Lafayette Park Condominium

Rules and Regulations

March 23, 2006

December 2, 2010

January 25, 2012

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September 10,, 2014

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**DEFINITIONS**

The following is a list of definitions for terms used in this document.

**ADULT** Any individual 18 years of age or older

**APPROVED** **VEHICLE** Any vehicle authorized by these Rules & Regulations to occupy any single parking space or any other vehicle authorized by the Board of Directors in writing

**ASSOCIATION** Lafayette Park Condominium Unit Owners Association

**BOARD** The Board of Directors of Lafayette Park Condominium, Falls Church, Virginia

**BUS/OMNIBUS** Any passenger vehicle designed to carry nine or more passengers with an omnibus, commercial or bus license

**CHILD** Any individual under the age of 18 years

**COMMERCIAL** **VEHICLE** Any vehicle bearing commercial license plates or conspicuous advertising

**COMMON** **AREAS** All parts of the Common Elements not reserved for use by less than all of the Unit Owners (i.e., hallways, lobbies, stairwells, and all parts of the Common Elements other than the Limited Common Elements)

**COMMON** **ELEMENTS** Any part of the Condominium Property, other than the units

**CONDOMINIUM** **INSTRUMENTS** The Declaration, Bylaws, and plats and plans, and all amendments thereto, which are recorded in the land records of Fairfax County, Virginia

**LEGAL** **TENANT** An individual whose name appears on the lease to a Unit at Lafayette Park Condominium which is on file with the Association, as required by the Rules & Regulations of the Association, and a lease addendum, which is also on file with the Association, if the lease is dated on or after March 1, 1987

**LIMITED** **COMMON** **ELEMENT** A portion of the Common Elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the Units, i.e., balconies and patios

**OWNER** An individual whose name appears on the title to his/her Unit at Lafayette Park Condominium

**PARKING** **SPACE** The marked space upon the paved blacktop area commonly known as Lafayette Park Condominium, Falls Church, Virginia, encircling the community, which has been set aside for the parking use of Unit Owners. In any definition and use, a parking space is a common element and is undivided.

**PATIO** **FURNITURE** Any furniture designed for outdoor use

**RECREATIONAL** **VEHICLE** Vehicle of any variety intended primarily for "off road" use, racing, or other specialized recreational purpose

**SECURITY** **PATROL** Any person monitoring safety of the Condominium Property or persons on the Property under specific authorization of the Board of Directors of the Association or Management

**TAXICAB** Any vehicle conspicuously marked for hire and bearing non- passenger license plates

**TRAILER** Any wheeled vehicle, which is not self-propelled and is designed to be pulled by a motor vehicle

**TRUCK** Any vehicle bearing a "truck" license plate or more than four wheels or more than two axles. Pickup trucks with four wheels, lacking advertising, and less than 4,000 pounds are not trucks by this definition

**VEHICLE** Any automobile, taxicab, truck, van, pickup, bus/omnibus, moped, motorcycle, commercial vehicle, boat or trailer of any kind.

**LAFAYETTE PARK CONDOMINIUM RULES & REGULATIONS**

**I. USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS**

A. Units are to be used for housing purposes only. Businesses that necessitate customer, employee, or other visitation are prohibited, including in-home day care services. Occupancy is limited to two people per bed room.

B. Units may not be rented for an initial term of less than six (6) months. No portion of any Unit (other than the entire unit) may be leased for any period. A written lease must be used and a fully executed copy must be provided to the Association office prior to occupancy. In addition to the execution of a lease, a Lafayette Park Lease Addendum must be fully executed and a copy provided to the Association office.

C. Sufficient carpeting and padding shall be maintained on at least eighty percent (80%) of the floor surface (excluding kitchen, closets and bathrooms) in Units located over other Units to adequately reduce transmissions of sounds between Units.

D. Waterbeds are not permitted in any Unit without prior written consent of the Board of Directors and proof of waterbed insurance.

E. Nothing may be done to a Unit that would alter or remove any interior partition that contributes to the support of the Unit or the building or involves the relocation of any Common Element pipes or conduits. Licensed and insured tradesmen must perform all major plumbing or electrical alterations. The Unit Owner will be responsible for obtaining any required permits and for removing any debris from the property.

Please be advised that the domestic water main, riser, branch line and recirculation piping system in the buildings have been epoxy lined with the CuraFlo Engineered Flow Lining System. Any future maintenance or additions to the system must be made using “solder less” technology. “Rigid Propress” and “Shark Bite” fittings are both acceptable and commonly used. Should you have any question please contact CuraFlo Mid Atlantic at 1-877-CURAFLO (287-2356).

