

Colonial Village II

Resident Handbook

2018 Edition

Web site: colonialvillages.org

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2018 Revised Edition

Colonial Village II Management Office
1903 Key Blvd. (side entrance)
Arlington, VA 22201

Office hours: 8:30 am – 5:30 pm, Mon, Wed, Thurs
8:30 am – 7 pm Tues / 8:30 am – 1pm Fri
Phone: 703-525-5557

Emergency after-hours: 703-525-5557
(will roll over to answering service)
Fax: 703-525-5558

Web site: **www.colonialvillages.org**

Management Company: Legum & Norman– An Associa® Company
Corporate Offices: 703-600-6000

Colonial Village II Resident Handbook

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Foreword: The Association Regulations and You

The Resident Handbook is intended to give unit owners and tenants an overview of the rules that govern Colonial Village II. In issuing this Handbook, the Board of Directors is guided by the philosophy that making the rules clear and easy to access will eliminate misunderstandings and ensure that this community remains a peaceful and pleasant place to live.

While we have attempted to summarize the rules that apply to most situations, this Handbook does not replace the formal legal documents that govern the Association. As part of the condominium purchase process, Virginia law requires the seller to provide the buyer a resale disclosure packet or "condo docs" containing all governing documents (Declaration, Covenants, Bylaws and Board Regulations) and any new regulations are mailed to all owners as they are enacted. The Bylaws, which are the

most relevant document for ordinary purposes, are at the back of this Handbook.

We trust that every owner is aware of the governing documents of the Association and that non-resident owners convey pertinent rules to their tenants, as owners are held responsible for ensuring that tenants comply. If enforcement action is required, ignorance of the rules is not an acceptable defense.

The Board hopes that the Handbook will answer many of the most common questions owners and residents may have. The Handbook is available to download from www.colonialvillages.org. The Bylaws and other regulations are also posted. Finally, you can always contact the Management Office directly for answers to any questions.

USEFUL NUMBERS:

Emergency, Move-In, Arlington County Service

Emergency Numbers

<u>Police/Fire/Ambulance</u> (Arlington Co.) -	<i>Emergency</i>	911
	<i>Non-emergency</i>	(703) 558-2222
<u>Police - Virginia State:</u>		(800) 553-3144
<u>Colonial Village II</u> - <i>CVII Office/Emergency After-Hours</i>		(703) 525-5557
<u>Laundry (Scheffres Co.)</u> - <i>report maintenance on washers/dryers</i>		(301) 565-4940
<u>Dominion Virginia Power</u> - <i>report power outages</i>		(888) 667-3000
<u>National Response Center</u> - <i>report chemical/oil spill, terrorism</i>		(800) 424-8802
<u>Phone – Verizon</u> - <i>24 hr. service/repair</i>		(703) 954-6222
<u>Poison Control</u>		(800) 222-1222
<u>Washington Gas</u> – <i>to report gas leak/emergency</i>		(703) 750-1000
<u>Water</u> (Arlington Co.) - <i>Emergency After-Hours</i>		(703) 228-6555
<u>Wildlife Rescue League</u> – <i>injured/orphaned wild animals</i>		(703) 440-0800

Move-In Phone Numbers

Note: All Arlington County Offices mentioned below are conveniently located at 2100 Clarendon Blvd in the Courthouse Plaza across from the Courthouse Metro stop. There is also convenient, metered underground parking accessed from 14th St. Many Arlington County services are described on the County's Web site, <http://www.arlingtonva.us>.

Cable Television:

Verizon (FIOS) www.verizon.com 1-800-VERIZON (826-2355)

Xfinity/Comcast of Arlington www.xfinity.com or 703-841-7700/800-266-2278

Satellite dishes are not permitted in Colonial Village. Cable installation must employ existing cable access boxes provided at conversion and Fios lines must be installed in bottom floor units for availability in top floor units. Installation directly through windows or exterior walls is not allowed.

Electricity: Dominion Virginia Power; apply for service by calling 1-888-667-3000 (TTY 800-552-4015).

Parking (Zone 4 Permits for Street Parking & Reserving Spaces for Moving): Arlington County Treasurer's Office, 2100 Clarendon Blvd, Suite 201, Arlington, VA (703) 228-3080 or 703-228-3255; for information <http://www.parkarlington.com>.

Pet Licenses: Dogs must be vaccinated against rabies and licensed with the County; 703-228-3081.

Schools: Visit the Arlington County Schools Web site <http://www.arlington.k12.va.us/> or call (703) 228-7600.

Telephone: Verizon landline residential service, call: 1-800-VERIZON (826-2355) or business service (TTY 800-564-0999). Installation must utilize existing telephone access; installation through windows or exterior walls is not allowed.

Vehicle Registration (State): Must register within 30 days of becoming a Virginia resident. Registration services are offered at the DMV Select office in Courthouse Plaza. Visit: <http://www.dmv.state.va.us/webdoc/citizen/vehicles/vehiclereg.asp> or call 1-866-368-5463 (TTY 800-272-9268).

Vehicle Registration (County): Must register within 30 days of becoming an Arlington County resident. If a new Virginia resident, register with the state first. Register online by visiting www.arlingtonva.us, and click on Vehicle Registration or bring your state registration papers to the Office of the Commissioner of Revenue, 2100 Clarendon Blvd., Suite 218, telephone (703) 228-3135.

Voter Registration: Office of Voter Registration, 2100 Clarendon Blvd., Suite 320. (703) 228-3456.

Other Helpful Numbers & Websites

Animal Welfare League https://www.awla.org	(703) 931-9241
Arlington Alert (emergency alerts) https://www.arlingtonva.us/alerts	(703) 228-3000
Hazmat household waste disposal https://recycling.arlingtonva.us/household-hazmat	(703) 228-6832
Missing/damaged street signs, broken meters, etc. https://transportation.arlingtonva.us/streets/traffic-signs https://topics.arlingtonva.us/reportproblem	(703) 588-2222
Parks and Recreation information https://parks.arlingtonva.us	(703) 228-4747
Pothole reporting https://transportation.arlingtonva.us/streets/street-maintenance	(703) 228-6485

Summary of CVII Rules and Policies

This Handbook is only a partial, plain-language summary of Colonial Village II association covenants. In the event of a conflict, the recorded Declaration, Covenants, Bylaws, regulations and policies, as well as applicable state, federal and local law, will govern. Some of the most significant documents are attached as appendices. In particular, CVII's Bylaws Article XI, "Use Restrictions on Units and Common Elements" can be found in Appendix A.

To request services or submit questions or complaints, contact the condo association management office located at 1903 Key Blvd. (side entrance) during posted hours or call (703) 525-5557.

A. Move-In

- *Move In Times/Restrictions – Moves do not need to be scheduled through the Management Office and there are no move fees; however, in conjunction with Arlington County's Noise Ordinance and working hours, moves must occur Monday – Friday between the hours of 8:30 am – 5:30 pm and on weekends 10:00 am– 5:30pm.*
- *Moving Boxes - Trash associated with moves should be discarded in the trash containers and moving boxes*

must be broken down/flattened and placed behind trash or recycling containers as designated by signage in the trash rooms.

- *Moving Vans* – Street parking reservations for street-side loading/unloading must be made through Arlington County several days in advance of your move. Visit: www.arlingtonva.us/departments/EnvironmentalServices/cpe/custserv/css/EnvironmentalServicesRow.aspx or call (703) 228-3629, Option #0.

- *Parking in CVII* - All parking for CVII is public street parking located on Wilson Blvd, Troy St, Key Blvd and Rhodes St. Parking is monitored by Arlington County DES and restricted to Zone 4 permit parking for residents. Please read parking signs carefully. Parking on N. Troy St. is for Zone 4 parking and restricted for 24 hours, 7 days per week. Other streets have various time constraints; for example, part of Rhodes and part of Key are Zone 4 only between 8 am and 5 pm, Monday through Friday. To park in Zone 4 areas during restricted times, you must obtain an Arlington County Zone 4 permit from the Arlington County Treasurer's office after registering your car with the county. Visitor parking hangtags are available - visit <http://www.parkarlington.com>.

Possession of an Arlington County Zone 4 sticker does not permit you to park in the CVI or CVIII private parking lots.

Two of the other Villages have additional parking within **private lots with signage that states that indicates a parking permit is required and that parking within those** lots are for residents of CVI or CVIII only. The private lots (located off Key Boulevard and Rhodes Street) are monitored regularly by a towing company who checks that all vehicles have the required CV1 or CV3 parking decals displayed in windows as provided by the association. CVII residents can expect to be towed if you park your vehicle in either lot.

- *Bathtub Windows* – There is a minor design flaw in the bathtub windows in CVII units. The windowsill is flat tile with standard tile grout. When residents use the shower, water pools on the windowsill and can eventually penetrate the grout and damage the wall, as well as the exterior wall of the building and the bathroom wall of the unit below. An effective way to prevent this problem is to install a vinyl curtain that overlaps the bottom of windowsill and diverts water away from it. Toweling condensation away is also helpful.

If there is evidence of damage to Common Areas or other units caused by moisture coming from a given unit, the Association will require repair or will require access to the unit to affect such repair, at the expense of the unit owner. Any and all remodeling or replacement projects involving exterior bathroom walls, such as replacing a bathtub or wall tile, *must* be submitted to the Board for prior approval to ensure the waterproofing is adequate to protect other areas of the building.

