

**MONTEBELLO
CONDOMINIUM UNIT
OWNERS ASSOCIATION

RULES & REGULATIONS

EFFECTIVE
November 10, 2015**

POLICY RESOLUTION No. 6 Amended

**RULES & REGULATIONS
OF THE MONTEBELLO CONDOMINIUM UNIT OWNERS ASSOCIATION
EFFECTIVE November 10, 2015**

INDEX

<u>ITEM</u>	<u>PAGE</u>
Section 1: AUTHORITY	4
Section 2: ASSOCIATION GENERAL	4
1. Fees-----	4
2. Employee Prohibition-----	4
3. Complaints-----	5
4. Leasing-----	5
5. Attire-----	5
6. Fire Code-----	5
7. Use of Soaps and Detergents-----	5
8. Doors-----	5
9. Temperature-----	5
10. Littering-----	5
11. Action Request Form/Comment Report-----	6
Section 3: RESTRICTIONS	6
1. Residential Uses Only-----	6
2. Common Elements-----	6
3. Insurance Requirements-----	6
4. Recycling-----	6
5. Recreational and Storage Areas-----	6
6. Plumbing-----	7
7. Cleanliness-----	7
8. Structural integrity-----	7
9. Activities-----	7
10. Professional Uses-----	7
11. Window Treatments-----	8
12. Decorations, Signs and Items on Doors-----	8
13. Clothes Lines-----	9
14. Unlawful Use-----	9
15. Cooking on Balconies-----	9
16 Landscaping-----	9
17. Solicitation-----	9
18. Appliances-----	10
19. Painting, Wallpapering, Decorating-----	10
20. Unit Entry Doors, Doorbells, Knockers, Handles, and Locks-----	10
21. Terraces, Patio and Balcony Areas-----	10
22. Awnings-----	12
23. Exterior Antennas-----	12
24. Unit Floors-----	12
Section 4: PET RULES	12
1. Restrictions-----	12
2. Registration-----	13
3. Association Fee-----	13
4. Additional Pets-----	13
5. Nuisance-----	13

6. Owner Responsibility -----	14
7. Restricted Areas-----	14
8. Enforcement -----	15
Section 5: UNIT ACCESS & IN-UNIT SERVICES	15
1. General-----	15
2. Unit Access-----	15
Section 6: MOVING/MAJOR DELIVERIES/ESTATE SALES	17
1. Service Elevator Usage-----	17
2. Move In/Out -----	17
3. Deliveries Requiring Service Elevator Key -----	18
4. Elevator Key Fee/ Deposit Schedule -----	18
5. Refund Of Deposit-----	18
6. Forfeiture Of Deposit -----	19
7. General Rules- Applicable To All Move-In, Move-Out, Deliveries, and Estate Sales Requiring Elevator Key -----	19
8. Other Categories-----	20
Section 7: VEHICLES AND PARKING	20
1. General-----	20
2. Registration-----	21
3. Guest Passes-----	22
4. Parking-----	23
5. Vehicle Alarms-----	25
6. Vehicle Operation-----	26
7. Enforcement-----	26
Section 8: RECREATIONAL FACILITIES	29
1. General-----	29
2. Sanctions-----	30
3. Community Center-----	30
4. Swimming Pool-----	34
5. Party Rooms-----	36
6. Hobby Rooms-----	37
Section 9: ARCHITECTURAL DESIGN REVIEW PROCEDURE	38
1. General-----	38
2. Design Guidelines-----	38
3. Request For Review Procedures-----	42
4. Procedures For Monitoring Architectural Compliance-----	44
Section 10: DUE PROCESS PROCEDURES	44
1. Violations Of The Condominium Act, Condominium Instruments, Book Of Resolutions-----	44
2. Interpretive Rulings-----	48
3. Appeals-----	49
4. Special Resolutions-----	50
5. Resident-----	50
6. Construction-----	51
Section 11: PRODUCTION OF BOOKS AND RECORDS	54
1. General-----	54
2. Place And Time-----	54
3. Charges For The Actual Costs And Waivers-----	54

**RULES AND REGULATIONS OF
THE MONTEBELLO CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 6 - AMENDED**

SECTION 1. AUTHORITY

1. Montebello 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. Wherever in these Regulations reference is made to "UNIT OWNERS" such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his or her family or tenant of such Unit Owners. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.
3. The UNIT OWNERS listed in paragraph 2 above shall comply with all the Regulations hereinafter set forth governing the buildings, public halls, balconies, lobbies, drives, recreational areas, grounds, parking areas and any other appurtenances.
4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.
5. Proposed amendments to Rules and Regulations shall be adopted by approval of a General Resolution which shall be read and acted upon in any regular or special meeting of the Board. To be adopted, a General Resolution shall have the approval of the Board.
6. General Resolutions adopted by the Board shall be retained for the record in Part IV of the Book of Resolutions and shall be attached to the Minutes of the meeting at which they were adopted.

SECTION 2. ASSOCIATION GENERAL

1. **Fees.** All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payments are encouraged by Automatic Electronic Funds Transfer from bank accounts or can be sent by mail with check or money order made payable to Montebello Condominium Unit Owners Association (MCUOA) at the address on the payment coupons provided by our Managing Agent. Cash shall not be accepted. Association mail slots located in the lobby of each building shall not be used to make monthly payments.
2. **Employee Prohibition.** Montebello employees are prohibited from performing any outside work whether during regular working hours or after working hours for Montebello residents. UNIT OWNERS shall not request such work of Montebello employees. If, notwithstanding this rule, an employee at the request of a UNIT OWNER moves or handles any articles, or moves, parks or directs any vehicle, such employee shall be deemed an agent of the owner. The Association shall not be liable for any loss, damage or expense that may

be suffered or sustained in connection therewith.

3. **Complaints.** Complaints regarding the management of the Condominium or regarding actions of other UNIT OWNERS shall be made in writing to the Management or the Board of Directors. No UNIT OWNER shall direct, supervise or in any manner attempt to assert control over or request a favor of any employee of the Managing Agent or the Unit Owners Association. Complaint forms are available in the Association Office and on the Montebello website.
4. **Leasing.** Property Owners who lease their units may use either the Northern Virginia Board of Realtors (NVBR) standard lease, normally used when a realtor is involved, or may provide their own lease. In either event, a Montebello addendum is required to be affixed as an operative addendum to the lease. The addendum is available in the Association office and on the Montebello website.
 - a. When a unit owner leases his/her unit and no longer resides at Montebello, the unit owner thereby conveys all rights for facility use to the lessee, including but not limited to: parking, recreational facilities, storage areas, and amenities such as the bowling alley, swimming pools, market, café and hair salon. Garage spaces may be leased independently to other residents. This does not prohibit non-resident owners from parking for the purpose of performing property-management tasks associated with the renting of their units or for attending MCUOA meetings to participate in community governance. Management will maintain a system so that non-resident owners may obtain single entry or multi-entry visitor parking passes whenever they need to be on the property for the purpose of performing property-management tasks or participating in community governance.
 - b. Furthermore non-resident owners are entitled to be guests of residents under the same rules as other guests.
5. **Attire.** All persons shall be properly attired when appearing in any of the following portions of the Property: public halls, lobbies, community buildings and any other public spaces of the Condominium.
6. **Fire Code.** All radio, television 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.
7. **Use of Soaps and Detergents.** 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.
8. **Doors.** Unit doors opening into the public halls and building entry doors shall be kept closed and secured at all times except when in use.
9. **Temperature.** Units must be maintained at a temperature between 55 degrees F. and 80 degrees F. at all times including vacant units.
10. **Littering.** Littering is a nuisance. Receptacles have been conveniently located throughout the parking garages and outdoor parking areas. UNIT OWNERS are requested to help

keep Montebello clean and attractive by using those receptacles.

- 11. Action Request Form/Comment Report.** This form is available at the Association Office and on the Montebello Website for written requests.

SECTION 3. RESTRICTIONS

- 1. Residential Uses Only.** No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Each Unit shall be used as a residence for a single family, its servants and guests, except for the commercial areas which shall be used for such commercial and office purposes as are permitted by law.
- 2. Common Elements.** 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. See also Section 7, Vehicles and Parking.
- 3. Insurance Requirements.** Nothing shall be done or kept in any of the Common Elements that will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No UNIT OWNER shall permit anything to be done or kept in his or her Unit or on the Common Elements that will result in the cancellation of insurance on the building or contents thereof or that would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit or storage area. No waste shall be deposited on the Common Elements.
- 4. Recycling.**
 - a.** For purposes of recycling (required by Fairfax County law), used newspapers shall be deposited on the shelves of each corridor trash room. Other recyclables shall be deposited in the recycling containers on the B-3 garage levels of each building. All containers deposited for recycling shall first be emptied and rinsed. (Unit Owners must comply with the more detailed recycling instructions issued by the County that are posted in the trash rooms.) Office staff, the market, the café, and hair salon shall comply with Fairfax County law.
 - b.** All other garbage must be thrown down the trash chutes, except for lighted materials (e.g., cigarettes, matches) and items that are too bulky; these must be placed in the trash rooms. No garbage or trash shall be placed on the floor or elsewhere on any Common Element. No garbage cans, containers or bags of any kind shall be placed in public halls or on the staircase landings. Kitty litter shall be double bagged and tied.
- 5. Recreational and Storage Areas.** Except in the recreational or storage areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere on the Common Elements. All items must be placed inside the padlocked storage areas. It is absolutely prohibited to store gasoline, solvents, charcoal lighter or similar liquids in the storage area. Management will remove

items left on the Common Elements, retain them for 7 days and then dispose of them.

- 6. Plumbing.** The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus, if caused by a UNIT OWNER, shall be borne by such UNIT OWNER.
- 7. Cleanliness.** Each UNIT OWNER shall keep his 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 or balconies thereof, any dirt or other substances. This includes shaking rugs, dust cloths, mops, etc., over balcony railings.
- 8. Structural Integrity.** 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, except upon the prior written consent of the Board of Directors.
- 9. Activities.**
 - a.** No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to the other occupants. No UNIT OWNER shall make or permit any disturbing noises in the building or in any other part of the condominium complex or do or permit anything that will interfere with the rights, comforts or convenience of other occupants. Except for emergency repairs, no major noise-producing work, especially construction/repair work, shall be carried out inside any Unit before 8:00 a.m. or after 6:00 p.m. from Monday through Friday and before 10:00 a.m. and after 6:00 p.m. on Saturdays and Sundays. Except during construction/repair work, all Unit occupants shall keep the volume of any sound producing device in their Units sufficiently reduced at all times so as not to disturb other Unit occupants. Portable sound producing devices may be used only with earphones in any part of the condominium complex other than in individual units. The volume level of sound systems in motor vehicles shall not be audible to non-occupants while on the Montebello premises. Residents shall disable alarms on clocks and other devices when out of town.
 - b.** Smoking is prohibited:
 - 1) In the hallways, lobbies, stairwells and garages of all residential buildings at Montebello;
 - 2) In the Community Center, except on the deck of the Montebello Cafe, the loading dock, and the outdoor pool. The Board may designate non-smoking areas at the outdoor pool.
 - 3) In party rooms during committee and any other official meetings.
 - 4) On the tennis courts.
 - 5) Within 25 feet of every residential tower and the community center except for the exceptions in (2) above. This does not prohibit smoking on balconies, terraces, or patios which are limited common elements.

10. Professional Uses.

- a. With the exceptions noted below, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium (except for the commercial areas) without prior written consent of the Board of Directors and only in compliance with all applicable laws and regulations.
- b. However, prior written consent by the Board of Directors shall not be required for work at home by telecommuters, writers, editors, artists and others whose work-related communication with the outside is solely by mail, telephone, personal computer, or other electronic means.
- c. No unit shall be used or rented for transient hotel or motel purposes or in any event for an initial period of less than 6 months.
- d. The only advertising of any kind permitted at Montebello shall be in the designated bulletin boards controlled by the Association Office and on the Montebello website as approved by the Board. All sites will note that these do not represent Montebello endorsed advertisements.
- e. Advertising instructions for real estate and estate sale open houses will be available in the Association Office and on the website.

11. Window Treatments. Curtains, draperies or blinds may be installed on windows and balcony enclosures so long as they are in compliance with the guidelines in this document and issued by the Board of Directors.

12. Decorations, Signs, and Items on Doors. The exterior of a unit, including doors, windows and masonry of a unit and balconies, patios, or terraces, are Common Elements or Limited Common Elements and not the owner's property and are therefore subject to Association rules.

- a. No UNIT OWNER shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit (except for door decorations per d. below and approved door signs per e. below) or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such unit.
- b. UNIT OWNERS may hang plants, lights, pictures and similar items on an enclosed balcony but not on patios, terraces and unenclosed balconies, in accordance with guidelines established by the Board of Directors.
- c. No item shall extend beyond the vertical plane defined by the inner edge of the balcony rail or by the inner edge of the curved brick wall or fence on level 1 units that define the outer edge of balcony, terrace or patio.
- d. Door decorations are permitted so long as they meet the following criteria:
 - 1) The decorations do not risk damaging the carpet or door paint by shedding, dripping, or other means, for example fruit, live plants, old pine wreaths may shed or drip sticky fluids. The decorations shall be attached in a non-permanent manner and in such a way as to avoid damaging the finish on the door (such as over door hanger, magnet or double-stick tape).