F. No alterations or additions (including painting, decorating, and installation of doorbells or landscaping) may be made to the exterior of any Unit or to any Common Element or any Limited Common Element (i.e., unit door, balcony or patio) without the prior written consent of the Board of Directors. Unit door locks and knockers may be replaced with those that are the same in style to the original. No fixtures or decorations may be fastened to the walls, doors, ceiling or railings of the balconies or patios or to any exterior building wall. This provision does not apply to seasonal decorations displayed in accordance with the provisions of Section I.K.

G. Exterior lights that are not part of the original structure are prohibited without the prior written consent of the Board of Directors. This provision does not apply to seasonal decorations displayed in accordance with the provisions of Section I.K.

H. Nothing shall be stored or placed in any of the Common Elements, except for those areas designated as storage space by the Board of Directors.

I. Doormats shall not be placed in the hallway.

J. No signs of any character shall be erected, posted, or displayed upon, in, from, or about any Unit or Common Element (i.e., windows, doors, exterior walls and patio or balcony doors) without prior written approval of the Board of Directors.

K. Seasonal decorations may be used in accordance with the following:

* Holiday decorations may be displayed during the week or weekend of the holiday and must be removed immediately thereafter. During the December holiday season, decorations may be displayed from December 1 through January 15.
* The decorations must not make any noise or obstruct traffic in the hallway.
* The decorations may not be attached in such a way as to damage the finish on any Common Element.
* Decorations displayed on Unit doors may not contain electrical illumination or wiring.
* United States flags may be displayed in accordance with generally accepted rules for display of the flag on Memorial Day, Flag Day, Independence Day, Labor Day, Veterans Day, and any Federal holiday where display of the flag is traditional. Flags may be draped over the balcony railings, provided they do not hang below the floor level of the balcony. Flags may not exceed 3' x 5' and must be removed by dusk.

L. No person shall litter or allow debris to be placed upon any of the Common Elements.

M. No person shall loiter, play, or sleep in the lobbies, hallways, or stairways. No person shall play in any Common Area not designated for recreational use.

N. Proper attire is required in the Common Areas.

O. Solicitation of any kind is prohibited on the Condominium property without the prior written consent of the Board of Directors.

P. Operation of any motorized vehicle on the property by any unlicensed individual is prohibited. This includes, but in not limited to, mopeds.

**II. PARKING**

Based on 468 reserved spaces and 132 visitor spaces the following rules are applied.

A. Every vehicle parked in the Lafayette Park parking lot, to include vehicles of guests, must clearly display a pre-numbered parking hangtag or decal issued by the Association.

B. Vehicles parked in a reserved parking space must display a resident parking decal. Visitor parking hangtags are not valid in reserved parking spaces.

C. No vehicle shall remain on the Condominium premises unless it has current state license plates, county tags and a current inspection sticker. (This provision is enforced by the Fairfax County Police Department.) Please read complete Policy Resolution No. 87-1, Suspension of use of Parking Facilities (effective March 1, 1987)

D. All parking shall be front in only.

E. Parking of the following vehicles is prohibited: abandoned vehicles, vehicles under repair or vehicles in disrepair or which are inoperable.

F. Residents are responsible to immediately inform the Association of changes in vehicle status, i.e., acquisition, disposition, change of license plate, etc.

G. Parking in handicapped spaces is limited to one handicapped space per unit with vehicle that displays a handicapped license plate or special permit. Expired permits are subject to towing.

H. An individual may apply for a motorcycle permit in addition to a regular vehicle permit. A maximum of two (2) vehicle parking permits can be issued per unit to exclude a motorcycle permit.

I. Unit Owners or Legal Tenants are entitled to two (2) Resident Parking Decals. Unit Owners are entitled to one (1) Visitor Parking Hangtag.

FOR RESIDENT DECALS:

* Copy of Car Registration required showing Lafayette Park Condominium as your residence address.

FOR VISITOR HANGTAG:

* Must be the owner or provide written release of the hangtag from the owner.

J. Commercial vehicles serving the association or individual unit owners may receive a temporary parking permit from the Management Office during business hours. This permit grants the same permissions as a parking decal and expires at 7:00 PM on the day issued.

J. Any motorcycle parked in other than a designated motorcycle parking area will be removed at the owner's sole risk and expense.

K. Trailers, campers, recreational vehicles, boats, taxicabs and other commercial vehicles may be parked on the property if they clearly display a Lafayette Park parking permit. These vehicles are to be parked in the rear parking lot near the back multipurpose court the rear visitor area only.

L. Oversized vehicles that occupy more than one parking space, restrict access to another vehicle or parking space, have more than two axles or more than two wheels per axle may not be parked on the property.

M. Parking permits are the property of the Association and shall be surrendered upon vacating the community.

N. No vehicle shall occupy more than one parking space or restrict access to an adjacent parking space.

O. No vehicle shall be parked in designated "No Parking Areas,” including all marked fire lanes, lawns, sidewalks, driveways, or grassy or non-paved areas.