- *Maintenance of Heating/Air Conditioning Systems* – Unit owners are responsible for maintaining their own heating/air conditioning systems. This includes the condenser located outside the building. It is suggested that unit owners contract with a qualified firm for regular servicing of their systems (at least once a year) and change their air filters at least once every three months. The association’s maintenance engineer does not perform repairs on heating/air conditioning systems.

B. Landlords and Tenants

- *Lease Terms* – Units may not be used for hotel or transient purposes. All lease terms must run at least six months. Any arrangement between an owner and a resident involving money, goods, or services passed in exchange for the right to occupy a unit requires a lease. All leases must be in written form and executed by both parties.

- *Subleases* – If a landlord permits subleases, the sublease must run for an initial term of no less than six months. Subleases are subject to the same CVII rules as leases.

- *Conformance to Rules* – Leases and subleases must specifically require conformance to condominium covenants, Bylaws, regulations, and policies.

- *Submission of Lease to Office* – A copy of the executed lease or sublease must be provided to the management office promptly after execution.

- *Landlord Responsibility for Tenants* – If tenants engage in unacceptable behavior (such as excessive noise, damage to common property or uncontrolled pets), CVII will hold the landlord of the unit responsible and may require remediation of the objectionable behavior or ejection of the tenant.

- *Landlord’s Address* – The association’s records must contain owner’s current, alternate addresses.

C. Storage

- *Storage Bin Lockers* – Each unit has access to one storage bin in designated basement storage areas as assigned by the management office. No items may be stored: (a) on top of bins or in storage area corridors; (b) in other bins without authorization; or (c) after unit turnover by renters or owners. All such items will be discarded without notice. No owner or resident may rent out bins to others. Hazardous materials (such as propane tanks) are not permitted in storage cages. If you are uncertain about which storage bin is assigned to the unit, please call the management office.

- *Halls and Other Common Areas* – No personal items, including shoes, umbrellas, strollers, carts, or equipment may be left in the halls or other common areas and are subject to removal by Management without notice.

- *Bicycle Rooms* – Bicycles may be stored only in bicycle racks located in common area basements or storage bins. Bicycles stored in hallways or in other common areas are subject to removal by Management without notice.

D. Pets

- *Appropriateness*— Dogs should be apartment size with moderate activity needs and kept relatively quiet. No more than one pet per unit is permitted.

Registering – Pets must be registered and inoculated according to state and local law, and must also be registered with the management office.

- *Liability* – Pet owners are deemed to have agreed to hold CVII and all other owners free and harmless from any claim or liability arising from maintaining the pet.

- *Pet Waste* – Dog and cat owners must pick up their pets' waste, bag it, and put it in the designated "doggie bins" in the trash rooms or in doggie waste bins along the ravine pathway. Depositing it temporarily in common areas until it is convenient to take it to the trash room is not permitted. Remember, pet "residue" is toxic to plants. Please be mindful of this as the association spends much of its resources on landscaping.

- *Leash Law* – When on common property, dogs must be leashed or carried at all times and must not be left unaccompanied by an adult. If leashed to poles and benches, owners must be present at all times. A list of county dog parks is located at <http://www.arlingtonva.us/Departments/ParksRecreation/scripts/dogs/ParksRecreationScriptsDogsDeaLocations.aspx>.

- *Flower Beds* – Residents are particularly requested to keep pets out of flower beds. The flower beds are intended for the enjoyment of all residents, and are costly to plant and maintain. Remember, pet "residue" is toxic to plants. Please be mindful of this and keep pets away from plant material.

- *Complaints* – Complaints regarding pets must be made in writing either by letter, fax, or email. Letters can be dropped off at the management office or mail slot. The complaint should be specific as to nature of disturbance or violation, the date(s) and time(s), a description of the pet and its handler, the residence and any other information which will help management write a clear letter of warning. The complaints will, at this level remain anonymous. A mediation process is also available after warnings have been issued. Residents may also call Arlington Animal Control at 703-931-9241. CVII has given Arlington Animal Control permission to come onto the property for the purpose of handling a complaint. Management should be notified when such a call is made.

E. Trash

Household

- *In General* – Household trash may only be deposited in designated trash bins in the trash rooms. Leaving it on the curb is not permitted. Likewise, the practice of temporarily leaving trash bags in hallways or other common areas until it is convenient to take them to the trash room is forbidden. If a resident employs a house-cleaning service, it is the resident's responsibility to ensure that the house-cleaner has access to the trash room.

- *Limiting Odors & Pests* – Please rinse out your recyclables before depositing them in the blue recycling bins. Place regular, household trash in sealed bags so odors do not offend residents who live near trash rooms or create health hazards.

Recycling

- *Boxes* – Because empty boxes take up a lot of space and can quickly fill the trash room, residents are asked to break down (flatten) boxes before putting them in trash rooms. A space to stack broken down boxes is marked with a sign in each room or boxes can be placed neatly behind containers.

- *Recyclable Materials & Bins* – Recycling is an important part of CVII's trash room management and residents are strongly encouraged to participate. Arlington County monitors the recycling program annually and makes on site inspections. Recycling actually helps us have a lower monthly trash bill. As such, please review the recycling guidelines in Appendix B and signage in trash rooms. Please place recyclables in the designated blue recycle bins. DO NOT MIX REGULAR TRASH with recyclables as this renders the recycling stream useless. If you choose not to recycle, please do not compromise the efforts of others and use only "regular trash" bins. Acceptable items can be found <https://recycling.arlingtonva.us/apartments-condos/>.

Bulk

- *Furniture, Mattresses, Electronics, Junk* – The association provides a once per month bulk pickup date to discard bulk items. Anytime outside of that date, residents must make their own arrangements to have bulk trash hauled away. Residents who randomly discard unwanted household items in common areas outside of the designated date established by Management ultimately impose extra costs on other residents and will be charged for removal. Contact any commercial junk removal company or the condo association's hauler, Thompson Hauling (703-299-8880).

If you are paying a contractor to remodel, disposal costs are usually included in the bid. If you are replacing appliances or mattresses, the store/vendor will typically dispose of the discarded items for a fee.

- *Hazardous Materials* – Hazardous materials include, among other things, items such as paint, paint

thinner, varnish, car batteries, oil, antifreeze, televisions and computers. Arlington County (703-228-6832) accepts hazardous materials at 3155 Fern Street (at the intersection with South Glebe Road) on Saturday from 9 am to 3 pm, and during the week by appointment.

- *Construction Debris* – If you are remodeling and replacing cabinetry, countertops, sinks, tubs, stoves, refrigerators, tile, drywall and carpeting, these items are not acceptable items to be hauled by the association's bulk trash contract and must be hauled away by the contractor that is performing remodeling work in your unit.
- *Cigarettes* – Please do not discard cigarette butts or other litter on CVII lawns and common areas.

F. Laundry Room

Use of Machines – Please follow instructions for the use of washers and dryers, such as not overloading them or washing inappropriate items. Residents are required to promptly remove clothing from machines once the washing or drying cycle is complete. If clothing is left in the machine after the cycle is complete, other residents may remove the clothing and deposit it on top of the machine or a nearby table so the machine may be freed for use. Be sure to clear the lint trap after use of dryer.

Malfunctioning Machines – Please report malfunctioning machines promptly to the laundry room service contractor citing the building address and the machine identification number on the front of the machine. Reporting the problem directly speeds up response time on repairs, particularly if the malfunction occurs on the weekend:

service@scheffreslaundry.com

301-565-4940

As a courtesy to others, residents are encouraged to put a note on malfunctioning machines. Service requests can also be reported to Management office.

G. Barbecuing

- *Barbecuing Safety* – If barbecuing on the lawn, please put a dish or tin foil under the barbecue grill to protect the grass from the heat. Do *not* dump the coals on the grass or under a tree; this kills plants. Do *not* put warm or hot coals in the trashcans. Be sure they are “dead out” before putting them in the trashcans. As such, grills are permitted to remain outdoors overnight, yet they **MUST** be removed by 8:00 am the following morning. Management will remove and discard any grills left out after this time. No barbecuing is permitted within 15 feet of any building and grills with live coals may not be left unattended.

- *Liability* -- Any damage resulting from barbecuing or disposal of coals will be the responsibility of the individuals involved.

H. Car Washing and Maintenance

- *Prohibited* – The washing of cars in driveways or parking areas or on any part of the property is prohibited. CVII hoses may not be used for washing cars on public streets. Car maintenance, particularly oil or other fluid changes, is also prohibited.

I. Gardening

- *Private gardening* – In general, private gardening is prohibited. Requests for landscape improvements may be directed to the Board through Management.

J. Insect Extermination

- *Extermination Service* – Residents may request extermination services (cost included in condo fees) by contacting the management office. Service is provided twice per month according to a set date and timeframe. If the resident does not plan to be present, keys may be left at the office to allow the exterminator access. If there are pets in the home, please inform when scheduling the appointment. Residents seeking immediate extermination service may contact any licensed exterminator and arrange for such service at their own expense. Wildlife such as squirrels, raccoons, and birds in attics and chase ways are handled on a case by case basis as needed.

K. Package Pickup

- *Packages* – As a convenience for residents, the management office will accept packages from UPS, FedEx and other delivery services (except the U.S. Post Office). Residents may pick up packages during regular office hours. The office will not notify residents of a delivery of a parcel, will not accept calls regarding packages, and bears no responsibility whatever for safekeeping or return of packages. Identification is required to obtain packages. See Appendix C for more on picking up packages.

