

**FAIRLINGTON  
GLEN  
HANDBOOK**

**2008**



**Fairlington Glen  
3546 South Stafford Street  
Arlington, Virginia 22206**

## **PREFACE**

The Fairlington Glen Handbook contains information about your home, condominium management, and the amenities and resources available in the Fairlington Glen community. We hope that you find Fairlington living enjoyable and rewarding. Condominium ownership offers rights and advantages unavailable in rental or single-family ownership. It also brings with it responsibilities. The success of Fairlington Glen depends on your active participation in condominium affairs. We hope you will join us in the many activities available to contribute to our community.

We urge you to read the Handbook, become familiar with condominium and community affairs, and help improve the life of our vibrant community. We thank you for choosing Fairlington Glen as your home.

## **ACKNOWLEDGEMENTS**

If imitation is the sincerest form of flattery, this handbook is a wonderful example. Its organization and style, along with many of its words, are derived from the fine work done by our fellow condominium, Fairlington Villages. We were so impressed with its handbook that we asked its President, Guy Land, if we could adapt or adopt some of its style and narrative for our own handbook revision. He said “Yes” and we thank him and all those who took part in producing the Fairlington Villages Handbook.

We also thank those within Fairlington Glen who participated in producing the four earlier versions of our own handbook, most recently and notably that published in 1999. The Board wishes to thank those who commented on this latest handbook, including members of the Court Representatives Group and the many committees whose efforts are so important to the functioning of the Glen. The Board expresses its gratitude to all who participated. We hope this handbook will enhance our residents’ experience of living in Fairlington Glen.

Robert P. Patrician  
President  
Board of Directors

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## Table of Contents

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<b>1. INTRODUCTION TO FAIRLINGTON</b> .....	<b>5</b>
HISTORY .....	5
FAIRLINGTON GLEN.....	6
COURTS BY NUMBERS AND ADDRESSES.....	7
<b>2. OWNERSHIP AND GOVERNANCE</b> .....	<b>9</b>
CONDOMINIUM OWNERSHIP.....	9
YOUR UNIT .....	9
COMMON ELEMENTS .....	9
INSURANCE .....	10
MASTER POLICY .....	10
HOMEOWNER’S POLICY .....	10
GOVERNANCE .....	11
BOARD OF DIRECTORS .....	11
POWERS AND DUTIES .....	12
YOUR CONDO FEE .....	13
<b>3. AMENITIES, SERVICES, AND GETTING INVOLVED</b> .....	<b>15</b>
AMENITIES .....	15
SWIMMING POOL .....	15
TENNIS COURTS .....	15
BASKETBALL COURT .....	15
TOT LOT.....	16
SERVICES .....	16
LANDSCAPING .....	16
SNOW REMOVAL.....	16
TRASH AND RECYCLING .....	17
MAINTENANCE.....	17
GETTING INVOLVED .....	18
<b>4. GOOD NEIGHBOR POLICIES AND RULES</b> .....	<b>19</b>
ACCESS TO UNITS .....	19
ANTENNAE AND SATELLITE DISHES .....	20

ARCHITECTURAL CHANGES/RENOVATIONS .....	20
B-UNITS. ....	20
CABLES AND OTHER EXTERIOR LINES .....	21
CONDOMINIUM AND CO-OWNER RESPONSIBILITIES .....	22
CONDUCT .....	22
CRIME PREVENTION .....	23
DOORS.....	23
DOWNSPOUTS, FALSE.....	24
ELECTRICAL OUTLETS (Blanket variance).....	24
FANS, VENTILATING (Blanket variance) .....	25
FENCES .....	25
FIRE LANES .....	25
FLAG DISPLAY (Blanket variance).....	25
HEATING AND AIR CONDITIONING LINES .....	25
LANDSCAPING IN COMMON AREAS .....	25
LEASING YOUR UNIT .....	27
LIGHTING FIXTURES, EXTERIOR.....	27
NOISE .....	27
PARKING.....	27
PATIOS.....	28
PEST CONTROL.....	29
PETS.....	29
PIPES WITHIN UNITS .....	30
PLUMBING REPAIRS .....	30
RECYCLING .....	31
SELLING YOUR UNIT .....	32
SEWERS .....	32
SIDEWALK ART/GAMES/GRAFFITI .....	33
SIGNS (Blanket variance) .....	33
TRASH.....	34
USE OF UNITS.....	34
VEHICLE REGISTRATION .....	34
VIOLATIONS.....	35

WATER SEEPAGE OR FLOODING .....	35
WATERING .....	35
WINDOWS.....	35
<b>5. VARIANCE RULES AND PROCEDURES .....</b>	<b>37</b>
GENERAL .....	37
REQUIRED VARIANCES .....	37
BLANKET VARIANCES .....	38
REQUESTING A VARIANCE .....	38
VARIANCE APPROVAL .....	39
VARIANCE ENFORCEMENT AND RECORDS .....	40
<b>6. RECREATIONAL FACILITIES .....</b>	<b>41</b>
GENERAL .....	41
SWIMMING POOL .....	41
TOT LOT.....	45
TENNIS.....	45
BASKETBALL .....	46
<b>APPENDIX OF POLICY RESOLUTIONS .....</b>	<b>48</b>

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# 1. INTRODUCTION TO FAIRLINGTON

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## HISTORY

As Washington DC's population grew during the beginning years of World War II the area faced a severe housing shortage. President Franklin D. Roosevelt directed the War Department to build housing for defense workers coming into the area. The department established the Defense Homes Corporation which built Fairlington (named for Fairfax and Arlington counties) between 1940 and 1943.

Though wartime resources were scarce, the government made Fairlington's construction a priority and builder Thompson-Starrett obtained quality materials. Construction began in 1942 and military and civilian families moved in beginning in May 1943. By 1945, when the project was completed, 3,400 homes were available in the largest permanent housing development in the country.

The Glen still attests to the outstanding design and quality materials of its original workmanship. While 65 years later we face the need to upgrade or replace some of the original infrastructure such as roofs and sewers, we benefit from a 1943 map of the Glen prepared by Thompson-Starrett that provides the installation plan for storm sewers, sanitary sewers, and cold water lines.

The Defense Homes Corporation managed Fairlington until 1947 when it sold the property to two Texas businessmen. Their firm, Fairmac, operated Fairlington as a rental community until its conversion to condominiums in the 1970's. Starting on the south side, Fairmac converted the community into seven legal entities under the Virginia Condominium Act. Six of the condominiums lie on the southeast side of I-395 (Shirley Highway) with a single condominium community on the northwest side linked by a bridge across I-395.

Fairlington Villages (or North Fairlington) is a single association with 1703 units. On the southeast side of I-395, approximately the same number of units are divided into six associations—the Arbor, Commons, Glen, Green, Meadows, and Mews, varying in size from 169 to 367 units. Each association is governed by its own board of directors.

The Fairlington Citizens Association (FCA) is the civic association for all Fairlington communities, coordinating the interests of our communities on County issues such as maintenance and beautification of County property within Fairlington. This includes the streets, sidewalks and trees bordering those streets, and underground utilities on County property. It also works with other local civic associations on issues of common interest such as the development of Shirlington.

Fairlington was listed on the National Register of Historic Places in 1999, following listing on the Virginia Landmarks Register in 1998. The listings recognize the community's significance as an example of community planning and publicly financed housing. Its Colonial revival and Williamsburg architecture, as well as its size, make it an easily recognizable location when one says "I live in Fairlington."

The historical designations impose no restrictions on our use of the property. Our condominium controls all modifications to the land and buildings.

