



PROFESSIONALLY MANAGED BY



NEW TENANT PACKET

Welcome to the Exchange at Van Dorn

Move In/Out Policy

All residents must register with Management at least two days prior to a move. Registration forms are available; <http://exchangeatvandorn.org/resident-resources-and-forms/resident-information-sheet-2017-18/>

Moving is restricted to 9:00 am - 6:00 pm Monday – Friday and 10:00 am – 6:00 pm weekends and holidays. Noncompliance may result in an assessment charge to the Unit Owner account. <http://exchangeatvandorn.org/resolutions/policy-resolution-14-move-in-out-w-form-approved-1-2-18/>

UNIT OWNERS: If you are renting your unit, please see POLICY RESOLUTION NO. 9 LEASING AND LEASE ADDENDUM REQUIREMENTS.

http://exchangeatvandorn.org/wp-content/uploads/2009/08/policyresolution09_leaseaddendumamendment1.pdf

Contact Management at 703-461-4747 to schedule your move, and to make an appointment for registration.

Registration must be completed during business hours:

M – Thurs 9:00 AM – 7:00 PM, Friday 9:00 AM – 6:00 PM – unless otherwise posted.

Utilities

*Electricity is provided by Dominion Power. <https://www.dominionenergy.com/> or 866-366-4357

*Gas is provided by Washington Gas. <https://www.washingtongas.com/> or call 703-941-HEAT

*Cable and internet are provided by Comcast or Verizon – (FiOS is not available). Residents also have satellite options. Unit owners and residents are encouraged to review satellite installation guidelines to avoid any additional expense necessitated by corrections to address improper installation.

Unit Owners and residents wishing to install satellite dishes or antennas, must give prior written notice to the Association through the Management Office. The notice must indicate where and how the installation will occur. <http://exchangeatvandorn.org/wp-content/uploads/2008/05/policy-resolution-15-regulations-regarding-placement-of-satellite-dishes-and-antennas.pdf>

Design Standards and Modifications

Any standard addition, modification or alteration in or to a unit requires the written approval of the Board of Directors or the Covenants Committee. This includes, but is not limited to, flooring, counter-tops, cabinets or any modification that would produce “construction noise”. Painting does not require approval.

Owners wishing to make any of the changes requiring approval must submit the proper written application to the Board of Directors or the Covenants Committee with all appropriate sections completed.

http://exchangeatvandorn.org/resident-resources-and-forms/architectural-modification_form-8-2017-3/

PLEASE NOTE: All units that have hardwood flooring; Sufficient carpeting and/or rugs and padding must be maintained on a minimum of eighty percent (80%) of the floor surfaces (excluding

kitchens, closets and bathrooms) in units located over other units to adequately reduce transmission of sound between units.

Unit Keys

Unit owners may add or replace the locks on their units. Hardware changes are subject to approval by the Covenants Committee by submitting the proper written application. This ensures that the aesthetic integrity of the community is maintained. New hardware must match the design and color of the other hardware on the door.

All unit owners are required to provide a copy of their unit's key to the Management Office. This "emergency key" shall be used only in an emergency, such as fire, flood, or any other condition that would adversely affect the common elements or other units. Unit owners may optionally provide a second copy of their unit's key to the management office as a "convenience key." If a resident is locked out of his or her unit and the management office is open, the management office will provide the resident with the convenience key free of charge. *The Exchange does not provide an after-hours lockout assistance service.*

Parking Policies

You can always find the most up-to-date information about parking policies on the community website at <http://exchangeatvandorn.org/wp-content/uploads/2011/09/policy-resolution-8-vehicle-and-parking-policies-2011-09-13.pdf>

- All Residents must register their vehicles with the Management Office, and must display the assigned resident sticker on the lower right corner (passenger side) of the vehicle's windshield.
- Residents are not allowed to park in the surface/street "visitor" spaces.
- All guests parked anywhere on the property, must display an assigned visitor hang-tag.
- All vehicles must be properly registered, licensed and display the proper tags and inspections, if applicable.

Trash

A trash compactor is located next to building 4860, adjacent to the traffic circle behind the clubhouse. Additionally, a trash room is located in the 4858 garage (located closest to Eisenhower Avenue). The trash room is immediately adjacent to the garage door that faces Eisenhower Avenue.

Items, such as furniture, no matter the size, household goods and appliances, **may not be disposed of on the property.** Residents who need to dispose of such items should have arrangements made for pickup by a local recycling center or donated to local charities. Each resident is responsible for ensuring that such objects are properly disposed of. More information can be obtained at:

<http://www.alexandriava.gov/tes/solidwaste/info/default.aspx?id=19202>

Items such as household hazardous waste and electronics can be recycled at the local center located at 3224 Colvin Street. Hours are Monday and Saturday 7:30am - 3:30pm. Items such as these should never be disposed of on the property.

Garbage, trash and moving supplies should **never** be left in the hallways. Be sure that all trash is taken to proper receptacles immediately and not left outside your door. All boxes must be

broken down/folded and neatly placed in the recycle bins. All trash bags should be securely tied and placed in the compactor or trash dumpster in the 4858 garage. Properly closing the compactor door will cause it to automatically run.

Trash should **never** be left on the ground or on top of the dumpster or compactor. Leaving trash on the ground is an invitation for rodents and other critters. Improperly disposing of trash is a Covenants Violation. Failure to comply or dumping on the property may result in an assessment charge to the unit owner account.

Animal Policies

Many residents are drawn to the Exchange because it is a pet-friendly community. However, it is, indeed, a community and thus requires all pet owners to take responsibility for their pets as a courtesy to their neighbors.

The following is a summary of "Policy Resolution No. 6: Animal Policy," adopted by the board of directors. For the text of the complete resolution, visit http://exchangeatvandorn.org/resolutions/policy-resolution-6-animal-policy_approved-12-7-17-signed-3/

- Residents of the Exchange at Van Dorn are allowed two pets, up to sixty-five (65) pounds each, per unit. In addition to these restrictions, all residents must be in compliance with any restrictions or rules set forth by the City of Alexandria.
- The total number of animals per unit, may not exceed two (2) at any time.
- Visiting animals must register with the Office if remaining on the property for more than 4 calendar days.
- All animals which may leave a unit, must be registered with the Management Office upon move in. There is one time \$55.00 fee for registering animals with the Exchange at Van Dorn.
- All animals must wear evidence of any required registrations and inoculations and be subject to a DNA saliva swabbing at the time of registration.
- While the Exchange recognizes that you love your animals, please remember that not every resident will. All residents have the right to walk through the community without other residents' animals scaring them, jumping on them, or charging at them. All animals must be either carried or on a leash at all times when they are outside their unit. This includes all hallways, stairwells, sidewalks, garages, and grassy areas. There are no exceptions.
- Animals may not be tied to anything outside.
- Animals may not be left unattended on balconies and patios.
- Animals are not allowed in the pool area.
- Animals owners are responsible for any property damage, injury, or disturbances their animals may cause. All animal owners are required to maintain an acceptable noise level with regard to their animals so as not to disturb other residents.
- All animal owners are responsible for cleaning up after their animals immediately. This applies to all areas, including hallways, stairwells, sidewalks, and grass (including in the rain and snow). Bags are provided at the many cleanup stations located across the community; however, a station being out of bags does not relieve an animal owner of their cleanup responsibility. A \$50 assessment charge will be levied on pet owners who fail to clean up after their pets, plus the cost of a positive DNA test of \$49.95, if applicable.