L. Lockouts, Key Fobs

- *Lockouts* – The CVII maintenance engineering staff cannot assist with unit lockouts and the management office does not provide lockout services. A resident who is locked out of his or her unit should contact a competent locksmith. If during office hours, residents are welcomed to utilize the office phone. Unfortunately, if after hours and residents place a call for assistance to the office emergency number, the operators will advise residents to contact a locksmith.

Afterhours calls for building entrance door lockouts will be handled by the on call maintenance engineering staff.

- *Key Fobs* – Building entrances are secured by key fob locks for entry. Provision of keys to tenants is the responsibility of the unit owner.

See Key Fob Policy in Appendix D.

M. Maintenance Repairs and Renovations

- *Plumbing* – If residents observe any leaks or drainage problems that appear to involve common element piping – in particular, any drainage problem involving more than one drain outside the individual unit – they should contact the Management Office during office hours or the emergency number (703-525-5557) afterhours, rather than private plumbers. If a resident contracts with a private plumber for common element repairs, the resident will not be reimbursed for the cost. Further, residents are requested to notify Management of any unusual temperature variations within their units.

- *In-Unit Services* – Contact the office for details.

- *Shutoff Requests (Water)* – Any non-emergency shutoffs for in-unit repairs or renovations must be arranged with the office a minimum of *five business days* prior to commencement of work. The management office notifies affected residents at least three days in advance. Any emergencies may require water shut-off without notice.

- *Renovations* – Significant renovations (for example, window replacements, renovating a kitchen or bathroom, replacing a bathtub, or moving electrical lines) must be approved in advance by the Board. *Owners who fail to get advanced approval are considered in violation of the Bylaws and may be required to remove the improvements.* There are no external vents for either bathrooms or kitchens. Piercing exterior walls to install such vents is prohibited.

See Appendix G on Window Replacement and Appendix H on Unit Remodeling.

- *Mold* – Mold spores are ubiquitous. If you simply walk into your house or bring in items from the general environment, additional spores are introduced. The primary remedy for maintaining a healthy living environment is control of the amount of humidity, and preventing dampness as well as leaks. Some of the fixes are simple. Change the furnace filters to encourage good air flow. Cracking a window in the bathroom, periodically running the air conditioner or using a portable dehumidifier are useful strategies that can be employed to reduce humidity.

Because the units were originally constructed without external air vents, owners are deemed to have accepted this condition when they purchased their units. In addition, replacement of old windows with more tightly constructed modern windows may reduce the external ventilation for units with a consequent rise in ambient humidity and an increased risk of developing mold. By installing new windows, owners are deemed to have accepted this risk. Again, cracking a window while at home,

running a dehumidifier, and/or air conditioner all may help.

Mold and Mildew Remediation Process: When a mold problem is severe, conditions require more aggressive diagnosis and remediation. Some problems are caused by bathroom or kitchen leaks. These are the responsibility of the unit owner. Some problems are the result of water or steam intrusion from the common elements. The services of specialists may be needed to ascertain the source of the moisture, the type of mold and to effect remediation. Because diagnosis and remediation are uncharted waters for most owners, CVII has developed a complete process based on the association's Bylaws, the advice of specialists and our experience. The elements include:

- An agreement contract between owner and management stipulating the rules for assigning financial responsibility.
- A packet of information describing the issues in some detail.
- A list of companies familiar with the Villages to consult for diagnosis so that owners have an easily accessible choice of contractors..

The intent of the process is to enable management and owner to pinpoint the source, assess the risk, assign financial responsibility and remediate in a fair and timely way. The lists of contractors are not intended to be limiting or exclusionary. The process and agreement contract can be found in Appendix G.

- *Management Access to Units* – The management office has the right to access units for inspections, repairs to common elements and other purposes. Access will be arranged in advance at a convenient time for residents except in an emergency. Failure to grant access within a reasonable period of time may lead to legal action to enforce this right.
- *Units in Good Repair* – Under the Bylaws, unit owners are required to keep their units in good repair. In particular, any condition in a unit that threatens or causes damage to common areas or other units must be promptly repaired. Management has the right to inspect repairs to ensure that they are adequate to eliminate the problem.
- *Running Toilets and Water Taps* – Water bills are a shared expense, so toilets or water taps that run continuously constitute a drain on the common budget. Owners are required to keep their unit plumbing in good repair.
- *Broken Windows* – Unit owners must promptly repair broken windows in their units.

N. Appliances and Carpeting

- *Appliances* – CVII Bylaws give the Board complete authority to approve or disapprove installation of any appliances. Installation of prohibited or unsuitable equipment will result in a warning and an order to remove or replace the equipment at the owner’s expenses. Any damage caused to the common areas or other units by such appliances will be charged to the owner. However, under current Board policy, existing kitchen appliances (specifically, range, microwave, dishwasher, garbage disposal and refrigerator) may be replaced with *like-kind* equipment without consultation with the Board. Addition of other appliances requires prior Board approval.

All appliance installations must meet Arlington codes. Installation of over-the-range microwaves typically requires the addition of a separate electrical line. Unit owners should also be aware that there are no external vents in CVII units.

- *Clothes Washers and Dryers* – In-unit clothes washers and dryers, including high-efficiency units, are not permitted due to the limitations of building plumbing and electrical systems. Because owners repeatedly raised the issue, CVII’s Board hired an engineer to explore the feasibility. The engineer’s report verified the need to deny permission for installation of clothes washers and dryers. The report is on file in the management office.

- *Window Fans and Air Conditioners* – No vents, ducts, fans or air conditioners may be installed in windows.

- *Carpeting* – At least 80 percent of the floor space (excluding kitchens, closets and bathrooms) in each unit above another unit must be covered by carpet and padding to reduce the transmission of intrusive noise to the unit below.

O. Noise

- *Excessive Noise* – Excessive noise from TVs, music, video gaming systems, musical instruments or barking pets heard outside of your unit or after quiet hours, is not permitted and may render the offender in violation of the Bylaws which may lead to penalties and/or assessments. Please be considerate of your neighbors.

P. Soliciting

- *Soliciting* – Commercial solicitation is strictly forbidden. Posting of commercial notices in the hallways or distribution of flyers is forbidden. Parties violating this prohibition may be prosecuted for trespassing.

Q. Enforcement

- *Personal Safety* – Problems relating to personal safety should be reported immediately to the police or fire department, as appropriate. Residents are asked to inform the management office of criminal activity or other emergencies after informing the appropriate authorities.

- *Complaint Process* – Residents are encouraged to work with the management office to resolve problems. If the concern relates to another resident's behavior and cannot be resolved by the office, formal complaints may be addressed to the Board. The Board may also initiate a complaint. The CVII Board has written a detailed mediation plan (Appendix H and on www.colonialvillages.org) that outlines the Due Process complaint process and possible actions. After a hearing (or if the hearing is waived by the party against whom the complaint is filed), the Board may choose to impose an assessments or penalties against the offending party and/or pursue other legal action as Virginia law authorizes maximum assessments as high as \$900, along with injunctive relief.

- *Failure to Pay* – Failure to pay CVII assessments and any violation charges, late fees or other costs or fees that have been legally assessed against a unit owner's account, shall result in the initiation of collection action as set forth in the CVII covenants and Bylaws.

- *Other Measures* – The Board may take such other action authorized by law to enforce the covenants, Bylaws, regulations and Board policies.

R. Communication and Notices

- *Distribution of Notices* – The Bylaws specifically state that distribution of notices by hand to unit doorways or by first-class mail to the owner's address constitutes sufficient notice of any pending action. Final regulations and the notice of the annual election are always mailed to owner's addresses. However, to save

postage or directly reach those actually impacted, other notices, such as notice of building utility shut-offs and monthly association meetings, are distributed directly to unit doorways, posted on hallway bulletin boards and emailed to those who have provided email addresses to Management.

- *Web site* – Many Association documents, including minutes, the Bylaws and this handbook, are posted on the Web site www.colonialvillages.org.
- *Bulletin Boards* – The bulletin boards in the hallways and laundry rooms are for the official business of the condominium. Commercial solicitations (take-out menus, cleaning services, moving services, etc.) or personal postings by residents are strictly forbidden.

S. Governance

- *CVII Board of Directors* – The Association is governed by a five-member Board of Directors elected to serve staggered three-year terms.
- *Monthly Meetings* – The Board of Directors generally meets monthly at the meeting room at 1701 N. Troy St. Meetings are open to any resident. Meetings are typically held the third Tuesday of the month at 7 pm, but may be rescheduled at Board discretion. Contacting management or the Board between meetings can be done using via the association’s website or by emailing Management. Residents may also present concerns during a “residents’ forum” at the start of the meeting; however, residents desiring to make an extended presentation are urged to contact the office beforehand so the Board can set aside time for the presentation.

T. Management and Maintenance

- *Legum and Norman, an Associa Company* – As managing agent, Legum & Norman, handles the management of the Colonial Village II Condo Association under the direction of the CVII Board of Directors. The Management Office is located at 1903 Key Blvd. (side entrance). The office door has a drop-box for written communications after hours. See the front cover for contact information.

U. Extended Absences of Residents

- *Preparing for Extended Resident Absences* – Residents who expect to be gone for extended periods of time are encouraged to have a trusted friend or relative periodically check their units and automobiles, as well as the bulletin boards in the hallways. Among the unexpected events that may occur during extended absences are damage due to plumbing leaks or utility shut-offs for repairs. Also, if public parking spaces are reserved by the county to accommodate moving vans, any cars in those spaces will be towed. Commonly, the county provides only 48 hours of notice.