## **FAIRLINGTON GLEN**

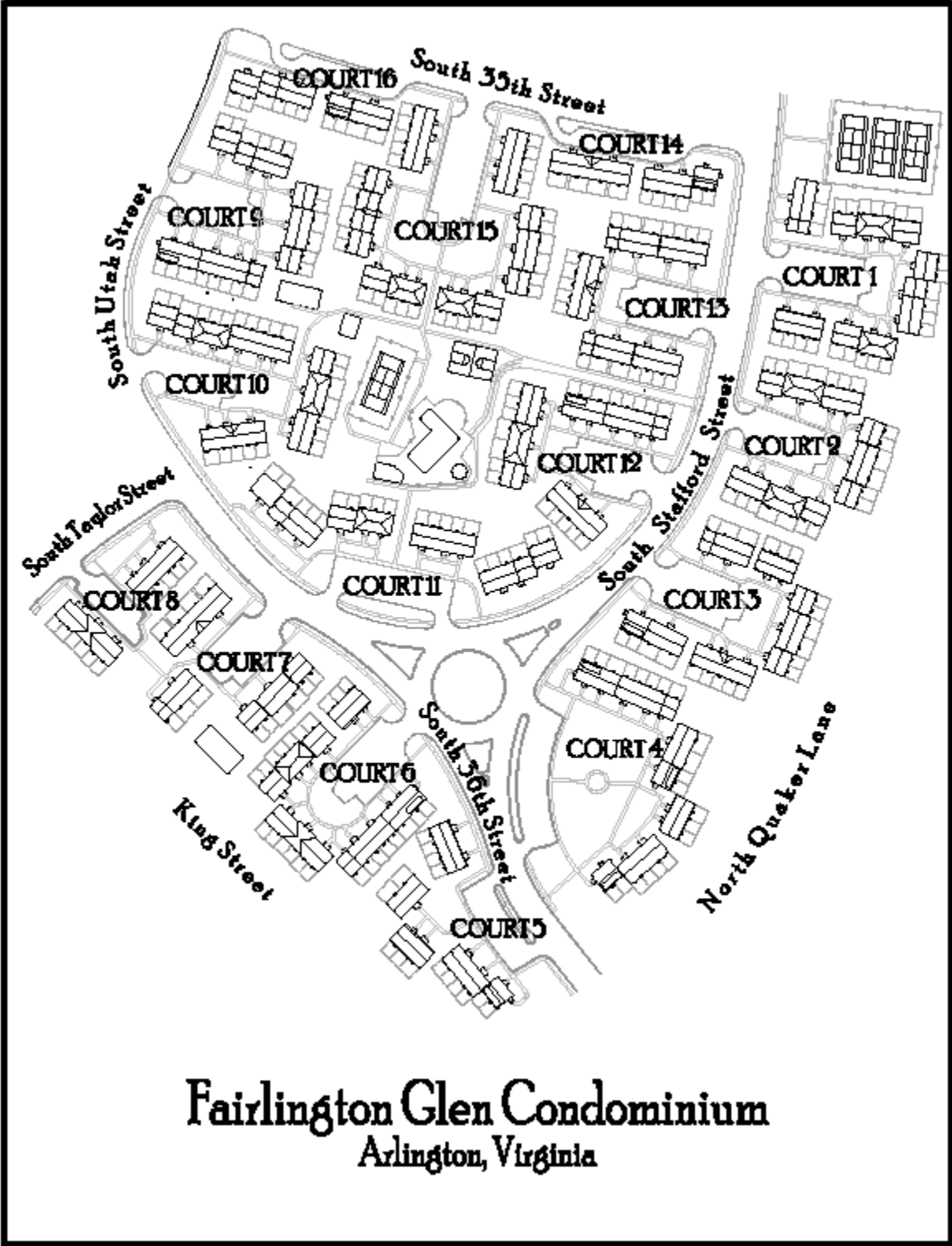
Fairlington Glen consists of 352 townhouse and apartment units on over 24 acres in Arlington. Units are organized into 56 buildings in 16 courts, surrounding a central area with a maintenance facility, swimming pool, basketball court, tennis court, and tot lot (playground). Three additional tennis courts are at S. Stafford Street and S. 35<sup>th</sup> Street. The Glen is located in the most southeastern corner of Arlington County and borders the City of Alexandria on King Street and Quaker Lane. A map of our village follows with street addresses and court designations.

For meetings, Fairlington Glen uses the Fairlington Community Center, a former elementary school at 3308 S. Stafford St. that was extensively renovated in 2007 and reopened in 2008. Just beyond the Community Center is Utah Field, a recreation area with a dog run. Across King Street and Quaker Lane are shopping areas. Shirlington lies on the other side of I-395, with its Arlington County branch library, restaurants, movie theaters, Signature Theatre, and a large number of stores, business buildings, and condominiums.

## **COURTS BY NUMBERS AND ADDRESSES**

**(odd or even)**

Court 1	3501 – 3529 S. Stafford Street
Court 2	3535 – 3555 S. Stafford Street
Court 3	3561 – 3585 S. Stafford Street
Court 4	4101 – 4139 S. 36 <sup>th</sup> Street
Court 5	4100 – 4128 S. 36 <sup>th</sup> Street
Court 6	4130 – 4176 S. 36 <sup>th</sup> Street
Court 7	4200 – 4212 S. 36 <sup>th</sup> Street
Court 8	3601 – 3625 S. Taylor Street
Court 9	3513 – 3549 S. Utah Street
Court 10	4301 – 4343 S. 36 <sup>th</sup> Street
Court 11	3588 – 3598 S. Stafford Street 4201 – 4237 S. 36 <sup>th</sup> Street
Court 12	3548 – 3584 S. Stafford Street
Court 13	3512 – 3544 S. Stafford Street
Court 14	3500 S. Stafford Street 4202 – 4218 S. 35 <sup>th</sup> Street
Court 15	4226 – 4284 S. 35 <sup>th</sup> Street
Court 16	4300 – 4320 S. 35 <sup>th</sup> Street



**Fairlington Glen Condominium**  
Arlington, Virginia

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## **2. OWNERSHIP AND GOVERNANCE**

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### **CONDOMINIUM OWNERSHIP**

Fairlington Glen is organized under the Virginia Condominium Act which provides legal guidelines for condominium associations. Our formal name is the Council of Co-Owners of Fairlington Glen (or “Council”).

#### **YOUR UNIT**

You are the sole owner of your unit. You have a deed just like the owner of a single-family house, but you also have ownership interest in shared property. Your share of the common property is set forth in the Fairlington Glen Declaration, a legal document on file in the Arlington County Courthouse. A copy of it was included in your certificate of resale.

You own your entire unit except for the roof. Vertical boundaries are the plane of the outer surface of the exterior wall and the plane of the center line of the wall with a neighbor. Horizontal boundaries are the plane of the underside of the lowest floor slab and the underside of the exterior surface of the roof (excluding roof shingles). For apartment units, horizontal ownership extends to the sub-flooring of the unit above if you do not have a roof or the unit below if you do not have a basement slab. The Council owns only the roof and drainage lines under the floor slab.

You may make improvements to your unit; however, structural alterations and other significant changes require a variance from the Board of Directors. See Chapter 5 on Variance Rules and Procedures.

#### **COMMON ELEMENTS**

The general common elements are all portions of the condominium outside of the individual units, except for the fenced area behind each ground level unit. Common elements include both structures (such as the swimming pool, parking lots, and fences), the grounds outside your home, and underground utilities such as sewer and water pipes. The only “limited common element” is the fenced area behind each unit (except upper apartment units) which is reserved exclusively for your use.

Your ownership interest in the common elements is not separated from the ownership interest in your unit. Ownership of an undivided interest in the common elements, called a percentage interest, gives you the right to participate in the governance of Fairlington Glen. It also obligates you to pay your share of expenses which are allocated as assessments each year after the budget is set.

## **INSURANCE**

The bylaws require the Council to obtain certain insurance policies to protect common property and, to a limited extent, individual unit owners. In addition to the master policy discussed below, the Council has workers' compensation, employee liability, fidelity bond, directors' and officers' coverage, a commercial umbrella, and vehicle coverage. Insurance Resolution 03-1 is in the Appendix.

### **MASTER POLICY**

The master policy covers buildings against various perils including fire, wind, lightning, and water damage. The coverage is "all risk" and equals the full replacement cost of the building up to the finished walls and floors in each unit, subject to deductibles and some items not normally insured.

The master policy covers your unit in the condition as of the condominium conversion in the 1970's. It does not cover the contents and it does not cover "betterments and improvements" such as carpets, appliances, cabinets, or countertops. For example, replacement cabinets and a granite countertop would be covered only for the replacement value of the original cabinets and Formica countertop.

If an insurable loss occurs, the co-owner is responsible for the deductible (now \$5,000 except for flood which is \$10,000). The master policy will pay based on terms in effect at the time of the loss. If a loss is sustained jointly by a number of co-owners, the deductible is shared among them as determined by the Board of Directors.

### **HOMEOWNER'S POLICY**

Given the exclusions and deductibles under the master policy, resident co-owners should have individual insurance which is known as an HO-6 policy. This can provide coverage for personal property, unit improvements, betterments, additions and alterations, additional living expenses, and personal liability. You are also advised to get insurance that will cover the amount between the deductible on your own policy and the substantial deductible of the master policy. Co-owners are urged to get a special sewer backup endorsement for coverage of personal property damaged by a sewer backup. Most insurance carriers offer riders on homeowner policies for sewer backups and floods.

Non-resident co-owners may not need coverage for personal property or additional living expenses; however, they do have all the other insurable exposures of a resident owner. They may also be insured for loss of rental income. Renters should purchase an HO-4 policy to provide coverage for personal property, additional living expenses, and personal liability.

The Board strongly recommends that you discuss insurance coverage with your insurance broker and obtain any necessary protection.

