

Watergate at Landmark Rules and Regulations



WATERGATE AT LANDMARK
CONDOMINIUM UNIT OWNERS ASSOCIATION

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WATERGATE AT LANDMARK

RULES AND REGULATIONS

(with Amendments through August 27, 2019)

These are the current **Rules and Regulations** governing the Watergate at Landmark buildings, lobbies, common areas and grounds. Some rules even address activities within a unit, particularly when they affect the quality of life for your neighbors or the liability of the Association. Many of these rules have been in place since the early days of the community in the 1970s. Some have been revised or modified over the years and some just recently. The purpose of this document is to let you know the rules at Watergate at Landmark and provide an easy reference to such.

The Rules and Regulations are largely based upon Resolutions approved by your Board of Directors during their monthly Board meetings. In addition to the Rules and Regulations governing the community's residents, owners and residents of Watergate at Landmark are also bound by authority within the Association's Bylaws, Declaration, certain statutes, codes and the Virginia Condominium Act.

The role of the Association's Board of Directors, according to the Community Association Institute, is to set policies, standards, procedures, programs and budgets for the condominium association. At Watergate at Landmark, the Board, comprised of nine (9) resident owners, generally meets the last Tuesday of the month at 7:30 p.m. in the Terrace Lounge. Additionally, there is a Treasurer and a Secretary serving the Association. Residents are welcome and encouraged to attend these meetings as well as those held by various committees, which include Arts & Entertainment, Budget, Covenants, Infrastructure, Landscape, Pet, Project Review, Recreation, Seniors, Social and Youth. These groups are often consulted when policies affect their membership and mission.

In addition to imposing and enforcing rules, the Association is here to support and help you as you make Watergate at Landmark your new home and community.

The Appendix contains some frequently needed forms for typical actions taken here that should further facilitate your ease and success of settling in.

Welcome to Watergate at Landmark!

RULES AND REGULATIONS

Table of Contents

Section 1: Use of the Common Elements	1
Section 2: Daily Use of Your Unit and Limited Common Elements	17
Section 3: Watergate At Landmark Code of Conduct	27
Section 4: Use of Recreational and Social Facilities	28
Section 5: Renovations and Architectural Restrictions and Guidelines	55
Section 6: Pet Rules and Regulations	72
Section 7: Internal Complaint Policy	78
Section 8: Other Important Policies	84
Section 9: General and Miscellaneous Information	100
Appendix	
Index	

SECTION 1: USE OF THE COMMON ELEMENTS

MOVES AND PROPERTY TRANSFERS

1. Definitions

- a. "Move-In or Move-Out" refers to moving items into or out of the Condominium in conjunction with the beginning or end of the occupancy of a unit. This definition includes moving construction equipment into or out of a unit to perform renovations to the unit without occupying a unit and subsequently selling the unit once the renovations are completed.
- b. "Property Transfer" refers to moving of any large items or other substantial personal property into or out of a unit, including moving large items from one unit to another unit in the condominium. This definition includes deliveries of furniture and other large items of personal property.

2. Scheduling

- a. A Move-In or Move-Out of a condominium unit is only permitted 9:30 a.m. – 6 p.m. Monday through Friday. A Move-In or Move-out of the Condominium is prohibited on Federal holidays and on weekends unless prior written approval of Association Management is obtained.
- b. Property Transfers require prior approval by Association Management. A request for a Property Transfer must include a list of all items (no more than 10) to be transferred and the proposed date and time of the Property Transfer.
- c. Property Transfers are permitted from 9:30 a.m. to 6 p.m. Mondays through Fridays; and Saturdays, Sundays and Federal holidays from 10 a.m. to 4:30 p.m. [in which the Resident Services Office is open]. Property Transfers may not exceed one hour in duration except as otherwise permitted by Association Management in writing.
- d. Property Transfers will be limited to no more than five per calendar year per unit. Of those, no more than three can occur in one month.
- e. Moving trucks and delivery vehicles must exit the property by 6 p.m. (and 4:30 p.m. for Property Transfers scheduled on a Saturday).
- f. A Move-In, Move-Out or Property Transfer must be scheduled at least 24 hours in advance of the anticipated date of the Move-In, Move-Out or Property Transfer.
- g. Residents moving in or out must complete a Move Agreement before their move date.

- h. Only one Move-In or Move-Out may be scheduled per day for any building, unless prior written approval of Association Management is obtained. Moves will be scheduled on a first-come, first-served basis based on the time of submission of the move request.
- i. Notices of scheduled moves will be placed on bulletin boards adjacent to the “G-level” elevator doors at least 24 hours prior to the scheduled Move-In or Move-Out. Schedules are subject to change.

3. Elevators

- a. Use of the service elevator for a Move-In, Move-Out or Property Transfer requires prior written approval of Association Management.
- b. Requests to use the service elevator must be made at least 24 hours in advance and are approved on a first-come, first-served basis in accordance with the timing of the submission of the request.
- c. [On the day of the move] , an elevator key will be issued by Association Management for a Move-In, Move-Out. Only current unit owners and residents may be issued an elevator key. A valid ID is required to pick up the elevator key.
- d. Elevator doors shall not be propped open. Any damage to the service elevators by forcibly propping the doors open will be the responsibility of the unit owner reserving the elevator. If the elevator doors must be kept open, the unit owner or resident must use the elevator key to lock off the elevator. Once loading or unloading from the elevator is completed, the elevator must be unlocked for other transfers or package delivery contractors.
- e. Only the service elevator may be used for a Move-In, Move-Out or Property Transfer. Passenger elevators may not be used under any circumstances, unless authorized by Management.

4. Charges

- a. Move-In/Move-Out Fee: At the time of submission of a request for a Move-In or Move-Out of the Condominium, a one-time, non-refundable Move-In/Move-Out Fee is due in accordance with the Association Schedule of Assessment and Fees. The Move-In/Move-Out Fee is applicable for a Move-In and a Move-Out of the Condominium.
- b. Property Transfer Fee: Property Transfers in excess of one hour in duration, or during which more items than included in the scheduling request are transferred, will be assessed a Property Transfer Fee in accordance with the Association Schedule of Assessments and Fees.

Source: Policy Resolution #105: Move and Property Rules (August 27, 2019)

PROPERTY ACCESS

1. Resident Gate Access Details - Decals & Lanes

- a. WAL resident parking decals must be obtained by residents registering their vehicles through the Resident Services Office (located in the Community Center). VACDs may also be obtained.
- b. Vehicles displaying a valid WAL Resident parking decal that do NOT have a functioning VACD may NOT access the property through the automatic Front and Back Gate Resident lanes. These vehicles may only access the property through the Front Gate Visitor's lane. Patrol Services Officers will report violations of this requirement to the Resident Services Office for action.
- c. Access through the automatic gates at the Front and Back Gate Resident lanes will be granted only to those vehicles displaying both a valid WAL Resident parking decal AND a valid VACD. WAL resident parking decals should be attached to:
 - Rear window on driver's side
 - Side rear window on driver's side
 - Windshield on driver's side (only for vehicles with tinted rear windows)
- d. Residents may enter the community through the Front Gate (Visitor's lane only) and Back Gate in a taxi cab or with non-resident drivers upon provision of proper identification attesting to residency. Residents with loaner cars may enter through the Front Gate, Visitor's lane to obtain a 24-hour parking pass. For residents who will have their loaner car for longer periods of time, extended parking passes and a temporary VACD may be requested at the Resident Services Office.

2. Access to Watergate at Landmark

- a. All vehicles registered to WAL Residents must display a current WAL Resident parking decal and a Vehicle Access Card Decal (VACD). Vehicles with both decals may enter through the Yoakum Parkway entrance (Front Gate, Resident's lane) or through the Stultz Road entrance (Back Gate).
- b. Guests, employees, trades people, delivery men and other invitees will be admitted by the Patrol Services Officer via the Front Gate after proper identification has been established. Standard procedure for proper identification requires that the Patrol Services Officer check if the resident has called in advance or has left the guest's name on the computer registration system.
- c. Residents who are expecting ten (10) or more guests should provide the Patrol Services Department with a list of their names 24 hours in advance or

note their names on the computer registration system in order to expedite their admittance to the property.

- d. Residents expecting guests should notify Patrol Services. When the guests arrive, they will be admitted. When residents announce their guests by calling in advance to the Patrol Services Department, the Patrol Services Officer is authorized to allow that guest entrance to the property without calling the resident, unless a specific request for notification upon arrival is made. However, if the Patrol Services Department has not received advance notice of a resident expecting a guest, the Patrol Services Officer will phone the appropriate resident prior to permitting the guest(s) to enter. *In the event the resident cannot be reached, the guest(s) will be turned away.*
- e. Please inform expected guests and trades people visiting Watergate at Landmark of these access procedures.

3. Access to Individual Buildings

- a. Residents must use a FOB to access their residential building.
- b. FOBs may be purchased by residents through the Resident Services Office. Resident FOBS are programmed according to the building in which a resident lives. A resident's FOB will allow entry to that person's residential building and the Community Center, not the other residential buildings. In the event a resident misplaces or leaves their FOB in their unit, the resident should telephone their unit through the access control panel located outside near the building entrance and have an occupant of the unit dial 9 on their phone to activate the electric lobby door lock for access. If no one is in the unit, Patrol Services may be called to assist. Access will only be granted, however, after a Patrol Services Officer verifies proper identification and residency. [A lockout fee may apply for repeated lock-out requests.]
- c. Guests may obtain entrance to a condominium building only through the front lobby or service elevator entrance on the GROUND LEVEL entrances by pressing the three-digit code posted on the Door King access control panel for the resident they wish to visit. Once the code is pressed, a resident's phone will ring and they should then press 9 on their phone to open the lobby door locks and allow the guest to enter.
- d. Vehicle access to the various garage levels is restricted to residents who either own or rent a garage space and those authorized by owners to utilize a garage space. Unauthorized vehicles may be immobilized or towed away without notice at the owner's expense and risk.

4. Unit Access

- a. Access to individual units is by use of a unit key only. [Note: WAL-approved cipher locks are permissible.]
- b. All resident unit doors must be kept closed. Nothing should be placed at the door which would prevent its closing and latching.
- c. Residents are reminded that upon closing their unit door, it will lock automatically.

5. Common Area Access

Access to the WAL Community Center as well as locked common areas within a residential building (such as a storage room) is by FOB.

Sources: Policy Resolution #88: Property Access (January 28, 2014) and Policy Resolution #96: Renovation & Design Restrictions and Policies (January 29, 2019)

PARKING AND TOWING

These rules will NOT apply to emergency vehicles parked on a temporary basis.

All persons operating motor vehicles on Watergate property will obey posted traffic signs and provisions of the traffic ordinances of the City of Alexandria. The speed limits on the property will be 15 mph on roadways and 5 mph in the garages.

Management is directed to implement and enforce these parking rules and is hereby delegated such authority as is reasonably needed to do so.

1. Parking Passes/Decals

- a. Parking of vehicles without a valid Watergate parking pass or decal is prohibited. Parking passes and decals must be properly displayed (passes displayed on dashboard; resident/guest decal affixed with decal adhesive, rather than tape).
- b. The number of WAL resident parking decals that may be issued for any given unit will be restricted based on its model type as follows: two for Models A, B or C; three for Models D, E, F, G, or H; and four for Models J, K and L. Exceptions to this restriction may be made only with the express approval of the Board of Directors and Chief of Patrol Services on a per-unit basis.

- c. Residents may purchase frequent visitor passes for guests with an option to obtain a vehicle access control device (VACD) and a guest parking decal at an initial cost and yearly reactivation fee.
- d. Visitor parking passes provided by Patrol Services Officers will be valid for up to 48 hours. Patrol Services may renew visitor parking passes with resident authorization; however, owners and residents anticipating longer periods of parking in common element parking areas are directed to obtain long-term parking permits from the Resident Services Office. When visitor parking restrictions are in effect, vehicles with visitor parking passes and decals may be directed to park elsewhere. At all other times, visitors may park in any outdoor uncovered parking space.
- e. Residents and guests are authorized one 30-day temporary pass per vehicle that is non-renewable. Management may exercise discretion regarding an exception in extreme circumstances.
- f. Only the Board is authorized to impose visitor parking rules during holiday periods. Management is authorized to suspend visitor parking during other time frames in which exceptional demand for parking relative to available capacity is anticipated, including periods when construction or other work being done for the Association may infringe on common element parking areas.

2. Use of Parking Spaces/Restrictions/Handicapped Parking

- a. Parking or leaving a vehicle unattended in any lane used for emergency vehicle easement (fire lane), handicap parking access, garage driveway, or front building entrance, or in a manner that blocks a loading dock, is prohibited.
- b. Vehicle covers, defined as material of any type that goes over and around a motor vehicle and is not part of the vehicle, are permitted only if they are of dark or neutral colors; are fitted to the vehicles that they cover and not visibly lashed or tied to the vehicles; leave license plates visible (except for motorcycles, mopeds, and motor scooters); and can be lifted if necessary to verify parking passes and WAL decals. Plastic tarps or visibly torn covers are prohibited.
- c. Only vehicles displaying handicapped license plates or handicapped hang tags are permitted to park in marked handicapped parking spaces. Parking spaces marked as reserved for specific vehicles will be used only by those vehicles and may not be used by other vehicles.
- d. Except in cases specifically authorized by Management, vehicles of all types will be parked between painted parking lines so as not to occupy more than one parking space in any authorized area, and will not overhang sidewalks or grass in ways that may impede safe passage by pedestrians or persons with disabilities. Management may grant exceptions to this rule to accommodate

large commercial vehicles performing work for the Association and under other circumstances deemed appropriate on a discretionary basis.

- e. Parking of motor vehicles of any size or description in an outside parking space for periods in excess of thirty days without movement is prohibited.

3. Small Vehicles (i.e., motorcycles, mopeds, etc.)

Motorcycles, mopeds and motor scooters may be parked in enclosed and underground parking spaces assigned to the authorized parking space user, but vehicles so parked will nevertheless be subject to these rules in all respects. These vehicles also may be parked in Common Element parking areas, but only in spaces designated for them.

4. Regulated Vehicles

- a. The term “Regulated Vehicle” applies to any: commercial vehicle; tractor; trailer or other towed wheeled vehicle; bus; boat, except when mounted for transport on motor-vehicle carrying racks or wholly within the bed of a pickup truck (for a period not to exceed 72 hours); step van; tow truck; taxi with symbol; vehicles registered for hire; vehicle having more than two axles; recreational vehicle, motor home, or camper; all-terrain vehicle (ATV); vehicle modified with visible agriculture, construction or industrial equipment; and a vehicle whose exterior shows commercial markings, signs, displays, tools or mounted equipment, racks, ladders, inventory for sale or installation or other items that clearly indicate non-personal use.
- b. Owners, residents, and guests wishing to park a regulated vehicle on Association property on an overnight basis, including any limited common element, must request approval to do so from the Covenants Committee, which will evaluate requests in coordination with Patrol Services on the basis of safety in and around the property arising from the physical profile of the regulated vehicle and the availability of space to accommodate the request. The outcome of each request made under this section will be documented and reported to Management and the Board of Directors. Management will not issue a long-term parking pass or register a regulated vehicle except with notification from the Covenants Committee that this requirement has been satisfied. Reapproval is required annually to coincide with annual re-registration.
- c. Commercial vehicles under contract for a resident or doing business for the Association may park in uncovered parking areas no earlier than 8 a.m. and must depart no later than 6 p.m. unless Management authorizes overnight parking for exceptional circumstances.

5. Vehicle Maintenance

- a. Repair of vehicles on the common elements, and limited common area will be

limited to ordinary light maintenance, including adding (but not draining or changing) engine oil, coolant, or other fluids; inflating or changing tires; cleaning windows; replacing windshield wiper blades; and emergency repairs strictly as may be necessary to enable removal of a vehicle from the common elements. In effecting emergency repairs, no vehicle placed on jacks or blocks may be left unattended. Any repair or maintenance of vehicles on the common elements in excess of ordinary light maintenance or emergency repairs is prohibited in accordance with the provisions of the Bylaws.

- b. Owners whose vehicles are found to be responsible for spilling or leaking of vehicle fluids that may reasonably be expected to stain or damage driving or parking surfaces, soil, or the general environment of the property will remove the vehicles to an offsite location as soon as practical upon notification of the need to do so by Management or Patrol Services. Patrol Services may tow any such vehicle that is not moved in a timely manner, and Management may assess the owner of such a vehicle for cleaning and/or repairs to any part of the property that may be affected.

Source: Policy Resolution #16: Parking and Towing Rules (August 27, 2019)

BICYCLE REGISTRATION AND STORAGE

1. Registration/Decals

- a. In order to identify and contact owners of bicycles which are lost, stolen or (potentially) abandoned on Watergate at Landmark property, a registration system is in place. Registration is required of all residents storing bicycles in garage racks and offered on an optional basis to all other bicycle owners not using garage racks.
- b. Management provides a free decal to all residents for their bicycles; bicycle registration is available annually as part of the Annual Re-Registration as well as through the Resident Services Office in the Community Center. This enables Patrol Services to contact bicycle owners if required.

2. Storage: Do's and Don'ts

- a. Storage of bicycles in an assigned basement storage locker and bicycle racks provided by the Association in building garages is a privilege available to all residents.
- b. Storage of bicycles on balconies, in parking garages (with the exception of bicycle racks or in the front of a garage parking space against the wall) in any other common area is prohibited; residents desiring to store bicycles in their parking space must request installation of a D-ring by the Association. Automobiles must still fit within the boundaries of the garage parking space when the bicycle is properly secured.

3. Theft/Abandonment

- a. The Association is not responsible for theft or damages to bicycles.
- b. Bicycles that are not serviceable or not displaying current WAL decals will be removed, stored for 30 days and, following reasonable notice of such to the community and owner if still in residence, be disposed of by the Association as necessary as abandoned property.

Source: Administrative Resolution #42: Bicycle Registration/Storage (October 31, 2017)

CAR WASH

1. Hours of Operation/Usage & Restrictions

- a. The car wash is open from dawn until dusk provided the outdoor temperature is 40 degrees Fahrenheit or above. CAR WASH PARKING - Between the hours of dusk and dawn, the car wash parking spaces may be used by any resident or guest for parking.
- b. The car wash is for the use of WAL residents only. All vehicles must display a current WAL Resident Parking Decal on the window.
- c. No engine or parts cleaning is allowed.
- d. Cars must be moved from the wash area when finished.

2. Etiquette

- a. No loud music or other noise is permitted by those using the car wash.
- b. All trash, rags and other discarded cleaning items must be placed in the trash cans that are provided.
- c. Avoid overspray onto adjacent vehicles.
- d. Turn off water and wind up the hoses when you are finished using them.

Source: Policy Resolution #87: Car Wash Rules (August 30, 2011)

LAUNDRY ROOMS

For the added convenience of residents, there is a laundry room with coin-operated commercial washers and dryers located on the B-1 level in Buildings 1 and 2 and on the ground level in Buildings 3 and 4.

The Association assumes no responsibility for clothing and other articles that are damaged in these washers and dryers or for items left in laundry rooms.

Any resident encountering problems with the operation of the washers or dryers should promptly notify the Resident Services Office at 703-370-7000. (See Schedule of Fees for cost of using the machines).

STORAGE ROOMS

Your common area FOB will admit you to your storage room between the hours of 7 a.m. to 10 p.m. daily.

TRASH ROOMS

The trash room on each floor is located opposite the entrance to the freight elevator. Each trash room has a trash chute for general non-recyclable trash. Out of consideration for your neighbors, the trash chutes are to be used only between the hours of 7 a.m. through 11 p.m.

Please inform every member of your household, as well as housekeepers and contractors, of the following WAL trash room requirements.

RECYCLING

Watergate at Landmark practices “single stream” recycling, which allows all recyclables to be placed in the same container. The following is a list of general guidelines residents are expected to follow.

1. General Guidelines for Onsite Recycling

- a. Glass and plastic bottles, jars and cans, and empty aerosol cans, should be placed in the recycling containers.
- b. Small boxes such as those used for snacks, crackers and cereal should be broken down (flattened) and placed in the recycling containers.
- c. Newspapers, magazines, junk mail, phone books, office and other miscellaneous paper should be placed in the recycling containers.
- d. Shredded paper should be placed in the recycling container (within a plastic grocery bag that is tied tightly).

The above description is not intended to be all-inclusive regarding the WAL recycling policy. For additional information, please refer to the detailed recycling

and trash room postings on trash room walls and www.watergateatlandmark.com. Also refer to the City of Alexandria's policy site: <http://www.alexandriava.gov/Recycling>, which Watergate at Landmark follows for current information and updates.

2. Offsite Disposal for Hazardous Waste

Paint, electronics, batteries (other than alkaline) and all other items considered hazardous to the environment may **not** be disposed of at Watergate. These items must be taken to an outside disposal facility.

3. Use of Building Trash Chute vs. Loading Dock

Large items (such as boxes that will not fit in the recycling bin), plants and such things as small appliances and mattresses must be taken to the loading dock.

All other trash should be placed in plastic or paper bags, fastened tightly and disposed of down the trash chute.

WARNING: *Flammable or lighted objects (cigarettes, etc.) should **NEVER** be discarded in the trash chutes.*

Source: Policy Resolution #89: Laundry, Storage & Trash Rooms (January 28, 2014)

SMOKING AND NON-SMOKING AREAS

1. Indoor Common Elements

- a. Smoking is **not allowed** in or at the following indoor common elements:
 - Building hallways, lobbies and garages
 - The WAL Community Center (including the Terrace Lounge, Indoor Pool, Fitness Center, Card Room, TV Room, Library, Table Tennis Room, Billiards Room, and all restrooms and all connecting hallways between any of these facilities)
 - All WAL offices, meeting rooms and storage areas
 - Anywhere inside of the WAL Racquet Club
 - All commercial areas (convenience store/café, salon, etc.)
- b. In addition, any contractor doing business with the Association and working in a private unit is prohibited from smoking in that unit.

2. Outdoor Common Elements

- a. Smoking is **not allowed** at the following outdoor common elements:
 - The Outdoor Pool, Lower Terrace and all sidewalks, stairwells and grassy areas in between these areas (Smoking is permitted on the Upper Terrace.)

- The outdoor tennis courts and the adjacent multi-purpose area
- The playground and adjacent benches
- The loading docks – indoor and outdoor areas
- Rooftop observation deck

Source: Policy Resolution #78: Designated Non-Smoking Areas (June 28, 2016)

RECREATIONAL USE OF THE COMMON ELEMENTS

The landscaped and lawn areas of the Condominium were primarily designed and intended for the enjoyment of the community and not for active or recreational use of a dangerous or destructive nature; and for these reasons the following provisions and restrictions apply:

1. Sports and Play

- Recreational use substantially dangerous or destructive to property or persons is not permitted, to include use of spiked or cleated shoes on landscaped and lawn areas.
- Climbing on the railings of the fence and around the huts in the gazebo and waterfall areas and playing physical games on the lower levels of these areas are prohibited.
- Throwing, kicking and bouncing of balls or other objects is not permitted on the Upper Terrace or Lower Terrace, within the Community Center, or in the lobbies and hallways of the condominium buildings.
- The playing of sports for which specific facilities or areas have been provided, such as tennis, basketball and volleyball, is permitted only in those facilities or areas.
- The landscaped and lawn areas may be used for running; jumping; throwing, catching and kicking balls; tossing discs or similar recreational equipment; and general play and recreation; except that:
 - League-affiliated or other forms of formally organized competitive play such as baseball, football and soccer require prior Management approval.
 - Throwing, kicking, and catching games are not permitted in the immediate area outside the fencing for the outdoor pool, on playground equipment, or adjacent to any windows, except in cases sanctioned by Management. Balls may not be intentionally kicked or thrown against any Watergate structure or walls not designed or approved for such use.
 - Propelling equipment such as baseball bats may be used only in lawn areas that Management determines to have sufficient clearance for their safe use.
- When equipment (e.g. spikes, bats, balls, etc.) is used in violation of these

rules, the first enforcement mechanism will be a verbal warning. If the warning does not result in behavior conforming to the rules, Patrol Services may confiscate equipment contributing to the violation or pursue other actions consistent with violations of Watergate policies. Any equipment confiscated by Patrol Services will be made available for retrieval at the Patrol Services office within a reasonable time period, not to exceed one calendar day.

2. General Restrictions

- a. Any audio or musical equipment on or adjacent to the tennis courts must be used with earphones or similar devices to limit sound when the courts are in use.
- b. Management may restrict access to lawn and landscaped areas while work is being performed; for reseeding, sodding, or similar activity; and when Management may deem an area unsuitable for use (e.g., following heavy rainfall and until the area has been completely restored).

Source: Policy Resolution #92: Recreational Use of the Common Elements (March 28, 2017)

USE OF WHEELED RECREATIONAL EQUIPMENT

1. Government Regulations/Law

Bicycle riders will follow all regulations and laws imposed by the City of Alexandria or applicable within its jurisdiction, including without limitation:

- a. Children 14 years of age and under will wear protective helmets that meet standards set by the Consumer Product Safety Commission standards when riding or being carried on a bicycle.
- b. Bicycles will be ridden in the direction of traffic, as close to the edge of the roadway as possible.
- c. Bicycles ridden between sunset and sunrise will be equipped with a white light on the front of the bike and a red reflector on the rear of the bike.
- d. Bicycle riders will stop at all stop signs.