P. No parking permit may be assigned or transferred without application.

Q. Replacement permits will be issued with return of the old permit or proof of destruction. Lost permits will be replaced Office at a charge of $5.00 per decal and $150.00 per hangtag.

R. No portion of the property shall be used for the washing, repair, painting, servicing, or any work of a similar nature upon the vehicle.

S. Subject to the policy resolution relating to due process procedures, parking privileges may be revoked when a Unit Owner becomes more than 30 days delinquent in the payment of condominium fees or the payment of any assessment levied in accordance with the Association's governing documents. All vehicles of said Unit Owner or their legal tenant will be subject to towing.

T. Unit Owners and residents are solely responsible for their guests and invitees.

U. Oversized vans and pickups that will not receive Resident Parking Permit:

From Ford
Pickups: F-150, F-250, F-350, F-450
Cargo Van: all the Econoline, E-150, E-250, E-350
Wagons: E-150, E-350, E-350 EL

From Dodge
Pickups: RAM 1500, RAM 2500, RAM 3500
Van: RAM, Sprinter

From GMC
Pickups: Sierra 1500, Sierra 2500, Sierra 3500
Van: Passenger, Cargo, Sabana, Conversion

From Chevrolet
Pickup: Silverado 1500
Van: Express

If there is a discrepancy the Management Office can determinate when a car is consider oversized or commercial vehicle.

V. No vehicle with an Association visitor hangtag may be parked continuously in the same visitor space for a period exceeding 72 hours without prior written permission of the Board of Directors. No vehicle with an Association decal may be parked continuously in the same reserved space for a period exceeding 30 days.

W. Parking areas will be regularly patrolled. Vehicles found in violation of rules shall be towed at the owner’s sole risk and expense.

X. When a Unit Owner leases his/her Unit, the right to use the parking and recreational facilities is forfeited by the Unit Owner and transferred to the lease.

POLICY RESOLUTION No. 87-1

SUSPENSION OF USE OF PARKING FACILITIES (effective March 1, 1987)

An Owner or Resident’s right to use the parking facilities may be suspended under the following circumstances:

After notice and a hearing, the member has been found to be in violation of the Association’s Governing Documents relating to the use of the Common Elements. Suspension shall be for a period not to exceed sixty (60 days. The Unit Owner is delinquent in the payment of assessments in accordance with Article V1, Sections 3 and 4 of the Bylaws. Suspension is automatic and shall remain in effect until all assessments, fees and charges are paid in full.

The lessee fails to make rental payments to the Condominium, after proper notice, as provided in the Lafayette Park Lease Addendum Resolution. Suspension shall be automatic and shall remain in effect until all rent, fees and charges are paid in full.

**III. PETS**

A. One small orderly domestic pet (e.g. dogs, cats, birds) may be kept in a living unit without written approval of the Board of Directors, provided said pet has been properly registered with the Association office.

B. Permission to keep or maintain more than one pet may be requested and is subject to the approval of the Board of Directors.

C. The weight of the domestic pet shall not exceed thirty (30) pounds at maturity. Any resident already having a domestic pet that weighs in excess of 30 pounds and is properly registered with the Association prior to the adoption of these rules would not be forced to remove the pet. However, if the pet expires or is given away, any future pets must comply with the weight restriction.

D. No animal shall be kept or maintained for commercial purposes or for breeding.

E. No poultry, reptiles, wild, or exotic animals may be kept or maintained on the property.

F. All pets shall be registered with the Association office and shall otherwise be registered and inoculated as required by law. An identifying photograph of the pet must accompany the registration form. All dog owners are required to file a copy of a valid county license annually with the Association office.

G. All pet owners are responsible for complying with all Fairfax County ordinances related to pets.

H. Pets shall not be permitted upon the common elements unless carried or leashed. No pet is permitted in or on any community facility (i.e., pool, tennis courts, tot lot, picnic area).

I. Pets must be confined to the designated pet walk areas for the purposes of exercising, urination and defecation. The designated pet walk areas are defined as the service road adjacent to Leesburg Pike, the west side of Rio Drive, and the grassy area between the east parking area and Munson Hill Apartments.

J. No pet may be leashed to any stationary object of the common elements or limited common elements. Pets shall not be left unattended on balconies or patios.

K. Pet feeding dishes, housing, and litter boxes are prohibited on patios and balconies.

L. No pet shall be allowed to trespass on, destroy or damage another person's property or the common elements. Pet owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.

M. Pet owners are responsible for the removal of waste of their pet from the common elements and units.

N. No pet shall be permitted to bark, howl, or make other loud noises for such an unreasonable time as disturbs neighbors' rest or peaceful enjoyment of their unit or the Common Elements.

O. Every female pet while in heat shall be kept confined in a building or secure enclosure by its owner in such a manner that she will not be in contact with another pet (except for intentional non-commercial breeding purposes) nor create a nuisance by attracting other animals.

