 12:00 midnight Sunday through Thursday and 1:00 am on Friday and Saturday.

**A.8 Open Doors Rule:** If the Requester chooses to prop any of the outside doors open, the HVAC system must be turned off. Only the front doors, the door at the west end of the building, and the doors exiting to the patio may be used by Requesters. The remainder of the building that is not identified in the Special Use Event Agreement is off limits to all visitor guests, unless they are escorted by Clubhouse staff or a Resident of the Association.

**A.9 Trash Removal:** All Clubhouse users are responsible for the removal of their trash, the cleanup of the areas used, and the cleaning up of spills. Trash receptacles are located on the side of the Clubhouse. All cleaning supplies and trash bags must be provided by the event Requester. All food left in the kitchen/refrigerators must be removed the day following the event or it will be discarded.

**A.10 Smoke-Free Environment:** The Clubhouse has been designated as a smoke-free zone. No smoking is allowed anywhere inside the building or outside the building within 50 feet of any entrance or exit door.

**A.11 Decorations and Set Up:** Use of any Clubhouse equipment, including tables and chairs, must be specified in the Special Use Event Agreement. Setup of Clubhouse equipment must be coordinated with the Clubhouse staff. No changes can be made without getting additional approval.

**A.12 Fire and Safety:** Adherence to the maximum occupancy of the Clubhouse, including each room and the parking lot, must be followed at all times. All fire and safety procedures must be followed. Designated exit doors must not be blocked. No open flames or candles are allowed without official approval. If so approved, any damage is the responsibility of the Requester. The Requester may secure commercial services for security; however, the secured entity must coordinate with the Managing Agent and adhere to all rules of the Managing Agent.

**A.13 Children and Pets:** All children must be accompanied with an adult at all times. No animals are allowed at any event except for service animals.

**A.14 Storage:** Storage space may be available upon request.

**A.15 Adherence To Rules:** The Clubhouse staff has the right to shut down any event if the special use agreement is not being followed, if the safety of the attendees and others becomes jeopardized in any fashion, if the building is being abused, or if Association property is not being properly respected.

**A.16 Changes to a Special Use Event Agreement:** Any changes to an approved Special Use Event Agreement must be approved before the event begins. Failure to comply with this policy may result in the forfeiture of some or all deposits and may even result in the event being canceled.



## Appendix B

### Reference List of Personnel and Forms

#### Property Management

Managing Agent: Management Services Corporation (MSC), Charlottesville, Virginia.

Clubhouse Manager: The Clubhouse Manager is an employee of the Managing Agent as is the Clubhouse staff supporting the Clubhouse Manager.

#### Dwelling Unit Modifications

Modification Application: This is the application form that a Home Owner submits to the Modifications Committee that details the plans for any proposed improvement or change to a Dwelling Unit.

#### Association Committees

Committee Membership Application Form: This is the form that a Resident needs to complete and submit when applying to become a member of a chartered committee.

#### Special Use of the Clubhouse

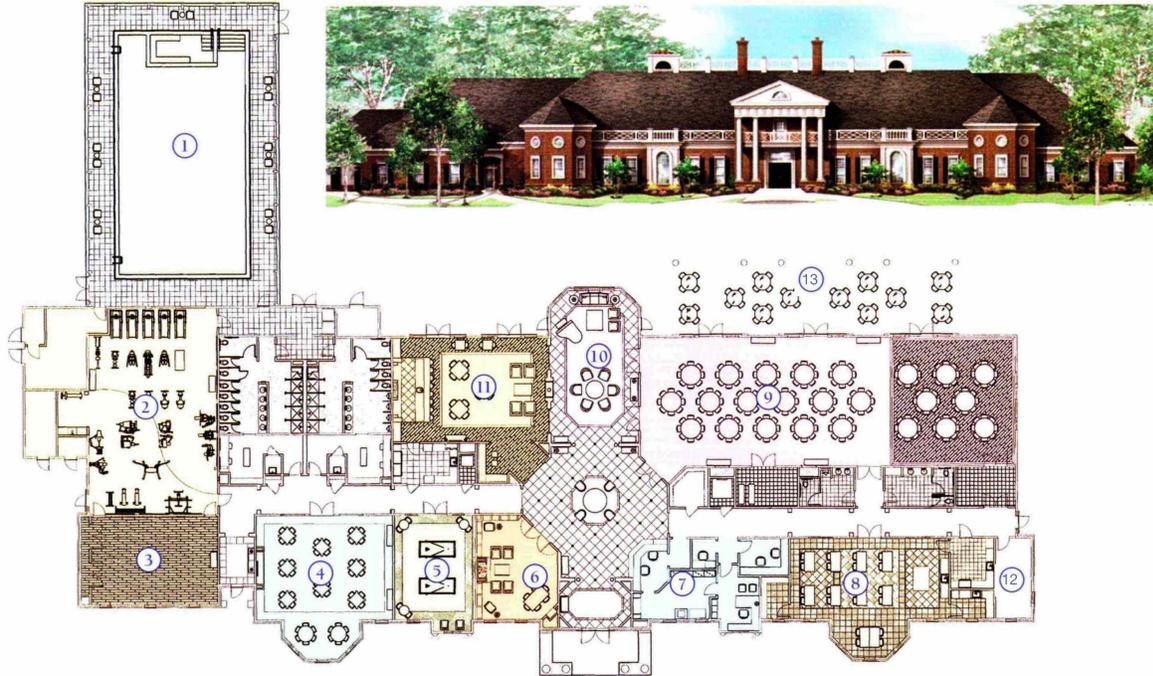
Special Use Committee: A five member ad hoc committee consisting of two members of the Social Committee, two members of the Buildings and Streets Committee, and the Clubhouse Manager. The Special Use Committee convenes to review and consider for approval requests from Residents to use the Clubhouse for a Special Use Event. The Clubhouse Manager is a non-voting member.

