

LAKESIDE PLAZA  
CONDOMINIUM ASSOCIATION  
- RULES AND REGULATIONS -

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See Board Resolution

**LAKESIDE PLAZA  
CONDOMINIUM ASSOCIATION**

**Rules and Regulations**

**I. GENERAL**

- A.** The Association, acting through its Board of Directors, has adopted the following Rules and Regulations, to be effective June 15, 2002 pursuant to Section 2 and 2(a) of Article IV of the Lakeside Plaza Condominium Bylaws of 1983, and the Virginia Condominium Act.
- B.** The Association reserves the rights to alter, amend, modify, repeal or revoke these Rules and Regulations, and any consent or approval given hereunder at any time by resolution of the Association or of the Board of Directors. These Rules and Regulations are supplementary to, and not in lieu of, provisions governing the Condominium which are set forth in the Condominium Documents or "Condocs," including the Declaration and By-Laws of the Condominium. To the extent of any inconsistency, the following will prevail in the order noted: The laws and statutes of the Commonwealth of Virginia, the Declaration, the By-Laws, and these Rules and Regulations.
- C.** As used in these Rules and Regulations, the term "Association," includes the Association and its Management when acting on behalf of the Association.
- D.**
1. As used herein, "unit" means a condominium unit and, as applicable, limited common elements assigned to a unit such as parking and storage spaces, as well as balconies.
  2. As used herein, the term "Unit Owner(s)," means the Owner(s), whether in residence or not, of any unit. The term "Resident" means anyone living or residing in any unit; this includes unit Owner's and their families in residence or the "Tenants" in any unit.
  3. As used herein, the term "Visitor" means any employee, agent, guest, invitee, licensee or other Visitor of a unit Owner or Resident.
- E.** ALL unit Owners, Residents, and Visitors will at all times abide by all laws, ordinances, zoning and other governmental regulations, the provisions of the Condocs including Declaration and Bylaws, and these Rules and Regulations.
- F.** A unit Owner is primarily and ultimately responsible for his/her own conduct and for the

conduct of all Residents in, or Visitors to, his/her units -- whether in the unit or any Lakeside Plaza common areas. Unit Owners are responsible for informing Tenants, Residents, and Visitors of these Rules and Regulations.

- G.** A unit Owner is responsible: for informing real estate agents and prospective purchasers of his/her unit of these Rules and Regulations (for example, by furnishing copies with any “resale certificates” and/or other “purchase” or “closing” documentation).
- H.** Any violations of these Rules and Regulations may be reported orally, but should be reported in writing, to the Management Office. (See also Section IX below.)
- I.** For any violation of its Rules and Regulations, the Association may recoup any monetary damages, and/or levy rules violation charges, and/or suspend rights to vote and/or to use recreation facilities, parking facilities, or other services. The Association may also initiate legal action to recover any sums due and/or for injunctive relief, or for any other remedy available in law or equity. None of the more specific penalties provided herein is intended to restrict the more general rights of the Association. Remedies are cumulative and the selection of one does not preclude the use of others.
- J.** Nothing in these Rules and Regulations is intended to restrict the right of Management or of any unit Owner/Resident to notify the Police or other County/State/Federal authorities of disturbances of the peace or of other illegal activities, or of health or fire-safety issues, or of concerns for the safety of children or pets, or of concerns about persons who may pose a risk to themselves or to others, or of other appropriate concerns.

## **II. ASSESSMENT FOR RULE (S) VIOLATIONS**

- A.** A unit Owner will be assessed any costs incurred by the Association to repair or replace any property damaged by the unit Owner or his/her Residents, or Visitors or their pets. A unit Owner may also be assessed the costs and legal fees incurred by the Association in taking corrective, protective, or preventive action as a result of his/her conduct or that of his/her Residents, or Visitors, or their pets, in violation of these Rules and Regulations. (See also Section I, subparagraph F, above and Section IX below.)
- B.** A unit Owner may be assessed for violations of these Rules and Regulations, as provided by the Virginia Condominium Act and in accordance with the nature of the offense and prior record of the violator. Violators will be entitled to a scheduled hearing and an appropriate assessment will be made by the Board of Directors that may constitute a lien against the unit and/or the personal obligation of the unit Owner. (See also Section IX below.)
- C.** Except as otherwise provided herein, and up to the maximum allowed by law (over time), the following charges may be assessed for violations of the Association’s Rules and Regulations (upon findings of the Association, through its Board of Directors, and

depending on the nature and extent of the Rule violation):

For each offense of a “singular nature” - up to \$50.00 or the maximum allowed by law, whichever is greater)

For an offense of a “continuing nature” – up to \$10.00 per day, not to exceed 90 days or such other amount allowed by law.

**D.** The Board may also assess charges against any unit Owner for any violation of the Condocs or these Rules and Regulations (see also Sec. IX) and may suspend the unit Owner’s voting rights and right to use facilities for a period not to exceed thirty (30) days.

### **III. BASIC UNIT RULES**

#### **A. USE OF UNIT**

1. Residential units will be occupied for private Residential purposes only. (No Residential unit will be used substantially for commercial or business purposes.)
2. No noxious or offensive activity shall be conducted in any unit that would interfere with the rights, comfort, or convenience of another unit or units, and nothing shall be done in a unit that may be or become a significant annoyance or nuisance to others.
3. The total number of persons, over the age of 24 months, residing in any unit, at any time, shall be no more than two times the number of bedrooms in the unit. The number of “bedrooms” in a unit is determined by the Condocs. The term “bedroom” does not include “dens.”
4. No unit shall be used for any unlawful purpose and no unlawful act shall be committed or permitted in or upon any unit.
5. Unit doors opening onto the public halls and building entry doors will be kept closed and secured at all times, except when in use.
6. Nothing will be done or kept in any unit which may result in the cancellation of insurance on the building or contents thereof, or would be in violation of any public law, ordinance or regulation. Gasoline, propane or other highly flammable or explosive material, other than common household products in limited quantities, will not be kept in any unit, its balcony or storage area.