2. Watergate at Landmark Rules & Regulations

- a. Bicycles will not be ridden on sidewalks or in the pedestrian walkways painted around the perimeter of WAL property.

- b. The use of any wheeled recreational equipment, including scooters, hover boards, and roller skates or roller blades, is prohibited within all interior common areas and on the sidewalks, stairways, railings and ramps as well as on the landscaped and lawn areas, although such items may be carried in these areas provided they are not used. Garages may not be used for recreational purposes.
- c. Bicycles may not be ridden on the Lower or Upper Terrace. Other forms of wheeled recreational equipment may not be used on the Lower Terrace.
- d. No provision of the Resolution cited below applies to strollers or mobility devices such as wheelchairs, regardless of whether these may be powered or unpowered.

Source: Policy Resolution #91: Use of Wheeled Recreational Equipment (2/28/17)

COMMUNICATION AND BULLETIN BOARDS

The Communication Cases and Bulletin Boards hanging in residential building lobbies, elevator foyers and the Community Center have distinct uses and content. Specifically, they are used for and identified as follows: *Board Notices, Resident Communications, Resident Advertisements & Classifieds, Management Announcements* and *Activities*.

1. Board Notices

The locked glass cases identified as *Board Notices* are for the exclusive use of communications from the Board. Appropriate postings would include but not be limited to notices of Board Meetings, Executive Sessions, Calls for Candidates or Committee Members and Town Hall Meetings to discuss policy changes.

2. Association Notices

The locked glass cases identified as *Association Notices* feature a collection of important notices from Management, the Board and committees. In particular, the Pet Committee notices are frequently posted here due to the proximity to the freight elevator used by many pet owners.

3. Association Activities

The locked glass cases identified as *Association Activities* feature upcoming activities and events sponsored by the Association and various committees.

4. Resident Advertising & Classifieds

- a. The locked glass cases identified as *Resident Advertising & Classifieds* are for

the exclusive use of residents (except as indicated in provision “c.” below) to:

- Advertise personal services such as typing, walking, babysitting and window washing.
 - Advertise sales of personally-owned property (personal property is defined as property other than real property, consisting of things temporary or movable).
 - Post “wanted” notices for purchases of personal services and/or property.
- b. Notices from resident and nonresident owners (including authorized agents for others) listing condo units and/or parking spaces located at Watergate at Landmark for rent or sale may be posted.
- c. Notices from nonresident sources or commercial enterprises offering services and/or products, will not be allowed on the bulletin boards.
- d. All notices in the locked glass cases must be dated, printed on 3" x 5" cards or paper (five copies) and brought to a Resident Services Office representative by close of business on the date highlighted on the annual calendar posted in the cases. Note: This is typically the Wednesday before posting.) Residents are required to write the unit number, telephone number and name on the back of each notice.
- e. In order to ensure space for new offerings, all notices in the glass communication cases will be updated by Resident Services every other Thursday, or Fridays when the Thursday falls on a holiday [on which the office is closed]. Postings may be renewed one time.

5. Community Bulletin Boards (Open) – Resident Communications

- a. The open unlocked bulletin boards labeled *Resident Communications* are provided for residents to distribute information and post notices related to social, cultural, educational, political and other events of general public and unit owners’ interest as required by the Virginia Condominium Act.
- b. When posting, all residents must be certain that notices:
- include the date of posting
 - include the name of the resident
 - include the building and unit number of the resident
 - include the resident’s telephone number
 - are not larger than 8 ½" x 11"

NOTE: Any notices without verifiable information will be removed by Patrol Services.

- c. All notices on the bulletin boards will be removed by Resident Services every other Thursday, or Friday if the Thursday falls on a holiday on which the office is closed.

- d. Solicitations specifically approved by the Board, Federal Census materials and election/campaign literature or material involving city, state and Federal elections within 90 days are permitted in these open community bulletin boards.

Source: Policy Resolution #103: Communication Cases & Bulletin Boards (August 27, 2019)

SOLICITATION

All door-to-door solicitation is forbidden, either by occupants or by others **except** as follows:

- When specifically approved by the Board
- For distribution of election/campaign literature or material involving city, state, and Federal elections within 90 days of an election
- Federal Census-taking

All distributions are to be coordinated with Resident Services.

Exclusions: Specifically excluded are announcements or solicitations regarding regularly scheduled political (party) committee meetings or fundraisers. These announcements/solicitations are, however, permitted in the lobbies' community bulletins boards.

Source: Policy Resolution #104: Solicitation (August 27, 2019)

SECTION 2: DAILY USE OF YOUR UNIT/LIMITED COMMON ELEMENTS

PROPERTY ACCESS

1. Access to Unit

- a. Access to individual units is by use of a unit key or WAL-approved cipher lock only.
- b. All resident unit doors must be kept closed. Nothing should be placed at the door which would prevent its closing and latching.
- c. Residents are reminded that upon closing their unit door, it will lock automatically.

Source: Policy Resolution #88: Property Access (January 28, 2014)

UNIT AND WATERGATE USE POLICIES

1. Occupancy Data

At move-in and during annual registration, owners and occupants will provide the Resident Services staff with:

- a. The name of each occupant and a phone number at which the occupant may generally be reached;
- b. Current registration of any car already or intended to be associated with the unit;
- c. All other such standardized data as reasonably may be required for the proper administration of the condominium, subject to review by the Board.

2. Ownership of Resident ID Cards, Passes and Gate Decals

Resident identification cards, pool passes, amenity passes or other passes, and resident parking decals are the property of the Association and must be returned prior to move out or related fees will be charged.

3. Daily Use of Units

- a. Occupants of each unit will exercise due consideration at all hours so that sound from their unit should not reasonably disturb occupants of any other unit, including any sound that may arise from operation of a radio, television, musical instrument or other item.

- b. Occupants will not leave unit doors standing open.
- c. Bird feeding on any balcony or exterior common area with a paved or finished surface is prohibited. Bird feeding in woodlands and grassy areas is generally permitted but may be restricted by Management on a per-location basis in response to specific problems that may arise regarding wildlife.
- d. Unit owners and occupants are prohibited from installing devices for purposes of actively exhausting air through unit vents or otherwise taking action that could reasonably be expected to unbalance the building ventilation systems. Should any owner or occupant fail to comply with this rule in a manner that requires subsequent rebalancing of the system, the cost of rebalancing will be charged to the owner of the unit whose modification or use resulted in unbalancing the system.

4. Storage Lockers

- a. Basement storage lockers must be kept locked at all times and storage in these lockers is at the user's risk.
- b. Occupants may not store any article in their storage lockers or units that may create a fire hazard or be in violation of the appropriate municipal laws and regulations (for example, items must be less than 24" from the ceiling in the storage lockers). Emergency and/or repair situations may dictate that repair personnel be provided access to the storage rooms from time to time. Storage is not permitted in common areas other than in the assigned basement storage lockers.

Sources: Policy Resolution #98: Unit and Watergate at Landmark Use Policies (August 27, 2019) and the Amended and Restated Bylaws

PACKAGE DELIVERY AND COMMERCIAL DELIVERY

“Package” is defined as items brought by UPS, FedEx, or other non-governmental entities that deliver items on behalf of others but are not commercial deliveries.

“Commercial Delivery” is defined as the delivery of appliances, furniture or other large items coming from any commercial or other business establishment selling or disposing of them.

1. Package Delivery

- a. Package delivery companies are expected and required to attempt direct delivery to residents at their units. Only after direct delivery has been attempted and residents are found to not be at home may delivery companies bring packages to the Resident Services Office.

- b. As a convenience to residents, the Resident Services Office will accept packages and floral arrangements for WAL residents when residents are not available to accept delivery at their units. While reasonable care will be used in storing all packages, the Resident Services Office shall not assume any liability for said packages. The Resident Services Office will accept perishable deliveries but shall not guarantee storage of such packages in a manner that will preserve their condition. Due to space restrictions and safety concerns, the Resident Services Office may not accept any package identified as larger than 16" X 24" x 20" or heavier than 20 pounds.
- c. The Resident Services Office cannot accept certified or registered mail.
- d. Residents opting into the Parcel Delivery Alert System through completion of an authorization form are eligible to receive email and phone alerts when a package for them has been delivered to the office.
- e. Packages are held for a period of 14 days after they have been received by Resident Services. If the package(s) are not picked up by the end of the 14-day period, a courtesy call will be given. If the package(s) remains unclaimed after the courtesy call, the unclaimed package(s) is returned to the sender during the following week's inventory [conducted by Resident Services].

2. Commercial Deliveries

- a. Commercial Deliveries will be made Monday through Friday 9:30 a.m. – 6 p.m.; and Saturdays, Sundays and Federal Holidays 10 a.m. – 4:30 p.m.
- b. Exceptions will be made for medical or other life-saving deliveries.
- c. All commercial deliveries for Watergate at Landmark residents must be made at the buildings' loading docks. Each occupant must advise anyone making deliveries to use the loading dock area at the service elevator of the particular building.
- d. The service elevators are not available Monday through Friday from 7:30 - 8 p.m. and Saturdays, Sundays or Federal Holidays from 4:30 to 5:30 p.m. due to trash pulling necessitating elevator closures.

Source: Policy Resolution #106: Packages and Commercial Delivery (August 27, 2019)

GUESTS

The following definitions related to guests apply.

1. House Guests

- a. Any resident who permits a house guest to occupy his/her unit during their absence must register their name(s), permanent address (which must reflect an offsite address) and vehicle information of such guests with the Resident Services Office in advance of such occupancy.
- b. A house guest is defined as one who occupies the unit in excess of 24 hours. A house guest pass [along with an amenities pass] authorizes the guest to use the amenities without being accompanied by the resident host.
- c. A house guest pass will be limited to a 30-day period unless extended by the General Manager or designee.
- d. House guests will be required to provide a form of formal identification (DMV license or ID, passport) to the Resident Services Office.

2. Day Guests

- a. A day guest is defined as a visitor of up to 24 hours duration.
- b. Day guests will be accompanied by the resident host when using any of the Association's amenities.

3. Short-term Occupancy

No unit will be used or occupied for transient or hotel purposes (such as those marketed on Airbnb and through other platforms) or leased for an initial period of less than one year except as may otherwise be required by federal mortgage lending agencies.

Sources: Policy Resolution #11: Guest Policy (August 27, 2019) and the Restated Bylaws of Watergate at Landmark

ADDITIONAL OCCUPANTS/RESIDENTS

1. Types of Additional Occupants/Residents

Additional occupants/residents fall into two categories:

- a. Those entitled only to gate and parking privileges.
- b. Those entitled to gate/parking privileges and access to all amenities. [Please refer to chart on following page for details.]

The following matrix provides specific examples of qualified additional occupants/residents. Management may also determine qualification and identification requirements on a case-by-case basis, including active duty military personnel and persons with diplomatic status.

If the additional occupant is:	Who occupies the unit:	They must prove occupancy with:	To obtain:
Someone who is a relative or friend of the owner	For a number of days or weeks, even on a recurring basis	Not eligible	Not eligible
Someone who is a relative or friend of the owner	Full-time	A WAL lease addendum and any one of the following reflecting a WAL address: Valid DMV driver's license or ID, voter registration card or utility bill	Full amenities, including gate and parking privileges
A "roommate" of an owner (not someone who rents a portion of a unit from an owner, which is a Bylaw violation)	Full-time	A WAL lease addendum and any one of the following reflecting a WAL address: Valid DMV driver's License or ID, voter registration Card or utility bill	Full amenities, including gate and parking privileges
A "roommate" of a tenant	Full-time	A revised owner lease reflecting a 1-year term and a WAL lease addendum	Full amenities, including gate and parking privileges.
A home health care provider	Provides service on a recurring basis, does not live at WAL, but drives	A current service contract and a valid DVM driver's license	Gate and parking privileges
A home health care provider	Full-time with an owner and drives	A current service contract and a WAL lease addendum	Gate and parking privileges
A home health care provider	Full-time with a tenant and drives	A current service contract, a revised owner lease reflecting a 1-year term and a WAL lease addendum	Gate and parking privileges

Source: Policy Resolution #79: Additional Occupants/Residents (February 23, 2010)

EXTERMINATION

Complimentary extermination is offered through Resident Services twice a week for Watergate residents dealing with most common pests in their units. Residents may contact Resident Services to schedule such. Additionally,

- a. All units, upon being vacated, except those authorized by Management, must be exterminated prior to the moving in of new residents to ensure that the insects are killed and to decrease the insects' movement from unit to unit. Management will arrange for the exterminator to treat a unit at the request of the resident as permitted by the contractor's regular schedule.
- b. After a unit is vacated, the owner will give Management an admit slip permitting extermination to be done.
- c. The Watergate at Landmark Condominium Unit Owners Association will make no representations or guarantees of any nature regarding the extermination done pursuant to "a." above.
- d. Management is directed to maintain records so that the Association can ascertain that all units comply with the rules and regulations regarding extermination.
- e. In the event that a unit owner does not comply, the Board of Directors [will direct] Management to enter the unit and exterminate without an admit slip, pursuant to the Bylaws.
- f. The purpose of the rules and regulations governing extermination is solely to respond to the specific, demonstrated and immediate problem. There is no intent to imply a lesser standard for any other unit owner maintenance responsibility. Unit owners will have a continuing maintenance obligation for the unit's extermination. There is no intention on the part of the Board of Directors to imply that the Association will take similar action in the future to insure unit owner compliance with the unit owners' maintenance responsibilities.

Source: Administrative Resolution #81: Extermination of Vacant Units (November 18, 1997)

LEASING YOUR UNIT

1. Restrictions

Watergate Bylaws provide that no unit will be used or occupied for:

- Transient or hotel purposes or;
- In any event leased for an initial period of less than one year except as may otherwise be required by federal mortgage lending agencies; among other things.

Additionally, they state that:

- No portion of any residential unit (other than the entire unit) will be leased for any period without the prior written approval of the Board of Directors, provided, however, that a reasonable number of roommates is permitted; and that no owner will lease a unit other than on a written form of lease: requiring the lessee to comply with the condominium instruments and rules and regulations.
- Failure to comply constitutes a default under the lease.
- The Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor after 45 days' prior written notice to the unit owner in the event of a default by the tenant in the performance of the lease.

2. Requirements

The Board of Directors may require a standard form lease for use by unit owners; and the following leasing policies will be binding upon all unit owners, their family members, tenants, occupants, invitees, successors, heirs and assigns.

- a. All leases must be in writing and conform to the provisions of Section 6.8(a)(6) of the Bylaws and *Resolution #95*.
- b. All unit owners and tenants must execute the approved Lease Addendum (See Appendix, Exhibit 8).
- c. All unit owners must provide a copy of the executed lease and Lease Addendum to the Association within 10 days of execution of the lease.

Sources: Policy Resolution #95: Leasing of Units (June 28, 2016) and the Restated Bylaws of Watergate at Landmark

See Appendix for Lease Addendum (Exhibit 8).

DESIGN RESTRICTIONS ON LIMITED COMMON ELEMENTS

1. Seasonal Door Decorations

Seasonal door decorations are permitted without necessity of application so long as they meet the following criteria:

- a. They are only on the door and do not unduly protrude into the corridor.
- b. They do not make any sound.
- c. They are not attached in such a way as to mar the finish on the door.

- d. They must be of a seasonal or celebratory nature and may not be combustible or include overtly political messages, partisan endorsements or business advertisements.
- e. Their size cannot exceed 24" x 24".

2. Signs

No sign of any character shall be erected, posted or displayed to public view in or from any unit or upon or in any common element or limited common element without the prior written consent of the Covenants Committee. (Management may approve standard signage.)

3. Parking Spaces

No signs, initials, number, storage containers or any other additions or alterations to either covered or uncovered parking spaces may be painted, displayed or erected by any occupant. (This does not apply to a uniform numbering or lettering system that may be applied to all covered and/or uncovered parking spaces by the Association.

In recognition that some unit owners of indoor spaces may wish to place a curb stop on the concrete deck to reduce the chance of damaging their vehicle on the garage rear wall, such items will be permitted under the follow conditions.

- a. The item is not permanently installed
- b. Only one such item is placed in any indoor garage space.
- c. The owner of the space placing the item must do so in a manner that avoids interfering with any other space or common element.
- d. The owner of the space must maintain the item for a clean, neat appearance.
- e. Management shall have the right to require the removal of the item if, in its opinion, the above conditions are not met.

4. Balconies, Windows and Terraces

- a. Weight Limitations: The total safe limit of weight on any unit balcony is no more than 60 pounds per square foot.
- b. Floor Covering: No floor covering is allowed on the balcony.
- c. Painting: No painting of the balcony floor, ceiling, railing or any other part thereof is permitted. Likewise, no painting of the unit windows and doors, inside or outside the unit, is permitted. The Association will paint the HVAC room door at unit owner request (at no charge).

- d. Enclosures: No types of enclosures are permitted [on balconies]. Shade umbrellas are not permitted. No physical attachment of shade-creating material is permitted on the balcony.
- e. Fixtures and Decorations: These may be fastened to the walls above balcony railing level only as specified here:
- In Unit Types C, D, E, F, G, J and K only, fixtures and decorations may be placed on those portions of the brick wall between the sliding door and adjacent glass panels and the edge nearest the building of the door of the HVAC room, as well as only that portion of the opposite wall that faces the HVAC room.
 - In Unit Type L, in addition to the locations mentioned above for the other unit types, fixtures and decorations may be fastened on either or both sides of the brick wall which partially divides the enlarged balcony area.
 - In Unit Type A only, fixtures and decorations may be fastened on that portion of the brick wall parallel to the glass door and panels which is not less than 36" (three feet) from the inside of the balcony railing.
 - In Unit Type B only, fixtures and decorations may be fastened not less than 36" (three feet) from the inside of the balcony railing for the walls enclosing the HVAC room.
 - In Unit Type H only, fixtures and decorations may be fastened on the walls enclosing the HVAC room; the wall of the second bedroom and the dining room wall perpendicular to the living room glass panels; and not less than 36" (three feet) from the inside of the balcony railing for the other walls running parallel to the master bedroom and dining room windows.
 - Holes to fasten such items may not be drilled into the brick but may be drilled into the mortar between. Nothing may be attached to the outside of the railing or project beyond or outside of the railing.
 - No object may be hung, fastened or attached to the balcony ceiling.
- f. Lighting: The following types of lighting may be *placed* on balconies:
- Lamps: Permitted only when the balcony is occupied
 - Decorative Lighting: May only be illuminated between dusk and 11 p.m.
 - Bulbs cannot exceed 1 inch in length or diameter
 - Lights cannot be attached to the balcony ceiling or hang over an individual balcony railing
- g. Planters: Floor planters or flower boxes not exceeding 50 pounds each and an aggregate not exceeding 300 pounds, with height no greater than 1-1/2 inches above the top of the balcony railing are permitted.
- Planters not exceeding 30 pounds may be fastened to the walls as specified in the section under "Fixtures and Decorations," or hung on the inside of the railings, but the top of the plant container hung from the railing may not extend more than 1-1/2 inches above the top of the railing.
 - Pole planters are permitted, provided pots are not more than 36" (three feet) from the sliding glass door.

- h. Barbecuing: Barbequing and cooking on balconies is allowed only if odors and smoke do not disturb other occupants and result in complaints to Management. Only electrical types of grills or barbeques are allowed. *Charcoal and gas barbequing are not permitted. Propane tanks cannot be placed on balconies.*
- i. Appliances and Storage:
- No major appliances or other mechanical device or equipment may be kept on a balcony.
 - Small accessories used for cleaning, tending flowers or plants, or related purposes may be kept on the balcony in an unobtrusive area.
 - Small appliances, such as portable radios and TVs, may be used on the balcony providing the noise levels are controlled to prevent disturbing other residents and ground fault devices are used in accordance with Alexandria City Code.
 - Storage containers exceeding the height of the balcony railing are not permitted. *Storage items not exceeding the balcony rail must be placed away from the balcony railing.*
- j. Flags: U.S. flags may be flown on poles or staffs, provided the pole or staff is inside the railing and does not extend beyond the edge of the balcony. Flags of appropriate size may be draped and fastened over balcony railings in accordance with regulations on display – Union (Stars) to be on the upper left as you face the flag from the outside – providing they do not hang below the floor level of the balcony.
- k. Not Permitted on Balconies:
- Bird feeders
 - Aerials or antennas, other than approved satellite dishes
 - Clothing for airing or drying
 - Items or furnishings which may be easily dislodged from the balcony
 - Decals, mirrors, storage items exceeding the height of the balcony railing, or types of decorations which are visible from the outside, unless by prior approval of the Covenants Committee
 - Bicycles, tricycles, other recreational wheeled vehicles and vehicle tires
- l. Miscellaneous: Residents are directed not to wash their balconies or overwater plants in a manner that causes water to run off the balcony. Residents may not drop, throw or sweep anything off from their balconies.
- m. Exceptions: Individual requests for exceptions will be considered upon proper application to the Board President and may be granted in special instances.

Source: Policy Resolution #102: Design Restrictions on Limited Common Elements – Parking Spaces, Balconies, Unit Doors (April 30, 2019)

SECTION 3: WATERGATE AT LANDMARK CODE OF CONDUCT

NOXIOUS BEHAVIOR

No noxious, unsafe or offensive behavior or activity shall be carried on within the common elements, limited common elements or within any unit, nor will anything be done, which may be or become a nuisance to the neighborhood or other residents.

Source: General Resolution #872: Rule – Noxious Behavior (July 25, 2006)

RULES OF CONDUCT RELATING TO ASSOCIATION EMPLOYEES

In order to ensure the proper and productive conduct of Association business through the work performed by the Association employees and in order to maintain a pleasant and harmonious atmosphere both for residents and for employees, the following rules have been established.

- a. Business of the Association shall be conducted solely through the Board, employees of the Association and through representatives of the Association's management company, in accordance with assigned duties.
- b. Only the President of the Board of Directors, a Board member designated by the President, and Management staff may give direction to employees. Residents, owners, and other Board members are not authorized to do so.
- c. Residents and owners shall treat employees with reasonable courtesy and shall not verbally or physically abuse employees under any circumstances.
- d. Residents or owners who have comments concerning the performance of any Association employee may contact the President, any other Board member, the General Manager or the Deputy General Manager to provide comments. Board Members who receive such comments should communicate them directly to the President or the General Manager, as appropriate. Such matters will be discussed in closed, executive session pursuant to the Virginia Condominium Act and Association Bylaws relating to the conduct of meetings.
- e. Records concerning personnel matters will be withheld from examination and copying, in accordance with the Condominium Act.

Source: Administrative Resolution #119: Rules of Conduct Relating to Association Employees (August 30, 2016)

SECTION 4: USE OF RECREATIONAL AND SOCIAL FACILITIES

The following rules apply to all Community Center areas and common areas within residential buildings, including but not limited to those specifically mentioned in this section:

- No disruptive or unsafe behavior or activity will be carried on within these areas. Running, screaming, riding of wheeled recreational equipment, ball playing/bouncing and horseplay are considered unsafe within these spaces and are therefore not permissible.
- Sitting or standing on tables, placing feet on or jumping on furniture and sleeping on the sofas are not permitted.
- Loud music is not permitted.
- Clean-up after use is mandatory; throw away all garbage or litter.
- Footwear and coverage of bathing attire is required at all times. Sitting in wet bathing attire indoors is not permitted.

DESIGNATION OF CERTAIN COMMON ELEMENTS AS RESERVED GENERAL COMMON ELEMENTS

1. Planned Community Functions

When a common element is used for a planned community function or activity, only those unit owners, residents and their guests who have paid to attend the function or activity or, where no fee is charged, have complied with all requirements for participation in the activity or function will be allowed to use the common element. Common elements include:

*Town Square	*Indoor Pool	*Volleyball Court
*Terrace Lounge	*Outdoor Pool	*Outdoor Tennis Court
*Card Room	Gazebos [#1, #2, #3]	Racquet Club
*Billiards Room	Party Room #1	*Lower Terrace
*Ping Pong Room	Party Room #3	*Upper Terrace
*TV Room	Party Room #4	*Putting Green
Conference Room #2	Blue Room	

**The above noted common elements may not be used for private functions unless approved by the Board of Directors.*

2. Private Functions

Only the following common elements may be reserved for private functions by unit owners, residents and their guests and only unit owners, residents and their guests who reserve these common elements for private functions will be allowed to use them during the time of the function or activity:

Party Rooms [#1, #3, #4]	Conference Room #2	Gazebos [#1, #2, #3]
Racquet Club		

3. Rules/User Fees for General Common Elements

Specific rules relating to the reservation and use of reserved general common elements designated above will be outlined in specific rules and regulations for each facility as may be adopted by the Board of Directors.

The Board of Directors may charge reasonable user fees for these facilities as established in the annual budget, prepared and adopted by the Board of Directors.