## **GOVERNANCE**

Fairlington Glen (the Council) operates under its Declaration and the bylaws, which conformed to the Virginia Condominium Act when they were drafted. In some areas, changes in the Act have changed the provisions of those two documents. The Declaration establishes Fairlington Glen as a condominium, defines its property, and sets the boundaries of each unit type and its percentage ownership of the undivided interest in common elements.

The bylaws are the condominium's essential governing document. The bylaws establish the mutual obligations of unit owners and the Council. They set the rules for the election and service of the Board of Directors, require the collection of unit assessments for operating and reserve budgets, obligate the Council and unit owners to maintain their respective property, and restrict the use of Council and unit property. Changes to the bylaws may be made by a three-quarters majority of the interest held by all homeowners.

### **BOARD OF DIRECTORS**

The Board of Directors is the Council's executive body. The Board has five members who are volunteers and serve without compensation. All directors must be unit owners. The Board has the authority to make decisions in all areas except those the bylaws reserve to the Council membership, most notably changing the bylaws themselves (with the exception of Rules of Conduct, which may be changed by the Board).

Directors are elected at the annual meeting to staggered three-year terms. If a vacancy occurs, the Board may appoint an interim director to serve until the next annual meeting. At that meeting, a director is elected to the Board for the remaining term of the seat vacated.

The Board's officers are president, vice president, treasurer, secretary, and an at-large member. The president is the chief executive officer, with all of the general powers normally associated with that role, including the power to appoint advisory committees. The treasurer is responsible for condominium funds and financial records, and the secretary for communications. The first act of the Board after each annual meeting is to elect its officers for the next year.

Board meetings are open to all owners and residents. Meetings are held monthly at the Fairlington Community Center at 3308 S. Stafford Street on a schedule announced in the GLEN ECHO. Special meetings are held as needed. A meeting agenda is posted on the bulletin board near the swimming pool entrance and is posted on the Glen's Yahoo site [www.groups.yahoo.com/group/fairlington\\_glen](http://www.groups.yahoo.com/group/fairlington_glen).

The responsibilities of directors and officers are substantial. The bylaws require the Council to indemnify them against any liability for their actions or good-faith judgment. The Council maintains directors and officers (D&O) insurance for this purpose.

## **POWERS AND DUTIES**

The Board's primary responsibilities include:

- Long-range planning, including capital replacement projections
- Proposing an annual budget to the Council and enacting a new assessment schedule if the budget is insufficient for operating expenses and reserve funds
- Overseeing finances
- Retaining the management company
- Approving contracts for services and supplies
- Adopting policies and rules and overseeing enforcement
- Communicating with owners and residents

**Long Range Planning.** A major function of the Board is to plan for the future of the Glen. This includes strategic planning to examine where we have been and where we want to be in the future as a community. This is done by interaction with Glen committees, individual owners, and at Board meetings. Reserve and engineering studies by outside contractors or by Glen committees and task groups support this process.

**Adopting the Annual Budget.** The Council adopts a budget for the fiscal year (which is the calendar year) at an annual meeting of co-owners. The budget, based on experience and projected needs, is developed over several months by a finance committee, proposed by the Board, presented at a community forum, and voted on at the annual meeting. Revenues are derived primarily from the monthly fee all unit owners pay and from investment interest. The amount of your condominium fee is based on the Board's estimate of community needs and desires.

The budget process is a cooperative effort led by the treasurer and involves Board members, the management agent, committee volunteers, and unit owners. The treasurer works with the finance committee and solicits input from other committees in preparing a draft budget to present to the Board. Its approved draft is mailed to unit owners for comment and is the subject of a community forum open to all owners and residents. After that, the Board proposes a final budget to the Council, which is voted on at the annual meeting. A new assessment schedule is based on the adopted budget. The management agent mails coupon books before the first of the year to those who do not use direct deposit.

**Overseeing Finances.** The budget includes operating funds to keep normal operations going. It also includes reserves to finance replacement of common elements and make other capital improvements. The Board invests reserves in money market funds, certificates of deposit, or government-insured instruments.

The finance committee meets as needed to oversee execution of the budget. It reviews monthly financial reports and invoices and assures that internal controls by the management company and the Council are in place. The Council retains a certified public accountant to audit its books and prepare its tax returns. Interested owners may request a copy of the audit from the treasurer.

**Retaining the Management Company.** The Board retains a management company, which is represented by a management agent who exercises authority delegated by the Board. The management agent and other representatives of the management company answer residents' questions, deal with maintenance requests, collect assessments, pay association bills, manage financial and other records, and oversee the execution of service contracts. The management agent supervises the Glen's on-site staff members who are employees of the Glen.

**Approving Contracts.** The management agent, or in some cases an engineering firm used by the Glen, solicits and evaluates service contracts. The Board approves all contracts, which are signed by the president.

**Adopting Policies and Overseeing Enforcement.** The bylaws provide for the enforcement of the covenants of the declarations, bylaws, and other Council rules. The Board is empowered to enforce rules and seek relief on behalf of the owners for violations. A variance coordinator assists the Board in this enforcement and oversight. A general review of variance policies and practices was undertaken in 2007 and has led to changes in some variance policies. This includes making some rules less restrictive. In other areas, enforcement that has been inconsistent or even non-existent for many years is being tightened. See Chapter 4 on specific areas of "good neighbor policies." For rules concerning due process, see Policy Resolution 96-1 in the Appendix.

**Communicating with Owners and Residents.** The Board is responsible for fostering an open and participative community in which owners and residents can have their voices heard. This is done in many ways, including a residents' forum at the start of each Board meeting, community forums on the budget and other topics, a monthly GLEN ECHO newsletter, the Glen Yahoo site, a Glen section of the Fairlington website ([www.fairlington.org/glenindex.htm](http://www.fairlington.org/glenindex.htm)), a community bulletin board at the pool, and easy accessibility to Board members and committees via e-mail or telephone. The Board encourages owners and residents to participate in the activities of the Glen to strengthen the community.

## **YOUR CONDO FEE**

A unit owner's annual contribution to the expenses of the condominium (assessment) is in proportion to his/her undivided interest in the common elements. The condominium declaration establishes your unit's value, which is generally proportionate to its size. Your fee is the total condominium assessment multiplied by your proportionate interest.

In addition to an annual assessment, special assessments may be levied by the Board if necessary.

Regular monthly assessments are due on or before the first day of each month. You may pay your monthly fee by automatic debit from your bank account, by bill pay, or by mailing your payment and coupon to the designated address. We encourage you to arrange for direct debit since this saves the association the expense of printing and mailing coupon books. It also saves you the need to remember to send in your assessment.

A late charge is assessed if the assessment is received after the 10<sup>th</sup> of the month. If your fee is not paid by the 10<sup>th</sup> of the month you will receive a letter noting your lateness and stating that a late fee is also due. If your account is more than a month in arrears you will receive a notice requesting payment within 10 days. Beyond that, your account will be referred to our attorney. The Board may authorize the attorney to require that you immediately pay all monthly installments for the remainder of the fiscal year.

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## **3. AMENITIES, SERVICES, AND GETTING INVOLVED**

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Condominium amenities include tennis courts, a swimming pool, a tot lot, and a basketball court. To maintain these amenities and the buildings and grounds, the Council contracts with service providers and employs its own staff. Volunteer committees of owners and residents recommend policies to the Board on the use of amenities and services. Volunteers also plan special events.

Information about these amenities, services, and special events is regularly published in the GLEN ECHO and posted on the bulletin board at the swimming pool entrance. Chapter 6 provides detailed information and rules for each of the recreational facilities.

### **AMENITIES**

#### **SWIMMING POOL**

The swimming pool is staffed and maintained by a contracted pool management company. Residents present their Fairlington Glen recreation pass to enter the pool.

The pool season is overseen and planned by a pool committee, which advises the Board on operation and maintenance of the swimming pool, including hours, rules, selection and evaluation of the pool management contractor, and performance of the lifeguards. The pool committee also sponsors a number of social events at the pool. Check the GLEN ECHO or the bulletin board outside the pool for hours and events.

#### **TENNIS COURTS**

There are four tennis courts in the Glen, one in the central area and three on S. Stafford Street at S. 35<sup>th</sup> Street. Residents should have a recreation pass with them. Guests must be accompanied by a resident. The tennis courts are for tennis only and may not be used for other recreational activities.

Tennis is overseen by a tennis committee which advises the Board on operation and maintenance of the tennis courts.

#### **BASKETBALL COURT**

A basketball court is located in the central recreation area. Because of its proximity to many residences, strict hours and rules of play are enforced. The basketball court is to be used only for basketball and may not be used for other recreational activities.

Basketball is overseen by a basketball committee which advises the Board on operation and maintenance of the basketball court.

## **TOT LOT**

The tot lot (playground) is located in the central recreation area. Parents or guardians must accompany young children to the tot lot and stay with them. Please notify the management agent if you see hazards.

