

RULES AND REGULATIONS OF FAIRFIELD HOUSE CONDOMINIUM

INTRODUCTION/DEFINITIONS

1. Fairfield House Condominium Unit Owners Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.
2. Whenever in these Regulations reference to "Unit Owners," such term shall apply to the owner of any unit, to such owner's family, tenants whether or not in residence, servants, employees, agents, visitors, and to any guests, invitees or licensees of such Unit Owner, his/her family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such a reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.
3. The Unit Owner shall comply with all the Regulations hereinafter set forth governing the building, stairwells, building entrances, patios, balconies, drives, recreational areas, grounds, parking area, the pond, common structures (such as the gazebo and tennis court) and any other appurtenances.
4. The Association reserves the right to alter, amend, modify, repeal, or revoke these Regulations and any consent to approval given hereunder at any time by resolution of the Association of the Board of Directors.

RESTRICTIONS OF USE

5. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Other than any unit designated by the Board of Directors for non-residential use each Unit shall be used as a private residence.
6. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. No portion of the common elements shall be decorated or furnished by a Unit Owner in any manner, with the exception of seasonal decorations on windows and balconies are permitted, provided the decorations are removed within a reasonable time. ***No nails can be put on the unit front doors to hang decorations. Decorations can be added by wreath hanger or magnetic hook to avoid damage to the unit front door. Any damage made to the front door will be the unit owner's responsibility.*** The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are the incident to the user and occupancy of the units. The sidewalks, building entrances, and stairwells shall be used for no purpose other than for normal transit. ***No seasonal decorations/planters or other items of personal property can be left on the ground outside of a unit's front door in the breezeways.***
7. Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the building or contents thereof applicable for the residential value without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance on the building or contents thereof which would be in violation of any public law, ordinance or regulations. No gasoline or other explosive or inflammable material may be kept in any unit or storage area. No waste shall be ***left*** on the common elements.
8. All garbage and trash must be placed in the proper receptacles designed for refuse collection and no garbage or trash shall be placed ***outside of a unit's front door, patio or balcony or*** elsewhere on any common element. Large household items for disposal that will not fit in the sliding door of the

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receptacles should either be taken to the Citizens Recycling and Disposal Area on West Ox Road or the Managing Agent should be notified so arrangement can be made for a special pickup.

9. Baby carriages, **strollers**, tricycles, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property may not be left unattended **outside of a unit's front door or** in common areas of the building, stairwells, building entrances, parking areas, sidewalks, or lawns, or elsewhere on the common elements.

9a. Motorcycles, bicycling, roller skating and roller blading are not permitted in the gazebo or on the tennis court or breezeways. The tennis court is to be used strictly for playing tennis. Animals are not permitted on the tennis court. Children under the age of 12 years are not allowed on the tennis court without adult supervision. Writing or drawing on the sidewalks, breezeways or any other common grounds with chalk or any other material of any type is prohibited.

9b. *Unit owner/tenant's with water delivery service that leave their water bottles outside their unit's front door may only do so on their scheduled delivery service pick up date. After the delivery service has picked up and/or deposited their water bottles, the unit owner/tenant must move the water bottles inside their unit.*

10. The toilets and other waste and sewer apparatus shall be used only for the purposes for which designated, and no sweeping, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Unit Owner causing such damage.

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

11.a Plants are allowed on patios and balconies with the appropriate containers and excess water dishes. **Unit Owners are fully responsible for personal injuries and/or property damage caused by items hung in their patio and balcony area.** Plants are not allowed on railings or balconies unless they are properly secured. **Planters hung on balcony railings must be positioned to face inside the balcony railing for safety reasons. Planters or hangers may not be attached to the building or other common areas. Any non-approved plantings may be removed at the unit owner's expense. For questions about approved plants, contact the Managing Agent of the Association or the Landscape Committee. Enforcement of this is to be complaint driven. Any plantings that are made by the resident that become damaged by the course of routine property maintenance are not the responsibility of the Association.**

11.b Cigarettes, cigars, etc. may not be disposed of or extinguished on any of the Common or Limited Common areas in any manner other than in a proper receptacle. Violations of this rule will be reported to the Fairfax County Fire Marshall. **Pursuant to Resolution No. 2009-3: Policy Banning Smoking within the Common and Limited Common Elements. All residents shall have the right to file written complaints with the Association concerning any alleged violation of this rule.**

11.c In accordance with Resolution No. 00-01, no bird feeders are allowed in any of the **Common and Limited Common areas, which includes patios and balconies.**

12. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the common elements **nothing shall be constructed (i.e., such as**

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concrete slabs at ground level patios), except upon the prior written consent of the Board of Directors.