Source: Administrative Resolution #84A: Designation of Certain Common Elements as Reserved General Common Elements (June 24, 1997)

AMENITIES PASSES/RESTRICTIONS IN CERTAIN FACILITIES

1. Amenities Passes (Privilege Cards)

- a. Amenities passes are not transferable. They must be available at all times when utilizing the facilities and presented upon request.
- b. A fee will be charged for the replacement of lost, damaged or stolen cards.

2. Guests

- a. Residents must accompany their guests at all times that recreational facilities are being utilized. The number of individual guests may be limited at any time when in the sole discretion of Management, overcrowding of the facility for use by residents may occur.
- b. Residents are responsible for guests obeying the Association rules and a resident privilege card may be revoked for a guest's violation.

3. Appropriate Attire

- a. Decorum and dress in the Community Center and in the other facilities must be appropriate and in keeping with the particular facility being utilized.
- b. Footwear must be worn in all indoor common element areas, except the indoor swimming pool areas, showers and saunas.
- c. A shirtwaist, robe or similar top cover must be worn in all indoor common element areas except: tennis courts, indoor/outdoor pool areas, volleyball courts, the Fitness Center and locker room areas.
- d. Footwear and required tops will be worn at all times in the market/café areas as required by Alexandria City Ordinance.

Source: Policy Resolution #13: Attire (June 25, 1996)

PROCESS FOR SCHEDULING ELEMENTS AS RESERVED COMMON ELEMENTS

1. Committee Discussion/Board Approval

- a. Various committees meet to discuss and schedule future events (monthly).
- b. Committee Chairs and the Director/Assistant of the Activities Office then meet to resolve scheduling conflicts. Where conflict exists, Committee Chairs vote to break any deadlock. This, however, is not totally binding.
- c. If a Committee Chair or Designee disagrees with a ruling, the Committee Chair may appeal the decision directly to the Board.
- d. No one in the community (including committees, Board members or Management) can schedule the use of the common elements unilaterally without some form of Board approval. It is extremely important to note that merely informing the Activities Office that you want to schedule an event is not sufficient to accommodate the above.

2. Event Approval on Short Notice

- a. If there is a short notice approval needed for an event, the Committee Chair should contact the Activities Office to check the schedule and tentatively schedule the event.
- b. The Activities Office will then request approval of Board President, Vice President or Board Designee directly.

Source: Administrative Resolution #84: Process for Scheduling Elements as Reserved Common Elements (June 24, 1997)

VESTIBULES, HALLWAYS AND STAIRWELL

Vestibules, hallways and stairways are intended for normal transit. Loitering or obstructing residents and guests from transiting through these areas is prohibited.

BUILDING LOBBIES

Residents and guests may be present in building lobbies for quiet enjoyment, conversation, or other purposes that avoid disruption but may not hassle or obstruct others from transiting through lobbies while doing so.

Consuming food in building lobbies is not allowed outside of Association events.

TERRACE LOUNGE

The Terrace Lounge is a formal area not set up for dining or private events.

1. Consumption of Food and Beverages

- a. Beverages are permitted, as are packaged snacks and fruit.
- b. Other food is permitted only at Association-sponsored events.

2. User Responsibilities

- a. Residents and guests who bring packaged snacks and beverages to this area must dispose of their trash and clean up afterwards.
- b. Any furniture moved must be returned to its original location prior to departing the area.

BLUE ROOM (Dining Area Next to Terrace Lounge)

The Blue Room is set up and intended for residents' dining pleasure.

1. User Responsibilities

- a. Residents and guests who bring food and beverages to this area must dispose of their trash and clean up afterwards.
- b. If furniture is moved, it must be returned to its original location prior to departing the area.

TV ROOM

The TV Room is set up and available for use in watching television or movies, or in playing video games that may be connected to the television using readily available connections.

- a. Television volume should be kept at a level so as to not disturb other activities in the adjacent Community Center rooms.
- b. Before leaving the TV Room, residents and guests must turn off the television and return it to its original location any furniture that may have been moved while using the room.
- c. Beverages are permitted, as are packaged snacks and fruit. Other food is permitted only at Association-sponsored events.
- d. Residents and guests who bring packaged snacks and beverages to this area must dispose of their trash and clean up afterwards.

CARD ROOM

The Card Room is organized and furnished for the purpose of card playing and related events typically under the sponsorship or supervision of the Arts & Entertainment Committee.

- a. Priority status is accorded to sponsored, scheduled activities as published in WAL media, available in the Activities Office, and posted in the Card Room. Other uses of the Card Room may be restricted during these times.
- b. Given the nature of activities reserved for this room (e.g., chess, duplicate bridge), the Card Room must be a quiet space free of excessive noise and distractions when sponsored, scheduled activities are taking place.
- c. Beverages are permitted, as are packaged snacks and fruit. Other food is permitted only at Association-sponsored events.

LIBRARY

The Library is a quiet place available primarily for residents and guests to read books.

- a. Conversations should be kept brief and at a low volume. Care should be taken to avoid disturbing other Library patrons. Cell phone use is prohibited.
- b. Audio equipment may be used only with headphones except as part of a group activity that involves everyone in the Library.
- c. Theft, damage, defacing or destruction of library books is prohibited. Books may be borrowed from the Library for brief periods of personal use.

Source: Policy Resolution #86: Use of the Buildings, Lobbies, Terrace Lounge, Blue Room, Library, Card Room (March 27, 2018)

BILLIARDS ROOM

The Billiards Room [also containing ping-pong and air hockey tables] is made available to all residents and their guests so that they may enjoy a game of billiards (pool) or ping-pong.

1. Identification Requirements

- a. The Billiards Room is an amenity subject to controlled access. Residents or house guests entering the Billiards Room are required to use their key fobs to do so and must be able to show a valid Watergate at Landmark ID card or house guest pass on request from an employee of the Association.

- b. House guests may not invite other guests, and guests other than house guests must be accompanied by residents at all times.

2. Behavior

- a. The following rules of behavior apply in the Billiards Room:
 - A maximum of four players or spectators are permitted per table.
 - When all tables for a particular game are in use and another group wants to play, groups must trade out use of tables after no more than one hour of play.
 - Individuals present in the Billiards Room are required to obey posted signs with regards to behavior, including limitations on smoking, eating and drinking.
- b. In addition, the following behaviors are **strictly prohibited** in the Billiards Room:
 - Shouting or using profane language
 - Gambling
 - The playing of live or recorded music
 - Intentionally causing damage to Association equipment
- c. Liability for Damage
 - The cost of repairing any damage to the tables or other common elements of the Billiards Room will be billed to the owner (s) who are either personally responsible or whose guests have caused such damage.

3. Personal Equipment

Players of billiards or ping-pong are permitted to use their own equipment, provided that it is used as intended and maintained in good repair.

4. Borrowed Equipment

Watergate at Landmark maintains equipment available for borrowing in the Resident Services Office. Any resident or house guest may check out equipment upon presentation of a valid Watergate at Landmark ID or house guest pass.

- a. Equipment checked out for return by the posted closing time of the Resident Services Office is available at no charge.
- b. Equipment checked out on an overnight basis is subject to payment of the deposit amount listed on the current Fee Schedule and will be returned to the borrower upon return of the equipment.
- c. Failure to return equipment checked out for overnight use before the end of the following business day will result in a loss of check-out privileges for 30 days.

- d. The cost of replacing any equipment returned in damaged condition, as well as any equipment not returned within five business days, will be charged to the resident who checked out the equipment or sponsored the house guest who did so.

5. Administration

All billiards equipment not checked out for use will be kept in a locked location within the Resident Services Office. The Activities Director is responsible for maintaining the inventory in good repair. Equipment will be inventoried monthly by a person designated by the Recreation Committee, who also will verify that it is in serviceable condition.

Source: Administrative Resolution #17: Billiards Room Rules (August 30, 2016)

FITNESS CENTER

1. Rules of Use

- a. The Exercise Rooms will be open and available for use by the residents of Watergate at Landmark from 4 a.m. to midnight, seven days a week.
- b. No parent/guardian with a child of the opposite sex is allowed in the locker/exercise/shower room area. Instead, a Family Changing Room is available between the women's and men's locker/exercise/shower rooms.
- c. For safety reasons, use of the equipment in the Exercise Rooms must be in accordance with manufacturer recommendations. Manufacturer recommendations are located in a wall shelf for each piece of equipment.
- d. Use of the equipment in the Exercise Rooms is on a "use at your own risk" basis.
- e. Use of the equipment in the Fitness Center is on a first-come first-served basis.
- f. Use of each piece of equipment is limited to 30 minutes if others are waiting for its use.
- g. No audio devices will be allowed, except with the use of a headset which prevents the sound from being emitted to parties other than the person using the headset.
- h. No food is allowed in the Fitness Center. Non-alcoholic beverages are permitted, provided they are in a non-breakable container.

- i. Residents should report any faulty equipment to the Watergate at Landmark Resident Service Office in person or by telephoning 703-370-7000.
- j. Residents may obtain a Fitness Consultant Referral Sheet from the Activities Office during its normal business hours. The Activities Office is to maintain a list of fitness instructors who:
 - Have provided proper credentials and referrals to the Activities Office.
 - Have a Certificate of Insurance on file in the Activities Office.
 - Have read and signed a current copy of the Fitness Center Rules.

Source: Policy Resolution #90: Rules for Use of the Fitness Center (May 19, 2015)

GAZEBOS

1. Gazebos for Private Entertaining

The Association welcomes and encourages the use of the gazebos for private entertaining. Requirements and guidelines for their use and care have been adopted by the Board as follows, in order to enable maximum use of these facilities, as well as to protect both the unit owners and the Association.

- a. Gazebos may be reserved for private entertainment in accordance with the provisions of AR-84, "Process for Scheduling Common Elements as Reserved Common Elements." Any gazebo not reserved as of 8 a.m. on a given day may be claimed for use on a first-come, first served basis through Patrol Services. An unreserved gazebo is not considered claimed until approved by Patrol Services.
- b. In the interest of comfort and safety, occupancy of the single Gazebo will not exceed 75 persons, nor 125 for the double Gazebo.
- c. Residents using the gazebos may use the charcoal grills provided or may bring their own electric grills. The use of propane is not permitted.
- d. Music may be enjoyed by residents using the gazebos until 11 p.m., as long as it is at the background music level. No electronically amplified music or public address systems may be used in the gazebos.
- e. Residents using the gazebos are to ensure that the area is left in a clean and sanitary condition. All trash, refuse, bottles, and cans shall be placed in trash containers provided. The resident holding the reservation is responsible for the removal of all leftover food and drink from the premises immediately upon the conclusion of the event. If used, the fires in the charcoal grills must be doused.

2. Reservations

- a. Reservations of gazebos should be made at least 48 hours in advance. Any resident of record 18 years of age or older or any resident unit owner of record may request a reservation for the use of a gazebo for private entertaining. Private entertaining does not include commercial or business usage or a resident sponsoring the use of a gazebo by a religious, charitable, fraternal or similar type organization.
- b. Reservation requests must be executed by a resident 18 years of age or older residing in the household of the resident planning to entertain in the gazebo.
- c. Residents reserving gazebos must complete a Reservation Request form, and present payment to the Activities Office (if by check, made payable to “Watergate at Landmark”) and an additional security deposit (per current FY Fee Schedule) to cover any damage or additional cleanup expenses. Reservations will be accepted only if the assessments due to the Association on the unit occupied by the resident are current, a gazebo is available for the date and time requested, and the fee specified in the Fee Schedule accompanies the reservation request. [Expenses resulting from] any damage inflicted upon the gazebo, its furnishings or equipment while the reserved gazebo is under the control of the resident holding the reservation, as well as [costs associated with] any unusual cleanup or more than routine cleaning will be borne by the reservation holder. The resident will notify Patrol Services immediately at the conclusion of the party to preclude the possibility that subsequent damage might be assessed as said resident’s responsibility.
- d. Residents requesting reservations must provide the Activities Office with a list of persons invited to attend the function for which the gazebo has been reserved, ideally 24 hours before the date of the function, but certainly prior to the event to facilitate entry and alleviate lines at the [Front] Gate. It will be the responsibility of the Activities Office to provide the Patrol Services Officers at the entrance gate of Watergate at Landmark with a copy of the list of attendees on a timely basis. Additions or changes to the list of attendees which occur after the list has been submitted [by the Activities Office] should be submitted [directly] to the Front Gate Patrol Services staff in writing. Failure to submit a guest list to Patrol Services prior to a scheduled event may result in cancellation of the reservation. If a reservation is cancelled at least five days prior to a scheduled function, the fee will be refunded.

The Activities Office will insure that on the date of the reservations the reserved gazebo will be posted with a sign reading substantially as follows:

Reserved by _____ Date _____

- e. Hours of Reservation: Only one reservation per gazebo per day will be accepted. All events must be terminated by 11 p.m., with the exception for cleanup terminated by midnight. Residents reserving the gazebos must

check in to the gazebo with the Activities Office at the beginning of their rental period. At that time, a checklist will be filled out and the condition of the furnishings will be noted. A Management representative will retain the original checklist. Unlocked bathrooms will be available in the rear bath house for guests of the gazebo rental to use. After the function, a Management representative from Patrol Services will inventory the furnishings and note the condition of the furnishings and gazebo.

- f. Residents reserving the gazebos must be present during the function for which the gazebo is reserved. Should it be necessary for the resident to leave for a period not to exceed one-half hour, he or she will designate another adult resident of Watergate at Landmark present at the function to assume his or her obligation under the terms of the reservation agreement.
- g. In the event of inclement weather causing the resident holding the reservation to move the party or function indoors, the resident will contact the Management representative on duty to determine whether alternate space such as a party room is available to which the party or function may be moved. Alternate space is not guaranteed with the reservation, however, if available, Management will permit the resident to move the party or function to a vacant party room with the payment of an additional security deposit and/or rental fee as per party room rental rules. The only exception to this rule would be if the attendees exceed the occupancy levels of the party rooms.

3. Enforcement Under These Rules

If the resident or the resident's guests violate any of the terms of the administrative resolution cited below or any rule or regulation adopted by the Board of Directors, Management is authorized to retain all or part of the deposit made by the resident to procure reservation of the gazebo. If a rule violation occurs, Management will notify the unit owner of the violation, specifying in detail the facts which support determination of a violation and initiate action in accordance with *Policy Resolution #4: Covenants Committee Procedures*.

Source: Administrative Resolutions #6A: Rules for Use of the Gazebos for Private Entertaining (March 29, 2016)

MULTI-PURPOSE AREA

The Multi-purpose area is an area within which residents are encouraged to skate, bike and roller blade.

1. Use Restrictions

- a. Guests are permitted in the area when accompanied by a Watergate at Landmark resident.

- b. No league-affiliated or formally organized competitive play is allowed.
- c. No glass containers are allowed in the area.
- d. No smoking.

2. Etiquette

- a. No foul language, fighting or excessive rough play.
- b. Loud music is not permitted; music at background level is permissible.
- c. Clean up after use is mandatory; throw away all garbage.
- d. Lights go off on the area at 10 p.m.; loud noise is not permitted after that time.

Source: Policy Resolution #97: Multi-Purpose Area Rules (April 25, 2017)

PARTY ROOMS FOR PRIVATE ENTERTAINING

The Association welcomes and encourages the use of designated party rooms for private entertaining. Requirements and guidelines for their use and care have been adopted by the Board as follows in order to enable maximum use of these facilities, as well as to protect both the unit owners and the Association.

1. Reservations

- a. Any resident of record 18 years of age or older may request a reservation for that resident's use of a party room for a private function by completing and executing a Party Room Rental Request. Private functions do not include commercial or business usage or a resident sponsoring the use of a party room by a religious, charitable, fraternal or similar type organization.
- b. The completed and signed Party Room Rental Request Residents must be submitted to the Activities Office with a check payable to "Watergate at Landmark" for the rental, along with a security deposit to cover any damage or additional expenses.
- c. Reservations must be made at least 72 hours prior to the function and will be accepted only if: (i) the assessments due to the Association on the unit occupied by the resident are current; (ii) a party room is available for the date and time requested; and (iii) the fees required accompany a properly completed and executed Party Room Rental Request. Amendments or additions to reservations must be done 72 hours prior to the function. If a reservation is cancelled at least 48 hours prior to a scheduled function fees will be refunded.

- d. Any costs for damage inflicted upon the party room, its furnishings or equipment during the function, as well as any fees resulting from unusual cleanup or cleanup which is not routine cleaning will be borne by the reservation holder. No tape or tacks shall be [affixed to] the walls.
- e. Residents requesting reservations must provide the Activities Office with a list of persons invited to attend the function for which the party room has been reserved (in alphabetical order) at least 48 hours before the date of the function. It will be the responsibility of the Activities Office to provide the Patrol Services Officers at the entrance gate of Watergate at Landmark with a copy of the list of attendees on a timely basis. Additions or changes to the list of attendees which occur after the list has been submitted [by the Activities Office] should be submitted [directly] to the Front Gate Patrol Services staff in writing. Failure of the resident to submit such a list at least 48 hours prior to a scheduled event will result in cancellation of the reservation.
- f. The occupancy of any of the designated party rooms, when used for private parties or functions, will be limited to not more than the posted occupancy of the party room being used.
- g. If alcohol will be consumed at the function, the Association shall have the right to require a Patrol Services Officer to be present at all times during the function. The cost of the Patrol Services Officer will be borne by the resident reserving the party room and will be due and payable at the time the reservation is made. The charge for a Patrol Services Officer will be determined by Management.
- h. End time for all parties is 2 a.m. Requests for extensions must be in writing and approved by a Manager (General Manager/Deputy General Manager) at least 48 hours prior to the scheduled party.

2. Responsibilities of the Resident Holding the Reservation

The party room reserved will be kept locked at all times when not in use. The Activities Office will furnish the resident holding the reservation a fob to the party room not more than eight hours prior to the time the reservation begins. The fob must be returned to the Activities Office via Patrol Services after the conclusion of the party.

- a. The resident holding the reservation must:
 - See that all rules and regulations of the Association — and the laws of the City of Alexandria and the Commonwealth of Virginia — are adhered to. The resident executing the reservation bears full responsibility for the conduct and actions of guests, including ascertaining that no alcoholic beverages are consumed by or in possession of persons under the age fixed by the laws of the Commonwealth of Virginia for the drinking of intoxicants.
 - Be present in the reserved party room during the duration of the function.

- Unlock and lock the door of the reserved party room before and after usage.
 - Assure that the party is confined to the party room only. No loitering or food or beverage set-up in the hallways, lobbies or other common areas is permitted.
- b. Check-in/check out procedures are as follows:
- When the resident holding the reservation requests the fob to the party room, a representative of Management (the Activities Office or Patrol Services) will accompany the resident to the party room to conduct a joint inventory of the furnishings. A check-list will be filled out and the condition of the furnishings will be noted. A Management representative will retain the original check-list.
 - After the function, a Management representative (Patrol Services) will inventory the furnishings and observe the condition of the furnishings and the room. If the room has been left in broom-clean condition and trash removed to the loading dock, leaving only the routine cleaning by the Environmental Services staff to be done, the deposit will be returned to the resident the next Activities Office business day. However, if more than broom cleaning is required or any unusual cleanup expenses are incurred, the deposit will not be returned.
 - The resident will be responsible for any missing items and for any damage to the room and/or furnishings including, without limitation, stains on the furniture and cigarette burns. Any additional work required to restore the room and furnishings to their original condition will be billed to the resident. If the fob to the party room is lost, the resident will be assessed the cost.

3. Enforcement

If the resident holding the reservation or the resident's guests violate any of the terms of the resolution cited below or any rule or regulation adopted by the Board of Directors, Management is authorized to retain all or part of the deposit made by the resident to procure reservation of the party room. If a rule violation occurs, Management will notify the unit owner of the violation, specifying in detail the facts which support a determination of a violation and give such owner or resident notice and an opportunity to request a hearing before the Board of Directors to address such charges, in accordance with *Policy Resolution #4*.

If the resident fails to request a hearing 14 days after notice is given by Management, the Association may retain all or a portion of the deposit, as appropriate.

Source: Administrative Resolution #6: Rules for Use of the Party Rooms for Private Entertaining (May 17, 2016)

PUTTING GREEN

As it is difficult to list every type of activity that could take place on the Putting Green, activities not specifically referenced either in the resolution cited below or other Watergate resolutions will be permissible so long as the activity does not endanger the people or property of Watergate at Landmark. In any case, Management is not restricted from taking appropriate action to curtail offensive and/or abusive behavior.

1. Priority Usage

Residents and guests wishing to putt on the Putting Green are given priority over all other activities and gatherings in the area.

2. Prohibited Usage

- a. The playing of organized sports for which specific facilities or areas have been provided, such as basketball, volleyball, football, soccer are permitted only in those facilities, areas or fields.
- b. Wheeled recreational vehicles are not to be used on the Putting Green.
- c. Climbing on the large landscape rocks and ornamental trees near the Putting Green edge is prohibited, as is the throwing of the smaller landscaping stones and/or bringing them onto the turf area.
- d. Recreational use that is dangerous or destructive to property or persons is not permitted.

Source: Policy Resolution #99: Putting Green (August 29, 2017)

POOL, SPA AND SAUNA

1. General Safety/Government Regulations

- a. The lifeguard(s) will apply and enforce all applicable federal, state and City of Alexandria laws, rules and regulations, as well as Watergate rules and regulations with the assistance of WAL Patrol Services if necessary.
- b. Any dangerous or unsafe behavior may subject the pool, spa or sauna patron who engages in it to immediate action, up to and including removal from the pool, spa or sauna area.
- c. Offensive behavior or activities which may be or become an annoyance to other pool, spa or sauna patrons or lifeguards may subject the pool, spa or sauna patron who engages in such to immediate action, up to and including removal from the pool, spa or sauna area.

- d. The purpose of these rules is to ensure, to the greatest extent possible, the safety of all pool, spa and sauna patrons.

2. Pool Area Admission

- a. Each resident and guest (over the age of one year) must provide the following to the lifeguards for the duration of their stay in the pool area:
 - Residents: Valid WAL ID card
 - Houseguests:
 - When accompanied by a WAL resident with a valid WAL ID card: either an amenity or one-day pass
 - When not accompanied by a WAL resident with a valid WAL ID card: a houseguest pass and either an amenity or one-day pass with a corresponding unit number
 - Day guests (must be accompanied by a WAL resident with a valid ID card): either an amenity or one-day pass
- b. For health and safety considerations:
 - A voluntary swim test will be administered by the lifeguard upon the request of any patron.
 - Children under age 12 require supervision.
- c. No owner, resident or guest of a unit on the “blocked amenities list” will be admitted to the pool area.
- d. A maximum of six guests per unit identified by the WAL ID card or house guest pass, whether using the unit’s amenity passes, borrowed amenity passes, or purchased day passes, are allowed in the pool at any particular time during the day except in cases of gazebo rentals, which allow up to 10 guest passes during the rental period.
- e. One day passes are sold. [See FY Fee Schedule for pricing.]
- f. Each resident must present a valid WAL Amenity pass for admission. Animals are not allowed in the pool areas, except for WAL-registered assistance animals.

3. Use of Indoor and Outdoor Pools

- a. Ability: Persons unable to demonstrate to the lifeguards their ability to swim are not allowed in water more than 3 ½ feet in depth unless accompanied by and within arm’s reach of, a responsible person to be determined by the lifeguard. In order to demonstrate swimming ability, at the discretion of the lifeguard, any person may be required to swim one length of the indoor or outdoor pool lap lanes without touching the ground, walls or lane markers and without stopping, and must tread water for 60 seconds.

- b. Attire: Casual attire and soft-soled shoes may be worn in the pool areas. Footwear that will damage the pool deck is not permitted.
- c. Breaks: Lifeguards have the discretion to require breaks for any pool user whom, in their opinion, requires one. Sole pool lifeguards, such as those on duty in the Indoor Pool when the Outdoor Pool is closed for the season, are required to take a 10-minute break every hour (at 10 minutes before the hour) per the Alexandria Aquatic Health Ordinance.
- d. Contagions/Infections: Persons with infections, inflamed eyes, colds, nasal or ear discharges, skin rashes or eruptions, open sores of any kind, or wearing any type of bandage may not use the pool.
- e. Diapers: Incontinent or non-toilet-trained persons must wear swim diapers/pants in the pool. Incontinent behavior that causes the pool to be closed for sanitary reasons will result in suspension of pool privileges for the remainder of the day and referral to the Covenants Committee for a potentially increased suspension for the person causing the closure, as well as any parent/guardian, guest and the resident sponsor of such guest(s). Diapers must be changed in locker or family room areas.
- f. Drinks: Non-alcoholic drinks are permitted as long as the drinks are not within four feet of the pool edge and are contained in unbreakable containers.
- g. Flotation Devices: Only flotation devices that are approved by the U.S. Coast guard may be used in the pool. Tying noodles around non-swimmers is not permitted.
- h. Showers: Everyone must take a shower in swimming attire at the shower located on the pool deck or in the locker rooms prior to entering the pool, after sunbathing or using the restrooms.
- i. Sound Devices: Except for authorized Association activities, sound producing devices may be used only with personal earphones. The volume of these devices, including cell phones, must be turned down sufficiently so other patrons cannot hear them. Cell phones may not be used in the water.
- j. Supervision: A responsible person, who accompanies a non-swimming person to the pool area must supervise such person at all times while in the pool area. At no time may the responsible person be more than an arm's length away from a non-swimming person who is in the water.
- k. Swimwear: Pool users must wear swimsuits which may include all-white tee shirts, wet suits and soft soled water shoes. Street clothes such as colored tee shirts and leotards are not permitted.
- l. Toys/Objects in the Water:
 - Balls, other than Nerf like balls (soft/spongy), are not permitted in the pools.

