

POTOWMACK CROSSING I CONDOMINIUMS

1600 W. Abingdon Drive
Alexandria, VA 22314

RULES & REGULATIONS

1. GENERAL

- a) The Potowmack Crossing 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.
- b) Wherever in these Regulations reference is made to "unit owners", such term shall apply to the owner of the any unit, to such owner's tenants whether or not in residence, and such owner's (or such tenant's) family, 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.
- c) The unit owners shall comply with all the Regulations hereinafter set forth governing the buildings, patios, porches, balconies, drives, recreational areas, grounds, parking areas and any other appurtenances.
- d) 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.

2. ASSESSMENTS

All condominium charges and assessments imposed by the Association are due and payable on the first day of each month. The assessment should be made payable to Potowmack Crossing Condominium, by check or money order, cash will not be accepted. Payment of assessments will not be accepted at the Condominium management office. In the event that the Unit Owners fail to pay any assessment within 15 days of the date that such payment is due, the Unit Owner will be charged a late fee based on the assessment or a greater amount. Applicable late fees are outlined in the Fee Schedule, and are determined by the Board of Directors. In addition to all other rights which the Board of Directors has for non-payment 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.

3. INSURANCE

- a) The Association is not responsible for damage to or loss of your personal belongings. The Association strongly encourages all unit owners if they do not have a current homeowner's policy established, to contact the Association's insurer. Contact the Condominium management office for information on the Association's insurer.
- b) Waterbeds are permitted providing that Unit Owners have a signed copy of their Waterbed Insurance and have given a copy of this to the Condominium Office.
- c) All radio, television or other electrical equipment of any kind or nature installed or used in each units shall fully comply with all rules, regulations, requirements or recommendations 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 radio, television or other electrical equipment in such unit.

4. SMOKE DETECTOR

The unit smoke detector must be checked periodically by the unit owner to make sure it is operative. If it is not, the unit owner must have the detector repaired or replaced immediately.

5. COMPLAINTS

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.

6. CONDOMINIUM EMPLOYEES

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. Employees of the Managing Agent or the Unit Owners Association are not permitted to perform side work on the premises.

7. EXTERMINATION

The Association will provide extermination services. The extermination company services Potowmack Crossing twice a month. All requests for service can be directed to the Association office.

8. CAR WASH

There is a car wash area located behind the 1806 building. Unit Owners may not wash their vehicles in any other areas of the Property.

9. ENTRY DOORS

All entry doors to the buildings must be shut properly and locked. Do not prop open any building doors as they may cause vandalism and/or a burglary to occur. Any inoperative locks should be immediately reported to Condominium Office.

10. ATTIRE

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

11. SOLICITING

Solicitors are not permitted on the property. Unit owners are requested to contact the Association's Office to report any soliciting in the community.

12. RESTRICTIONS ON USE

- a) 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.
- b) No unit owner shall obstruct any of the common elements nor shall 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 prior written consent of the Board of Directors or the Covenants Committee, as appropriate.
- c) The common elements shall be used 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 shall be used for no purpose other than for normal transit.
- d) Nothing shall be done or kept in any common elements, which will increase the rate of insurance for the buildings or contents thereof applicable for the 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 in the common elements, which will result in the cancellation of the insurance on the buildings, or contents thereof which would be in violation of any public law, ordinance or regulation.
- e) No gasoline or other explosive or inflammable material may be kept in any unit or storage area. No waste shall be committed on the common elements.