## **SERVICES**

### **LANDSCAPING**

The Council has landscaping contractors to maintain our common grounds. They mow, edge, and fertilize our lawns; weed and trim our plantings; and provide landscape enhancements each spring and fall after community requests are considered.

Landscaping efforts are planned and overseen by a landscape committee and a Board liaison to that committee. Common area landscape request forms are included in the GLEN ECHO twice each year. Residents may request removal or installation of shrubs or trees or offer to install shrubs or trees at their own expense.

Trees are an important part of the beauty of Fairlington Glen. Those in the common area belong to the Glen. Trees between the public streets and sidewalks and on the S. 36<sup>th</sup> and S. Stafford Street circle belong to Arlington County. The County trims the street trees and removes dead or fallen trees as necessary, replacing them with new trees.

The Board encourages all residents to water plants and trees near the buildings where they live to help protect our investment in common-area greenery. Water costs are covered by your condominium fee. Generally shrubs and trees need deep watering each week during hot, dry spells. We urge you to use a timer so that water does not drain into parking areas and storm drains.

### **SNOW REMOVAL**

The Council provides limited snow removal from parking areas and sidewalks. Contractors and on-site staff begin work as soon as is reasonably possible after significant snow accumulations. The Board encourages residents to contribute to snow removal in the areas around their units and parking spots. Ice-melt products are used on sidewalks and walkways to residences.

## TRASH AND RECYCLING

**Regular household trash** is picked up Monday through Saturday except Thanksgiving, Christmas, and New Year's Day. All trash should be in secured trash bags and put out by 8 am on weekdays and by 9 am on Saturdays. Trash should not be put out the night before. Under our trash contract, the following material is not allowed—dead animals, oil, paint, batteries, construction materials, manure, tree stumps, dirt, stones, rocks, concrete, bricks, poisons, dangerous acids, caustics, explosives, and other dangerous materials.

**Recycling** pickup is Wednesdays (except the three holidays). The contractor places recycling bins around the grounds on Tuesday. Recycle materials—mixed (colored and clear) glass, aluminum/metal cans, and plastic bottles should be placed in the bins before 8 am Wednesday. Newspapers, magazines, and recyclable paper and cardboard should either be bagged in paper bags or tied. Cardboard boxes should be broken down. These items should be placed next to the bins. Great detail on recycling may be found under “Recycling” in Chapter 4.

**Large trash, or bulk trash**, may be put out the first Saturday of each month. Bulk trash is that generated through the normal occupancy of the unit by the resident as a result of normal maintenance. Materials listed as not allowed under regular household trash apply here as well.

**Renovation/construction debris** is the responsibility of the owner and may not be left curbside. Such materials should be disposed of by the contractor or by the owner or resident if the work is not performed by a contractor.

**Hazardous wastes**, including paints, motor oil, household chemicals and other toxics, are unacceptable for curbside disposal. Arlington residents may call the county Water Pollution Control Plant at 703-228-6820 for information on disposal of toxic materials. Disposal at the plant, off South Glebe Road, is available Saturdays from 9 am to 3 pm. Construction debris is not accepted. The county holds recycling days twice a year, generally in April and October, for other household goods including televisions, computers, and bicycles.

## MAINTENANCE

On-site staff and contractors perform maintenance of common elements. Residents may report maintenance needs for common areas to the management agent.

The management agent oversees staff and contractors performing maintenance. A maintenance committee advises the Board on maintenance policies and practices. Maintenance needs are also reported monthly to the management agent by court representatives. Each court has a court representative and sometimes alternates who are members of a court representatives group. The court representatives group serves

as a forum for communication at the local court level and is also a communication link between co-owners, residents, and the Board.

Individual owners are responsible for unit repairs, for which they arrange their own contractors. There has occasionally been misunderstanding of the allocation of maintenance responsibilities between the condominium and co-owners. The Board has developed a chart showing which aspects are handled by the condominium and which are the responsibility of co-owners. This chart is in the Appendix as part of Policy Resolution 07-1. Please consult it for clarification of the mutual obligations of the Council and its co-owners.

## **GETTING INVOLVED**

Owners and residents are what make Fairlington Glen such a great place to live. Assessments pay for a management staff and maintenance but the Council relies on volunteers to create a community. Without your involvement there would be no Board of Directors, no community activities, and no self-government of a budget that is over a million dollars a year.

The Board invites all owners and residents to participate in Council activities. The president creates committees to help run the condominium's affairs. Committees facilitate decision-making by researching specific issues, providing a broad base of opinion, and recommending policies and actions to the Board.

Owners and residents interested in volunteering for a committee may contact a Board member or the committee chair. Contact names, phone numbers, and e-mail addresses are listed in the GLEN ECHO from time to time, are on the Website, and are posted on the bulletin board by the swimming pool.

In addition to the Council's standing committees, most of which have been described above, ad hoc task groups are created from time to time to advise the Board on special projects or concerns.

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## 4. GOOD NEIGHBOR POLICIES AND RULES

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Life in a condominium community requires cooperation and consideration. Please be considerate of your neighbors and talk to them if they are not considerate of you—they may not realize they're being inconsiderate. The following policies and rules are intended to delineate the overall responsibility of residents and protect the ability of residents to live in harmony with their neighbors. These policies and rules are derived from the association's governing documents as well as a common sense approach to harmonious community living. Any approvals given under these policies and rules by the Board are revocable, and these policies and rules may be amended or repealed by the Board.

Court representatives play an important role in encouraging adherence to good neighbor policies and rules discussed in this chapter. They are often able to resolve problems without involving the Board. If an individual owner is unable to resolve a violation on his or her own and needs to take the matter to the next level, the recommended approach includes:

**Gather the facts.** Be specific as to dates, times, and places. If you did not witness the violation, get a written statement from the person who did. Photos can be helpful.

**Cite the handbook rule or blanket variance violated,** unless the incident would be a clear violation. For example, “John Doe lets his dog run loose” or “Jane Doe planted an unauthorized tree” would be clear violations.

**Investigate the actions taken to resolve the issue without Board involvement.** If none were taken, say so, and explain why, if this would be helpful. For example: “I did not discuss with owner because he lives out of town, won't answer his phone, has proved unresponsive on other matters, etc.” If you explain merely that you feel uncomfortable dealing with the alleged violator, you need not say more. **Note:** your court representative might be able to resolve the matter without Board involvement.

**Write-up a report** (e-mail, hard-copy letter, etc.) on the above.

**Give your report to the Board's president** for consideration. If a violation of a variance may be involved, give a copy to the variance coordinator. The management company will usually not become involved unless the Board asks it to do so.

## ACCESS TO UNITS

**Emergency.** Management may need access to your unit, as provided by the bylaws. If you have provided emergency contact information to the management agent

we will make all reasonable efforts to contact you. If necessary, management may call a locksmith to gain entry.

**Non-emergency.** The Council will provide telephone or written notice of the need to enter your unit and will make arrangements with you or your tenant to gain access.

## **ANTENNAE AND SATELLITE DISHES**

Antennae and satellite dishes are permitted in the patio areas but they may not be attached to or hung from the exterior of the units or attached to any limited common property such as a patio fence. No portion of the antenna or satellite dish may appear above the horizontal plane of the top of the patio fence. Detailed requirements are contained in Policy Resolution 99-1 "Satellite Dish and Exterior Antenna" in the Appendix.

## **ARCHITECTURAL CHANGES/RENOVATIONS**

In general, alterations or additions to the common elements or unit exteriors, or structural alteration to the interior of a unit, require advance approval of the Board. From time to time the Board adopts blanket variances allowing owners to alter their units without approval of a variance request. These are noted throughout this chapter. When in doubt regarding the need for a variance, call the variance coordinator. A co-owner, not a tenant, may submit a variance request. Forms are available from the variance coordinator or on the website. The request must detail the proposal and, as necessary, provide scale drawings or engineer estimates. Additional information is provided in Chapter 5 on "Variance Rules and Procedures".

## **B-UNITS.**

**Common Front Door.** The common front door may not be left open since this is against the Arlington County Fire Code and has the potential to admit rodents.

**Common Hallway Mailbox.** Do not let "junk mail" accumulate in the common hallway since this can give the appearance to a potential burglar that people are not at home.

**Common Hallway Lights and Smoke Detectors.** If you notice a hallway light has burned out or is flickering, call the on-site staff, give the address, and state the location of the problem. If a smoke detector starts "chirping," the battery may need to be replaced. The on-site staff should be notified immediately. Do not remove the battery; it is against the law and puts you and your neighbors in danger.

**Common Hallway Smoking.** Smoking in the hallways is a fire hazard, leaves an unpleasant odor, will eventually stain the walls, and can create problems for those who are allergic to smoke. The Board strongly encourages smokers to either smoke inside their units or go outside to smoke. Please do not throw butts in common areas.