- 2) The decorations shall be only on the door and shall not protrude into the corridor in excess of 7 inches and shall not extend beyond the door sides, top or bottom;
 - 3) The decorations shall not make any sound or have lights;
- e. **Door Signs.** Only door signs for required Medical, Legal, Security, and Safety notices are permitted. Required medical notices (such as oxygen in use or contagion), legal notices, security notices, and notices to the Fire Department about pets or individuals needing special assistance are permitted if attached in 4 x 6 inch or smaller magnetic sleeves or other attachments that are not permanent and do not mar the door finish.
- 13. Clothes line, clothes rack or any other device** shall not be used to hang any items on any balcony or window nor shall such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Board of Directors. Balconies shall not be used as storage areas. No balcony shall be enclosed or covered by a UNIT OWNER without the approval of the Board of Directors. Floor mats or other items shall not be placed outside the unit in the hallway.
- 14. Unlawful Use.** No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.
- 15. Cooking on Balconies.** The use of any type of cooking appliance on the balconies, including charcoal burners, electric/lava rock grills or gas grills of any kind is strictly prohibited. Out-door charcoal grills are available in the picnic areas.
- 16. Landscaping.** 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 Board of Directors. No fences may be erected around or on the Common Elements except by the Association.
- 17. Solicitation.**
- a. Solicitors are not permitted in the buildings. If any UNIT OWNER is contacted by a solicitor on the Property, Management must be notified immediately. Door to door solicitation of any type is prohibited. For example: Door to door canvassing for charities, however worthy, is prohibited. Door to door sale of Girl Scout cookies and Little League fundraising items is prohibited. Halloween candy "Trick or Treat" solicitation is allowed as structured by the Activities Committee and agreed to by the Board of Directors.
 - b. Placing items under doors or at doors is permitted for the following:
 - 1) Official documents from the Montebello Association and its committees;
 - 2) Delivery of newspapers requested/subscribed to by residents;
 - 3) Package delivery messages from United Parcel, Federal Express, etc.;
 - 4) Notes of a strictly personal nature specifically addressed to a particular resident of the Unit. Such authorization to be by mutual agreement between sender and recipient.
 - c. Door to door distribution of privately prepared flyers is permitted only if the flyers:
 - 1) Clearly show the name and unit number of the originating resident(s);

- 2) Are not delivered to doors of residents who have submitted signed statements to the Association requesting that such material NOT be left at or under their doors (A list of prohibited door addresses is available at the Association Office);
 - 3) The flyers are not advertisements of a product or service.
- d. No door to door distribution or document delivery other than those allowed above is permitted. Except in cases where physical obstruction makes this impossible, documents distributed in accordance with the above rules must be pushed completely under apartment doors so that they will not be visible from the hallways.

18. Appliances. The installation of additional major appliances in any Unit is prohibited. Such prohibited appliances include, but are not limited to, additional washing machines, dryers and dishwashers.

19. Painting, Wallpapering, Decorating

- a. Painting, wallpapering, and decorating (which does not involve any structural change) within a Unit's boundaries as defined in Article 2, Section 2.2 of the Declaration, do not require Covenants Committee approval. Such painting, wallpapering and decorating are not covered by the Association's insurance coverage and should therefore be insured by the Unit Owner.
- b. Painting, wallpapering and decorating of the Common Element by a Unit Owner is not permitted, and any applications will be denied. However, balcony ceilings may be repainted white.

20. Unit Entry Doors, Doorbells, Knockers, Handles, and Locks

- a. With the exception of locks, changes or additions to the Unit entry doors as originally delivered are not permitted and any applications for such will be denied.
- b. Occupants must apply to the Covenants Committee to add or change locks on the door. Locks generally will be approved so long as they are in keeping with the scale of the door and match the color of the other hardware on the door and the applicant provides a copy of the key to the Association for emergency access to the Unit.
- c. Repainting the interior Unit side of entry doors is permitted without Covenants Committee approval. Repainting of the corridor side of entry doors by owners or occupants is prohibited.

21. Terrace, Patio and Balcony Areas

- a. The following items and activities are prohibited on a patio, terrace or balcony areas:
 - 1) Bird Feeders or Statuaries;
 - 2) Clothing for Airing or Drying;
 - 3) Items or furnishings which may be pushed or blown off the balcony;
 - 4) Tires;
 - 5) Screens, Shutters, Enclosures or Shade Umbrellas;
 - 6) Charcoal cookers, braziers, hibachis, or grills, or any gasoline or other flammable liquid or liquefied petroleum gas fired or electric stove or grill or

similar device;

- 7) Major Appliances or other mechanical devices or equipment;
- 8) Painting of the terrace, patio, balcony, railing or any other part thereof;
- 9) Storage Containers;
- 10) Any items on top of the patio walls.

b. The following items may be placed on enclosed balcony areas without approval from the Covenants Committee:

- 1) Indoor/outdoor carpeting or floor covering of a non-permanent type, provided that nothing may extend beyond the edge of the balcony;
- 2) Floor planters or flower boxes not exceeding fifty (50) pounds each and an aggregate of not more than three hundred (300) pounds with a height not to exceed the balcony railing or brick patio wall on level 1 units. Planters not exceeding thirty (30) pounds may be fastened to the walls as provided in paragraph B.2.e herein, provided that the top of the plant container does not extend above the railing. Pole planters are permitted provided that the pots are not more than thirty-six (36) inches from the sliding glass door.
- 3) Small appliances such as radios and televisions, provided the noise levels are controlled to prevent disturbing the other residents and ground fault lines are used in accordance with the Fairfax County Code
- 4) Blinds or drapes of a neutral color.
- 5) United States flags may be displayed in accordance with US code but in no instance may extend beyond the edge of the balcony or terrace. Additional information (US CODE) outlining expected respect for the flag may be obtained from the MCUOA Office.
- 6) A reasonable number of fixtures and decorations may be fastened to the walls above the railing level on those portions of the brick wall between the sliding doors and nearest edges of building next to the balcony or railing. Holes may not be drilled into the brick, but may be drilled into the mortar between. Nothing may be attached to either the inside or the outside of the railing.

c. The following items may be placed on patio, terrace or balcony areas only upon prior written approval of the Covenants Committee:

- 1) Permanent types of floor covering; provided that the plans for attaching the floor covering must be submitted to the Covenants Committee for approval prior to installation; however, if covering could result in damage or increased wear to balcony, approval will be denied;
- 2) Hangers, fans or any other items installed in the slab above.
- 3) Rotary fan installation requires advance approval by an application providing the following information:
 - a) name of unit owner;

- b) unit number;
- c) type of fan;
- d) approved by (underwriters laboratory, or other);
- e) installation weight; and
- f) proposed location.

22. Awnings. Awnings are prohibited.

23. Exterior Antennas. Exterior antennas are prohibited except for such as may be installed by or on behalf of the Association. Satellite dishes are permitted as long as they are completely within the balcony and do not extend above the balcony rail or brick wall on patios.

24. Unit Floors. Sufficient carpeting or rugs shall be maintained on the floor surfaces (except kitchens, closets and bathrooms) in units located over other units to adequately reduce transmission of sound between units to prevent disturbing other residents. Hardwood or laminate flooring may be installed within a unit without prior approval as long as heavy duty padding is installed below it and sufficient carpeting or rugs shall be maintained per above.

SECTION 4. PET RULES

1. RESTRICTIONS

- a. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g. dogs, cats) not to exceed one per unit without the approval of the Board of Directors, and caged birds, is permitted, subject to compliance with the Bylaws, the Rules and Regulations and Policy Resolutions adopted by the Board of Directors and Fairfax County codes and ordinances.
- b. Pets must be leashed and physically restrained at all times that they are outside of the unit.
- c. Keeping or maintaining of pets for commercial purposes or for breeding is prohibited.
- d. No pit bulls shall be kept in any unit or upon the Common Elements of the Condominium or brought on to the property at any time. For this purpose, the term "pit bull" is defined as any dog which is entirely or part American Pit Bull Terrier or American Staffordshire Terrier or any combination thereof, including any related breeds.
- e. All residents of the Condominium who keep dogs of any kind are required to provide for the Association a fully executed Certificate of Vaccination and Identification of Breed in the form approved for use by the Board of Directors. Such Certificate of Vaccination and Identification of Breed, duly executed by a veterinarian, shall be used to determine whether a dog is or is not of the pit bull breed.

2. REGISTRATION.

All pets shall be registered with the Association Office and shall otherwise be registered, licensed and inoculated as required by law. Pet Registration Forms are available at the Association Office and on the Montebello Website. All pets registered at Montebello are required to wear a Montebello pet tag whenever they are outside of the unit. A Montebello registration fee will be implemented for pets registered after January 1, 2005. Fairfax County requires that all dogs and cats be vaccinated against rabies by age four months and that all dogs four months or older must be licensed and that all dogs wear a collar bearing a current Fairfax County license tag. Each resident must provide written documentation of pet registration and inoculation(s) according to the Fairfax County Code and the Montebello Bylaws.

3. ASSOCIATION FEE.

The Board of Directors may establish reasonable fees from time to time for registration of pets, not to exceed the additional costs incurred by the Unit Residents Association resulting from the registration of such pets.

4. ADDITIONAL PETS

- a. Application for approval of the Board of Directors to admit more than one pet per unit shall be submitted through the Association Office in the manner prescribed by that office not later than one week prior to the regularly scheduled Board meeting or work session (Association Front Desk can provide exact dates). Pet Registration Forms are available at the Association Office and on the Montebello website. The application shall include a cover letter stating resident's reason for requesting exception. Application will be evaluated under direction of the General Manager to assure written compliance by the applicant with the following criteria:
 - 1) He/she will abide by Montebello pet rules.
 - 2) Total number of pets requested does not exceed two.
 - 3) A fee as may be determined by the Board of Directors from time to time should be enclosed, which will be refunded, if the application is not approved.
 - 4) The applicant understands that violations of the pet rules may result in the imposition of sanctions by the Covenants Committee. The sanctions could include assessment of charges pursuant to Section 55-79, 80:2 of the Virginia Condominium Act, and/or a requirement to remove a pet or pets from Montebello.
- b. The General Manager will review the request and provide it to the Board to allow action at the subsequent work session and Board meeting. The applicant or applicant's representative, will appear in person at a regularly scheduled Board meeting or work session. An approval for waiver, if granted, is for the two pets described. To replace either of the pets, a further request for waiver must be approved.

5. NUISANCE.

A pet may be owned and maintained in a Unit so long as it is in compliance with the Rules and Regulations and is not a nuisance and does not unreasonably disturb other residents. Pet actions and/or conditions which may constitute a nuisance include, but are not limited, to the following:

- a. Abnormal or unreasonable crying, barking, scratching, making or causing other noises of sufficient volume to reasonably disturb other residents, unless temporarily provoked by external causes, such as activation of the fire alarm system.
- b. Damaging, soiling, urinating or defecating upon the Common Elements (other than in pet exercise areas) or otherwise being hygienically offensive.
- c. Molesting, attacking or interfering with the freedom of movement of persons on the Common Elements, or in any other manner, creating a dangerous situation.
- d. Attacking other pets.

6. OWNER RESPONSIBILITY

- a. Pet owners assume full responsibility for any property damage, injury, or disturbance their pet may cause.
- b. Any resident who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.
- c. Residents agree to comply with the Fairfax County Code regarding animals causing unsanitary conditions. Any pet owner or pet custodian of any dog shall be responsible for the removal of excreta deposited by such dog anywhere on the grounds or in the facility including designated Montebello pet areas.

7. RESTRICTED AREAS

- a. Pets must be transported in the service elevators. Passenger elevators may be used for transporting pets only when service elevators are unavailable for a continuing period. In light of possible health problems of some residents i.e., allergy or phobia, pets should not be transported in any passenger elevator in which a passenger or person awaiting use of the elevator objects to the presence of the pet in the elevator. However, the person who first arrives at the elevator is entitled to first use in the case of such objection.
- b. Pets shall not be permitted (either on leash or carried) in the main lobbies, mail room area, storage areas, the party rooms or the Community Center, including but not limited to, the cafe and deck, the market, hair salon, the sundeck, the swimming pools, the bowling alley, the tennis courts, the exercise rooms, sauna and picnic areas or such other areas as have been designated as "no pet" areas. When pets have to be taken out of the building to relieve themselves, they should be led out from the B-3 service exits to allow direct access to pet areas.
- c. Pets shall not be permitted upon the Common Elements unless accompanied by an

adult and unless carried or leashed. The leash shall be of a length that ensures the pet is under full control at all times. No pet shall be left unattended upon the Common Elements or shall be leashed to any stationary object thereon. All individuals walking pets upon the Common Elements must promptly clean up their pets' droppings in all areas.

- d. The above area restrictions shall not apply to Service Animals. These animals may accompany their owner to any areas of the Condominium where the animal's owner is permitted.