- Toys that are not hazardous, as determined by the lifeguards, are permitted only in the childrens' section of the outdoor pool.
 - Noodles may not be used as flotation aids by non-swimmers or used in an improper manner, *e.g.*, slapping noodles on the water or used in horseplay.
- m. Wheeled Vehicles: Except for mobility impaired persons, no wheeled vehicles such as bicycles, scooters or skateboards are permitted in any of the pool areas. Infant strollers are permitted on the outdoor pool deck, provided they remain at least 10 feet from pool's edge and locked so they cannot be pushed or moved.

4. Lap Lanes and Outdoor Spa

- a. The indoor and outdoor pool lap lanes may be used only by persons swimming or walking laps. Only one person may use a lane at a time, unless otherwise agreed, with a thirty-minute time limit. That person may invite another person to share the lane for the same period of time. The time may be extended if no one is waiting for a lane. People waiting for a lane must sign up with the lifeguard.
- b. The Association may organize and sanction lessons.
- c. Sitting on the outside wall, blocking the jets, walking on the inside bench, or jumping into the outside pool's whirlpool is strictly prohibited.

4. Not Permitted in Pool Areas

- a. Unsafe behavior, including but not limited to, running, pushing, dunking, horsing around, excessive splashing, shouting, or rough play
 - Indoor Pool:
 - Diving or jumping into the pool
 - Outdoor Pool:
 - Diving, except at the deep end of the pool
 - Performing flips, twists or turns while jumping into the pool
 - Diving or jumping whenever a diver/swimmer is in the diving area (one person at a time is permitted on the diving board)
- b. Intoxication or appearance of intoxication
- c. Profane language
- d. Spitting or nose-blowing into the pool or onto the deck
- e. Loitering near the lifeguard stations or check-in area
- f. Smoking
- g. Food of any kind

- h. Chewing gum
- i. Glass Containers
- j. Changing of diapers, except on designated changing tables in the bathrooms or in private stall areas.

5. Sauna

The Sauna must be used according to manufacturer safety and usage guidelines. (The Sauna operating manual is posted outside of Sauna door.) The purpose of these guidelines and their approval at WAL is to ensure the health, safety and welfare of all patrons.

- a. All Sauna patrons must take a shower at the pool area prior to using the Sauna.
- b. Pursuant to the Sauna operating manual:
 - Pregnant women, elderly persons and those suffering from heart disease, high or low blood pressure, or anyone using anticoagulants, antihistamines, vasoconstrictors, vasodilators, stimulants, hypnotics, narcotics or tranquilizers should seek medical advice prior to using the sauna.
 - Those persons under the influence of alcohol or drugs should not use the Sauna.
 - Sauna users should not use the Sauna immediately after a meal.
 - Children may not use the sauna without supervision.

NOTE: Other recommendations may apply – please consult the Sauna operating manual.
- c. To ensure hygienic safety, Sauna patrons must place a towel or similar article on all wooden parts of the Sauna where their bodies touch the wood.
- d. To avoid fire hazards or accidents, Sauna patrons are prohibited from bringing the following items into the Sauna: Paper products (newspapers, paper towels, etc.) and combustible containers (deodorant, hair spray, etc.) into the Sauna.

6. Not Permitted in Sauna

- a. Exercise
- b. Loud conversation
- c. Drying of towels, clothing or anything else
- d. Smoking

- e. Cell phones and other electronic devices
- f. Changing clothes

7. Spa (Hot Tub)

- a. Entering the spa when closed or without a lifeguard on duty is strictly prohibited.
- b. Pursuant to the Centers for Disease Control and Prevention, “Hot Tub User Information” the following restrictions apply:
 - Pregnant women should consult a physician before hot tub use, particularly in the first trimester
 - Children under five years of age should not use the hot tub

NOTE: Spa users are responsible for ensuring use is consistent with other Centers for Disease Control and Prevention Regulations which may apply.
- c. Everyone must take a shower in the pool area prior to using the spa.
- d. Users may enter and exit only by using the steps. Jumping or running into the spa is prohibited.
- e. Persons may use the spa up to a maximum of 15 minutes at any one time period. Lifeguards have the discretion to require breaks for any spa user that, in their opinion, requires one.

Source: Policy Resolution #82: Pool, Spa and Sauna Rules (June 28, 2016)

8. Fitness and Aquatic Temperature Settings

The Board established the following guidelines for [Fahrenheit] temperatures in the Fitness and Aquatic Center:

Pool Water	85 Degrees
Pool Air	88 Degrees
Fitness Center	68–70 Degrees
Sauna	185 Degrees
Dressing Rooms	72 Degrees
Jacuzzi	104 Degrees

The General Manager has the authority to adjust these temperatures up to three degrees in either direction in order to maintain the comfort level of the users due to seasonal fluctuations.

Source: General Resolution #927: Temperature Settings for the Fitness & Aquatic Center (January 27, 2009)

RACQUET SPORTS/FACILITIES COURTS

The following rules are intended to achieve the maximum use of these courts by residents and their guests, to minimize the operating and maintenance costs of the courts, to reduce the potential for accidents and to encourage proper court conduct and safety by and for all participants. These rules are primarily self-enforcing and rely on the cooperation of all residents to assist in their implementation.

CONTRACTS

Contracts for indoor tennis, racquetball and pickle ball reservations will be available for winter, spring, summer and fall seasons. Rules and provisions pertaining to the contracts, operation of the contract lottery, the court fees and the operating hours are provided in *Administrative Resolution #5C*.

TENNIS

1. Tennis Reservations

- a. Reservations: For reservation purposes on either the indoor or outdoor courts, the following definitions apply:

Non-Prime Time	MONDAY THROUGH FRIDAY NOON UNTIL 5 P.M.
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Prime Time	ALL OTHER HOURS OF OPERATION INCLUDING ALL DAY ON HOLIDAYS
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- b. When making reservations, residents will provide name and building/unit number. This information will be used to verify a resident's eligibility to make court reservations. Association Management will provide the Racquet Club staff with a current list of residents with the associated building and unit numbers, and home telephone numbers. Association Management will also provide the Racquet Club staff with a current blocked amenities list.
- c. Reservations can be made by residents no sooner than seven days prior to the date of play by calling the Racquet Club at 703-370-7047 or by a personal visit to the Racquet Club. The outdoor reservation sheet will be posted at the outdoor courts at the close of Racquet Club business. Residents may then reserve a court only by going to the outdoor courts and posting their name and building/unit number in an unreserved time slot.
- d. Reservations will only be made in the name of the person calling or visiting the Racquet Club and cannot simultaneously be made for another party.
- e. Court reservations are limited to one hour for singles and two hours for doubles, based upon demand. All reservations start on the hour. To ensure

fairness and maximum resident utilization, a resident may not participate in more than one reservation per day.

- f. Unreserved court time will be available on a first-come, first-served basis to residents. An individual occupant of a court must surrender the court to waiting players unless joined by another player. Free time begins at the start of each hour and the same time limits apply as for reservations (maximum of one hour for singles, two hours for doubles).
- g. If a doubles reservation is made and fewer than three players show, the court automatically reverts to a one-hour reservation. The second hour of play becomes free time and may not be used by the same players.
- h. The Racquet Club will maintain a waiting list and will reschedule reservations when a cancellation is received before the reservation list is posted at the outdoor courts. Persons on the waiting list should specify what times they will be available for play when signing up. If the Racquet Club office is unable to contact a person on the waiting list, the persons following on the list will be contacted consecutively until the reservation is filled.
- i. If players for reserved periods are not on the court within 15 minutes into the reserved period, the court shall revert to free time and may be reserved by another resident.
- j. A person without a court reservation and without a partner may not occupy a court during prime time if other players are waiting to play. An individual occupant of a court must surrender the court unless joined by another player or unless the court has been reserved for individual practice during non-prime time.
- k. The resident(s) in whose name(s) the reservation is made must participate in court play.

2. General Tennis Court Rules

- a. Hours: The outdoor tennis/pickleball courts (#3 and #4) will have operating hours each day beginning at 7 a.m. and ending at 11 p.m. Outdoor tennis courts #5 and #6 will have operating hours each day beginning at 7 a.m. and ending at 10 p.m. Patrol Services will ensure that the court lights are turned off at 11:15 p.m. and that the courts are not used earlier than 7 a.m.
- b. The outdoor courts may be used only by residents and their authorized guests. Residents using the courts or residents in whose name a reservation is made must have their WAL identification cards when using the courts and present this identification to a Patrol Services Officer (or to other representatives of WAL Management) to verify a challenged use and/or reservation of the courts.

- c. Any resident may extend the use of the courts to non-resident guests, but one of the players must be a resident throughout singles play and throughout doubles play.
- d. No one is allowed on the tennis/racquet sports courts as a player without tennis shoes except as necessary for authorized Management, Maintenance or Patrol Services duties. Tennis shoes with soles that “mark” the court are prohibited.
- e. All rules of tennis etiquette apply while on the courts.
- f. The courts are never to be used for any purpose other than the sport intended (i.e. tennis, pickleball, etc.).
- g. “Socializing” — or any other activity — on the courts is prohibited between 11 p.m. and 7 a.m.
- h. Food is not permitted on the courts at any time. Alcoholic beverages and breakable beverage containers are prohibited. Smoking is prohibited on the courts at any time.
- i. Pets are prohibited from the courts and pets may not be leashed or staked on or near the courts (except as permissible by law).
- j. No littering on the courts.
- k. During authorized periods of artificial illumination of the courts, players are responsible for switching off the lights if other players are not on hand for the next time period. At any time that the lights are on when players are not using the courts, WAL Management will ensure that WAL Patrol Services turns the lights off.
- l. All persons using the courts do so at their own risk. The Association assumes no responsibility for any accident or injury in conjunction with such use, or for any loss or damage to personal property.
- m. Only participating players are allowed on the outdoor courts. Spectators and non-participants are not permitted on any outdoor court for any reason.

RACQUET CLUB

Indoor Racquet Club hours are established and promulgated by the Board of Directors. Except as noted here, any additional use of the indoor Racquet Club is subject to approval by the Board of Directors.

1. Indoor Racquet Club Reservations

- a. For reservation purposes on either the indoor or outdoor courts, the following definitions apply:

Non-Prime Time MONDAY THROUGH FRIDAY
NOON UNTIL 4 P.M.

Prime Time ALL OTHER HOURS OF OPERATION
INCLUDING ALL DAY ON HOLIDAYS

- b. When making reservations, residents will provide name, building and unit number. This information will be used to verify eligibility of a resident to make court reservations. Association Management will ensure that the Racquet Club staff are provided a current list of residents with the information required for verification of a resident's eligibility to make reservations and to use the Racquet Club.
- c. Reservations can be made by residents no earlier than seven days prior to the date of play by calling the Racquet Club at 703-370-7047 or by a personal visit to the Racquet Club. Reservations will only be made in the name of the person calling or visiting the Racquet Club and cannot simultaneously be made for another party.
- d. Court reservations are limited to one hour for singles and two hours for doubles. All reservations start on the hour. To ensure fairness and maximum resident utilization, no resident may participate in more than one reservation per day. For reservations, at least one of the participants must be a resident and be named when the reservation is made. When a racquet sport court is not reserved and no one is waiting to use the court, the persons finishing a period of play (one or two hours) may continue to play on the court in increments of one-half hour and will pay the applicable court rental fee.
- e. The resident(s) in whose name any reservation is made must participate in the court play for which a court is reserved.
- f. Reservations are not transferable and must be used by the resident in whose name the reservation is made.
- g. The Racquet Club staff will maintain a waiting list and will reschedule a reservation when a cancellation is received. Persons on the waiting list should specify what times they will be available for play when signing up. If the Racquet Club staff is unable to contact the first eligible person on the waiting list, the persons following on the list will be contacted consecutively until the reservation is filled.
- h. Persons reserving random court time will be charged for the court period unless the reservation is cancelled 24 hours in advance or the cancelled court time is resold as random time to another eligible resident. Failure to

pay for reserved court time will lead to immediate revocation of reservation privileges until payment has been made.

- i. Contract provisions are provided in *Administrative Resolution #5C*.
- j. The Indoor Racquet Club will be available for rent for recreational tennis/racquetball/pickleball parties on any Friday and Saturday evening (which is not a holiday) from 6 p.m. until 10 p.m.
- k. The resident reserving the Racquet Club shall be present at all times while the party is in progress and will be financially responsible for damage, care and cleanliness of the facilities during the course of the party. During party rentals, all rules concerning no food or beverages permitted on the courts will remain in effect. Smoking is never permitted anywhere in the Racquet Club. Water in non-breakable containers is permitted on the courts.
- l. Reservation(s) for Racquet Club party rentals will be accepted at least two weeks in advance of the event on a first-come, first-served basis, and such reservations will be accompanied by a payment for the total amount of the rental fee. If a personal check is used to make the payment, the check shall be made payable to the Watergate at Landmark Condominium Association. Refunds shall not be made unless the reservation is cancelled at least a week before the party date. A security deposit of \$100 is required to cover any damage to the facility incurred during a party rental. This deposit will be returned to the resident within 72 hours after the rental date if there is no damage to the facilities.

2. General Racquet Club Rules

- a. Residents who have reserved courts must bring their WAL identification cards with them when using the Indoor Racquet Club.
- b. Any resident may extend the use of the courts to non-resident guests but must be one of the players throughout the court-use time.
- c. No player is allowed on the courts without tennis shoes except as required by authorized Management, Maintenance and Patrol Services personnel. Tennis shoes with soles that “mark” the courts are prohibited. No player is allowed on the courts without a shirt.
- d. All rules of tennis etiquette apply while on the courts.
- e. Smoking is not permitted in the Racquet Club at any time. Food is not permitted on the courts. Non-breakable plastic, covered water containers are permitted on the courts.
- f. During party rentals only, beverages may be consumed in the court area within two feet of the wall which divides the office and court area #7.

- g. The telephone in the office of the Indoor Racquet Club is exclusively for reservation service and Racquet Club business calls. Except in the case of emergencies or other necessary phone calls, this telephone will not be used by staff or others for personal calls or calls not directly related to court reservations or Racquet Club business.
- h. Only participating players are allowed on the indoor courts. Spectators and non-participants are not permitted on any indoor court for any reason.
- i. All persons using the Racquet Club do so at their own risk. The WAL Condominium Unit Owners Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
- j. Pets are not permitted in the Racquet Club at any time (except as permissible by law).
- k. Racquetball players must use the locker room areas or the office for changing clothes and the storage of all items. They should then proceed directly to the racquetball court to commence playing.
- l. Racquetball players must use protective eyewear.

3. Racquet Club Rule Violations

- a. The Activities Director will enforce the rules and procedures on the use of the Outdoor and Indoor Racquet Club and may act upon complaints of others and/or on the suitable evidence of misuse of the Racquet Club facilities or on violations of the operating instructions or the rules.
- b. An abuse of the rules and procedures may result in the loss of reservation privileges for a 30-day period and/or a fine imposed in accordance with procedures set forth in *Policy Resolution #4*.
- c. Persons placed on suspension, fined, or disciplined retain the right of appeal. Residents may appeal any suspension or other disciplinary action coming from Management to the Covenants Committee. If disciplinary action is appealed, enforcement will be postponed until the appeal is concluded.
- d. The Activities Director has the authority to refer any rules violation to the Covenants Committee and/or to the Board of Directors.

Source: Administrative Resolution #5B: Racquet Sports Facilities Courts Rules (May 26, 2016)

ROOFTOP OBSERVATORY DECKS

The Rooftop Observation Decks (located on Buildings 1 and 2) will be generally open to resident and resident guest use between the hours of 6 a.m. and 10 p.m.

1. Authorization to Access

- a. To use the Rooftop Observation Decks, primarily responsible residents of a unit must complete a Rooftop Observation Decks User Authorization form. (See Appendix, Exhibit 1.) The Authorization Form is also available at the Resident Services Office and must be completed, signed and submitted to the Resident Services Office.
- b. Upon receipt of a completed Authorization Form, rooftop observation deck doorways will be configured to open to key fobs of individuals residing in Buildings 1 and 2. Other residents may use the rooftop observation decks by contacting Patrol Services Communications, provided, however, a completed Authorization Form has been submitted to Management.
- c. Residents of units listed as having blocked amenities will not be granted access to the rooftop observation decks.
- d. Access to one or both rooftop observation decks may be restricted at any time by Management based on current weather conditions, need for maintenance or repairs, or other discretionary factors, and these restrictions will take precedence over open-access hours.
- e. Use is strictly limited to the rooftop observation decks and immediate pathways between rooftop doorways and rooftop observation decks. No other roof access by residents or guests is permitted at any time and may be considered criminal trespassing.

2. Use and Safety

- a. Sports equipment (i.e. balls), wheel recreational vehicles and unsafe activity or behavior destructive to property is not permitted on the rooftop observation decks.
- b. In accordance with City of Alexandria childcare guidelines, residents and guests age 9 and under should always be in the care of a responsible person.

Source: Policy Resolution #100: Rooftop Observatory Decks (September 26, 2017)

See Appendix for **Rooftop Terrace User Authorization** form (Exhibit 1).

NON-RESIDENT OWNERS RIGHT TO USE AMENITIES

Non-resident unit owners are not authorized to use Watergate at Landmark amenities except when the owner does not have a lessee or occupant in the unit.

Source: Administrative Resolution #131-97: Non-Resident Owners Right to Use Amenities (March 25, 2017)

USE OF RECREATIONAL AMENITIES OR COMMON ELEMENTS TO OPERATE A BUSINESS

1. Personal Instructors

- a. Residents may hire an instructor (resident or non-resident) for personal lessons.
- b. Non-residents, visitors and house guests may not use any Watergate at Landmark amenity to receive instructions or lessons.
- c. Instructors are required to provide proof of insurance coverage to the Association office (*as detailed by Association's insurance agent in Watergate at Landmark's Condominium Unit Owners Waiver, Release and Assumption of Risk form*).
- d. If a resident wishes to hire an instructor for a lesson utilizing a Watergate at Landmark amenity, it is each resident's responsibility to ensure that all related actions are in compliance with Watergate at Landmark's rules and regulations.
- e. If Watergate at Landmark's rules and regulations permit reservation of time, the resident who is receiving or giving instructions is responsible for reserving the time.
- f. Group lessons (more than four students and one instructor) are not permitted except those which are sponsored by the Association as part of the Community Activities Program.

2. Business Solicitation/Advertising

- a. It is the policy established by the Board of Directors that no person is authorized to solicit business or advertise a business on Watergate at Landmark property that utilizes any recreational facility or common element, including but not limited to the indoor and outdoor pools, indoor and outdoor sport facilities, fitness centers, putting green, billiards/table tennis room, playground, volleyball court, party rooms, etc.

Source: Administrative Resolution #132: Use of Recreational Amenities or Common Elements to Operate a Business (September 30, 2014)

SECTION 5: RENOVATIONS AND ARCHITECTURAL RESTRICTIONS AND GUIDELINES

Depending upon the extent of the renovation, some modifications within a unit for which a contractor or vendor is being utilized or entering Watergate property require completion and submission of a form titled a ***Renovation/Architectural Change Request***. Others that are less extensive do not require an application.

RENOVATIONS THAT DO NOT REQUIRE APPLICATION

Among the renovations and upgrades not requiring an application are alterations, remodeling and maintenance by either unit owners or contractors that involve painting, wallpapering, replacing carpet with carpet, replacing flooring with the same type of flooring, replacing or installing new window coverings, and decorating within a unit as defined in the Association's Declaration.

Additionally, replacing existing appliances with new appliances in the same location, replacing plumbing fixtures with the same or similar plumbing fixtures, replacing light fixtures, outlets, thermostats and switches with the same or similar light fixtures, switches and outlets, and installation of new closet shelving do not require Covenants Committee approval.

NOTE: Prior notification to Patrol Services regarding vendors delivering related supplies and appliances is required for controlled access.

RENOVATIONS THAT DO REQUIRE APPLICATION AND COVENANTS COMMITTEE APPROVAL

The following sections address renovations and projects that require submission of a ***Renovation/Architectural Change Request***.

1. Electrical Repairs, Alterations and Maintenance

As a general rule, any repairs or improvements that require building permits by the Alexandria Department of Code Administration require Covenants Committee approval as well. If repairs are considered an emergency, the General Manager or Facilities Director may approve the repair. Permits must be submitted with the Renovation and Architectural Modification Request when required.

- a. Any TV COAX cable which is embedded in the walls of the unit and delivers the Association's TV signal requires Management approval to repair, reconfigure or reroute in any fashion. Commercial cable TV COAX cables (such as Comcast) do not require Management or Covenants Committee approval for installation or repair of COAX cables in a unit's perimeter.

Cable TV wiring is not considered electrical wiring and can be concealed in the walls or exposed inside the unit.

- b. Removal and replacement of the existing electric panel box must have Management and Covenants Committee approval. The Unit Load Center must be replaced with a Load Center of the same amperage and in the same location in the unit and must be manufactured as specified by the Board of Directors. All new electrical wiring must be in BX armored cable. No obstructions may be placed in front of the Unit Load Center (Electrical Panel Box).
- c. The Association assumes no responsibility for any damage to person or property resulting from, or related to, any change in wiring from that previously installed, whether or not such change has the approval of the Covenants Committee, as the Covenants Committee cannot control quality of workmanship relative to the change, or errors or omissions of pertinent information on the application.
- d. When electrical changes are made, the unit owner or contractor is required to notify City of Alexandria Code Enforcement to inspect the work. Code enforcement will approve or disapprove the work and post results on its website. The unit owner or contractor will provide Management with a copy of the results for their files.

2. Plumbing and HVAC Mechanical Repairs/Maintenance

If any proposed change to the plumbing and/or HVAC mechanical system of a unit (aside from thermostat replacement) would affect the unit of application, including the replacement or alteration of fixtures (e.g. tubs, toilets, bidets and sinks), appliances and HVAC mechanical units, another unit or units, or the common elements, or unit elements for which the Association takes responsibility, or significantly increase the water consumption of that unit, the owner must obtain prior approval of the Covenants Committee, using the application form attached to *Administrative Resolution #2.*

- a. Codes, Licensing and Approval
 - Said plumbing and HVAC mechanical work must be done in accordance with the laws of the Commonwealth of Virginia or the ordinances of the City of Alexandria and the Virginia Uniform Statewide Building Code.
 - Compliance will include possession of a qualifying contractor's license (DPOR), tradesmen documentation, business license, and all necessary permits required by the Virginia Uniform Statewide Building Code. Adding a bidet device to a toilet requires an application (and possibly a permit).
 - Plumbing penetrations of the structural concrete walls, columns or slabs may not be moved nor may new penetrations be made for any reason. If during the course of renovation or repair any damage is found to the common plumbing piping, the unit owner must contact Association Management immediately.

- b. Washing Machine Hoses: Management will replace deficient washing machine hoses annotated in the Certificate of Resale as such through the Watergate at Landmark Handyman Program at homeowner expense using 120 psi flexible metal hoses.
- c. HVAC Condensers
 - Replacement of the HVAC Condensers must be done in compliance with *Policy Resolution #45: Exterior HVAC Grilles* and so as not to affect the exterior walls of the building. Any damage to the exterior walls of the building done by condenser repair or replacement will be repaired by the Association at the owner's expense.
 - The work to repair or replace a condenser must be inspected by the Facilities Director prior to this work commencing and after the work is done.
 - The Association assumes no responsibility for any damage to person or property resulting from, or related to, any change in plumbing or HVAC Mechanical systems from that previously installed, whether or not such change has the approval of the Covenants Committee, as the Covenants Committee cannot control quality of workmanship relative to the change, or errors or omissions of pertinent information on the application.
 - Moving internal plumbing requires a permit and inspection by the City of Alexandria.

3. Wall or Door Repairs and Maintenance

- a. Painting, wallpapering and decorating of any common element including the balcony, entry door or door frame exterior by an owner or resident is not permitted.
- b. Alteration, removal or installation of any unit wall, door and door frame requires approval of the Covenants Committee prior to implementation. Any major construction, such as removing a wall, etc. requires a permit and inspection by the City of Alexandria Code Enforcement; results shall be provided to Management.
- c. Window coverings must not be attached to any exterior doors or windows. They may be attached to the gypsum drywall portions of the exterior walls around or above the windows and doors.

4. Exterior Balcony HVAC Closets

- a. The exterior walls and doors of the balcony HVAC Closets are the property of the Association and cannot be altered in any way.
- b. The condenser and HVAC Air Handling Unit (AHU) are the property of the owner and can be repaired or replaced with Covenant's Committee or Management approval.