V. CVII Liability and Insurance

- *No Bailee Liability* – CVII bears no liability for the security or safety of items in storage bins, bicycle rooms or other common elements of the condominium. Homeowner and renter insurance policies typically cover loss or damage of such items, and residents are required encouraged to obtain such insurance.

- *Unit Damage* – CVII has a master insurance policy that provides property casualty coverage for the condominium project. However, the Association’s policy does not cover unit components, personal property (*e.g.* furniture, clothing, rugs, wall hangings, window treatments, *etc.*), or betterments and improvements that unit owners may have made to their units (*e.g.*, upgraded cabinetry, hardwood flooring, *etc.*). Inexpensive homeowner (HO-6) and renter insurance (HO-4) policies typically cover loss or damage to such property, and unit owners and renters are required to obtain such insurance.

The Association bears no liability for temporary lodging if damage to a unit through common element failure results in temporary displacement of residents. All such losses and expenses must be borne by the occupants and/or owner. Most insurance carriers offering the aforementioned condominium unit or renters insurance also offer riders to such policies which will provide coverage for temporary lodging expenses in the event that a property casualty makes the unit temporarily uninhabitable.

- *Duty to Notify* – If a unit owner discovers a water leak or other common-system failure that threatens his or her unit, the unit owner should promptly call the Legum & Norman office to allow the Association to take steps to mitigate the damage. Failure to notify Legum & Norman within a reasonable time after discovery of such problem relieves the Association of any legal liability for consequential damages (such as growth of mold) that might have been avoided with prompt notice.

Appendix A

COLONIAL VILLAGE II BYLAWS (Excerpt)

ARTICLE XI

USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS

Section 1. Use Restrictions. Each Unit and the Common Elements shall be occupied and used as follows:

(a) Except for area of the Condominium designated for recreational use and except as provided in the Declaration, no Unit shall be used for other than housing and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, temporary non-residential uses from time to time in any Unit. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing, administrative office, display or other related purposes or from using any appropriate portion of the Common Elements for settlement of sales of Condominium Units.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(d) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage by the Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

(e) The sidewalks, entrances, passages, vestibules, stairways corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches,

tables or any other object of similar type and nature be stored therein. No person or persons shall play or loiter in halls, stairways.

(f) No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and Rules and Regulations, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph, except for the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant or Common Element of the Condominium for promotional, marketing, administrative office, display or other related purposes or from using any Unit or portion of the Common Elements for the settlement of sales of Condominium units.

(g) Trailers, campers, recreational vehicles or boats may be parked on the Property only in parking areas designated exclusively for such purposes by the Board of Directors. The Board of Directors may determine not to permit parking of such vehicles on the Property. No vehicles shall remain on the Condominium premises unless it has current state license plates, county tags and a current inspection sticker. Repairing or washing of vehicles of any kind shall not be permitted upon the Condominium property.

(h) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats, or caged birds) not to exceed one per unit without the written approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days' written notice from the Board of Directors deed of trust or other proceeding in lieu of foreclosure.

(j) Sufficient carpeting and padding shall be maintained on at least eighty percent (80%) of the floor surfaces (excluding kitchens, closets and bathrooms) in Units located over other Units to adequately reduce transmission of sound between Units. (Except as may be installed by Declarant during its initial renovation of units, washers, dryers, dishwashers, trash compactors, and other major appliances may not be installed in a Unit without prior written approval of the Board of Directors.)

(k) The Common Elements which may comprise the recreational facilities of the Condominium may be used for general recreational purposes by Unit Owners, their families, tenants and guests. The Board of Directors may, from time to time, promulgate reasonable rules and regulations regarding the use of any

such recreational facilities and all parties using same shall abide by such rules and regulations.

(l) No Unit owner shall allow anything whatsoever to fall from the windows of the premises, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit.

(m) Refuse and bagged garbage shall be deposited in the area provided therefore.

(n) No clothes line or similar device shall be permitted on any portion of the Condominium Property, including Limited Common Areas, nor shall clothes be hung anywhere except in such areas as are designated by the Board of Directors of the Association. The Board of Directors may choose not to designate such areas.

(o) Except for the Declarant, no Unit Owner is or shall be permitted to install any type of fireplace within his Unit, without the prior written consent of the Board of Directors.

(p) The Board of Directors of the Association may retain a pass-key or install a new lock, without the written consent of the Board of Directors of the Association. Where such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access.

. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps or maintaining any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintain such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

(i) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any

(q) No Unit Owner shall make or permit any disturbing noises by himself, his family, his servants, employees, agents, visitors and licensees, nor do or permit anything by such-persons that will interfere with the rights, comforts or convenience of other Unit Owners.

(r) No radio or television installation, or other wiring, shall be made without the written consent of the Board of Directors. Any antenna or aerial erected or installed on the exterior walls of a Unit or on the Limited Common Elements or Common Elements of the Condominium, which includes the roof without the consent of the Board of Directors, in writing, is liable to removal and disposal thereof without notice and at the cost of the Unit Owner for whose benefit the installation was made.

(s) Waterbeds shall not be permitted in any Unit without written consent of the Board of Directors.

Section 2. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in

compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Section 3. Right of Access. By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act and as further set forth in the Declaration to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in his Unit and threatening another Unit or the Common Elements, performing installations, alterations, or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any mortgage; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 4. Utility Charges. The cost of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses.

Section 5. Parking Spaces. Except as otherwise provided in the Declaration all parking spaces designated as such on the Plats and Plans shall to the extent permitted by applicable local ordinance be used by the Unit Owners for self-service parking purposes on a "first come, first served" basis

Section 6. Storage Areas: Disclaimer of Bailee Liability. Any storage cubicles or areas in the Condominium are Common Elements and may be assigned to Units by appropriate resolution of the Board of Directors.

The Board of Directors, the Unit Owners Association, any Unit Owner and the Declarant shall not be considered a Bailee, however, of any personal property stored on the Common Elements (including property located in storage cubicles or areas and vehicles parked in the parking areas of the Condominium), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

Appendix B

Recycling Information

Information regarding recycling may be found on the CVII website, trash rooms and Arlington County's website: <http://www.arlingtonva.us/recycle>. Blue containers located in trash rooms are appropriately labeled to distinguish disposing regular and recycling materials. **Remember to always empty and rinse all containers!**

What's Accepted for Recycling:

- Aluminum and metal cans
- Cardboard (no size restrictions) & Pizza boxes without oils and food particles
- Glass (bottles and jars)
- Mixed paper (cardboard, magazines, newspapers, office paper, etc.)
- Plastics (bottles, jugs, jars and nonjars) numbered 1-7

What's Not Accepted for Recycling:

- Deli/salad containers
- Food cups, paper plates
- Styrofoam particles and packing materials
- Car fluids, oil & latex paint
- Batteries, fluorescent light bulbs (Flammables, corrosives or mercury)

Recycling Drop-Off Centers

Arlington County operates two recycling Drop-off Centers that are available to residents 24/7:

- North Arlington at Quincy Park (N. Quincy Street and Washington Boulevard)
- South Arlington (corner of Columbia Pike and S. Four Mile Run)

Appendix C

Rules And Regulations Regarding Parcel Retrieval At The Site Office

WHEREAS, Article 111,C Section 2. (f) Powers and Duties. of the Bylaws grant the Board of Directors the power to make and amend rules and regulations governing the Condominium; and

WHEREAS, Article III, Section 2. of the Bylaws further provides that the Board of Directors shall have all the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by the Bylaws required to be exercised by the Association, including adoption of rules and regulations deemed necessary for the benefit of the Condominium; and

WHEREAS, the Board have identified the necessity to extend to Colonial Village Unit Owners and Residents a package retrieval courtesy due to policy changes recently enacted by UPS; and,

WHEREAS, the Board intend to establish specific and consistent Rules and Regulations regarding package retrieval by Unit Owners and Residents and to establish the guidelines for orderly, proper, accurate and methodical distribution of personal property packages left at the Site Office for retrieval by Unit Owners and Residents that will occur on and after February 1, 2001;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors establish the following Rules and Regulations for package retrieval by Unit Owners and Residents of Colonial Village that take place on and after February 1, 2001 to apply equally and alike to all:

1. The Site Office is located on the eastern side of 1903 N. Key Boulevard and is open Monday, Wednesday, Thursday between the hours of 8:30 am and 5:30 pm, Tuesday 8:30 am – 7:00 pm and Friday 8:30 am – 1:00 pm, except for holidays: News Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thurs. & Fri.) and Christmas Day. Packages can be retrieved during all hours that the Site Office is open.
2. Management will designate a room in the Site Office in which parcel delivery companies' (PDC's) employees can place packages for retrieval by Colonial Village Unit Owners and Residents. PDC employees will be responsible to place packages in an orderly fashion in order that they can be retrieved methodically by recipients.
3. Unit Owners and Residents will be notified by PDC's by way of a notice posted on individual unit entrance doors that a package has been left at the Site Office. PDC's will deliver said package to the Site Office and an employee of the management staff will accept and sign for packages left by PDC's.
4. When notified by PDC's that a package has been left at the Site Office, the package recipient should as quickly as practicable retrieve the package from the Site Office. PDC's will take back all packages that remain in the Site Office unclaimed for two (2) weeks.
5. In order to gain access to the room in which PDC's have left packages, Unit Owners and Residents will be required to show a picture identification, surrender to management staff the PDC notice and sign for the package(s).
6. The package recipient will be responsible to identify, retrieving and transporting their package(s) without the assistance of management staff.
7. Management staff will not be required to answer telephone inquiries from package recipients regarding sizes, shapes, weights, package shippers, selling vendors, addressees, or other information regarding packages that have been left at the Site Office by PDC's.
8. Management staff will not be required to interact with PDC's on the package recipient's behalf regarding

return shipping instructions should the package recipient not wish to claim a package left by a PDC.