**IV. RECREATIONAL FACILITIES**

All persons using the recreational facilities do so at their own risk and sole responsibility. The Association assumes no responsibility for any accidents or injury in connection with such use or for any loss or damage to personal property. Persons using the recreational facilities agree to hold the Association harmless for any actions of whatever nature occurring within the recreational facilities.

All Unit Owners are entitled to use of the recreational facilities, except under those circumstances where the Board of Directors has the authority to suspend such use. When a Unit Owner leases his/her Unit, the right to use the recreational facilities is forfeited by the Unit Owner and transferred to the lease.

A. SWIMMING POOL

The lifeguard on duty has been given the responsibility for the strict enforcement of these rules. At the discretion of the lifeguard, any person may be barred from the pool for violation of rules or for any other reason, which, in the lifeguard's judgment, constitutes a hazard to the community. When this occurs, the pool manager will, within two days, file a written statement with the Unit Owners' Association through the General Manager.

1. HOURS OF OPERATION

Will be determined annually based on the pool service contract.

2. LANE ONLY SWIM HOURS

The pool area will be restricted to lane swimming only during the following hours:

Monday & Thursday 7:00 P.M. - 8:00 P.M.

3. POOL CLOSING

At the discretion of the pool manager or lifeguard on duty, the pool may be closed due to mechanical difficulties, weather conditions or for other safety reasons. In the event the pool is closed for any reason, the pool manager or lifeguard on duty will post a sign on the outside of the pool entrance door stating when the pool is expected to reopen.

4. POOL PASSES

All unit owners will receive four resident pool passes. There will be a $10.00 charge for the replacement of a pool pass, regardless of the reason for need of replacement. If pool passes are not transferred at settlement, there will be a $10.00 charge for reissuance of all passes. Pool passes must be displayed visibly on all residents and guests at all times.

Pool passes may be revoked (Owner or Tenant) if:

a. The Condominium fees for that unit are in arrears (subject to Policy Resolution No. 97-1, relating to due process procedures)

b. Any other charges connected with the unit are in arrears (subject to Policy Resolution No. 97-1, relating to due process procedures)

c. The residents are not properly registered with the Association office

d. If there is no current lease and lease addendum on file with the Association office (for Tenants) In addition, the Association has the right to revoke the pool passes of Owners (or their tenants) whose condominium fees become delinquent.

5. GUESTS

Each unit will receive two (2) guest passes for the season along with their pool passes.

Residents wishing to bring more than two guests to the pool at any one time may purchase additional guest passes at the Association office as follows:

Weekdays $2.00/guest pass
Weekends and Holidays $3.00/guest pass

The Unit Owner or legal Tenant must escort the guest(s) to the pool area and sign their guest(s) in on the daily pool register. Owners and legal Tenants are responsible for the actions of their guests and will be held accountable for any damage to property caused by their guests.

In the event of pool overcrowding, the Pool Manager reserves the right to restrict the use of the pool to residents only.

Residents may reserve space in the designated food area for up to 15 people for no longer than 3 hours at no charge, other than the cost for additional guest passes.

6. ADMISSION

To gain admission to the pool, residents are required to present their valid pool pass to the lifeguard and sign the daily register. Pool passes are not transferable.

All guests must present a valid guest pass to the lifeguard and be escorted by a Lafayette Park resident holding a valid pool pass at the time of sign in.

Use of the pool facilities when the pool is closed is strictly forbidden. Violators will be prosecuted for trespassing.

7. HEALTH AND SAFETY

Admission will be refused to anyone having an obvious skin disease, skin abrasions, nasal discharge, inflamed eyes, is wearing bandages, or appears to have a cold, flu or other communicable disease.

Proper swimming attire must be worn in the pool. Attire other than swim suits may be worn in the swimming pool, if the attire is designated for swimming only and is not worn as street clothing. Cut-offs, underwear, disposable diapers, etc. are not permitted in the pool. Children in cloth diapers must also have on plastic pants however, children in diapers are not permitted in the adult pool.

No person in street shoes shall be allowed on the deck of the swimming pool within 5 feet of the water except the Operating Personnel, the Administrative Authority or personnel engaged in repair.

All bathers must shower before entering the pool.

All excretory functions including spitting, blowing one's nose, etc., are prohibited in the pool.

The use of child sized rafts not to exceed 4', inner tubes not to exceed 3' in diameter, Nerf balls, and beach balls will be permitted in the pool. Instructional devices used in conjunction with training under the direct supervision of a parent or qualified pool attendant are also permitted. In the event of pool overcrowding, the Pool Manager reserves the right to restrict the use of the foregoing items.

Diving from the pool sides is prohibited.

