

**HOUSE RULES
AND
REGULATIONS**

**Idylwood Towers Condominium
Council of Co-Owners
Falls Church, Virginia**

March 4, 2014

**All previous editions of the House Rules and
Regulations are superseded as of this date.**

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IDYWOOD TOWERS CONDOMINIUM HOUSE RULES AND REGULATIONS

(These are the Rules and Regulations as of June 1, 2006 and are subject to change)

1. APPLICABILITY AND DEFINITIONS

A. The use of "Condominium" or its "possessive" herein shall refer to the Idylwood Towers Council of Co-Owners. Every unit owner, whether a resident or a non-resident, is a member of this Council. The term "resident," as used herein, includes resident owners and lessees. The term "General Manager" as used herein, includes appropriately authorized employees of the Condominium.

B. These Rules and Regulations (hereinafter termed "House Rules") are consistent with the provisions, meaning and intent of the Master Deed (By-Laws, Article X, Section 3(n), page 19). These rules supplement, but do not replace or amend, provisions of the Master Deed or By-Laws Provisions contained therein are in full force and effect.

C. These House Rules, effective March 4, 2014, supersede all previous editions and apply to:

(1) Owners;

(2) Lessees;

(3) Families, guests and employees of owners and lessees. (Owners and lessees are responsible for the on-site activities of their respective families, guests and employees. Non resident owners are ultimately responsible for the activities and behavior of their respective lessees and the lessee's family, guests and employees to the extent that such activities and/or behavior are detrimental to the Condominium's interests or are not consistent with these House Rules.)

2. UNIT ACCESS (By-Laws, Article VIII, Section 6)

(a) The Condominium recognizes that the units are private property and may be entered only at the request of the resident or in such emergencies that threaten life or property or for approved maintenance programs.

A. Every resident shall cooperate when request is made, by management, for access to the unit as specified below:

(1) Scheduled maintenance access: The resident shall be notified in advance of the date and the type of work to be performed in the unit. Unless arrangements are made with the General Manager for the work to be performed at another time, it will be performed as scheduled. The General Manager shall be responsible for admitting the workers required to complete the scheduled maintenance. If the Board of Directors determines that an unreasonable restriction on the part of any resident results in additional costs, the additional costs will be assessed to the individual imposing the restriction.

(2) Emergency access: In the event of an emergency involving illness or potential danger to life and/or property, quick access to a unit may be necessary. Such access may be made either by forcible entry or by key(s) permanently deposited with management by the unit resident. When forcible entry is necessary, the resident or non-resident owner may be liable for any expense (including repair of any damage caused by forcible entry) resulting there from. Such potential liability will usually be avoided if the resident has permanently deposited key(s) to the unit with management. There is a procedure in place to safeguard keys on permanent deposit, and management will discuss such procedure with residents on request. Only keys on permanent deposit will be used for emergency access to a unit. Effort will not be made to locate keys that may have been temporarily deposited with management for a specific purpose. In an emergency there will not be time to check various locations for keys to the unit. Further, in some instances, an emergency may be so acute that forcible entry may be necessary even though there are keys on deposit with management.

(3) Authorized access: Residents authorizing entry in their absence will leave a key, together with a signed "Admit Slip," with the General Manager.

(a) A "Continuing Admit Slip" authorizes entry into the unit and is valid for 3 calendar months from the last day of the month, in which it is issued. Such "Continuing Admit Slip" will identify the individual(s) to be admitted.

(b) A "Specific Admit Slip" names the individual and/or organization that is to receive the key and indicates the date access is to be granted.

B. In the types of access described above, the General Manager shall maintain a log of all entries showing unit number, person(s) entering, reasons for entry and times of entrance and departure. When management personnel require access, notification will be left in the unit. (The practice of unlocking a door at the occupant's request between the hours of 5 p.m. and 9 a.m. with a key that has been deposited in accordance with (A 2) above is hereby discontinued due to administrative difficulties.)

3. UNITS, DAILY USE OF (By-Laws, Article X)

A. Except with the advance written approval of the Board of Directors, each unit shall be used only as the private residence of an owner or lessee and their respective family members, guests and employees. Under no circumstances are units to be used for hotel or transient purposes.

B. Each occupant shall exercise due consideration at all hours in the operation of any radio, stereo, television, musical instrument, and any other source of sound in the unit so that the occupants of other units will not be disturbed by unreasonable noise levels.

C. Objectionable fumes or cooking odors shall not be permitted to escape from a unit into the halls by leaving the door into the corridor ajar.

D. Normally food waste should be disposed of in the garbage disposal. Garbage, such as corn cobs, husks, fibrous vegetables, bones, grease, seeds of any kind, etc., which is difficult to process through the garbage disposal, must be drained and secured in liquid proof containers before being placed in the trash chute. Potting soil and similar matter shall also be disposed of in the trash chute rather than in the garbage disposal.

E. Trash must be disposed of as indicated below:

(1) Recyclable material such as newspapers, cans, glass jars and bottles, and plastic bottles should be cleaned, carried to the recycling center in the basement of either the East or West Building and placed in designated totes

(2) Household hazardous products such as acids, aerosol sprays, asbestos products, auto fluids, floor care products, glue (solvent base), household batteries, inks and dyes, kerosene, mercury products, moth balls, paint thinner, pesticides, photo chemicals, poisons, polishes, rust remover, varnishes, stains and wood- preservatives must be disposed of in accordance with applicable Fairfax County directive.

(3) All trash, other than that covered in (1) and (2) above will be disposed of in trash rooms in accordance with posted notices. Trash must not be left on the floor of the trash rooms or in any other common area. Trash room doors should be kept closed at all times when not in use.

F. Construction, repairs, and maintenance (except in emergencies) involving drilling, sawing, hammering or other loud sounds will be limited to the hours of 9 a.m. to 7 p.m., weekdays; and 10 a.m. to 7 p.m., Saturdays.

4. ASSESSMENTS (By-Laws, Article IX)

A. The regular Condominium fees shall be due and payable by the unit owner to the management agent or other person specified by the Board of Directors, without notice, on the first day of each calendar month.

B. Special assessments fixed by the Board of Directors in accordance with the By-Laws shall be due and payable as specified by the Board of Directors.

C. Bills for maintenance work or repairs performed by Condominium personnel shall be due and payable by the unit owner on the first day of the month following the rendition of the bill. (See Rule 12, Maintenance, Repairs and Service.)

D. In addition to Condominium fees, other unpaid obligations are due and payable on the first day of each month. Payments received will be applied toward outstanding obligations in the following manner:

- (b) legal fees;
- (c) interest charges;
- (d) late fees and other penalties;
- (e) charges for services rendered; and Condominium fees.

E. Owners who fail to pay their monthly obligations in full by the tenth day of the month in which they are due shall be assessed a late fee of such amount as may be established by the Board. The Board may change the present assessment from time to time without a formal amendment to these rules and regulations. Notice that payments are overdue and subject to late fees and other assessments will be issued by management and such obligations shall become due and payable immediately and, if not paid, shall become part of the obligations due the following month, subject to the procedures set forth in subparagraphs D, F, and G of this rule.

F. All accounts with unpaid obligations for 45 days will be referred to counsel for collection, as authorized by the By-Laws, Article IX, Section 4, Non-Payment of Assessment.

G. Accounts referred to counsel, which accounts remain unpaid for 45 additional days, shall be accelerated, whereupon monthly assessments for the remainder of the year shall become due and payable in full, as authorized by the By-Laws, Article IX, Section 6, Acceleration of Installments.

5. BALCONIES AND PATIOS (By-Laws, Article X, Section 3(l))

A. Only items commonly used on balconies and patios are permitted. Household appliances, bicycles, tires, mechanical or other equipment may not be placed thereon.

B. Cooking of food, and the drying or airing of clothes or any other articles is prohibited.

C. Planters or flower boxes are not permitted when they exceed the height of the patio or balcony railing. No articles such as planters, flowerpots or boxes shall be placed and maintained on any window or outside balcony ledges or railings or between balustrades, or suspended outside windows. Hanging planters are permitted within the brickwork, if properly secured.

D. Structural, painting, or ornamental changes affecting the external appearance of units may not be made without the written approval of the Board of Directors.

E. There shall be no bird or animal feeding on balconies, patios or any other portion of the buildings or surrounding grounds.

F. Mops, cloths and brooms must not be dusted or shaken from unit windows, balconies, or in the halls or stairways. No dirt, debris or water shall be swept over or off the balcony at any time. Cigars, cigarettes, bottles, cans and other objects shall not be thrown from windows or balconies.

G. In the past, carpeting or painting of balconies and patios resulted in the need for expensive renovations to restore balconies and patios to a safe condition. In view of such experience, carpeting, tiling, painting or covering balcony and patio surfaces in any manner is prohibited. Owners will be held responsible for all costs incurred as a result of any failure to comply with this prohibition. The regular maintenance and upkeep of balconies and patios are the responsibility of respective unit owners. However, the Board of Directors has authority to regulate how the balconies and patios may be used and maintained. Accordingly, the Board prohibits the covering of balconies and patios by carpeting, tiling or painting or by any other method. Failure to comply with such restriction could result in the owner being held liable for the cost of repairs, which could be very substantial.