13. No improper, unlawful, obnoxious activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in any building or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, **stereo**, television, **home theater/game system**, musical instrument, exercise equipment, vacuum cleaners and/or cleaning equipment, or other sound producing device (*i.e., mechanical, plumbing, or electrical*) in their units sufficiently reduced at all times so as not to disturb other Unit Owners. No Unit Owner shall operate or permit to be operated any such sound producing devices in a unit between the hours of ten o'clock p.m. and eight o'clock a.m. if such operation shall disturb or annoy other occupants.
14. No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designed for profit, altruism, exploitation, or otherwise shall be conducted, maintained or permitted on any part of the Condominium. "For Sale," "For Rent," or "For Lease" signs are permitted from Friday evening through Sunday evening only. Signs or advertising of any other type shall not be permitted on any part of the Condominium property, or in any unit, nor shall any unit be used or rented for transient, hotel or motel purposes. Decorative window displays will only be permitted during any holiday period.
15. Draperies, curtains or venetian blinds must be installed or maintained by each Unit Owner on all windows of the unit and must be so maintained thereon at all times so that exterior color will appear white in color. The mullions installed in the windows and conveyed with each Unit are to remain in place. ~~**Mullions that are damaged and can no longer stay in place are exempt from this rule. All newly installed windows must have mullions.**~~
16. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry, patio or balcony of each unit. The prohibition herein includes without limitation laundry, clothing, metal bars, rugs, signs awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any exhaust fan, air conditioning, apparatus, television or radio antenna or other items be installed by the Unit Owner beyond the boundaries of the unit. No clothesline, clothes rack or any other devices be used to hang any items on any window, patio or balcony, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such user by the Board of Directors.
 - 16a. Waterbeds are not permitted in any unit.
17. No unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in a unit or upon the common elements.
18. ***Electric grills can be used on patios or balconies but must be unplugged after use. Charcoal grills can be stored on a patio or balcony but when in use they must be placed 15 feet away from the building per the Fairfax County Fire Code. No propane grills are allowed to be stored or used on the property. A unit owner may receive a letter from the Managing Agent of the Association as to what type of grill they are storing on their patio or balcony to ensure compliance of the restrictions of use.***

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PET RULES

19. Residents may keep one small, orderly, domestic pet in their unit, subject to the regulations in this resolution. The term "small, orderly, domestic pet" includes dogs (40 lbs at full maturity or under), domesticated cats, caged domesticated birds and hamsters. No form of written approval from the Board is necessary to keep one small, orderly, domestic pet. ***One small, orderly domestic pet cannot exceed the weight restrictions set forth by the Board of Directors. A registered pet that is determined to be over the weight restrictions by the Board of Directors will be subject to removal by the owner/tenant.***

19a. All Pets (one dog or one cat, and a bird) **must** be registered with the Association by providing a completed Fairfield House Pet Registration form to the Managing Agent. Pet owners shall provide a picture of their pet to accompany this registration form.

Residents are required to pay an annual fee based on the type of animal kept on the property. A yearly registration fee scale is based as follows: domestic feline \$25.00/year; canine \$100/year. The fee for felines and canines takes into account the use and damage to the property/landscaping by these animals due to pet waste, removal, and Association provided Pet Waste stations. Those residents currently in violation of the Associations Pet Policy by having more then 1 pet, but who are currently grandfathered by the following resolution (reference resolution) are required to pay the additional fee annually to register their additional pet.

Should the additional pet, which constitutes the violation at any point, no longer exist in the residents care (such as death of the pet) the pet may not be replaced.