Patios and Balconies

- No fixtures or decorations may be fastened to the walls, ceiling, or railings, of the balconies and patios or to any exterior building wall.
 - Appropriate seasonal patio furniture may be used on the balconies and patios, indoor furniture is not allowed.
 - Balconies and patios shall not be used for storage. Small appliances, such as radios and televisions may be used on the balconies and patios, provided the noise levels are controlled to prevent disturbing the other residents and the appliances are used in accordance with local ordinances. No storage containers are permitted on the balconies or patios. *No storage is permitted in HVAC closets.*
 - Carpeting or covering of any type shall **not** be installed over the balcony or patio floors.
 - *Only electric cooking grills* may be used or stored on balconies or patios. Grills cannot sit on tables that raise the grills higher than the balcony rail itself. Grills must always be at least six inches away from vinyl or wood siding on balcony walls. Any owner with an electric grill on their balcony must also possess a fire extinguisher.
 - The following items shall not be placed on balconies or patios:
 - Bird feeders or windchimes
 - Clothing or other items for airing or drying
 - Items or furnishing which may be pushed or blown off a balcony
 - Bicycles
 - Indoor furniture
 - Rugs or trash
 - Exercise equipment
 - Children's toys or pet paraphernalia
- More information can be obtained at: [http://exchangeatvandorn.org/resolutions/policy-resolution-13-design-and-review approved-2-09-2016-signed/](http://exchangeatvandorn.org/resolutions/policy-resolution-13-design-and-review-approved-2-09-2016-signed/)

Acknowledgement:

I acknowledge that I have read and understand the items provided to me prior to moving into the Exchange at Van Dorn. All requested information has been completed and provided to the Exchange at Van Dorn Management Office.

- Resident Information Form
- Move In/Out Agreement
- Refundable \$500.00 Deposit
- Non-Refundable \$300.00 Move-In Fee
- Pet Registration Form and \$55.00 Fee if applicable. (Dog(s) must be present when registering)
- Executed Lease and signed Lease Addendum, if applicable

I also understand that all Governing Documents, and Rules and Regulations are provided on the Exchange website at: www.exchangeatvandorn.org and that any issue of non-compliance may result in assessment charges to the Unit Owner account as defined in the VA Condominium Act.

Disclosure to Tenants

Prior to a tenant’s occupancy, the Owner of the leased unit is required to provide to their tenant(s) a copy of the lease, the Lease Addendum, and the Association’s Declaration, Bylaws and Rules and Regulations.

Please see:

http://exchangeatvandorn.org/wp-content/uploads/2009/08/policyresolution09_leaseaddendumamendment1.pdf

Resident _____
Date

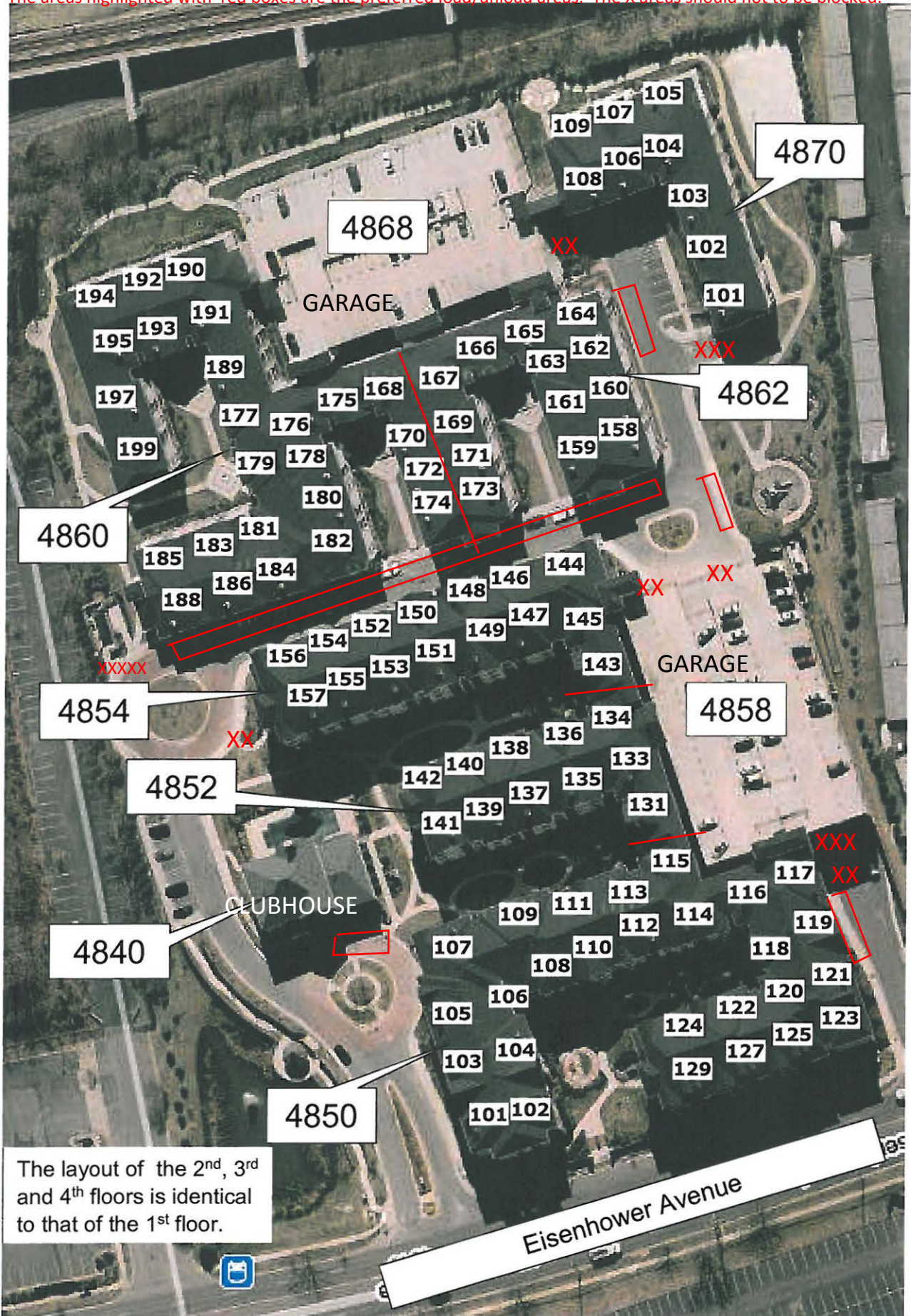
Resident _____
Date

Unit Owner/Landlord or Managing Company _____
Date

Association Representative/Managing Agent: _____
Date

Moving trucks and vans are not allowed to block any security gates, garage doors, sidewalk approaches or paths of travel.

The areas highlighted with red boxes are the preferred load/unload areas. The X areas should not to be blocked.



Moving boxes and furniture are not to be "stacked" in any common area and should be loaded and unloaded to and from the unit immediately.