6. COMMON GENERAL ELEMENTS (By-Laws, Article X)

Maintaining and respecting the common elements of the Condominium should be the concern of all occupants in order to uphold the value of the total property as well as each individual unit.

A. Planting, seeding or any other changing in common areas by anyone other than members of the management staff or authorized contractors is prohibited.

B. Front entrances, lobbies, halls, stairways, elevators, parking lots, loading docks, and lawn areas immediately adjacent to buildings shall not be used for play and/or loitering. The lawn may be used for sun bathing. Use of skates, skateboards, bicycles and similar items is prohibited inside the buildings and on driveways adjacent to the front entrance of the buildings.

C. Defacing of elevators, sidewalks, lawns and other common elements is prohibited.

D. No personal property of any kind shall be placed or kept in the Condominium's common areas, such as the lobby, halls or stairways, without the written permission of the Board of Directors. Temporary use of holiday decorations on or around doors to individual units is permitted.

E. In order to maintain a pleasing exterior appearance of the buildings, all curtains or window treatments must appear white from the outside, be properly hung and be maintained in good condition. Vertical blinds meeting the foregoing criteria are acceptable.

F. Bare feet, bathrobes and boudoir-type attire are prohibited in interior common areas.

G. No part of the common elements shall be used for commercial activities without approval of the Board of Directors.

H. Children shall not be permitted to play near the buildings when the noise generated from such activity disturbs residents who have both their windows and balcony doors closed.

I. The following areas of Idylwood Towers are hereby established as smoke free:

Front entrances, lobbies, stairways, elevators, common hallways, library room, card room, billiard rooms, ping-pong rooms, exercise rooms, storage areas for units and trash rooms in the basements.

No smoking is allowed in the Community Rooms (aka "party rooms"). Additionally, no smoking is allowed in the pool area, the sundeck area, the barbecues, the grass areas, and the pool restrooms and showers.

7. ENTRANCES AND ELEVATORS, USE OF

A. The front entrances are designated for use only by those individuals covered under Rule 1.C, and for delivery of newspapers, mail, food and small parcels.

B. The rear entrance to each building will be used for wheeled vehicles, bulky deliveries and for move-ins and move-outs. (See Rule 8 of these House Rules.)

C. Each resident is requested to assist in maintaining the security of the Condominium by closing any outside door, which may have been left open and unattended, and in reporting such incidents to the General Manager.

D. Trades people and outside maintenance personnel must identify themselves to the General Manager and obtain permission to enter the building.

E. Residents shall make arrangements with the General Manager for the use of reserved elevators and service entrances whenever objects being transported are bulky or would otherwise interfere with the use of elevators for passenger traffic. The General Manager will arrange for the use of protective elevator wall pads as necessary. The use of reserved elevators is subject to availability and, ordinarily, only one elevator in each building may be reserved for special use at any given time.

8. MOVES AND BULKY DELIVERIES OR REMOVALS

A. **Move-in and Administrative Fees** are non-refundable and must be paid in advance of the move. An additional charge will be assessed to the unit owner to repair any damages incurred to common elements during a move.

1. A **\$200.00 move-in fee** is required for ALL new residents relocating to Idylwood Towers.
2. A **\$100.00 administrative fee** is required for current Idylwood residents relocating within Idylwood Towers; and non-residing owner (NRO) investment purchases. In the event that a NRO later decides to occupy their purchased residence, they are required to only pay \$100 at the time of move-in.
3. **FOBS:** The first two (2) entry fobs will be issued free and every fob thereafter (lost, replacement or additional) will cost \$50. Guest Fobs will only be programmed to open the front doors of the building.

Management has the right to consider each individual case and adjust the administrative fee on a case-by-case basis. Supporting documents may be required.

B. No move to or from any unit (furnished or unfurnished) shall be made until an authorization and a schedule for that purpose are obtained from the General Manager. It is essential that the use of elevators and service entrances be coordinated. Accordingly, the General Manager may prohibit any moves, which have not been authorized and scheduled in advance. Move-ins and move-outs are restricted to the hours indicated:

MONDAY THRU SATURDAY 9:00 A.M. TO 5:00 P.M.

SUNDAYS AND HOLIDAYS NO MOVE-INS, MOVE-OUTS & DELIVERIES ALLOWED

C. A new resident must first complete a resident information form and return it to the General Manager in order to obtain the use of a locked-out elevator for a move.

D. Items larger than hand baggage and packages must be transported through the service entrance and in an elevator designated by the General Manager.

E. Arrangements must be made in advance with the General Manager for the use of protective pads when large or heavy items are to be moved in elevators.

F. A resident who expects delivery of large or heavy items in his/her absence must follow the procedures set forth in Rule 2 (Unit Access).

9. EMERGENCY EVACUATION PLAN

The Idylwood Towers Evacuation Plan, as adopted by the Board of Directors and approved by the Office of Fire Marshal, Fairfax County, is attached hereto as Appendix A.

10. GUESTS

A. Any guest who remains on the premises of Idylwood Towers for more than 72 hours must be registered with the General Manager. Any vehicle that belongs to the guest and is parked on the premises must also be registered with the General Manager.

B. Guest(s) who occupies a unit during the absence of the resident (or non-resident owner) must be registered with the General Manager in advance of such occupancy. The guest's or guests' vehicle(s), if parked on the premises, must likewise be registered.

11. LEASES AND SALES (By-Laws, Article X, Sections 2 and 3(f))

A. A unit shall not be rented for an initial period of less than six (6) months without prior written approval of the Board of Directors. Under no circumstances are units to be used for hotel or transient purposes.

B. A unit shall not be subleased.

C. Any lease shall contain a provision to the effect that the right of the tenant to occupy and use the unit shall be subject to the provisions of the Master Deed, the By-Laws and these "House Rules."

D. An owner leasing a unit shall forward a conformed copy of the lease or any extension thereof which alters the original lease to management at least five (5) working days prior to occupancy by the lessee or five (5) working days prior to the date of its continuation. The lease document shall include a properly completed DEED OF LEASE CONDOMINIUM ADDENDUM and such other additional provisions and clauses as are required by the Board of Directors.

E. Unit owners are responsible for damages to the common areas caused by moves into or out of their units. Specific attention is directed to Rule 8 regarding move-in and move-out procedures.

F. A unit owner must transfer to the lessee all privileges pertaining to the use of the common elements and Condominium-provided services, including, but not restricted to, exercise rooms, parking lots, saunas, storage bins, swimming pool, tennis courts, and mail and parcel deliveries. The owner of a leased unit may not reserve to himself or anyone else the use of any common element or Condominium-provided service without the written approval of the Board of Directors.

12. MAINTENANCE, REPAIRS AND SERVICE

A. Malfunctions of heating, cooling, ventilation, plumbing and electrical equipment should be reported immediately to the General Manager. When repairs to central systems necessitate cutting through the interior surface of a unit, the restoration of the interior surface shall be limited to a condition similar to what existed when the unit was originally conveyed by the developer.

B. Any resident desiring maintenance, repairs and/or services normally provided for under the in-unit maintenance program may submit a work request to the front desk. A work request submitted by a lessee shall require approval by the owner or his agent. Charges will be based on a fee for materials plus labor, the rate of which will be set by the Board of Directors. (See Appendix D.) The minimum charge will be for one-half hour. (See Rule 4, Assessments.) Work required for common elements shall have priority over in-unit work requests. All in-unit work is performed weekdays, between 8 a.m. and 5 p.m., at the convenience of management.

C. Maintenance changes filters for the heating and cooling systems every 6 months. HVAC filters are available at no charge at the front desk.

D. Exterminating service for individual units is available without charge and may be scheduled through the front desk.

F. Payments by owners for maintenance, repairs and services shall be made in accordance with the provisions set forth in Rule 4 (Assessments).

G. Owners shall be ineligible for chargeable services if they have any unpaid past due obligations to the Condominium.

13. RESPONSIBILITY OF OWNERS FOR DAMAGE

Owners shall be ultimately financially responsible for damage to common elements resulting from negligence, carelessness and/or willfulness by:

- A. Owners, their families, guests, employees or pets.
- B. Respective lessees, their families, guests, employees or pets.

14. OCCUPANCY

A. Junior executive suites and one-bedroom units shall not be occupied on a permanent basis by more than 2 adults. A 2-bedroom unit shall not be occupied on a permanent basis by more than 4 adults. A 3-bedroom unit shall not be occupied on a permanent basis by more than 6 adults.

B. Each resident shall be responsible for keeping current with the General Manager the following information:

- (1) The name of each permanent occupant in the unit.
- (2) When applicable, the home telephone number of each permanent occupant in the unit.
- (3) When applicable, the business address and business telephone number of each permanent occupant in the unit.
- (4) Information regarding a relative or other person to be notified in the event of an emergency.

15. PARKING (By-Laws, Articles V, X and XIV)

Parking areas within the Condominium are part of the common elements. Parking shall be at the risk of the owner of the vehicle. The Condominium assumes no liability for any loss or damage sustained while a vehicle is on the premises.