**Common Hallway and Basement Storage.** Only bicycles, tricycles, and baby carriages are allowed in the common hallways and basement, and only if all residents in the building agree and the items do not block access to exits. Some limit on the number of such items may be imposed. Nothing is to be affixed to hallway walls.

**Inside Common Hallway Door.** The common hallway door leading to the lower level is to be kept locked at all times. Every unit should have a key since upper unit residents may need to access their main water cut off which is located in the basement.

**Noise.** Noise can easily carry between upper and lower units. If you have a noise problem with a neighbor, the following suggestions should help alleviate it:

- Replace floor padding with heavy, sound absorbent padding.
- Replace carpeting with thicker carpeting.
- Put padding under washers and dryers.
- Line the front door frame with felt that has a gum backing to prevent the door from slamming.
- Use furniture and wall hangings to absorb noise.
- Take measures to ensure animals are not so loud as to create a disturbance to another unit.

Suggested procedures for dealing with a noise problem in order of action:

- Calmly talk to the other occupants.
- If not resolved and occupant is a renter, talk to the non-resident owner(s) or their managing agent.
- If not resolved, contact Board.
- If not resolved, call police.

## **CABLES AND OTHER EXTERIOR LINES**

Outside cables, wires, pipes, condensate and refrigerant lines, radon vents, and similar items shall be installed vertically only in the rear of the units and shall be disguised. See DOWNSPOUTS for more detail and limited exceptions.

## **CONDOMINIUM AND CO-OWNER RESPONSIBILITIES**

The operation of the Glen is governed by the master deed and the bylaws. The master deed provides that each of us owns virtually our entire unit except for the roof. The vertical boundaries are the plane of the outer surface of the exterior wall and the plane of the center line of the wall with a neighbor. The horizontal boundaries are the plane of the underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof (excluding roof shingles). The Council owns only the roof and drainage lines under the floor slab. Consistent with this division of ownership, a detailed allocation of responsibilities for maintenance and repairs is contained in Policy Resolution 07-1 "Condominium and Co-Owner Responsibilities" in the Appendix. In general the following applies:

- The Council is responsible for repair and replacement of the common elements such as paving of the common areas and roof repairs.
- The individual co-owner is responsible for the repair and maintenance of the unit and all physical items, accessories, and systems contained within the unit as defined above.
- The individual co-owner is responsible for maintaining the patio (limited common area); however, the Council has the right to inspect this area for compliance with Council regulations and require co-owner rectification of non-compliance.
- A co-owner shall reimburse the Council for any expenses incurred in repairing or replacing any common element damaged through his or her fault.

## **CONDUCT**

General rules of conduct by residents and employees to enhance the living experience in the Glen include the following:

- The greens and walkways in front of the units and the entranceways to the units shall not be obstructed so as to impede entrance to and exit from the units.
- No bicycles, scooters, baby carriages (or similar vehicles), toys, or other personal articles shall be allowed to stand in any of the common elements, except the common elements designated for these vehicles or articles.
- No resident shall make, allow, or permit any noxious or offensive conduct or noise that unreasonably interferes with the peaceful enjoyment of the Glen by the residents, or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners/residents.
- No shades, awnings, window guards, ventilators, fans, or air-conditioning devices shall be used in or about the buildings that extend beyond the vertical planes of the buildings or above the roof slates except such as shall have been approved in writing by the Board.
- A Glen employee is not to conduct personal business for co-owners or residents during the employee's normal work hours.

- Any damage to the buildings, recreational facilities, or other common elements or equipment caused by a co-owner or his or her tenants, guests, children, agents, or pets shall be repaired at the expense of the co-owner.
- Children and adults are encouraged to play in designated recreational areas. Activities having the potential to damage property, landscaping, grass, automobiles, fences, or buildings are forbidden.
- Complaints regarding the management of the units and grounds or actions of other co-owners that cannot be resolved among the affected co-owners shall be made in writing to the Board or the management agent.

## **CRIME PREVENTION**

All Glen residents should be vigilant regarding suspicious activities in our community. The police need to be aware of such activities in order to help us maintain security throughout the Glen. If you notice suspicious activities, you should call 703-558-2222 if it is not an emergency or 911 if it appears to be an emergency. Both of these numbers are answered 24 hours a day. All residents are encouraged to help deter criminal activity including:

- Keep front and back porch lights on when it is dark.
- Be aware of your environment and report suspicious persons or incidents to the police or management.
- Report non-functioning lights on the property to the on-site staff.
- Don't store valuable belongings in your vehicle where they can be seen. Use a steering wheel theft prevention device on the driver's wheel.
- Stop newspaper and mail delivery or have a neighbor pick up papers or packages when you are out of town. Leave a phone number with a neighbor.

## **DOORS**

**Exterior Door Painting** (Blanket variance). The Council paints all exterior doors on a four-year cycle concurrent with the overall painting of the Courts. Co-owners may paint the exterior doors of the units if one of the approved standard colors is used (does not apply to B-Unit interior doors where the colors are determined by the Board as part of the B-Unit decorating policy). Where units share a double entrance, the adjacent door must be painted the same color and the affected neighbors are responsible for coming to an agreement on the common color. If you want to purchase any of the approved standard colors for your own use, the on-site staff can provide you with the appropriate information on the color mix.

**Exterior Door Hardware** (Blanket variance). Exterior door knobs, knockers, and mail slot covers may be replaced providing they are brass and not of unusual form, size,

or style (a colonial appearance is desirable). Lever door handles may replace traditional door knobs.

**Storm/screen Doors** (Blanket variance). Co-owners may install or replace storm/screen doors on the exteriors of their units if the following conditions are met:

- Maintenance of the storm/screen door shall be the responsibility of the co-owner. Failure to maintain the door in good repair will result in a request to remove or repair the door. If the co-owner does not honor the request, an agent of the Board will remove the door and the co-owner will be assessed.
- Storm/screen doors must be white and made of aluminum/vinyl/fiberglass and glass. Non-white doors existing as of February 1997 were grandfathered; however, when these doors are replaced, they must be replaced with a white aluminum/vinyl/fiberglass and glass storm/screen door.
- Co-owners in a double entrance are encouraged to select the same style storm/screen doors.

## **DOWNSPOUTS, FALSE**

Outside wires, cables, pipes, condensate and refrigerant lines, radon vents, and similar items are to be covered by false downspouts matching the size, profile, and color of the real downspouts.

- False downspouts must be located at the rear of the unit; however, an exception may be granted for radon vents.
- False downspouts shall be vertical without bends or angles, shall extend to the roofline, and shall terminate at the eave or top of the existing gutter in order to look like a downspout
- False downspouts are to be grouped next to each other so that there is not a series of downspouts running down the rear of the unit.
- A variance request, including a sketch illustrating where the downspout is to be located, will be submitted to the variance coordinator and approved by the Board before installation.

## **ELECTRICAL OUTLETS (BLANKET VARIANCE)**

Electrical outlets may be installed on the exterior rear wall below the patio fence line provided that they conform to electrical code requirements of Arlington County.

## **FANS, VENTILATING (BLANKET VARIANCE)**

Interior installation of ventilating fans using existing holes and existing outside vents is permitted.

## **FENCES**

The Glen repairs and replaces fences as needed. Co-owners are responsible for the expense of repairing damage caused by excessive wear and tear and by circumstances within the co-owner's control. Residents shall not paint the inside or outside of fences, attach sheds to the fence, hook planters over the top ledge of the fence, or drape items over the fence.

## **FIRE LANES**

Fire lanes are marked in yellow. No parking is permitted in these areas.

## **FLAG DISPLAY (BLANKET VARIANCE)**

The U.S. national flag is normally the only flag that may be affixed to the unit. Flags of other nations may be displayed on their national holidays or other special occasions. Flags should be of a reasonable size and U.S. flag protocol shall be observed. Flags shall not be worn out or tattered. When no longer fit for display, flags should be replaced and destroyed in a dignified way, preferably by burning

## **HEATING AND AIR CONDITIONING LINES**

See Downspout policy.

## **LANDSCAPING IN COMMON AREAS**

**Approved Plantings.** (Blanket variance) Co-owners may plant annual or perennial type blooming plants (excluding vegetables, fruits, mint, bamboo) within common original front or side beds, provided the borders of the bed are not extended; however, the Board reserves the right to request the removal of any plants which are not maintained according to the landscape contractor's standards. In addition, if the ground immediately adjacent to the rear of a unit's fence has a significant slope, a

ground cover may be planted in this area in order to reduce erosion so long as the ground cover remains clear of the fence.

