

# **FAIRLINGTON GREEN COUNCIL OF CO-OWNERS**

## **BLANKET VARIANCE FOR REALTY SIGNS**

**Changes effective June 1995.**

**SECTION 1. (a) PROHIBITION** - No units owner or tenant (or employee, agent, or licensee thereof) shall erect or maintain any sign in, from or about any unit (including in the window of any unit) or any common element or limited common element except for certain realty signs posted in accordance with section 2.

**(b) EXCEPTIONS** - This prohibition does not apply to any signs posted or erected by the Association, by the management agent, or by an unit of government. This prohibition does not apply to any sign on a newspaper vending machine, identifying the newspaper contained, but does apply to vending machine that has third party advertising affixed to it.

**SECTION 2. (a) STANDARDS FOR PERMISSIBLE REALTY SIGNS** - The Board of Directors hereby grants a blanket variance to permit a unit owner to post one sign at a unit, or authorize a real estate broker (with whom the property is currently listed) to do so; any sign shall be

- (1) Located in a mulch-bedded area in front of the unit, in the half of that area located closest to the front door of the unit or building containing the unit.
- (2) In the case of end units with side windows facing the street -in a mulch bedded area on the side of the units, and in the case of units at the far ends of courts - between the sidewalk and curb within ten feet of the driveway, in a mulch-bedded area if present.
- (3) Not to be located to intrude into a lawn.
- (4) No larger in surface area than 3 square feet, height dimension greater than 40 inches, no higher to the top of the sign than 40 inches from the ground or 46 inches from top of sidewalk adjacent to unit.

(5) Removed within 48 hours after the sale or rental contract is accepted, unless that contract specifically allows the unit to continue to be shown.

**SECTION 3. (a) CLARIFICATION - Section 2 shall not be construed to permit:**

- (1) more than one sign advertising a unit for sale or lease;
- (2) any sign (including directional signs) on any lawn or curb;
- (3) any sign affixed to any building;
- (4) any sign not directly in support or selling or leasing a unit (including "sold," "leased," or "yard sale" signs); or
- (5) any commercial sign (other than permitted realty sign), of any character, anywhere in Fairlington.

**(b) REMOVAL AND RETENTION AFTER NOTICE -** The Board of Directors declares the posting of a sign, not in compliance with this variance, to be trespass. Accordingly.

- (1) The management agent shall promptly notify the owner of a sign of the violation and that the sign will be removed ten days after the date of notification.
- (2) On the date specified the management agent shall remove such sign, and notify the owner of the sign when and where it can be picked up.
- (3) After the sign has been held for 30 days, the management agent shall dispose of the sign.

**(c) REMOVAL WITHOUT NOTICE -** If it is not possible to identify the owner of the sign, the management agent shall remove the sign without notice and hold it for 90 days before disposing of the sign.

July 1, 1993

Dear Co-Owners:

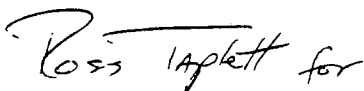
Enclosed is Resolution #3 - Maintenance, Repair and Replacement of Condominium Components of the Fairlington Green Council of Co-Owners. This Resolution has been in formulation and under discussion within the community for nearly two years and has finally been approved by the current Board. It was commissioned for the sole purpose of clarifying which party (Council or Co-owner) is responsible for maintaining, repairing and replacing (MRR) the various unit, limited and common area components.

This Resolution, in and of itself, is not the sole guide for MRR. All unit owners and perspective unit owners are responsible for reading and being familiar with the Master Deed, By-Laws, Property Maintenance Agreement and Rules and Regulations ("Governing Documents") of Fairlington Green. The Governing Documents of our community are the basis from which the affairs of the condominium complex are managed. Co-owners are responsible for knowing how the Governing Documents affect their unit, their place in the community and the community in its entirety. The Board felt that the attached resolution would aid Co-owners in determining their responsibility (if any) in regards to a particular component. The goal of the resolution was to centralize the maintenance, repair and replacement provisions currently found in various portions of the Governing Documents.

As a reminder, Article I, Section 3 of the By-Laws states: "The mere acquisition or rental of any of the condominium family units (hereinafter referred to as 'Family Units') of the Project or the mere act of occupancy of any of said Family Units will signify that these By-Laws and the provisions of the Property Maintenance Agreement are accepted, ratified and will be complied with."

We are pleased to be able to provide the Co-owners with this guide. Please let us know if you have any questions or comments.

Sincerely,



Your Board of Directors

Enclosure

**FAIRLINGTON GREEN CONDOMINIUM COUNCIL OF CO-OWNERS**  
**RESOLUTION NO. 3**  
**MAINTENANCE, REPAIR, AND REPLACEMENT**  
**OF CONDOMINIUM COMPONENTS**

**WHEREAS**, the Board of Directors is empowered by Article IV, Section 2 of the By-Laws, with the powers and duties necessary for the administration of the affairs of the Council of Co-Owners ("Council"); and

**WHEREAS**, the Board is charged by Article IV, Section 3 of the By-Laws, with the responsibility for the care, upkeep, and surveillance of the project and common elements; and

**WHEREAS**, there is a need to set forth the respective maintenance, repair, and replacement obligations of the Council and individual Co-Owners in order to guide future Co-Owners and Board members and to promote consistency; and

**WHEREAS**, in addition to the duties and obligations set forth herein, Co-Owners are responsible for any maintenance, repair or replacement necessitated by the acts or omissions of the Co-Owner's family members, guests, tenants, invitees, agents or employees.

**NOW, THEREFORE**, be it resolved that the following provisions be, and hereby are, adopted and the foregoing recitals are incorporated herein by reference.

**General** - In general, the Council is to maintain, repair, and replace the common elements, and the Co-Owner is responsible for the maintenance, repair, and replacement of his or her Unit as defined in the Master Deed and By-Laws. The following references are meant to be guides by which maintenance, repair and replacement responsibilities are defined for the Co-Owner and Council. If a Co-Owner is unsure of his or her responsibility, the Co-Owner should contact the Management Company.

**1. Plumbing**

**a. Council Responsibility** - The Council shall be responsible for the maintenance, repair, and replacement of common element plumbing components. Common element plumbing serves more than one unit. Components of common element plumbing include main sewer lines, sewer lines that service more than one unit, exterior drains, all plumbing at the pool, domestic water lines that service more than one unit, domestic water lines buried in the ground outside of the unit boundaries, any waste stacks that service more than one unit, any valves in the common area and any meters.

**b. Co-Owner Responsibility** - Those portions of the plumbing systems serving only one unit, such as toilets, sinks, showers, washing machines, risers (refers to water lines), disposals, drains, waste stacks serving only a unit, outside water faucets, hot water tanks,