8. ENFORCEMENT

- a. Management has the primary responsibility for maintaining compliance of the pet rules above. Violations and violators should be reported in writing to the Association office on a form available in the office. When a complaint is filed, management will notify the pet owner of the complaint. A courtesy copy will be provided to the Covenants Committee.
- b. Action by the Covenants Committee may include any of the enforcement measures authorized under the by-laws and described in Section 10 including the assessment of additional charges. Where a pet owner(s) continues to violate the pet rules or is unable to prevent a pet from causing a nuisance or unreasonable disturbance or noise, (as determined by the Covenants Committee), the pet owner(s) may be directed to permanently remove the pet from the property upon ten (10) days written notice from the Covenants Committee. Due process procedures of the Association apply.

SECTION 5. UNIT ACCESS

- 1. **GENERAL.** All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the UNIT OWNER and the Association shall in no event be liable for the loss, destruction, theft or damage of such property.

2. UNIT ACCESS

a. Keys and Key Control.

- 1) **No Master Key.** The Association shall not cause a master key system to be used for Units in the Condominium.
- 2) **Emergency Keys.** The UNIT OWNER shall provide to and the Association shall have the right to retain, a working copy of any key(s) required to gain entry to any Unit. These key(s) ("emergency keys") shall be coded to prevent Unit identification by unauthorized persons and shall be secured by the Association in a locked box for use only if entry to such Unit is necessitated by an emergency such as the fact or threat of fire, flood, or any other condition which may adversely affect the Common Elements or other Units.
- 3) **The key index,** which relates a given key to a given Unit, will be kept in a separate locked, secure container. If security control of either an emergency or

convenience key is lost by the Association, the lock will be replaced and new keys issued at the expense of the Association. The Association shall implement procedures and controls to insure the proper use of emergency keys. In no event shall such keys be removed from the locked container and used to facilitate entry to a Unit except for purposes as noted above.

- 4) **Convenience Keys.** UNIT OWNERS may provide to the Association an additional working copy of any key(s) (“convenience key”) to a Unit for nonemergency entry. Convenience keys shall be coded and secured following procedures similar to those used for emergency keys. Convenience keys may be released by the Association Office only upon written authorization of the resident. If the resident authorizes release of the convenience key to enable a delivery to the Unit, the written permission must be accompanied by a written waiver of all liability in connection with such delivery. Permission and waiver forms are available in the Association Office.
- 5) **Restriction on Employees.** Employees and agents of the Association are not authorized to accept packages, keys (other than convenience keys in the Association office), money, or articles of any description from or for the benefit of a Unit Owner. If anything is left in contravention of this rule, the Association assumes no responsibility for loss or damage.
- 6) **Lock Change.** If locks are changed by a Unit Owner, the Unit Owner is obliged to provide the Association with a copy of the keys for the new locks.
- 7) **Common Area Doors.** The Association reserves the right to change periodically locks to all Common Area doors and to reissue keys therefore.

b. Association Access.

- 1) **Emergency.** In case of an emergency wherein property, life or limb is in jeopardy, emergency personnel may enter any Unit as required by the situation. The Association shall make a reasonable attempt to contact the Unit Owner prior to entering the Unit, consistent with the circumstances.
- 2) **Unit Owner Liability.** In the event a Unit Owner fails to provide the Association with current working keys as required above, and emergency access to the Unit as described above is necessary in the absence of the occupant, the Unit Owner shall bear all costs related to entry to the Unit and damage caused by the perceived emergency to that Unit, any other Unit or the Common Elements and sustain whatever additional liabilities may be related to the occurrence.
- 3) **Preventive Maintenance.** Agents of the Association and any contractor or workman authorized by the General Manager may enter any room or Unit in the building at any reasonable hour of the day after reasonable notification of the Unit Owner for the purpose of exercising and discharging their respective powers and responsibilities. Maintaining the Heating, Ventilation, and Air Conditioning (HVAC) systems requires regular (semi-annual) access to all Units. A schedule will be promulgated showing dates contractor preventive maintenance will be performed, and announce when Unit access will be required. If an occupant is not available when access is needed, Management will implement emergency entry provisions to obtain Unit access to facilitate the HVAC preventive maintenance program.

4) Notice of Entry by the Association.

The Association will attempt to provide reasonable written notice of its need for access to a Unit.

Where time or circumstances do not permit written notice, the Association will attempt to contact the Unit Owner by telephone.

In either case, if the Association enters a Unit from which Unit Owners are absent, the Association will leave written notice of the date, time and purposes of entry, signed by an authorized Association representative.

SECTION 6. MOVING / MAJOR DELIVERIES / ESTATE SALES

1. SERVICE ELEVATOR USAGE

- a. Personal property, other than hand baggage and packages, must be transported in the service elevator.
- b. Prior to moving into or out of any unit, the service elevator must be reserved. Reservation of the service elevator is optional prior to a delivery or estate sale (see Section B). Reservations are to be made through the Association Office during normal office hours.
- c. The Safety and Access Control (SAC) Department will handle the service elevator key, lock-off service and inspection before and after moves, major deliveries and estate sales, upon completion of a request form at the Association office before the event. When the event is concluded, the user will clear the elevator and notify the Association office. This process has been in place since the elevator renovation, and replaces former process and language requiring persons using the service elevator to obtain the key from the Association office.
- d. Persons making deliveries to units of large or bulky items that do not require use of an elevator key shall have the same right of access to the service elevator as persons making authorized moves/deliveries requiring an elevator key and shall be allowed use of the elevator in rotation with persons making such moves/deliveries. Residents must advise anyone making deliveries of large items to use the service elevator at the B-3 level. If the resident will not be present for deliveries or moves, prior arrangements for admission should be made with the Association Office.
- e. In the event the service elevator is inoperable and cannot reasonably be expected to become operational in a short period of time, one passenger elevator may be designated for moving by the General Manager, Facilities Program Manager or the Safety and Access Control Manager. In all cases where the passenger elevators are so used, the interior walls must be padded to prevent damage and marring.

2. MOVE IN/OUT

- a. Moves are scheduled on a first come basis and only one move should be allowed (either move in or out) per building per day unless authorized by management due to unusual circumstances.
- b. No move shall be made until proper authorization has been obtained from the

Association Office.

- c. Persons moving out of Montebello are required to turn in their resident activity cards and gate control cards when the service elevator key is returned.
- d. Management may authorize unscheduled moves on a case-by-case basis, provided the date for the particular building is available, and all applicable fees are paid. Unscheduled moves are subject to compliance with all rules defined under Sections 3 through 6 of this policy.

3. DELIVERIES REQUIRING SERVICE ELEVATOR KEY

- a. Most deliveries will not require use of an elevator key. These deliveries use the service elevator in turn with other residents in the normal course of daily living and are not subject to the reservation and fee/deposit requirements contained herein.
- b. Major deliveries requiring the use of an elevator key are subject to the same reservation, fee/deposit requirements as move in/out.
- c. No delivery requiring elevator key may be made until proper authorization has been obtained from the Association Office. The elevator key will be issued only on the date of the scheduled delivery. Individuals signing for the elevator key must present a photo identification.

4. ELEVATOR KEY FEE/DEPOSIT SCHEDULE

- a. A non refundable fee or such sum as may be determined by the Board of Directors from time to time is charged for each day that an elevator key is required for move in or out (cash only for move outs), estate sales, and for all deliveries requiring an elevator key. This fee is due at the time the elevator reservation is made. In the event this fee is not paid within seven days after the date the reservation is made the reservation will be cancelled.
- b. In addition to the non-refundable elevator reservation fee, a forfeitable elevator usage cash deposit or such sum as may be determined by the Board of Directors from time to time must be paid on the date of the move, estate sale, or delivery. Moving vehicles will not be allowed on the property until this deposit is paid. The purpose of this deposit is to secure compliance with the rules and the obligations set forth herein, but is not to be considered to be liquidated damages. Residents will be responsible and liable for all damages to personal and real property caused by actions or inactions of their movers and for damages or injuries to people caused by their movers or moving vehicles.

5. REFUND OF DEPOSIT (made by money order or cashier's check)

- a. The deposit will be refunded on the next business day between the hours of 9:00 a.m. and 5:00 p.m., or, at the request of the party making the deposit, a check in the amount of the deposit will be sent by mail within 21 business days, following an inspection by Montebello staff.
- b. The deposit will only be refunded to the individual signing the Elevator Key

Accountability Form and must produce photo identification for verification.

- c. In the event damage or cleanup is minor so that correction can be made by Montebello employees, charges against the deposit will be based on actual costs or estimated costs that will be incurred by the Association plus 50%. The amount of the charges for making corrections will be assessed by Montebello management, and is not contestable.
- d. No refunds will be made on weekends or holidays.

6. FORFEITURE OF DEPOSIT. The deposit will be forfeited under any of the following conditions:

- a. The move/delivery/estate sale requiring elevator key extends beyond 6:00 p.m.
- b. The elevator is not put back into service by 6:00 p.m.
- c. The elevator key is not returned by 6:00 p.m.
- d. Moving debris is not removed and the areas used for moving are not cleaned up by 6:00 p.m.
- e. Trucks remain on the property beyond 6:00 p.m.
- f. Any breach of rules defined under Section F (General Rules).
- g. Damages to common element structures. Includes, but is not limited to, elevator, walls, carpeting, ceiling, service entrance doors.
- h. Damages to landscaping. Includes, but is not limited to, lawn areas, plants, shrubs and trees, roadway signs, road barriers, curbs, lamp poles.

7. GENERAL RULES -APPLICABLE TO ALL MOVE-IN, MOVE-OUT, DELIVERIES, AND ESTATE SALES REQUIRING ELEVATOR KEY

- a. Moves/deliveries/estate sales requiring use of elevator key will be scheduled and allowed only from 9:00 a.m. to 6:00 p.m., Monday through Friday.
- b. No full or partial moves shall be allowed on Saturday, Sunday or holidays.
- c. No vehicles with more than four axles will be allowed on the property for service to residential units on Saturday, Sunday, or holidays.
- d. No move-ins or move-outs may be started after 2:00 p.m.
- e. Individuals signing the Elevator Key Accountability Form at the time of providing the cash deposit must produce a photo identification for verification of receipt.
- f. Deliveries of medical equipment may be made at any time; however, it is the responsibility of the resident to notify the gate in advance about the delivery explaining that it is medical equipment so that the delivery vehicle will not be turned away.
- g. All moves/deliveries/estate sales requiring use of elevator key must be made through the rear B-3 service entrances. No moves, partial moves, or deliveries requiring use of elevator key are allowed through the front main lobbies.
- h. Movers must share the service elevator with other parties making deliveries through the B-3 service entrance.

- i. Movers must not lock the elevator off when it is not in use.
- j. Persons in possession of the elevator key are not permitted to leave the Montebello property unless the elevator key has been returned to the Association Office.
- k. Move activity must not impede safe and easy passage of pedestrian traffic into and out of the B-3 service entrance, at the elevator lobbies, or within hallways.
- l. Vehicles used in the move must not impede access to the service entrance or garage entrance and must not be parked in a manner that impedes vehicle or pedestrian traffic. Montebello Management or Safety and Access Control (SAC) personnel will make the determination whether this provision is violated.
- m. The service elevator and B-3 service entrance will be used for all moves/deliveries/estate sales requiring use of elevator key – passenger elevators cannot be used for moving purposes except by permission of MCUOA Management and only if the service elevator is malfunctioning or inoperative.
- n. Vehicles used in the move must not be parked with engine running
- o. Multiple trucks for the same move will not be permitted on the property if they, in the judgment of Montebello Management SAC force, will create traffic problems or will create an unsafe condition.
- p. Upon completion of the move or delivery, all debris and packing material must be removed, the area used for moving or delivery cleaned up, the elevator will be unlocked, the service entrance door closed and secured, and the elevator keys returned to the Montebello office.
- q. Residents retain sole responsibility for the activities and behavior of all individuals involved with their move.
- r. Residents will be held responsible for any damages caused by their movers or moving vehicle. The resident will have the burden of payment for damages and can pursue personal reimbursement with the moving company.

8. OTHER CATEGORIES

- a. To hold an Estate Sale (Defined as sales by Montebello unit owners or their estate executor(s) that are open to the public). The Management office is to be notified at least one week prior to the sale. A non-refundable administrative fee and a refundable elevator reservation fee shall be due at the time of the notification of the estate sale.
- b. In Unit Sales (Defined as sales between Montebello residents). A refundable elevator reservation deposit shall be due when the elevator is reserved to move out sale items.
- c. A non-refundable fee in an amount as determined by the Board of Directors from time to time will be charged to additional residents moving in or moving out to include but not be limited to roommates, caretakers, etc.