9. Colonial Village and Legum & Norman and its employees assigned to the Colonial Village Site Office are expressly held harmless and accept no responsibility for any real or alleged damages that are found to exist by package recipients. All damage claims shall be reported directly to PDC's.

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village held on January 9, 2001.

Appendix D
Rules And Regulations Regarding
Exterior Door Locks & Key-Fob Policy & Procedures

1. Key-Fob Applications:

he association's records must contain a Key-Fob Application on file with current owner and (if applicable) tenant information to include name, contact information and the assigned fob number(s). Key-fobs transfer to new owners at settlement and new unit owners must complete a Key-Fob Application and/or register all key-Fobs received within 30 days of settlement. If additional key fobs are needed, a charge will apply.

2. Permitted Number of No-Charge Key-Fobs:

Each one-bedroom unit can receive up to three key-fobs at no charge. Each two-bedroom unit can receive up to five key-fobs at no charge. The cost for each replacement or additional key-fobs beyond this allotment is \$35 per fob.

3. Issuing Key-Fobs:

A. To Owners - Each unit owner must show a photo ID and sign for receipt of his or her key-fob. Key-fobs will be mailed to owners if requested and the postage charge will be assessed against the unit.

B. To Tenants - Because keys are the property of the unit owner, you must provide a written request from the owner to order additional key-fobs. Upon confirmation of a tenant's valid lease on file and a completed Key-Fob Application matches the name on the lease, each tenant must show a photo ID and sign for receipt of his or her key-fob. A tenant may not pick up key-fobs for others, including a spouse or roommate(s), without making prior arrangements with Management and providing proper authorization to do so.

4. Lock Access:

Key-fobs provide access to the building in which the condominium unit is located along with access to the trash, laundry, bike and storage facilities associated with that condominium unit.

All emergency personnel will be provided instructions for access, per Colonial Village II's general emergency policy.

5. Lock Activation Times:

The building entrance doors will be locked from 10:00 pm to 7:00 am every day. Newspaper delivery providers will be issued a fob upon request and verification of their employment. The doors to the trash, laundry, bike and storage facilities remain locked at all times.

6. Lost and Replacement Key-Fobs:

Each key-fob has a unique serial number imprinted on it. Management can use these numbers to determine which key-fob is lost or broken. **If a unit owner has more than one fob and is unable to determine which of their key-fobs is lost because the serial number is no longer visible on the remaining key-fob(s), please bring the existing key-fob to the Management office to determine which one should be deactivated.**

Tenants requiring a replacement key-fob must submit an authorization request **signed by the owner and a check made payable to Colonial Village II for \$35.00** if the maximum number key-fobs (issued at no charge for the unit) have been exceeded.

During exceptional circumstances, when a resident becomes locked out and retrieves a temporary key fob from the Management Office or from a lockbox, the temporary fob must be returned to the Management office or the key fob lockbox location within 24 hours. The unit owner may be assessed a fee of \$50.00 for any temporary key fobs that are not returned within 24 hours or the timeframe specified by Management.

7. Programming Key-Fobs:

Each new key-fob, whether spare or replacement, must be programmed. The programming requires that each separate door lock be updated to allow access for the key-fob being programmed. Please allow one week for processing such requests. Because of the type of equipment used during programming, residents will be notified if Management requires additional time to process a key-fob request due to circumstances beyond its control (e.g., weather conditions, holidays).

8. Lockouts:

Residents who are locked out of their building must call the Management Office at (703) 525-5557 to receive instructions for gaining access. The number will roll over to the emergency after-hours answering service, which will contact the designated on-call engineer. In addition to the resident's name and address, the engineer will verify that the caller is a resident by asking a unique security question.

9. Amendment of this Policy:

This policy, establishing new regulations, became effective June 1, 2011, and may be amended as necessary.

Appendix E
Rules And Regulations Regarding
Bike Registration & Use of Bike Racks

All bicycles stored within the racks located in the bike and storage rooms, must be registered with Arlington County's Bicycle Registration Program. Any bikes that do not display the proper decal are subject to be removed and donated to charity.

To register your bike online with Arlington Co., visit:

http://www.arlingtonva.us/departments/police/citizens/forms/bicycle_registration.asp.

Be prepared to submit the serial number for registration. After registering, you will receive a decal from Arlington County and instructions on where to affix the decal to your bicycle. If you need to follow up regarding your registration or do not receive your decal, please contact Lieutenant Heather Hurlock at 703-228-4057 or hhurlock@arlingtonva.us.

For your bike's safety, the police department recommends that you secure your bicycle with a U-Lock. Bikes must not left in any common areas (aisles of the storage rooms, in front of storage bins, hallways, etc.). Bikes must also be secured within racks so that they do not block or prevent another owner from accessing their bike.

MANAGEMENT CONDUCTS REGULAR BIKE INSPECTIONS AND TAGS BIKES THAT ARE NOT IN COMPLIANCE BEFORE REMOVAL.

Appendix F

REGULATORY RESOLUTION 2012-1

WINDOW TREATMENTS

WHEREAS, Article III, Section 2. of the By-laws provides that the Board of Directors shall have all the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by the By-laws required to be exercised by the Association, including adoption of rules and regulations deemed necessary for the benefit of the Condominium; and

WHEREAS, Article III, Section 2. (f) Powers and Duties of the By-laws grants the Board of Directors the power to make and amend rules and regulations governing the Condominium; and

WHEREAS, the Board intends to establish regulations to preserve and promote a conforming and harmonious external appearance of the Condominium to maintain, enhance, and protect property values and assets of the community;

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations related to window treatments are adopted by the Board of Directors:

1. Unit windows must be furnished with blinds, curtains, or interior shutters, referred to as window treatments. Curtains that are not white or beige must have a liner that faces the unit window which is white or beige only. Blinds and shutters must be of a light stained wood.
2. All window treatments must be maintained and kept in good repair.
3. The window treatments described above are the only treatments that may be hung or placed in windows to block sunlight or vision through windows. Windows may not be obscured by any other objects or devices, including, but not limited to, furniture, paint, paper, foil, cardboard, books, or sheets. Placement of small ornamental objects or small plants on the interior windowsills is permissible, provided they do not obscure more than 10% of the window area.

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village (Village II), A Condominium, held on May 16, 2012.

Policy and Guidelines for Window Replacement

within Historic and Non-Historic District

Policy Resolution No. 2010-2

WHEREAS, Article III, Section 2(f) (Board of Directors - Powers and Duties) of the Bylaws grants the Board of Directors the power to make and amend rules and regulations governing the Condominium;

WHEREAS, Article III, Section 2 of the Bylaws further provides that the Board of Directors shall have all the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are by the Virginia Condominium Act, the Declaration or by the Bylaws required to be exercised by the Association, including adoption of rules and regulations deemed necessary for the benefit of the Condominium;

WHEREAS, §55-79.68(a) of the Virginia Condominium Act states: “Except to the extent prohibited by the condominium instruments, and subject to any restrictions or limitations specified therein, any unit owner may make any improvements or alterations within his unit that do not impair the integrity of any structure or otherwise lessen the support of any portion of the condominium. But no unit owner shall do anything which would change the exterior appearance of his unit or any other portion of the condominium except to such extent and subject to such conditions as the condominium instruments may specify.”

WHEREAS, Article VI, Section 7 of the Bylaws states: “No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any building, without the prior written consent of the Board of Directors.”

WHEREAS, the responsibilities of the Association include ensuring the integrity of the Association structures and compliance with the Association’s Bylaws and Rules/Regulations;

Historic District Regulations

IT IS HEREBY RESOLVED THAT the Board of Directors incorporates the existing Policy and Guidelines for Window Replacement into a Policy Resolution for windows **that are located within the Historic District**

of Colonial Village II:

1. All replacement windows installed by owners in Colonial Village II on or after July 17, 2002, must meet the specifications indicated for units located within the historic district.
2. Unit owners must obtain prior written approval for replacement windows from the Board of Directors first, then from the Arlington County Historical Affairs and Landmark Review Board (HALRB). Owners must submit a detailed description and plan for the replacement windows. Additionally, owners must submit a written statement or proposal describing window dimensions or specifications from the proposed vendor stating that the proposed replacement windows will conform to the Colonial Village II Guidelines for Replacement Windows located with the historic district, and that no deviations of any kind are permitted without advance written approval of the Board of Directors, or Management Agent acting on behalf of the Board of Directors.
3. The Board of Directors or Management Agent acting on behalf of the Board of Directors has authority to review, approve and disapprove any and all new or replacement windows proposed to be installed in units.
4. Once a letter of approval from the Board of Directors is received, it must be submitted along with an application to HALRB for approval. Contact the Arlington County Historic Preservation Program or obtain their forms from: <http://www.arlingtonva.us/departments/CPHD/ons/hp/file67596.pdf>.
5. Examination and acceptance by the Association does not waive future unit owner liability for hidden defects or for violations of building codes or Association Bylaws/Regulations where such violations were not evident from a visual inspection.
6. If a window is found to be noncompliant, the Association will detail the defects in writing. The unit owner has ten (10) working days from the date of notice to remedy the defect.
7. Existing windows (as of or prior to July 17, 2002) that were approved by the Board are “grandfathered” in, that is, permitted to remain, except that any future repair or replacement must bring into compliance any windows that are not in compliance with these guidelines.
8. In cases where existing windows were installed without advance Board approval, the past and current Board forbearance to require replacement or alteration of windows that were not in compliance with then-prevailing specifications do not represent waiver of the right in the future to require replacement or alteration at the owner’s expense.
9. This Regulation which establishes new rights and responsibilities shall go into effect on October 15, 2010.