A. The parking of a vehicle (including any automobile, truck, recreational vehicle, boat trailer, motorcycle, etc.) on the premises is not permitted, unless it is operable, displays current required license plates and stickers, is registered with the Condominium management and properly displays the Idylwood Towers parking permit or visitor's pass. Boats must be mounted on a trailer. No parked vehicle shall have more than 2 axles, shall not utilize more than one parking space and shall not be parked so as to interfere with the use of adjoining parking spaces. Since the parking lot surface is not constructed to withstand extreme stress, heavy trucks and other heavy equipment are not permitted on the premises, except for the purpose of completing a specific mission, such as a moving van. Only vehicles owned by residents are authorized to park on the premises. Requests for exceptions to this requirement should be directed to the Board of Directors.

B. Parking in areas where the curbs are painted yellow is prohibited and vehicles so parked are subject to towing at the owner's risk and expense. In addition to being subject to towing, vehicles parked in designated fire lanes are in violation of Fairfax County Ordinances and violators are

subject to being ticketed by Fairfax County Police. The Board of Directors' policy regarding towing and parking enforcement is set forth in Appendix C.

C. Parking in the area in front of each building is permitted only for the purpose of brief loading and unloading of passengers and/or packages; vehicles parked in such area shall not be left unattended. Vehicles must not be parked in such a way as to impede the flow of traffic under the canopies. The parking of oversized vehicles, which obstruct the traffic flow in the driveways, is prohibited.

D. Vehicles shall be parked so as not to interfere with the maintenance of common areas, e.g., lawns. Parking spaces shall not be used for storage purposes. Trash and debris from vehicles shall be placed in receptacles available for such purpose.

E. Vehicles such as trailers, recreational vehicles, boat trailers and the like shall be parked in spaces identified by specially designated pavement-marking paint and signs. (See annotated map at Appendix B.) All vehicles parked in these designated areas shall be backed into the space with rear wheels firmly chocked to avoid runaways. The tongue or hitch of a parked trailer shall be securely supported by a stable platform or stand.

F. Residents leaving vehicles on the premises during an extended absence shall make arrangements to have their vehicles moved should it become necessary to accommodate repairs or other needs requiring access to the parking area. Vehicles obstructing such access will be moved by a towing service at the risk and expense of the owner. Condominium employees are not authorized to operate vehicles owned by residents under any circumstances. Should an employee move a vehicle at the request of the owner, it is understood that the employee acts as an agent of the owner and that the Condominium assumes no responsibility whatsoever for any injury or damage resulting from the use of such agent.

G. Handicap parking spaces are available at each building. The vehicle must display the DMV Handicapped license plate or the window decal. Spaces are allotted only to the driver. Parking is first-come/first-served basis. The vehicle must be used on a regular basis. Space cannot be taken to store a seldom-used car. Vehicles must be used at least once every seven (7) days. If the resident is away for more than seven (7) days, the vehicle cannot remain in the reserved area. Any charges and risks incurred in the enforcement of the above will be borne by the owner of the vehicle.

H. The changing of oil on Condominium property is prohibited since the Condominium does not have facilities for the lawful disposal of hazardous materials. No maintenance and/or repair of vehicles, other than that of a minor nature, shall be performed on Condominium property. The washing of vehicles is permitted only in designated areas. (See map at Appendix B.)

I. Service vehicles must park near the loading dock entrance (designated parking spots), and workers must enter the building through the loading dock doors, after checking in with the front desk.

16. PETS (By-Laws, Article X, Section 3(e))

The privilege of harboring pets at Idylwood Towers Condominium carries with it the respective resident's responsibility for ensuring that the pet meets all requirements set forth in Fairfax County Ordinances, the Condominium By-Laws and these House Rules. **Owners must file with the Management Office a copy of current rabies' immunization records for all pets.**

A. All pets must be legally and socially acceptable, mild mannered, weigh no more than 25 pounds, be no more than 15 inches at the shoulders at maturity and must behave in a manner that does not disturb other occupants. If a pet is found to be a nuisance, its owner will be required to correct the problem or to remove it from the premises. **The number of adult pets in any one unit shall not exceed two dogs and/or two cats.**

B. Pet owners must first obtain the approval of the General Manager before pets may be harbored on site. Forms to request such approval are available at the front desk. The breeding and raising of pets on site for commercial purposes is prohibited.

C. Pet owners are responsible for personal injuries or property damage caused by their pets. Unit owners are ultimately responsible for damage to common elements caused by pets that are harbored by the residents of their respective units. The management and the Condominium assume no responsibility for any loss, claim or liability of any kind or character arising from or connected with damage or injury by pets.

D. Dogs and cats shall wear flea collars or repellent devices such as medallions. The General Manager may approve an alternative means if there is advice by a veterinarian that a collar or a medallion is not suitable for a particular animal. If any pet is identified as the source of infestation of the premises of fleas, ticks, etc., the pet harborer shall bear the cost of exterminations.

E. Pets shall be leashed or hand-carried whenever they are on any common area of the Condominium, and shall be short-leashed or hand-carried whenever they are in interior common areas. Pets shall be taken into or out of the buildings through the basement entrances and the front lobby doors. When taking pets through the lobby, pets must be hand carried.

F. Pets may be curbed only on the outer perimeters (see map at Appendix B) of the Condominium property and shall never be curbed on sidewalks, lawns, medians, curbs, the children's play area or the picnic area.

G. Pets shall not be left unattended on balconies, patios or common areas. Animal feeding devices, housing or litter boxes are prohibited on balconies and patios. Pet owners shall practice such standards of cleanliness as necessary to prevent emanation of odors from the unit.

H. The foregoing rules applicable to pets do not apply to trained and certified human-assistance animals that are exempt from regulation by federal law.

17. SIGNS AND BULLETIN BOARDS (By-Laws, Article X, Section 3(f))

Bulletin boards and display stands are placed in lobbies and elevators for the posting of information pertaining to Condominium business and social events. Such posting is controlled by the General Manager. A bulletin board (under control of the General Manager) for the posting of personal notices by residents and owners is located in the mailroom in each building. Such notices shall be typed or hand-printed horizontally on 3x5 cards and presented at the front desk. Other bulletin boards for the posting of personal notices are located in the basements of both buildings.

18. COUNCIL OF CO-OWNERS REPRESENTATION

Only the Board of Directors and/or its designees may act as representatives of the Council of Co-Owners or use its name in any matter.

19. SOLICITATIONS AND CIRCULARIZATION

Door-to-door or message box solicitation and/or circularization for commercial purposes is prohibited either by residents or others without express Board approval. Violations should be reported at once to the General Manager.

20. STORAGE BINS

Secured storage bins are available without charge in the basement of each building for use by residents. Each occupied unit is entitled to one (1) bin. Non-residents shall not use these bins.

A. Application forms for storage bin use are available at the front desk. Residents must complete such form before a storage bin is assigned. Residents desiring a different bin or a temporary additional one must also complete such form. In the assignment of additional bins, preference is given to residents of larger units. No bin shall be occupied without the authorization of the General Manager. No property shall be stored in unauthorized bins, in the aisles or other open spaces.

B. When any property is improperly stored, it shall be considered abandoned. The General Manager shall take possession of such property and dispose of it at the direction of the Board of Directors.

C. Residents desiring access to their storage bins shall use their key fob. Access to the storage bins shall be from 7:30 a.m. to 11 p.m., 7 days a week.

D. Users shall furnish locks for their assigned bins and are responsible for obtaining insurance on their stored property. All property is stored at the user's risk.

E. Nothing shall be stored within 18 inches of the sprinkler heads. Under no circumstances shall flammable or other hazardous materials or items, the presence of which would raise the Condominium's insurance premiums, be stored in the bins.

21. STRUCTURAL ALTERATIONS (By-Laws, Article XI)

No structural alterations shall be made without the prior written approval of the Board of Directors. For further information, see By-Laws, Article XI.

22. IMPLEMENTATION OF I.T. CONDOMINIUM RULES

A. All residents, their families, employees and guests are required to abide by these rules. The General Manager is authorized to enforce these rules on behalf of the Condominium.

B. Residents have the right to request the Board of Directors, in writing, to review any matter that is not resolved to their satisfaction.

C. Individuals should not directly attempt to enforce these rules against offending parties, but should report such violations to the General Manager.

D. In the event there is conflict between these rules and the By-Laws and/or Master Deed, the By-Laws and/or Master Deed shall prevail.

E. Charges may be assessed against unit owners for violations of these rules in accordance with Section 55-79.80:2 of the Virginia Condominium Act, as amended.

23. AMENITIES

A. All amenities at Idylwood Towers are provided solely for residents in good standing, their families and their guests. Residents in good standing are defined as those owners and lessees who reside in units for which all fees and assessments are paid in full and who are not in violation of these House Rules or any other governing document. When a resident is determined to be ineligible, his family members and guests shall also be ineligible. When a non-resident owner is found to be delinquent in payment of any fee or assessment or in violation of these House Rules or any other governing document, his lessee, lessee's family and guests shall be ineligible to use the amenities.