SECTION 7. VEHICLES AND PARKING

1. GENERAL

- a. Pursuant to Article 5, Section 5.11 of the Bylaws, "no Unit Owner shall park on the

outside Common Element parking spaces more than one vehicle (owned or leased by such Unit Owner (excluding Limited Common Element (Garage) parking spaces) without the prior written consent of the Board of Directors. "

- b. Unit Owners who lease their units, forfeit all outside Common Element parking privileges and are not permitted to park their vehicles on the property. Exceptions would be if they are visiting the Association Office, the unit owned or another resident. In these cases, permission must be granted by the person being visited. This does not apply to owners of multiple units in which the owner resides in one of the owned units.
- c. All vehicles must have current license plates and be in operating condition.
- d. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities as well as those contained in the Rules and Regulations of the Association. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
- e. Unnecessary sounding of vehicle horns and playing at excessive volume of radios, tape players, or other sound producing devices is prohibited.
- f. Vehicle rules apply to all vehicles, whether those of the resident, resident's contractors, or any guest. The resident is responsible for violations by their contractors and guests. This includes any vehicle owned or used by residents' friends or family members and parked on the property for any length of time.

2. REGISTRATION

All residents shall register their motor vehicles with the Association Office and be issued a vehicle identification decal. These decals must be displayed in a clearly visible location, i.e., left front driver's side bumper, on dashboard or on rearview mirror. Decals are for the purpose of controlling parking and will be updated periodically. Residents must provide pertinent vehicle identification data in order that all registered vehicles may be properly identified. The Association Office shall maintain records of all vehicles so registered.

Only approved motor vehicles may be parked on Limited Common Element (Garage) and outside Common Element parking spaces. An approved motor vehicle is defined as any conventional passenger vehicle, motorcycle, personal van or pickup truck of three-quarter (3/4) tons or less gross capacity, that is properly registered or authorized to have access to the property.

a. Primary Decals

- 1) The Association Office will issue top each unit one Primary Decal for each Limited Common element (Garage) parking space assigned to the unit; and
- 2) Upon request, one Primary Decal for outside Common Element parking.

b. Secondary Decals

- 1) A limited number of Secondary Decals shall be issued by the Association Office, subject to certain restrictions.
- 2) A unit will not be eligible to receive a Secondary Decal if any of the following conditions apply to the unit:

- a) The number of Primary Decals already held and the Secondary Decal requested would exceed the number of licensed drivers residing permanently in the unit; or
 - b) The unit already holds a Secondary Decal; or
 - c) The unit is delinquent in an assessment due to the Association.
- 3) When a unit is eligible for a Secondary Decal, but it cannot be issued because of the unavailability of parking spaces, residents' requests for a Secondary Decal will be placed on a waiting list. The waiting list will be maintained by the Association Office. As spaces become available, decals will be issued to residents on the waiting list in the order requested.

c. Gate Control Cards

- 1) No fewer than two (2) gate control cards shall be issued to each unit. These cards are for the purpose of controlling access to the property via the Front and Rear Gates.
- 2) Requests for additional gate control cards will be reviewed on a case-by-case basis.
- 3) Replacement cards for lost or damaged cards or additional cards will be issued upon payment per card to cover the administrative expense and cost of additional card(s) of such sum as may be determined by the Board of Directors from time to time must be paid. Gate cards must be surrendered upon termination of residence.
- 4) Gate control cards shall only be issued to residents residing on MCUOA property.
- 5) Residents must promptly notify Management in case of a lost or misplaced card rather than requesting access at either gate without presenting a card. This ensures that lost cards are promptly voided for security reasons and new cards issued to legitimate users. Cards shall not be transferred. Genies may be transferred if recorded at the office.

d. Remote Control Devices (Genies). The Front Gate is equipped for operation by a remote control (genie). These are available through the Association Office upon receipt of a fee as may be determined by the Board of Directors from time to time. Remote control devices (genies) will only be issued to residents residing on MCUOA property.

3. GUEST PASSES

- a. Passes for vehicles of guests and visitors entering for a twenty-four (24) hour period or less shall be issued at the Visitors Gate, only with the permission of a resident. These passes shall bear the date of issue and the building and unit number of the host resident. The pass shall be displayed face up on the dashboard of the visitor's vehicle so that it is clearly visible.
- b. Passes for vehicles of utility companies, movers, vendors, tradespeople, or other commercial sources that must park on the common element area to conduct business shall be issued at the Visitors Gate, only with the permission of a resident. If the business to be conducted does not involve a resident, entry permission must be

obtained from the Association Office.

- c. Visitor passes are not to be altered in any manner, by host resident or person pass is issued to.
- d. Special passes for employee's vehicles shall be issued by the General Manager.
- e. Passes for vehicles of guests expected to remain more than twenty-four (24) hours shall be issued at the Association Office. To obtain the pass, the host resident must present a valid Montebello identification card and complete an "Extended Duration Visitor Pass Request" form that must state the name of the guest, the period of time for which the pass is to be valid, the date of issuance and vehicle identification data pertaining to make of vehicle, the license number and the state of registration. The pass so issued shall be displayed face-up on the dashboard of the guest's vehicle so that it is clearly visible. Residents may also log onto the Montebello website and submit this as a Service Request on the appropriate form and pick up the pass two work days later from the Association Office.
- f. Extended Duration Visitor Passes may be issued for a specific vehicle or person for a period not to exceed two (2) consecutive months or a total of 3 months in one calendar year unless an exception is approved by the Management. Exceptions will be approved for humanitarian reasons.

4. PARKING

- a. **Automobiles, Mopeds, and Motorcycles.** Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles, mopeds, or motorcycles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except as approved by Management.
- b. **Compact Car Spaces.** Some Montebello parking spaces have been designed for smaller cars. Drivers of oversized vehicles should use discretion in choosing parking spaces for their vehicles and only park in designated areas. No vehicle may extend beyond the white lines defining the length and width of a compact space.
- c. **Avoid Obstructions.**
 - 1) No vehicle shall be parked in such a manner or in any area that causes it to obstruct the safe, free-flow of moving vehicular traffic or obstruct the movement of other vehicles into and out of marked parking spaces in Limited Common Element (Garage) and outside Common Element areas.
 - 2) No vehicle shall be parked so as to impede the movement of emergency vehicles on any roadway or to obstruct the entrance or exit, pedestrian or garage door of any building, that could be used in a situation of emergency.
 - 3) No vehicle shall be parked so as to impede access to any building fire main water pipe system.
 - 4) No vehicle shall be parked in the following areas, except to drop-off/pick-up someone or to unload/pack articles in a vehicle, and shall not be left unattended:
 - a) Front lobby entrance area.
 - b) Rear service entrance area.

- c) Anywhere in a garage except for a parking space.
- d) Community Center loading dock area or pedestrian entrance areas.

d. Restrictions.

- 1) No vehicle shall be parked in violation of any posted sign.
- 2) No vehicle shall be parked on any grassy or landscaped area, or on any area designated for pedestrian use.
- 3) Trailers, house trailers, campers, recreational vehicles or boats may not be parked in any Limited Common Element (Garage) or outside Common Element area, unless prior permission has been obtained from the Association Office. Permission to park vehicles of this type on the property shall be for a limited time and be handled on a case-by-case basis. No vehicles of this category shall be permitted on the property permanently.
- 4) No junk or derelict vehicle shall be parked on any outside Common Element area at any time. Any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition due to malfunctioning or missing parts, damage or destruction, or that has a deteriorated body condition, shall be deemed to be junk or derelict, regardless of the display of valid state license/registration or inspection.
- 5) Any vehicle, the owner of which cannot be identified and/or located from Association Office records or official logs, shall be deemed an abandoned vehicle.
- 6) Vehicles that present a hazard or nuisance by operating noise or exhaust emission are prohibited. Unnecessary running of motors causing air and noise pollution is prohibited.
- 7) Repairing and/or maintaining vehicles, including the painting thereof, is not permitted at any time on the Limited Common Element (Garage) or outside Common Element with the following exceptions: minor emergency repairs and ordinary light maintenance. Fluid changes and other operations which might soil the Limited Common Element (Garage) or outside Common Element are not considered minor repairs and are prohibited. The intentional drainage of any motor vehicle fluid is prohibited.
- 8) Washing of vehicles by hose is not permitted in Limited Common Element (Garage) or outside Common Element. This does not preclude cleaning of windows and vehicle lights.
- 9) Vehicles may not be parked on the property with "For Sale" signs displayed.
- 10) No signs, initials, numbers, storage containers, or any other additions or alterations to either Limited Common Element (Garage) or outside Common Element parking spaces may be painted, displayed, or erected without the prior written consent of the Association Covenants Committee. This restriction does not prohibit a uniform numbering or lettering system that may be applied to these parking spaces by the Association.
- 11) Limited Common Element (Garage) parking spaces are designated for the parking of vehicles, storage of bicycles or shopping carts only. No other items

or articles of any kind may be stored in the Limited Common Element (Garage) or outside Common Element parking spaces without permission from the Board of Directors. Requests are to be submitted in writing. Items stored or secured in any Limited Common Element (Garage) are done so at the sole risk and responsibility of the resident.

12) Limited Common Element (Garage) parking spaces are designated for one (1) vehicle per space. Parking of two vehicles in any Limited Common Element (Garage) space may be authorized upon approval of the Board of Directors. Requests are to be submitted in writing and shall be reviewed on a case-by-case basis.

e. Handicapped Spaces. The spaces designated as handicapped parking spaces are reserved for the use of vehicles displaying one of the following:

- 1) A valid, special vehicle parking permit issued by the Commissioner of Motor Vehicles pursuant to the Code of Virginia.
- 2) A valid decal or license plate issued by the Commissioner of Motor Vehicles pursuant to the Code of Virginia.
- 3) Similar authorization from another state or territory.

5. VEHICLE ALARMS. To allow owners and residents of Montebello the quiet enjoyment of their homes, this regulation prescribes rules regarding vehicle alarms.

a. Owners and operators of all vehicles on the Common Elements of Montebello Condominium which are equipped with a vehicle alarm are responsible for the proper functioning of that alarm while the vehicles are on Montebello Common Elements, whether the vehicle owner or operator is present or not.

b. Owners or operators of alarmed vehicles on Montebello Common Elements shall provide the Safety and Access Control Department (SAC) with a means to contact them in the event that their vehicle alarm activates.

c. Montebello residents and their visitors who are away for periods of time while their alarmed vehicles remain on the Common Elements shall provide the SAC Department with the telephone number of a person authorized to deactivate the alarm. If this is not feasible, the Association Office should be contacted to make other arrangements for deactivating a sounding alarm.

d. If a vehicle alarm has activated, SAC will attempt to contact the vehicle owner or operator using the following procedures:

- 1) If the vehicle has a Montebello decal permit, the telephone number(s) on record with the Association for the holder of that permit will be called. If the resident provided the SAC Dept. with a temporary alternative number, that number will be called.
- 2) If the vehicle has a visitor's pass, the resident who is the host for that visitor will be called at the phone number of record with the Association.

e. Any vehicle owner or operator (or his/her agent) who is contacted by the SAC Dept. because of a sounding vehicle alarm is required to respond to the vehicle within thirty (30) minutes and silence the alarm or remove the vehicle from Montebello Common

Elements.

- f. In the event the vehicle owner cannot be located or does not respond within thirty (30) minutes, the Association shall have the vehicle removed from Montebello Common Elements. Written notice of the action will be provided the vehicle owner as soon as practicable and Fairfax County police will be advised following procedures in Paragraph IV D Paragraph 7 below.
- g. The owner or operator of the vehicle, the resident whom the vehicle owner or operator is visiting and the owner of the unit in which the host resides shall be jointly and severally liable for the costs of towing and storing the vehicle.
- h. When used herein, the term "Common Elements" includes both Limited Common Elements (Garage) parking and Common Element (surface) parking.

6. VEHICLE OPERATION

- a. Vehicles operated on the property of Montebello shall be operated in a safe and prudent manner so as not to endanger the life, limb, or property of another person.
- b. Vehicle operators shall yield the right-of-way at all times to pedestrians on walkways and crosswalks and exercise extreme caution when driving in areas where there are no designated walkways for pedestrians.
- c. Operators of vehicles shall keep to the right in the traveled portions of the parking areas and in traffic circles.
- d. The maximum speed posted shall not be exceeded.
- e. All stop signs and traffic directional signs shall be obeyed by all vehicle operators.
- f. The screeching of tires and revving of vehicle engines is prohibited.
- g. All vehicles operated on the Limited Common Element (Garage) or outside Common Element shall be operated by a person holding a valid driver's license or permit.