This Policy Resolution was duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village II, A Condominium, held on October 12, 2010.

THE UNIT OWNERS ASSOCIATION OF
COLONIAL VILLAGE II, A CONDOMINIUM

Criteria for Window Replacements
For Units Located within the Historic District

1. Replacement windows must be made of wood with its exterior side clad in metal or vinyl. The replacement window cannot be made entirely of metal, vinyl or any other synthetic material.
2. The replacement technique must be "complete frame." "Replacement frames" and "sash packs" are not permitted.
3. The exterior color of the replacement window must be white.
4. The replacement window must be of the same dimensions as windows installed when Colonial Village II was converted to a condominium community. Dimensions must be proportionate to those of the other windows, and the cross sections of frames must be consistent.
5. The replacement window must be a double-hung sash window.
6. Cladding or capping must be done with a pre-finished aluminum coil, and must match the dimensions and design of the capping installed when Colonial Village II was converted to a condominium community.
7. The replacement window must have either true divided lights or simulated divided lights (SDL), and the division of the lights (glass panes) and number of lights must be identical to the windows installed when Colonial Village II was converted to a condominium community.
8. The replacement window must have narrow grilles (muntin bars or external grids) with no less than 3/4" and no more than 7/8" wide, and a minimum of 3/8" deep.
9. The lintel may not be enclosed by the frame or trim work. No caulk or other sealant may be inserted in the gap between the brick and the lintel.
10. Frosted or translucent glass proposed for bathroom windows must be specified and included in the sketches submitted for approval.
11. The lintel may not be enclosed by the frame or trim work. No caulk or other sealant may be inserted in the gap between the brick and the lintel.

12. Installations of half screens must cover the bottom sash opening only, and no screens should cover the top sash.

COLONIAL VILLAGE II, A CONDOMINIUM

Buildings Located Within the Historical District

North Rhodes Street

1728	1724
1732	1748
1736	1752
1740	1756
1742	1758
1744	1760
1746	1762

Wilson Boulevard

1847
1853
1859

Non-Historic District Regulations:

IT IS HEREBY RESOLVED THAT the Board of Directors establishes the following Rules and Regulations for unit owner replacement of windows **that are not located within the Historic District of Colonial Village II:**

1. All replacement windows installed by owners in Colonial Village II on or after the approval date of this resolution must meet the specifications as indicated for units that are not located within the historic district.
2. Unit owners must obtain prior written approval for window replacements from the Board of Directors. Owners must submit a detailed description and plan for the replacement windows. Additionally, owners must submit a written statement or proposal describing window dimensions or specifications from the proposed vendor stating that the proposed replacement windows will conform to the Colonial Village II Guidelines for Replacement Windows not located within the historic district, and that no deviations of any kind are permitted without advance written approval of the Board of Directors, or Management Agent acting on behalf of the Board of Directors.
3. The Board of Directors or Management Agent acting on behalf of the Board of Directors has authority to review, approve and disapprove any and all new or replacement windows proposed to be installed in units.
4. Examination and acceptance by the Association does not waive future unit owner liability for hidden defects or for violations of building codes or Association Bylaws/Regulations where such violations were not evident from a visual inspection.
5. If a window is found to be noncompliant, the Association will detail the defects in writing. The unit owner has ten (10) working days from the date of the notice to remedy the defect.
6. Existing windows (prior to the approval date of this resolution) that were approved by the Board are "grandfathered" in, that is, permitted to remain, except that any future repair or replacement must bring into compliance any windows that are not in compliance with these guidelines.
7. In cases where existing windows were installed without advance Board approval, the past and current Board forbearance to require replacement or alteration of windows that were not in compliance with then-prevailing specifications do not represent waiver of the right in the future to require replacement or alteration at the owner's expense.

8. This Regulation which establishes new rights and responsibilities shall go into effect on October 15, 2010.

This Policy Resolution was duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village II, A Condominium, held on October 12, 2010.

Criteria for Window Replacements For Units Located within Non-Historic District

1. Replacement windows may be wood, vinyl, aluminum, fiberglass or wood/polymer composite (e.g, Fibrex©).
2. The replacement technique does not require the complete removal of existing window framing. However, if deteriorated, wood framing is exposed, it shall be removed and replaced. Sash packs are not permitted.
3. The exterior color of the replacement window must be white in color and match the color of the existing trim of the building.
4. The replacement window must be of the same dimensions as windows installed when Colonial Village II was converted to a condominium community, with an allowable degree of variation. Dimensions must be proportionate to those of the other windows, and the cross sections of frames must be consistent.
5. The replacement window must be a double hung sash window.
6. Cladding or capping is to be a pre-finished aluminum coil, vinyl, fiberglass or wood/polymer composite and must match the dimensions and design of the cladding installed when Colonial Village II was converted to a condominium community.
7. The replacement window must have either true divided lights or simulated divided lights, and the same number of lights (glass panes) installed when Colonial Village II was converted to a condominium community.
8. The replacement window must have narrow grilles (muntin bars or external grids) with no less than 3/4" and no more than 7/8" wide, and a minimum of 3/8" deep.
9. The replacement window exterior frame and trim must be clad in vinyl, aluminum, fiberglass or wood/polymer composite.
10. Frosted or translucent glass proposed for bathroom windows must be specified and included in the sketches submitted for approval.
11. The lintel may not be enclosed by the frame or trim work. No caulk or other sealant may be inserted in the gap between the brick and the lintel.
12. Installations of half screens must cover the bottom sash opening only, and no screens should cover the top sash.

Appendix G

REGULATORY RESOLUTION 2013-1

Unit Remodeling, Improvements, and Structural Alterations

WHEREAS, Article III, Section 2. Powers and Duties of the By-laws provides that the Board of Directors shall have all the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by the By-laws required to be exercised by the Association, including adoption of rules and regulations deemed necessary for the benefit of the Condominium; and,

WHEREAS, Article III, Section 2. (f) Powers and Duties of the By-laws grants the Board of Directors the power to make and amend rules and regulations governing the Condominium; and,

WHEREAS, Article VI, Section 7. Additions, Alterations, or Improvements by the Unit Owners of the By-laws states, “No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any building, without the prior written consent of the Board of Directors.”; and,

WHEREAS, Article XI, Section 1 (j) of the Bylaws states, “Except as may be installed by Declarant during its initial renovation of units, washers, dryers, dishwashers, trash compactors, and other major appliances may not be installed in a Unit without prior written approval of the Board of Directors.” ; and,

WHEREAS, §55-79.68(a) of the Virginia Condominium Act states: “Except to the extent prohibited by the condominium instruments, and subject to any restrictions or limitations specified therein, any unit owner may make any improvements or alterations within his unit that do not impair the integrity of any structure or otherwise lessen the support of any portion of the condominium. But no unit owner shall do anything which would change the exterior appearance of his unit or any other portion of the condominium except to such extent and subject to such conditions as the condominium instruments may specify”; and,

WHEREAS, the Association has the right and responsibility to determine and ensure that a proposed project renovation, addition, improvement or alteration may not impair the structural integrity of any structure or lessen the support of any portion of the condominium structure, and will meet compliance with the Association’s Bylaws and any Rules and Regulations; and,

WHEREAS, the Board believes that it is necessary and in the best interest of the Association to establish and adopt procedures for Unit Owners who propose to renovate, alter, or make improvements to their units.

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines and procedures be adopted:

1. The Colonial Village II Board of Directors, or Management Agent acting on behalf of the Board of Directors, has authority to review and approve or disapprove any and all proposed construction, remodeling or repair work to the interiors of units.
2. The Colonial Village II Board of Directors, or Management Agent acting on behalf of the Board of Directors, reserves the right to request a scope of work which includes a statement on the impact the proposed modifications may have on the integrity of the unit or surrounding units.

Application Procedures

1. Owners must submit a letter [or Unit Modification Application] requesting approval which must include the following attachments:

A. Non-Structural (Unit Remodeling)

- Complete and accurate description of the proposed improvement
- Supporting exhibits (drawings, sketches, plans) with markings indicating where modification will be made
- If relocation of plumbing or electrical lines is being proposed, before and after sketches must be submitted
- Acknowledgement that necessary plumbing, electrical or building permits required by Arlington County will be forwarded within timeframe specified by Management following approval of renovation project
- If performing the work requires interruption of utilities (water), acknowledgement that owner must request a water-shut off date from Management following approval of the renovation project (72 hour advance notice to residents is required)
- Names of contractor(s) and licensing requirements
- Management or the Board reserves the right to request a scope of work, which must include the statement of impact / integrity of units or surrounding units

B. Non-Structural (Window Replacements)

Unit owners who wish to install replacement windows must first obtain and review a copy of Resolution 2010-2, "Guidelines for Window Replacements within Historic and Non-Historic District" which includes the Criteria for Replacement Windows. To seek approval from the Board of Directors, you must submit:

- Complete and accurate description of the proposed improvement
- Supporting exhibits (drawings, sketches, plans or proposal) from window contractor

After the Management Agent has provided unit owner with letter of approval, owners located within the historic district must:

1. Obtain an application for a Certificate of Appropriateness (CoA) from Arlington County. Applications may be downloaded from their website <http://www.co.arlington.va.us/departments/CPHD/ons/hp/file84028.pdf>

2. Submit all information to the Historical Affairs and Landmark Review Board of Arlington County (HALRB) to receive approval and a COA before commencing work.
3. Forward a copy of the COA/approval to the Management Agent for the unit files.