Exchange at Van Dorn Condominium
4840 Eisenhower Avenue
Alexandria, VA 22304

BLDG _____
UNIT _____

FORM COMPLETED ON _____
MM/DD/YY

RESIDENT INFORMATION SHEET

Please Print Legibly

Resident 1: _____ Resident 2: _____
Cell: _____ Cell: _____
Phone 2: _____ Phone 2: _____
Email: _____ Email: _____

IF RENTER OR LESSEE, ENTER PROPERTY MANAGER OR UNIT OWNER CONTACT INFORMATION

Name: _____ Email: _____
Address: _____
Phone: _____ Lease Term: _____
Documents on file: YES NO Current Lease: YES NO

EMERGENCY CONTACT INFORMATION

Name(s): _____
Address: _____
Phone 1: _____ Phone 2: _____
Email: _____ Relationship: _____

PROPERTY ACCESS INFORMATION

DOOR ACCESS FOB/HID (5digit)	GARAGE REMOTE (TR#)	VISITOR HANG-TAG
_____	_____	_____
_____	_____	_____
_____	_____	_____

VEHICLE REGISTRATION

All vehicles including Motorcycles must be Registered with Management Office

YEAR	MAKE/MODEL	COLOR	PLATE #	STATE	SPACE#	DECAL
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

PET INFORMATION

TYPE	BREED	COLOR	NAME	CITY TAG#	EXCHANGE TAG #
_____	_____	_____	_____	_____	_____

Acknowledgement: By signing this document, I/we acknowledge receipt of (or receiving access to) the Association's Governing Documents, including, but not limited to, the Policy Resolutions, and agree to comply with all of the Association's requirements.

Resident 1: _____ Date _____
Resident 2: _____ Date _____
Resident 3: _____ Date _____

**EXCHANGE AT VAN DORN CONDOMINIUM
POLICY RESOLUTION NO. 14
MOVE-IN/MOVE-OUT POLICY**

Amended on January 3, 2018

WHEREAS, Article 3, Section 3.1 of the Bylaws states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are by the Condominium Act or the Condominium Instruments required to be exercised and done by the Unit Owners Association;" and

WHEREAS, there is a need to ensure responsible move-in and move-out procedures and to ensure sufficient funds are available to repair areas damaged during moving.

WHEREAS, the Association wishes to adopt reasonable procedures and restrictions governing both moving in and moving out as well as large deliveries.

WHEREAS, Article 9, Section 9.1 (g) of the Bylaws states that "In accordance with Section 55-79.80:2 of the Condominium Act, the Board of Directors and the Covenants Committee may levy reasonable charges against unit owners for violations of the Condominium Act, the Condominium Instruments or the Rules and Regulations by the unit owner, the members of such unit owner's household, or such unit owner's guests, invites, tenants, agents or employees."

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for move-ins/move-outs and large deliveries be adopted:

I. Application

This Policy Resolution applies to all residential units. In addition, as good neighbors, they must not obstruct access to common areas.

II. Enforcement

The Association, acting through its Board of Directors, may enforce the provisions of Policy Resolution No. 14 through all legal means available to the Association, including but not limited to:

1) The immediate cessation of any move in or out which is in violation of this Policy Resolution No. 14 or which is causing damage to the common elements or which unreasonably interferes with the other unit owners' right of use in the common elements; **2)** the assessment of monetary charges pursuant to Section 55-79.80:2 of the Virginia Code (Condominium Act); and/or **3)** legal proceedings pursuant to Bylaws Article 9, Section 9.1(f).

Unit Owners should note that legal relations exist between the Association and Unit Owners, not between the Association and tenants. Unit Owners are responsible for ensuring that tenants follow correct moving procedures, including the payment of monetary charges and assessments. Management shall notify owners, by letter within two weeks, of any infractions by tenants. The Association shall take legal action against Unit owners if their tenants fail to meet the obligations set forth in this Resolution.

III. Security Deposit and Non-Refundable Move-in Fee

There shall be a refundable security deposit of \$500.00, payable by check or money order to Exchange at Van Dorn, delivered to the Management Agent, along with the appropriate forms no later than two (2) business days prior to a scheduled move-in or move-out along with the appropriate forms. Said deposit shall be refunded in full no later than 10 days post move, provided the Management Agent post-move inspection discovers no damages to common elements or other units associated with the move, and any loaned gate keys or elevator keys are returned to the office.

In the event of damages to the common elements or other units, or any keys not returned to the office, the security deposit shall be retained as a specially assessed expense pursuant to Article 5, Section 5.5(b) of the Bylaws and applied to the repair of said damages. Repair costs for damages exceeding the amount of the security deposit shall be specially assessed against the Unit Owner in accordance with Article 5, Section 5.5(b) of the Bylaws and shall be collected in the manner established by Article 5, Section 5.3 of the Bylaws, pertaining to collection of assessments.

There shall be a non-refundable move-in fee of \$300.00, payable by check to, Exchange at Van Dorn, delivered to the Management Agent no later than two (2) business days prior to a scheduled move-in along with the appropriate forms. These fees pay administrative costs related to scheduling moves, pre-move inspections, post-move inspections, programming security devices, uploading information and general wear and tear on the community.

IV. Scheduling Moves

All moves into or out of the complex must be scheduled with the Management Agent no later than two (2) business days prior to the move.

Any move into or out of the complex which is attempted without complying with this Policy Resolution or that have not made the appropriate arrangements as required herein, no later than two (2) business days prior to the move, will be required to immediately cease and will be prohibited from using the common elements and elevators until Management Agent is provided with the required paperwork, a check for the security deposit and a check for the non-refundable move fee.

Moves in or out may be scheduled as follows:

Monday through Friday during the hours of **9:00 a.m. and 6:00 p.m.**

Weekend days or holidays during the hours of **10:00 a.m. and 6:00 p.m.**

A maximum of three (3) commercial moves at different building entrances may be scheduled on weekend days or holidays, with the total number of moves per day to be subject to approval by the Management Agent. Exceptions may be requested through the Management Agent for approval by the Board of Directors.

Residents who use the elevator for move-in/move-out must acknowledge that they will allow disabled residents and residents with special needs to use the elevator at any time during the move. This means that all elevator-related moving activity must halt to allow disabled residents and residents with special needs to use the elevator as needed. Disabled residents and

residents with special needs should contact the on-site management representative if use of the elevator is not being permitted.

V. Moving Responsibility

Supervision of moving crews is the responsibility of the Resident. Those moving into or out of the complex are responsible for the actions of their moving crew. Should movers disregard the published rules for moving (e.g., use of elevators and lobbies) or disregard the instructions of the Management Representative, Management may halt the move by denying use of the elevators or common areas.

Moving crews or residents are not allowed to prop open security gates or hold open garage doors moving in or out of the complex. Moving trucks, vans or trailers are not allowed to enter or attempt to enter the garages and shall not block any paths of travel or doorways.

Movable storage containers such as P.O.D.S, are not allowed. U-Haul type box trucks, semi-tractor trailers or any other commercial vehicles are not allowed to park on the property overnight.

VI. Responsibility for Damages

The owners of any unit involved in a move into or out of the complex are responsible to the Association for any and all damages to the common elements or other units caused by tenants or their agents or the owners or their agents as a result of the moving process. (See Section II, Enforcement.) In the first instance, the security deposit will be used to cover the cost of damages; should damages exceed the amount of the deposit, unit owners involved are responsible for the balance.