- f) 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. Trash receptacles are conveniently located throughout the community in the rear parking lots. All refuse should be placed in the containers. Do not place the trash between the receptacle and the enclosure.
- g) All refuse should be placed in trash bags, then properly tied and deposited in the receptacles. No trash should be left in the hallways, basement or common area. All furniture, carpeting boxes (of any size), coat hangers or large items should be taken to the trash receptacle located in the parking lot.
- h) 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 buildings, parking areas, sidewalks, or lawns or elsewhere on the common elements.
- i) The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, feminine napkins, dryer conditioning and/or anti-static sheets, or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the unit owner causing such damage.
- j) Each unit owner shall keep the unit in a good state of preservation, repair, cleanliness, and shall not sweep or throw or permit to be swept or thrown therefore, or from the doors, windows, patios, porches, or balconies, thereof, any dirt or other substance.
- k) Nothing shall be done in the unit or on the common elements which may impair the structural integrity of the buildings or which may structurally change the buildings 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. If a homeowner is making a structural change in their unit they must: submit structural plans in writing to the Board of Directors, you must supply proof of your contractor's license and insurance, your homeowners insurance, and any other local permits which made be required to complete the work. All plans must be sent to the Board by certified mail. The Board of Directors has forty-five (45) days to respond to these changes.
- l) 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 obligation to maintain or repair such portions of the Property and, if the latter, then the cost of such compliance shall be a common expense.
- m) 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 any other unit owners. All units owners shall keep the volume of any radio, television, musical instrument or other sound producing devise 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 operating any such devices in a unit between the hours of eleven o'clock pm. and the following eight o'clock am. if such operation shall disturb or annoy other occupants.
- n) Carpeting and padding shall be maintained on 80% of all floor surfaces in each unit to adequately reduce the transmission of sound between units.
- o) Except for permitted non-residential uses, no industry, business, trade 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 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.
- p) Draperies, curtains or venetian blinds must be installed by each unit owner on all windows of the unit and must so be maintained thereon at all times so that the exterior color will appear beige or off-white.

- q) 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, porch, or balcony of such unit. The prohibition herein included 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, television or radio antennas or other items be installed by the unit owner beyond the boundaries of the unit. A unit owner may, however use a central television antenna provided as a part of the unit. No clothesline, clothes rack or any other device may be used to hang any items on any window, patio, porch, or balcony, nor may such devices be used elsewhere on the common elements except in such areas as may be specifically designated for such a use by the Board of Directors. Patios, porches, and balconies shall not be used as storage areas. No patio, porch or balcony shall be enclosed or covered by a unit owner without the prior written consent of the Board of Directors.
- r) Smoking is prohibited in all interior common areas.

13. PET RULES

- a) 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 the keeping of orderly domestic pets such as (cats, or caged birds).
- b) NO DOGS ARE PERMITTED ON THE PROPERTY IN ANY UNIT OR UPON THE COMMON ELEMENTS UNDER ANY CIRCUMSTANCES. Exceptions to this rule may be granted in compliance with the ADA (American Disabilities Act) as it pertains to the blind or the visually impaired, whereupon any such exceptions shall be granted only upon verification and documentation of disability.
- c) There will be no more than one pet per unit owner without the approval of the Board of Directors.
- d) Aquarium fish and other limited species of animals which cannot normally leave the unit and which do not make noise are permitted, subject to the Rules and Regulations adopted by the Board of Directors and provided that such animals are not for breeding purposes.
- e) 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, scratching, or unhygienic offensiveness.
- f) Pet owners are fully responsible for personal injuries and/or property damage caused by their pets and shall be deemed to have indemnified and agreed to 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.
- g) 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 pets.
- h) Owners of pets walked upon the common elements must properly clean up their pet's droppings in all areas.

14. STORAGE

- a) No personal property may be stored on the common elements except in the storage areas designated as such by the Condominium Instruments or by the Board of Directors.
- b) The designated areas for storage bins are located in the basement levels of buildings 1606, 1624, 1704, and 1732. The storage bins will be issued on a first come first served basis. All Unit Owners can contact the Association Office to register for a space.
- c) There will be a per-space per-month charge for each storage bin. Charges for storage bins are established by the Association and outlined in the Fee Schedule.
- d) The designated areas for storage of bicycles are located in the basement levels of buildings 1606. Use of bicycle storage in building 1606 is restricted to occupants of addresses 1602 through 1636. There is a limit of two (2) bikes per unit.
- e) There will be a one-time charge for keys to the bicycle storage rooms. Charges for bicycle storage room keys are established by the Association and outlined in the Fee Schedule.