C. Structural Requests - (Full or Partial wall removals/Concrete flooring penetration) Owners must submit a letter [or Unit Modification Application] requesting approval with:

- Complete and accurate description of the proposed improvement
- Supporting exhibits (drawings, sketches, plans) with markings indicating where modification will be made
- If penetrations or alterations of the concrete flooring is suggested by the contractor as a means to install or change bathtub configurations or to move any electrical lines, before and after sketches must be submitted; in that instance by a licensed structural engineer.
- If removing a partial or full wall, a licensed structural engineer must provide a statement certifying that the removal will not compromise the structural integrity of the unit or building.

2. **ORAL REQUESTS WILL NOT BE CONSIDERED.** All requests must be submitted to the Management Agent via email or regular mail to the Management Office:

Colonial Village II Condominium
ATTN: MANAGER/REMODELING REQUEST
1903 N. Key Boulevard
Arlington, VA 22201
CVaughan@LegumNorman.com

General Provisions

1. In order for an application to be considered, the owner's assessments must be current at the time of the application. Applications or requests received by delinquent owners shall receive a letter of denial stating the reason for disapproval.
2. Owners proposing to install hardwood flooring, new carpeting, or install/replace elements of a heating/air conditioning unit are exempt from seeking approval from the Board of Directors and/or Management Agent. Owners whose units are on the top floors should be reminded that the Association's Bylaws state that at least 80% of the floor area (excluding closets, bathrooms and kitchens) must be covered with carpet or rugs.

3. Owners proposing to replace an original Modern Maid stove/dishwasher/ microwave combination appliance (which utilizes one electrical line) with separate appliances will be required to add an additional dedicated electrical line for the new appliances. An electrical permit must be obtained for the installation of the new line. Additionally, no external venting is permitted. Only a self-circulating exhaust vent is permissible for the kitchen stove.
4. Owners should consider having shut off valves inspected prior to the work date to ensure that they are operational for the installation of new dishwashers, vanities, etc. (if applicable). If they are not operational and require replacing, you must **schedule a water-shut off in advance of the work date so that all building residents are notified 72 hours in advance.**
5. Approval does not waive the necessity of obtaining required Arlington County permits. Owners are responsible for ensuring that all renovations are made in conformance with state and local laws, condominium instruments, and this regulatory resolution. **A copy of any permits associated with the renovation must be forwarded within five (5) days from the commencement of the project.**
6. Owners are required to use licensed general contractors, electricians and plumbing contractors. Work should be done in accordance with all applicable codes and ordinances.
7. Contractors are not allowed to use electrical outlets in the common area hallways to supply electric power to equipment necessary to perform renovation work within units.
8. The Association assumes no responsibility for any damage to person or property resulting from or related to any change in plumbing or electrical wiring repairs. The Management Agent or Board of Directors cannot control the quality of workmanship relative to any of the repairs, or errors or omission of information provided to the Management Agent or the Board of Directors on the owner's application or request for approval.
9. Owners are responsible for ensuring that no construction debris will be discarded in any of the association's trash rooms, nor should debris be discarded at the curb on the association's grounds. Construction debris **IS HAZARDOUS AND MUST** be hauled away by the contractor. ***Any associated construction debris discarded on the common grounds will prompt Management to assess a trash removal charge to the unit owner's account. Management will notify the owner in writing and provide the owner 30 days to pay the assessment. The assessment will be based on actual fees charged by the waste removal company to remove the items.***

Administrative Provisions

1. Upon approval, the Management Agent will issue a letter of approval within 30-45 days from receipt of application and all requested documentation. If an owner has not received a response

within or following a 30-45 day period, failure to receive notification shall not constitute Board or Management's consent or approval.

2. If an owner elects to alter, remodel, or make improvements to his unit without first receiving approval, the owner shall be deemed in violation of the condominium instruments and this resolution. The Management Agent and Board of Directors shall take action utilizing the Due Process procedures to notify the owner of the violation and provide an opportunity to cease and correct the violation. Owners should note that ceasing the violation does not necessarily preclude the Association's Board of Directors from imposing sanctions and/or an assessment charge, if found in violation.
3. Owners are required to inform Management of the project start date 5 days in advance of the start date.
4. Approved work must commence within six (6) months of the date of approval or such approval shall be deemed withdrawn, and it shall be necessary for the applicant to re-submit a request for approval. All work must be completed within four (4) months of the commencement date unless completion is delayed due to causes beyond the reasonable control of the applicant. The Management Agent should be notified in writing of project delays and owners may request an extension of time.
5. Management schedules water shut-offs on Tuesdays, Wednesdays or Thursdays beginning at 9 am, with the exception of holidays. Advanced notice to all affected residents must be provided at least three days (72 hours) prior to the shut-off date. Therefore, requests to Management must be submitted in writing at least five days in advance of the work date.
6. Remodeling and appliance installations may only be conducted between the hours of 8:30 am – 5:30 pm, Monday – Friday or between 10 am – 5:30 pm on Saturdays and Sundays.
7. Nonstructural requests for unit remodeling may be considered for approval by the Management Agent on behalf of the Board of Directors. Requests that are deemed complete will be approved, approved with conditions or disapproved within 30 days of receipt. Additional information may be required at the discretion of Management or the Board of Directors.
8. Structural requests for unit remodeling will be forwarded by Management to the Board of Directors for consideration and approval. Requests that are deemed complete will be approved, approved with conditions or disapproved within 45 days of receipt. Requests submitted less than seven business days prior to the monthly Board of Director's meeting may be considered at the next month's meeting, at the discretion of the Board.
9. Owners are to arrange for contractors to park on the street. The Management Office will not provide Arlington County visitor permits to contractors.

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village (Village II), A Condominium, held on **September 17, 2013**.

Appendix H

Mold/Mildew Remediation Process

COLONIAL VILLAGE II (CVII) units were originally constructed without external air vents, and owners are deemed to have accepted this condition when they purchased their units. Additionally, because the exterior walls of CVII's buildings are not insulated, moisture within the units tends to condense on the exterior walls during cold weather. In a few cases, this has led to mold growth on walls especially when furniture or other items prevent air flow across the surface of the wall.

Owners are responsible for ensuring good ventilation of their units. To reduce humidity and prevent the build-up of moisture in the unit, it may be necessary to run the heat pump fan, crack windows in living areas and in the bathroom when showering, run the self-circulating exhaust fan on a kitchen appliance when cooking, etc.

Replacement of old windows with more tightly constructed modern windows may reduce the external ventilation for units with a consequent rise in ambient humidity and an increased risk of developing mold. Mold can also be caused by dampness. The dampness can be caused by external events such as clogged gutters, roof leaks, plumbing leaks from neighboring units, etc.

Likewise, owners are also responsible for regularly and carefully inspecting their units for signs of mold. Since mold spores are nearly ubiquitous, it is impractical for most buildings to eliminate mold spores.

As soon as any mold is detected, immediate measures must be taken to remove the mold and prevent future growth.

Suggestions for preventing mold growth

- Open one or more windows a crack to allow moisture to escape from the unit, especially when showering or cooking.
- Move large pieces of furniture a few inches away from the exterior walls to allow good circulation of air behind furniture.
- Use the heat pump fan to circulate air, especially when showering or cooking.
- Use a dehumidifier.
- Clean frequently using cleaning products that fight mold after showering to prevent both soap scum and mold growth on bathroom tiles.
- Monitor the humidity level. A combination indoor thermometer/hygrometer can be purchased.

Appendix G-continued

Appendix H

UNIT OWNERS ASSOCIATION OF COLONIAL VILLAGE II, A CONDOMINIUM

REGULATORY RESOLUTION No. 04-2 RESOLUTION ON DUE PROCESS PROCEDURES

WHEREAS, Section 55-79.53 of the Virginia Condominium Act, Code of Virginia (1950, as amended) (the “Act”) charge all unit owners and their tenants, guests and invitees with compliance with the condominium instruments (Declaration, Bylaws, plats and plans) of the Association, as amended; and,

WHEREAS, Article III, Section 2(f) (*Board of Directors - Powers and Duties*) of the Bylaws, grant the Association, acting through its Board of Directors, the authority to “[make and amend the Rules and Regulations”]; and,

WHEREAS, Section 55-79.80:2 of the Act authorizes the Association, through its Board of Directors and to the extent expressly so provided in the condominium instruments or the rules and regulations adopted pursuant thereto, to suspend a unit owner’s right to use facilities and services, and to also assess charges against any unit owner “for any violation of the condominium instruments or of the rules and regulations promulgated pursuant thereto...” for which the unit owner or his family members, tenants, guests or other invitees are responsible; and,

WHEREAS, Section 55-79.80:2 of the Act further provides that certain procedures must be followed before such charges or suspensions may be assessed; and,

WHEREAS, it is the intent of the Board of Directors to enforce the condominium instruments for the benefit and protection of the Association’s unit owners and residents by establishing procedures which ensure due process and consistency of enforcement;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors, by the Act, the condominium instruments and this Resolution, are hereby empowered to suspend rights of use or to services, and to

assess charges pursuant to Section 55-79.80:2 of the Act, and it is further resolved that the Board of Directors shall assess such charges for any violation of the condominium instruments or rules only after the following procedures have been followed:

I. Complaint

A. Any unit owner, tenant, managing agent, employee or Board member who requests that the Board take action to enforce the condominium instruments and rules shall complete, date and sign a complaint in a form similar to and containing the information contained on Exhibit "A" hereto.