VII. Publishing of this Resolution

It is the responsibility of unit owners to inform their tenants or Property Managers of this resolution in its entirety, and, if necessary, to amend leases to ensure compliance with Policy Resolution No. 14.

Failure to comply with any section of Policy Resolution No. 14, may result in monetary penalties to the unit owner as imposed by the Covenants Committee or Board of Directors as set forth herein.

VIII. Schedule of Charges

Security deposit (refundable)	\$500.00
Move-In Fee (non-refundable)	\$300.00

Exchange at Van Dorn Condominium Move-In / Move-Out Agreement

THIS MOVE-IN / MOVE-OUT AGREEMENT, made this _____ day of _____, 20____, by and between the Exchange at Van Dorn Condominium, herein after referred to as the Condominium, and _____, herein after referred to as the Resident, for the purpose of:

MOVE	<u>IN</u>	<u>OUT</u>		ELEVATOR KEY # _____
	<small>CIRCLE ONE</small>			<small>Supplied by Management</small>
	Building _____	Unit _____	Eisenhower Avenue	
_____	/	/	at _____	to _____
<small>Day of the Week</small>	<small>Month/Day/Year</small>		<small>Start Time</small>	<small>Finish Time</small>

The Resident agrees to pay a "Move-in Fee" of \$300.00 by check or money order made out to Exchange at Van Dorn. The Resident agrees to provide a refundable Security Deposit of \$500.00 by check or money order made out to Exchange at Van Dorn.

The Resident agrees not to commit or suffer to be committed any WASTE OR NUISANCE on the premises or permit the same by the moving help in contravention of any rules and regulations of the Condominium. Further, the Resident agrees to defend, indemnify and hold harmless the Condominium in respect thereof; to secure the Condominium in part; against loss, damage or expense resulting from the use of the premises and the common property located therein by the Resident hereunder; and the Resident hereby waives any claim to such security deposit or any portion thereof which the Condominium, in its sole discretion shall retain as compensation for damages to common area or willful violation to the rules and regulations as outlined in Policy Resolution No. 14, Move-in/Move-out Policy. The Resident hereby agrees to maintain security of the building by ensuring that the gate to the Resident's building is open only when the Resident's belongings are being moved into the building, and agrees to allow for other residents use of the elevator as needed.

_____/_____/_____
 Signature / Printed Name / Date

_____/_____
 Phone number / E-mail address

FOR THE CONDOMINIUM:

_____/_____/_____
 Signature / Printed Name / Date

**EXCHANGE AT VAN DORN CONDOMINIUM
UNIT OWNERS ASSOCIATION**

**POLICY RESOLUTION NO. 9
LEASING AND LEASE ADDENDUM REQUIREMENTS
Amended on July 22, 2008**

WHEREAS, Article 3, Section 3.1 of the Bylaws provides that the Board of Directors (“Board”) shall have all of the powers necessary for the administration of the affairs of the Condominium, including the adoption of rules and regulations;

WHEREAS, Article 5, Section 5.8 (6) of the Bylaws provides certain requirements for leasing Units within the Condominium and gives the Board the authority to provide a suggested standard form lease agreement for use by Unit Owners; and

WHEREAS, the Board has determined that it is necessary and prudent to adopt rules and regulations regarding the leasing of units, including adopting a suggested lease addendum form to be used by Unit Owners who lease their Units;

NOW, THEREFORE, the Association’s Board of Directors hereby adopts the following rules and regulations pertaining to leasing of Units within the Condominium:

1. Required Lease Provisions. As stated in the Association’s Bylaws, all Unit Owners who lease their Unit must use a lease/rental agreement that:

- a. Is in writing; and
- b. Provides for an initial lease/rental term of at least one year (12) months; and
- c. Requires the tenant to comply with the Association’s Declaration, Bylaws and Rules and Regulations, and provides that failure to comply constitutes a default under the lease.
- d. Provide the names and ages of all tenants who will reside in Unit.

2. Suggested Lease Addendum. All Owners who rent their Units are strongly encouraged to use the Addendum to Lease Agreement, which is attached to this Resolution as “Exhibit A,” as an addendum to their current and future lease agreements with tenants. Use of the attached Addendum (signed by the Owner and the tenant) ensures the Owner that his or her lease complies with the mandatory lease terms required under the Bylaws and this Resolution, and ensures that the Owner’s tenant(s) is made aware of the tenant’s obligation to abide by the Condominium’s governing documents.

3. Requirement for Signed Lease. No Unit in the Condominium may be leased unless the Owner and all adult persons entitled to occupy the Unit have signed a written lease with the Owner.

3. Minimum Lease Term. All leases must be for an initial lease term of no less than twelve (12) months. No Unit shall be used or occupied for transient or hotel purposes.

4. Renting Less than the Entire Unit. No portion of any Unit (other than the entire Unit) shall be leased for any period. However, this provision shall not preclude a Unit Owner from having a reasonable number of roommates reside in the Unit with the Unit Owner, so long as the total number of adult persons residing in the Unit does not exceed two per bedroom.

5. Copy of Lease Documents to Association. Each Owner who rents his or her Unit shall provide a signed copy of the lease (and, if used, the Lease Addendum), along with a list of the names and ages of all persons entitled to occupy the Unit (if not listed in the lease itself), to the Association's Board of Directors by mailing or delivering a copy of those documents to the Association's Community Manager so that they are received prior to resident move-in or within ten (10) days after any revisions/amendments to those documents were signed by the tenant(s). The Owner is required to provide prompt updated information and leasing documents to the Association whenever one or more tenants/occupants in the Owner's Unit change.

6. Disclosure to Tenants. Prior to a tenant's occupancy, the Owner of the leased Unit is required to provide to their tenant(s) a copy of the lease, the Lease Addendum, and the Association's Declaration, Bylaws and Rules and Regulations.

7. Access to Condominium. The Association shall have the right to deny access to the building, and to services or facilities provided by the Association (including assigned/reserved parking), to any person claiming to be a tenant or other lawful occupant of a Unit, but for whom a current lease has not been filed with the Association.

8. Enforcement.

a. Violation Charges. If an Owner or the tenants or other occupants of that Owner's Unit violate the requirements of this Resolution or otherwise violate the requirements of the Association's Declaration, Bylaws and other Rules and Regulations, then, pursuant to Article 9, Section 9.1 (g) of the Bylaws, the Association may assess violation charges against that Unit Owner. Violation charges of ten dollars (\$10.00) per day, for a period not to exceed ninety (90) days, will not be assessed until the Association has given the Unit Owner written notice of the violation and an opportunity for a hearing in front of the Board of Directors in accordance with Section 55-79.80:2 of the Condominium Act and any other procedures that may be adopted by the Board of Directors.

b. Suspension of Privileges. The Association may also suspend the right of an Owner (and the right of all other occupants of the Owner's Unit) to use the facilities and services provided through the Association (including parking privileges) if the Association has not been provided with a copy of the current executed Lease or with updated occupant information. Suspension of privileges will not occur until the Association has given the Unit Owner written notice of the violation and an opportunity

APPROVED

for a hearing in front of the Board of Directors in accordance with Section 55-79.80:2 of the Condominium Act and any other procedures that may be adopted by the Board of Directors.

c. Tenant Eviction. If a tenant breaches his/her lease by failing to comply with the Association's Declaration, Bylaws or Rules and Regulations, then the Board may require the Owner to evict the tenant, or the Board may proceed with evicting the tenant. (Reference: Article 5, Section 5.8 (6) of the Bylaws)

d. Other Remedies. The Association's Board of Directors reserves the right to take such other measures as it deems reasonable and as may be otherwise provided under the law or the Association's Declaration, Bylaws or Rules and Regulations to enforce the provisions of this Resolution.