#### **B. CONDOMINIUM FEE PAYMENT**

1. a.) All condominium charges or assessments are due and payable to the

Association on or before the first day of each month. This includes payment of any late fee charges levied in the previous month (see paragraph 2 below).

b.) Checks returned for insufficient funds (and/or "NSF") will be subject to a handling charge of \$25 or up to the maximum allowed by law.

c.) For repeated delinquencies, and/or checks returned for insufficient funds, Management is authorized to request payment in cashiers' check, money order, or certified check.

2. a.) Payment of condominium charges may be made via U.S. Mail or may be hand delivered to the Management office or to the Front Desk. A dated receipt may be requested.

b.) A late charge of \$25.00 will be levied against delinquent unit Owners if payment of the condominium charge or other assessment (including prior late charges) is not received by the 15th of the month.

3. Management or Association's attorney will notify, in writing, delinquent unit Owners of the amount of delinquencies, late charges or other amounts due.

4. Management may send by U.S. Mail or hand delivery, a Notice of Intent to File a Lien to all unit Owners delinquent more than 30 days, stating that if the account is not paid in full within ten days, the account will be accelerated and the fiscal year's assessment for that unit will be declared due and payable and the account will be forwarded to the Association's attorney for collection. This letter may, to the extent practicable, suggest the type and amount of collection costs and charges that might be incurred by the unit Owner(s); such suggestion is in no way binding.

5. Any legal costs associated with the collection of condominium fees, assessments, or rules violation charges will be the responsibility of the unit Owner. The attorney will inform the delinquent unit Owner of the intent to file a lien setting forth the amount delinquent, late charges, costs and attorney's fees, as well as other charges, to be pursued and advising that a Lien will be placed against the property if not paid within ten days. The attorney may initiate suit by the 60th day of delinquency. Any payments will be applied to the oldest outstanding debt first. Foreclosures or other legal actions will be on a case-by-case basis as authorized in writing by the Board of Directors.

6. In addition to all other rights that the Board of Directors has for non-payment of regular or special assessments, which are more than sixty (60) days past due, the Board of Directors shall have the right, until the assessment has been paid, to suspend a unit Owner's voting rights and right to use facilities, such as recreational facilities, or services, including utility services, such as water, provided directly through the unit Owners' association.

## **C. ENTRY INTO UNITS**

1. The Association or Management shall not cause a master key system to be used for any unit in the condominium. Each unit Owner or Resident must provide current keys to the Association or Management (called "emergency keys").
2. No unit Owner or Resident shall alter the outward appearance of any unit door with the exception of the installation of a deadbolt lock.
3. The keys in custody of Management ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association and Management in a locked box.
4. Emergency keys may be used to admit an Owner or Resident who is inadvertently locked out of their respective unit. Persons locked out may contact the Front Desk who will notify the Manager or Engineer on duty to provide access. Proper identification will be required. Unit access will not be provided without proof of residency. If an emergency key is needed for this purpose between 5:00 p.m. and 8:00 a.m. a fee of \$25.00 will be charged. To facilitate access in the event of a lock out, Owners or Residents may wish to permanently maintain a "convenience" unit key at the Front Desk; these "convenience" keys will be maintained behind the Front Desk and under the supervision of Front Desk personnel.
5. Emergency keys shall not be used to admit guests or other Visitors. If the unit Resident will not be home when guests or visitors arrive, prior arrangements should be made at the Front Desk for access to the unit by means of the Resident providing "both an admit slip and a key" or "an admit slip" which will authorize the use of the "convenience key."
6. The Association (and its Board, Agents, or Management), and only in the exercise and discharge of their respective powers and responsibilities, shall have the right to enter any unit. Reasons for such entry may include:
  - a. The fact or threat of fire, flood, or any emergency or any other condition that may adversely affect the common areas or other unit(s), or the fact or threat of illness or danger to the Owner(s) or Resident.
  - b. Inspection of the unit, upon due cause shown, for the presence of any vermin, insects, or other pests, or the presence of other health hazards, and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or pests or remove such hazards. Entry may be at any reasonable hour of the day after notification (except in case of an emergency, in which case entry may be immediate and without notice).

7. If an “emergency” key has not been furnished (as required by paragraph 1 above) and if access to a unit is warranted as described in paragraph 6 above:
- a. The Association (and its Board, Agents, or Management) shall have the right to remove and/or destroy the unit door and/or unit door lock(s), by any means necessary.
  - b. The unit Owner shall be responsible for the repair or replacement of such door and/or lock(s) and all costs associated.
  - c. The Association (and its Board, Agents or Management) shall not be responsible for the damage to and/or removal of the unit door and/or door lock(s) or for any property within the unit which may be lost, stolen, or destroyed as a result of the damage to and/or removal of the unit door and/or lock(s).

**D. MAINTENANCE AND UPKEEP**

1. Nothing shall be done in any unit or on the common areas which may impair the structural integrity of the building or which may structurally change the building. Nothing may be removed from or changed in the common areas without the prior written consent of the Board of Directors.
2.
  - a. All structural repairs and replacements shall be of first class quality and as similar to the character of the construction or installation that existed prior to the occasion that necessitated the repairs or replacements. Repairs and replacements shall be done with contemporary building materials and equipment after all necessary permits and approvals have been obtained.
  - b. All radio, television, sound system, or other electrical equipment of any kind or nature installed or used in each unit 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 will be liable for any damage or injury caused by any radio, television, sound system or other electrical equipment in each unit.
3. Unit Owners are responsible for all damages to other units and the common areas resulting from the lack of proper maintenance or repairs to their respective units.
4. Each unit Owner or Resident will promptly report to the Management any defects that may potentially damage other units and/or common areas.