- c. The owner is required to have the closet conditions inspected by Management prior to and after replacement to ensure that there is no damage to the Association's common area elements. No construction is allowed in these closets other than the repair and replacement of the owner-owned HVAC equipment.
- d. The balconies are limited common elements and cannot be painted or altered in any way.

STRUCTURAL MODIFICATIONS NOT PERMITTED

Under no circumstances may structural elements such as load-bearing walls, columns or slabs, etc. be altered in any way. If there are any questions about whether a wall, beam, column, or slab is load-bearing or structural or not, the unit owner must contact Management before any work begins. Any damage to any structural load-bearing wall, column, beam or slab must be repaired at the unit owner's cost. That cost may include the temporary evacuation of the building and all costs incurred by WAL or any other unit owner if the damage to the structural element is so severe that the City of Alexandria deems the building unsafe for occupancy and/or use.

RELOCATION OF UNIT BOUNDARIES BETWEEN UNITS

Pursuant to Paragraph X of the Declaration and the provisions of the Virginia Condominium Act, unit owners may relocate unit boundaries between units subject to the following provisions:

- a. Applications for relocation of unit boundaries must be submitted to the Board of Directors and approved prior to any change. Applications must be made jointly by the owners involved.
- b. While the Board may not unreasonably withhold approval of the proposed relocation, it may require that such relocation meet the requirements set forth. The application must contain the following:
 - Diagram of proposed changes to unit boundaries
 - Proposed reallocation as between the units involved of the aggregate undivided interest in the common elements appertaining to those units
 - Proposed reallocation as between the units involved of the aggregate number of votes in the Unit Owners Association allocated to those units
 - Identification of person or firm to perform construction relative to boundary relocation
 - Time schedule for construction and/or demolition of walls
 - Name and address of applicant's counsel(s)

- c. Any new walls must at a minimum meet the standards of original construction, or current building codes, if such exceed the standards of original construction. (Renovations involving new walls require permits that must be submitted to Management with the Renovation application.)
 - Pursuant to the Virginia Condominium Act, applicants assume responsibility for all costs related to a relocation of boundaries, including but not necessarily limited to the following: costs of filing amendments to Declaration, Bylaws and Plats and Plans, including legal fees related thereto; and certifications by a registered land surveyor and a registered architect or engineer, as required in the Virginia Condominium Act, such costs to be divided between or among applicants as they will agree in writing among themselves.
- d. Construction and/or demolition of wall boundaries shall not commence until applicant has met the requirements imposed by the Board and all appropriate instruments have been prepared, executed and acknowledged and all fees paid.
- e. Construction and/or demolition shall be done in such a way as to not unreasonably disturb or interfere with other residents.
- f. Responsibility for removal of any debris resulting from the relocation, including cost, if any, will be borne by the applicants, as they will in writing determine among themselves. If applicants fail to promptly and properly dispose of debris, the Association will take such action and levy a special assessment against the owner(s) to cover such expense.
- g. Only those provisions relating to noise and removal of debris in this section apply to an owner who has acquired two or more adjoining units and removes the non-bearing wall dividing partitions. Pertinent sections of the Virginia Condominium Act will apply in such a case.
- h. The removal of the non-load bearing wall will not be deemed an alteration of boundaries within the meaning of the pertinent sections of the Virginia Condominium Act and applications for such a change will be submitted to the Covenants Committee for approval.

SUBDIVISION OF UNITS

Pursuant to the Association's Declaration and provisions of the Virginia Condominium Act, unit owners may subdivide units, subject to the following provisions:

- a. The application must be submitted to the Board of Directors and approved prior to any subdivision. Where such unit subdivision involves the owners of more than one unit, the application must be made jointly by all owners involved.

- b. The Board will not unreasonably withhold approval of the proposed subdivision, but it may require that such subdivision meet the requirement set forth under *Section VI of Policy Resolution #96*, except that responsibility for cost will be pursuant to the Virginia Condominium Act.

COSTS ASSOCIATED WITH RENOVATIONS/ARCHITECTURAL CHANGES

- a. The cost of obtaining architectural and engineering services or other expenses incurred by the Covenants Committee or the Board of Directors of Watergate at Landmark Condominium Unit Owners Association in acting on a request for changes to the common elements is presumed to be an inherent part of the cost of additions, alterations or improvements exclusively or substantially exclusively for the benefit of the unit owner or owners pursuant to the Bylaws. As such:
 - The unit owner or owners may be liable for all costs imposed under *Policy Resolution #96* regardless of the ultimate disposition of the request for a change to the common elements.
 - Any unit owner or owners requesting a change to the common elements will be apprised of *Resolution #96*.
- b. If, however, the requested changes are not exclusively, or substantially exclusively, for the benefit of the requesting unit owner or owners, then the expenses described above will be treated as common expenses.

OTHER RESTRICTIONS: DOOR, DOORBELLS, KNOCKERS, HANDLES, LOCKS, ETC.

The entry door and doorframe of a unit, except for the door hardware, is the property of the Association. The door hardware is the property and responsibility of the unit owner.

1. Damages

Any damage to a door or doorframe, caused by an owner, lending institution executing a foreclosure, contractor, visitor or agent of a resident, will be strictly the responsibility of the unit owner associated with such and [costs] shall be immediately reimbursed to the Association.

2. Changes/Additions

- a. With the exception of replacing or re-keying existing locks, changes or additions to the entry/door of a unit as originally installed are not permitted except as described below (“Cipher Locks”) which details a permitted mode and installation guidelines. When replacing locks, owners will complete a related application for notification purposes only.

- Cipher Locks: The Association has approved a fire-rated cipher lock in nickel finish (Schlage BE365) for installation on residential unit entry doors and allows no more than two keyways maximum (including a cipher lock) on residential unit entry doors. The cipher lock must be installed no more than six inches above the top key lock. Owners will notify Management of this installation and provide a key and copy of the cipher to Management for emergency access.
- b. A wireless door chime device may be placed only on the inside of the entry door metal frame of a unit provided the device does not extend beyond the frame. The Covenants Committee will review requested exceptions to this rule should the device not function when affixed to the metal surface.
 - c. Video doorbells: Unit owners may request a video doorbell as an exception to policy (modification). Once approved, the installation location requirements are:
 - [Must be] installed on the wood surround two inches below the unit's number and cannot be installed on the door frame or door itself
 - Doorbell finish must be nickel or silver
 - The owner is required to remove the video doorbell and restore the wood surround upon move out. If not done, Watergate staff will uninstall the video doorbell at owner expense.
 - d. Weather stripping around the doors is not permitted.

CONTRACTOR ACCESS/OWNER AND CONTRACTOR RESPONSIBILITIES

In order to assist with controlled access to Watergate, notification to Management of the use of contractors and workers is required.

- a. In addition to the submission of related paperwork detailed above, owners must call their contractors and workers in to Patrol Services to ensure their entry through the Front Gate. Contractors and material deliveries will be denied access to the property unless proper prior notification has been made.
- b. Contractors, subcontractors, painters, plumbers and other building trades may enter the building no earlier than 8 a.m. and must exit no later than 6 p.m., Monday through Saturday (except for emergency repairs). However, hammering, sawing, power tools, or other activity that may generate noise to other units by a contractor are strictly forbidden on Saturdays.
- c. Work other than emergency repairs is prohibited on Sundays and Federal Holidays.
- d. Emergency repairs are allowed provided that Patrol Services is notified prior to contractor admittance to the property and Patrol Services has granted an exception.

- e. Unit owners may personally do work on Saturday but are limited for noise between 10 a.m. and 4 p.m. Noise complaints outside of these timeframes are to be brought to the attention of Patrol Services.
- f. Contractors, subcontractors, painters, plumbers and other building trades must enter and exit the building through the loading dock. Contractors must use the service elevator except when directed by Patrol Services to use the passenger elevator. The service elevator door may not be held open by blocking the door. Materials to be transported should be arranged to enable expeditious loading.
- g. Vehicles may not be parked in the service bay except as necessary for loading and unloading and in a way that minimizes any inconvenience to residents or other workers who may also need the use of those facilities.
- h. It is the owner's responsibility to ensure that contractors, subcontractors, painters, plumbers and other building tradesman and guests do not damage the corridors, elevator, loading dock and other common areas of the Condominium and maintain those areas clean and free of debris at all times.
- i. There should be no obstruction of or work in the common elements nor may anything be stored in the common elements.
- j. The Association trash receptacles and loading dock are not to be used for trash, appliances or debris generated from construction, upgrades or repair of any unit. All trash and debris must be hauled away from the property and loading dock on a daily basis by those working on any unit.
- k. Any damage to any common area will be strictly the responsibility of the unit owner utilizing the contractors, sub-contractors and helpers.

EXCEPTIONS

These guidelines were carefully designed for the general good of the entire Watergate at Landmark Community. Individual requests for exceptions will be considered upon proper application to the Covenants Committee and may be granted in special instances.

APPLICATION AND PROCEDURES

Owners will comply with the application and procedures as determined with appropriate administrative resolutions.

Source: Policy Resolution #96: Renovation & Design Restrictions and Policies (January 29, 2019)

CARPETING/FLOOR COVERINGS

Sufficient carpeting or rugs will be maintained on a minimum of 80 percent of the floor surfaces (except hard-surfaced and marble-floored foyers, kitchens, closets and bathrooms) in units located over other units to adequately reduce transmission of sound between units. (It is highly recommended that all carpeting be sufficiently padded with no less than 3/8" high density material and sound underlayment be put under wood flooring to avert the possibility of noise complaints that could result in a violation of Watergate noise rules.)

Source: Section 6.8 (10) Watergate at Landmark Condominium Unit Owners Association Bylaws

RENOVATION AND ARCHITECTURAL MODIFICATION REQUEST REVIEW PROCEDURES

RESIDENTIAL REPAIRS, ALTERATIONS, REMODELING AND MAINTENANCE

Requests for renovation and architectural modifications to a unit (contractor or individual owner's work) must be completed and approved prior to work starting. A **Renovation/Architectural Modification Request** form may be obtained from the Association Office (across from the Resident Services office window in Community Center) or downloaded from the Watergate website. Approval will be provided within 10 days. *Please note that some renovations may include the additional requirement for a City of Alexandria permit.*

As a general rule, less extensive changes and alterations within a unit, such as painting, wallpapering, replacing old carpet with new carpet, replacing flooring with the same type of flooring, or getting a new appliance that is being installed in the same location do not require submission of an application.

1. Decision Timeframe and Requirements

- a. Please plan to allow up to 10 days for Covenant Committee Review.
 - An expedited service with a five-day turnaround time for Covenants Committee Review is available for a fee (see FY Budget Fee Schedule) if needed.
- b. Owners proceeding with projects absent a completed review and approval will be subject to a more costly *After-the-Fact* Renovation fee.
- c. Owners preparing to undertake any type of repair, alterations, remodeling, maintenance or modifications must refer to *Policy Resolution #96: Renovation and Architectural Modification Policies* as well as the Association Bylaws. These documents will clarify the Association's standards and policy on projects and review requirements. In some cases, standards are based upon [Alexandria] City or national Code requirements.

- d. All application requests must include photos of the proposed area to be renovated with the submission.

2. Electrical Repairs, Alterations and Maintenance

- a. Wiring must be done in accordance with the laws of the Commonwealth of Virginia, the Virginia Uniform Statewide Building Code, or the ordinances of the City of Alexandria, Virginia. Compliance will include possession of a qualifying contractor's license and the obtaining of all necessary permits.
- b. Replacement of electrical appliances in the same location in the unit does not require prior Covenants Committee approval provided that there are no changes to electric circuitry or the wiring system.
- c. Removal and replacement of the existing electric panel box must have Covenants Committee review and approval. The Unit Load Center must be replaced with a Load Center of the same amperage and be at the same location in the unit and must be manufactured as specified by the Board of Directors. All new electrical wiring must be in BX armored cable.
- d. Cable TV wiring is not considered electrical wiring and can be in COAX cable and can be exposed or in the walls.
- e. The application should contain the following:
 - Diagram, photos, drawings and description of the proposed changes to the wiring system
 - Electrical load under the proposed system
 - Statement as to whether other unit(s) or common elements would be affected by the change and description of how other unit(s) would be affected if applicable
 - Identification of person(s) or firm(s) to perform work, together with a copy of the Appropriate Virginia Department of Professional and Occupational Regulation (DPOR)
 - Contractor's License, tradesmen documentation and applicable locality business license
 - Time schedule for completing the project
 - City permit if required (*Permitting guidelines are available in the Association Office*)

3. Plumbing and HVAC Mechanical Repairs and Maintenance

If any proposed change to the plumbing and/or HVAC mechanical system of a unit (aside from thermostat replacement) would affect the unit of application, including the replacement or alteration of fixtures (e.g. tubs, toilets, bidets and sinks), appliances and HVAC mechanical units, another unit or units, or the common elements, or unit elements for which the Association takes responsibility, or significantly increase the water consumption of that unit, the owner must obtain

prior approval of the Covenants Committee, using an application form (see Appendix, Exhibit 2).

a. Codes, Licensing and Approval

- Alteration of a toilet with a bidet device or attachment does require an application and a plumbing permit.
- Said plumbing and HVAC mechanical work must be done in accordance with the laws of the Commonwealth of Virginia or the ordinances of the City of Alexandria and the Virginia Uniform Statewide Building Code.
- Compliance will include possession of a qualifying contractor's license (DPOR), tradesmen documentation, business license, and all necessary permits required by the Virginia Uniform Statewide Building Code. Adding a bidet device to a toilet requires an application (and possibly a permit).
- Plumbing penetrations of the structural concrete walls, columns or slabs may not be moved nor may new penetrations be made for any reason. If during the course of renovation or repair any damage is found to the common plumbing piping, the unit owner must contact Association Management immediately.

b. HVAC Condensers

- Replacement of the HVAC Condensers must be done in compliance with *Policy Resolution #45: Exterior HVAC Grilles* and so as not to affect the exterior walls of the building. Any damage to the exterior walls of the building done by condenser repair or replacement will be repaired by the Association at the owner's expense.
- A plan to repair or replace a condenser must be submitted and approved by the Facilities Director prior to this work commencing and after the work is done.

c. The application should contain the following:

- Diagram, photos, drawing and description of the proposed changes to the plumbing system
- Statement as to whether other unit(s) or common elements would be affected by the change and description of how other unit(s) would be affected if applicable
- Identification of person(s) or firm(s) to perform work
- Time schedule for completing the project
- City permit if required (*Permitting guidelines are available in the Association Office*)
- Installation of shut-off valves if not currently functioning or installed

CONTRACTOR LICENSURE AND RELATED DOCUMENTS

Owners must hire contractors in possession of a qualifying contractor's license (DPOR), tradesmen documentation, business license and all necessary permits

required by the Virginia Uniform Statewide Building Code. The City of Alexandria requires that contractors working in a high-rise, multi-family dwelling have an RBC (Residential Building) or CBC (Commercial Building) or CIC (Commercial Improvement Contractor) designation on their contractor's license.

There are no exceptions. Contractors must provide documentation that all required inspections have occurred to satisfy the Virginia Uniform Statewide Building Code and the WAL Rules and Regulations.

PERMITS

If applicable, a copy of City of Alexandria Building, Electrical and or Plumbing permits must be submitted to the Association Office with the application.

REVIEW OF RENOVATION AND ARCHITECTURAL MODIFICATION REQUESTS

Approval of an application may be denied for any of the following reasons:

- Incomplete or unclear application, in which case it will be returned to applicant
- Covenants Committee determines that the change would significantly increase water consumption
- Other unit(s) or common elements would be adversely affected by proposed change
- Other valid reasons as determined and expressed by the Covenants Committee

RELEASE OF LIABILITY

The Association assumes no responsibility for any damage to person or property resulting from, or related to, any change in wiring, plumbing or HVAC Mechanical systems from that previously installed, whether or not such change has the approval of the Covenants Committee, as these parties are not able to control quality of workmanship relative to the change, errors or omissions of pertinent information on the application.

Source: Administrative Resolution #2: Renovation and Architectural Modification Request Review Procedures (January 29, 2019)

*See Appendix for **Renovation/Architectural Change Request** form (Exhibit 2).*

EXTERIOR HVAC GRILLES AND CLOSET RESTRICTIONS

Each unit has a Heating Ventilation and Air Condition (HVAC) utility closet located on the balcony. Within each utility closet fascia wall is a vent/grille for the air

conditioner condenser. Although the unit owner owns and maintains their individual HVAC unit, the Association is responsible for the structure and owns and maintains the walls and exterior vent.

In the fall of 2016, the Association began a complete replacement of the fascia wall and grille/vents, which is addressed below.

HVAC FASCIA RENOVATION PROJECT MODIFIED EXTERIOR HVAC GRILLES

The Heating, Ventilation, and Air Conditioning (HVAC) Fascia Renovation Project began in 2016. Over the succeeding years, sections of the residential buildings will have their outdoor balcony utility closets renovated.

Inside these closets is each unit's HVAC. Although the unit owner owns the HVAC system, the Association owns and maintains the walls and exterior vent. This project involves removal of the original fascia wall and replacement with a more durable material and a universal vent that will fit the HVAC manufacturers' designs.

The following information relates to those whose units have already undergone renovation.

1. Modified Exterior HVAC Grilles/Closets (Individual Units)

- a. No unit owner or contractor will remove, alter, nail or screw into the exterior vent or wall in the HVAC closet. Any and all repair costs for damage caused to the wall or vent will be the responsibility of the unit owner.
- b. The replacement condenser unit must be installed such that exhaust air does not conflict with the fresh air intake.
- c. The HVAC unit must be installed as high behind the grille as possible by utilizing the platform.
- d. The new HVAC unit must be completely sealed to prevent rainwater from entering the HVAC closet.

2. Inspections/Procedures

- a. Before replacing the HVAC condenser, the unit owner and or contractor MUST contact Watergate at Landmark Facilities Maintenance to complete an HVAC Inspection Form and review the proper installation procedures.
- b. A post installation inspection between the contractor and Watergate Facilities Management must be conducted prior to the contractor leaving the job site.

The completed and signed HVAC Inspection Form will become part of the unit owner's permanent file in the Resident Services Office.

- c. To ensure compliance, an inspection of HVAC grilles is included as part of the Resale Certificate issued by the Association for the resale of condominium units at Watergate at Landmark Condominium Unit Owners Association.

HVAC CLOSET RESTRICTIONS

- a. Unit owners are responsible for insuring A/C closets are maintained in a safe, orderly, fireproof fashion, including:
 - Patching any missing duct insulation
 - Insuring that the electrical disconnect boxes are properly mounted
 - Insuring that all connections to the main condensate piping are appropriate and in good repair
- b. Unit owners are responsible for any damage to the closet, as well as to other units, if the unit leaks or malfunctions.
- c. It is illegal to keep any flammable materials in the closet.
- d. The A/C closet cannot be used for storage.

HUMIDIFIER LINES

Humidifier lines in the units have been drained and shall not be used for any further purpose without the prior approval of the Board of Directors.

Sources: Policy Resolution #34: Exterior HVAC Grilles & Closet Restrictions (April 25, 2017); Administrative Resolution #158: Unit HVAC Closet Restrictions (July 26, 2011) and Administrative Resolution #76: Humidifier Lines (August 23, 1985)

SATELLITE DISHES AND ANTENNA INSTALLATION

Unit owners and residents wishing to install Direct Broadcast Satellite Services (DBS), Multi-channel, Multi-point Distribution Service (MMDS) or Television Broadcast Signal (TVBS) receiving devices, commonly called satellite dishes or antennas, must give prior written notice to the Association through the General Manager or designate. If a resident is proposing installation, the unit owner and resident will complete the notification.

- a. Only those satellite dishes and antennas allowed under the Telecommunications Act of 1996 may be installed and include:

- Antennas designed to receive directed broadcast satellite service which is one meter or less in diameter (DBS)
 - Antennas one meter or less in diameter designed to receive multipoint distribution service (MMDS)
 - Antennas design to receive television broadcast signals, regardless of size (TVBS)
- b. For safety reasons unit owners and residents are encouraged to review installation guidelines with Management to avoid any additional expense necessitated by corrections to address improper installation.
- c. For safety reasons and to protect common areas, unit owners should engage a professional installation firm in order to assure safe installation and compliance with applicable guidelines.
- d. Satellite dishes or antennas must be installed in the least visible location where a unit owner has direct or indirect ownership and exclusive use or control where an acceptable signal may be obtained. Additionally, the following guidelines apply.
- The dish may not exceed one meter (39 inches) in diameter.
 - The dish must be completely within the boundaries of the unit balcony (a limited common element) and may not extend above the railing height. Dishes and associated apparatus may not be installed on other common element or limited common element areas, e.g. roofs, garages, or the side of a building.
 - Installation must be secure so that equipment cannot detach from a balcony in high winds or otherwise endanger persons or property.
 - Prior to installation, the owner must submit to the Covenants Committee through the General Manager a simple plan, showing where and how the equipment would be installed and describing the color and size of the dish.
 - Tenants must have the written permission of the owner prior to submission.
- e. The unit owner or resident is responsible for complying with the requirements of all local codes and obtaining all necessary permits. Any installation of satellite dishes and antenna must comply with the Virginia Statewide Building Officials and Code Administrators (BOCA Code) requirement for “Components and Cladding” regarding wind force criteria for the specific location of installation. The unit owner will supply, along with the notice, proof that these criteria have been met.
- f. In the event the Telecommunications Act of 1996, and regulations pursuant to that law, are repealed, altered or changed regarding the installation of satellite dishes or antennas, the Bylaws and Association documents will prevail and existing dishes or antennas will be considered in violation of existing covenants.

- g. The unit owner or resident will pay for any damage to any limited common element or common element caused by installation or existence of such devices installed pursuant to these guidelines. The unit owner assumes all liability related to the installation or existence of such devices. Unit owners are encouraged to consult with their insurance provider to determine the advisability of additional coverage.
- h. Any cost associated with removal of such devices for inspection, routine maintenance or repair of any limited common element or common element will be borne by the unit owner.
- i. The unit owner or resident will maintain any satellite dish or antenna installed on the property. If the unit owner or resident fails to maintain the device properly, for whatever reason, the Association reserves the right to maintain the device and charge the unit owner for any and all costs associated with such maintenance. Such costs will be treated as an assessment and are collectible as such.
- j. The unit owner or resident will bear all costs associated with improper installation including, but not limited to, costs of removal, repair to any limited common element, or repair to any common element.
- k. Satellite dishes and antennas may not be installed on any common element, including vertical exterior walls.
- l. No wire, cable or other device may travel from unit to unit through or against the common elements.
- m. In order to avoid safety hazards that may occur during inspection, maintenance or repair to the limited common elements or common elements, no dish, antenna, or other applicable reception device may at any time protrude from any patio, balcony or unit so as to violate the common area air space around the buildings or other patio, balcony or unit.
- n. All TVBS, MMDS or DBS reception devices should be anchored in such a manner that the integrity of the balcony slab, masonry walls, balcony railings and frames is preserved, i.e. with concrete paver bases properly weighted so as to meet the BOCA Code.
- o. To prevent water penetration and increased deterioration of any kind, no drilling, screwing, or other penetration of the balcony slab, masonry wall, balcony railings or frames is allowed.
- p. No satellite dish or antenna should be secured in any manner to the balcony railings or frames to prevent damage or increase deterioration in accordance with the BOCA Code.

- q. The gross load weight of acceptable reception devices and anchors must not exceed 40 pounds per square foot. Residents are reminded that potted plants, furniture and people must be factored into the calculation of weight per square foot.
- r. Unit owners are required to use flat cable technology to transfer signals from appropriate reception devices to their televisions inside the unit.
- s. Only one dish per balcony is authorized.
- t. Any satellite dish or antenna must be consistent with the overall color scheme of the exterior of the building. Any other color must be approved by the Covenants Committee.
- u. Owners and Residents are responsible for paying medical expenses incurred by persons injured by equipment maintenance, installation or use. Additionally, an indemnification agreement covering the Association must be signed.

Source: Administrative Resolution #50: Satellite Dish and Antenna Installation Guidelines (May 17, 2016)

SECTION 6: PET RULES AND REGULATIONS

GENERAL INFORMATION

The Watergate at Landmark Bylaws provide that the maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, is prohibited within any condominium unit or upon the common elements, except that any owner or owner's guests or invitees may keep and maintain one or more pets provided that they do not create a nuisance to the other unit owners, and that they are not kept or maintained for commercial purposes or for breeding.

Pets are not permitted on the common elements of the Association unless they are carried or leashed.

Any pet owner who keeps or maintains any pet upon any portion of the condominium will be deemed to have indemnified and agreed to hold the Watergate Unit Owners Association, and each of its members, 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.

All pets, and Assistance Animals*, must be registered with the Board of Directors (Resident Services Office) and registered and inoculated as required by law.

The Board of Directors has the right to order any person whose pet is a nuisance to remove such pet from the premises.