B. All persons using the amenities and any equipment located thereon do so at their own risk and assume sole responsibility for any personal injury resulting from such use. The user covenants with the Condominium and its management, in consideration for the use of Condominium amenities and added facilities, to make no claim against the Condominium and/or its management for any personal injury or property damage or loss resulting from the use thereof. Users are advised to consult with a physician before using any amenity that requires physical exertion.

C. Residents using the amenities shall be responsible for any damage to Condominium property caused by themselves, their family members and/or their guests. Respective unit owners shall be ultimately responsible for any damage to Condominium property caused by users. Any damage observed should be immediately reported to the General Manager.

D. Non-registered guests shall be accompanied by their resident sponsor when using any of the amenities.

E. Users should treat the amenities with due care and leave them in the same condition as they found them. Upon leaving the area, user(s) shall remove all their trash, garbage and litter and deposit it in appropriate receptacles. Any person may be barred from any of the amenity areas at the discretion of the General Manager for reasons exemplified by the following:

- (1) Violation of these rules or other governing documents when using any amenity.
- (2) Conduct that does or may result in injury to one's self or others.
- (3) Conduct that does or may result in damage to Condominium property or the property of others.
- (4) Conduct that is annoying to other user(s) of the amenity.

F. Pets are not permitted in, on or around the amenity areas.

G. Littering of any kind in, on or around the amenity areas is prohibited. Trash and refuse shall be placed in the appropriate receptacles.

H. Anyone requesting use of an amenity must present a valid Idylwood Towers ID card to the receptionist at the front desk. Rules applicable to the use of specific amenities are set forth below:

(1) Basketball Court

- (a) The basketball court may be used only during daylight hours.
- (b) The use of roller skates, skateboards or other wheeled vehicles is prohibited when the court is being used for basketball.

(2) Children's Play Area

- (a) The children's play area may be used only during daylight hours.
- (b) Parents or guardians are responsible for the necessary instruction and supervision of children using the play equipment.
- (c) As with all amenities, pets are not permitted in or around the children's play area.

(3) Card Room, East Building

- (a) Access to the Card Room may be obtained by presenting Idylwood Towers ID card at the front desk and signing the log.
- (b) Smoking is prohibited in the Card Room.

1. Library and Card Room, West Building

- (a) Access to the Library and Card Room may be obtained by presenting Idylwood Towers ID card at the front desk and signing the log.
- (b) Smoking is prohibited in the Library and Card Room.
- (c) Children under 14 years of age are not permitted in the room unless accompanied by an adult resident.
- (d) All individuals using this facility are requested to assist in keeping it in a neat and orderly condition. Donations of books and magazines should be taken to the front desk.

(4) Fitness Centers

The Idylwood Towers Fitness Centers are provided for safe activities that improve health and fitness - not for recreation. The Centers may be used only by persons who have on file in the Management Office a signed copy of (1) these Rules for Health and Safety and (2) an Exercise Waiver / Release form. There is no charge for proper use of the Centers.

The Fitness Center may be used only by Idylwood Tower's residents and their guests. Fitness Center hours are from 6:00a.m. until 11:00p.m.

Fitness Centers are FOB accessible once the Rules for Health and Safety and the Exercise Waiver and Release forms have been completed and filed with the management office. Do not ask others to let you in or open the door for others.

Persons using the Center are liable for any damages resulting from abuse, misuse or negligent use of the facilities. Unit owners or tenants of record are liable for such damage caused by members or guests of their household.

For their safety, children under 12 years of age may not enter the Center under any circumstances. Children who are 12 through 17 years of age may use the Center only while supervised by a responsible adult.

No food, alcohol, narcotic or tobacco is allowed in the Center. Bottled water is allowed.

No pets are allowed in the Center.

No bicycles, skateboards, roller blades or razor wheels are allowed in the Center.

Keep any noises to a minimum out of consideration for residents living above, below and beside the unit.

Undertake strenuous exercise only with your doctor's advice.

Use exercise equipment only if you are familiar with its proper use and only for its designed purpose. Do not move the exercise equipment.

Limit your use of aerobic equipment to 20 minutes if others may wish to use it.

Laced athletic footwear, absorbent socks and suitable exercise clothing are required. (No bare feet, sock feet, sandals or flip-flops.)

Use a clean towel to cover mats or benches when you use them.

Wipe off your hard-earned perspiration after you use a piece of equipment.

Take all your belongings and leave the room clean and orderly when you are done.

(5) Grill Areas

- (a) Bare feet are prohibited in the grill areas
- (b) The use of grills by individuals under 16 years of age is prohibited. Individuals under 16 years of age are not permitted in the grill areas unless accompanied by an adult resident.
- (c) The grills shall be used only during the times indicated:
 - Sunday - Thursday 10 a.m. - 11 p.m.
 - Friday, Saturday and holiday 10 a.m. – midnight
- (d) Grills are available on a first-come, first-served basis.
- (e) Users must provide their own utensils. All food and other refreshments served or consumed in the grill areas shall be in non-breakable containers. **Turn off the grill after you are done.**
- (f) Users of the West Building grills must furnish their own charcoal. Users shall make certain that coals in the grills are completely extinguished before leaving the area.
- (g) Entrance to the grill area for the East Building is gained through the rest rooms leading to the pool area.
- (h) The reserving of a party room **does not** include use of grills or eating areas, except for Board-approved Activities Committee functions.
- (I) No smoking is allowed in the enclosed fenced pool area, including but not limited to the sundeck or awning area, the barbecues, the grass areas, and the pool restrooms and showers.

(6) Party Rooms

(a) Use:

- (1) Party rooms are for the use of residents for activities of a private nature, and for Board-approved activities.
- (2) Board-approved activities take precedence over all other activities.
- (3) Except for Board-approved activities, the party rooms shall not be used for commercial or other public activities.
- (4) The party rooms shall not be used for activities involving the presence of more than 100 persons in the East room and 70 persons in the West room.
- (5) Requests for exceptions to the foregoing rules shall be made in writing to the Board of Directors for consideration.

(b) Request for Reservation of a Party Room:

- (1) Application for use of a party room shall be made to the General Manager at least 2 weeks, but no more than 2 months, in advance.
- (2) Reservation requests shall be considered on a first-come basis.
- (3) Reservation requests shall be accepted only from resident owners and lessees.

Requests shall not be accepted from non-residents or minors.

(4) The applicant shall complete and submit to the General Manager an application form provided for such purpose. A \$300.00 security deposit and a non-refundable \$100.00 service fee shall accompany such application, as well as a signed agreement to abide by all established rules and regulations.

(5) In order that attendees may be given access to the building, the applicant shall, one business day prior to the activity, provide management with a list of names of attendees.

(6) When an application is determined to be in proper order, the General Manager shall issue written approval and provide a set of rules regarding user responsibility. The General Manager may deny a reservation request (subject to appeal to the Board of Directors) if it is determined that the proposed use of the party room may be inconsistent with the best interests of the Condominium. When a request is denied, the security deposit and the service fee will be returned.

(c) Hours:

All partying and social activity shall cease and clean up completed by:

Sunday through Thursday 11 p.m.

Friday, Saturday and holiday eves 1 a.m.

(d) Inspection of Premises:

A joint walk-through inspection of the party room shall be conducted by the resident user and a member of the General Manager's office before the activity for the purpose of recording, in writing, the room's condition and any damages or other irregularities.

(e) Responsibilities:

(1) The General Manager shall deduct from the security deposit the cost of replacements, cleaning and repair of damage that is necessary to restore the party room to the condition existing at the time of the initial walk-through inspection. When such costs exceed the amount of the security deposit, the user shall also be responsible for the full amount of such excess. The unit owner shall be ultimately responsible for all unpaid costs incurred by his or her lessee in connection with the use of a party room.

(2) Users shall be responsible for the removal of all personal articles from the party room premises by 9 a.m. on the day following the activity, including Saturdays, Sundays and holidays.

(3) Users are responsible for controlling noises emanating from the party room so that Condominium residents are not unreasonably disturbed.

(4) Users are responsible for immediately reporting to the front desk any party crashers, vandalism or other disturbances.

(7) Ping Pong Rooms

(a) The ping-pong rooms are available from 7 a.m. to 11 p.m.

(b) Use of a ping-pong room is limited to one hour when others are waiting to use it.

(c) Users under 10 years of age shall be accompanied by an adult resident.

(d) Ping pong balls may be purchased at the front desk. Paddles are loaned on user's signature and shall be returned to the front desk immediately after use.

- (e) Food, beverages and smoking are prohibited in the ping-pong rooms.
- (f) Loud noises that disturb other residents are prohibited.

(8) Billiard Rooms

- (a) The billiard rooms are available from 7 a.m. to 11 p.m.
- (b) Use of a billiard room is limited to one hour when others are waiting to use it.
- (c) Users under 14 years of age shall be accompanied by an adult resident.
- (d) Balls, rack and brush may be obtained on the user's signature and shall be returned to the front desk immediately after use. Users must furnish their own cue sticks.
- (e) Food, beverages and smoking are prohibited in the billiard rooms.
- (f) Pool tables shall be used only in the manner for which they were intended. Sitting, standing or lying on the pool tables is prohibited.
- (g) Loud noises that disturb other residents are prohibited.