## **E. WINDOW TREATMENTS**

1. To ensure a uniform attractive external appearance to the building, all window treatments must show an exterior (that is, the side facing outward) color that is either white or off-white. (If other colors are used, they must be backed with a white or off-white lining so that the lining shows to the outside rather than the colored or decorative side). Sheets, plastic, cardboard, plywood and other such materials are prohibited except for limited temporary use following a casualty to a unit.
2. Window treatments installed in all windows and balcony doors of a unit must be maintained in good condition.

## **F. FLOOR COVERING**

1. All unit floors, with the exception of kitchens and bathrooms, in each unit shall be covered with sufficient rugs or carpeting and padding to adequately limit sound transmission to other units.
2. Installation of any floor covering, except carpeting, must be approved by the Board of Directors.

## **G. DISTURBANCES**

1. Owners and Residents shall exercise extreme care not to disturb other Residents with excessive noise or voices, or the unreasonable use of radios, televisions, musical instruments, telephones, amplifiers, or other similar devices.
2. Noisy repair or installation work shall only be done between the hours of 9:00 AM and 6:00 PM.
3. Under no circumstances shall any sound from one unit be at a level sufficient to be heard or felt in another unit between the hours of 11:00 PM Friday night to 9:00 AM Saturday morning, 11:00 PM Saturday night to 9:00 AM Sunday morning, and 10:00 PM to 9:00 AM Sunday through Thursday.

## **H. BALCONY AND WINDOWS**

1. To assure structural integrity and sanitary conditions, the following rules apply:
  - a. Nothing will be affixed to the exterior building facing, floor or ceiling of a unit balcony area.
  - b. To prevent water accumulation or damage, balcony floors will not be covered.
  - c. The permanent attachment of satellite dishes to balconies or railings is prohibited. Dishes must be less than one (1) meter and/or 39" in diameter and

placed either on a freestanding base or clamped (no holes drilled) to the railing with no portion of the dish extending beyond the vertical plane of the railing.

d. No balcony shall be enclosed or covered and there shall be no awnings, canopies, blinds, shades, screens or similar fixtures attached to, hung in, or used in connection with any balcony of a unit.

e. No balcony shall be used as a storage area for items such as boxes, storage chests, appliances, bicycles or similar articles.

2. Customary lawn or patio furniture in good condition and reasonably sized, and well-tended plants may be placed on the balcony. However, all items should be placed and secured so as to protect against being blown or pushed off the balcony.

3. In order to assure a uniform appearance from the outside of the building, no unit shall hang, display or expose, from any window, door, balcony, or exterior of the unit, so as to be visible from anywhere on Lakeside Plaza property, any of the following:

a. Laundry, including clothes, clotheslines, clothes drying racks, rugs, and the like;

b. Recreational vehicles or equipment, including bicycles, mopeds, scooters, skis, and the like.

c. Signs, posters, or decorations, with the following exceptions: the American flag (appropriately displayed) and temporary appropriate seasonal decorations.

4. It is prohibited to throw or sweep any items off the balcony (for example, cigarettes, water, dirt, etc.). It is prohibited to cause any water or liquid to drip from or run off any balcony (for example, hosing off the balcony, over-watering of plants that result in excess water spilling over the balcony, etc.)

5. No charcoal cooker, brazier, hibachi, grill, or any gasoline, propane or other flammable liquid, or liquefied petroleum gas fired stove, or similar devices shall be ignited or used on balconies or within the units under order of the Fairfax County Fire Marshall. Such cooking may be done in the designated areas of the common areas outside of the building. Electric grills are permitted.

6. Unsupervised pets are not permitted on balconies.

## **I. TRASH AND GARBAGE**

1. Garbage must be placed in securely tied plastic bags small enough to fit into the trash chute. Trash or fluids of any kind shall not be left in any trash rooms or elsewhere in any common areas (this includes boxes and newspapers). All recycled products will be placed in their designated area.

2. No burning objects or highly combustible liquids are to be placed in the trash chute.
3. Large boxes or other large objects should not be placed in the trash chutes or trash rooms, but should be placed inside the dumpster.
4. Littering is prohibited anywhere in the building or on the property.

## **J. STORAGE**

1. All personal property placed in the storage areas or on other common areas shall be at the sole risk of the property Owner. The Association will not be liable for the loss, destruction, theft or damage to such property.
2. No articles will be stored, whether in individual units or in the storage area, that will create a fire hazard, be in violation of the public laws and regulations, or increase insurance rates of the building. The Association assumes no legal responsibility whatsoever for the care, damage or loss of any property, whether in a unit, or in storage cubicles.
3. Should an employee of the Association, at the request of a unit Owner or Resident, move, handle, or store any articles in storage rooms or remove any articles wherefrom then in every such case, such employees shall be deemed the agent of the unit Owner or Resident. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
4. Entrance to the storage area will be controlled by the Front Desk. Without proper identification, access to the storage rooms will be denied. Individuals signing for the storage room key must be at least 18 years old.
5. A bicycle storage area is provided for the storing of bicycles. No bicycle will be stored on the balconies.

## **IV. COMMON AREAS**

### **A. CONDUCT AND ATTIRE**

1. No obnoxious or offensive activity shall be conducted in any of the common areas, which would interfere with the rights, comforts, or conveniences of other Residents, and nothing shall be done in the common areas which may be or become a nuisance to others.
2. Smoking or drinking of alcoholic beverages in any of the indoor common areas, except the community room, is prohibited. The Board of Directors may grant exceptions

for community special events. Use of any unlawful substance on the property is prohibited.