The following ARE NOT permitted in the pool area:

* Running
* Pushing
* Dunking
* Rough play
* Profane language
* Standing or sitting on another person's shoulders
* Pets (except seeing-eye dogs)
* Wheeled vehicles (except baby strollers and wheelchairs, which must have parking brakes which are in working order and which must be set when vehicle is parked.)
* Chewing gum
* Alcoholic beverages
* Glass containers
* Skateboards
* Roller skates or roller blades
* Bicycles

Eating is restricted to the designated eating area, except that non-alcoholic beverages in non-glass containers may be consumed on the concrete deck.

Audio devices are not permitted except when used with headphones.

All trash must be deposited in the proper trash receptacles. All cigarettes must be extinguished in the ash cans.

Persons entering the pool area may bring their own chairs. However, the Pool Manager reserves the right to restrict this privilege if the pool area is overcrowded.

8. CHILDREN

Parents and legal guardians are responsible for the safety and the proper supervision of their children. Parents and legal guardians are cautioned not to allow their children to be over fatigued.

To guard against over fatigue, the lifeguard will announce a 15-minute break every hour, on the hour. All children under age 16 will be required to get out of the water during the break period and must sit or lie down away from the edge of the pool with their feet out of the water. Anyone who does not abide by the rest period may, at the discretion of the lifeguard, be required to complete one 15-minute rest period prior to entry into the pool.

Children under age 10 must be accompanied at all times by a parent, guardian, or responsible adult.

An unaccompanied individual between 10 and 18 years of age may be required to demonstrate to the lifeguard his/her proficiency in the water. If the lifeguard determines that it may be unsafe for an individual to be unsupervised while in the pool, then the lifeguard may require adult supervision.

Children using the wading pool must be directly supervised and accompanied by a parent, guardian, or responsible adult.

Failure to observe these rules, obey the pool manager, or lifeguard may result in indefinite suspension of pool privileges.

B. TENNIS COURTS/MULTI-PURPOSE COURT

1. The tennis and multi-purpose courts are available for use by Lafayette Park Condominium residents and their guests.

The court located between buildings 6137 and 6145 will be used for tennis only. Children can use the court for play. The court located in the southeast area of the property may be used for tennis, basketball, volleyball, or badminton.

2. The courts may be used between the hours of 8:00 a.m. to dark.

3. Courts are open equally to all residents on a first come, first served basis.

4. Bicycles, skates, skateboards, baby carriages, playpens, pets, and audio devices are not allowed in the court area.

5. Appropriate athletic shoes will be worn at all times.

6. Non-compliance with these rules shall result in forfeiture of court privileges.

7. Keys are available in the Association office for a fee of $10.00.

8. Tennis and badminton shall be played in accordance with the following:

a. Singles who have used a court for an hour or persons who have used the rebounder for an hour, should vacate if others are waiting. Doubles who have used a court for two hours, should vacate if others are waiting.

b. Tennis etiquette as stated in the "code" (USTA) shall be observed by all players at all times.

c. Badminton shall be played in accordance with the laws adopted by the International Badminton Federation.

9. Volleyball and basketball play is limited to two (2) hours if others are waiting to use the court.

C. PICNIC AREA

1. The picnic area is open for use on a first come, first served basis, but may be reserved in advance for private use by residents submitting a reservation request form along with a $25.00 refundable deposit. Reservation requests must be made by a resident 21 years of age or older residing in the household of the resident planning to use the picnic facilities.

Private functions do not include commercial or business usage or a resident sponsoring the use of facilities by a religious, charitable, fraternal, or similar type organization. Residents reserving the picnic area must be present during the function for which the picnic area is reserved.

2. In the interest of safety and courtesy to other residents, the number of persons using the facility at any time shall not exceed 15.

3. Electronically amplified music or public address systems may not be used in the picnic area.

4. Residents using the picnic area are to ensure that the area is left in a clean and sanitary condition. All trash, refuse, bottles and cans will be placed in trash containers provided. All leftover food and drink must be removed from the premises immediately upon the conclusion of the event.

5. Residents using the picnic area must adhere to all Rules and Regulations of the Unit Owners Association, the laws of Fairfax County and the Commonwealth of Virginia. Residents bear full responsibility for the conduct and actions of guests, including ascertaining that no alcoholic beverages are consumed by, or in possession of persons using the picnic area.

6. Residents using the picnic area are responsible for extinguishing the coals left on the grill.

D. COMMUNITY ROOM

1. The Community Room may be reserved for a private function by a Lafayette Park homeowner or legal tenant. Any homeowner or legal tenant requesting use must be in full compliance with any rules or violations and the unit owner must be current with condominium fees in order to be eligible to use the Community Room.

 a. A private function is define as any gathering of more than just the resident—a gathering for a group of friends, conducting an off-site office meeting, sponsoring a private club meeting, or hosting a wedding or birthday party. The aforementioned is not considered an all-inclusive list of private functions.

 b. Private functions to not include use of the pool or the pool area.

 c. Community sponsored events take precedence.