(9) Sun Deck

The sun deck is located adjacent to the swimming pool at the East building. Entrance is gained on the basement level through the rest room doors marked "Men" and "Ladies" leading to the pool area.

- a) Acceptable clothing must be worn when going to and from the sun deck.
- b) The sun deck is not a playground. Running, pushing, wrestling, ball playing, roughness, loud radio playing and other disturbances are strictly prohibited at all times.
- c) With the exception of wheel chairs and strollers, wheeled vehicles of any type are prohibited in the sun deck area.
- d) All beverages and food brought into the sun deck area must be in unbreakable containers. Trash and refuse must be placed in the receptacles provided.
- e) Pets are prohibited in the sun deck area.
- f) When using tanning oil or lotions, towels must be used on the patio furniture.
- g) Individuals under 8 must be accompanied by adult and supervised at all times.
- h) The sun deck hours are:

Sunday-Thursday:	10AM to 11PM
Friday, Saturday, & Holiday:	10AM to Midnight
- i) Failure to comply with these rules will result in revocation of sun deck and swimming pool privileges.
- j) No smoking is allowed in the enclosed fenced pool area, including but not limited to the sundeck or awning area, the barbecues, the grass areas, the pool restrooms and showers.

(10) Swimming Pool

General Policies

1. All residents or guests using the pool or pool area do so at their own risk and sole responsibility. Parents will ultimately be held responsible for the actions of their children, and resident sponsors are responsible for their guests.
2. In consideration of the use of the pool, pool deck and sun deck areas, the user enters into a formal agreement with the Condominium and management to use such facilities at his or her own risk to free the Condominium and management of all liability for any personal injury or property loss or damage sustained in the use of such facilities. The Idylwood Towers Condominium or its managing agent assumes no responsibility for any accident or injury in connection with such use and will not be responsible for any loss or damage to personal property of any kind.
3. Management reserves the right to refuse entry, enforce ejection from the pool area, revoke pool guest passes or deny future pool privileges to anyone found to be in violation of the pool rules or are otherwise endangering the health and/or safety of the pool area users.

Admittance to Pool:

4. All residents must present their "Idylwood Towers Condominium Resident Photo I.D. Card" to be allowed into the pool area. Only the official IT I.D. card is allowed.
5. All guests, both adults and children, must present a valid bracelet pass. Resident sponsors shall be responsible for the behavior of, and the observance of pool rules, by their guests.
6. Residents must obtain **guest bracelets/pool passes** to the pool for their guests, in advance. Passes will be issued, on a seasonal basis, by the management office, at a fee to be determined annually by the Board of Directors.
7. **Non-resident owners** are not entitled to use the pool without a guest pass and resident sponsor.
8. Children under 12 years of age must be accompanied by an adult at all times when in the pool area. For the purposes of these regulations an adult is someone sixteen years of age or older. (See further under **Children** below.)

Operating Regulations:

- a) Persons unable to swim 25 yards without stopping are not permitted in water above their shoulders unless accompanied and supervised by an individual who is able to swim 25 yards without stopping and who is also sixteen years of age or older or certified as a lifeguard by the Red Cross.
- b) Any individual (regardless of age) who is incontinent must wear **both** a swim diaper and vinyl or rubber pants (or similar tightly fitting nonporous garment intended to prevent leaks) over the swim diaper.

- i. A Lifeguard is required to certify that such individual is wearing the requisite items. That individual, or the individual's parents, guardians, or accompanying adult must comply with the direction of the Lifeguard or the individual will forfeit the right to use the swimming pools.
- ii. A model demonstrating the dual layer prescribed in subsection (b) should be available as reference for incontinent individuals, parents, guardians or accompanying adult(s) on site.
- iii. No individual who has diarrhea or non-illness related unformed stool should enter the swimming pools.
- iv. Swim diapers should be changed every 30 to 60 minutes per the recommendation of the Centers for Disease Control and Prevention.
- c. Rest periods will be announced for children during pool hours. During this period, children must be completely out of the pool and adults sixteen and over may swim.
- d. Children using the wading pool are the responsibility of parent(s), not the pool guard, and must be accompanied by an adult at all times.
- e. The pool guard has the authority to close the pool in case of thunder, lightening, rain or operational breakdown.
- f. Goggles are allowed in the pool. **NOTE:** Goggles are a device that covers only the eyes.

Personal Hygiene and Attire

- a) Persons using the pool must take a cleansing shower, using soap and water, before entering the pool. Swimmers leaving the pool to use the toilet must take another cleansing shower before re-entering the pool.
- b) Spitting, spouting water and blowing the nose are prohibited in the pool. Nudity is not allowed.
- c) Swimmers must wear appropriate swimming attire. **NO** cutoffs, robes, thongs or jeans or street clothes are permitted.
- d) Persons having any infectious disease, sore or inflamed eyes, cold, nasal or ear discharges, or any communicable disease of any kind are prohibited from using the swimming pool.

POOL LIFE GUARDS:

1. During all pool operating hours, one or more certified lifeguard(s) will be on duty. The pool lifeguard has the authority to enforce the rules and all pool regulations and to maintain a safe and healthy environment.
2. The pool lifeguard has complete authority over the pool and the enclosed pool deck area. The pool lifeguard is on duty for the protection of pool users. The pool lifeguard has the authority to exclude any person from the pool for any infraction of the rules or when safety is threatened.

3. The pool lifeguard is responsible for strict enforcement of the rules. Running, horseplay, playing ball or tag games are not allowed in the water, on the deck areas or in the pool bathrooms. Physical roughness, running, pushing, wrestling, loud music/radio playing, use of abusive or profane language and other disturbances are strictly prohibited. Violators of these rules will be denied access to the pool area.
4. The pool lifeguard is authorized to exclude all persons who are under the influence of alcohol or other behavior altering substances from the pools and adjacent areas.
5. The pool lifeguard has the authority to close the pool in case of thunder, lightening, rain or operational breakdown.
6. The pool lifeguard may clear the pool once an hour for 10 minutes for a personal break period or to clean or adjust pool chemicals. All persons will be directed not to enter the pool during these periods by the pool lifeguard.
7. The pool lifeguard is authorized to close the diving board at anytime. Only one person is permitted on the diving board at a time. Diving must be straight away from the board. Diving or jumping toward the side pool walls is not permitted. Individuals must leave the diving area upon completion of his or her dive.
8. Hanging on the diving board, the diving rope and the lane divide rope is not permitted.
9. The emergency signal for clearing the pool is three (3) whistle blasts after which all persons must exit the pool by the nearest ladder or pool edge.
10. Use of the pool during closed periods or in the absence of a pool lifeguard is prohibited.

Children:

- a) Children 3 to 8 years of age must be accompanied by an adult when in the pool area at all times.
- b) Children under 3 years of age **are** permitted in the Main Pool and they are permitted in the wading pool provided they wear **both** a swim diaper and rubber pants and are accompanied by an adult.
- c) Children between the ages of 8 and 12 will not be permitted to use the pool unless they can comply with the minimum standards of water safety as determined by the lifeguard.
- d) Children under the age of 16 shall vacate the pool for 10 minutes each hour.

Other Pool Regulations:

1. Only Coast Guard approved vest are permitted in the water. Artificial floating devices (water wings, life jackets, inflatable rings or rafts) are not allowed in the water. Request for an exception must be submitted in writing to the management office prior to the date of planned usage and will be granted or denied by the pool lifeguard.
2. No smoking is allowed in the pool or pool deck area.
3. Food is not permitted in the pool-deck area. Non- alcoholic beverages are permitted in unbreakable containers. All trash shall be placed in the receptacles provided.
4. Wheeled vehicles of any type are not permitted in the pool area, with the exception of wheel chairs, walkers and strollers.
5. No pets are allowed in the pool or pool deck area.

(12) Tennis Courts

(a) Request for Reservation of Tennis Court:

- (1) Reservations for a tennis court may be made through the front desk in the East Building. Residents must sign out the tennis court key and produce his/her resident photo ID card.
- (2) Reservations may be made not more than 2 days in advance.
- (3) Reservations for singles play may be made for a period of one hour beginning on the hour. An exception to this rule may be granted for the purpose of taking tennis lessons. For such purpose, reservations may be made for one hour each day over a period of 5 consecutive days. Such exception is granted only to residents and not to guests. Only one exception shall be granted to any one individual.
- (4) Reservations for doubles play may be made for a period of 2 hours beginning on the hour.
- (5) Users may reserve only one court at a time.

(b) Use:

- (1) Gates to the tennis courts shall be kept locked when the courts are not in use.
- (2) The user, after opening the gate, shall secure the lock to the gate so that lock will not be lost or stolen.
- (3) When play is finished, the person making the reservation shall be responsible for releasing the tension lock on the net and for locking the gate.
- (4) Tennis shoes only shall be worn on the tennis courts.
- (5) **The playing of tennis is the only activity permitted within the tennis court enclosure.**
- (6) Non-breakable containers shall be used for all beverages.
- (7) Courts shall be relinquished promptly at the time of the next scheduled reservation.
- (8) Children under 12 years of age must be accompanied at all times on the court by the resident sponsor or an adult member of the resident sponsor's family.
- (9) Failure to observe the rules applicable to the use of the tennis courts may result in revocation of tennis court privileges.