Exhibit A
**EXCHANGE AT VAN DORN CONDOMINIUM
UNIT OWNERS ASSOCIATION**

4840 Eisenhower Ave Alexandria, VA 22304
Telephone (703) 461-4747 Fax (703) 751-4632

ADDENDUM TO LEASE AGREEMENT

This Addendum is made this _____ day of _____, 20 ____, to that certain lease agreement by and between _____ (“Landlord” or “Owner”) and _____ (“Tenant”) for the unit located at _____, Alexandria, Virginia 22304 (“Unit”), a unit in the Exchange at Van Dorn Condominium.

In consideration of the mutual covenants, promises and agreements contained in the parties’ current lease for the Unit (“Lease”) and herein, the Landlord and the Tenant agree that the following provisions are hereby added to and incorporated into the Lease, and in the event of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall control:

1. Binding Effect. The Tenant agrees to comply with the governing documents of the Exchange at Van Dorn Condominium Unit Owners Association (“the Association”), including the Association’s Declaration, Bylaws and Rules and Regulations (collectively, the “Governing Documents”), a copy of which has been provided to the Tenant by the Landlord. Tenant hereby acknowledges receiving and reviewing the Association’s Governing Documents. Failure to actually receive or review the Governing Documents shall not constitute a defense to any breaches thereof.

2. Non-Compliance with Association’s Governing Documents. Tenant’s right to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Association’s Governing Documents. Failure to comply with the provisions of the Association’s Governing Documents shall constitute a material breach of this Lease, giving Landlord the right and obligation to take appropriate action to terminate the Lease, evict the Tenant and take possession of the Unit. If the Landlord fails to terminate the Lease after a default by the Tenant in the performance of the Lease (or this Addendum), then the Association’s Board of Directors has the authority to terminate the lease and/or to bring summary proceedings to evict the Tenant after 45 days prior written notice to the Landlord. Any lack of compliance by the Tenant with the provisions of the Association’s Governing Documents shall be grounds for the Association to take appropriate against the Landlord, Tenant or both, including but not limited to terminating the lease, evicting the Tenant, filing suit to recover money damages or to obtain injunctive relief, or any other remedy available under the Governing Documents, including recovering all

administrative and court costs and reasonable attorney's fees incurred by the Association. The Landlord and Tenant shall be jointly and severally liable to the Association for all costs incurred to cure such a breach.

3. Authorized Occupants. Tenant represents that in addition to him or herself, only the following persons will reside in the Unit during the term of the Lease and any renewals thereof:

<u>Name</u> (Please print)	<u>Age</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. **Subletting.** Tenant shall not sublease the Unit or any part thereof.

5. **Minimum Lease Term.** The initial term of the Lease is for a twelve (12) month term or the term specified in the Lease, whichever is longer.

6. Copies of Lease and Addendum. Landlord shall provide a signed copy of the Lease and this Addendum to the Association's Board of Directors by mailing or delivering a copy of those documents to the Association's Community Manager so that they are received prior to move-in.

7. Notices. Notices from the Association that are required under this Addendum to be sent to the Owner shall be mailed or delivered to the Owner's mailing address on file with the Association. Notices to the Tenant shall be mailed or delivered to the Unit address. Notices to the Association shall be mailed or delivered to the Association's management agent. It is the Owner's obligation to provide the Association with the Owner's current mailing address and to notify the Association in writing of any change in that address within seven (7) days of the change.

8. **Modifications.** The provisions of this Addendum shall not be amended, altered, or otherwise modified except by a written document executed by the Association, Owner and Tenant.

9. Severability. The invalidity of any part of this Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Addendum or the Lease. This Addendum is not intended to restrict the Landlord and Tenant from adding provisions to the Lease so long as such provisions do not conflict with the provisions of this Addendum and the Association's Governing Documents.

APPROVED

IN WITNESS WHEREOF, the parties hereto have signed as of the date and year indicated.

Tenant Date

Tenant Date

Landlord Date

Association (by: Director/Officer) Date

EXCHANGE AT VAN DORN CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 6
ANIMAL POLICY

Amended on December 5, 2017

Rules and Regulations Regarding Animals

WHEREAS, Article 3, Section 3.1 of the Bylaws of Exchange at Van Dorn Condominium (“Bylaws”) states that the Board of Directors (“Board”) for the Exchange at Van Dorn Condominium Unit Owners Association (“Association”) shall have all powers and duties necessary for the administration of Association affairs and may do all such acts and things as are by the Virginia Condominium Act (“Act”) or condominium instruments required to be exercised and done by the Association;

WHEREAS, Article 3, Section 3.1(f) of the Bylaws provides that the Board shall have the power to adopt rules and regulations;

WHEREAS, Article 5, Section 5.8(a)(8) of the Bylaws prohibits unit owners from keeping any pets, except for small, orderly domestic pets, guide animals and aquarium fish, subject to the limitation that no unit owner shall keep or maintain in excess of two orderly domestic pets without the approval of the Board;

WHEREAS, Article 5, Section 5.8(a)(8) of the Bylaws provides that any animal that causes or creates an unreasonable nuisance or disturbance or noise may be permanently removed from the property upon ten days written notice from the Board of Directors;

WHEREAS, Article 5, Section 5.8(a)(8) of the Bylaws requires that pets shall not be permitted on Common Elements of the Exchange at Van Dorn Condominium (“Condominium”) unless accompanied by someone who can control the animal and the animal is carried or leashed;

WHEREAS, Article 5, Section 5.8(a)(8) of the Bylaws requires that all pets which may leave the unit shall be registered with the Board and shall otherwise be registered and inoculated as required by law;

WHEREAS, Article 5, Section 5.8(a)(8) of the Bylaws empowers the Board to establish reasonable fees for the registration of pets not to exceed the additional cost incurred by the Association resulting from the presence of the pet; and

WHEREAS, for the health, safety, welfare, comfort, and convenience of all unit owners, the Board wishes to establish uniform regulations for the keeping of animals.