**Other Plantings.** Any owner wishing to plant flowers, trees, or shrubs other than those mentioned above inside or outside of existing beds must submit a variance request. Once a variance has been granted, it is the co-owner's responsibility to maintain the plantings and bed (e.g., pruning, weeding). If the variance is not properly maintained, the Board may revoke the variance and have the bed returned to its original state at the co-owner's expense. Common area trees are maintained by the Glen; please do not try to prune them yourself. Also, please help protect them by not allowing children to use them for recreation by climbing on them or attaching swings to them. See Chapter 5 for variance rules and procedures relating to landscaping.

**Containers/hanging Plants** (Blanket variance). Co-owners may plant flowers or small shrubs in containers, such as tubs, pots, or hanging baskets, provided:

- The container does not obstruct front access in or out of the units.
- The planting is carefully maintained, with regular attention to watering, etc., and is not permitted to become unsightly.
- Any hanging plant in the rear of a unit is below the fence line, except for those hanging from rear canopies.
- Planters are not hooked over the top of the fence.
- Pots, trellises, or any other structures are not placed in any common plant beds.

**Plant Bed Edging.** In general there is to be no edging around the plant beds other than that provided by the Glen's landscape contractor. The contractor cuts the plant beds to delineate them from the lawn area and to prevent damage to flowers by mowers. The Board realizes that edging in the rear, side, and fronts of units may be required in some cases such as when the co-owner wants to build up the plant bed with a better quality soil or when a retainer is needed on a sloping area. In these cases, the co-owner must obtain a variance and use the following edging materials:

- Red brick (without holes) of the same color and character as that of the Fairlington Glen buildings,
- 4"x 4" pressure treated landscaping timbers that may be stained red or left in a natural state.

All edging must be maintained in good repair and must not interfere with lawn maintenance.

**Red Reflectors.** A red reflector in the front bed of a unit tells the landscape contractor not to prune the shrubs. Routine mulching and weeding is still done by the contractor. If the co-owner or his/her agent fails to prune the shrubs or maintain the other plantings in a way acceptable to the landscape committee, the cost of having them cared for by the landscape contractor will be assessed to the co-owner.

**Vines.** No vines or plants with vine-like qualities (Virginia Creeper, Boston ivy, English ivy, Euonymus, Wisteria, Climbing Hydrangea, or Trumpet Vines) will be allowed on building facades and fences.

## LEASING YOUR UNIT

Owners are responsible for the actions of their household members, tenants, guests, invitees, employees, and agents. Any lease or rental agreement for a unit must be in writing and must require that the tenants abide by the master deed, bylaws, and the policies and rules in this handbook. Detailed requirements are contained in Policy Resolution 97-1 "Unit Leasing" in the Appendix.

## LIGHTING FIXTURES, EXTERIOR

**Back Porch Light.** Back porch light fixture maintenance and repair is the responsibility of the co-owner. Jelly jar or black carriage-style fixtures of a colonial style should be used.

**Front Porch Light** (Blanket variance). Front porch light fixture maintenance and repair is the responsibility of the co-owner. The front porch light is a "black ceiling light fixture with glass" and measures approximately 5" high and 7 1/2" square. The fixture houses one light bulb. This permits a front porch light fixture that would allow a storm door to open freely. Shared entrances should have matching fixtures.

**Courtyard Lights.** The Council maintains the courtyard lights. Residents are requested to inform management of non-operating lights.

## NOISE

Residents shall not make or permit any noises that will disturb or annoy the occupants of any units or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents, particularly during nighttime hours, 10 pm to 8 am. Construction renovation is prohibited generally from 6 pm to 8 am. Residents shall also avoid excessive noise during activities in the common areas (e.g. recreational activities) so as not to inconvenience their neighbors.

## PARKING

A vehicle belonging to any resident or family member, guest, tenant, or employee shall not be parked such that it impedes or prevents ready access to another parking space, and all of the above individuals will obey posted parking regulations. New residents

should contact the management agent regarding assignment of parking spaces and towing procedures.

- Each unit is assigned one parking space and all assigned spaces are marked "RESERVED." A master list is kept by the management agent.
- Unassigned spaces are marked "VISITOR" and are available on a first-come, first-served basis.
- Parking is restricted to lined spaces only; parking is not allowed in court entrances, in fire lanes, or on lawns and sidewalks.
- Double parking of one vehicle directly behind another is not allowed.
- No inoperable, junk, unregistered, or unlicensed vehicle and no house trailer, recreation vehicle, boat, boating equipment, travel trailer, camping vehicle, camping equipment, or vehicle used primarily for commercial or industrial purposes shall be kept anywhere on the property.
- Portable storage containers may be located in designated parking areas for a limited period of time so long as they do not interfere with access to parking spaces by other residents.
- Vehicles parked in courts should not exceed 20 feet in length and should not exceed the space inside the marked lines in width.
- Only minor repairs may be performed on vehicles parked in the courts. Repairs are not allowed if they leave an oily deposit, damage the paving, or result in the vehicle being left disassembled or on blocks overnight.
- All residents must advise visitors and repair/delivery people of the parking policy.
- Residents should maintain a spirit of cooperation and communication within the court to deal with infractions of the policy.
- Each resident has the authority to have a vehicle towed from only the unit's assigned parking space if a code word is on file with the management agent and towing company.
- The Board and the management agent have the authority to have a vehicle towed from the court entrances, fire lanes, and other common area of the Glen, or to have any vehicle towed that impedes the normal operations of the condominium.
- Call the Arlington Police to report violations regarding street parking.

## **PATIOS**

Co-owners and residents must keep the patio area clean, neat, orderly, and free from obstructions or accumulation of personal property other than patio furniture. The Glen assumes no liability for loss or damage to articles stored in or on the patios and is not responsible for damage to anything built, placed, or planted in the patio area except when such damage was caused by the gross negligence of Glen employees and/or contractors performing maintenance.

**Landscaping Within Patios.** Co-owners may landscape within their fenced enclosures provided it does not impact adjacent units and does not violate any Glen policy. Patio trees are the responsibility of the co-owner and should be kept trimmed so as not to impinge on roofs, gutters, or neighbors. If a new tree is planted, it shall be of a type that is appropriate to small areas.

**Patio Structures** (Blanket variance). No structures shall be placed or constructed inside the patios that exceed the height of patio fences, and structures may not be attached to patio fences. Table umbrellas, trees, and shrubs may exceed the fence height. Hanging plants must be below the fence line except those hanging from rear door canopies.

**Underground Drainage.** It is the responsibility of the co-owner or resident to monitor and keep underground drainage devices attached to the downspouts in the patio areas clear. Failure to do so may result in a back-up in your unit or a neighbor's, and any resulting damages are at the co-owner's or resident's expense.

**Vines.** Vines or plants may be placed on trellises within the patio area. Trellises are not to exceed fence height. Vines are not permitted on buildings or fences.

## **PEST CONTROL**

The Council is responsible for treating all areas external to the units for pest infestations. The co-owner is responsible for treating the interior of the unit against pests and for any damages inside the unit. Residents should dispose of pet food and litter promptly, in both the common areas and in patios, and store trash and garbage on the patio in a closed receptacle if necessary. If an exterior pest problem exists, please call the maintenance office.

## **PETS**

**Responsibilities of Pet Owners.** All pet owners must abide by Glen policy and Arlington County regulations concerning pets, including required vaccinations and licensing. Both a rabies vaccination tag and a County dog license tag must be secured on a dog's collar at all times. A copy of Arlington County's regulations governing animal welfare may be obtained from the Department of Animal Control. All owners have sole legal and financial responsibility for the behavior of their pets.

Pet owners (or their agents) must clean up after their dogs at all times. Dog waste should be deposited with trash or in trash cans located in the Glen. Dog waste should never be dumped into a storm sewer because it then enters untreated into streams and rivers.

Pet owners must not allow their pets to make noise on a continuous or even frequent basis.

When taken outdoors, dogs are to be kept on a leash at all times. Dogs are not permitted to run at large except at designated "off-leash" dog exercise areas located in Arlington County. The closest dog exercise area to the Glen is at Utah Field.

**How to Handle a Pet-Related Complaint.** A Glen resident who has a complaint regarding a pet's behavior may always call an Arlington Animal Control Officer. However, the following procedures are recommended as a start:

- For minor offenses such as excessive noise, a dog running off leash or an owner not cleaning up, either talk to the pet owner or request that your court representative mediate the matter. If this fails, contact the management agent who will send a letter to the pet owner. If the offense continues, the management agent will notify the Board which may hold a covenants hearing.
- An Arlington County Animal Control Officer should be contacted immediately if an animal appears rabid, a dog inflicts serious injury to a person, or a dog appears lost.

## **PIPES WITHIN UNITS**

Co-owners are responsible for all pipes within their units including those that pass through their units but serve other units. Burst pipes are the co-owner's responsibility. During winter months, residents should shut off water to outside faucets, remove hoses and open outside spigots, and set thermostats no lower than 55 degrees to protect indoor pipes. In all but the B units the front water spigot turnoff is typically located above the water heater and the back water spigot turnoff is under the kitchen sink. Lower B unit apartment front and back water spigot turnoffs are in the laundry room above the water heater.