24. SERVICES AVAILABLE

All services at Idylwood Towers are provided solely for residents. These services are not available to non-resident owners or former residents.

A. Mail Hold

Mail hold requests are coordinated with the U.S. Postal Service. Mail hold slips are available at the front desk. Residents who plan to be absent for any extended period of time (3 business days or more) should complete and submit such form to the front desk.

B. Package Deliveries

As a courtesy to residents, delivered packages are accepted at the front desk. Reasonable efforts will be made to complete delivery of packages to residents; however, it is the responsibility of residents to check daily at the front desk for deliveries. All packages must be picked up promptly since there is limited space for holding them. Packages that are not picked up within one week after they are received at the front desk will be returned to the carrier.

D. Items Available for Loan

- (1) Items listed below are available for loan to I.T. residents.
- (2) Items are available on a first-come basis. Since the number of items is limited, users are requested, in consideration of other residents, to return borrowed items immediately after they are finished with them. Users must return borrowed items in person and must not release them for use by other parties. **Average use time is 15 to 20 minutes.**
- (3) Borrowed items shall not be removed from I.T. premises.
- (4) Hand, grocery and valet carts shall not be used for hauling heavy furniture.

Hand Cart	TV Remote *
Grocery Cart	Ping-Pong Paddles *
Valet Cart	Billiard Balls *
Wheel Chair *	Umbrellas *
Snow Shovels *	Plunger *
Battery Charger *	Hose & Car Wash Key *

*Resident's Idylwood Photo ID card will be held at the front desk until item is returned.

25. SATELLITE DISH & ANTENNA PLACEMENT

I. Definitions

- A. Antenna—any device used for the receipt of video programming services, including direct broadcast satellite (DBS) one meter or less in diameter, television broadcast,

and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

- B. Transmission – any antenna used solely to transmit radio, television, cellular, or other signals.
- C. Owner – any association unit owner. For the purpose of this rule only “owner” includes a tenant who has the written permission of the unit owner to install antennas.
- D. Telecommunications signals – signals received by DBS, television broadcast, and MDS antennas.
- E. Exclusive-use area – limited common element in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner as defined in the Declaration.

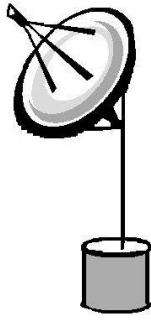
II. Installation Requirements

A. Antenna Size and Type

1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals that are larger than one meter in diameter are prohibited.
2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter in diameter are prohibited.
3. Installation of a transmission-only antenna is prohibited unless approved by the Board of Directors.
4. All antennas not covered by or otherwise exempt from the FCC rule are prohibited.
5. No more than one antenna for each type of service may be installed by an owner.

B. Location

1. Antennas shall be installed solely in the owner’s unit or on individual-owned property or on the limited common element exclusive-use areas specifically assigned to the requesting owner’s unit, as designated in the Master Deed and on the plats and plans of the Association (i.e. on the patios and balconies). Installation of antennas on a limited common element does not convert the limited common element to individual property. Additionally, while placement on the limited common element exclusive-use area may be authorized, placement on or attachment to any other common elements, including the exterior walls of the Condominium, is strictly prohibited. A small bucket of cement and a pole should be used to anchor the antenna.



2. If acceptable quality signals may be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then the antenna shall be installed within the unit.
3. Antennas shall not encroach upon common elements, any other owner's individual unit or limited common element, or the air space of another owner's limited common element.
4. Antennas shall be located in a place shielded from view from outside the Association or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received. This section does not permit installation on common elements (i.e. open grassy areas, roofs or exterior walls), even if an acceptable quality signal cannot be received from an individual-owned or exclusive-use area. Installation of any antenna on the common elements of the Association is strictly prohibited.

C. Installation on Exclusive Use Areas

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. All installations shall be completed so that they do not materially damage the common elements, limited common elements or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.
3. Any installer other than the owner shall provide the association with an insurance certificate listing the association as named insured prior to installation. Insurance shall meet the following minimum limits:
 - a. Contractor's General Liability (including completed operations): \$1,000,000.
 - b. Workers' Compensation: Statutory Limits
 - c. This regulation is intended to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.
4. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
5. There shall be no penetration of exterior common element, and no penetration of the limited common elements, exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of antenna

installation. The following devices shall be used unless they could prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:

- a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
 - b. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
 - c. Existing wiring for transmitting telecommunications signals and cable service signals.
6. If penetration of the limited common elements/interior exclusive use areas is necessary, permissible, and appropriate, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. This rule is intended to prevent structural damage to the building and residences from water intrusion. Owner shall be liable for any damages caused by their or their agent's installation of any antennas.

D. Maintenance Requirements

1. Owners who install or maintain antennas are responsible for the following tasks and all associated costs, including but not limited to:
 - a. Place (or replace), repair, maintain, and move or remove antennas;
 - b. Repair damage to any property, including the Condominium caused by antenna installation, maintenance or use;
 - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
 - d. Reimburse residents or the Association for damage caused by antenna installation, maintenance, or use or the failure to perform any necessary maintenance, repair or replacement;
 - e. Restore antenna installation sites to their original condition;
 - f. Maintenance of all seals for any penetrations created in relation to the installation of the antenna; and
 - g. Maintenance, repair and replacement of any attachments associated with the installation of the antenna.
2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.

3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.

E. Safety

1. Antennas shall be installed and secured in a manner that complies with all applicable city, county and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permits if any are required for safety reasons.
2. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within 10 feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of association residents and personnel and safe and easy access to the association's physical plant.
4. Installation must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the owner's unit.
5. Antennas shall be permanently grounded to prevent electrical and fire damage.

III. Antenna Camouflaging

- A. Antennas shall be painted to match the color of the structure to which they are installed so long as painting the antenna will not void any warranties or present an electrical and/or fire hazard.
- B. Camouflaging antennas through inexpensive screening or plants is required if antennas are visible from the street or other units.
- C. Exterior antenna wiring shall be installed so as to be invisible or barely visible from other units, the common areas or the streets and parking areas.

IV. Antenna Removal

Owners must restore the property to the condition that existed prior to the installation of their antenna at their expense if their antenna is removed for any reason. In the event that the unit is sold and the new owner does not utilize the satellite dish or antenna, then it must be removed

and the property must be restored, at the owners' expense, to the condition that it existed prior to the installation of the antenna.

V. Association Maintenance of Locations Upon Which Antennas Are Installed

A. If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.

B. If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10 days written notice of the need for temporary removal of the antenna. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owner's expense. The Association is not liable for any damage to antennas or any related equipment, seals or wires caused by Association removal.

VI. Notification Process

A. Any owner desiring to install an antenna must complete a notification form and submit it to the Board of Directors in care of the Association's management agent's office. If the installation is routine conforming to all of the above restrictions, the installation may begin immediately.

B. If the installation is other than routine for any reason, owners and the Board of Directors or the Association's community manager must establish a mutually convenient time to meet within 72 hours to discuss installation methods.

VII. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the owner of the condominium unit that they lease or rent. A copy of this permission must be furnished with the notification statement. The Association shall not be liable to any owner for a tenant's failure to comply with this provision.

VIII. Enforcement

A. If these rules are violated the Association, after notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rule is enforceable, an assessed charge of \$50. may be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional charges of \$10. per day will be imposed for each day that the violation continues. The Association shall be entitled to reasonable attorney's fees, costs, and expenses incurred in the enforcement of this policy.

B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation if time permits, otherwise the Association may take such action as necessary to prevent injury to persons or property at the antenna owner's expense.

IX. Severability

If any provision of these rules is determined to be or is ruled invalid, the remainder of these rules or any valid provisions of these rules shall remain in full force and effect.

26. RULE VIOLATIONS: COMPLAINT AND DUE PROCESS PROCEDURES

I. Complaint

A. Any unit owner, resident, tenant, managing agent, employee or Board member who requests that the Board take action to enforce the Condominium Instruments and Rules shall complete, date and sign a Complaint in a form similar to Exhibit "A". (See Appendix I)

B. The complaint shall be submitted to the Management Office for a determination as to whether it appears that a rule or provision of the Condominium Instruments allegedly has been violated.

C. The Management Office shall then notify the Board of the complaint and any planned action, such as sending a demand letter or referring the complaint to counsel or local authorities.

II. Demand

A. Except in the event of an emergency or other circumstance determined appropriate by the Board, a written demand letter, which may be in a form similar to Exhibit "B" hereto, (See Appendix J) shall be sent by first class mail or shall be hand-delivered to the responsible unit owners at the address that the owner has provided the Association or at the unit address if no other address has been provided. A copy may, but need not, be sent to the tenant if there is a tenant.

B. The demand letter shall specify the alleged violation, and either the action required to abate the violation and a date usually no less than ten (10) days after the date of the demand letter by which (1) the alleged violation must be remedied or (2) the violation not be repeated, provided, however, a prior demand may be dispensed with and the Board may act immediately to rectify the violation when, in the opinion of the Board, the violation may constitute a health, safety or fire hazard.