2. Deposit: A $500.00 “damage deposit” is required. After inspection and sign off by the Management Office certifying that the facility has been returned in good condition, the deposit will be returned. If there are any damages beyond normal wear and tear, the cost for repair or replacement shall be corrected using, but not limited to, the $500.00 deposit.

3. The reserving resident shall be responsible for the appropriate behavior and conduct of all guests and/or attendees while they are on the premises of LP. Non disturbance of other residents of LP is paramount for a successful event. At no time shall loud or rowdy drunken behavior be tolerated outside the room. In the event that a guest/attendee violates this condition, the future use of the LP Community Room shall be denied to the reserving resident.

4. Reservation: Residents must complete the Community Room License Agreement and the Community Room Reservation Form at least 24 hours (1 business day) prior to the function. The $500.00 refundable security deposit along with a separate check for $100.00 rental fee must be submitted at the time the reservation is requested. Valid ID is required.

5. Noise: When the Community Room is in use for a private function, radio and/or amplified music is permitted, but at no time should this music be heard further than 20 feet outside of the building.

6. Access: Keys for the Community Room may be picked up and returned to the Management Office, building 6145 between the hours of 8:30 AM and 5:00 PM, M-F, on the day of the function, unless other arrangements are made. If keys are not returned as per the arrangement or lost, the cost of the lock replacements and new keys will be charged to the reserving client.

7. Rental Fee: Any resident reserving the Community Room for a private event will be charged the appropriate $100.00 rental fee. However, if the room is not returned in the same condition as when received, clean up charges will be assessed at a minimum of $100.00.

8. Inspection: A management representative will inspect the Community Room prior to and after each function. The Community Room user is encouraged to be present at this inspection to confirm the condition of the Community Room and be given an opportunity to correct and deficiencies within a timely manner. These corrections must be completed prior to any future use scheduled for the Community Room. In absence of these corrections, LP shall make the necessary corrections in order to have the room available in a timely manner for the next scheduled event. Any necessary repairs or clean-up work required shall be at the violating user’s expense.

9. Age Restrictions: Those under the age of 21 must be accompanied by a parent or guardian at all times while in the Community Room.

10. Room Capacity: Parties and events are limited to a maximum capacity of forty-eight (48) people.

11. Events: Events that charge admission are not permitted. The resident reserving the Community Room must attend and remain for the duration of the event. Hiring an outside vendor for setup and/or clean-up, does not release the resident from any other obligations under this agreement.

12. Furnishings: Residents must use the room as furnished. The sofa, chairs and table in the TV area shall not be moved. Other instructions for use of equipment is posted in the Community Room.

**V. BALCONIES/PATIOS**

A. Nothing whatsoever shall be swept, thrown, or allowed to fall from the windows or balconies.

B. No items, including clothing, rugs, towels, blankets, etc., may be hung anywhere on the balconies, patios or any portion of the Common Areas. Clothes line hangers or similar devices are not permitted on balconies, patios or any portion of the Common Areas.

C. No item may be placed on the balcony or patio that exceeds the height of the balcony rail or the patio wall. Flowers or plants may exceed the balcony railing height, provided the container cannot be seen. Flower pots may be displayed on the inside window sills only. Umbrellas may be used on balconies and patios, provided they are closed when not in use.

D. Nothing shall be placed or maintained on the exterior window sill, patio wall, or balcony rail, including satellite dish, nor hung from the balcony or patio ceilings, walls, ledges, railings, or doors.

E. Nothing may be stored on the balconies or patios, including household appliances, bicycles, mopeds, and motorcycles, mechanical or other equipment. Only items such as lawn and patio furniture, approved outdoor cooking devices, and flower pots are permitted on balconies and patios.

F. Bird feeders or food substances for animal consumption are not permitted on the balconies, patios or any portion of the Common Areas.

G. Floor covering, including carpet, tile, sheet flooring, or any other material shall not be installed on any balcony or patio.

**VI. OUTDOOR COOKING DEVICES**

Electric grills that have been approved by Underwriter's Laboratory, or a similar approved testing laboratory, may be used and stored on balconies and patios. No charcoal cookers, brazier, hibachis, grills, or any gasoline or other flammable liquid or liquefied petroleum gas fired stoves or similar devices may be ignited, used, or stored on Lafayette Park property except in the designated picnic area or at Association sponsored events.

**VII. TRASH**

A. Trash and garbage not acceptable to the unit garbage disposal shall be securely packaged, tied and deposited in the trash chute.