3. Playing or loitering in the indoor common areas, driving lanes, parking areas, and garages is prohibited.
4. All persons shall be fully clothed (including shirts and shoes) and properly attired when appearing in any of the common areas. Shirts and shoes are required in all common areas except for the swimming pools. (See also Sec. VII for Recreational Facilities)
5.
  - a. Only “motor vehicles” regulated and licensed by the State Department of Motor Vehicles (DMV) such as cars, vans, trucks, buses, or motorcycles are allowed to be operated and/or ridden within Lakeside Plaza property. Personal handicap transportation devices are permitted.
  - b. The term “other riding equipment” includes, but is not limited to, tricycles, bicycles, skateboards, skates, roller-blades, scooters (manual or motorized), or similar wheeled-toy items (but does not include handicap transportation devices).
  - c. No “other riding equipment” may be operated or ridden in any indoor common areas, such as hallways, elevator lobbies, or the main lobby. Such indoor common areas may be used only to carry or transport such equipment to or from the building to beyond the Lakeside Plaza property.
  - d. “Other riding equipment” should be taken out of or into the building only through the garage entrances.
6.
  - a. Upon exiting the building, all “other riding equipment” may be operated or ridden only in transit to or from the Lakeside property. Under no circumstances shall “other riding equipment” interfere with pedestrian or motor vehicle traffic.
  - b. The Lakeside garages, driveways, parking lots, and main entrance are for the operation of DMV-recognized (and licensed) vehicles only. Any “other riding equipment” may not be operated in these areas, but can be carried/transported through the Lakeside property to other areas (outside of the Lakeside Plaza Condo) where they may be lawfully operated.

## **B. VANDALISM / OBSTRUCTION**

1. Any defacing or deliberate damage to the building, recreational facilities, or common areas is prohibited. Any such damage shall be promptly repaired at the expense of the responsible unit Owner. Security cameras may be in use throughout the property.
2. Nothing shall be done on or kept in the common areas which would result in the

cancellation of insurance on the building or contents thereof or would be in violation of any public law, ordinance or regulation.

3. Baby carriages, bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property will not be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere in the common areas.

4. Nothing shall be stored in the common areas. Entrances, halls, stairways and other similar common areas of the building must not be obstructed or used for any purpose other than entering or leaving the building. The lobby, community room, storage area, trash rooms, pool area, exercise rooms, sauna and steam room, walks, driveways and similar public areas of the building may be used only for their designated purposes.

### **C. DECORATIONS AND ADVERTISEMENTS – INDOOR COMMON AREAS**

1. Nothing shall be hung, displayed or exposed on the exterior of a unit or common areas. No public hallway or any common area shall be decorated or furnished by any individual unit Owner(s)/Resident(s). The Board may, upon request, authorize within some common areas, temporary displays, including appropriate seasonal decorations, particularly as requested by its Standing Committees, such as the Budget, Community Forum, Covenants, Neighborhood Watch, pets or Social Committees.

Appropriate unit door decorations are permitted provided the unit number is visible.

2. No rug or other obstructions shall be placed outside a unit doorway in the common area's hallway. No signs, other than appropriate standard pet and/or fire information shall be displayed in any unit window, on any balcony, or on any entrance door.

3. There shall be no posting of any advertisements or posters of any kind in or on the condominium without the written approval of the Board of Directors.

4. Name plaques are not permitted in the lobby or other common areas, with the exception of the commercial spaces.

5. Solicitors are not permitted in the building. If any Resident is contacted by solicitors on the property, the Front Desk must be notified immediately. Violators will not be allowed future access.

### **D. MOVING – DELIVERIES – SERVICE CALLS**

1. a. Moving of personal property, (other than hand baggage, packages and single cart/dolly loads), deliveries of furniture, appliances etc., and move-ins/move-outs, must utilize the service elevator and loading dock. Reservations to use the service elevator and loading dock must be scheduled in advance, at the management

office, between 8:00 a.m. and 4:00 p.m., Monday through Friday. A non-refundable moving fee of \$100.00 will be charged for move-ins/move-outs and updating of management office records. Move-ins/move-outs are restricted to the hours between 9:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays.

b.) A refundable security deposit of \$100.00 must be given prior to the use of the service elevator and loading dock as security against damages. Failure to comply with the hours (See a.) will result in forfeiture of the \$100.00 security deposit.

2. Deliveries not scheduled in advance can be refused by the Management. If the Resident will not be home, prior arrangements should be made at the Front Desk for access to the unit by means of the Resident providing both an admit slip and key for the specified delivery.

3. A unit Owner is responsible for the conduct of the Residents, including Tenants, of the unit (see Section I) and is therefore likewise responsible for informing them of the Rules and Regulations concerning move-in/move-outs prior to any move. The Owner/Resident/Tenant is responsible for notifying the moving company and delivery service of these requirements.

## **V. PETS**

### **A. STATE AND LOCAL LAWS**

1. Residents are required to comply with State and Fairfax County Ordinances.

2. These Ordinances prohibit keeping vicious, wild, or exotic animals as pets. They also require that pets be leashed at all times when outside the unit, and prohibit animals from running loose on common property, and prohibit animals from trespassing or damaging another's property or creating a nuisance.

3. These Ordinances and Rules also authorize the County Animal Warden to enter the condominium property to investigate complaints and to enforce said Ordinances. Any unit Owner or Resident of Lakeside Plaza may report violations to the Animal Control Office by calling 703-830-3310.