7. ENFORCEMENT

- a. **Authority.** In accordance with the Association Bylaws, Article 3, Section 3.1(i), Section 3.2(b), Article 5, Section 5.8(a), paragraphs (4) and (7), and Section 5.1 1, the Board of Directors authorizes Management to enforce all provisions and restrictions of this Vehicle Policy, and promulgates the Enforcement Procedures herein to accomplish such enforcement in a manner that is consistent and equitable to all residents, guests, visitors and employees.
- b. **Indemnity.** If any vehicle owned or operated by a Unit Owner, any member of his or her family, or by such Unit Owner's tenants, guests, invitees or licensees shall be parked, operated or abandoned in such a manner as to violate the Condominium Instrument, Rules and Regulations or Resolutions of the Board of Directors, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner, any member of his or her family, or Unit Owner's tenants, guests, invitees or licensees shall indemnify the Unit Owners Association

against any liability which may be imposed on the Unit Owners Association as a result of such parking, operation or abandonment and any consequences thereof.

c. Scope of Enforcement

- 1) Any motor vehicle, trailer, or boat, that is parked in violation of the General Provisions and Restrictions of this Vehicle Policy shall be deemed to be parked without permission of the Association and be subject to enforcement as provided by the Enforcement Procedures of this Policy, in accordance with the provisions of the Code of Virginia, which provides for the removal by towing of any motor vehicle or other vehicle that is so parked without permission.
- 2) Any vehicle parked on any outside Common Element area or space without permission is subject to being towed and stored off the property at the vehicle owner's expense and risk.
- 3) The Board of Directors authorizes Management to have such vehicles towed as the action of last resort described in the Enforcement Procedures.
- 4) Prior to removal of any vehicle from the property by towing, the Association Office and/or Safety and Access Control Dept. shall make a reasonable effort to identify and locate the owner or operator of the vehicle to personally notify such owner/operator that his/her vehicle is parked in violation and to request compliance with the terms of this Policy Resolution. Said attempts to contact shall include phone calls to the unit and place of employment (if applicable) using phone numbers listed on the Association records, and visit to actual unit. A description of all efforts made is to be made a record of fact by entry in the official log.
- 5) Whenever maintenance projects being conducted require Limited Common Element (Garage) or outside Common Element parking areas to be clear of vehicles, signs will be posted and notices will be issued. In the event that, in the judgment of Management, relocation of a vehicle from the Limited Common Element (Garage) or outside Common Element is necessary to carry out Management's maintenance responsibilities upon condominium property, Management shall make reasonable attempts to contact the owner of the vehicle to procure its relocation. Said attempts to contact shall include phone calls to the unit and place of employment (if applicable) using phone numbers listed on the Association records, and visit to actual unit. In the event that the vehicle owner fails to respond to said attempts to contact, or fails to comply with a request to move the vehicle, Management may move the vehicle. The costs of moving the vehicle shall be assessed against the owner of the vehicle, and if the owner of the vehicle fails to promptly pay said costs, the costs may be assessed against the owner of the unit which the vehicle owner or user occupied or was visiting at the time the vehicle was moved. If the vehicle owner is able to demonstrate that his/her failure to move the vehicle was due to circumstances beyond his/her reasonable control, assessment of such costs may be waived by Management.
- 6) Residents with the right to use Limited Common Element (Garage) parking spaces who find cars parked illegally in spaces they own, should report same to the SAC Department. If they want the car towed, the resident must authorize SAC personnel to request towing. In this case the SAC Department will follow

the provisions of paragraph 4e and 4f below. Towing is at the expense and risk of the vehicle owners.

d. Enforcement Procedures

- 1) Management shall direct a member of the Safety and Access Control (SAC) Dept. to issue a ticket to any vehicle parked in violation of any General Provision or restriction of this Policy Resolution. The ticket shall contain (1) time and date of the violation, (2) nature of the violation and location, (3) descriptive vehicle data as to make, model, color, state license number and expiration, Montebello parking decal number or resident guest/visitor information, and (4) the name of the issuing SAC Monitor.
- 2) The Association Office will track and monitor all parking violations. After the third violation involving the same vehicle, unit owner, or resident the Association Office will send an official letter to the vehicle owner, addressing the violations documented, request immediate remedial action, and inform the vehicle owner that any further repeat violations will result in the next step of Enforcement Procedures described herein. In the case of repeat violations by tenants, guests, visitors or trades people, the Unit Owner will be sent a copy of the letter sent to the violator. The Covenants Committee will be provided a copy of this correspondence.
- 3) When notification has been made in accordance with paragraphs 1 and 2, and the violation has not been corrected within ten (10) days, and the vehicle owner has not contacted the Association Office to discuss the situation and establish terms and timeframe for resolution, the vehicle in violation may be removed from the property by a tow truck, at the expense and risk of the vehicle owner. If the vehicle is removed from the property, Management shall notify the vehicle owner as soon as possible thereafter. Notification will be by first-class mail.
- 4) Paragraphs 1 through 3 are not applicable in the case of a vehicle, the owner of which cannot be identified and which is parked so as to:
 - a) impede the movement of emergency vehicles on any roadway or to obstruct the entrance or exit of pedestrian or garage doors of any building.
 - b) obstruct the free movement of another vehicle that is properly parked.
 - c) park without regard to posted handicapped parking signs or in any way to impede access to an area reserved for handicap parking.
 - d) when a vehicle is parked in an area designated to be clear to facilitate maintenance work in which notices were issued and signs were posted.
 - e) when a vehicle is parked on any grassy or landscaped area.

In such cases the vehicle so parked will be subject to immediate removal by towing at the expense and risk of the vehicle owner. Management will officially document this action in the daily logbook. In the event the vehicle owner inquires about the status of the vehicle, he or she will be informed of the occasion for the vehicle's removal and be provided recovery.

- 5) Vehicles parked in violation, as described in paragraph d, that display a valid Montebello parking decal, in which the owner is identified as a resident but

cannot be located, will be subject to having their vehicle relocated to a valid parking space on the outside common Element area, in lieu of towing vehicle off the property. In these instances, the resident will be assessed the relocation fee. As soon as possible thereafter, Management shall notify the resident of the relocation, the reason therefore and location of the vehicle. Notification will be in writing and be hand delivered to the residents' unit.

- 6) Prior to removal of a vehicle from the property by towing, in which the vehicle owner cannot be identified by Association records or official logs, Management shall notify the Mount Vernon District Station of the Fairfax County Police Department of the situation and planned action. The Fairfax County Police Department retains the decision to delay removal from the property to permit a records check to be conducted to determine if the vehicle has been reported stolen or the vehicle owner is being sought in connection with any crime.
- 7) When a vehicle is removed from the property by towing, Management shall notify the Mount Vernon District Station of the Fairfax County Police Department as to the facts of the removal, as provided by Chapter 5, Section 46. 1-551 of the Code of Virginia, as amended.

- e. Jurisdictional Violations.** Notwithstanding the procedures described herein, nothing in Paragraph G above is to be construed as preventing or discouraging the Association, Management or any resident of Montebello Condominium from reporting any violation of laws or ordinances of the Commonwealth of Virginia or those of Fairfax County.

SECTION 8. RECREATIONAL FACILITIES

1. GENERAL

- a.** Recreational facilities are intended for the exclusive use of Montebello residents and their authorized guests. Users must present a valid Montebello activities pass or guest pass. The Association Office will issue day guest passes only when the resident sponsoring the guest is present.
- b.** Activities Passes are available at the Association Office to all residents 12 years and older. These passes shall be revalidated at the time of re-registration. No Activities Pass will be issued to non-residents. Activities Passes are not transferable. Activities Passes must be available at all times when utilizing the facilities and presented upon request. A charge, as may be determined by the Board of Directors from time to time, will be made for the replacement of lost, damaged or stolen Activities Passes. Activities Passes must be surrendered upon termination of residence.
- c.** Persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association assumes no responsibility for any occurrence, accident or injury in connection with such use. Unit Owners agree not to hold the Association liable for any accident, injury, or consequence resulting from use of recreational facilities. Parents and guardians of minors should exercise appropriate care and supervision of minors using recreational facilities. Parents must accompany minors under the ages listed in these rules for safety reasons.

- d. Users of the Community Center and any of its recreational facilities, equipment, and furnishings are liable for damages resulting from their abuse, misuse, or negligent use. Unit Owners will be held responsible. In addition, the person checking out any Community Center equipment must deposit his/her activities pass or guest pass with the Association Office, and by doing so, agree to accept responsibility for any violations of these rules caused by such person or by others who are using the equipment pursuant to his/her authorization. Upon completion of play, all equipment must be returned to the Association Office. Activities pass or guest pass will be returned if equipment and area have been left in good condition.
- e. Extended visitor Activity Passes may be issued for up to two (2) consecutive months. They may be issued for a total of three (3) months in a calendar year to an individual. A request for an exception to the limit may be requested from the Covenants Committee for humanitarian reasons. For example humanitarian reasons are reasons such as caring for a grandchild because the parents are unable to do so for several months or caring for an ill resident. This is not to be used to avoid paying the registration fee for new residents. Forms will be available in the office and on the web.

2. SANCTIONS

- a. In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors of the Association shall have the right to bar the use by a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium.
- b. The Covenants Committee has the right to impose sanctions on residents for violation of the Rules and Regulations, provided this is done in accordance with the due process procedures which include provisions for proper notice to the resident as well as a hearing. Such action may include suspension or limitation of rights to use the recreational facilities as well as assessment of charges against owners of units. It is subject to appeal to the Board of Directors.

3. COMMUNITY CENTER

a. General

- 1) The Montebello Community Center (including its commercial facilities) is intended for the benefit of Montebello residents and their authorized guests. Persons using the Community Center, for other than transient purposes, are required to have on their person a valid activities pass or guest pass. Users with a day guest pass must be accompanied by a resident with a activities pass. Users with a House guest pass are not required to be accompanied by their sponsoring resident.
- 2) Persons using the Community Center and any of its facilities do so at their own risk. The Association assumes no responsibility or liability for any accident or injury in connection with such use or for any loss or damage to personal property. Users agree not to hold the Association liable for any accident, injury, or consequence resulting from such use.
- 3) Users of the Community Center and any of its facilities are liable for damages

resulting from their abuse, misuse, or negligent use of the Community Center and any of its facilities. Unit Owners will be held responsible for all actions of their family, their tenants, guests, employees, licensees, and invitees. In addition, the person checking out Community Center equipment must deposit his/her facilities pass or guest pass with the Association Office, and by doing so, agree to accept responsibility for any violations of these rules caused by such person or by others who are using the equipment pursuant to his/her authorization. Upon completion of play, all equipment must be returned to the Association Office. Facilities pass or guest pass will be returned if equipment and area have been left in good condition.

- 4) Except for Association sponsored events, and subject to limitations and restrictions imposed thereon, no food or drink shall be permitted in any portion of the Community Center except in the snack bar area and lounge areas. The prohibition against food and drink includes, but is not necessarily limited to, the bowling alley area, the locker and exercise rooms, the indoor and outdoor pool area (except in the designated eating area) the ping pong area, the billiards area, and the card room area.
- 5) Use of the Community Center Pianos:
 - a) The Steinway grand piano: The Steinway Grand Piano will be locked and covered when not in use. Nothing may be placed on the piano but music scores. Owners and residents must present a Montebello ID and sign for the key. No one may make any use of that of their guests. Children under the age of 12 may play the piano if accompanied by an adult owner or resident (see also Section 8, Para. 2, Activities Passes and Section 8, Para. C-k on supervision). The piano is for the entertainment and enjoyment of the community and is not to be used for any commercial use such as giving or taking piano lessons (see also Section 3, Restrictions, Para. 10, Commercial Uses.
 - b) Other piano(s): Other pianos, if available in the Community Center may be used with care for the instrument and consideration for others. Nothing may be placed on the piano but music scores. Users are responsible for damage.
- 6) Radios and similar sound devices may be utilized only if earphones are used so as to avoid disturbing others.
- 7) No shouting, screaming, or loud, boisterous, profane or abusive language shall be permitted in the Community Center or on any portion of the Common Elements.
- 8) Decorum and dress in the Community Center and other Common Element facilities must be appropriate in keeping with the particular facility being utilized. This requirement includes appropriate footwear. No one is permitted in the Community Center who is not properly attired.
- 9) Except for MCUOA activities, the Community Center facilities may not be reserved for personal use.
- 10) The Community Center facilities and equipment may only be used for the purpose intended.

- 11) Unless otherwise noted herein, persons under the age of twelve (12), are not permitted to use the recreational equipment unless accompanied by an adult with a valid facilities or guest pass.

b. Billiards/Ping Pong

- 1) When the billiard table is in use, the cover should be folded neatly and placed under the table. Ball racks should be placed under the table during play. Sitting on the billiards tables is not permitted. When players complete play, the table cover should be placed over the table neatly.
- 2) Hours of availability will be determined by the Board and listed on the Montebello web and be available in the Association Office.

c. Exercise, Sauna and Steam Rooms

- 1) Persons under 12 years of age must be accompanied by an adult over the age of 18 when utilizing the exercise, steam or sauna equipment for safety reasons.
- 2) Dry clothing must be worn while using the exercise equipment
- 3) Locks may be checked out for use in the locker room area by depositing either a facilities pass or guest pass at the Association Office. Facilities pass or guest pass will be returned after the lock and key is returned to the Association Office. There may be a fee as determined by the Board.
- 4) The hours of availability will be determined by the Board and listed on the Montebello website and available in the Association Office.
- 5) Use of the exercise equipment in the Locker Rooms is limited to 30 minutes per resident when others are waiting.

d. Tennis Courts

1) Availability.

- a) Courts are available for use of Montebello residents and their guests. The hours of availability will be determined by the Board and listed on the Montebello website and available in the Association Office.
- b) A ball machine for use on Courts 1 and 2 and practice balls are available at the Association office on a first-come, first-served basis. There is a one hour time limit when a prospective user is waiting. The hours of availability will be determined by the Board and listed on the Montebello website and available in the Association Office.
- c) A rebound net is permanently installed on Court 3.