Pets must be registered within 60 days of notice or residency on the property. Failure to register pets permits the Board to assess additional fees/penalties or request removal of the animal from the premises.

19b. The following pets are not permitted anywhere in the Condominium without written approval from the Board: un-caged reptiles, monkeys, felines other than domesticated cats, canines other than domesticated dogs, large dogs (over 40 lbs.) and other types of mammals, birds, and other creatures not maintained in a terrarium or aquarium. In all instances, any such applications for approval shall be disfavored, absent compelling cause shown by the applicant that the pet can be maintained quietly, safely, and neatly within the unit.

19c. ***A grandfather period was offered by the Board upon enactment of Policy Resolution 2011-02. An additional grandfather period was offered in conjunction with the Amendment to Pet Policy Resolution 2011-02. All owners who currently have pets and properly registered them within the 60-day period provided for in the amendment received a grandfather exemption. Failure to completely comply will result in your pet(s) not being protected by the grandfather exemption. Upon the expiration of the 60-day period no further grandfathering of large dogs or additional pets, oversized dogs or multiple cats shall occur.***

19d. Pet owners must comply with all required registrations and inoculations enforced by the County of Fairfax in order to keep a pet within the Condominium, and the pet owner must ensure

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that his pet displays appropriate tags evidencing ownership and compliance with all required registrations and inoculations.

20. Pet owners are responsible for the actions and behavior of their pet, while the pet is under their direct supervision or not. This is especially true while the owner is away from their unit and the animal remains in the unit or the owner has delegated control to another responsible party.

20a. Unit owners/occupants are responsible for the pets of their visitors. Visiting pets must abide by all established rules and regulations of the community.

20b. Pet owners shall not leave a pet unattended in a vehicle anywhere on the Association's parking facilities.

20c. Pet owners are fully responsible for ensuring that their pets are orderly at all times, particularly in the evenings and a time when the pet owner is not present. Pet owners are required to ensure that their pet does not violate any resident's right to the quiet enjoyment of a resident's unit.

21. The designated grounds for walking pets on the Condominium property is the outer perimeter of the property around the parking lot. The outer perimeter is defined as the borders of Fairfield house property and not the interior property at the base of the buildings. An adult must accompany the pet at all times.

21a. Pet owners are responsible for the immediate removal and proper disposal of any fecal or waste matter or waste left by their pets.

21b. Pet owners are prohibited from disposing in the Associations storm drain system or pond any fecal matter or waste left by their pets.

21c. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. This includes, but is not limited to, damage to grass, shrubs, flowers and building paint, or any other common element caused by animal waste, marking, scratching, biting or any other action.

22. Pet owners are not permitted to let their pets loose upon the common elements. Pet owners must carry their pet or keep them on a leash. At all times, the pet must be under control of its owner or the pet's responsible delegate.

22a. To be considered "on a leash" the pet owner must attach one end of the leash to a suitable collar that is firmly attached to the pet and the remaining end of the leash shall be held firmly by the owner or his responsible delegate.

22b. Pet owners may not leash a pet to any stationary object on the common elements or leave any pet unattended on a balcony or patio.

23. Pet owners are responsible for ensuring that their pets do not cause injury to or obstruction of movement on the part of anyone within the Condominium.

23a. Pet owners are responsible for ensuring that their pet does not act in a manner that intimidates any other person within the condominium. This includes, but is not limited to: charging toward, aggressively barking/snarling at, jumping on or biting person or property.

24. Pet owners may not engage in any breeding of pets anywhere within the Condominium.

24a. Any owner of a female dog in heat must keep the pet confined in the owner's unit in such a manner that she will neither be in contact with another dog nor create a nuisance by attracting other animals.