- f) All personal property placed in any portion of the buildings or any place appurtenant thereto, including without the 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.
- g) Should the employee of the Association at the request of the unit owner move, handle or store any articles 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.

15. PARKING, PARKING AREAS, AND TOWING

- a) All vehicles must be registered with the Association Office and bear a current parking permit decal on the drivers side rear window. Convertibles or soft top vehicles may place permit decals on the side window. Placement of your permit decal on the front windshield is not recommended. A limit of two parking permits will be issued to one bedroom Condominiums and a limit of three parking permits will be issued to two bedroom Condominiums. All guests are required to obtain a temporary-parking permit from the Condominium Office or Health Club to park in the Potowmack Crossing parking lots, or they have the option to park on W. Abingdon Drive. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No taxi-cabs, marked commercial vehicles, buses, trucks, trailers, campers, recreational vehicles, boats or other large vehicles may be parked on the Property except in such 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. All vehicles must be in operable condition whereupon any vehicle found to be partially disassembled by removal of tires, and/or wheels, placed on jacks or with flat tires, and/or other essential parts required for operation, or which is not otherwise capable of being driven shall be considered inoperable.
- b) Except in areas designated by the Board of Directors, vehicle repairs other than emergency maintenance is not permitted. Parking of stored or covered vehicles is permitted providing they are in compliance with all rules as stated herein.
- c) All unit owners shall observe and abide by all parking and traffic regulations posted by the Association or by municipal authorities. The maximum safe speed limit is 10 M.P.H. in the Community.
- d) If any vehicle owned or operated by a unit owner or occupant shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such unit owner for 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.
- e) The Association reserves the right to tow, without prior notice and at the owner's expense any vehicle found to be in violation of rules as stated herein. In the event of towing, to determine if your vehicle has been towed you may call the Alexandria Police Department anytime, or the Potowmack Crossing Association office during normal office hours. Vehicles are subject to towing under the following conditions:
 - 1) Failure to display a valid Potowmack Crossing Condominiums permit decal, or valid temporary parking permit.
 - 2) Unauthorized parking of taxicabs, marked commercial vehicles, buses, trucks, trailers, campers, recreational vehicles, boats or other large vehicles.
 - 3) Failure to park vehicle wholly within the parking space lines.
 - 4) Vehicles found to be partially disassembled by removal of tires, and/or wheels, placed on jacks or with flat tires, and/or other essential parts required for operation, or which is not otherwise capable of being driven.
 - 5) Vehicles parked as to block sidewalks, painted walking areas, or driveways.
 - 6) Vehicles parked in areas designated as no parking or emergency fire lanes.
 - 7) Vehicles parked in handicap spaces where no Virginia or City of Alexandria approved handicap parking permit or license plates are displayed on the vehicle.

- 8) Failure to observe and abide by all parking and traffic signs and regulations posted by the Association or by municipal authorities.

16. ENTRY INTO UNITS

- a) 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 lock 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 knocker, or a bell or any other fixture on any doors of a unit without the prior written consent of the Board of Directors.
- b) The agents of the Board of Directors or the managing agent, and any contractor or workmen authorized by the Board of Directors or the managing agent, may enter any room or unit in the building upon reasonable notice to the unit owner at any reasonable hour of the day (except in the case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- c) 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, unless there is a letter on file to do so and no signature of acceptance is required for the package. 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 any injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Admittance by a Condominium Staff member to any unit will not be permitted without a prior written consent form signed by the homeowner. There will be absolutely no exceptions to this rule. The delivery may be claimed during regular office hours. The Association will not be liable for any damage or loss of these items. C.O.D. packages will not be accepted.

17. MOVING

- a) Moving furniture is permitted between the hours of 9:00 a.m. and 5:00 p.m. Monday through Saturday excluding holidays.
- b) Your date of move-in, move-out must be scheduled with the Condominium Office. The hallway light fixtures must be removed to make the move easier.
- c) There will be a charge for move-ins. Charges for move-ins are established by the Association and outlined in the Fee Schedule.
- d) Each unit owner is responsible for the proper removal of trash, debris, crating or boxes relating to that unit owner's move-in, move-out.