III. Notice of Hearing

A. If the alleged violation is not remedied within the date or time specified in the demand letter referenced in Section II, or the violation is repeated, a Notice of Hearing letter shall be sent. The Notice of Hearing letter shall be hand delivered or mailed by registered or certified United States mail, return receipt requested, at least fourteen (14) days in advance of the hearing or within such other time as may be required by the Act, to the responsible unit owner(s) at the address that the unit owner is required to provide to the Association. Service by mailing shall be deemed effective when mailed. The demand letter referenced in Section IIB may be combined with the notice of hearing.

B. The notice of hearing may be similar to Exhibit "C" hereto and shall specify:

1. The time, date and place of the hearing.

2. That the responsible unit owner(s) and tenant, if applicable, shall be given an opportunity to be heard and to be represented by counsel before the Board.
3. That, in order to take advantage of the opportunity to be heard, the responsible unit owner must notify the General Manager, in writing, at least five (5) days before the scheduled hearing that he or she will attend the hearing or the owner will have waived his or her rights to attend.
4. The alleged violation, citing provisions of the Condominium Instruments or rules that allegedly have been violated.
5. That charges for violation of the Condominium Instruments and Rules may include assessment of up to Fifty Dollars (\$50.00) for a single violation or Ten Dollars (\$10.00) per day for any violation of a continuing nature or such greater amounts as may be authorized by the Act.

IV. Hearing

- A. The hearing shall be scheduled at a reasonable and convenient time and place within the Board of Directors' discretion.
- B. The Board, within its discretion, may grant a continuance. If the unit owner for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.
- C. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide responsible unit owner(s) with an opportunity to be heard and to be represented by counsel.
- D. The management, unit owner, tenant, any person lodging a complaint, and members of the hearing panel shall have the right (1) to call, examine, and cross-examine witnesses, (2) to introduce testimony and evidence, and (3) to rebut testimony and evidence, all within reasonable time limits imposed by the Board of Directors.
- E. The hearing shall be conducted in executive session unless the responsible unit owner(s) requests that the hearing be open to owners and residents and further provided that the Board agrees.
- F. After proper notice has been given, if the responsible unit owner(s) fails to appear at the hearing or if no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges as indicated in Exhibit "D" or take such other action as may be authorized by the condominium Instruments or by law.
- G. If the responsible unit owner(s) acknowledges, in writing, his or her responsibility for the violation charged or that he/she is not contesting or does not wish to contest the alleged charge, the Board may, in its discretion, dispense with a hearing after having afforded the responsible unit owner(s) with an opportunity for a hearing.
- H. Within thirty days of the hearing, the Board shall notify the responsible unit owner(s) of its decision, the assessment of any charges and the date from which those

assessments shall accrue and be due, which shall not be earlier than the date given in the demand letter by which the violation must cease.

V. Records

The Board or Management shall keep copies of all correspondence relative to rules violations in the unit owner's file or in a separate file on rules and violations. Minutes of each hearing or meeting shall be kept and a form similar to that attached hereto as Exhibit "E" shall be completed and placed in the unit owner's file and appropriate Association files, subject to the right of the Association to protect privileged documents.

VI. Assessment of Charges

Pursuant to Section 55-79.80:2 of the Act, any charges assessed for violation of rules after notice and hearing shall be in amounts authorized by the Act and shall be treated as an assessment against such unit owner's unit for the purpose of Section 55-79.84 of the Act regarding liens. Such amounts also shall be the personal obligation of the owner.

VII. Other Remedies

This resolution shall not be deemed to require a hearing prior to assessment of rules violation charges if a hearing is not requested or, in any way, be deemed to prevent the Association from exercising any other remedies authorized or available under the Act, the Condominium Instruments or by law and shall not constitute an election of remedies.

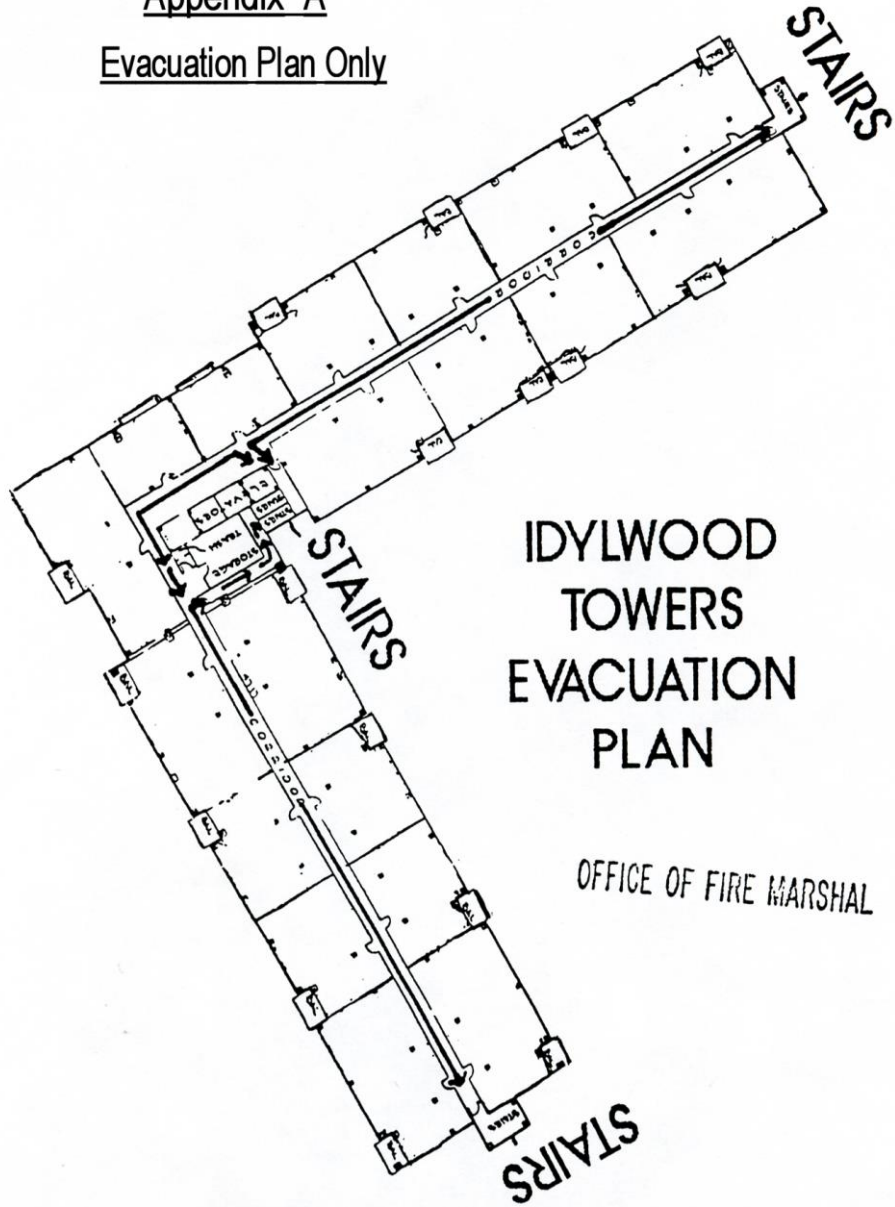
VIII Enforcement

1. The Board of Directors shall have the authority to assess charges against any owner for any violation of the condominium instruments or rules and regulations for which an owner or his family members, tenants, guests or other invitees are responsible.
2. Before any such charges may be assessed, the owner shall be given an opportunity to be heard and to be represented by counsel before the board of directors or other tribunal specified in the governing documents of the Council of Co-Owners.
3. Notice of the hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the owner at the address of record with the Association, at least fourteen days prior to the hearing. The notice shall state the charges or other sanctions that may be imposed by the Board.
4. The amount of the charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per day for up to 90 days for an offense of a continuing nature and shall be treated as an assessment against the owner's unit.
5. The result of the hearing shall be mailed to the owner within seven days of the hearing.
6. In the event that a lawsuit is filed challenging any such charges, no additional charges shall accrue from the date the suit is filed. However, if the court rules in favor of the Council of Co-Owners, it shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to this Resolution.

APPENDIX A

IDYLWOOD TOWERS EVACUATION PLAN - Building Floor Diagram & Instructions

Appendix A
Evacuation Plan Only



**IDYLWOOD
TOWERS
EVACUATION
PLAN**

OFFICE OF FIRE MARSHAL

EVACUATION - INSTRUCTIONS

- ✓ When the fire alarm sounds, calmly exit the building through the nearest fire exit.
- ✓ **DO NOT USE ELEVATORS** to exit during a fire evacuation.
- ✓ Exit the building only through designated fire exits and when leaving the stairwell, exit only on to the designated floor
- ✓ Exit and move away from the building.
- ✓ Keep all vehicle lanes open for the use of emergency personnel.
- ✓ Do not re-enter the building until told to do so by the Fire Department.

WHEN THE ALARM IS ACTIVATED

All elevators will be brought to the lobby level.
The elevators are equipped with emergency phones.