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PARKING AND STORAGE

25. No personal property may be stored on the common elements. All personal property placed in any portion of the building or any place appurtenant thereto shall be at the sole risk of the Unit Owner and the Association shall in no event be liable for the loss destruction, theft or damage to such property.
26. Should an employee of the Association at the request of a Unit Owner move, handle or store any articles or handle, move, park or drive any automobile placed in the parking area, then in every such case, such employee shall be deemed the agent of the Unit Owner. The Association shall not liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
27. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles or motorcycles. No buses, commercial trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in the driveways. Violations will result in the posting of notice on vehicles, directing removal of the vehicle or correction of the violation within forty-eight (48) hours. All action shall be coordinated with the Fairfax Police Department in accordance with applicable requirements of the Code of Virginia, as amended.
- 27a. All vehicles must have current license plates, current state and local stickers, and be in operating condition. Vehicles that do not have current license plates or local stickers will be given a forty-eight (48) hour warning before being towed. No vehicles shall be parked on the Condominium property with conspicuous "For Sale" signs attached. Vehicle repairs, other than ordinary light maintenance, shall not be permitted on the Condominium property.
- 27b. While not mandatory, residents are encouraged to voluntarily register their vehicles parked on the Condominium property with the Association. Those residents who voluntarily register their vehicles will be given advanced notice by the Association of any issues with rules violated by their vehicles or before towing authorized by the Association. This would not include advanced notice of towing in the event that such vehicle has been parked in another unit's reserved parking space as the Association is not involved in such actions.***
- 27c. Residents must get advanced approval from the Managing Agent of the Association to park moving trucks, such as a U-Haul or other Storage Container overnight on the property. These vehicles may not block sidewalks or drive paths and must be used in accordance with all other rules and regulations of the condominium property and must be parked in the residents reserved parking space.***
- 27.d Covered vehicles may only be parked in a residents reserved parking space. Covered vehicles parked in a non-reserved parking space will be given a ten (10) day warning before being towed from the condominium property.***
28. All Unit Owners shall observe and abide by all the parking and traffic regulations posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed at the Unit Owner's sole risk and expense. All reserved parking spaces are permanent and may not be changed. Towing is in effect and is without prior notice to the Violator.
29. Parking so as to block sidewalks, curbing, driveways, ***Trash Receptacle/Recycle Bins*** or any areas marked with yellow or other signage, shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of such Unit Owner's family, tenants, guests, invitees, or licensees is illegally parked or abandoned on the Condominium property, the Association shall be held harmless by such Unit Owner for any and all damage or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws or ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability

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which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

29a. No vehicle may be parked or stored in the same unreserved space for more than fourteen (14) consecutive calendar days. Any vehicle parked or stored in the same unreserved space for more than fourteen (14) consecutive calendar days will be given a forty-eight (48) hour warning before being towed. ***If a vehicle is reported by the Managing Agent of the Association from being consistently moved to a different unreserved parking space every fourteen (14) consecutive calendar days that vehicle will be deemed a stored vehicle. Once the Board of Directors has deemed that vehicle to be a stored vehicle, the owner of the vehicle will receive a violation letter to remove the vehicle from the Condominium property. The violation record will be kept on file with the Association.***

29b. Owners of vehicles will be held financially liable for all costs of repair for damages caused to the Condominium property due to negligence, repair operations on the vehicle or storage of any combustible, dangerous or otherwise hazardous material on common areas (regardless of the type of container).

29c. No vehicle may exceed eighteen (18) feet in length or eight (8) feet in width irrespective of whether or not the vehicle otherwise complies with the provisions of the Rules and Regulations. No vehicle may exceed 2 ½ tons empty.

29d. Any vehicle not in compliance with the Rules and Regulations may be removed by the Association at the sole risk and expense of the Vehicle's owner provided proper notice is given.

29e. Any vehicle that is obstructing a fire lane or creating an emergency situation will be towed without regard to any other provisions of these Rules and Regulations and at the owner's sole risk and exposure.

29f. During inclement weather, residents are responsible for clearing their reserved parking space. Snow is not to be deposited into other parking spaces nor block fire hydrants, mailboxes, or the trash receptacles and recycle bins. Residents who fail to clear their reserved parking space's marking (reserved and parking space number) forfeit their right to tow other vehicles that park in their reserved parking space.

