

**Westbriar Condominium Unit Owners Association and
Westbriar Plaza Condominium Unit Owners Association**

Policy Resolution No.____

Establishing Rules and Regulations for Use of the Clubhouse Exercise Room

WHEREAS, Article III, Section 2 of Bylaws of the Westbriar Condominium Unit Owners Association (the “Westbriar Condominium”) and Article III, Section 2 of the Bylaws of the Westbriar Plaza Condominium Unit Owners Association (“Westbriar Plaza”) provide that the Board of Directors of the respective associations shall have all of the powers and duties necessary for the administration of the affairs of the Association; and further provides that the Board of Directors shall have the power to adopt any rules and regulations, provided, however, that such rules and regulations shall not be in conflict with the Condominium Act or the Condominium Instruments; and,

WHEREAS, the Westbriar Condominium and Westbriar Plaza are parties to a Declaration of Easement and Shared Maintenance Agreement (“Maintenance Agreement”) dated May 15, 2000 and recorded in the Fairfax County Land Records at Book 11356 Page 1855. According to the Maintenance Agreement, Westbriar Condominium has a non-exclusive easement for the use and enjoyment of the Recreational Facilities including the spa and community center located within Westbriar Plaza; and,

WHEREAS, Article VI, Section B(1) of the Maintenance Agreement provides that the Facilities Committee shall be responsible for overseeing the use and operation of the Recreational Facilities and shall have the authority to promulgate rules and regulations for use and operation; and,

WHEREAS, The Boards of Directors of the Westbriar Plaza and the Westbriar Condominium (together further referenced as “the Board” and the “the Association”) and the Facilities Committee deem it necessary and desirable to establish certain rules for use of the Exercise Room in the Association Clubhouse (further referenced as the “Clubhouse”).

NOW, THEREFORE, be it resolved that the following Rules and Regulations for use of the Exercise Room be adopted:

I. GENERAL

1. All unit owners (or their designated tenants) and respective household members are entitled to use the Exercise Room. This privilege may be suspended by the Board of Directors for owners who are delinquent in their assessment payments for a period in excess of sixty (60) days. And all unit owners who wish to use the Exercise Room must complete a “waiver of liability” which is attached hereto as **Exhibit A** and submit it to the Association’s managing agent prior to use.
2. Residents between twelve (12) and fifteen (15) years in age may use the Exercise Room when accompanied by an adult eighteen (18) years of age or older. Exercise Room users who are between twelve (12) and eighteen (18) years of age must provide a signed affidavit from a parent or guardian that the person is permitted to use the Exercise Room, see **Exhibit A**.
3. Exercise Room hours of operation will be 5 a.m. to midnight daily, except when clubhouse is rented for a private event. The Board of Directors reserves the right to change the hours of operation for the Exercise Room by posting the hours in the Exercise Room.
4. Each household may bring up to two (2) guests at any one time. Guests must be escorted by a resident who is eighteen (18) years of age or older. No resident under the age of eighteen (18) is permitted to bring guests to the exercise facility. The conduct of guests is the responsibility of the escort. Any guests must complete a “waiver of liability” form and submit to the Association prior to use of the exercise room. Submit waivers to Association’s management company prior to use of the facility.
5. No food, alcohol, drugs, or tobacco is allowed in the Exercise Room. Beverages in unbreakable, spill-proof containers are allowed. Smoking is prohibited anywhere in the Clubhouse and Exercise Room.
6. Each user is required to wipe off the equipment after each use.
7. Attire for the Exercise Room is shorts or warm-up suits, shirts, tights/leotards and appropriate footwear. Swimming suits, flip-flops, and bare feet are prohibited in the Exercise Room.
8. Personal belongings should not be left in the exercise room.
9. All personal sound systems (e.g. MP3 players, radios, phones, etc.) shall only be used with earphones and kept at a low volume in order to avoid disturbing others.
10. Any problems with the equipment or violations of the rules must be reported to the Association’s management staff, Advantage Community Management Corp. (703-279-6556).

11. The maximum number of people permitted in the Exercise Room at any given time is eight (8).
12. While users are waiting, the time limit on each piece of equipment is thirty (30) minutes.
13. Users shall utilize the equipment in a manner that is consistent with the posted instructions for use. Any damage that results from using the equipment in a manner inconsistent with the posted instructions will be the responsibility of the user.
14. Locker use is limited to the time the user is at the facility. Association reserves the right to remove locks and items left in lockers when owner is not present.

II. ENFORCEMENT

All Owners shall be subject to their respective Association's enforcement policy for violations of the governing documents if the Owner, or their tenants, guests or invitees violate these Rules. The Association shall be permitted to take all actions authorized by its governing documents and Virginia law, including, but not limited to, the imposition of monetary charges and the suspension of membership privileges following all due process procedures.

III. LIABILITY

1. The Association, its directors, officers, agents, employees and other designees shall not be responsible for any claims, liabilities or damage to or loss of any personal property for any reason whatsoever (including theft), direct or indirect, arising from or relating to the use of the Exercise Room.
2. All users of the Exercise Room assume all responsibility, risks, liabilities, and hazards incident to the use of the Exercise Room and hereby release and forever discharge the Association and its officers, directors, employees and agents from liability for personal injury, death and damage to or destruction of property arising from the use of the Exercise Room. Users of the Exercise Room shall indemnify and hold harmless the Association, its officers, directors, employees, agents and members from any and all claims, costs, causes of action, liability and/or damages (including but not limited to attorneys' fees and costs) resulting from or related to the use of the Exercise Room.

These Rules and Regulations supersede and replace any previously adopted policies relating to the same subject.

The effective date of this Resolution shall be _____, 2013.

Westbriar Condominium Unit Owners Association

By: _____
Josh Coder, President

Westbriar Plaza Condominium Unit Owners Association

By: _____
Ina Nenninger, President

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