2) Reservations.

- a) Courts 1 and 2 may be reserved by calling or visiting the Association office during office hours in the three days preceding the day of play. Reservation times must begin on the hour and are limited to one hour for singles and two hours for doubles play.

- b) A court may be reserved for one hour for individual practice or instruction with or without the use of a ball machine.
- c) An individual may make only one reservation per playing day.
- d) A reservation sheet for the following day will be posted at the courts each evening on close of the Association office.
- e) If a court is not reserved for a particular hour or is reserved but not in use within ten minutes after that hour, it is available on a first-come, first-served basis.
- f) Court 3 cannot be reserved except as noted in paragraph (7) following. It is available for use on a first-come, first-served basis. When players are waiting, the one and two hour limitations for singles and doubles play, respectively, will apply.
- g) One or more courts may be reserved for official activities planned by the Community Activities Committee and approved by the Board of Directors. Such activities may include tournaments, officially sponsored individual and group lessons, Montebello Tennis League matches and other approved community events. For these events, the Community Activities Committee should appoint an event manager.
- h) For League matches advance court reservations may be made on Courts 1 and 2 during "prime time" periods such as Saturday morning and early afternoon and Sunday afternoon. When Courts 1 and 2 are reserved for League play, Court 3 may be reserved. Association office desk personnel should be instructed of the event and advised to inform persons seeking to make reservation during League "prime time" periods.
- i) Tournaments may also be authorized from time to time. Courts may be reserved for tournaments following the procedures described for League play in paragraph (a) above.

3) Restrictions.

- a) All players must wear appropriate tennis attire including shirts and flat-soled tennis or other athletic shoes. Track shoes, boots, or shoes with heels are not permitted.
- b) Gates to the tennis courts should be kept closed at all times.
- c) Children not playing tennis or under 12 years of age and not under direct adult supervision are not permitted on the courts for safety reasons.
- d) Pets are not permitted on the courts.
- e) Smoking is not permitted within the fenced court areas.

e. Bowling Lanes.

- 1) All rules of bowling etiquette apply. Lofting of the balls is prohibited. Regulation bowling shoes are required; tennis or street shoes are not permitted.

- 2) Unless reserved for recognized league play, bowling lanes will be issued on a first- come, first-served basis.
- 3) The hours of availability will be determined by the Board and listed on the Montebello website and available in the Association Office.
- 4) There will be a three (3) game limit if residents are waiting to use the lanes.
- 5) Children under the age of 12 must be supervised by an adult for safety reasons.

4. SWIMMING POOL

- a. **Admission.** A valid facilities pass or guest pass is necessary for use of either swimming pool or whirlpool. When day guests are at the pool, their passes shall be kept on file clipped together with the facilities pass of their resident host. Users with a valid day guest pass must at all times be accompanied by a resident with a facilities pass. Users with a valid house guest pass are not required to be accompanied by their sponsoring resident. A record shall be kept at the Association Office of the number of day guests sponsored by individual residents on particular days. There shall be a maximum limit of six guests per residence on any one day. This limit shall apply to the combined total of day guests and house guests.
- b. **Age Requirements.** Persons under 12 years of age are not permitted to use the swimming pools unless accompanied, at all times, by an adult with a facilities pass for safety reasons. Persons under 12 years of age are not permitted to use the whirlpool unless accompanied, at all times, by an adult with a facilities pass for safety reasons.
- c. **Pool Operations.** Admission to the pools and whirlpool will be refused to the following:
 - 1) All persons who have not taken a previous cleansing shower.
 - 2) All persons having colds, coughs, inflamed eyes, infections, open sores, or wearing bandages.
 - 3) All persons who appear intoxicated, or who otherwise may appear a threat to their own safety or the safety of others.
 - 4) All persons wearing cut-offs and similar inappropriate attire.
 - 5) All persons who attempt to bring any of the following prohibited objects into the indoor pool or whirlpool areas:
 - a) Pets
 - b) Street shoes
 - c) Food, beverages or intoxicants of any kind
 - d) Playpens (physically challenged wheeled vehicles/baby strollers are permitted)
 - e) Glass containers or other breakable objects.
 - 6) All persons who attempt to bring any of the following prohibited objects into the outdoor area:
 - a) Pets

- b) Street shoes
 - c) Intoxicants of any kind (food and beverages allowed only in designated eating areas)
 - d) Playpens (physically challenged wheeled vehicles/baby strollers are permitted)
 - e) Glass containers or other breakable objects.
- 7) No person shall use the pools or whirlpool unless they are officially open and the lifeguards are on duty. The scheduled hours will be established by the Board of Directors and posted.
 - 8) All persons shall obey posted instructions, as well as verbal instructions from the lifeguard(s) on duty. If there are questions about the applicability of the rules in particular instances, the judgment of the lifeguard(s) shall prevail. Users must stay clear of the guard stations and not loiter at the check-in desk.
 - 9) Persons unable to demonstrate, to the satisfaction of the lifeguard(s), their ability to swim are not permitted in deep water.
 - 10) Radios and similar sound devices may be utilized only if earphones are used so as to avoid disturbing others.
 - 11) The following behavior is prohibited in the pools and whirlpool:
 - a) Running, pushing, ducking, rough play, standing or sitting on another's shoulders,
 - b) Loud, abusive, or profane language.
 - c) Spouting of water and similar unhygienic actions.
 - d) Diving
 - 12) The use of swim fins, plastic face masks, and other recreational or play equipment will be regulated by the Pool Manager or Head Lifeguard. If allowed, these items are to be used in the pools only and are prohibited in the whirlpool.
 - 13) Persons using suntan oil must shower before entering the water.
 - 14) Infants in diapers must wear rubber pants over their diapers.
 - 15) All refuse must be placed in containers provided for this purpose. Users are required to keep pool area and shower rooms clean.
 - 16) No portion of the pool area may be reserved for private use.
 - 17) The pool may be closed at any time, due to either safety, breakdown or other operational difficulties, and/or at the discretion of the Pool Management. All pool areas will be closed during an electrical storm and/or when rain makes it difficult to see clearly any part of the pool or pool bottom.
 - 18) Jumping into the pool feet first is acceptable as the head and neck are not significantly exposed; however, the swimmer must use care to jump in an area away from other swimmers . A running jump into the pool is not permitted.

d. Enforcement

- 1) The lifeguard(s) have primary responsibility for maintaining rules compliance in the pool area. Lifeguard(s) may report violations and violators to the Association Office and, if the incident requires immediate attention, seek assistance from Management or the Montebello Security Guards. The Association staff may report any incidents to the Covenants Committee for further action.
- 2) Residents or guests who refuse to comply with rules and/or with instructions from the lifeguards may not be allowed to use the pool for 30 minutes per occurrence. At the lifeguard's discretion, residents or guests who do not comply with rules and/or instructions may be banned from the pool(s) on the date of the non-compliance. In any event, the lifeguard(s) may, if verbal warnings have gone unheeded, require a user to leave the pool/whirlpool area for a period not to exceed twenty-four (24) hours if the above described rules are being violated.

5. PARTY ROOMS

a. General

- 1) These rules and regulations concern the "private use" of the Party Rooms by residents of the Condominium and do not apply to use by the Association, its Board of Directors, Clubs, Committees, or Management. For purpose of this resolution the term "private use" shall be defined as use for any and all purposes other than by the Board of Directors, its established Clubs and Committees, or Management.
- 2) The maximum allowable occupancy of a Party Room is fifty (50) persons.
- 3) A resident who wishes to use the facility may obtain a request form at the Association Office or on the Montebello website. The form must be completed and returned to the Association Office for approval at least three (3) working days before the date the Resident wishes to use the Party Room. Reservations will be approved if the Owner of the Unit is current in Condominium assessment payments, the facility is available at the time requested, the use to which the facility is to be put is appropriate, and the fee has been paid.
- 4) Party Rooms may not be used for any type of gambling or other illegal activities.
- 5) Party Room reservations cover the use of the Party Room and its contents. Reservations do not include the use of any additional association furniture or equipment.

b. Responsibilities of the Resident Holding the Reservation

- 1) The Party Room will be kept locked at all times when not in use.
- 2) The resident who reserved the Party Room must bring the approved reservation form to the Association office not more than twenty-four (24) hours after the initial reservation. Party Room reservations must be accompanied by a non-refundable maintenance fee, plus a deposit as may be determined by the Board of Directors from time to time that will be refunded after the room is inspected and found in satisfactory condition and additional charges, if any, are satisfied. Damages and clean-up costs, if any, will be assessed against the resident who

made the reservation.

- 3) The key must be returned promptly after use the same day, or if the Association office is closed, the following day at 9 a.m. The resident will be assessed an additional fee as may be determined by the Board of Directors from time to time if the key is not returned.
- 4) The resident must:
 - a) Enforce all rules and regulations while guests are on condominium property. Non-residents must confine their activities to the Party Room.
 - b) Supervise the use of cooking facilities.
 - c) Be present during the use of the Party Room.
 - d) Ensure that the Party Room is vacated by 1:00 a.m.
 - e) Secure windows and turn off lights, appliances, before leaving.
 - f) Lock the Party Room after use.
- 5) The resident who reserved the Party Room is responsible for cleaning it after use, including cleaning of appliances, if used. All trash must be placed in the trash chutes.
- 6) Persons who use the Party room do so at their own risk and sole responsibility.

c. The Party Rooms shall be available for uses according to the following priorities:

- 1) Regularly scheduled meetings of the Association, the Board, and Committees.
- 2) Regularly scheduled recreational and club meetings.
- 3) Private parties.

6. HOBBY ROOMS

- a. Each high-rise building, is equipped with a hobby room located on the B-2 level. this room is for the exclusive use of Montebello residents and their guests. Persons using the hobby room do so at their own risk and responsibility. The Association assumes no responsibility or liability for any accident or injury in connection with such use or for any loss or damage to personal property. Users agree not to hold the Association liable for any accident or injury resulting from such use. The common area key will open this room. Noise making activities in the hobby room are limited to the hours between 8 a.m. and 10 p.m.
- b. The Hobby Rooms are not intended for storage. All property left in a Hobby Room temporarily should be marked with the owner's name and unit number. Property left more than 48 hours is subject to removal and discard by Management.
- c. Hobby Rooms may not be reserved.
- d. The Hobby Room door must be kept closed and the fan turned on during the use of solvents, paints, and similar materials.

SECTION 9. ARCHITECTURAL DESIGN REVIEW GUIDELINE

1. GENERAL

- a. No exterior alteration or addition may be made without prior application to and approval of the Board of Directors or Covenants Committee, as appropriate, except as noted in this Resolution.
- b. The interior Unit changes identified in this Resolution also require approval.
- c. Certain changes and additions are prohibited by this Resolution.
- d. All Owners are responsible for assuring that changes and additions are made only in accordance with all applicable codes and ordinances and the provisions of this Resolution.

2. DESIGN GUIDELINES

a. Electrical Wiring.

- 1) If a change to the electrical wiring in a Unit does not affect another Unit or the Common Elements, Covenants Committee approval is not required; provided, however, that necessary County permits have been obtained by applicant and further that a copy has been provided to the Managing Agent.
- 2) If any proposed change to the electrical wiring in a Unit would affect another Unit or the Common Elements, or increase the load on the electrical system of the building, the Unit Owner must seek and obtain prior approval of the Covenants Committee.
- 3) In addition to the information required on the application, the application shall contain the following:
 - a) A diagram of the existing wiring system;
 - b) A diagram of the proposed wiring system;
 - c) The existing electrical load of the Unit;
 - d) The electrical load under proposed system;
 - e) A statement as to whether other Unit(s) or Common Elements would be affected by the change and description of how other Unit(s) or Common Elements would be affected;
 - f) Identification of the licensed electrician who will perform the work;
 - g) A time schedule for beginning and completing the proposed change;
 - h) A copy of all applicable permits.
- 4) The Association shall have no responsibility for any damage to person(s) or property resulting from or related to any change in wiring from that originally installed, whether or not such change has the approval of the Covenants Committee, since the Covenants Committee cannot control quality

of workmanship relative to the change, or errors or omissions of pertinent information on the application.

b. Plumbing

- 1) If a change to the plumbing system of a Unit does not affect another Unit or the Common Elements or increase the water consumption of that Unit, approval of the Covenants Committee is not required; provided, however, that necessary County permits must be obtained by applicant with a copy provided to the Management.
- 2) If the proposed change to the plumbing system of a Unit would affect another Unit or the Common Elements, or increase the water consumption of the Unit, the Unit Owner must seek and obtain prior approval of the Covenants Committee.
- 3) In addition to the information required on the application, the application shall also contain the following:
 - a) A diagram of the existing plumbing system;
 - b) A diagram of the proposed plumbing system;
 - c) The water consumption under the existing system;
 - d) The water consumption under the proposed system;
 - e) A statement as to whether other Units or the Common Elements would be affected by the change and a description of how other Units would be affected;
 - f) Identification of the licensed plumber who will perform the work;
 - g) A time schedule for beginning and completing the proposed change;
 - h) A copy of all applicable permits.
- 4) The Association shall have no responsibility for any damage to person(s) or property resulting from or related to any change in plumbing from that originally installed, whether or not such change has the approval of the Covenants Committee, since the Covenants Committee cannot control quality of workmanship relative to the change, or errors or omission of pertinent information on the application.