### **B. PETS TYPES, GENERALLY**

1. No animal, other than two (2) common household pets, shall be kept or maintained in any unit. Exotic pets are prohibited.

2. No animal(s) will be kept, bred, or maintained for commercial purposes in any unit.

3. No attack dogs, or dogs of a vicious nature or temperament, are permitted, including but not limited to Pit Bulls, American Pit bull Terriers, Staffordshire Terriers, and other Bull Terriers.

4. All pets will have all licenses and vaccinations as required by law and will also meet all other requirements of Virginia Commonwealth and County and local statutes and regulations. Proof of such licenses and vaccinations will be furnished to Management when the pets take up residence at Lakeside Plaza and will be periodically updated to assure compliance with the requirements of the law. (See also “registration” below).

**C. DOGS; SIZE AND NUMBER**

1. No more than two (2) dogs will be maintained in any single unit.

2. The total/combined weight of dog(s) in any individual unit shall not exceed thirty-five (35) pounds at full growth.

3. a. An Owner of a dog(s) “who has not yet reached full growth” (also referred to as “puppies”) shall no later than 1 week after the puppy taking up residence at Lakeside Plaza, furnish the Management with a statement by a certified Veterinarian (DVM) stating: (1) the animal’s age and current weight, (2) the estimated breed(s) of the animal (to the extent possible), and (3) a professional estimate of the animal’s expected weight upon reaching full growth (which may be stated within a five-pound range).

b. Management will consider this information (and may also refer to the common breed standards, including size, established by the American Kennel Club) and will make a recommendation to the Board of Directors (with a copy to be furnished to the Owner, who may also submit additional comments to the Board of Directors).

c. The Board of Directors will then determine if it is reasonably to be expected that the puppy, upon reaching full growth, would conform to the Rules and Regulations requirement as to size. If so, the puppy may continue to reside at Lakeside Plaza and a written record of such determination will be included and maintained in the Registration records for future reference. If the dog, when grown, exceeds the weight limitation, removal may be required at the Board’s discretion.

d. Certified “service” or “assistance” dogs will be exempt from the provisions of this Section C, as determined by Management and/or the Board of Directors, and as required by law, but, such pets, must comply with all other licensing, vaccination, behavior and conduct requirements.

#### **D. REGISTRATION**

All pets must be registered with Management within one week of taking up residence. Registration(s) includes a current picture of the Owner and pet(s), as well as proof of required licenses and vaccinations as described above. This procedure is for the protection of both Owners and pets. Registrations, particularly current pictures, will be updated as appropriate or as periodically required by Management.

#### **E. CONDUCT, GENERALLY**

1. As a general requirement, all pets will be controlled by their Owners to preclude interference with the enjoyment by others of their units and the common areas.
2. Any pet that creates a disturbance or detracts from any unit Resident's enjoyment of his/her own unit, or the common areas, will be considered improperly behaved. The Management may require the immediate removal of an improperly behaved pet from the premises.
3. All pets will be maintained in a clean and odor free manner, ensuring no annoyance for neighbors.

#### **F. CONDUCT, ADDITIONAL SPECIFIC RULES**

1. Pets must be restricted to the Resident's unit. For their own safety, pets are not permitted on unit balconies without supervision.
2. Pets are not permitted in the main entrance lobby, except by means of transport in a carrying case. Pets are not permitted in the mail rooms, storage areas or cubicles, the commercial section, the community room, the pool areas, the tennis court or exercise rooms..
3. Pets are not permitted in the hallways, elevators or indoor common areas except for transit between the individual unit and outdoor grounds of the common areas, and even then pets must be accompanied by their Owner/care giver and be leashed or carried.
4. All pets will be leashed or carried in a controlled manner while in common areas. Pets must be on a maximum 6-foot leash.
5.
  - a.) All pets are to be walked in the Pet Relief Area which is clearly marked by appropriate signs around the common area grounds of the building; use of any other areas for pet relief is prohibited. (Because of the communal nature of these relief areas, it is suggested that dog Owners insure that their pets are protected from the Parvo Virus disease).
  - b. Any and all excrements or waste left in the Pet Relief Area(s) must be properly

removed and disposed of by the pet Owner. Digesters are provided in the pet relief area for this purpose.

c. Pet relief is prohibited in any common areas except the specified Pet Relief Area. Pet relief is prohibited in hallways, elevators, lobbies, garages, driveways or non-relief grounds areas. Moreover, in the event such prohibited pet relief occurs, the pet Owner will take immediate steps to remove and thoroughly clean the area of all pet waste. In addition to possible Rules-violation charges, the pet Owner and/or unit Owner may be held financially responsible for any repairs/replacements to such common areas as a result of the pet relief damage.

**G.** All pets of visitors or guests must comply with all of the above Pet Rules, including conduct, and size, at all times when on Lakeside property, except that such pets need not be registered with Management unless they are here for more than 48 consecutive hours or more than 2 visits, in which case they must be registered on the third day or third visit respectively.

**H. “GRANDFATHER” PROVISION**

A Dog properly registered with Management, prior to the effective date of these Rules and Regulations, and weighing between 35 and 40 pounds is “grandfathered” for the purposes of Section C 2 above.

**VI. PARKING AND VEHICLES**

**A.** Law enforcement officers are permitted on Lakeside Plaza property at any time to enforce state and local traffic and motor vehicle laws.

**B.** All Owners, Residents and Visitors will observe and abide by all parking and traffic regulations as posted by the Association or by Municipal Authorities. Violations should be reported to the Front Desk by providing parking space number, or parking decal number, or license plate number of the violator's vehicle.