B. The complaint shall be submitted to the Board of Directors for a determination as to whether it appears that a rule or provision of the condominium instruments allegedly has been violated.

C. The Board of Directors shall then take appropriate action, such as directing that a demand letter be sent or that it be referred to counsel or County authorities.

II. Demand.

A. If determined appropriate, a written demand letter which may be in a form similar to Exhibit "B" hereto shall be sent by first class mail or shall be hand-delivered to the unit owner at the address which the owner has provided to the Association or at the unit address, if no other address has been provided. A copy may be sent to the tenant if there is a tenant.

B. The demand letter shall specify the alleged violation, the action required to abate the violation and a date usually not less than ten (10) days after the date of the demand letter by which the alleged violation must be remedied. However, when the violation may constitute a health, safety or fire hazard, demand may be made to remedy the violation within twenty-four (24) hours.

C. The demand letter shall state that if the violation is not remedied, the unit owner must request in writing a hearing before the Board to avoid imposition of charges or suspension of rights or services. The letter shall also state that if no hearing is requested, the owner shall be deemed to have waived the opportunity for a hearing and rules violation charges or suspensions may be assessed. The demand letter may be combined with the notice of hearing referenced in Section III if the violation is of a serious nature or if previous notices of violation have been sent to the owner.

III. Notice of Hearing.

A. If the alleged violation is not remedied within the date or time specified in the demand letter referenced in Section II and the owner requests a hearing, or if the Board determines a hearing is necessary, a notice of hearing shall be sent. Notice of a hearing shall be hand delivered or mailed by certified United

States mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act, to the unit owner at the address of record with the Association. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail. The demand letter referenced in Section II may be combined with the notice of hearing.

B. The notice of hearing may be similar to Exhibit "C" attached hereto and shall specify:

1) The time, date and place of the hearing.

2) That the unit owner and tenant, if applicable, shall be given an opportunity to be heard and to be represented by counsel (at the unit owner's expense) before the Board.

3) The alleged violation, citing provisions of the condominium instruments or rules which allegedly have been violated.

4) That charges for violation of the condominium instruments and rules may include assessment of up to Fifty Dollars (\$50.00) for a single offense, or Ten Dollars (\$10.00) per day for any offense of a continuing nature for a period not to exceed ninety (90) days or such greater amounts as may be authorized by the Virginia Condominium Act.

5) That the alleged violation may result in the suspension of services, facilities use or voting rights, including suspension of reserved parking privileges.

IV. Hearing.

A. The hearing shall be scheduled at a reasonable and convenient time and place within the Board of Directors' discretion.

B. The Board, within its discretion, may grant a continuance. If the unit owner for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.

C. The hearing is not to be conducted according to technical rules of evidence or procedure applied in a court of law. Rather, the purpose of the hearing shall be to provide the unit owner with an opportunity to be heard and to be represented by counsel (if desired), within reasonable time limits imposed by the Board of Directors.

D. The hearing shall be conducted in private executive session unless the unit owner requests that the hearing be open to owners and residents. If the hearing is conducted in open session, the chairman of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing held, the Board, within its discretion, may afford those residents involved with the dispute or violation an opportunity to be heard within reasonable time limits.

E. After proper notice has been given, if the unit owner fails to appear at the hearing or if no hearing is

requested, the hearing or meeting may continue as scheduled and the Board may assess charges from the final compliance date of the letter, suspend use rights or services or take such other action as may be authorized by the condominium instruments or by law.

G. If the unit owner acknowledges responsibility for the violation charged, or does not wish to contest the alleged charge, the Board may, in its discretion, dispense with a hearing after having afforded the unit owner with an opportunity for a hearing.

H. Within seven (7) days of the hearing, the Board shall, by hand-delivery or certified mail, return receipt requested, notify the unit owner of its decision, any suspension of use rights and/or the assessment of any charges and the date from which those assessments shall accrue and be due.

V. Records.

The Board or the management agent shall keep copies of all correspondence related to rules violations in the unit owner's file or in a separate file on rules violations. Minutes of each hearing or meeting shall be kept and a form similar to that attached hereto as Exhibit "D" shall be completed and placed in the unit owner's file and appropriate Association files.

VI. Assessment of Charges.

Pursuant to Section 55-79.80:2 of the Act, any charges assessed for violation of rules after notice and hearing shall be in amounts authorized by the Act and shall be treated as an assessment against the owner's unit for the purpose of Section 55-79.84 of the Act regarding liens. Such amounts shall also be the personal obligation of the owner.

VII. Other Remedies.

This Resolution shall not be interpreted to require a hearing prior to assessment of rules violation charges if a hearing is not requested, or to prevent the Association from exercising any other remedies authorized or available under the Act, the condominium instruments or by law and shall not constitute an election of remedies.

VIII. Recusal.

In the event a majority of the Board decides to impose Monetary sanctions ("penalties") on a sitting member of the Board for infractions of the Association, the sanctioned Board member will be required to recuse him or herself from all further Board decisions regarding the imposition of penalties on other Association residents or owners. The sanctioned Board member and the remainder of the Board must agree to a remedy for the infraction and the cessation of penalties of the sanctioned Board member before the sanctioned Board member may resume participation in decisions regarding the imposition of penalties on

other CVII residents and owners.

**Exhibit "A" to the
Resolution on Due Process Procedures**

COMPLAINT FORM

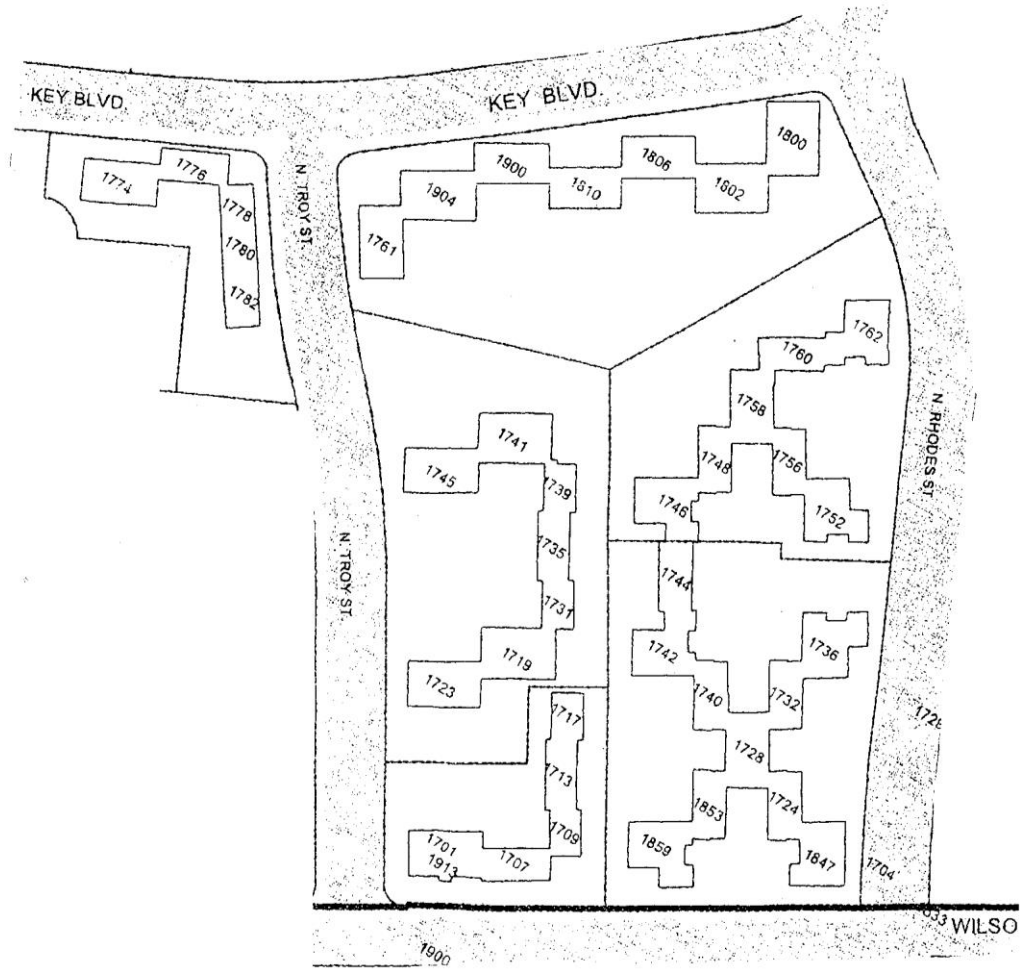
Covenant/Rule Violation Complaint

Date:

1. Name of person(s) violating covenant/rule:
2. Unit of person(s) violating covenant/rule.
3. Are the person(s) named in question #1 tenants or owners?
4. Describe in detail how and where the covenant or rule was violated:
5. When did the violation(s) occur?
6. Have you personally requested the unit owner and/or tenant to cease the violation?
Yes ___ No ___ Verbally ___ By written request ___ When?
7. Name and unit number of person(s) making complaint:
8. Signature(s) _____

Appendix I

Map of Colonial Village II



▲ NORTH

**COLONIAL VILLAGE II, A CONDOMINIUM
ARLINGTON, VIRGINIA 22201**

Colonial Village II

Resident Handbook

2018 Edition

Web site: www.colonialvillages.org

~ END ~