c. Relocation of Unit Boundaries and Subdivision of Units

- 1) Pursuant to Article 2, Section 2.5 of the Declaration, Article 5, Section 5.7 of the Bylaws, and the provisions of Sections 55-79.69 and 55-79.70 of the Condominium Act, Unit Owners may relocate Unit boundaries between adjoining Units or subdivide Units subject to the following provisions:
 - a) Applications for relocation of Unit boundaries or subdivision of Units are to be submitted to the Board of Directors and approved prior to any change;

- b) Application must be made jointly by the Unit Owners involved;
 - c) Written approval of the Unit's mortgagee, if any, of the proposed relocation of Unit boundaries or subdivisions must be attached to the application.
- 2) While the Board may not unreasonably withhold approval of the proposed relocation or subdivision, it may require that application such relocation or subdivision contain:
- a) A diagram of existing Unit boundaries;
 - b) A diagram of proposed Unit boundaries;
 - c) The proposed re-allocation as between the Units involved or new Units created, as applicable, of the aggregate Common Element Interest appurtenant to those Units;
 - d) The proposed re-allocation as between the Units involved or new Units created, as applicable, of the aggregate number of votes in the Unit Owners Association allocated to those Units;
 - e) Qualifications of the person or firm under contract to perform construction;
 - f) A time schedule for construction and/or demolition of walls and other necessary alterations;
 - g) The name and address of applicants' counsel, if any;
 - h) A copy of all applicable permits;
 - i) A deposit sufficient in the opinion of the Committee may be required to defray, in part, the cost to the Association of preparing and executing all instruments required by §55-79.69 and §55-79.70 of the Condominium Act. If the amount of such deposit is insufficient to cover these costs, the Unit Owner shall promptly, upon notice, remit the remaining amount to the Association. Any excess shall be returned to the Owner after recordation of the instruments required by §55-79.69 and §55-79.70 of the Condominium Act.
 - j) The following may also be required to the extent applicable:
 - 1) Pre-design conference
 - 2) Submission consisting of:
 - i. Letter of Transmittal
 - ii. Floor Plans
 - iii. Ceiling Plan (if applicable)
 - iv. Construction Schedule
 - v. Proposed Contracts
 - vi. Location or Storage Site of Building Materials (if any)
 - vii. Request for Temporary Access (if any)

- viii. Certificate of Insurance of Contractor
 - ix. Such Other Information as the Committee may require.
- 3) Any new walls must, at a minimum, meet the standard of original construction, or current building codes, if such exceed the standards of original construction. Pursuant to Sections 55-79.69(f) and 55-79.79(f) of the Condominium Act, applicants assume responsibility for all costs related to a relocation of boundaries or subdivision of units, including without limitation, all costs relating to preparing and filing amendments to the Declaration and Bylaws, new Plats and Plans, as required by Sections 55-79.69(e) and 55-79.70(e) of the Condominium Act. In the case of boundary relocation, such costs shall be divided between or among applicants as they agree in writing.
 - 4) Construction or demolition of Unit walls may not commence until applicant has met the requirements imposed by the Board of Directors, the Rules and Regulations and this Resolution and all appropriate instruments have been prepared, executed and acknowledged and all fees paid. Construction or demolition must be done in such a way as to not unreasonably disturb or interfere with other residents. Responsibility for removal of any debris resulting from the relocation, including costs if any, shall be borne by the applicants as they shall, in writing, determine among themselves. If the applicants fail to promptly and properly dispose of debris, the Association will take such action and assess the cost against the applicants according to their percentage interests at the time.
 - 5) At all times, Unit Owners and occupants involved must comply with the provisions of Article 5 of the Bylaws.
 - 6) These provisions do not apply to a Unit Owner who has acquired two or more adjoining Units and removes the non-bearing wall dividing partitions. Section 55-79.68(b) of the Condominium Act, Article 5, Section 5.7 of the Bylaws and D below, shall apply in such a case.

d. Combined Units

- 1) Pursuant to Section 55-79.68(b) of the Condominium Act, "If a Unit Owner acquires an adjoining Unit, or an adjoining part of an adjoining Unit, then such Unit Owner shall have the right to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any wall or bearing column is weakened or removed and no portion of any Common Element other than that partition is damaged, destroyed or endangered. Such creation of doorways or other apertures shall not be deemed an alteration of boundaries within the meaning of Section 55-79.69.
- 2) Written application for such a change must be made to and approved by the Covenants Committee prior to commencement of work. Construction and/or demolition of dividing partitions must be done in such a way as to not unreasonable disturb or interfere with other residents. Responsibility for removal

of any debris, including cost, if any, shall be borne by applicant. If applicant fails to promptly and properly dispose of debris, the Association will take such action and assess the costs thereof against the applicant.

3. REQUEST FOR REVIEW PROCEDURES

a. Requirements for All Applications

- 1) Each Unit Owner shall submit his proposal for an addition, alteration or improvement to his Unit in writing, using a Request for Review Form, available from the office and on the Montebello website. The proposal shall contain a description of the project, including, as applicable, the height, width, length, size, shape, color, materials and location of the proposed improvement. Sketches of the proposed treatment and/or photographs of similar completed projects will aid in consideration. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included. The proposal should include a letter describing the proposed addition or alterations.
- 2) Each alteration or addition must be specifically approved even though the intended alteration or improvement conforms to the condominium Instruments, Rules and Regulations or this Resolution, and even when a similar or substantially identical alteration or addition has previously been approved.
- 3) The applicant shall be informed in writing of the decision.
- 4) The reason(s) for approving or not approving the proposal shall be stated as part of the written decision.
- 5) The applicant is free to request reconsideration, if new or additional information which might clarify the request or demonstrate its acceptability can be provided.
- 6) Copies of all Requests for Review will be filed according to Unit Identification Number along with the written decision, which shall state the basis for such decision, and a statement of action taken, if any. There will be a cross-index which groups cases into types, for further reference. This index shall be made available upon request, to any owner considering an alteration or improvement to his Unit.
- 7) Since the Association cannot control work performed within a Unit, the Unit Owner is responsible for assuring that any changes or additions are made in conformance with the Condominium Instruments and this Resolution. Failure to comply subjects the Unit Owner to the remedies set forth in the Condominium Instruments, Rules and Regulations and the Resolutions.
- 8) Approval of any project by the Association does not waive the necessity of obtaining the required governmental permits.
- 9) Obtaining a governmental permit does not waive the need for Association approval.
- 10) The Association shall not knowingly approve a project which is in violation of applicable building or zoning codes.

b. Upon determination by the Association that a project is in fact in violation of building or zoning codes, the approval previously granted by the Board of Directors or the Covenants Committee shall be void. The Committee shall thereupon deliver notice to the owner to cease all work on the project immediately. The owner shall promptly submit a new request to the Covenants Committee showing how the owner proposes to bring the project into compliance with the applicable building or zoning code. The Covenants Committee and/or the Board of Directors, as applicable, may approve the request, or the Covenants Committee and/or the board may disapprove the request. If the request is disapproved or the project cannot be brought into compliance with the applicable building or zoning code, the property shall be restored to its original condition within sixty (60) days from the date of notice sent by the Board or Covenants Committee. Such restoration shall be at the Unit Owners sole cost and responsibility.

c. Additional Requirements for Major Modifications. For major structural changes, the following may also be required by the Committee:

- 1) Where the change affects common utilities (including, without limitation, temporary interruption of utility service), applicants are required to coordinate arrangements with the Association office prior to commencement of work. In any case, common utility service may not be interrupted except between the hours of 8:00 A.M. and 6:00 P.M. on weekdays. Service may not be interrupted on weekends or generally observed holidays.
- 2) Applicants are responsible for removal of debris generated in the course of the change.
- 3) No sawing, hammering or other noisy construction activities are permitted except between the hours of 8:00 A.M. to 6:00 P.M. on weekdays excluding holidays and 10:00 A.M. to 6:00 P.M. on weekends and holidays.
- 4) The committee shall act on the submission and respond within forty-five (45) days after written receipt of the completed applications.

d. Denial of Request. Requests may be denied for any of the following reasons:

- 1) Incomplete or unclear application, in which case it will be returned to applicant with appropriate instructions for re-application;
- 2) Other Unit(s) or Common Elements would be adversely affected by the proposed change;
- 3) A determination that the change would significantly increase water consumption or adversely impact the common water drainage system.
- 4) A determination that the change would significantly increase Common Element electrical consumption or adversely affect the building circuits.
- 5) Other reasons stated and supported by the Covenants Committee or Board, as applicable.

e. Administrative Requirements

- 1) Applicant must inform the Association office of the date on which construction starts.
- 2) If applicant desires to make changes during construction, a revised application must be submitted to the Covenants Committee which shall promptly act upon the revised application.
- 3) Applicant must provide the Association with notice of completion.
- 4) Upon completion, the board or Covenants Committee will inspect the Unit and Common Elements and, if satisfied that construction is in compliance with approved plans, will issue a Certificate of Compliance.

f. Completion of Structure. Construction in accordance with an approved plan or specification must be commenced within six (6) months after such approval, and completed within sixty (60) days after date of commencement unless otherwise authorized by the Covenants Committee at the Unit Owner's reasonable request. If not commenced and completed as provided herein, then the approval will be considered null and void and a new application must be made. Construction must be completed as approved; any deviation will be considered a violation.

4. PROCEDURES FOR MONITORING ARCHITECTURAL COMPLIANCE.

The Covenants Committee shall periodically survey the property for compliance with design standards.

SECTION 10. DUE PROCESS PROCEDURES

1. VIOLATIONS OF THE CONDOMINIUM ACT, CONDOMINIUM INSTRUMENTS, BOOK OF RESOLUTIONS – all text is deleted and replaced. Part B, Interpretive Rulings, is unchanged. Summary language in Part A is as follows:

Definitions and forms, such as the Rules Complaint Form and the Supplemental Rules Complaint Form, are added. Initial review of the complaint and investigation shall be conducted by the General Manager (GM). If informal attempts to resolve the complaint are not successful, the GM, alleged violator and/or complainant may request action by the Covenants Committee. Notification of hearings and hearing results shall be provided in compliance with the Virginia Condominium Act. Procedures for hearings, appearance of counsel and recusal of Committee members are provided. Decisions by the Committee may be appealed to the Board for review and/or a new hearing, at the Board's discretion.

a. Actions Prior to Initiation of Formal Special Resolutions Process.

- 1) Any UNIT OWNER of the Association or Management has the authority to request that a UNIT OWNER cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal request should

be made before the formal process is initiated. Management may suspend the right of a UNIT OWNER to use any facility for a maximum period of seventy-two (72) hours if such UNIT OWNER's use of the facility is in violation of the rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or correct the violation has not been heeded.

- 2) The Board or Management may make initial attempts to secure compliance through correspondence to the UNIT OWNER which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy shall be sent to counsel for the Association.
- 3) In the case of disputes between Owners regarding activities within the Units or the appurtenant Limited Common Elements, the Association will generally not become involved in the dispute or act on a complaint, unless two or more parties have complained in writing.

- b. Written Complaint.** If the actions described in Paragraph 1 prove unsuccessful, the Special Resolutions Process shall be initiated upon the filing of a written complaint with the Covenants Committee (hereinafter referred to as "Committee:). The complaint shall be a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the UNIT OWNER S(hereinafter referred to as "respondent") is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Condominium Act, the Condominium Instruments, Rules and Regulations or the Book of Resolutions which the respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places, acts or omissions and persons involved. If the problem involves a pet, the complainant should identify the pet, if possible.
- c. Preliminary Investigation.** Upon receipt and consideration of the written complaint, the Committee may request the Management or a member of the Committee to make a preliminary investigation as to the validity of the complaint and partly report the findings to the Committee. If the violation has been corrected or the complaint is invalid for any reason, the Committee shall determine the appropriate disposition of the matter and respond in writing to the complainant. If preliminary investigation indicates the need for further action, then the Committee shall establish a hearing date. The Committee shall serve the respondent with a complaint, Notice of Hearing and Notice of Defense and shall serve the complainant with a Notice of Hearing.
- d. Notice of Hearing.** The Covenants Committee shall serve a Notice of Hearing on all parties at least fourteen (14) days prior to the hearing by either of the following means: (1) personal service or (2) registered or certified mail, return receipt requested, and addressed to the parties at the address appearing on the books of the Association. Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The Notice of Hearing sent to the parties shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Committee at _____ on _____ day of _____, _____, at the hour of _____, upon the charges

made in the complaint served upon _____ . You may be present at the hearing, may, but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to examine and cross-examine all witnesses." If any party can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date.