NOW, THEREFORE, BE IT RESOLVED THAT the following animal policies be adopted by the Board:

I. GENERAL GUIDELINES AND PERMITTED ANIMALS

- A. Animals shall be categorized as follows:
1. **Ordinary Domestic Animals** shall include dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small turtles and tortoises, domesticated rabbits, rats, mice, and creatures normally maintained in a terrarium or aquarium, including reptiles. Ordinary Domestic Animals are permitted subject to the provisions of this Policy.
 2. **Unusual Animals** shall include, without limitation, those animals not generally maintained as animals including any anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, insects, birds, and other creatures other than those listed in Subsection 1 above, or not maintained in a terrarium or aquarium. Unusual Animals are prohibited.
 3. **Assistance Animals** are not Ordinary Domestic Animals or Unusual Animals. Requests for Assistance Animals shall be governed by both the Animal Policy the Association Reasonable Modification and Accommodation Policy. Anyone who maintains Assistance Animals shall comply with the rules and regulations established in this Policy. The Association may not require a registration fee for Assistance Animals.
- B. Pursuant to Article I, Section A of this Resolution, Owners and residents (“Animal Owner”) of the Association are allowed two (2) Ordinary Domestic Animals, up to sixty-five (65) pounds each, per unit (inclusive of visiting dogs).
- C. In addition to these restrictions, all Animal Owners must comply with any restrictions or rules set forth by the City of Alexandria.
- D. The Association shall use DNA testing for animal waste left on Association Common Elements or elsewhere in the Condominium. Any Animal Owner whose animal is found to have left animal waste through a positive DNA test shall be assessed a \$49.95 DNA testing fee directly to the Owner assessment account. The \$49.95 fee (the cost of the DNA testing) shall be in addition to those remedies set forth in Article VI of this Resolution.

II. REGISTRATION OF ANIMAL WITH ASSOCIATION

- A. All Animal Owners are required to register animals that may leave the unit with the Association. Animal Owners must complete an Animal Registration Form, attached as Exhibit A to the Resolution, for each applicable animal and provide the Association's Management Office ("Management") with the following:
1. A current picture of each animal;
 2. Proof that that each animal has all legally required inoculations;
 3. All City of Alexandria required permits, licenses or registrations; and
 4. A DNA cheek swab administered in the Management Office by the Animal Owner.

- B. Animal Owners are required to maintain and renew all registrations and inoculations as required by City of Alexandria and to provide evidence of renewals to Management.
- C. Animal Owners must register animals within four (4) calendar days of maintaining the animal on the Property. Animal Owners currently on the premises who have not already done so must complete the registration process within four (4) days of the effective date of this Resolution.
- D. Specific registration requirements relating to dogs are as follows:
1. Upon registration, and DNA swabbing, Animal Owners will be issued an Exchange at Van Dorn dog registration tag for each dog to indicate proof of registration. The registration tag must be prominently displayed. Replacement tags are available in the Management Office for \$25.00 each.
 2. Dog owners will be required to pay a one-time \$55.00 registration fee per dog. The total number of animals per unit, shall not exceed two (2).
 3. Dog registration and tags are not transferable.
- E. Fostering of animals is permitted. The foster animal must be registered in accordance with the requirements of Article II of this Resolution. If a foster dog leaves and returns to the property, the original registration tag remains valid and a new registration fee is not required.
- F. Visiting of animals is permitted, however, any animals visiting and remaining for a period of four (4) calendar days or longer must be registered with the Association pursuant to Article I, Section B. and Article II, Section A. of this Resolution.
- G. Animal Owners with registered animals should notify Management if the animal no longer resides on the property.
- H. Animal Owners are responsible to ensure registration is completed and submitted to Management. Registration forms are available from Management and the Association website. Animal Owners should request an email confirmation from Management that animals have been registered.

III. REQUIREMENTS AND RESTRICTIONS

- A. Animal Owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the property.
- B. Animal Owners are responsible for any property damage, injury or disturbance animals may cause or inflict.
- C. Animals shall not be permitted upon the Common Elements of the Condominium, including elevators and hallways, unless carried or leashed. Animals shall not be permitted in the Clubhouse, except during the registration process, which includes DNA swabbing. Brief visits to the Management Office are acceptable.
- D. Animals on the Common Elements must be under the control of the Animal Owner or a designated responsible party at all times. Animals may not be left unattended on Common Elements, nor may animals be leashed or otherwise affixed to any stationary object on the Common Elements.

- E. Commercial breeding of animals or animals within the Condominium is prohibited.
- F. Animals which may leave the unit must be registered with the Association Office. Notwithstanding, all dogs must be registered with the Association.
- G. All animals must have and display, as appropriate, evidence of all required registrations and inoculations.
- H. No Animal Owner shall inflict injury on or cause cruelty to any animal.
- I. Animal Owners shall not feed animals other than their own, unless permission has been provided from the other Animal Owner.
- J. Animals may not be left unattended outside the unit, including on Limited Common Element balconies and patios.
- K. All Animal Owners are required to ensure animals maintain an acceptable noise level so as not to disturb other residents.
- L. Animals are not permitted in or around the pool except for the "Dog Swim" that will exclusively occur after the seasonal closure of the pool to residents.
- M. Aggressive animals, as defined by the City of Alexandria, are strictly prohibited.

IV. NUISANCES

The following activities shall constitute a nuisance to the community:

- A. Animals running at large.
- B. Animals damaging, soiling, defecating on or defiling any private property or the Common Elements.
- C. Animals causing unsanitary, dangerous, or offensive conditions.
- D. Animals making or causing noises of sufficient volume to interfere with other residents' peaceful enjoyment of the Property.
- E. Animals molesting, attacking, or otherwise interfering with the freedom of movement of persons or other animals on the Common Elements, including but not limited to chasing vehicles, attacking other animals or creating a disturbance in any other way.
- F. Animals attacking, inflicting injury on, or causing harm to a person or an assistance animal.
- F. Animal Owners using a vehicle as a kennel or cage.
- G. Such other behavior as specified by the Board.

V. PROCEDURES FOR RESOLVING ANIMAL CONCERNS

Any Owner or resident with animal-related concerns should do the following:

- A. Attempt to arrive at a solution to the problem with the Animal Owner in a courteous and helpful manner.
- B. If personal attempts at a solution are not successful, then a written complaint should be filed with Management at the Association Management Office. The complaint should document the matter as thoroughly as possible. Documentation should include:
1. Identification of the animal involved;
 2. Identification of the Animal Owner;
 3. A complete description of the concern or disturbance;
 4. Dates and times of disturbances (whenever possible);
 5. The provision of this resolution violated (if applicable); and
 6. A brief description of informal attempts to resolve the matter.
- C. Management will first seek an informal solution to the concern. If such a solution is not possible, Management will refer the matter to the Covenants Committee or the Board, which may initiate Due Process Procedures as set forth in Article VI of this Resolution.

VI. COMPLIANCE

- A. This Resolution shall be enforced pursuant to procedures established by the Association Due Process Resolution. Action taken by the Board may include:
1. Suspending or revoking recreational or other privileges for a reasonable period in accordance with the Bylaws and Section 55-79.80.2 of the Act;
 2. Imposing monetary charges for any violation of the Act or condominium instruments in accordance with the Bylaws and Section 55-79.80.2 of the Act;
 3. Removal of the animal upon 10 days' notice to the Animal Owner.
- B. This policy shall not be deemed to be an election of remedies. The Board reserves all of its powers to enforce this policy and to take any other action available under the Association's Bylaws, Due Process Resolution, rules and regulations, or applicable law, including, but not limited to: (i) imposition of a charge against the Unit Owner in violation, (ii) filing of a complaint with proper City of Alexandria County authorities; or (iii) filing suit in the City of Alexandria General District or Circuit Court.