* Kitty litter shall be securely packaged before depositing in the trash chute.
* All cardboard boxes (flattened) or other items that do not fit into the trash chute, including all wooden or metal objects, must be securely packaged and taken to the refuse room and placed so that they will not block access to the trash chute. Under no circumstances should items be left in the hallway.
* Potentially leaky and odorous trash should be securely packaged and taken to the refuse room and deposited in the trash chute.

B. Residents are responsible for disposing of large items i.e., furniture, carpet, appliances, off the property.

C. Glass, aluminum, plastic and newspapers shall be separated for recycling. Glass, aluminum and plastic shall be placed in the recycling bin located inside the refuse room. Newspapers shall be placed on top of the recycling bin.

**VIII. KEYS**

A. Common Area Keys

Notwithstanding a lease agreement or unit sale, keys to the Common Areas, i.e., building key fobs and tennis court keys, shall not be transferred or assigned. Common Element keys may be purchased from the Association as follows:

DISTRIBUTION:

Fobs are available for purchase at the Management Office by any adult legal tenant or unit owner with the submission of a Key Fob Application. Realtor’s may purchase fobs with written permission from the unit owner.

Access devices can be programed to allow for remote access. One phone number can be programed per access device. You can grant your guest access by pressing “9” when the call box calls you.

Building door keys (fob) - $25.00

Storage room keys - $15.00 - $5.00 is refundable

Mailbox keys and lock - $15.00 (non-refundable)

Tennis court keys - $10.00 (non-refundable)

B. Unit Door Locks

No Unit Owner or Legal Tenant shall alter any lock or install a new lock, without the written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association.

C. Emergency Keys/Passkeys

The Association shall retain a passkey to each Unit, pursuant to its right of access as provided by the Association's Bylaws. These keys will be used for emergencies and right of access only.

D. Courtesy Keys

Unit Owners and Legal Tenants may provide the Association with a second set of keys to be used for lock outs and to be provided to third parties, i.e., contractors, as requested and authorized by the Unit Owner or Legal Tenant.

Two sets ok keys to your unit must be on file for lockouts or third parties.

The Emergency keys/Passkeys will not be given out to anyone and will only be used during an emergency such as a water leak, fire, mandatory pest inspection or medical emergency.

E. Lock Outs

The Association provides lock out service as a courtesy, on an availability basis, to Unit Owners and Legal Tenants who have provided the Association with a courtesy key. In the event a staff member is unavailable to respond to a lock out request, the resident should contact a professional locksmith. The Association staff for the following fees will provide lock out service:

During Association office hours - No charge

Weekdays 5:00 p.m. - 8:30 a.m. - $45.00

Weekends - $45.00

(11:00 p.m. Friday - 8:30 a.m. Monday)

Federal Holidays - $65.00

The above fees are payable directly to the staff member who provides the lock out service. Failure to provide payment will result in the denial of lock out service in the future.

**IX. DISTURBING NOISES/ACTIVITIES**

A. All persons shall reduce noise levels between the hours of 11:00 p.m. and 8:00 a.m. so that occupants of neighboring Units will not be disturbed. Unnecessary noises shall be avoided at all times.

B. Obnoxious or offensive activity, including excessive noise, shall not be carried on any part of the Condominium property.

**X. ANTENNAS**

Radio, television installation, or other wiring shall not be permitted without the prior written consent of the Board of Directors.

**XI. STORAGE AREAS**

A. Storage areas must be kept clean and free of obstruction. Articles must not be stored in the aisles nor above the storage bins. Flammable or combustible liquids or materials, i.e., paint, lighter fluid, tires, gasoline, kerosene, turpentine, lamp oil, etc., or any other materials which, if they leak, could cause an environmental hazard or require environmental clean-up may not be stored in the storage rooms.

B. The heating and air conditioning mechanical rooms are not to be used for storage.

C. In the event of any leakage of any stored materials, the Unit Owner is responsible for all clean-up costs incurred by the Association, including all environmental testing and certifications required by federal, state or local authorities, or which the Board determines are necessary to ascertain that the clean-up is sufficient.

**XII. FLAMMABLE FUELS**

A. Storing, displaying, or repairing any vehicle, tool or equipment, which has a fuel tank that contains flammable or combustible liquid or liquefied petroleum gases as a source of fuel in or near any building, is prohibited.

B. Flammable or combustible liquids or materials, i.e., paint, lighter fluid, tires, gasoline, kerosene, turpentine, lamp oil, etc., may not be stored in Units or on any portion of the Condominium property.

**XIII. WINDOW COVERINGS**

A. Residents are required to provide window treatments for all windows or glass doors that are visible from the Common Elements. The material must be a curtain, drape, shade, or other type of material specifically made to be a window covering. Windows may not be covered with sheets, towels, blankets, newspaper, or cardboard.