**C.** The speed limit is 10 miles per hour on all Lakeside Plaza property.

**D.** No automobile or other vehicle may be parked in someone else's assigned or numbered space without permission. Blocking anyone from access to or from their space is strictly prohibited. No automobile or other vehicle may be parked blocking building exits, sidewalks, driveways, or zebra-zones, or encroach upon lawns, landscaping or Fire Lanes.

**E.** The building entrances located in the parking garages, are not to be used for loading or unloading, and stopping is not allowed; this includes loading and unloading by taxis. To do so, results in blocking other Residents from access to their spaces as noted above.

**F.** All vehicles must be legally parked. "Legal" parking is defined as parked between the

lines so that no part of the vehicle protrudes into the space beyond the line, nor on the line, and does not protrude into lanes of traffic.

- G.** No buses, trucks (greater than one ton), trailers, boats, or recreational vehicles, will be parked in any parking areas, or in driveways except in such areas, if any, specifically designated for such parking by the Board of Directors.
- H.** All trucks (one ton or less), and commercial vehicles driven by Residents shall be parked only in assigned spaces or in "Visitor" spaces located in the rear or along the west side of the building.
- I.** Any vehicle that is covered must be parked only in assigned spaces. Vehicle covers must be contoured/tailored so as to reasonably fit the vehicle and must be maintained in good condition. Vehicles must be properly registered and licensed and be in safe and good operating condition even if covered.
- J.** Unit Owners will be responsible for all damage caused by the unit Owner or Residents or Visitors (for example., oil spills, hitting guard rails, fences or light posts, etc.), and shall promptly report to Management any damages or any need for any repairs to the Lakeside Plaza property.
- K.** Repairing or servicing of automobiles, or any other vehicles anywhere on the property, including the garages, is prohibited, except for minor emergency repairs, such as changing a tire or charging a battery. Vehicle washing is permitted only in the designated area.
- L.** All Residents must register their vehicle(s) and secure a permanent Lakeside Plaza parking permit decal from the Management Office. The decal should be placed where it can be easily seen (the lower left corner of the driver's side rear window is recommended).
- M.**
  - 1. All Visitors must park in a space designated or labeled as a "Visitor" parking space. Any unauthorized parking in a non-Visitor space (or an Owner's space) may result in ticketing, booting or towing of the vehicle at the vehicle Owner's risk and expense.
  - 2. All Visitors entering the property must register their vehicle at the Front Desk. Visitor vehicles remaining on the premises more than 24 hours must obtain a temporary permit from the Front Desk and display it inside the front windshield or hang it from the rear view mirror.
  - 3. Unit Residents who wish to allow a Visitor to use the unit's assigned parking space may obtain a 'Visitor's' pass from the Front Desk, which must be displayed on the front dashboard of the visiting vehicle while on the property or in the assigned space.
- N.** All vehicles must display all current plates, tags, and decals, including safety inspection stickers, required by state and county law. In addition, for the safety of the community,

all vehicles must be in safe and good operating condition.

- O.**
1. The Condominium has designated its primary “Handicapped” parking area, directly in front of the building, on both east and west sides.
  2. All parking spaces labeled or posted as "Handicapped" spaces may be used only by disabled persons who have obtained, and display, a State-issued permit, temporary or permanent, or be licensed for handicapped parking. Charges for violating handicapped parking restrictions may be assessed as provided generally herein or as otherwise provided by law. Remedies may include towing.
  3. The Association may, in its sole discretion (see Condoc Declaration Art. XI, para.K), designate certain additional spaces as “special permit parking only,” designed for temporary “special needs” or a temporary disablement, not warranting a State issued handicap parking permit. Persons parking in these designated spaces must obtain from the Management Office a Special Lakeside Permit, which must be displayed on the front dash while parked in such space.
- P.** Should an employee of the Association, at the request of a unit Owner or Resident, handle, move, park, or drive any automobile placed in Lakeside’s parking areas, then, and in every such case, such employee shall be deemed the agent of the Owner/Resident. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
- Q.**
1. In addition to any other remedies available to the Association, including assessment of charges for violation(s) of this Section of the Rules, vehicles in violation(s) may be booted or towed at the vehicle-Owner’s risk and expense.
  2.
    - a. The Association’s On-Site Manager may direct the booting and/or towing of any vehicle in violation any of these Rules.
    - b. In the event that the On-Site Manager is not available, or in an emergency, the chief Engineer-on-Duty or contracted Security Personnel is authorized to direct the “towing” of any vehicle which blocks fire lanes, obstructs access to garages or other parking areas, or which otherwise poses a threat or significant hindrance to the Community. In addition, such staff/contractor may direct the “booting” of any vehicle in violation.
- R.** The Association may assess a service fee of \$50.00 for the removal of a boot with respect to any vehicle in violation of these rules.
1. If the Owner of the booted vehicle is a Unit Owner, Resident, or Visitor to the Lakeside Plaza property, the Unit Owner may request an opportunity to be heard to seek a

refund. (See Section IX)

2. If the Owner of the booted vehicle is not a Unit Owner, Resident, or Visitor to the Lakeside Plaza property, this assessment is absolute due to “trespassing” on Lakeside Plaza property (subject to applicable state or local law).

S. 1. A unit Owner or Resident may request of the Lakeside management, staff or towing contractor, the “ticketing,” “towing” or “booting” of any vehicle in his/her assigned space, or may contact any appropriate law enforcement agency or towing contractors directly.

2. A Unit Owner or Resident may be required to post a \$25.00 “deposit” for the placement of a boot on a vehicle in their assigned space: this “deposit” may be “refundable” upon the collection of the boot-removal fee.

3. The costs of towing, determined by the towing company, may exceed \$75.00 plus any applicable impound/storage fees. These costs are the sole responsibility of the vehicle Owner or the Owner/Resident identified with the vehicle.