VII. MISCELLANEOUS

- A. Residents should report (i) suspected stray animals or (ii) any incidents of bites, attacks, or diseased animals to the City of Alexandria Animal Control Unit (for possible identification) prior to contacting Management.

B. Any Animal Owner who keeps or maintains any animal upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such animal within the Condominium.

C. Each Animal Owner shall ensure that other persons, such as dog walkers, who are occasionally responsible for animals are aware of and abide by the provisions of this Resolution.

VIII. FAIR HOUSING LAWS

Exceptions to certain provisions of this Resolution may be made by the Board when required by applicable fair housing laws in accordance with the Association Reasonable Accommodation and Modification Policy. Requests for exceptions to the rules established in the Resolution should be directed to the Onsite Manager. The Board may request verification of eligibility for an exception based on protections afforded under fair housing laws.



EXCHANGE AT VAN DORN CONDOMINIUM ANIMAL REGISTRATION FORM

A separate application must be completed for each animal being registered. All applicants are required to submit proof of all legally required inoculations/vaccinations at the time of registering.

TO BE COMPLETED BY APPLICANT

I have read the Bylaws and the Association's Animal Policy. I, and members of my household, agree to comply with the rules as they pertain to harboring an animal.

Owner/Resident Name	_____
Owner/Resident Name	_____
Building and Unit	_____
Home Phone	_____
Work Phone	_____
Email	_____
Name of Animal	_____
Breed	_____
Sex or altered	_____
Weight	_____
Coloration	_____
Age of animal	_____

Attach a photo of animal here
or email to management.

Management may take a photo

TO BE COMPLETED BY MANAGEMENT

Approved by: _____
Date: _____
County Registrations Provided? _____
County Animal License Number: _____
Vaccination Certificate Provided? _____
Exchange Animal Tag Number: _____
Animal Registration Fee Paid Date: _____
Form of Payment: _____

**NOTE: REGISTRATION TAGS, REGISTRATION FEES, AND COUNTY
LICENSE NUMBERS APPLY TO DOGS ONLY.**



Animal Park Rules and Regulations

1. All animals must be under the owner's/handler's control at all times.
2. Only two animals per person are allowed.
3. Only dogs 4 months and older are allowed in the dog park.
4. Animals must be legally licensed, vaccinated, registered with the Condominium Association Management Office, and wearing all appropriate tags. Exchange at Van Dorn Tags must be prominently displayed.
5. Animals shall not be allowed to dig or scratch anywhere on the property.
6. Owners/handlers must immediately pick up and dispose of all waste immediately.
7. Aggressive animals, posing a threat to human beings or other animals are not allowed at any time.
8. Any bite of a person or other animal must be immediately reported to Alexandria Animal Control and all parties involved must wait for an officer to respond, except in the case where immediate medical care is needed.
9. Owners/handlers are legally responsible for their animal(s) and any injury or damage to facilities caused by them, their guests, and/or their pets.
10. Children under the age of eighteen must be accompanied by an adult when inside the fenced animal park.
 11. Food is not allowed inside the animal park. Non-alcoholic beverages are allowed.
 12. Owners/handlers shall not leave an animal inside of the park unattended.
13. Prior to use of the animal park, all owners/handlers must register their dog with the Management Office at a cost of \$55.00 and obtain a key for the animal park gate.
14. Residents must have an up to date, signed copy of their lease on file prior to receiving a dog park key.

- 15. Cost of the registration is non-refundable. The keys may not be duplicated.
- 16. Owners/handlers who violate the rules of the animal park will be barred from any future use by the Board of Directors or its designee.
- 17. Use of the animal park is at the owner's/handler's own risk. The Condominium Association shall not be held responsible for any injury or damage incurred while using the animal park.
- 18. Any incident or use not consistent with the rules of the animal park shall be immediately reported to the Management Office or Alexandria Animal Control at 703-746-4774.
- 19. No owner/handler shall strike or otherwise mistreat any animal.

I have read and understand the Exchange at Van Dorn Animal Park Rules.

_____	_____	_____
Owner/Handler	Bldg. and Unit #	Date
_____	_____	_____
Owner/Handler	Bldg. and Unit #	Date
_____	_____	_____
Exchange at Van Dorn Representative		Date

Please note that Board of Directors has the authority to change and/or augment the Association's Rules and Regulations by the approval and issuance of policy resolutions. Please check the policy resolutions to ensure that a specific paragraph of this document has not been updated via a policy resolution.

RULES AND REGULATIONS

OF

EXCHANGE AT VAN DORN CONDOMINIUM

GENERAL

1. Exchange at Van Dorn Condominium Unit Owners Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations") These Regulations may be amended from time to time by resolution of the Board of Directors.

2. Wherever in these Regulations reference is made to "unit owners," such term shall apply to the owner of any unit, to such owner's tenants whether or not in residence, and such owner's (or such tenant's) household, servants, employees, agents, visitors, guests, invitees or licensees. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the managing agent when the managing agent is acting on behalf of the Association.

3. The unit owners shall comply with all the Regulations hereinafter set forth governing the buildings, stairwells, breezeways, building entrances, patios, balconies, drives, recreational areas, grounds, parking areas and any other appurtenances.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

RESTRICTIONS ON USE

5. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed Other than any unit designated by the Board of Directors for non-residential use, each unit shall be used as a private residence.

6. No unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements (except the areas designated for storage by the Condominium Instruments or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the common elements except with the prior written consent of the Board of Directors or the Covenants Committee, as appropriate.

7. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The sidewalks, building entrances, breezeways and stairwells shall be used for no purpose other than for normal transit.

8. Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance

on the building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any unit or storage area. No barbecue grill or other similar un-vented cooking device, regardless of the type of fuel, may be used within the Condominium. A unit owner may not use a barbecue grill on the patio or balcony. No waste shall be committed on the common elements.

9. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element.

10 Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in common areas of the building, stairwells, breezeways, building entrances, parking areas, sidewalks or lawns or elsewhere on the common elements.

11 The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the unit owner causing such damage.

12 Each unit owner shall keep the unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown there from, or from the doors, windows, patios or balconies thereof, any dirt or other substance.

13 Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.

14 No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the unit owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a common expense. The Association and the Board of Directors must comply with all such laws and have the right but not the obligation to enforce civil or criminal laws; the Association and the Board of Directors have no liability to any owner or other person for any violation of such laws by others.

15 No unit owner shall make or permit any disturbing noises in any building or do or permit anything which will interfere with the rights, comforts or convenience of other unit owners. All units owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any such sound producing devices in a unit between the hours of eleven o'clock p m and the following eight o'clock a m if such operation shall disturb or annoy other occupants.

16 Except for limited home office use (no customers, employees or regular business pickups or deliveries coming to the unit), no industry, business, trade, paid childcare, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising may be maintained or permitted on any part of the Condominium or in any unit. No unit shall be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Board of Directors or the managing agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on any unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

17 Draperies, curtains or Venetian blinds must be installed by each unit owner on all windows of the unit and must be so maintained thereon at all times so that the exterior color will appear white, off-white or beige.