Clubhouse Event Application and Agreement Form: This is the form that a Resident needs to complete and submit for approval whenever the Resident wants to sponsor a Special Use Event at the Clubhouse.

Special Use Event Agreement: This is a modified, if necessary, Clubhouse Event Application and Agreement Form that has been approved and signed.

## Appendix C

### Clubhouse Floor Plan



1. Pool and Spa
2. Exercise Room
3. Yoga Room
4. Card Room
5. Billiards Room
6. Library
7. Front Desk and Management Office
8. Learning Center
9. Ballroom
10. Lounge
11. Café
12. Board Office
13. Patio

## Appendix D

### Glossary of Terms Used in the Governing Documents

**Activity Cards:** Cards which are issued by the Association in accordance with the terms and conditions set forth in Section 2.2 of the Declaration and which confer upon the holder rights of access to and use of recreational facilities and other Common Areas within the Properties.

**Additional Land:** The portion of the Project that is not included in Exhibit A of the Declaration. The Additional Land is yet to be subdivided into lots and it is currently being marketed for development. The Additional Land is a portion of the Properties that is described and designated in Exhibit B of the Declaration.

**Age-Qualified Occupant:** Any individual who is either (a) 45 years of age or older who owns and occupies a Dwelling Unit and was the original purchaser of the Dwelling Unit, or (b) 55 years of age or older who occupies a Dwelling Unit.

The terms "occupies" shall mean staying overnight in a particular Dwelling Unit for at least ninety (90) days in a consecutive twelve (12) month period.

**Area of Common Responsibility:** The Common Area, together with such other areas for which the Association has or assumes responsibility for maintenance pursuant to the terms of the Declaration as amended or another applicable covenant, easement, contract, or agreement.

**Articles:** The Articles of Incorporation of the Four Seasons at Charlottesville Community Association, Inc. as filed with the State Corporation Commission of Virginia.

**Association:** Four Seasons at Charlottesville Community Association, Inc., a non-stock corporation, its successors or assigns.

**Base Assessment:** Assessments levied on all Dwelling Units subject to assessment under Article VIII of the Declaration to fund Common Expenses for the general benefit of all Dwelling Units. Section 3.g of the 2011 amendment to the Declaration adds Clubhouse expenses while the Association is managing the Clubhouse and Section 1 of that amendment states that no Dwelling Unit is required to pay assessments until it has a Home Owner.

**Benefited Assessments:** Assessments levied against a Dwelling Unit in accordance with Section 8.8 of the Declaration.

**Board:** The board of directors of the Association.

**Builder:** Any Person that purchases one or more parcels of land within the Properties for subdivision, development, construction of homes and/or resale in the ordinary course of such Person's business.

**Bylaws:** The Bylaws of Four Seasons at Charlottesville Community Association, Inc., a Virginian non-stock cooperation.

**Capital Contribution:** A fee that is due to the Association upon the initial closing of a Dwelling Unit from a Builder to a Home Owner for value as defined in Section 8.5 of the Declaration.

**Clubhouse:** The Clubhouse is intended for the benefit of all Owners of the lots within the Project, including the Dwelling Units in Four Seasons, Phase One. The parcel of land on which the Clubhouse is located is the Clubhouse Parcel. Per the 2011 amended Declaration, the Clubhouse and Clubhouse Parcel will eventually convey to a Master Association for the Project along with the defined Joint Phase One Common Areas that are currently in Four Seasons, Phase One. For now, the Association is managing the Clubhouse and Clubhouse Parcel as part of its Area of Common Responsibility per Section 3 of the 2011 amendment to the Declaration.