## **VII. RECREATIONAL FACILITIES**

### **A. USE AND RESPONSIBILITY**

1. All persons using any of the recreational 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. Residents are responsible for complying with recommended health and use restrictions on facilities and equipment.

### **B. SWIMMING POOLS**

1. The Lifeguard is authorized and required to enforce the Rules and Regulations of the Lakeside Plaza Condominium and Fairfax County.

a. The lifeguard is the final authority over all activities in the pool areas.

b. If a person does not obey the lifeguard, he/she may be expelled from the pool area. If a person refuses to leave the pool area, the security guard is to be summoned to escort the person from the pool area. If the person continues to refuse to leave the area, or if the security guard is not available, the police are to be summoned with applicable charges to be filed. The Association may also take additional measures against the person (for example, rule violation charge, restrict pool usage, etc.).

c. The lifeguard and front desk clerk are to report problem cases to management. Verbal reports are may be provided with a written report to follow within twenty-four (24) hours of the incident. Reports should contain a description of the incident with the date and time of its occurrence, names, unit numbers, and telephone numbers of involved parties and/or witnesses. Other parties and witnesses of the incident are encouraged to submit reports.

2. Admission to The Pools

a. Only Resident Unit Owners, Residents, or Visitors may use the pool facilities. Management will issue authorized “passes” for swimming pool admittance.. Anyone using the facilities must comply with all Rules and Regulations promulgated by governmental authorities and the Association. Unit Owners are responsible for the actions of Owners, Residents, and Visitors using the swimming pools (or pool areas). Repeated or serious offenses may result in suspension of pool privileges.

b. Residents will be admitted on a no charge basis. Each unit will be allowed, without charge, two guests at any one time, if, in the opinion of the pool Contractor or Lifeguard on duty, there is sufficient room in the pool at the time of the request. The Board of Directors may establish payment for additional guests.

c. Lakeside Plaza pool passes and guest passes must be shown to the pool Lifeguard on duty when entering the recreational area. Pool passes and guest passes may be revoked for misuse, or for reasons of misconduct, as determined by the Management or the Board of Directors.

d. When inclement weather continues to restrict outdoor pool use in excess of thirty (30) minutes the Lifeguard will coordinate with the On-Site Manger or the Pool Contractor and will open the indoor pool.

e. Children twelve (12) years of age and under, in order to be admitted to either the indoor or outdoor pool, must be accompanied by an adult who must remain with the children the entire time they are in the pool area.

f. Children thirteen (13) years of age and over, not accompanied by an adult, may be asked by the lifeguard for proof of age and demonstrate the ability to float or swim. An Official I.D. will be necessary to prove such age. I.D. cards, proving the child’s age will be available in the Management Office. Parents must show proof of age of the child in order to obtain the I.D.

g. The Board of Directors shall periodically determine the times of use and operation of the indoor swimming pool, the indoor pool-area Jacuzzi, steam and sauna rooms, and the outdoor swimming pool (sometimes collectively referred to

as “the pool(s).”

h. During all hours of pool operation, at least one lengthwise lane shall be designated, and roped off, for lap swimming only.

i. For health and safety reasons, children twelve (12) years of age and under, are not permitted in the Jacuzzi, steam room or sauna room unless accompanied by an adult.

j. All persons must shower before entering the pool and/or Jacuzzi area.

k. Admission will be denied to anyone with skin abrasions, colds, coughs, inflamed eyes, infections or anyone wearing bandages.

### 3. Pool Conduct

a. Running, pushing, wrestling, throwing objects, yelling or any undue disturbance in or about the pool area will not be tolerated.

b. Persons under the influence of illegal drugs or alcohol, or carrying alcohol, will not be permitted in the pool areas.

c. No abusive, offensive or profane language or breach of the peace will be tolerated.

d. Spitting and urinating in the pool area is prohibited.

e. Diving is not permitted.

f. Jacuzzi use is limited to fifteen (15) minutes. Using the area beyond such time is prohibited and may pose a health risk. (Also, see health advisories posted at the Jacuzzi.)

g. Enjoyment of the pools by swimmers has priority over play activities. Lap lanes are reserved, at all times, for lap swimmers.

h. No glassware of any type will be permitted in the pool area.

i. No food is permitted at the indoor pool. Food is only permitted in the designated areas of the outdoor pool area.

j. Refuse must be deposited in trash receptacles.

k. Pets are not allowed in the pool areas.

l. Robes, shirts, shoes, and other suitable garments must be worn to and from the pool area. Dressing areas are provided in the bathhouse for change of clothing. Dripping bathing suits and beach attire will not be tolerated in common areas.

m. Appropriate swimsuits must be worn in the pool. Street clothes and undergarments are not considered appropriate swim attire.

### **C. EXERCISE ROOMS**

1. The use of the exercise rooms is at the user's own risk. Users must ensure their own safety by being familiar with proper methods of equipment use.
2. The exercise rooms are for the sole use of the Residents and no more than 2 guests per unit. Residents must accompany guests at all times.
3. Each Resident must present proper identification and sign out a key at the front desk for use of the exercise rooms. Residents are responsible for signing out the exercise room key for their guests. No more than twelve (12) people are permitted in the exercise rooms at one time.
4. Users must be at least sixteen (16) years of age or be accompanied by a parent or legal guardian. Parents are responsible for the safety of their children while in the exercise rooms.
5. No person shall use another person's signed-out key; "tailgating" or "piggy-backing" into the rooms is prohibited..
6. Pets are not allowed in the exercise rooms.
7. Users must wear appropriate exercise attire (for example flip-flops, bare feet, sandals, swimwear are not considered appropriate).
8. To allow "long-term guests" to sign out the exercise room key, a resident may request and sign for temporary permission slips from the Management Office. Residents will be responsible for their guest's conduct and compliance with all rules.
9. Users must be courteous and respectful of others using the rooms.
10. Radio headphones must be used to have audio with the televisions provided in the exercise rooms (see details posted on televisions).
11. Users must limit time on equipment to 25 minutes when others are waiting to use the equipment.