- e. **Service of Complaint.** The Committee shall serve a copy of the complaint on the respondent along with the Notice of Hearing.
- f. **Notice of Hearing.** Service of the Notice of Hearing and complaint shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the respondent may:
 - 1) Attend a hearing before the Committee as hereinafter provided;
 - 2) Object to the complaint on the grounds that it does not state the acts or omissions upon which the Committee may proceed;
 - 3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare proper defense; or
 - 4) Admit to the complaint in whole or in part. In such event, the Committee shall meet to determine appropriate action or penalty, if any.

Any objections to the form or substance of the complaint shall be considered by the Committee within ten (10) days of their receipt. The Committee shall make its determination and notify all parties within said ten-day period. If the complaint is found insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Committee that the complaint is still insufficient, then the matter shall be dismissed by the Committee.

- g. **Cease and Desist Request.** If the Committee, after receipt and investigation of the Complaint, makes a finding of fact in writing that the public interest of the Condominium or the health, safety and/or welfare of its UNIT OWNER will be irrevocably harmed by delay, it may issue a temporary cease and desist order. Prior to issuing the temporary cease and desist order, the Committee shall give notice of the proposal to issue a temporary cease and desist order to the person. The temporary cease and desist order shall include in its terms a provision that upon request a hearing will be held promptly to determine whether or not it becomes permanent.

If the Committee determines, subsequent to the notice and hearing, that a person has violated any provision of the Condominium Act, the Condominium Instrument, Rules and Regulation or the Book of Resolutions, it may issue an order requiring that person to cease and desist from such unlawful violation.

- h. **Amended or Supplemental Complaints.** At any time prior to the hearing date, the

Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended supplemental complaint presents new charges, the Committee shall afford the respondent a reasonable opportunity to prepare proper defense thereto.

- i. **Discovery.** Upon written request to the other party, made at least five (5) days prior to the hearing, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the other party; and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request for discovery has not been complied with shall submit a petition to request discovery to the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.
- j. **Statements.** Sworn statements may be introduced into evidence by a party if a copy of the statement is mailed or delivered to the opposing party at least five (5) days prior to the introduction of the statement. The sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally unless the opposing party, within three (3) days after receipt of the statement, mails or delivers to the party seeking to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may not be introduced in evidence.
- k. **Constraints on the Committee.** It shall be incumbent upon each member of the Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose the same to the Committee and shall not participate in the proceedings. Any member of the Committee has the right to challenge any other member he believes is unable to function in a disinterested and objective manner.

Prior to the hearing, the complainant and the respondent may challenge any member of the Committee for cause. In the event of such a challenge, the Board shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the President, or Vice President, if the President is the subject of the challenge, shall, at that time, appoint another person to replace the challenged member of the Committee. All decisions of the Board in this regard shall be final.

I. Hearing.

- 1) The Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an Owner or a member of the Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely even though the common law or statutory rule might make the admission of such evidence improper. Hearsay evidence may be used for the purpose of supplementing

or explaining other evidence but shall not be sufficient in itself to support a finding.

- 2) Neither the complainant nor the respondent must be in attendance at the hearing. At the request of either the complainant or the respondent, the Committee may agree to conduct the hearing in private session.
 - 3) Each party shall have the right to do the following, but may waive any or all of these rights:
 - a) make an opening statement;
 - b) introduce evidence, testimony and witnesses;
 - c) cross-examine opposing witnesses;
 - d) rebut evidence and testimony;
 - e) make a closing statement.
 - 4) The complainant and/or the respondent may be called and questioned regardless of whether they testify in their own behalf.
 - 5) Whenever the Committee has commenced to hear the matter and a member of the Committee withdraws prior to a final determination, the remaining members shall continue to hear the case and the Committee Chairperson shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.
- m. Decision.** To be effective a decision of the Committee shall be a majority vote. The decision shall normally be issued within forty-five (45) days of the conclusion of the hearing. The decision shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the parties.
- n. Suspension of Privileges.** Disciplinary action imposed by the committee may include suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing infraction (including non-payment of any assessment after the same became delinquent, suspension may be imposed for so long as the violation continues.

2. INTERPRETIVE RULINGS

a. Purpose of Rulings. Rulings of the Committee may serve to:

- 1) clarify the intent of provisions of the Condominium Instruments, Rules and Regulations or Book of Resolutions,
- 2) decide on the consistency of any such provisions with the other provisions of the Condominium Act, the Condominium Instruments, Rules and Regulations or the Book of Resolutions or,
- 3) decide whether or not a rule, regulation or resolution was duly adopted. The purpose is not to amend, expand or limit the provisions of those documents,

although the Committee may propose such amendments, expansions or limits in the statements accompanying a ruling.

b. Petitions.

1) Any Owner, Officer or Director of the Association or the Managing Agent may petition the Committee for an interpretive ruling by filing a petition directed to the Committee at the Association Office.

2) The petition must be legibly written in substantially the following form:

The party(is) below request the Committee to issue an interpretive ruling on the following provisions of the governing documents and regulations of the Association:

The issue in question is:

Response should be sent to:

c. Decisions. The Committee shall have forty-five (45) days from receipt of such petition to issue an interpretive ruling. This time period may be extended by the Committee at its discretion. Copies of the ruling shall be distributed to the parties and shall be included in Part 3 of the Book of Resolutions. A summary of the ruling will be placed in the Association newsletter. All rulings shall state the authority for such ruling and the basis of the decision.

3. APPEALS

a. Rights of Owners. Final decisions of the Committee may be appealed by any party provided that an Appeal Petition is filed with the Board within thirty (30) days following the decision of the Covenants Committee. An Appeal Petition filed more than thirty (30) days after the decision of the Covenants Committee shall be untimely filed and the decision of the Committee shall stand in its entirety.

The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear the appeal. In the event that the Board elects to hear the appeal, a hearing de novo shall be scheduled by the Board and notice thereof given to both the complainant and the respondent. If the Board elects not to conduct a de novo hearing, it shall issue a written decision in which the decision of the Covenants Committee may be affirmed in its entirety, modified or reversed.

b. Appeals Petitions. Appeals petitions must be legibly written and be submitted to the Board in substantially the following form:

(I)(We), hereby petition the Board of Directors to hear an appeal of the decision of the

Committee (Application) (Case) No._____.

(I)(We) further understand that within the Association, the decision of the Board of Directors on this issue is final.

- c. **Notice of Hearing.** In the event that the Board elects to conduct a de novo hearing, notice of hearing shall be given as provided in Paragraph A-5 of this Resolution except that it shall be served by the Board.
- d. **De Novo Hearing Procedures.** All of the rights and procedures set forth in Paragraph A above shall apply to de novo hearings conducted by the Board with the substitution of the words "Board" wherever the words "Committee" appears.
- e. **Decision.** If the Board conducts a de novo hearing as a result of the Appeal Petition, the decision of the Board shall be by a majority vote. Such decision shall be issued within thirty (30) days of the conclusion of the de novo hearing and shall be in writing, with copies of the decision distributed to the parties.
- f. **Further Action.** An Owner must exhaust all available remedies of the Association prescribed by this resolution before resorting to a court of law for relief with respect to an alleged violation by another Owner of any provision of the Condominium Instruments or Book of Resolutions. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

4. SPECIAL RESOLUTIONS.

The decisions made by the Committee or Board, as applicable, pursuant to Paragraphs A-C hereof, shall be recorded in Part III of the Book of Resolutions as "Special Resolutions" and shall be substantially in the form of Exhibits "A" through "C" , enclosed.

5. RESIDENT

- a. If the person charged with a violation of the Condominium Act, Condominium Instruments, Rules and Regulations or Book of Resolutions is a resident, the owner of the unit in which the resident resides shall be considered a respondent and as a party to the action shall receive certified copies of the following:
 - 1) Notice that the Association suspended the right of the resident to use an Association facility pursuant to Paragraph A.1 above.
 - 2) Any correspondence sent to resident by the Association pursuant to Section 1.a. above.
 - 3) The written complaint received by the Committee pursuant to Section 1-b above.
 - 4) Any written response by the Committee pursuant to Paragraph 1.c above or, if a preliminary investigation by the Committee indicates further action is necessary, the Complaint, Notice of Hearing and Notice of Defense provided by the Committee to the resident pursuant to Paragraphs 1.d, e, f respectively and a copy of any Cease and Desist request issued pursuant to Paragraph

1.g above.

- 5) Any amended or supplemental complaint received by the Committee pursuant to Paragraph 1-h above.
- 6) The decision issued by the Committee pursuant to Paragraph 1-m above.
- 7) An Appeals Petition made by resident with respect to the matter and a copy of the Notice of Hearing of the Appeal.

b. The Owner shall have all rights provided in Paragraph A including the right to appeal.

6. CONSTRUCTION

- a. This resolution is intended to assure that due process is provided to Owners in proceedings before the Committee and the Board to enforce the Condominium Instruments, Rules and Regulations and Book of Resolutions and to serve as a guideline for such proceedings.
- b. The Committee or the Board, as appropriate, may determine the specific manner in which the provisions of this resolution are to be implemented, provided that due process is protected.
- c. Any inadvertent omission or failure to conduct proceedings in exact conformity with this resolution shall not invalidate the results of such proceedings, as long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this resolution
- d. "Due process," as used in this resolution, refers to the following basic rights:
 - 1) The charges shall be provided to the Owner and also to the Resident, if applicable.
 - 2) A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
 - 3) An opportunity to appeal shall be available.
 - 4) Basic principles of fairness shall be applied.

EXHIBIT A

MONTEBELLO CONDOMINIUM UNIT OWNERS ASSOCIATION
RESOLUTIONS ACTION RECORDED
SPECIAL RESOLUTION NO.

Date: _____

Pertaining to Complaint by

_____ against _____

_____.

Date of Receipt of Complaint: _____

Date of Service of Notice of Hearing: _____

Date of Cease and Desist Request Issued, if applicable: _____

Date of Hearing: _____

1. Provisions of Condominium Instruments, Rules and Regulations or Board Resolutions allegedly violated.

2. Explanation of facts, as determined by the Committee as a result of the hearing.

3. Finding of Committee (including majority and minority opinions).

4. Action taken by Committee.

EXHIBIT B

MONTEBELLO UNIT OWNERS ASSOCIATION
RESOLUTIONS ACTION RECORDED
SPECIAL RESOLUTION NO.

Date: _____

Pertaining to Request for interpretive ruling of Section _____ of the

Date of Receipt of Request: _____

Ruling of Committee (including majority and minority opinions.)

EXHIBIT C
MONTEBELLO CONDOMINIUM UNIT OWNERS ASSOCIATION
RESOLUTIONS ACTION RECORDED
SPECIAL RESOLUTION NO. ____

Date: _____

Appeal of Special Resolution No. _____

Appeal Petition filed by: _____

Date Appeal Petition filed: _____

Date Board determined to hear or decline to hear Appeal: _____

Basis for Board's decision to hear or decline to hear the Appeal Petition. If the Board determines to hear Appeal:

1. Date of Service of Notice of Hearing: _____

2. Date of Hearing: _____

3. Findings of the Board.

4. Action taken by the Board.

SECTION 11. PRODUCTION OF BOOKS AND RECORDS

- 1. GENERAL.** In accordance with Article 3 of the Montebello Bylaws and Section 55-79.74:1 of the Virginia Condominium Act, the following guidelines and procedures apply:
 - a.** All records of the receipts and expenditures affecting the operation and administration of the Condominium and specifying the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association, minutes of the meetings of the unit owners' association and the executive organ, and any other records pertaining to the Condominium, including the names and addresses of the UNIT OWNERS, shall be available for examination by all the UNIT OWNERS and contract purchasers of a unit in the Condominium, unless exempted from disclosure pursuant to the Virginia Condominium Act.
 - b.** Management shall initially determine whether an exemption from disclosure applies to the request. If the owner disagrees with the determination of Management, or believes the Board should disclose the information notwithstanding the exemption, the decision of Management may be appealed by letter to the Board of Directors.
 - c.** The Board of Directors may choose to disclose information subject to the exemption if it believes such disclosure is in the best interests of the Association.
 - d.** Any request must reasonably describe the records sought and must be made in writing.

- 2. PLACE AND TIME**
 - a.** Documents requested for reviewing may be reviewed between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday on normal business days at the Association's Management office.
 - b.** Material such as the condominium instruments, minutes of meetings, Board packages and newsletters are available for viewing only by UNIT OWNERS or contract purchasers whenever the Association Office is open after regular hours and on weekends.
 - c.** The Association will provide copies by mail if the requestor pays for the actual costs of copying and mailing in advance. The request must specifically describe the documents and number of copies desired in writing to the Association.
 - d.** Production of records for inspection or copying that are archived will require ten days advance written notice to Management before they are available and/or copied. Availability of other records will be made within a reasonable time after the request, depending upon the amount of research necessary to produce the records.

- 3. CHARGES FOR THE ACTUAL COSTS AND WAIVERS**
 - a.** Requesters must pay a charge, reflecting the actual costs of materials and labor expended prior to receiving copies of any books and records.
 - b.** No charge will be made by the Association if, in the judgment of Management, the cost of collecting and processing for the document is likely to equal or exceed the amount of the charge itself.