18. RENTERS

The Condominium Office must be notified when a Unit Owner is renting out their unit. There must be a lease agreement with the renter that states the renter agreement to abide by the Association documents and rules and regulations. The owner and/or renter are required to provide the Condominium Office with a photocopy of the lease agreement.

19. RECREATION FACILITIES

- a) 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 an 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.
- b) 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 a 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 direct negligence of the Association or its agents, servants, or employees in the operation, care and maintenance of such facilities. Any damage to the building, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pet shall be repaired at the expense of the unit owner.
- c) A Facilities Pass is required for access to and use of the Community Room and pool. Facilities Passes are available at the Association Office to all residents 12 years and older. No Facilities Pass will be issued to a non-resident.
- d) There will be a charge for facility passes. Charges for facility passes are established by the Association and outlined in the Fee Schedule.

20. EXERCISE ROOM

The exercise room and equipment are for the exclusive use of unit owners and their guests. The use of the equipment by pregnant women and those with health problems is not recommended. All children must be supervised by an adult when using the equipment. The use of the equipment for children under fourteen (14) years of age is not permitted.

21. TENNIS COURTS

The community also features a swimming pool with deck area, and tennis court. Tennis courts are available by RESERVATION ONLY. Reservations are made on the DAY YOU WISH TO PLAY for one (1) hour time slots. If the Condominium Office is closed contact the Exercise Room attendant to make a reservation. Doubles can reserve for one to two hours if needed. All players must wear rubber sole shoes at all times when on the court.

22. KITCHEN

With the exception of Association sponsored events, the kitchen in the Community Center is to be used as a warm up kitchen only and not for the preparation of food.

23. BARBECUING

The use of barbecue grills or other equipment for preparing food outdoors is PROHIBITED. BARBECUING IS ONLY PERMITTED AT THE GRILLS NEXT TO THE TENNIS COURTS. No cooking devices, i.e., grills, (charcoal or gas), brazier, hibachi or other flammable liquid or liquefied petroleum gas fired stove or similar device shall be ignited or used on the grounds. If found violating the Fire Prevention Code, a fine of \$1,000 and a sentence of one year in jail can be implemented in a court of law.

24. SWIMMING POOL

- a) The pool is to be used by unit owners and a limited number of registered guests. Two guests only per home will be permitted to use the pool facilities.
- b) Appropriate swimwear only shall be permitted in the pool and deck areas.
- c) Children under fourteen (14) years of age must be accompanied by an adult (Eighteen years or older).
- d) Glass containers of any kind are not permitted within the fenced pool and deck area.
- e) No furniture is permitted to be removed from the pool area.

- f) Pets are not permitted.
- g) All refuse is to be put in the trash containers provided.
- h) No running, pushing, splashing of water or general horseplay will be tolerated.
- i) Food and alcoholic drinks are prohibited.
- j) The Association reserves the right to revoke swimming privileges of anyone not abiding by these rules and regulations.

25. JACUZZI/SPA RULES

- a) The Jacuzzi/Spa may only be used during Health Club hours.
- b) Absolutely no beverages, food, electrical equipment, or pool toys are allowed in the Jacuzzi room.
- c) Anyone intoxicated is prohibited from using the Jacuzzi/Spa.
- d) No persons may enter the pump room for any reason. If the heater needs adjusting, please contact a health club attendant/or office person for assistance.
- e) Any jumping/diving or splashing is prohibited in the Jacuzzi/Spa.
- f) Any lost, damaged, or stolen goods in the Jacuzzi/Spa or bathrooms are not the responsibility of the Association.
- g) Each person must use the Jacuzzi/Spa at their own risk. The Association is in no way liable for any personal injury incurred while bathing in the Jacuzzi/Spa.
- h) Operation of the Jacuzzi/Spa is determined by and in compliance with State of Virginia and City of Alexandria Health Department codes. Use of the Jacuzzi/Spa and hours of operation are subject to change without notification.

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was adopted by the Board of Directors on this the 2nd day of November 2004.

President: _____

Jack Coffey