

RULES AND REGULATIONS

PROPOSED
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WATER'S EDGE, A CONDOMINIUM

GENERAL

1. The Unit Owners' Association of Water's Edge, A Condominium (the "Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, agents, visitors and any guest, invitee or licensee of any of the foregoing. Wherever in these Regulations reference is made to the Association, such reference shall include the Association, the Board of Directors, and the Managing Agent when the Managing Agent is acting on behalf of the Association. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors. These Regulations are supplementary to and not in lieu of provisions governing the Condominium which are set forth in the Declaration and Bylaws of the Condominium. To the extent of any inconsistency among any of the foregoing, the following shall prevail in the order noted: The Declaration, the Bylaws, and these Regulations.

RESTRICTIONS ON USE

2. There shall be no obstruction of the Common Elements. Nothing shall be stored in or upon the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or Bylaws.

3. No gasoline or other explosive or inflammable material may be kept in any Unit.

4. All garbage and trash must be contained and may be placed outdoors only on collection days. No garbage or trash shall be placed on any Common Element except as may be designated by the Board of Directors or the Managing Agent. No garbage cans, containers or bags of any kind shall be placed in public areas, except for those, if any, provided for general use.

*These Rules and Regulations shall be effective only upon adoption by the Board of Directors.

5. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, courts, sidewalks or lawns or elsewhere on or upon the Common Elements.

6. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein.

7. Each Unit Owner shall keep his or her Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or decks thereof, any dirt or other substance.

8. No noxious or offensive activity shall be carried on in any Unit or in or upon the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound-producing device in a Unit between the hours of 11 p.m. and 8 a.m., if such operation shall disturb or annoy other occupants of the Buildings.

9. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, whether through or upon windows, doors, or masonry or other siding of such Unit. The prohibition herein includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennae or any other item. Under no circumstances shall any air conditioning apparatus, television or radio antennae or other items be installed by a Unit Owner beyond the boundaries of a Unit. A Unit Owner, however, may use a central or master radio or television antenna, if any, provided as part of a Unit or the Common Elements. No clothes line, clothes rack or other device may be used to hang any items on any terrace, deck or yard, nor may such devices be used anywhere on the Common Elements, except in such areas, if any, as may be designated specifically for such use by the Board of Directors. Balconies, decks and yards shall not be used as storage areas. No terrace, deck or yard shall be enclosed or covered by any awning or otherwise without the prior consent in writing of the Board of Directors.

10. No blinds, shades or screens shall be attached to, hung in, or used in connection with any terrace, balcony or patio of a Unit. Draperies or curtains, or shutters or horizontal blinds

must be installed by each Unit Owner on all windows of his or her Unit and must be so maintained thereon at all times. The exterior surface (surface visible from the outside of the Unit) of all window coverings must be white or off-white in color.

11. In accordance with the building code of Building Officials and Code Administrators ("BOCA"), all flat Units not on grade have been designed to support a total of 50 pounds per square foot (40 pounds of live load and 10 pounds of dead load) of floor area, and all second levels of townhouse Units have been designed to support a total of 40 pounds per square foot (30 pounds of live load and 10 pounds of dead load). Accordingly, all second level flat Units and all second levels of townhouse Units will not support certain concentrations of weight, including, for example, but without limitation, certain water beds, pianos and safes. All decks have been designed to support a total of 100 pounds per square foot of floor area. Each Unit Owner specifically is cautioned to determine, if and to the extent appropriate, the load capacities of furnishings and/or fixtures desired to be placed in or attached to his or her Unit or any Limited Common Element deck appurtenant thereto. Any support failure resulting from any Unit Owner exceeding the above design support capacities will be at the sole liability of such Unit Owner.

PARKING AND STORAGE

12. All personal property placed in any portion of any Building or any place appurtenant thereto shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for any loss, destruction, theft or damage to such property.

13. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his or her family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances hereby expressly are waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequence thereof.

14. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

15. Unless otherwise authorized by the Board of Directors, the parking areas may not be used for any purpose other than the parking of automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in any parking areas.

Motorcycles shall be parked only in such areas designated by the Board of Directors and may not be housed in Units or parked on lawn areas or any other area of the Condominium. All vehicles must have current license plates and be in operating condition.

ENTRY INTO UNITS

16. No Unit Owner shall alter any lock or install additional locks on any doors of a Unit without the prior written consent of the Board of Directors. The Association or the Managing Agent shall have the right to make and keep a copy of any key required to gain entry to any Unit.

17. Employees and agents of the Association are not authorized to accept packages, keys (except as herein and otherwise provided), money (except for Condominium assessments) or articles of any description from or for the benefit of a Unit Owner. If, notwithstanding the foregoing, such packages, keys, money, or articles of any description are left with employees and/or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or in connection therewith. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without the prior written authorization of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

COMMUNITY AND RECREATIONAL FACILITIES

18. All persons using any of the community and/or recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the community and/or recreational facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of such facilities except where such loss, injury or damage clearly can be proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities. Any health and safety rules posted at community and/or recreational facilities shall be observed by all Unit Owners.

19. In addition to all other rights which the Board of Directors shall have for nonpayment of assessments, the Board of Directors of the Association shall have the right to bar the use by a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium.

MISCELLANEOUS

20. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made to the Managing Agent by check or money order payable to the Condominium. Cash will not be accepted.

21. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the Board of Directors. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

22. The use of charcoal burners shall be permitted on decks, balconies, yards and other Common Elements only to the extent and in such areas as shall be permitted by the Board of Directors in compliance with law.

LIMITATION

Nothing in these Rules and Regulations shall be construed to prohibit or unreasonably limit the construction and sales activities of the Declarant.

**MODIFICATION/IMPROVEMENT REQUEST FORM
WATER'S EDGE CONDOMINIUM**

To: Board of Directors
Water's Edge Condominium
c/o KPA, Inc.
6400 Arlington Blvd. Suite 700
Falls Church, Va. 22042
Fax: 703 532-5098

Name of Applicant: _____

Address: _____

Falls Church, Va. 22041

Telephone: Home _____ Work _____
Cell _____

Proposed Improvement:

Applicant must submit the following with this application:

1. Manufacturer's brochure, if applicable.
2. Color samples, if applicable.
3. Architectural plans/drawings (for major additions or improvements.)
4. Detailed written description of improvement (if not provided, application will be returned pending additional information.)

Applicant hereby warrants that Applicant shall assume full responsibility for:

- (i) All landscaping, grading and/or drainage issues relating to the improvement.
- (ii) Obtaining all required County approvals and permits relating to said improvements.
- (iii) Complying with all applicable County ordinances.

- (iv) Any damage to adjoining property (including common area) or injury to third person associated with the improvement.
- (v) Applicant hereby states that they have read the Governing documents for Water's Edge and agree that all work performed will be fully in compliance with those guidelines.

Signature of Applicant

Date

BOARD OF DIRECTORS RESPONSE

Date Application Received _____

_____ Request approved as submitted.

_____ Request approved subject to: _____

_____ Response suspended pending submission of: _____

_____ Request disapproved because: _____

Signed - Board of Directors

Date

***Improvements requiring approval by the Board of Directors include (but are not limited to) landscaping, satellite dish installation, storm doors, window replacement, any movement of interior walls, any request for handicap modifications, attic fans.**