**Common Area:** Those portions of the Properties which are described and designated as "Common Area" in Exhibit A of the Declaration, as Exhibit A may be amended or supplemented from time to time, together with all improvements located above and below the ground and rights appurtenant thereto. The Common Area shall generally include community wide recreational facilities, open space, detention areas, green areas and streets, sidewalks, streetlights, water mains or sanitary sewers or other improvements to the extent that the same have not been dedicated to the County or to the Commonwealth of Virginia.

**Common Expenses:** These are the expenses of operating and maintaining the Area of Common Responsibility plus limited expenses for maintenance of Dwelling Units. A description of expenses is found in Section 1.14 and the amended Section 8.3 of the Declaration and in Section 3.g of the 2011 amendment to the Declaration.

**Community-Wide Standard:** This is the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards may be defined in the Declaration, the Design Guidelines or these Rules and Regulations. Some standards may be specifically determined and modified by the Board.

**Declaration:** The Declaration of Covenants, Conditions, and Restrictions imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and

preservation of the Properties. In furtherance thereof, this Declaration provides for the creation of the Four Seasons at Charlottesville Community Association, Inc., a Virginia non-stock corporation, to own, operate and maintain the Common Area, and to administer and enforce the provisions of the Governing Documents. The Declaration, including all amendments, is filed in the public records of Greene County, Virginia.

**Design Guidelines:** The written design and construction guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Article IX of the Declaration.

**Dwelling Unit:** A portion of the Properties which is described and designated as a lot in Exhibit A of the Declaration, or as provided for in Exhibit A, as Exhibit A may be amended from time to time. A Dwelling Unit will either be:

- (a) a subdivided lot or portion thereof which is legally described in the deed which conveys such portion to the first purchaser thereof, as more fully provided in Exhibit A, and which is, or is planned to be, improved with a single family attached or detached home or
- (b) a condominium unit.

**Governing Documents:** A collective term including the Declaration, the Bylaws, the Articles, the Design Guidelines, the Rules and Regulations and any other rules, regulations or policies adopted by the Board, as any such documents may be amended from time to time.

**Home Owner:** An Owner other than a Builder.

**Master Plan:** The conceptual land use plan for the development of Four Seasons at Charlottesville, as it may be amended from time to time, which plan shall include the real estate described in Exhibit A of the Declaration and may include a portion or all of the real estate described in Exhibit B of the Declaration and other real estate.

**Member:** A Person entitled to membership in the Association pursuant to Section 3.2 of the Declaration. Every Owner shall be a Member of the Association and multiple Owners of a Dwelling Unit shall share the privileges of such membership.

**Owner:** One (1) or more Persons, which may include a Builder, who hold the record title to a Dwelling Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**Person:** A natural person, corporation, partnership, limited liability company, trustee, or any other legal entity.

**Plat:** A plat of subdivision for a portion of the Properties, which is recorded in the Public Records of Greene County.

**Project:** The approximately 204 acres known as Four Seasons in Greene County that was zoned Senior Residential for a maximum of 650 homes in 2004. The zoning requires that at least 20% of the land must be open or common area and that at least 4% must be developed as a community clubhouse center or recreational facilities for the use of the residents. The site Master Plan that was approved in 2005 allowed for 535 age-restricted, single-family detached homes. That plan allowed for development in five phases; however, only Phase One has been developed along with the Clubhouse. Only the 144 lots and Parcel A common area in Phase One are included in Exhibit A of the Declaration; the remainder of the land is included in Exhibit B of the Declaration.

**Properties:** The real estate described in Exhibit A of the Declaration, as amended from time to time, including such additional real estate as is annexed to the Declaration (especially from Exhibit B) and is described in Exhibit A of the Declaration by a Supplemental Declaration, as provided in Article VII of the Declaration.

**Regulated Work:** As defined in Section 9.1 of the Declaration, Regulated Work shall consist of and include excavating, filling, grading, installation or alteration of landscaping, construction of a building, driveway, walkway, porch, patio, deck, balcony, flag, flagpole, sign or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Properties or any modification, alteration, major repair, renovation, addition or removal of or to any of the foregoing which is visible from outside of a Dwelling Unit. Regulated Work shall not include repainting the exterior of a structure in accordance with the originally approved color scheme or rebuilding of damage to a Dwelling Unit in accordance with originally approved plans and specifications.