ENTRY INTO UNITS

30. The agents of the Board of Directors of the Managing Agent, and any contractor or workman authorized by the Board of Directors of the Managing Agent, may enter any room or unit in the building with the written permission of the Unit Owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation, making inspections, correcting any condition originating in a unit and threatening another unit or the common elements, performing installations, alterations or repairs to the mechanical or electrical services or the common elements in a unit or elsewhere in the Condominium property, or to inspect unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

31. Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefore and the Unit Owner, not the Association,

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shall be liable for injury, loss or damage of an nature whatsoever directly or indirectly resulting there from or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted.

RECREATIONAL AND COMMON FACILITIES

32. All persons using any of the recreational or common facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such user of any of the recreational or common facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of the recreational or common facilities, except where such loss, injury or damage can be clearly proved to have results from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care of maintenance of such facilities.
33. Any damage to the building, recreational facilities, or other common elements or equipment caused by a Unit Owner, a Unit Owner's pets, and/or a Unit Owner's tenants, guests, or licensees shall be repaired at the expense of the Unit Owner.

SUSPENSION OF RIGHTS TO USE RECREATIONAL FACILITIES

34. In addition to all other rights which the Board of Directors had for nonpayment of assessment, the Board of Directors of the Association shall have the right to bar the use by a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium. Delinquent payments may result in loss of reserved parking privileges. The parking space would become unreserved until either all delinquencies and penalties are paid or until the Unit is owned by another individual.

34.a Once the assessments and fees are no longer in arrears, the Board cannot guarantee that the same assigned parking space as previously granted to the unit will be reassigned.

34.b Pursuant to Resolution No. 2009-2, Suspension of Water Service for Nonpayment of Assessments may be enforced.

35. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Managing Agent's office by check, money order or automatic withdrawal, payable to the Condominium. Cash will not be accepted.
36. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners must be made in writing to the Managing Agent and/or the Board of Directors. If a Unit Owner or tenant is aware of anyone not abiding by the Bylaws or Regulations, please inform the Managing Agent, a member of the Board of Directors, and/or a member of the ***Covenants Committee*** in writing. No Unit Owner shall direct, supervise or in any manner attempt to assert control or request favors of any employee of the Managing Agent or the Association.

CONSIDERATION IN USE OF UNITS

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

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38. All radios, *stereo's* televisions, *home theater/gaming systems* or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

38a. Unit Owners and residents wishing to install satellite dishes are required to complete and submit an Architectural Change Request through the Managing Agent prior to installation. Satellite dishes (i) may not exceed twenty-four (24) inches in diameter; (ii) are limited to one dish per service provider per unit; (iii) may not extend beyond the realm of the Unit Owner's limited common elements; (iv) may be affixed to the balcony railing, wood trim around the balcony, or on ground floor units, the interior of the fence; (v) under no circumstances may a dish be mounted to any walls, siding or roof lines, except as noted in number (iii) above; (vi) must be installed securely and any assembly must withstand up to one hundred (100) miles per hour wind. Unit Owners will be held fully responsible for any damage to persons or property if the dish falls from the mounted position. The Association will remove if there is a need for maintenance of the installation area, and the Association requires that Unit Owners make any repairs to the installation area if the Unit Owner should move or discontinue use of the satellite dish. ***A unit owner/tenant may not have more than one Satellite dish per service provider. If an additional Satellite Dish is needed for technical reasons, the unit owner/tenant must get approval in writing by the Board of Directors. The Association may remove the Satellite dish as necessary with proper notice if there's a need for maintenance of the installed area and is not responsible for reinstallation of the Satellite dish. The unit owner shall be responsible for all costs incurred by the Association for removal and installation of the Satellite dish.***

39. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions. Toilet tank additives should not be used as they are a detriment to the fittings and cause deterioration of the plastic flush mechanism.

GENERAL

40. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements without the prior written consent of the ~~Gardening~~ ***Landscape*** Committee and/or the Board of Directors as specified by the ~~Gardening~~ ***Landscape*** Committee. No fences may be erected around or on the common elements.

41. Solicitors are not permitted on the Condominium property. If any Unit Owner or tenant is contact by a solicitor on the property, please notify the Fairfax County Police.