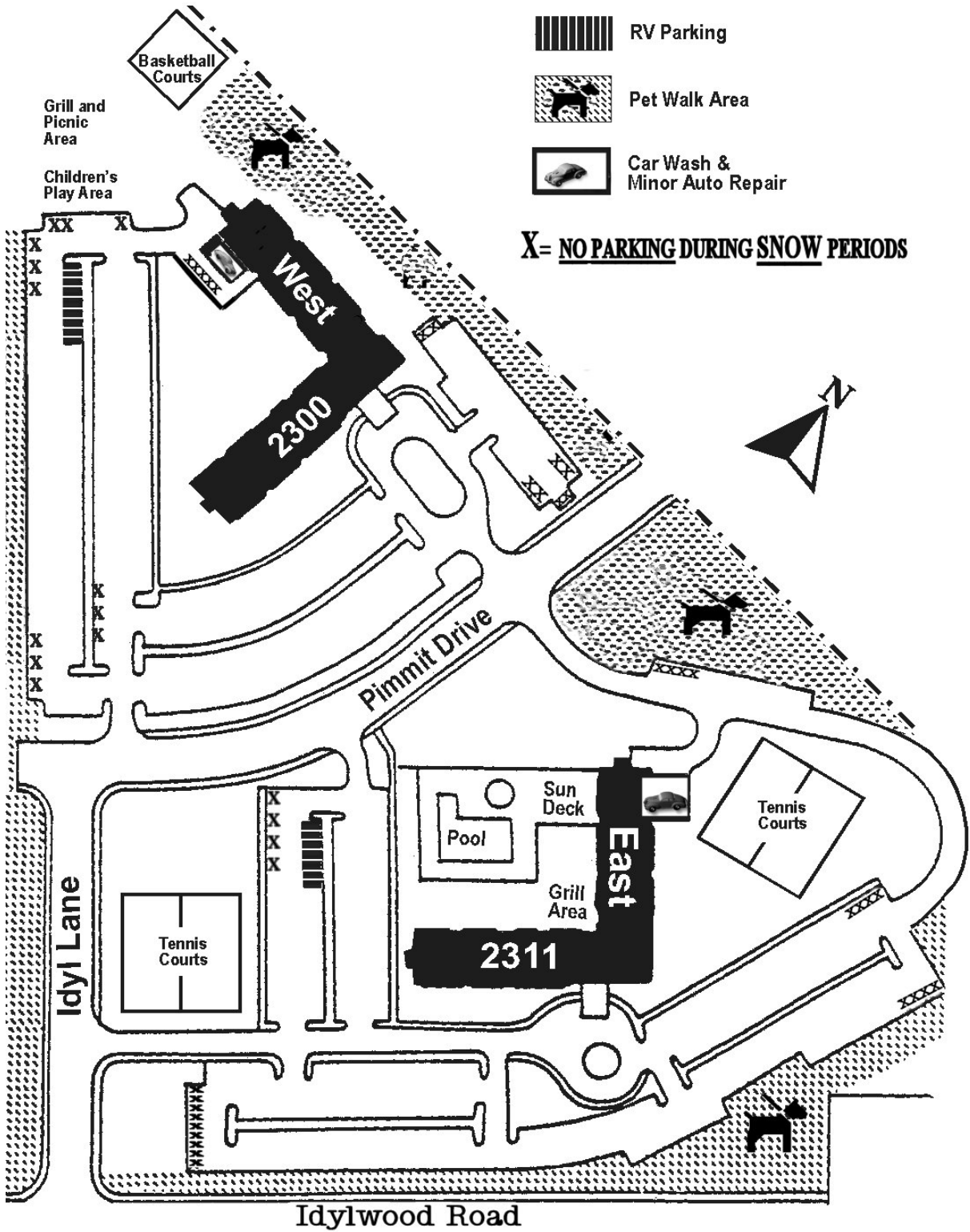
Our fire alarm system is divided into three (3) zones:

These are vertical zones and the alarm sounds in a particular zone depending on which pull station has been activated.

If the Fire Department determines that a more extensive emergency exists, the rest of the building will be notified to evacuate by fire alarm.

Plans reviewed by Fire Marshal and approved: March 23, 2006

APPENDIX B IDYLWOOD TOWERS COMPLEX DIAGRAM



APPENDIX C

PARKING AND TOWING ENFORCEMENT

This appendix sets forth the policy and procedures relative to parking enforcement and towing of vehicles at Idylwood Towers Condominium. These rules are established for the purpose of ensuring necessary and reasonable control by management of all vehicles that are brought onto Condominium premises. Vehicle owners should recognize that management is following instructions of the Board of Directors when it enforces these rules. Fair-minded compliance with these rules by vehicle owners and operators will avoid unnecessary emotional stress and expenditure of time and money.

A. VEHICLES SUBJECT TO TOWING

- (1) Vehicles not properly displaying a current I.T. parking decal or valid guest parking permit required under Rule 15 of the House Rules.
- (2) Vehicles that are inoperable or unfit, more specifically,
 - (a) Vehicles that are in such condition that they cannot legally be driven on the roadways of Virginia;
 - (b) Vehicles that do not display current state tags; or
 - (c) Vehicles that have flat or have missing tires, and/or missing or non-functioning major parts.
- (3) Vehicles parked in or about the building entrances, canopy areas or traffic circles.
- (4) Vehicles parked in the Handicapped designated spaces which do not bear "Handicapped" license tags or hang tags. Management has the right to increase or decrease the amount of spaces, based on the need of residents, visitors, and any governmental guidelines, without approval from the Board of Directors.
- (5) Vehicles not properly identified as "Handicapped" per the Commonwealth of Virginia and parked in the "Visitor Handicapped Parking" designated spaces.
- (6) Vehicles parked in fire lanes designated by the Fairfax County Fire Marshal, or in any other area, other than the delineated parking areas.

B. NOTICE AND ENFORCEMENT

- (1) The following procedures apply to vehicles not properly displaying a current I.T. parking decal or a guest parking permit:
 - (a) A notice of the violation will be affixed to the vehicle.
 - (b) If, after 72 hours from the time the notice of the violation was affixed to the vehicle, the situation has not been corrected, management will have the vehicle towed from the premises at the sole risk and expense of the vehicle's owner.
- (2) The following procedures apply to inoperable or unfit vehicles:

- (a) A notice of the violation will be affixed to the vehicle.
 - [(b) An attempt will be made to contact the owner of the vehicle by telephone, describing the violation and the consequences of failure to take corrective action. "Notice of Intent to Tow" will be sent to the owner's last known address on record.
 - (c) The owner will be allowed 5 business days to remedy the violation or to remove the vehicle.
 - (d) If, after 5 business days, the violation still exists, management will have the vehicle towed from the premises at the sole risk and expense of the vehicle's owner.
- (3) The following procedures apply to improperly parked vehicles displaying a current I.T. parking decal or valid guest parking permit:
- (a) An effort will be made to notify the vehicle owner that the vehicle is improperly parked and must be removed within 15 minutes.
 - (b) If the parking violation continues for more than 15 minutes, and even though effort to contact the owner has been unsuccessful, management will have the vehicle towed from the premises at the sole risk and expense of the vehicle's owner.
- (4) Management will have a vehicle towed at the sole risk and expense of the vehicle's owner whenever such vehicle has been improperly parked on the premises for more than 15 minutes, and neither an I.T. parking decal nor guest parking permit is displayed.
- (5) Repeat and chronic offenders: When a vehicle is repeatedly parked in violation of the same House Rule, no further advance "Notice of Intent to Tow" will be made. Management has the authority to have the vehicle towed without any additional notice at the sole risk and expense of the owner.
- (6) Fairfax County Police and Virginia State Police are empowered to ticket violators parked in designated fire lanes and/or designated handicapped spaces. Such enforcement by ticketing does not preclude management from exercising its authority to tow as set forth herein.

C. Car Alarms

If a car alarm is going off continuously for a time period of 20 minutes and all reasonable efforts to identify and locate the owner have been exhausted, the General Manager or his/her designated officer has the authority to have the vehicle towed at the vehicle owner's expense.

APPENDIX D
CHARGES, DEPOSITS AND FEES

The charges, deposits and fees set forth below have been established by the Board of Directors and may be revised from time to time at the discretion of the Board.

A. See I.T. House Rule 8.A (Moves and Bulky Deliveries or Removals).

1. A **\$200.00 move-in fee** is required for ALL new residents relocating to Idylwood Towers.

2. A **\$100.00 administrative fee** is required for current Idylwood residents relocating within Idylwood Towers; and non-residing owner (NRO) investment purchases. In the event that a NRO later decides to occupy their purchased residence, they are required to only pay \$100 at the time of move-in.

B. See I.T. House Rule 12.B (Maintenance, Repairs and Service).

An hourly rate of \$50.00 (in half-hour increments) will be charged for all maintenance, repairs and/or services provided under the in-unit maintenance program. There will be a \$25.00 minimum labor charge for any service provided plus the cost of any parts.

C. See I.T. House Rule 23(7)(b)(iv) (Amenities - Parties).

Requests for reservation of a party room shall be accompanied by the following:

(1) A security deposit in the amount of \$300; and (2) A non-refundable service fee in the amount of \$100.

D. Pool Passes

Guest pool passes are \$10.00 each on an annual basis.

E. Hallway Storage Rooms

The fee for a hallway storage room is \$1,155.00 per year.