**Resident:** Any of the following individuals occupying a Dwelling Unit:

- (a) any Age-Qualified Occupant;
- (b) any Person 19 years of age or older occupying a Dwelling Unit with an Age-Qualified Occupant; and
- (c) any Person 19 years of age or older who occupied a Dwelling Unit with an Age-Qualified Occupant and who continues, without interruption, to occupy the same Dwelling Unit after termination of the Age-Qualified Occupant's occupancy thereof.

An individual who occupies a Dwelling Unit but does not satisfy the criteria of (a), (b), or (c) above shall not be deemed to be a Resident and shall not be entitled to any rights or privileges granted to a Resident hereunder.

**Special Assessment:** Assessments levied by the Board in accordance with Section 8.7 of the Declaration.

**Subsequent Member Fee:** A fee that occurs when a Home Owner sells a Dwelling Unit to a new Home Owner. The fee will be charged by and payable to the Association. The Subsequent Member Fee shall be the responsibility of the seller and/or the buyer as their contract provides and will be secured by the Association's lien for assessments, as further provided in Sections 8.6 and 8.9 of the Declaration. The Subsequent Member Fee is subject to an increase upon the resolution of the Board.

**Supplemental Declaration:** An amendment to the Declaration filed in the Public Records pursuant to Article VII of the Declaration which subjects additional real estate to the Declaration as part of the Properties, identifies any Common Area and Dwelling Units within the additional real estate, amends Exhibit A to reflect the addition of such real estate and the characterization thereof, and/or imposes, expressly or by reference, additional covenants, conditions, restrictions, easements or obligations on the real estate described in such instrument.

**Voting Member:** One (1) individual shall be designated by all of the Owners of a Dwelling Unit to be the Voting Member with respect to such Dwelling Unit. If no designation is made and more than one (1) person seeks to be the Voting Member for a Dwelling Unit, the Board may either recognize one (1) individual as the Voting Member or suspend the vote for the Dwelling Unit until the issue has been resolved.

## Appendix E

### Board of Directors Designated Liaisons

**Committee Liaison:** The Board shall appoint a Board member to act as a liaison to each committee of the Association. The role of committee liaison is defined in Section 9.9 of these Rules & Regulations.

**Liaison to Greene County Government:** The Board may appoint one or more Person(s) to act as liaison(s) to the government of Greene County. The liaison role is to facilitate the flow of information from the Greene County government to the Board.

- A. Having a Greene County liaison provides the Board with a representative to advise the Board on issues in Greene County that may or do pertain to the Association and/or the Four Season at Charlottesville community.
- B. The liaison is expected to be current with the activities of the Greene County Board of Supervisors and the Planning Commission; this includes attending Greene County government meetings and maintaining a dialog with county officials.
- C. The liaison represents the Association and will refrain from expressing any opinions about the Association that have not been approved by the Board. Likewise, the liaison shall be careful in commenting on any issues in Greene County while acting as the Association liaison and avoid stating any personal opinions regarding Greene County that might be misconstrued as a position of the Association or the Home Owners in general.

**Liaison to Greenecroft Subdivision:** The Board may appoint one or more Person(s) to act as liaison(s) to the Greenecroft Homeowners Association, Inc. (Greenecroft HOA). The liaison role is to help facilitate the flow of information between the two homeowner associations.

- A. The role of the Greenecroft HOA liaison is to provide the Board with a representative to advise the Board on issues with the Greenecroft HOA that may or do pertain to the Association and/or the Four Season at Charlottesville community.
- B. The liaison is representing the Association and will refrain from expressing any opinions about the Association that have not been approved by the Board or recorded in the Governing Documents.

## CHANGE CONTROL

<b>Date</b>	<b>Version</b>	<b>Comment</b>
2/22/2012	Draft	Post Declarant version.
3/21/2012	Draft	Incorporate community responses and edits.
6/06/2012	1.0	Correct minor typo and grammatical errors.
8/08/2012	2.0	Add Appendix A - Clubhouse Event Policy.
10/13/2013	2.1	Section 3.3, last sentence reads "and their associated platted lots."
1/14/2014	3.0	Appendix A revised.
10/28/2016	4.0	Major Revision to adhere to other Governing Documents and for ease of reading and understanding.
4/18/2017	4.1	The Clubhouse Special Use Fees as set by the Board will be posted and attached to the application form.
11/30/2017	4.2	Changed the name of the Grounds Committee to the Landscaping and Grounds Committee.

The latest revision of these Rules and Regulations were adopted by the Board of the Four Seasons at Charlottesville Community Association, Inc.

*John Normand*  
Association President