**NOTE: In Virginia, "Assistance Animals" are defined as service and emotional support animals.*

ANIMALS PERMITTED AT WATERGATE

Ordinary domesticated house pets allowed include dogs, cats and other pets as permitted under applicable City of Alexandria ordinances and codes. Management must have on file written authorization from a landlord allowing a tenant to keep or maintain a pet.

CARRIAGE, TRANSPORT, AND HANDLING OF PETS

1. Leashes/Transport

- a. Dogs are to be leashed at all times while on WAL common property.

- b. Leashes can be extended no longer than six feet on WAL property. Retractable leashes are strongly discouraged from being used on WAL property because of control issues and the potential hazard to the dog and others.
- c. Residents, guests, and dog walkers must remain in full control of the dogs at all times. It is a violation of the Pet Rules for any owner of a dog to place a dog or allow it to be placed into the custody of any person not physically capable of maintaining effective control of such dog.
- d. No pet may be leashed or tethered to any stationary object on the common elements of WAL, except in an emergency.
- e. All pets must be carried, transported in a pet carrier or leashed and under the control of those accompanying them at all times when outside of their units.
- f. At all times when the service elevator is available, pets must be transported in the service elevator. If the service elevator is not available, the following applies:
 - Pets are allowed in building lobbies only for transport to and from passenger elevators and only when service elevators are not available. In these instances, they must be carried, either in a pet carrier or on a leash at all times while in the lobbies.
 - Before entering passenger elevators, permission from those already occupying the elevator car must be obtained.

2. Designated Pet Areas/Pickup of Pet Waste

- a. The Association maintains four designated pet areas. Immediately upon leaving the building with animals, residents and pet walkers are directed to take their animals to these designated areas for their animals to relieve themselves.
- b. Pickup and disposal of pet waste from WAL property is mandatory. Residents are responsible for the immediate removal and proper disposal of pet and animal waste on all portions of WAL property, including the designated pet areas.

REGISTRATION, TAGS AND FEES

1. Registration

- a. All pets (dogs and cats) four months of age or older are required to be

registered and licensed with the City of Alexandria (*Alexandria, Virginia – Code of Ordinances, Title 5, Sec. 5-7-38 and Sec. 5-7-38.1*).

- b. All pets [including Assistance Animals] must be registered [annually] with Watergate Management. It is the responsibility of the pet owner to ensure registration is completed.

2. Pet Tags and Fees

- a. All dogs must have a visible and current WAL pet tag when on Association grounds or common elements so it is recognizable that the pet is registered with the Association. Proof of current vaccinations, City of Alexandria registration, and a full-view digital photograph of pets will be required to receive WAL pet tags.
- b. An annual fee will be charged to the owner of each dog domiciled at WAL. Assistance Animals are exempt from this fee.

NUISANCE/DANGEROUS PETS

The Association Bylaws confers upon the Board of Directors of the Watergate at Landmark Condominium Unit Owners Association the authority to order any person whose pet is a nuisance to remove such pet from the premises. Grounds for such action may include, but are not limited to:

- a. Any pet that is deemed an imminent danger or hazard to residents or other pets; the matter will be referred to Alexandria Animal Control authorities.
- b. Any pet whose owner has been cited by the Covenants Committee for three separate standing violations of Pet Rules, or which causes a unit owner to be cited by the Covenants Committee for three separate standing violations of Pet Rules; the matter will be referred to the Board of Directors for removal of the pet from the property.

PROHIBITED CONDUCT OR BEHAVIOR

Violations of the following and other Pet Rules will result in a referral to the Covenants Committee and the possible imposition of economic assessments or other sanctions.

1. Balconies

- a. Pets are not permitted on unit balconies when residents are not present in their unit.

- b. Pet urination or defecation on balconies is strictly prohibited, as is the dispersal of any pet waste from balconies. Violations of this rule will be referred to the Covenants Committee and the City of Alexandria Animal Control Board for corrective action.

2. Excessive Noise

- a. Pet barking or noise of sufficient volume and repetition and other disturbances constituting a nuisance or interference with other residents' peaceful enjoyment of their property are prohibited.
- b. Prohibited disturbances include excessive, uncontrolled or repetitive barking, whining, howling or crying.

3. Abuse/Neglect and Aggressive Conduct

- a. Any incident involving the abuse or neglect of a pet will be reported to Management which, at its discretion, may refer the matter to the City of Alexandria Animal Control Board or other competent authority.
- b. Pets may not be kenneled in cars or left unattended in any vehicle.
- c. Aggressive behavior toward other pets or residents or interference with the freedom of movement of persons or pets on the common elements is a violation and may result in a referral to the Covenants Committee and/or other possible sanctions.

4. Waste Violations

- a. Owners of pets who permit or allow their pets to defecate or urinate in buildings at WAL, including without limitation, hallways, lobbies, elevators, stairwells, garages, and all other indoor common element spaces, are in violation of the Pet Rules and will be referred to the Covenants Committee.
- b. Likewise, failure to pick up pet waste deposited on community grounds, including designated pet areas, is in violation of Pet Rules.
- c. Repeated violations of this rule may constitute grounds for removal of a pet from WAL property.
- d. In the event of inadvertent, accidental urination or defecation, the pet owner is responsible for the immediate removal and clean-up of any waste or notification of the incident to the Resident Services Office/Patrol Services.

5. Cat Litter Disposal

- a. Residents are prohibited from putting cat litter or waste covered with litter down the toilet. This can cause significant damage to Association property and plumbing. Residents must double-bag cat litter before disposing of it in any WAL waste container or by using trash chutes.
- b. Any resident who is found to have caused damage to Association property by violating this rule may be held liable for the costs incurred by the Association to repair the damage.

6. Feeding of Others' Pets

Residents may not feed pets other than their own unless permission has been obtained from the owner of the pet.

7. Presence of Pets in “No Pet Areas”

- a. Presence with a pet on any WAL property posted as a “No Pet Area” is prohibited. (Assistance Animals may be exempted following a related request.)
- b. Such WAL property includes but is not limited to:
 - Indoor and outdoor swimming pools and deck areas
 - Tennis courts
 - Racquet Club
 - Putting green
 - Volleyball court
 - Playground
 - Multi-purpose Court
 - Lower Terrace
 - Indoor common element areas, including:
 - Community Center
 - Marketplace and surrounding dining areas
 - Hair Salon
 - Library
 - Card Room
 - TV Room
 - Terrace Lounge
 - Sauna
 - Bathrooms
 - Other recreational spaces adjacent to Community Center, party rooms, and any other areas of the community designated by Management or the Board of Directors as prohibited areas
 - Planter and other landscaped beds, building ellipses, landscaped, and grassy islands immediately adjacent to the front entrances of the four high-rise buildings at WAL

- Any other areas of the community identified by the Board of Directors to be pet-free zones as long as they are clearly marked and posted as “No Pet Areas.”

ADDITIONAL PROVISIONS

1. Property Damage/Injury/Disturbance

- a. Pet owners are responsible for any property damage, injury or disturbance their pet may cause or inflict and will indemnify and hold the Unit Owners Association and each of its members free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of maintaining a pet at WAL.
- b. Unit owners are responsible for the behavior of their pets or any pet kept by their tenants or guests.

2. Health and Condition

- a. Pet owners must take reasonably effective measures to ensure their pets are hygienic, healthy and free from communicable diseases, fleas, ticks or other vermin.
- b. Any pet owner who is aware of any disease, infection or other condition affecting their pet that may pose a risk or danger to residents or other pets is required to notify Management.
- c. Pets causing unsanitary, dangerous, or offensive conditions, including the release of noxious or malodorous emanations from a unit are in violation and may be referred to the Covenants Committee and possible imposition of economic assessments.

ENFORCEMENT

The Board of Directors confers upon Management all necessary legal authority and powers to enforce all Pet Rules of the Association.

The Board of Directors reserves unto itself the authority to enact other enforcement measures as may be deemed necessary and appropriate to assure compliance with Association Pet Rules.

Source: Policy Resolution #14: Pet Rules (September 25, 2018)

SECTION 7: INTERNAL COMPLAINT POLICY

The Board has established the following internal complaint procedure for use in the event an Association member or resident makes a written complaint.

INTERNAL COMPLAINT REVIEW

1. Internal Complaint Reviewing Entity

- a. The Covenants Committee will serve as the Internal Complaint Reviewing Entity (“Reviewing Entity”).
- b. The Chair of the Covenants Committee will serve as the Reviewing Entity Chair.
- c. A member of the Board, appointed by the President, will serve as the liaison to the Covenants Committee in its role as the Reviewing Entity.
- d. The Board, in its discretion, may refer complaints to legal counsel and request legal counsel serve as the Reviewing Entity.

2. Meetings and Hearings

- a. The Reviewing Entity will hold such meetings and hearings as it deems necessary or desirable. Meetings of the Reviewing Entity may be called by the Chair of the Reviewing Entity or the Board liaison.
- b. All Reviewing Entity meetings will be open to members of the Association. The Reviewing Entity may meet in executive session to discuss matters before the Reviewing Entity pursuant to Section 55-79.75 C of the Condominium Act (“Act”). Any vote of the Reviewing Entity will be taken in an open meeting.
- c. A majority of the members of the Reviewing Entity present at any meeting will constitute a quorum.
- d. A three-fourths majority vote of Reviewing Entity Members while a quorum is present will constitute a decision of the Reviewing Entity.
- e. A copy of all minutes, rules, regulations and policy statements of the Reviewing Entity will be filed with the records of the Association and will be maintained by the Association as a permanent public record. The Association will make copies available, except as may be withheld from review by the Condominium Act, to any interested unit owner at a reasonable cost and will make such minutes, rules, regulations and policy statements available to unit owners for copying.

- f. As a general matter, Reviewing Entity meetings will be conducted in conformity with Robert's Rules of Order.
- g. All Reviewing Entity hearings will be conducted in the manner set forth below.

REGISTRATION OF COMPLAINTS WITH THE REVIEWING ENTITY

1. Actions Prior to Initiation of Formal Internal Complaint Procedures

- a. Any unit owner, officer of the Association, Board Member or resident has the authority to address the Board to request that the Association correct any act or omission by the Board or the Association which appears to be in violation of the Act or regulations. Such requests should be made to the Board before the formal internal complaint procedure is initiated.
- b. Upon such request, the Board will consider the request in either open or executive session, as appropriate, and specifically address the request, either in person, or in writing, at or prior to the next meeting of the Board. If the Board fails to address the request in a timely manner, the sole remedy of the unit owner, officer of the Association, Board Member or resident will be the initiation of formal Internal Complaint Procedures as set forth below.

2. Written Complaint

- a. If the actions described in 1. above prove unsuccessful, or the Board fails to address the unit owner, officer of the Association, Board Member or resident's request specifically, then the formal Internal Complaint Procedure will be initiated upon the filing of a written complaint ("Complaint") with the Reviewing Entity, signed by any unit owner, officer of the Association, Board Member or resident ("Complainant"). The Association will provide Complaint forms substantially similar to the form found in the Appendix, Exhibit 3.
- b. The Complaint will constitute a written statement of charges which will set forth, in ordinary and concise language, the acts or omissions with which the Board, or Association, is charged.
- c. The Complaint will identify, to the greatest extent practicable, the specific provisions of the Act or regulations which the Board or Association is alleged to have violated and will contain a statement of the facts and circumstances upon which the Complaint is founded. Where possible, and if appropriate, the Complainant should provide supporting documentation showing the particulars of the charge, such as the date and a description of the act(s) and/or omission(s) with which the Board or Association is charged.
- d. The Complaint must be as specific as possible as to times, dates, places, acts or omissions and persons involved.

- e. The Association will provide written acknowledgment of receipt of the Complaint to the Complainant within seven days of receipt. Such acknowledgment may be hand delivered, mailed by registered or certified mail, return receipt requested, or sent by electronic means provided the sender retains proof of electronic delivery.
- f. A record of each Complaint will be maintained for one year after the Reviewing Entity acts upon the Complaint. For the purposes of this subsection, “acts upon” will mean dismisses the Complaint or conducts a hearing and makes a decision regarding the Complaint.

3. Notice of Complaint

- a. Upon receipt of a Complaint, the Reviewing Entity will review the Complaint to determine whether the Complaint may identify a violation of the Act or regulations. The Reviewing Entity may request additional information from the Complainant and may consult with Association legal counsel when authority to do so is conferred by the Board Liaison to the Reviewing Entity.
- b. If the Reviewing Entity determines the Complaint may identify a violation of the Act or regulations, then the Reviewing Entity will notify the Complainant and the Board Liaison that a potential violation has been noted and include a copy of the Complaint, along with the time, date, place and nature of the potential violation. Upon receipt of the Notice of Violation, the Board will, within 30 days, provide an initial written response addressing the potential violation to the Complainant. Unless otherwise specified, the Board Liaison will draft the Board’s response. A copy of the initial written response will be maintained with the Association books and records.
- c. If the Reviewing Entity determines that a violation of the Act or regulation has not occurred, has been corrected, or the Complaint is invalid for any reason, the Reviewing Entity will respond in writing to the Complainant dismissing the Complaint and explaining the reasons for dismissal. The Board Liaison will review all such responses before they are sent to the complainant.
- d. If the violation is not remedied to the satisfaction of the Reviewing Entity, or no response is received from the Board, within 30 days of the Notice of Violation, or if the Board requests a hearing on the violation, the Reviewing Entity will schedule the Complaint for a hearing, at the next meeting of the Reviewing Entity, scheduled 10 days or more from the end of the 30-day period.

4. Notice of Hearing

- a. Upon the scheduling of the Complaint for a hearing, the Reviewing Entity will serve a Notice of Hearing on the Complainant at least 10 days prior to the hearing by either hand-delivery or certified mail, return receipt requested.

- b. Either party may request a continuance of the hearing for any reason. Such a continuance will be authorized at the sole discretion of the Reviewing Entity and will be given only for good cause shown.

5. Amended and Supplemental Complaints

At any time prior to the hearing date, the Complainant may file an amended or supplemental Complaint. All parties will be notified in the manner provided as explained above. If the amended or supplemental Complaint presents new allegations, the Reviewing Entity will afford the Board a reasonable opportunity to properly prepare for the hearing.

HEARING BEFORE THE REVIEWING ENTITY

1. Hearing Officer

The Reviewing Entity Chair will serve as hearing officer and preside over the hearing, unless otherwise determined by the Reviewing Entity. The Complainant may be represented by legal counsel at the hearing at the complainant's own expense.

- a. At the beginning of the hearing, the hearing officer will explain the rules by which the hearing will be conducted. The Reviewing Entity may determine the manner in which the hearing will be conducted, so long as the rights set forth in the Resolution cited at the end of this section are protected. Technical rules relating to evidence and witnesses will not apply; evidence deemed to be reliable by the hearing officer will be considered in arriving at a decision on the matter under consideration. Hearsay evidence, which may be used for the purpose of supplementing or explaining other evidence, will not be sufficient to support a finding.
- b. The Association will be represented by at least one member of the Board. The Complainant need not be in attendance at the hearing but may not be prohibited from attending the hearing. Depending on the circumstances of the hearing, the Reviewing Entity may agree to conduct the hearing in executive session.
- c. Each party will have the right to do the following, but may waive any or all of these:
 - Make an opening statement
 - Introduce evidence, testimony and witnesses
 - Cross-examine opposing witnesses
 - Rebut evidence and testimony
 - Make a closing statement

The Complainant and the Board Member may be called and questioned, by the Reviewing Entity or either party, regardless of whether they testify on their own behalf.

2. Decisions

- a. To be effective, a decision of the Reviewing Entity will be by a three-fourths majority vote. If a decision by a three-fourths majority cannot be achieved, the Reviewing Entity will refer the Complaint to the Board Liaison for appropriate action resulting in a final decision. The Notice of Final Decision will be dated as of the date of issuance and be hand delivered or mailed by certified mail, return receipt requested, to the Complainant and the Association within seven days of the hearing.
- b. If the final decision of the Reviewing Entity is adverse to the Complainant, the Complainant may give written notice of the adverse decision to the Common Interest Community Board within 30 days of the decision date. Notice of an adverse decision to the Common Interest Community Board will include copies of all records pertinent to the decision by the Reviewing Entity and will be accompanied by a filing fee.
- c. If the final decision of the Reviewing Entity is adverse to the Association, the Reviewing Entity will make recommendations of acceptable methods for addressing the violation. Upon receipt of the Reviewing Entity's decision, the Association will address the violation within 25 days of the decision, unless the corrective action may be completed in less time or requires additional time to address.
- d. If, after consideration of all relevant factors the Board fails to address the violation within 25 days of the Reviewing Entity's decision, the Complainant may give notice to the Common Interest Community Board as if an adverse decision was entered against the Complainant.

GENERAL PROVISIONS

1. Proceedings

Administrative Resolution # 162: Internal Complaint Procedures (AR #162) is intended to assure that all Complaints are considered and, if necessary, acted upon to comply with the Act and regulations, and to serve as a guideline for the resolution of such complaints.

2. Implementation

The Reviewing Entity may determine the specific manner in which the provisions of *AR #162* are to be implemented, provided that internal complaints are resolved.

3. Severability

Any inadvertent omission or failure to conduct proceedings in exact conformity with *AR #162* will not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to effect the general steps set forth in the Resolution.

4. Definitions

- a. “Adverse decision” or “final adverse decision” means the final determination issued by the Reviewing Entity that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the Complainant. All avenues for internal appeal under *AR #162* must be exhausted prior to a decision being deemed final.
- b. “Complaint” means a written complaint filed by a unit owner or resident pursuant to *AR #162* concerning a matter regarding the action, inaction, or decision by the governing board, managing agent, or Association inconsistent with applicable laws and regulation.

Source: Administrative Resolution #162: Internal Complaint Procedures (August 30, 2016)

See Appendix for Internal Complaint form (Exhibit 3).

SECTION 8: OTHER IMPORTANT POLICIES

ASSESSMENT AND COLLECTION

As there is a need to establish orderly procedures for the billing and collection of assessments, the Association adopted the following assessment and collection policy.

1. Routine Collections

- a. The assessments will be established by the Association. The assessments will be collected monthly, with payment due on the first day of each month (the "Due Date"). All special assessments will be due as specified in the notice of special assessments. In accordance with the Bylaws, the fiscal year of the Association will be the 12-month period beginning October 1 and ending September 30.
- b. Non-receipt of a payment coupon, coupon books, notices, or other such documents relating to the payment of assessments will not excuse a unit owner from the obligation to pay assessments.
- c. Non-resident unit owners must provide the Association with a telephone number and address, in writing, where the unit owner can be contacted; otherwise, all notices will be sent to the unit address.
- d. In accordance with the Bylaws, no unit owner may be exempted from liability for the assessments of common expenses by reason of waiver of the use or enjoyment of any of the common elements or by abandonment of the unit.
 - In accordance with the Bylaws, all notices, demands, bills, statements or other communication under the Bylaws will be in writing and will be deemed to have been given if delivered personally or if sent by facsimile with proof of receipt, registered or certified mail, return receipt requested, first class postage prepaid with proof of mailing.

2. Remedies for Nonpayment of Assessments

- a. Late Charges/Reminders/Delinquency
 - If a monthly assessment remains delinquent for 60 days from the due date, in accordance with the Virginia Condominium Act, a late charge of five percent will be assessed, or the maximum amount permitted in accordance with the Act.
 - In the event of a default by any unit owner in paying any sum assessed against the condominium unit which continues for a period in excess of 15 days from the due date, interest at the rate of 18 percent per year or the

maximum permissible interest rate which may be charged by a mortgagee under a mortgage, whichever is lower, will be assessed from the due date.

- If a monthly assessment is not paid within 15 days of the due date, the managing agent may send a reminder notice requesting payment of the amounts due. If payment is not received within the time stated in the reminder notice, the managing agent may send a further reminder notice requesting payment of the amounts due to avoid legal action.
 - As reminder notices are not required in the Condominium Instruments as a precondition to collection action, failure of a reminder notice to be sent to the unit owner or the unit owner to receive a reminder notice will not restrict the ability of the Association to refer the matter to legal counsel for collection action.

b. Acceleration/Suspension for Missed Payments

- **Notice of Acceleration:** In accordance with Article 10, Section 10.2 (b) of the Bylaws, the managing agent or Board, through legal counsel, will send a unit owner a notice of acceleration after two consecutive installments are delinquent. The notice will be sent by certified mail, return receipt requested, first class postage prepaid.
- **Notice of Suspension:** If the Board elects to suspend the use of facilities or services, in compliance with the Virginia Condominium Act, the owner will be mailed a written notice after they are 60 days delinquent, providing a reasonable opportunity for owner to remedy the delinquency so as to avoid suspension. This notice period will not prohibit the collection action of legal counsel.
- **Returned Check Charge:** If the Association receives a check from a unit owner that fails to clear the unit owner's personal banking account, the Association will charge the unit owner a returned check charge of \$50, or the amount permitted by law, whichever is greater.
 - If the Association receives from any unit owner, in any fiscal year, one or more returned checks for payment of assessments, the managing agent may require all future payments to be made by money order or cashier's check for the remainder of the fiscal year.
- **Referral to Legal Counsel:** When a unit owner fails to pay any portion of the assessments, the managing agent, without any further action of the Association, will automatically take the following action:
 - The account will be referred to legal counsel for immediate action.
 - Legal counsel is authorized, after notice of acceleration, to accelerate and declare due and payable the remaining installments of the assessments for the remainder of the fiscal year; a memorandum of lien for unpaid condominium assessments in the delinquent and accelerated amount will be recorded against the title to the unit.
 - In addition, legal counsel may begin a civil action for judgment against the unit owner seeking judgment for unpaid assessments, interest, late fees, attorney's fees and the cost of collection. Legal counsel is

authorized to take post judgment action to collect the unpaid assessments.

- The Association may choose to authorize legal counsel to foreclose the memorandum of lien for unpaid condominium assessments, pursuant to Article 10, Section 10.2 (c) of the Bylaws, in the manner provided by the laws of the Commonwealth of Virginia, including the Act.

3. Method Used to Credit Delinquent Accounts

After an account becomes delinquent, payment received from a unit owner will be credited in the following order of priority in accordance with generally accepted accounting principles in accordance with the Bylaws.

- Charges for attorney's fees and court costs
- Late fees, interest, resale disclosure packet fees (and delivery), returned check charges, collection cost or any other charges authorized by the Act
- All other repair or maintenance assessments or charges (pursuant to the Virginia Condominium Act and Association Bylaws) for violation by an owner, their family, employees, agents, tenants or licensees of the Condominium Instruments and Rules and Regulations of the Association
- Any and all special assessments, other than charges that will be credited in accordance with the above, oldest outstanding first
- The monthly assessments, oldest outstanding first

4. Suspension of Voting/Privileges in Event of Delinquency

- a. In accordance with the Bylaws, a unit owner may not vote at any meeting or be elected to the Board of Directors if they are more than 60 days delinquent in the payment of assessments. Notice of the suspension of the right to vote does not require notice and a hearing.
- b. Once an account is delinquent for 60 days, the unit owner will no longer be a member in good standing of the Association and thus may not be entitled to any of the rights and privileges to the use of the Association's facilities or services. Suspension is subject to the notice and hearing provisions of the Act as follows:
 - Before any suspension, the owner will be given a reasonable opportunity to correct the delinquency. This notice period will not prohibit the continuation of collection action of legal counsel.
 - If the delinquency is not remedied within the specified time stated in the Notice of Suspension, the owner will be given an opportunity to be heard, to present witnesses and to be represented by counsel before the Board or other tribunal specified in the Condominium Instruments and rules and regulations of the Association.

- Notice of the hearing will be mailed by certified mail, return receipt requested, to the unit owner at the address of record with the Association at least 14 days prior to the hearing.
- The notice of the hearing will contain a description of the amount of the unpaid assessments and the provisions of the Condominium Instruments and rules and regulations of the Association alleged to have been violated.
- The Board decision will be hand delivered or mailed by certified mail, return receipt requested, to the unit owner at the address of record with the Association within seven days of the hearing.

Source: Policy Resolution #94: Assessment and Collection (November 17, 2015)

COVENANTS COMMITTEE PROCEDURES AND APPEALS TO THE BOARD

1. General Provisions

The purpose of these regulations and procedures is to provide a reasonable and proper system to effect prompt, efficient, fair and reasonable adjudication and enforcement of applicable rules and regulations governing the behavior and actions of owners, occupants, their guests and invitees, and other persons while on the premises of Watergate at Landmark.

These provisions should be read and interpreted as affording due process of law on the one hand and ensuring that the legitimate interests of the Watergate at Landmark community are preserved and safeguarded on the other.

A complaint alleging violation of applicable rules may be registered by any owner, occupant, member or officer of the Board of Directors, or any agent or employee of the condominium.

- a. Residents should first attempt to reconcile among themselves any alleged violations of the rules and regulations.
- b. If a resident feels uncomfortable approaching or telephoning another resident concerning an alleged violation, or fails in reconciling the issue, the resident must send a complaint in writing (letter, fax or email) to Management regarding the alleged offense.
- c. Such complaint should contain the following information in as much detail as possible:
 - The name or names of the accused, as the case may be.
 - The nature of the alleged violation, including a statement of the specific acts or omissions with which the accused is charged.
 - The specific applicable rule or rules alleged to have been violated.
 - Whether or not the complainant requested the accused to cease and desist, and if so, the response made by the accused, if any.