12. Users must clean the equipment after each use. Users are responsible for the clean up of any spills.
13. Smoking is not permitted in the exercise rooms.
14. Food, glass containers, and alcoholic beverages are prohibited in the exercise rooms.
15. Exercise equipment is NOT to be moved.
16. Free weights are to be returned to the rack after usage.
17. Personal belongings should be removed on departure from exercise rooms. The Association is not responsible for loss or damage to personal property.
18. Lockers are to be used only while utilizing the pool/exercise facility on a first-come, first-serve basis.
19.
  - a. Reports should be promptly turned in to the Front Desk regarding any equipment problems, vandalism, theft, accidental damage or rules violations.
  - b. Theft and vandalism will be prosecuted to the full extent of the law, and the person(s) responsible, Unit Owner/Resident, will be charged for the repair or replacement costs.
20. The exercise room key must be returned and “signed back in” at the Front Desk immediately upon completion of exercise room use.

**D. TENNIS COURT**

1. Courts should be reserved in advance by calling the Front Desk. Reservations have priority. Tennis players (whether reserved or not) have priority over any other type of play on the court, such as basketball (whether reserved or not).
2. The key to the tennis court must be signed for at the Front Desk and returned upon completion of play.
3. At least one player must be a Resident of Lakeside Plaza.
4. A person cannot reserve two consecutive one-hour slots for the court if other players are waiting to play tennis.
5. Children, twelve (12) and under must be accompanied by an adult.

6. All players must wear flat rubber soled shoes, tennis shoes, or basketball sneakers.
7. No glassware, food, or chewing gum is permitted on the tennis court. Refuse must be deposited in trash receptacles.
8. The operation of riding equipment such as bicycles, tricycles, skateboards, scooters, roller blades, children's riding devices and similar toys on the tennis court is prohibited.
9. No pets are allowed on the court, nor are they allowed to be tied to the fence.

**E. COMMUNITY ROOM**

1. Adult Residents may reserve the use of the community room through the Management Office during regular business hours (8:00 a.m. to 4:00 p.m., Monday through Friday). The Association reserves the right to refuse the use of the community room for any event. The requesting Resident(s) will be provided with additional literature governing the use of the community room and other optional rental items, and must complete a "Community Room Agreement."
2. The community room is for the use and convenience of the Residents and their invited guests. Resident(s) reserving the community room agree that he or she personally will use, and be present in, the room during the allowed and reserved hours.
3. The community room will be available for use Sunday from 2:00 PM to midnight, Monday through Thursday, from 10:00 a.m. to midnight, and Friday and Saturday from 10:00 a.m. to 1:00 a.m. A non-refundable user fee of \$100.00, and a security deposit of \$200.00 is required in advance. Infractions of the community room rules or damages could result in the loss of the security deposit.
4. All party activities will be confined to the community room only.
5. The community room shall not be used for any unlawful purpose. The Resident(s) using the room shall not make, or permit to be made, any disturbing noises, or do or permit any act to be done, either in the community room or common areas, which will interfere with the rights, comforts, or convenience of any other Resident.
6. Any Resident(s) who reserves the community room agrees to assume full responsibility for any damage to the room, furniture, and equipment.
7. The use of any alcoholic beverages in the community room shall be in accordance with the State and County alcohol beverage control laws. No sale of liquor shall be permitted.

8. Pets are not permitted in the community room.
9. The community room will be checked after each reserved period to assure that the party has ended, all guests have departed, and all property is in order.
10. The Resident(s) who reserves the community room is responsible for removing all personal property and trash after the party and for leaving the premises in a clean and neat condition. All furniture must be placed back in the same position as when the reserved period began. No furniture or appliances may be removed from the room.
11. The Association is not responsible for the loss of any personal effects, dishes, equipment, or food. Anything left after the use of the community room will be considered abandoned and disposed of accordingly.
12. The security deposit will be returned if, following inspection, the room is clean and there are no damages or rules violations. If damages do occur, or additional cleaning is required, a sum deemed appropriate will be deducted from the deposit. In the event the costs of the damages exceed the deposited amount, the Resident(s) will be assessed the difference between the deposited amount and the cost to replace, or to repair and refurbish the damaged item(s) to the pre-existing condition.

## **VIII. SERVICES AND COMPLAINTS**

- A. 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 Resident unless authorized in writing by the unit Resident. If packages, keys, money or articles of any description are left with the employees or agents of the Association, the unit Resident assumes the sole risk and the unit Resident, not the Association, will be liable for injury, loss or damage of any nature whatsoever.
- B. The On-Site Manager or the Front Desk should be contacted directly for any matter pertaining to the Condominium and for any service requests as they relate to the common areas.
- C. Complaints regarding the Staff, including the Front Desk personnel or the engineers, should be made to the On-Site Manager. Complaints regarding the On-Site Manager should be made to the Board of Directors who may refer the matter to the Property Manager, if any. Complaints regarding actions of other unit Owners, Residents or Visitors may be made in writing to the On-Site Manager. No Residents shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Association.

**IX. DUE PROCESS ENFORCEMENT PROCEDURES**

See Board Resolution

Said Rules and Regulations approved by the Board of Directors, this 30<sup>th</sup> day of April, 2002.

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Ken Boyd, President

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Carleton Hanson, Vice President

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Marie Cahill, Asst. Secretary