18 No unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry, patio or balcony of such unit. This prohibition includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any exhaust fan, air conditioning apparatus or other items be installed by the unit owner beyond the boundaries of the unit or the patio or balcony without the prior written consent of the Covenants Committee. A unit owner may, however, use a central television antenna provided as a part of the unit and install an antenna permitted by Section 207 of the Telecommunications Act of 1996 in accordance with the guidelines established by the Covenants Committee. No clothesline, clothes rack or any other device may be used to hang any items on any window, patio or balcony, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors. Except for any storage closets accessed from patios or balconies, patios and balconies shall not be used as storage areas. No patio or balcony shall be enclosed or covered by a unit owner without the prior written consent of the Board of Directors.

PET RULES

19 No animals, livestock, poultry or reptiles of any kind, regardless of number, may be maintained, kept, boarded or raised, in any unit or upon the common elements, except that the keeping of orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one per unit without the approval of the Board of Directors, and aquarium fish and other limited species of animals which do not normally leave the unit and which do not make noise is permitted, subject to the Rules and Regulations adopted by the Board of Directors and provided that such animals are not kept for breeding purposes.

20. A pet may be maintained in a unit only for so long as it is not a nuisance. Any such pet causing or creating a nuisance or any unreasonable disturbance or noise may be permanently removed from the Condominium upon ten days written notice from the Board of Directors. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.

21 Except in designated pet exercise areas, pets must be leashed or calmed, leashes may not exceed a length which will permit close control of the pet.

22 Pet owners are fully responsible for personal injuries and/or property damage caused by their pets and shall indemnify and hold the Association, each unit owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

23 All pets which may leave the unit must be registered and inoculated as required by law and registered with the Association office and the Board of Directors may establish reasonable fees for registration, not to exceed the additional costs incurred by the Association resulting from the presence of the pets

24 Owners of pets walked upon the common elements must promptly clean up their pet's droppings in all areas outside any authorized pet exercise areas.

PARKING AND STORAGE

25 No personal property may be stored on the common elements except in storage areas designated as such by the Condominium Instruments or by the Board of Directors. All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

26 Should an employee of the Association at the request of a unit owner move, handle or store any articles in storage rooms or remove any articles there from or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

27. Trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if expressly permitted by the Rules and Regulations and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors. All vehicles shall be parked wholly within parking space lines, provided, however, that any unit owner having the right to use one or more limited common element parking spaces may use any adjacent area not within another unit owner's parking space if such space is not otherwise necessary for the use of the Unit Owners Association. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common elements Except in areas designated by the Board of Directors, vehicle repairs other than (i) emergency maintenance, (ii) ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements) and (iii) normal cleaning (in areas designated by the Board, if any) are not permitted on the common elements.

28 No vehicle shall be parked on the Condominium with conspicuous "For Sale" signs attached.

29 All unit owners shall observe and abide by all parking and traffic regulations posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations

may be towed away at the unit owner's sole risk and expense.

30 Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a unit owner shall be illegally parked or abandoned on the Condominium, such unit owner shall hold the Association harmless from any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

ENTRY INTO UNITS

31 The Association or managing agent shall not cause a master key system to be used for units in the Condominium, however, each unit owner shall provide to the Association or the managing agent, and the Association or managing agent shall have the right to keep, a working copy of any key(s) required to gain entry to any unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or managing agent in a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the common elements or other units. The Association or managing agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to ensure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a unit for purposes other than those noted above. Unit owners may provide to the Association or managing agent an additional working copy of any key(s) to a unit for non-emergency entry ("convenience keys"). Such keys shall be similarly coded and secured and released only upon written authorization of the unit owner. No unit owner shall alter any lock or install additional locks, or a knocker, or a bell or any other fixture on any doors of a unit without the prior written consent of the Board of Directors.

32 The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or unit in any building upon reasonable notice to the unit owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such notice) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation pest control.

33 Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a unit owner. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the unit owner assumes the sole risk therefore and the unit owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a unit owner's unit will not be accepted.

RECREATIONAL AND COMMON FACILITIES

34 All persons using any of the recreational or common facilities do so at their own risk

and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No unit owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such unit owner growing out of the use of the recreational or common facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.

35 A Facilities Pass is required for access to and use of the swimming pool. Facilities Passes are available at the Association office to all residents sixteen years and older. No Facilities Pass will be issued to non-residents. Facilities Passes are not transferable. Facilities Passes must be available at all times when utilizing the swimming pool and presented upon request. A \$5.00 charge will be made for the replacement of lost, damaged or stolen Facilities Passes

36 Any damage to the building, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pets shall be repaired at the expense of the unit owner.

SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES

37 In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors of the Association shall have the right to bar the use by a unit owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium. Access to the Clubhouse and the pool is barred for those owners and their tenants who are more than 60 days arrears in condo dues.

MOVING

38 Move-ins and move-outs are restricted to the hours between 9:00 am and 5:00 pm., Monday through Saturday, excluding holidays. Each unit owner is responsible for the proper removal of trash, debris, crating or boxes relating to that unit owner's move-in or move-out.

ASSOCIATION

39 All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified Payment shall be made at the onsite property manager's office by check or money order, payable to the Condominium. Cash will not be accepted.

40 Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the managing agent or the Board of Directors.

41 No unit owner shall direct, supervise or in any manner attempt to assert control over or

request favors of any employee of the managing agent or the Unit Owners Association.

CONSIDERATION IN USE OF UNITS

42 All persons shall be properly attired when appearing in any common area of the Property including stairwells, breezeways, community buildings and any other public spaces of the Condominium.

43 No electrical equipment, other than normal business equipment such as copy machines, computers or word processing equipment, may be installed in any unit without the prior written consent of the Board of Directors. No electrical equipment shall be installed in a unit which causes interference with the normal operation of electrical equipment in other units. All electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendation of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any electrical equipment in such unit owner's unit. No facilities or equipment of any nature which will or may necessitate any changes, replacements or additions to, or otherwise burden the portion of the common elements providing for water, electricity, heat, or air-conditioning shall be installed without the prior written consent of the Board of Directors. If the Board of Directors so determine that such facilities or equipment causes an additional expense to the Unit Owners Association, then such increase shall be assessed against the unit owner installing the facilities or equipment as a Limited Common Expense.

44. The installation of additional major appliances in any unit is prohibited. Such prohibited appliances include, but are not limited to, washing machines, dryers, refrigerators, freezers, and additional dishwashers Replacement of existing major appliances with other than comparable equipment is permitted only with the prior written approval of the Board of Directors or the Covenants Committee, as appropriate.

45 Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system Detergents and soaps shall be used only pursuant to manufacturer's directions.

46 Unit doors opening into stairwells or breezeways shall be kept closed and secured at all times except when in use. Windows and patio or balcony doors should be kept closed during air-conditioning season while the air conditioning system is in use in order to prevent condensation from forming in the unit's cooling mechanism and causing damage to carpets and floors.

47 Sufficient carpeting or rugs and padding shall be maintained on a minimum of eighty percent of the floor surfaces (excluding kitchens, closets and bathrooms) in units located over other units to adequately reduce transmission of sound between units.

GENERAL

48 The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements without the prior written consent of the Board of Directors No fences may be erected around or on the common elements.

49 Solicitors are not permitted. If any unit owner is contacted by a solicitor on the Property, the managing agent must be notified immediately.