- The names of witnesses who have knowledge of the incident.
- d. No alleged violation may go to the Covenants Committee for their consideration unless there is a written complaint.
- e. Upon receipt of a written complaint involving an alleged infraction, Management will substantiate the complaint and determine whether the alleged violation is a violation of an applicable rule.

2. Management Actions on Substantiated Complaints

- a. If an applicable rule appears to have been breached, Management will, within 14 calendar days of receipt of the written complaint, notify the alleged offender in writing with the written complaint attached, requesting an early discussion of the matter.
 - If the alleged violator does not comply within 14 calendar days, then, a written report will be issued to the alleged violator stating that the issue has been turned over to the Chairman of the Covenants Committee stating the pertinent facts, including letters of warning
- b. In the event written notice of an alleged violation of applicable rules, with the written complaint attached, is not delivered to the alleged offender within 14 calendar days of the filing of a written complaint, the Covenants proceeding against the alleged offender will be vacated.

3. Hearing Process

- a. A letter will be sent from the Association Office establishing a hearing date before the Covenants Committee to both the accused and the party who presented the charge at least 14 days prior to the date fixed in the notice.
- b. If any essential party can show cause why they cannot attend the hearing as scheduled, the Chairman of the Covenants Committee may reschedule the hearing. In the event it develops that the accused acknowledges responsibility for the violation alleged, or does not wish to contest the alleged infraction, the Covenants Committee may take such testimony from other parties involved to the extent it deems this to be necessary or desirable to resolve the matter or make a finding.
- c. The alleged violator may be represented by counsel at the hearing before the Covenants Committee.
- d. If the hearing body includes three or more members of the Covenants Committee, the findings and decision reached by the hearing body will constitute the decision of the Covenants Committee.
- e. If the hearing body includes less than three members of the Covenants

Committee, the findings and decision of the hearing body will be deemed a recommendation to be considered by and acted upon by the Covenants Committee.

- f. Management, the accused, the person lodging the initial complaint, as well as members of the hearing panel will have the following rights:
 - To call, examine, and cross examine witnesses
 - To introduce documentary evidence
 - To rebut evidence.
- g. Hearings will be closed to residents and unit owners who are not essential to the hearing.
- h. If at any time during the course of the hearing a member of the hearing body is obliged to withdraw, the remaining members will continue to serve and proceed with the case to a conclusion.

4. Hearing Decisions

- a. Decisions of the hearing body or the Covenants Committee, as the case may be, will be by majority vote, and when made will become a part of the record.
- b. Upon completion of the record, as provided, the hearing body will prepare written Findings of Fact based on the entire record. The hearing result will be hand delivered or mailed by registered or certified mail, return receipt requested, to such unit owner at the address required for notices of meetings pursuant to The Virginia Condominium Act within seven days of the hearing.
- c. The Covenants Committee is authorized to impose a charge up to \$50.00 per offense or \$10.00 per day for a continuing offense up to 90 days.
- d. The Chairman of the Covenants Committee will furnish Management a copy of the Findings of Fact and decision and the General Manager will take all necessary follow-up action to enforce and obtain compliance in respect to the action taken.

5. Appeal Process

- a. Any person deemed by the Board of Directors to have standing may appeal the final decision of the Covenants Committee to the Board of Directors. Such appeal will be filed within 14 calendar days after receipt of the letter of the decision of the Covenants Committee. The charges and/or penalties are suspended if the person wishes to appeal the Findings of Fact to the Board.
- b. A letter will be sent from the Association Office establishing a hearing date before the Board of Directors on both the accused and the party who presented the charge within 14 days prior to the date fixed in the notice.

- c. The Board of Directors will review the written record and will permit oral arguments at its hearing. However, only under extraordinary circumstances will the Board of Directors permit the introduction of new evidence on appeal.
- d. Through a vote of the majority of the Board, the Board of Directors may uphold the Covenants Committee's decision in its entirety, may amend such decision (except that where a Covenants Committee decision includes a penalty, the Board in no event will impose more stringent disciplinary action than that imposed by the Covenants Committee), or may overturn such decision or remand the matter back to the Covenants Committee for further consideration or proceedings.
- e. The Board will reach a decision within 90 days after receipt of the appeal or 45 days after a hearing on the appeal, and will provide the Chairman of the Covenants Committee with a copy of the Board's final decision on the appeal.

Source: Policy Resolution #4: Procedures in Proceedings Before the Covenants Committee and Appeals Therefrom to the Board (July 30, 2013)

ASSOCIATION BOOKS AND RECORDS

The Virginia Condominium Act ("Act") provides that the Association will keep detailed records of receipts and expenditures affecting the operation and administration of the Association.

The Act further provides all such records will be available for examination by all unit owners and contract purchasers of a unit in the condominium at convenient hours on working days that will be set and announced for general knowledge.

1. Exceptions to Access to Books and Records

The Act provides that books and records kept by or on behalf of a unit owners' Association may be withheld from examination and copying to the extent that the records concern:

- Personnel matters or a person's medical records
- Communication with legal counsel or attorney work product
- Transactions currently in negotiation and agreements containing confidentiality requirements
- Pending litigation
- Pending matters involving formal proceedings for enforcement of the Association documents or rules and regulations promulgated pursuant thereto
- Disclosure of information in violation of law
- Meeting minutes or other records of an executive session of the executive organ held in accordance with the Bylaws

2. Procedure for Access to Books and Records

The Board of Directors believes it in the best interest of the Association and the unit owners to establish a procedure which ensures access to books and records in accordance with statutory requirements and to give guidance to staff to enable proper response to unit owner requests for information.

- a. Association books and records will be available for review by any owner or contract purchaser of a unit in the Association or their authorized agents upon WRITTEN request during normal business hours from 9 a.m. to 5 p.m., Monday through Friday.
- b. Copies will be provided subject to reimbursements for cost of providing the copies, including material and labor.
- c. Any written record, placed in the files of the Association which contains information relating to any of the matters outlined in the Virginia Condominium Act, including information relating to an investigation, a claim against the Association, a claim against a contractor or agent of the Association or an insurance matter, where any of the foregoing are, or may become, a matter in litigation, may be released only upon approval by the Board of Directors.
- d. All requests for information contained in the office files and records of the Association, other than that approved for release in accordance with the foregoing guidance, will be referred to the President of the Association, who will approve the request, if so empowered, or forward same to the Board of Directors for resolution.

Source: Policy Resolution #94: Association Books and Records (November 20, 2015)

REASONABLE MODIFICATION/ACCOMMODATION

The Board has certain obligations under the Fair Housing Act and the Virginia Fair Housing Law to ensure that the Association complies with the requirements of the law ensuring equal opportunity for housing to all residents and prospective residents, regardless of race, color, religion, national origin, sex, age, familial status or disability. The Association must act to avoid discriminatory practices.

The Association must act to provide individuals with disabilities reasonable modifications to units or the common elements or reasonable accommodations in rules, practices, policies, or services which can be reasonably provided to afford such persons an equal opportunity to use and enjoy the condominium.

This policy provides procedures for unit owners, residents, prospective residents and other affected individuals who request modifications or accommodations to

initiate a request for the Board to evaluate, respond, and implement appropriate action on the request.

1. Definitions

All terms used here are defined pursuant to applicable law. Unless otherwise provided by applicable law, the following definitions are applicable to this policy.

- a. Assistance Animal: Refers to an animal that works, provides assistance or performs tasks for the benefit of an individual with a disability (as defined in “c.” below), or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. An assistance animal is NOT a pet.
- b. Disability and Handicap: “Disability” and “handicap” are used interchangeably and mean with respect to a person who has:
 - A physical or mental impairment that substantially limits one or more of such person’s major life activities
 - A record of having such an impairment
 - Is regarded as having such an impairment

The term does not include current, illegal use of, or addiction to a controlled substance as defined in Virginia or federal law.

- c. Individual with a Disability: Refers to an individual with a physical or mental impairment that substantially limits one or more major life activities, including but not limited to such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, intellectual disability, emotional illness, deafness or blindness.
- d. Reasonable Accommodation: Refers to an exception, change or adjustment to a rule, practice, policy or service that is generally applicable to the entire community to provide the requesting party an equal opportunity to use and enjoy the condominium property.
- e. Reasonable Modification: Refers to a structural change made to existing units or the common elements in order to afford the requesting party full enjoyment of the condominium property. Generally, modifications are at the expense of the person requesting the modification.
- f. Requesting Party: Refers to the person requesting that the Association make a modification or accommodation.

2. Requests for Reasonable Modification or Accommodation

- a. In order to ensure all requests for modifications or accommodations are properly received and considered, all such requests should be made in writing and delivered to the attention of the Administrative Director/Executive Assistant to the Board of Directors, Watergate at Landmark Condominium Unit Owners Association, 211 Yoakum Parkway, Alexandria, Virginia 22304-3898.
- b. All requests for modifications or accommodations, whether written or oral, made by the requesting party will be logged. The Executive Assistant or other authorized individual may evidence any oral requests in writing and ask the requesting party to initial or otherwise confirm the accuracy of the request.
- c. All requests for modifications or accommodations should include the following information:
 - Name of requesting party
 - Current mailing address
 - Telephone number and e-mail address
 - If the unit is leased by the requesting party, a copy of the current lease agreement
 - Fully completed and signed Request for Modification/Accommodation Verification form (see Appendix, Exhibit 4), or similar credible statement verifying the nature of a disability
 - A brief description of the disability and major life activity that is substantially limited. (If the disability is obvious or known to the Board of Directors, the Association staff, or the authorized individual processing the request, a brief statement of the major life activity is sufficient)
 - A description of the proposed modification or accommodation requested, including a description of how the modification or accommodation will address the difficulty described above
 - If the request involves an assistance animal, a fully completed and signed Assistance Animal Registration form (see Appendix, Exhibit 5)
 - Whether the request is considered to be an emergency or if there is a specific time period that the requesting party prefers the request to be considered and the reasons for such

The requesting party may be asked to provide additional information if necessary to determine whether a modification or accommodation is reasonable.

3. Consideration of Requests

- a. Receipt of the request for the modification or accommodation will be acknowledged. Response time for requests may vary depending on the nature of the request, the urgency of a request, and the meeting schedule of the Board.

- b. If a requesting party is a tenant, and it appears that the tenant is requesting a change to a rule, practice, policy or service provided in the terms of the lease, or a physical modification to a unit, the requesting party will be directed to contact the unit owner.
- c. Upon receipt of a request, a record of receipt of the request will be made and a review conducted to ensure those items described in the previous subsection 2.c. above are included with the request. A copy of the request will be included in the Board information packet prior to the next regularly scheduled Board meeting and a copy will be provided to the President as soon as practicable. Depending on the request, the Board may schedule a special meeting to consider the request. If the request presents the need for a legal determination concerning whether the condition qualifies as a handicap or the nature of the requested modification or accommodation, or if otherwise deemed appropriate, the request may be submitted to Association legal counsel for consideration.
- d. If any of the items as described in subsection 2.c. above are missing or incomplete, or if additional information or clarification is necessary, the requesting party will be notified and requested to provide such information.
- e. If the requested modification or accommodation requires an expenditure of funds, the probable expenditure will be determined. The Board or designated individual will advise the requesting party whether the initial cost of a reasonable modification is the responsibility of the requesting party and may request that party provide plans and cost estimates for the modification.
- f. All requests for modifications or accommodations will be referred to the Board for consideration at the next regularly scheduled meeting of the Board. In the event of an emergency, the Board President may convene a special meeting of the Board of Directors.
- g. The Board may authorize the General Manager, appointed committee or other individual to address requests for modifications or accommodations in accordance with Board-adopted standards.

4. Determination

- a. Determining whether a requested modification or accommodation is “reasonable” will be based upon an examination of the facts and circumstances of each request.
- b. In the event that the Board does not approve the request, in whole or in part, the Board, acting through the President or other person designated by the President, will communicate with the requesting party to attempt to engage in an interactive process to seek resolution of the matter in any manner consistent with the purpose of this policy and applicable law.

- c. The following factors may warrant a denial of a modification or accommodation request:
- The requesting party does not have a disability or handicap
 - The requested modification or accommodation is not necessary for the use or enjoyment of the condominium property
 - The requested modification or accommodation would impose undue financial or administrative burden on the Association, a determination of which will consider:
 - Cost of the requested modification or accommodation, including any substantial increase in the cost of the Association insurance policy
 - Financial resources of the Association
 - The ability of the requesting party to pay for the initial modification
 - Benefits the modification or accommodation would provide to the Individual with a disability
 - Availability of alternative modifications accommodations that would effectively meet the requesting party's disability-related needs
 - The requested modification or accommodation would fundamentally alter the nature of Association operations
 - There is no identifiable relationship, or nexus, between the requested modification or accommodation and the disability
 - The requested modification or accommodation would constitute a "direct threat" to the health or safety of others or result in substantial physical damage to the condominium.
- d. If the disability of the requesting party is readily apparent or known to the person receiving the request on behalf of the Association, but the disability-related need is not readily apparent or known, additional verification may be requested to evaluate the requesting party's disability-related need. This verification may include documentation from any person with whom the person with a disability has or has had a therapeutic relationship, which includes the provision of medical care, program care, or personal care services, in good faith, to the requesting party by a:
- Mental health service provider
 - Individual or entity with a valid, unrestricted state license certification or registration to serve persons with disabilities
 - Person from a peer support or similar group that does not charge service recipients for a fee or impose any actual or implied financial requirement and who has actual knowledge about the requester's disability
 - Caregiver, reliable third party, or government entity with actual knowledge of the requester's disability

5. Notification

The requesting party will be notified of the Board's decision. If a request for reasonable modification or accommodation is granted, the Board, the General

Manager and the requesting party will work together to make the necessary arrangements for the implementation of the modification or accommodation.

6. Interactive Process

- a. In resolving any request for a Reasonable Modification or Accommodation, the Board encourages the requesting party, or someone on his or her behalf, to meet with the Board or approved committee or designated individual to review the need for the reasonable modification or accommodation and potential alternatives.
- b. As part of the interactive process, unless the reasonableness and necessity for the modification or accommodation has been established by the requesting party, a request may be made for additional supporting documentation to evaluate the reasonableness of either the requested modification or accommodation or any identified alternative modifications or accommodations.

7. Failure to Comply with Policy

Failure by a requesting party to comply with the provisions of this policy will not be considered grounds for rejecting a request for reasonable modification or accommodation so long as a request has been made in such a manner that a reasonable person would understand it is a request for a modification or accommodation.

Source: Administrative Resolution #160: Reasonable Modification/ Accommodation (Includes pet exceptions) (January 30, 2018)

*See Appendix for **Request for Modification/Accommodation Verification** form (Exhibit 4) and **Assistance Animal Registration** form (Exhibit 5).*

RECORDING OF MEETINGS OF THE BOARD OF DIRECTORS AND/OR COMMITTEES OF THE ASSOCIATION

The Virginia Condominium Act (“Act”) provides that the Association will keep detailed records of all meetings affecting the operation and administration of the Association.

Guidelines regarding the recording of public meetings of the Association follow.

1. Electronic Recordings

- a. From time to time, public meetings of the Board of Directors and/or committees may be electronically recorded, by the Secretary of the Board or designee, to assist in preparing the official records of such meetings.

- b. Recordings of public meetings will not constitute the official record of the meeting. Only the minutes approved by the official participants will constitute the legal documentation of a meeting of the Board of Directors and/or committee.
- c. When a recording is made of a meeting of the Board of Directors and/or committee, such recording will serve as one tool in the generation of the official minutes of the meetings. Once the official minutes of a recorded meeting have been approved, the recording(s) useful life will be deemed to be at an end and the recording(s) will be promptly erased.

2. Official Custodian of Electronic Recordings

The General Manager of the Association will be the custodian of the recorded material involving the Board of Directors and/or its committees. Upon approval of the minutes of the recording, the General Manager will cause the recording to be erased.

Source: Administrative Resolution #112A: Recording of Meetings of the Association (September 28, 1998)

RESIDENT COMMENT AT BOARD MEETINGS

In an attempt to increase direct communication between members of the Board of Directors, residents and homeowners, the first portion of each regular Board meeting will be available for residents and homeowners to address the Board of Directors in accordance with the following guidelines.

- a. A resident or homeowner wishing to speak to the Board must state the subject, the amount of time requested (not to exceed 5 minutes), and sign in in person no later than noon of the day of the Board meeting in which he/she wishes to address the Board.
- b. A total of not more than 45 minutes will be allocated at the beginning of all Board meetings for residents and homeowners to address the Board.
- c. It is at the sole discretion of the Board, by a vote or consensus, to extend the allocated 45 minutes for any given Board meeting depending on the number of residents signed up to speak and the total time requested.
- d. Speakers should address their comments to the President.
- e. The Board will not necessarily respond directly to questions and comments made by the speakers. However, where specific questions are asked that require further research, the Board President will ensure that appropriate answers are provided to the speaker as soon as reasonably possible and also to the community at the next regular monthly Board meeting.

- f. Speakers are asked to refrain from personal discourteous, libelous, defamatory or discriminatory remarks.
 - If remarks are any of the above, the President reserves the right to stop the speaker from offering further comment.

Source: Administrative Resolution #71: Establishing Guidelines for Resident Comment at Regular Board Meetings (March 25, 2008)

ASSOCIATION BOOKS AND RECORDS

The following procedures are for use in the event that a unit owner requests to examine or copy Association books and records.

1. Unit Owner Requests to View/Copy

- a. Generally, all books and records kept by or on behalf of the Association will be available for examination and copying by a unit owner in good standing. (See exceptions in “2. Exceptions to View/Copy” below.)
- b. Unit owners not in good standing (i.e., more than 60 days delinquent in the payment of any assessment to the Association) may not examine or copy Association books and records.
- c. Requests to examine and copy Association books and records must be made in writing, at least five business days in advance, and must reasonably identify the purpose for the request and specify the Association books and records requested.
 - A request form appears in the Appendix, Exhibit 6.
- d. Requests should be submitted to the Administrative Director/Executive Assistant to the Board of Directors.

2. Exceptions to View/Copy

- a. All books and records kept by or on behalf of the Association will be available for examination and copying by a unit owner in good standing except for the following books and records that may be withheld pursuant to the Virginia Condominium Act:
 - Personnel matters relating to specific, identified persons or person’s medical records
 - Contracts, leases and other commercial transactions to purchase or provide goods or services currently in or under negotiation
 - Pending or probable litigation
 - Matters involving state or local administration or other formal proceedings before a government tribunal for enforcement of the condominium instruments or rules and regulations promulgated by the Board

- Communications with legal counsel protected by the attorney-client privilege or the attorney work product doctrine
- Disclosure of information in violation of law
- Meeting minutes or other confidential records of an executive session of the Board held pursuant to the Condominium Act
- Documentation, correspondence or Management or Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session
- Individual unit owner or member files, other than those of the requesting unit owner, including any individual unit owner files kept by or on behalf of the Association

3. Handling of Requests

- a. Upon receipt and review of a request, Management on behalf of the Board will schedule with the unit owner a mutually convenient time during reasonable business hours to provide the books/records at the Association Office.
- b. Prior to providing copies of any Association books and records, the Association may impose and collect a charge for the reasonable material and labor costs associated with compiling and copying them.
 - The cost schedule adopted by the Board of Directors appears in the Appendix, Exhibit 7, and will be provided to each person upon request for access to Association books and records.
 - The Board of Directors may periodically adopt and implement an updated cost schedule to replace the existing cost schedule.

Source: Policy Resolution #93: Access to Association Books and Records (October 27, 2015)

*See Appendix for **Request to Examine and Copy Association Books and Records form (Exhibit 6)** and **WAL Cost Schedule for Providing Copies of Association Books and Records – subject to change per FY Fee Schedule (Exhibit 7)**.*

SECTION 9: GENERAL AND MISCELLANEOUS INFORMATION

HANDYMAN PROGRAM (IN-UNIT SERVICE)

Any unit owner who is and remains in compliance with the condominium instruments and the rules and regulations of the condominium and who has demonstrated a consistent pattern of timely assessment payment, will be eligible to utilize the In-Unit Services [*“Handyman Services”*] Program. All charges incurred by a unit will be billed to the owner. The owner will be responsible for delinquent charges.

SERVICES OFFERED

1. Plumbing

- a. Minor repair and/or replacement of kitchen plumbing fixtures such as faucets, faucet washers, seats and stems; garbage disposal repair (unjamming) or replacement, unclogging drain lines.
- b. Minor repair and/or replacement of bathroom plumbing fixtures such as toilets; faucets, faucet washers, seats and stems; unclogging toilets and drain lines; caulking of shower and bathtub, including existing sliding glass door.
- c. Installation of bathroom and kitchen exhaust fans; replacement of motors and fan blades (with stock items only).
- d. Replacement of stop valves for plumbing connections.

2. Electrical

Minor electrical repairs, which include:

- Bulb and tube replacement
- Dimmer switch installation
- Repair of existing outlets and outlet fixtures
- Replacement of ceiling light fixtures where there is existing junction box
- Installation of GFI outlet
- Replacement of fluorescent light tubes
- Replacement of bad circuit breakers and checking connections

NOTE: We cannot repair or replace faulty wiring.

3. General Maintenance

Watergate generally carries parts for existing equipment that came with the unit; otherwise unit owners must supply the part(s). *Note that we cannot work on*

appliances, but we can disconnect the appliance prior to the unit owner getting a repair done.

Minor general maintenance services include:

- Lock changes on front door and mailbox
- Security lock installation
- Smoke detector replacement
- Hanging items (weighing less than 50 lbs) on walls

PROGRAM ADMINISTRATION

1. Authority of General Manager

- a. To effectively administer the In-Unit Services Program, the Board has delegated the authority to conduct the In-Unit Services Program to the General Manager.
- b. All requests for services under the In-Unit Services Program must go through the Resident Services office.

2. Use of Association Employees for Program

- a. Association employees may only enter a unit to perform a service under this program with a written work order in its possession.
- b. No resident may make any direct request of an employee to perform services under this program, and all employees are directed to decline any such request.
 - Any employee found to be in violation of this requirement is subject to immediate review and possible dismissal.

PROGRAM SCHEDULING

Normal hours of operation for the In-Unit Service Program are Monday through Friday, 8:30 a.m. to 4 p.m.

Except in an emergency where life, limb or property are threatened, the routine work and services of the Association (which are for the benefit of all unit owners) will take priority over an individual member's request for service under the In-Unit Services Program.

The work under the In-Unit Services Program will be scheduled to meet the needs of both the Association and the residents, when possible, in scheduling work inside a unit.

FEES

All residents receiving services under this program during a month will be billed for such services within the first week of the following month. Payments are due in full by the 30th day of that month. No employee of the Association may accept payment for services performed under the program before the billing described has been made to the resident receiving such services.

CHANGES TO PROGRAM, FEES OR SERVICES

The Board reserves the right to change the Fee Schedule and to add to, delete or otherwise change any of the services or procedures relative to the In-Unit Services Program. Such change will be communicated to the residents affected, as the Board will at the time determine.

The In-Unit Services Program is offered as a benefit and convenience to residents, and as such there is no obligation for the Association to continue to offer services. The Board reserves the right to terminate the In-Unit Services Program at any time without notice.

INDEMNIFICATION

Each resident, by utilizing the In-Unit Services Program, agrees to indemnify and hold harmless the Association, Management and its staff from and against any and all damages or claims for damages associated with entry into the unit or the performance of work requested.

Source: Administrative Resolution #147: In-Unit Inspection and Service Program (Handyman) (October 26, 2004)

Watergate at Landmark Rules and Regulations

APPENDIX

NOTE: All forms start on odd-numbered pages to enable the generation of double-sided copies.

Date _____

**WATERGATE AT LANDMARK CONDOMINIUM UNIT OWNERS ASSOCIATION
ROOFTOP TERRACE USER AUTHORIZATION**

I/We, the primarily responsible resident(s) of Unit # _____ (“Unit”) in Watergate at Landmark, confirm that the following individuals residing in the Unit (“Users”) are authorized to access the Association Rooftop Observatory Decks (“Rooftops”) **without me/us being present:**

AUTHORIZED UNIT RESIDENT USERS:

_____	_____
<i>Print Full Name of Authorized User</i>	<i>Print Full Name of Authorized User</i>
_____	_____
<i>Print Full Name of Authorized User</i>	<i>Print Full Name of Authorized User</i>

I/We, also understand and acknowledge that:

- Users and User guests of the Rooftops must abide by pertinent Rules and Regulations.
- I/We, as the primarily responsible resident(s) of the Unit, shall be fully liable for any and all injuries, damages, causes of action, claims or obligations arising out of or related to my/our use or the Users’ and User guests’ use of the Rooftops.
- I/We are solely responsible for any harm caused by me/us or the Users or User guests to the common elements or any other property.
- I/We, hereby waive, hold harmless, indemnify, release and forever discharge the Association, the Association Board or Directors, members, residents, employees and agents of and from all manner of action and actions, causes and causes of action, suits, damages, claims or obligations arising out of, or related to, or resulting from my/our or the Users use or User guests’ use of the Rooftops.
- I/We shall strictly be responsible for actions of the Users or User guests while using the Rooftop.