B. Window sills may not be used for storage of any items. Flowerpots may be displayed on inside windowsills.

C. All units must present a uniform and neat appearance as viewed from the outside. Therefore, all draperies hung in windows must be lined with white or very light neutral color liners. All vertical or horizontal blinds hung in windows must be white or a very light neutral color.

**XIV. LAUNDRY**

A. The laundry facilities may only be used between the hours of 8:00 a.m. and 10:00 p.m.

B. Laundry left in the machines after the end of the washing or drying cycle may be removed if another Unit Owner, Legal Tenant, guest, or invitee wishes to use the machine. Persons using the laundry machines are responsible for leaving them clean and lint free.

C. Laundry equipment may not be stored, maintained, or operated in any Unit.

D. Money can be added to your laundry card on the first floor laundry room, and cards can be purchased for $6.00 at the Management Office.

**XV. MOVE-IN/MOVE-OUT PROCEDURES**

A person has "moved" when he becomes a resident of Lafayette Park Condominium or moves to another unit within Lafayette Park Condominium. All persons moving must comply with these procedures regardless of the amount or kind of belongings being moved.

A. SCHEDULING THE MOVE

1. All moves must be scheduled in advance with the Association office. Failure to schedule a move with the Association office at least three days before the move may result in a $50.00 assessment.

2. Moves may be scheduled between the hours of 9:00 A.M. and 4:00 P.M., Monday through Saturday. No Sunday or Holiday moves are permitted. The following are considered Holidays:

* New Year's Day
* Martin Luther King, Jr. Day
* President's Birthday
* Memorial Day
* Independence Day
* Labor Day
* Columbus Day
* Veteran's Day
* Thanksgiving Day
* Christmas Eve
* Christmas Day

3. The following items must be provided to the Association prior to the move date:

* A settlement statement (for new Unit Owners)
* A fully executed lease and lease addendum (for tenants)
* A completed Resident Registration Form and Move Form
* A certificate of insurance (homeowner’s or renters)
* A $300.00 move-in fee, of which $50.00 is refundable subject to compliance with the Move-in/Move-out Procedures.

B. MOVING DAY

1. The moving party shall either notify the Association in advance of the scheduled time of the move or contact a representative of the Association at least 20 minutes prior to initiating the move.

2. Moving in or out through the lobbies is prohibited.

3. All moves must be conducted through the side door and building doors shall not be left open while unattended.

4. The moving party shall yield the elevator briefly if requested to do by a resident requiring use of the elevator.

C. AFTER THE MOVE

1. The moving party shall contact the Association upon completion of the move. An inspection for damage will be made and any damage will be noted on the inspection form, which shall be signed by the moving party.

2. Residents moving out will be entitled to a $50.00 refund within 30 days of the move, provided they schedule the move in advance, follow the proper procedure and do not damage any of the Common Elements.

3. The moving party shall be responsible for the cost to repair any damage to the Common Elements resulting from the move.

4. Deliveries

a. Residents may schedule deliveries of furniture and large items during the hours of 8:00 a.m. and 8:00 p.m., Monday through Saturday by completing and returning a furniture delivery form to the office. A $100.00 deposit is required for all bulk deliveries. No deliveries shall be made on Sundays or holidays.

b. All deliveries must be made through the side building entrance. No deliveries shall be made through the lobby entrance.

c. There is no fee associated with scheduling a delivery.

d. Packages will not be accepted in the office. Emergency deliveries will be accepted with a written request from the Resident.

**XVI. USE OF LOCKED BULLETIN BOARDS**

The bulletin boards are for the exclusive use of residents wishing to:

A. Advertise personal services such as house-sitting, and housecleaning.

B. Advertise sales of personally owned property. (Personal property is defined as things temporary or movable).

C. Post "wanted" notices for purchase of personal services and/or property.

D. Notices from residents and nonresident owners listing units for rent or for sale may be posted.

E. Only notices of a general public interest nature may be posted.

All notices on the bulletin boards should be dated, printed on 3" x 5" cards (or paper) and deposited in the Association office lock box. You must submit the number of cards for the number of bulletin boards on which you wish the cards to be posted.

All bulletin boards will be cleared twice each month on or about the 1st and the 15th.

**XVII. CARRYING LOADED WEAPONS**

It is prohibit carrying of a loaded weapon(s) on the common elements by anyone other than the police or other law enforcement officer of Lafayette Park Condominium Property. Residents shall be allowed to transport an unloaded weapon to, from their unit, and in compliance with VA State Laws.

**XVIII. ENFORCEMENT**

These Rules and Regulations shall be enforced in accordance with Lafayette Park Policy Resolution No. 97-1, relating to due process procedures, the Condominium Instruments, the Virginia Condominium Act, and any amendments thereto.

The amount of any charges assessed for violation of the Rules and Regulations or the Bylaws shall be treated as an assessment against the Unit Owner's Condominium Unit and shall be subject to collection in accordance with the Association's established collection procedures.