## **PLUMBING REPAIRS**

Plumbing repairs, such as replacing the main water cutoff valve in your home, may require shutting off the main water valve to your entire court. Arlington County must handle the shut off and must be called by a representative of the Glen. Please inform the on-site staff a week in advance of the work, if possible, though that is not always needed. Take them a check for \$25, payable to Fairlington Glen, as that is what the County charges us for each shut off. Please schedule the work between 9 am and 3 pm so that your neighbors can get off to work and our staff is still here to call the County for water turn on at completion of work. Except in emergencies, we want to give residents at least 48 hours notice of a water shutoff. The on-site staff will put a notice at the door

of each affected residence once a date and time have been coordinated with you and your plumber.

## RECYCLING

Materials for recycling should be placed in the containers at the entrance to each court on Tuesday afternoon or before 8:00 am on Wednesday. Materials to be placed in the containers include glass, aluminum or “tin”, and plastic bottles and do not have to be sorted. Paper and broken down corrugated cardboard boxes should be placed at the same area. Recyclable and non-recyclable materials are as follows:

- **Glass.** Recyclable items include clear, brown or green glass bottles and jars, rinsed clean, with lids and caps removed and discarded. Non-recyclable material includes ceramics, dishes, crystal and drinking glasses, mirror or window glass, and light bulbs.
- **Aluminum & Tin.** Recyclable items include all types of metal food and beverage cans, including pet food cans. Rinse clean and crush flat, if possible, to reduce volume in the bins. Non-recyclable material includes jar lids, foil items, and other metal items of any sort.
- **Plastic.** Recyclable items include plastic bottles and jugs with necks labeled 1 or 2 inside the recycling symbol (e.g. milk and laundry detergent jugs, soda bottles, and water bottles). Rinse clean and crush to the extent possible. Non-recyclable material includes plastic grocery bags; styrofoam and plastic deli, salad, fruit, and vegetable containers; meat trays; yogurt containers; plastic or styrofoam frozen food trays; prescription bottles; margarine tubs and all types of packaging materials such as peanuts and bubble wrap. Clean peanut and bubble wrap may be taken to the UPS store in Shirlington for reuse by them. Items coded with numbers 3 through 7 are not recyclable at this time.
- **Paper.** Recyclable items include clean newspapers, inserts, catalogs, junk mail, magazines, paper bags, computer paper, telephones books, and paperboard boxes (e.g., cereal, cracker, and tissue) flattened and not contaminated by food. Plastic wrappings and wax paper inserts should be discarded. All paper items must be contained securely in paper bags or tied with string, so they do not blow away. Moving and other large boxes must be flattened. Non-recyclable items include paper cups and plates, pizza boxes, and any other paper products contaminated by food.

Additional material that is not appropriate for recycling includes containers that hold or held toxic or hazardous materials such as motor oil and paint, rocks or soil from back yards, and car and household batteries. See also the section on “Trash and Recycling” in Chapter 3.

## SELLING YOUR UNIT

As a seller, you are required by law to provide to the buyer a certificate of resale, which the management agent prepares for a fee. The resale packet includes statements concerning your assessment account, your unit, association finances and insurance, and copies of the condominium declaration and bylaws. You or your real estate broker should contact the management agent when you are preparing to sell. Resale packets are good only for 60 days.

## SEWERS

The Council is responsible for maintenance of sewer lines underground and under the concrete basement slab of buildings. Units in each building share a single sewer lateral to the County sewer line. A blockage most frequently occurs in the unit in each building that has the low basement (sometimes erroneously referred to as a “high ceiling”).

Everything water borne in a building, whether from sink, bathtub, washing machines, or toilets, exits the building through the single sewer lateral. This means we need to be careful what we put down our garbage disposals and in our toilets. The rule of thumb in Fairlington is “less is more” when using a garbage disposal. Please use your disposal only for bits of food left when working at the sink. Our plumbing systems were not originally designed for garbage disposals which were retrofitted in the 1970’s onto a system built during the Second World War. Use the toilets only for human waste and toilet tissue. Please do **not** put the following items in toilets and sinks. This list is illustrative. If in doubt, place items in the regular trash.

Toilets: tampons, sanitary napkins, condoms, large wads of toilet paper, disposable diapers, baby wipes, napkins, tissues, dental floss, or pet waste and litter.

Sinks: celery, onions, pulpy fruits, grease, pasta, rice, coffee grounds, corn husks, potato peels, shrimp shells, bones, caulk, paint.

Over the years, Fairlington Glen has replaced or relined almost half of its sewer laterals and by the end of 2009 plans to reline all remaining laterals. As laterals are replaced or relined, they normally will not need to be treated with root kill or snaked for roots. Backups will never be entirely eliminated, but with care can be significantly reduced in number.

If you should experience a sewer back-up, call the management company’s 24-hour emergency number 866-370-2989. Ask neighbors in your building to use as little water as possible until the line is cleared. The management company will send the on-site staff or a contractor to inspect and correct the situation.

If requested, the Council will assist a resident at the time of a sewer back up by:

- Providing a water vac or blowers.

- Providing for rug sanitizing and cleaning.
- Assisting in moving equipment and furniture away from the affected area and returning equipment and furniture after the carpets have dried or been removed.
- Cleaning and sanitizing affected tiled areas.
- Arranging for rental of dehumidifiers to aid drying.

Beyond those immediate costs, the resident and/or owner is responsible for other costs. All owners and residents are advised to obtain sewer backup insurance.

## **SIDEWALK ART/GAMES/GRAFFITI**

No paint or other permanent marks are allowed in or on any common areas in the Glen including, but not limited to, the athletic courts, buildings, fences, and sidewalks. Chalk should be used in great moderation, and should not be used on any recreation facility.

## **SIGNS (BLANKET VARIANCE)**

No sign, notice or advertisement, other than those listed below, shall be inscribed or exposed on or at any window or other part of the unit or the common or limited common elements, without approval in writing by the Board, nor shall anything be projected out of any window without similar approval.

### **Real Estate Signs**

- Realtor or co-owner sale, rental, and lease signs shall be no larger than 24" x 36". No more than one outside sign shall be installed in the common area and in close proximity to the unit affected.
- No "post" signs (e.g., 4" x 4" post with cross bars) are allowed.
- A sale, rental, or lease sign may be placed in one window of a Braddock unit provided the sign is no larger than 24" x 36". No other units may post such signs in windows.
- No signs shall be placed on trees, porches, fences, or on the traffic islands at S. Stafford/36th Streets and S. Utah/36th Streets.
- Direction signs for open houses may be placed from sundown on Friday to sundown on Sunday and legal holidays, and may be placed between the street curb and the county sidewalks (if any). They must be no larger than 24" x 36".
- No more than one sign for each real estate agency shall be placed at any court entrance and shall not obstruct the vision of vehicular traffic.

**"Yard" Sale Signs.** Restrictions on yard sale signs are identical to those shown above for real estate signs.

**Safety and Security.** The following official information signs may be displayed on or about units:

- Security system signs
- Police department "Operation Identification" signs
- Fire and rescue signs, including emergency preparedness signs

**Other.** Holiday, seasonal, and special occasion decorations shall be permitted on unit window sills, on doors, or in close proximity to the unit, as long as they are removed within a reasonable period of time after the event has occurred. Political signs are not deemed to be holiday, seasonal, or special occasion decorations and are not permitted in the common areas; however, a single political sign per unit may be displayed in a window for 31 days before an election and must be removed within 5 days after an election.

## **TRASH**

Household trash is collected six days per week, Monday through Saturday, from porch steps. Trash must be secured in plastic bags and placed on the porch steps by 8 am weekdays and 9 am Saturdays. Trash is not to be put out the night before. There will be no trash collection on New Year's Day, Thanksgiving, and Christmas Day. Large items are collected on the first Saturday of each month and should be placed before 9 am at the entrance to your court by the court sign, but not at the base of our large trees and their roots. See the section on trash and recycling in Chapter 3.

## **USE OF UNITS**

All units shall be used for residential purposes only. Home offices are allowed if such use does not negatively impact traffic, parking, or similar concerns. Certain other professional uses may be allowed if a variance has been granted and if such use does not negatively impact traffic, parking, or similar concerns. Units may not be leased for transient or short-term purposes. Units may not be used to carry on a noxious or offensive activity.

## **VEHICLE REGISTRATION**

Virginia law requires residents to register their vehicles within 60 days of moving to or within the Commonwealth.

## **VIOLATIONS**

Under the Virginia Condominium Act, residents found in violation of association policies may be assessed penalties of \$50 plus \$10 a day for continuing violations for a period of up to 90 days.