_____	_____
<i>Print Full Name of Resident</i>	<i>Print Full Name of Resident</i>
_____	_____
<i>Signature of Resident</i>	<i>Signature of Resident</i>
_____	_____
<i>Date</i>	<i>Date</i>

Date _____

**WATERGATE AT LANDMARK CONDOMINIUM UNIT OWNERS ASSOCIATION
RENOVATON/ARCHITECTURAL CHANGE REQUEST**

In accordance with Article 2 of the Bylaws of Watergate at Landmark, governing structural additions, alterations or improvements to units; Administrative Resolution #2: Architectural Review Procedures; and Policy Resolution #96: Renovation and Architectural Modification Policies, the undersigned owner(s) request the approval of the following additions, alterations or improvements.

This application contains a complete and accurate list of any and all changes and renovations to my unit. I understand that renovations cannot begin until I have received the architectural approval letter from the Association, and I have completed and signed the architectural agreement form.

Owner Name: _____ **Owner Signature:** _____

Co-owner Name: _____ **Co-owner Signature:** _____
(If Applicable)

Building # _____ **Unit #** _____ **Phone # ()** _____ - _____

List all work to be done, including painting, wallpapering and replacing carpet with carpet and floor to floor, below. If needed use a separate page to continue description.

The described work will begin approximately _____ days after approval and is expected to take approximately _____ days/weeks to complete.

DESCRIBE FULLY THE NATURE OF THE WORK TO BE DONE AND ATTACH THE FOLLOWING:

1. A floor plan of the unit showing all proposed changes
2. Photos of the proposed area to be renovated
3. A copy of the contractor's license. The City of Alexandria requires that contractors working in a high-rise, multi-family dwelling have an RBC (Residential Building), CBC (Commercial Building) or CIC (Commercial Improvement) Contractor designation on their contractor's license. There are no exceptions.

AS APPLICABLE, ATTACH THE FOLLOWING:

1. Copies of electrical, plumbing and/or construction permits;
2. A diagram of any proposed changes to wiring system and a statement as to the electrical load of the proposed changes to the wiring system;
3. A diagram of the proposed changes to the plumbing system;
4. A diagram (floor plan), with measurements, showing the removal, addition of rearrangement of walls and/or doors within the unit.

CONTRACTOR DETAILS

Provide the name, address and phone number of the person or firm who will perform the proposed work.

(Attach a copy of the contractor's license.) Contractor's license must have RBC (Residential Building), CBC (Commercial Building) or CIC (Commercial Improvement) Contractor designation on their contractor's license.

THE FOLLOWING MODIFICATIONS ARE LIMITED OR NOT PERMITTED:

- The exhaust fan in the kitchen cannot be moved, modified or covered.
- The dryer vent cannot be modified or relocated. Relocating washer/dryers will be approved on a case by case basis.
- Adding or removing any wall, including closing in an area such as building a pantry or closet of any type, will also require a construction permit. Wood framing is not permitted. Any framing must be done with metal studs.
- Copper pipe and fittings must be used during renovations.
- The bathroom vents in Buildings One and Two (203 and 205 Yoakum Parkway) cannot be moved, modified or covered. Floor plans may be obtained at the Resident Services Office.

APPROVAL TIMEFRAME & RELATED FEES:

Depending upon the nature of the project, the type of review required will be either:

- Administrative Review
- Covenant Committee Review
- Possible additional requirement for a City of Alexandria permit.

For review and approval, please allow approximately three days for a Notice of Change; 10 days for a Renovation/ Architectural Modification request. Owners requesting applications be expedited will incur a fee for expedited service. Owners proceeding without approval will be subject to a more expensive Architectural Renovation (after the fact) fee. (See FY Fee Schedule for details).

PERMITS:

It is the responsibility of the unit owner to obtain any necessary permits from the City of Alexandria. Copies of permits must be attached to this application if required. Generally, permits are required if electrical fixtures or connections are installed or relocated within the unit or if the installation of sinks, toilets, bidets, tubs, showers or appliances requires changes in existing plumbing.

A copy of the Alexandria Code Enforcement Bureau's publication is on the file in the Association Office. The publication can also be accessed on the internet at <https://www.alexandriava.gov/PermitCenter>

Select "Permit Requirements" from the "quick links" on the left side of the screen, scroll down to and click on "When Do I Need a Permit?" The Bureau is located at City Hall.

A copy of AR2, PR96 and the Virginia Code (Condominium Act) pertaining to alterations is available in the Association Office. In addition, the Condominium Act requires that resale certificates contain a statement (if true) that any improvements or alterations made to a unit or limited common element assigned thereto, by the prior unit owner, are not in violation of the Condominium Instruments or the Virginia Condominium Act.

CONTRACTOR ACCESS REGULATIONS

Contractors, subcontractors, painters, plumbers, and other building trades may enter the building no earlier than 8:00 a.m. and must exit no later than 6:00 p.m., Monday through Saturday (except for emergency repairs). However, hammering, sawing, power tools, or other activity that may generate noise to other units by a contractor are strictly forbidden on Saturdays. Work other than emergency repairs is prohibited on Sundays and Federal Holidays unless Patrol Services is apprised of the necessity prior to contractor admittance to the Property. Unit owners may personally do work on Saturday but are limited for noise between 10:00 a.m. to 4:00 p.m. Noise complaints outside of these timeframes are to be brought to the attention of Patrol Services. Contractors, subcontractors, painters, plumbers, and other building trades must enter and exit the building through the loading dock. Contractors must use the service elevator except when directed by Patrol Services to use the passenger elevator. The service elevator door may not be held open by blocking the door. The Association trash receptacles are not to be used for trash or debris generated from construction or repair of any unit. All trash and debris must be hauled away from the Condominium property on a daily basis by the contractor(s) and sub-contractor(s) working on any unit. Any damage to any common area will be strictly the responsibility of the unit owner employing the contractors and sub-contractor.

Rev. 10/21/19

**WATERGATE AT LANDMARK CONDOMINIUM UNIT OWNERS ASSOCIATION
INTERNAL COMPLAINT FORM**

COMPLAINING PARTY (The Party Filing the Complaint)

Complaining Party's Name: _____

Mailing Address: _____

Property Address in Association: _____

(if different) _____

Home Phone: _____ Other Phone: _____

Email Address: _____

Are you a Unit Owner in the Association? Yes No

NATURE OF COMPLAINT

Your Complaint Involves: (check as appropriate)

The authority of the Association/Board of Directors, under any law or regulation, to:

- Require any person to take action, or not to take any action, involving a unit
- Require any person to pay a fee, charge, or assessment
- Spend Association funds
- Alter or add to common elements

The failure of the Association/Board of Directors, when required by law or regulation, to:

- Properly conduct an election
- Give adequate notice of a meeting or other action
- Properly conduct a meeting
- Maintain or audit books and records
- Allow inspection of books and records
- Properly adopt a budget or rule

DESIRED ACTION:

Please state what actions you think will resolve your complaint:

I hereby certify that the statements made on this form and in any attached documents are true and complete to the best of my knowledge, information and belief.

Signature

Date

If, after the Reviewing Entity's consideration and review of the Complaint, the Reviewing Entity issues a final decision adverse to the Complainant, you have the right to file a notice of final adverse decision with the Common Interest Community Board ("CICB") in accordance with the regulation promulgated by the CICB. The notice will be filed within 30 days of the date of the final adverse decision, will be in writing on forms provided by the Office of the Common Interest Community Ombudsman ("Ombudsman"), will include copies of any supporting documents, correspondence and other materials related to the decision, and will be accompanied by a \$25.00 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Maryland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICOmbudsman@dpor.virginia.gov

Source: Administrative Resolution #162: Internal Complaint Procedures (August 30, 2016)

REQUEST FOR MODIFICATION / ACCOMMODATION VERIFICATION

DATE _____

TO _____

HEALTH CARE PROVIDER'S NAME

HEALTH CARE PROVIDER'S ADDRESS

FROM _____

COMMUNITY ASSOCIATION NAME

COMMUNITY ASSOCIATION ADDRESS

RE: **REQUEST FOR MODIFICATION OR ACCOMMODATION**

MEMBER'S NAME _____

ADDRESS _____

The Requesting Party above has requested a modification to the building and/or an accommodation to our rules, regulations, and services based on the claim that the Requesting Party has the following medical issue which constitutes a disability as defined below (state nature of medical condition/disability): _____

According to the Requesting Party, the disability limits his/her ability to (explain need for modification/accommodation):

Therefore, the Requesting Party has made the following request:

Under federal law, if an individual with disabilities requests a reasonable modification or accommodation to that disability, the Association must consider the request. To do this, the Association must verify that the individual qualifies as disabled under Virginia or federal law and requires the accommodation in order to have an equal opportunity to use and enjoy his/her home.

We would appreciate your cooperation in answering the questions on this form and returning it to the address listed above. Enclosed is a stamped, self-addressed envelope for this purpose. The member has consented to this release of information, as shown below.

DEFINITION OF 'DISABLED'

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes. Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition doesn't include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic who poses a direct threat to property or safety because of alcohol use.

INFORMATION REQUESTED

1. Is member named above disabled as defined above? Yes No

2. In your professional opinion, is the Requesting Party limited in his/her life activity as described above. (If the answer is No, is the Requesting Party's life activity limited some other way?) Yes No Explain below.

3. If you answered "Yes" to question number 1, can the member's condition be otherwise treated to prevent any substantial limits in any of his/her major life activities? Yes No

NAME & TITLE OF PERSON SUPPLYING INFORMATION _____

FIRM/ORGANIZATION _____

Would you be willing to testify in any court action or related proceeding as to member's need for the requested accommodation?

Yes No

HEALTH CARE PROVIDER'S SIGNATURE _____

MEDICAL LICENSE # (IF PHYSICIAN) _____ DATE _____

RELEASE

TO THE MEMBER:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE COMMUNITY ASSOCIATION OR THE HEALTH CARE PROVIDER IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances that would require the community association named above to verify information that is up to five years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

SIGNATURE _____ DATE _____

Date _____

**WATERGATE AT LANDMARK CONDOMINIUM UNIT OWNERS ASSOCIATION
ASSISTANCE ANIMAL REGISTRATION**

I. Assistance Animal Description. Please attach a photograph of the animal. Please complete the following information.

- a. Name of Animal: _____
- b. Type of Animal (i.e., dog): _____
- c. Breed of Animal: _____
- d. Color of Animal: _____
- e. Age of Animal: _____
- f. Weight of Animal: _____
- g. City of Alexandria License No.: _____
- h. Is animal current on all legally required vaccinations? (circle one) Yes / No. Please attach a certificate from the veterinarian who cares for the animal dated within 30 days of date of this Registration which includes all vaccination information.

II. Contact Information for Surrogate Animal Caregiver in Case of Emergency.

Name: _____
 Address: _____
 Cell Phone Number: _____
 Email Address: _____

III. Assistance Animal Rules and Regulations. The Requesting Party must agree to and abide by the following:

- a. Assistance animals at all times must wear a collar with ID tag and vaccination tags.
- b. Assistance animals must be in a carrier or on a leash at all times when outside of the unit and kept within the control of the Requesting Party.
- c. Requesting Party must keep unit and surrounding areas free of odors, waste, insect infestation and litter resulting from the animal.
- d. Aggressive or vicious animals are strictly prohibited. Animals may not pose a clear and present threat of substantial harm to other or the dwelling itself.
- e. Requesting Party must keep common elements free of all animal waste and must clear all animal waste from common elements immediately.
- f. Incessant barking or offensive or disruptive noise by the service/support animal is prohibited.

IV. Association Facilities.

Please identify areas in the community where you anticipate taking your assistance animal.

V. **Agreement.**

- a. I agree to abide by the rules set forth in Section III at all times.
- b. I shall be fully liable for any and all injuries, damages, causes of action, claims or obligations, over any consequential damages arising out of or related to my use of an assistance animal. I am solely responsible for any harm, including to any person or to the common elements, or any other property caused by my assistance animal.
- c. I hereby waive, hold harmless, indemnify, release and forever discharge the Association, the Association Board of Directors, members, residents, employees and agents of and from all manner of action and actions, causes and causes of action, suits, damages, claims or obligations, over any consequential damages arising out of, or related to, or resulting from my assistance animal's actions and behavior and use of Association facilities.
- d. I hereby represent that (i) my assistance animal is in good health, has not been ill with any communicable diseases or parasites in the last 30 days, and has not harmed or shown aggressive or threatening behavior towards any person or any other animal; (ii) my assistance animal has received and is up-to-date on all vaccinations as required by law; and (iii) that my assistance animal does not suffer from any condition and is not prone to any behavior which would in any way be dangerous to another person or animal.
- e. I am strictly responsible for the care and actions of my assistance animal.

By signing below, I represent that the information provided is true and accurate to the best of my knowledge. I agree to the terms contained in the Assistance Animal Registration.

WARNING: READ CAREFULLY. THIS REGISTRATION INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO BRING LEGAL ACTION AGAINST THE ASSOCIATION AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF THE EFFECT OF THIS AGREEMENT.

Name of Requesting Party

Address in Watergate at Landmark Condominium

Home Phone

Office Phone

Cell Phone Number

Email Address

Signature

Date _____

**WATERGATE AT LANDMARK CONDOMINIUM UNIT OWNERS ASSOCIATION
REQUEST TO EXAMINE AND COPY ASSOCIATION BOOKS AND RECORDS**

Requesting Unit Owner

Unit Owner: _____

Mailing Address: _____

Address in Watergate at Landmark Condominium: _____
(if different than mailing address) _____

Home Phone: _____ Other Phone: _____

Email Address: _____

Nature of Request

Specific Association books and records requested to examine or copy:

Purpose of Request

Requested Date for Examination

(The Administrative Director/Executive Assistant to the Board of Directors will contact the unit owner after receipt of the request to schedule a mutually convenient time for the unit owner to examine and/or copy the requested Association books and records.)

Unit Owner Acknowledgement

My request is for a proper purpose related to membership in the Association and not for pecuniary gain or commercial solicitation.

I understand that the Association may withhold from examination or copying Association books and records that are drafts and not yet incorporated into the Association books and records and Association books and records concerning specific matters provided for in the Virginia Condominium Act.

I understand that the Association may impose and collect a charge, reflecting reasonable costs of materials and labor, related to my request prior to providing copies of any Association books and records. I have received and reviewed the current cost schedule for such materials and labor.

I hereby certify that the statements made on this form are true and complete to the best of my knowledge, information and belief.

Signature

Date

Printed Name

WATERGATE AT LANDMARK CONDOMINIUM UNIT OWNERS ASSOCIATION

**COST SCHEDULE
FOR PROVIDING COPIES OF ASSOCIATION BOOKS AND RECORDS
(subject to change per FY Fee Schedule)**

Copy/Print/Scan (black & white)	\$0.15
Facsimile Transmittals	\$0.50 Per Page
Long Distance Telephone	Actual Cost
Postage	USPS Rates
Certified Mail	\$5.00 Plus USPS Postage/Handing
#10 Business Envelope	\$0.10
6 x 9 Envelope	\$0.20
10 x 15 Envelope	\$0.35
Mailing Labels, Each	\$0.05
HOURLY RATES:	
Clerical Staff	\$50.00 Per Hour
Watergate Dept. Directors and Contractors	\$100.00 Per Hour Plus Additional Contractor Fees if Applicable
General Manager, Deputy General Manager	\$175.00 Per Hour

**Source: Policy Resolution #93: Access to Association Books and Records
(October 23, 2015)**

LEASE ADDENDUM

This Lease Addendum ("Addendum") dated _____, 20____, to the lease ("Lease") between _____ ("Owner") and _____ ("Tenant") for Unit No. ____ in Watergate at Landmark Condominium with an address of _____, Alexandria, VA. ("Unit").

In consideration of the covenants contained in the Lease and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the following provisions are incorporated into the Lease:

1. **Third Party Beneficiary.** Tenant and Owner agree that Watergate at Landmark Condominium Unit Owners Association ("Association") is a third-party beneficiary of the promises made in this Addendum and that the Association may enforce any of the provisions of this Addendum against the Owner and Tenant.

2. **Governing Documents.** Owner has provided Tenant with copies of the condominium instruments (Declaration and exhibits, including the Bylaws, and amendments) and the Rules and Regulations of the Association ("Governing Documents"). Tenant acknowledges receiving and reviewing the Governing Documents and that the Tenant is bound thereby. Failure to receive or review the Governing Documents will not constitute a defense to any breaches thereof.

3. **Non-Compliance.** Tenant's right to use and occupy the Unit and the Common Elements of Watergate at Landmark Condominium is subject to and subordinate in all respects to the provisions of the Virginia Condominium Act ("Act") and the Governing Documents, and to any lien filed by the Association. Tenant's failure to comply with the provisions of the Act, the Governing Documents or this Addendum is a default of the Lease, giving the Owner the right to take appropriate action to terminate the Lease, evict the Tenant and take possession of the Unit. If the Owner does not terminate the Lease after such material breach by the Tenant, the Association Board of Directors ("Board") can terminate the Lease and bring proceedings to evict the Tenant provided at least 45 days' prior written notice is given to Owner. Section 10.1(b) of the Association Bylaws provides that any costs incurred resulting from failure to comply with the Act or the Governing Documents by any unit owner (or member of unit owner's household or unit owner's guests, invitees, tenants, agents or employees) may be assessed against such owner's unit.

4. **Transfer of Rights to Use.** Owner, to Owner's own exclusion, hereby transfers to Tenant all rights to use any portion of the Common Elements except with respect to Owner's right to use such Common Elements necessary to attend Association and Board meetings and to access the Unit for purposes of inspection, maintenance, repair or such other uses incidental to the leasing of the Unit or as otherwise approved by the Board.

5. **In-Unit Service (Handyman) Program. ONE OF THE FOLLOWING BOXES MUST BE SELECTED.** Owner hereby represents and Tenant acknowledges that the tenant is or is not authorized to request work under the Association In-Unit Services Program. If the Tenant is authorized, all services requested by Tenant will be billed to Owner. Tenant acknowledges that in certain circumstances, Owner or other approval of the In-Unit Service requested by Tenant may be required. Property Manager is or is not authorized to request work under the Association's Handyman Program.

6. **Indemnification.** Tenant will defend, indemnify and hold harmless the Association, Board members, Association officers and the Association managing agent ("Indemnified Parties") from and against any damages, direct or indirect, incurred by the Indemnified Parties as a result of noncompliance by the Tenant, the Tenant's family, licensees, agents and invitees with the Governing Documents, the Act or this Addendum or associated with the Association conducting work in the Unit requested by Tenant pursuant to the In-Unit Services Program (except in cases of Association negligence or willful misconduct).

Invalidity of any part of this Addendum will not affect the validity or enforceability of other provisions of this Addendum. This Addendum is not intended to restrict the Owner or the Tenant from revising the Lease so long as such revisions do not conflict with this Addendum. In the event of a conflict between the Lease and Addendum, the Addendum controls.

COMPLETE BLANKS ABOVE AND CHECK AT LEAST ONE OF THE BOXES IN ITEM #5.

SIGN, DATE AND COMPLETE THE INFORMATION BELOW.

Owner(s): _____ **Tenant(s):** _____

Signature _____ *Date* _____ *Signature* _____ *Date* _____

Print Name: _____ Print Name: _____

Phone:(H) _____ (C) _____ Email: _____

Signature _____ *Date* _____ *Signature* _____ *Date* _____

Print Name: _____ Print Name: _____

Phone:(H) _____ (C) _____ Email: _____

Rules and Regulations Index

<u>Subject</u>	<u>Page</u>
After-the-Fact Renovation Fee	108
Appeal Process	89
Appliances	11,18,26,55,56,62,64,101,108
Architectural Restrictions	55-71
Assessment and Collections	84
Assistance Animals	72,74,117
Association Books and Records	98, 99, 119-121
Association Employees – Rules of Conduct Toward	27, 101
Attire (in Community Center)	28, 29,43
Audio or Musical Sound/Equipment	13, 32, 34
Barbequing on Balcony	26
Balcony (alterations, décor prohibited, pets)	18, 24-26,57
Bicycles & Bicycle Safety	8,9, 13, 14, 26
Bidets	56,64,108
Billiards (Pool) Room	32-34, 54
Bird feeding	18
Blue Room [in Community Center]	28, 31, 32
Board Communications/Notices	14
Board Meetings	
Recording of	96
Resident Comment	97, 98
Card Room	11, 28, 32, 76
Carpet and Rug Requirements/Replacement	63
Car Wash	9
Cat litter Disposal	76
Commercial Deliveries	18,19
Commercial Vehicles & Regulated Vehicles	7
Communication and Bulletin Board Postings	14,15
Community Bulletin Boards	14,15
Construction Trash and Debris	62
Contractor Access & Responsibilities	61, 62
Contractor Work Hours and Days	61
Contractor Requirements (WAL Unit Renovations)	61, 62
Covenant Committee Review	63
Covenants Committee Hearing	87-90
Doorbells and Other Door Hardware, Locks	60, 61
Electric Panel Box	56, 64
Emergency Repairs	8, 61
Exhaust Vents	108
Extermination	22

Fitness Center	11, 29, 34, 35, 54
FOBS	4, 32, 53
Gazebos	28, 35-37
Guests/Visitors	3, 4, 6, 7, 20, 29, 33, 37, 42,61,77, 87
Hallways, Stairwells, Lobbies	11, 12, 30, 40, 75
Handicapped Parking	6
Handyman Services (In-Unit Service)	57, 100, 123
Hazardous Waste Disposal	11
Humidifier Lines	68
HVAC Closet Restrictions	57,67,68
HVAC Condensers/ HVAC Grills	57,65,67
ID Cards/Amenity Passes (WAL)	17, 29
Internal Complaint Policy	78-83
Landscaped, Lawn Areas	17
Laundry Rooms	9, 10
Leashes	69
Leasing Restrictions & Requirements	49, 72, 73, 117
Library	11, 32, 76
Lights	25, 38, 48, 49
Loading Dock	6, 11, 12, 19, 40, 62 109
Motorcycles	6,7
Moves/Moving	1,2,17
Noise Restrictions/Complaints	9,26,32,38,59,61-63, 75, 109,117
Noxious Behavior	27,77
Parking Decals/Passes	3,17,61
Parking Restrictions	6
Party Rooms for Private Entertaining	28,37-40,54,76
Pets	72-77
Pet Areas	70
No Pet Areas/Pet-Free Zones	49, 52, 72, 73,75,77
Pet Tags/Annual Pet Registration	74
Packages	18,19
Plants	11,26,71
Planters	25
Putting Green	28,41,54,76
Property Transfer	1,2
RVs and Other Regulated Vehicles	7
Racquet Club/Tennis Courts	11,47-52,76
Reasonable Modification/Accommodation	91-96,115,116
Recycling	10,11
Relocation of Unit Boundaries Between Units	58
Renovations	1,55-68,107,108
Resident Advertising/Classified Listings	14
Resident Communications	14,15
Rooftop Observatory Decks	53,105
Sauna	29,41-46

Satellite Dishes & Antenna Installation	26,68-71
Service Elevator	2,4,19,62,73,109
Short-term Occupancy	20
Signs	5,7,13,24,33
Solicitation	16,54,120
Smoking and Non-Smoking Areas	11,12
Spa	41-46
Sports Play (Balls, Cleats, Bats)	12
Storage Lockers, Rooms & Bins	8-11,18,24,26
Structural Modifications (Beams, Columns)	58
Subdivision of Units	59
Swimming Pools	11,12,17,28,29,32,41-46,54
Terrace Lounge	11,28,31,32,76
Towing	5-8
Trash Chute	10,11,76
Trash Rooms	10,11
TV Cable & Wiring	55
COAX Cable	
Commercial Cable (such as Comcast)	
TV Room [in Community Center]	11,28,31,76
Unit Doors	5,17,18,26
Use of Amenities (Non-Resident Owner/Business Operation)	54
Video Doorbell	61
Visitors (<i>See Guests Above</i>)	
WAL Resident ID Cards, Passes & Gate Decals (Ownership)	17
Wall Removal/Movement of Walls	59
Washing Machine Hoses	57
Weather Stripping	61

Exhibits (*Forms located in back of Rules & Regulations*)

Rooftop Terrace User Authorization	<i>Exhibit 1</i>	105
Renovation/Architectural Change Request	<i>Exhibit 2</i>	107
Internal Complaint Form	<i>Exhibit 3</i>	111
Request for Modification/Accommodation Verification	<i>Exhibit 4</i>	115
Assistance Animal Registration	<i>Exhibit 5</i>	117
Request to Examine & Copy Assn Books & Records	<i>Exhibit 6</i>	119
Cost Schedule for Copies of Books & Records	<i>Exhibit 7</i>	121
Lease Addendum	<i>Exhibit 8</i>	123