42. Wall-to-wall carpeting and padding shall be maintained on all floor surfaces (except kitchens, mechanical room, foyers, and bathroom) in units located over other units to adequately reduce transmission of sound between units.

43. No storm door or screen door may be installed on the exterior of any unit door without written permission of the Board of Directors.

44. Firewood is not to be stored or used on the Condominium property.

45. The washing of vehicles is only permitted in the designated area between Building Numbers 12225 and 12229.

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SAFETY

46. In accordance with Fairfax County laws, helmets are required for anyone riding a bicycle on the Condominium property.
47. Fishing, swimming, or throwing items in the pond is not permitted.
48. Bicycling and/or rolling blading is not permitted around the pond, on the tennis courts or the breezeways and balconies.
49. Rock throwing or throwing trash or debris of any kind into the pond is not permitted.
50. Sliding, skating or walking on the pond (when frozen) is prohibited.
- 51. Charcoal grills must be placed 15 feet away from the building per the Fairfax County Fire Code. No propane grills are allowed to be stored or used on the property. There are two charcoal grills available on either side of the tennis court for use. After use, extinguish hot charcoal grills with water.**

LEASES

52. All leases must be for a minimum period of six (6) months. Any sale or lease of any Unit must conform fully with the applicable Fairfax County or State of Virginia laws and ordinances.
53. All leases shall provide that the right of the lessee to use and occupy the Unit shall be subject to and subordinated in all respects to the provisions of the Association's Condominium Instruments, Bylaws, and Rules and Regulations.
54. A Unit Owner who leases his Unit shall, at least ten (10) days prior to occupancy of the Unit, forward an executed copy of the lease to the Association's Managing Agent. The Association's Managing Agent must be notified of any continuation, extension, renewal or termination of the lease at least fifteen (15) days prior thereto. All absentee Unit Owners are required to promptly notify the Association's Managing Agent of their mailing address and telephone number.
55. Any Unit Owner leasing their Unit shall provide a copy of the Association's Condominium Instruments, Rules and Regulations and Resolutions to their tenant.
56. The Board of Directors reserves the right to cause an absentee Unit Owner to evict any tenant who is found to be in violation of the Association's Condominium Instruments, Rules and Regulations, and/or Resolutions.

MOVING

57. Unit Owners and tenants are permitted to move in or out of the Condominium property between the hours of 9:00 a.m. and 8:00 p.m.
58. All refuse (boxes, packing materials, etc.) must be properly disposed of in the dumpster. Boxes should be broken down, and Styrofoam packing materials should be placed in a sealed plastic bag. Arrangements shall be made by the Unit Owner(s) and tenant(s) for the collection of bulk sized items.

HVAC INSTALLATION POLICY

59. Any unit owner who wishes to install a new condensing unit on the roof of any building within the condominium must submit a written application with required accompanying contractor documents to the Board for review prior to installation.
 - a. Condensing units that are 24"x24" or smaller in dimension and weigh 165 pounds or less are automatically pre-approved by the Board, subject to a written notice from the unit owner with

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required accompanying contractor documents being submitted within 15 days of the installation. The Board reserves the power to conduct a post-installation inspection in order to confirm the details of the installation.

- b. Condensing units that exceed 24"x24" in dimension and/or 165 pounds in weight must submit a written application with required accompanying contractor documents to the Board in advance and receive approval in writing prior to installation. The owner must include a justification for the proposed exemption and a signed copy of a contract with a licensed and insured contractor with the application.
60. An annual roof inspection will be performed by an engineer in order to ensure there are no safety hazards or violations of this policy have occurred.
- a. Any failure to completely comply with this policy gives the Board of Directors the right to exercise its power to remove the non-conforming HVAC condensing unit and assess the unit owner with all of the costs, including, but not limited to, a \$100.00 administrative fee, as well as any legal, locksmith, or other profession/contractor fees incurred by the Association. In addition, the Board of Directors may initiate any other enforcement action against the unit owner, including but not limited to, the imposition of monetary charges as a sanction for a violation of this rule.