### **WATER SEEPAGE OR FLOODING**

Water coming in through walls, windows, or sewer back-ups is a co-owner responsibility. See "Sewers" for limited exception.

### **WATERING**

We need the help of all residents to keep our plants and trees healthy throughout the growing season by watering. Please take responsibility for the areas in the front and rear of your residence and for common areas nearest your residence. During hot, dry summer periods shrubs and small trees should be watered once a week for up to two hours. Approximately one inch of water should be applied during each watering. This can be measured by placing cans around the area being watered by your sprinkler. Overwatering and light, frequent watering can damage plants. Please do not water during the hottest part of the day. Water early in the morning or after 6 pm. Lawns do not need to be watered unless newly planted.

### **WINDOWS**

**Air Conditioners and Fans** (Blanket variance). Window fans may be used where they do not protrude beyond the plane that would ordinarily be occupied by a normally installed screen and are to be taken out when not in use. Window air conditioners are prohibited.

**Replacement** (Blanket variance). Co-owners are authorized to replace windows in their units. Replacement windows must be aluminum or vinyl with white trim, double (minimum) paneled glass, and a "six-over-six" pane pattern formed by grid bars approximately 3/4 inches wide, consistent with the appearance of typical Fairlington windows. Co-owners are encouraged to have the frame and sill of the window covered with aluminum or vinyl as well.

**Well Covers** (Blanket variance). Flat Plexiglas cut to window well shape and used in conjunction with grates may be used to divert water running into window wells. Bubbles over window wells are not permitted.

**Well Grates.** Repair and/or replacement of window well grates in the rear of a unit is the co-owner's responsibility.

**Other.** No tape, flexible plastic material, or any other material is to be affixed to the outside of the windows.

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## 5. VARIANCE RULES AND PROCEDURES

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### GENERAL

In a condominium, alterations or additions to the common elements or unit exteriors or structural alterations to the interior of a unit generally require advance approval of the Board. From time to time the Board adopts blanket variances allowing owners to alter their units without Board approval of a variance request. When in doubt regarding the need for a variance, call the variance coordinator. A co-owner, not a tenant, may submit a variance request. Forms are available on the Glen website at [www.fairlington.org/glenindex.htm](http://www.fairlington.org/glenindex.htm). The request must detail the proposal and, as necessary, provide scale drawings or engineer estimates.

Variance requirements are discussed in detail in the Master Deed (Article 26) and bylaws (Article VI, Section 3(b)). The Board has the right to require the co-owner to correct or remove a modification that does not meet these requirements or those stated in this handbook at the co-owner's expense. In addition, Virginia condominium law requires condominium associations to declare that any improvements or alterations made to the unit by the seller are not in violation of the condominium instruments. A co-owner's failure to obtain necessary variances may delay the sale of the unit.

### REQUIRED VARIANCES

Variances are required for significant modifications to the interior structure of your unit and the appearance of the unit exterior. The examples shown below are not all-inclusive. When in doubt, err on the side of caution and submit a variance request. It is the responsibility of a co-owner also to obtain appropriate Arlington County permits and inspections if required.

**Unit Interior Structural Modifications.** A variance is required when a co-owner wants to make structural modifications to the unit's interior. Examples of such modifications are:

- Remove or install a load-bearing wall.
- Create a room(s) in the attic.
- Add a bathroom.
- Install pull-down stairs to attic that cause a beam to be cut.
- Install a skylight.
- Significant modifications to electrical and plumbing systems.

**Unit Exterior Appearance.** A variance is required when a co-owner wants to change and/or vary the unit's exterior appearance. Examples of such modifications are:

- Install different style doors in the kitchen.
- Install French doors in the dining room.
- Install plantings in or beyond existing flower beds.
- Install visible alarm systems.
- Install antennae and satellite dishes.
- Install outside wires, cables, pipes, condensate and refrigerant lines, radon vents, and similar items.
- Relocate exterior canopy at rear of unit (typically in connection with French doors in dining room).
- Install safety bars on window wells.

## **BLANKET VARIANCES**

The Board has approved several “blanket” variances in order to remove the need for an individual variance. These blanket variances are described in Chapter 4 above and are listed below. Each of these blanket variances has specific requirements and limitations which should be referred to in Chapter 4.

- Doors, exterior door painting
- Doors, exterior door hardware
- Doors, storm/screen
- Electrical outlets, exterior
- Fans, Ventilating
- Flag display
- Landscaping in common areas
- Landscaping, containers/hanging plants
- Lighting fixtures, exterior
- Patio structures
- Signs
- Window fans
- Window well covers
- Windows, replacement

## **REQUESTING A VARIANCE**

**Overview.** All requested variances shall be submitted in writing using the variance request form which is available on the Glen website using the link on the Fairlington Glen Documents page ([www.fairlington.org/glendocuments.htm](http://www.fairlington.org/glendocuments.htm) ). All variance requests should include plans and specifications that are fully descriptive of the work to be undertaken, comments of affected neighbors when appropriate, and copies of appropriate Arlington County permits.

The variance request form should be addressed to the variance coordinator. It is the requestor's responsibility to prove delivery of the variance request.

**Landscape.** All plantings in the common areas must:

- Comply with all regulations set forth in this handbook.
- Be compatible with the landscape design of the Glen.
- Be appropriate to this climate.
- Not impede the normal Glen grounds maintenance (e.g. mowing, snow removal).

Include the following information (if applicable) with the variance request:

- Location of change, proposed plantings, and current dimensions of the bed along with any proposed change in size.
- Sketch of plantings in the proposed area including fences and existing greenery with distances noted.
- Confirmation by Miss Utility and/or cable TV company that plantings will not interfere with utility lines or cable wires.
- Plan for watering, fertilizing, pruning, etc.

Any variance approved for the common areas is not permanent and may later be modified or withdrawn by the Board because of community needs.

## **VARIANCE APPROVAL**

Each variance request is reviewed by the variance coordinator who will, within 45 days of receipt, take one of the following actions:

- Recommend approval of the request by the Board.
- Return the request to the co-owner for more information.
- Deny the request.

Upon receipt of a recommendation from the variance coordinator the Board will, within 45 days of receipt (generally at the next scheduled Board meeting), take one of the following actions in writing.

- Grant the request as submitted.
- Grant the request subject to adjustments.
- Grant the request subject to receipt of a building permit.
- Deny the request (may include denial pending further Board review).

The Board's decision is not final until signed by a representative of the Board. The requestor may want to attend the Board meeting so that any questions or concerns that might arise can be resolved without further delay of the variance decision. The Board has final authority to approve or deny variance requests. The decision reached by the

Board will be based on the individual merits of the specific request or proposal under consideration and each case will be considered separately. While precedent will be considered as a guide, it will not be the determinant when the common interest would be better served by an exception.

In the event a variance request is denied by the variance coordinator or the Board, the requestor may appeal that denial within 15 days of receipt of the decision. The appeal must be in writing and delivered to any Board member with receipt requested. The appeal will then be placed on the agenda of the next Board meeting and the co-owner notified of the meeting date. The Board shall consider the appeal as if it were a new variance request and shall then advise the co-owner of its resolution in writing by certified mail, return receipt requested, or hand delivery.

## **VARIANCE ENFORCEMENT AND RECORDS**

Residents should inform their court representative, the variance coordinator, a Board member, or the management agent of any unauthorized and/or non-conforming conditions subject to these variance procedures. The management agent will then be requested to send a notice to the non-compliant co-owner by certified mail or hand delivery. This notice shall describe the unauthorized and non-conforming condition and require the co-owner, within 15 days, to:

- Correct the unauthorized and non-conforming condition, or
- Request a variance if one has not been requested and denied for the unauthorized and non-conforming condition within the past year (this request does not ensure approval of a variance).

If the co-owner fails to correct the non-conforming condition or request a variance within the 15 days the Board may take such action, consistent with the Master Deed and the bylaws, as is necessary to correct the situation.

The management agent shall keep records of all variances that have been granted. This record shall be the basis for enforcement of variances rules. Variances convey with the unit. A new unit co-owner must maintain a landscaping variance or restore it to its original state.

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## 6. RECREATIONAL FACILITIES

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### GENERAL

Fairlington Glen has a swimming pool, tot lot (playground), four tennis courts, and a basketball court which are for the exclusive use of Glen residents and their guests. Rules and regulations for these facilities are described in this chapter. Any question related to these rules and regulations should be directed to the applicable committee chairperson.

Recreation passes are necessary for the use of these facilities. Each year an application for recreation passes is provided in the GLEN ECHO. Recreation passes will be issued to members of the co-owner's or renter's household who are 12 years old and above or, if desired, a single family pass. Recreation passes for co-owners will have no expiration date and new passes will need to be requested only if a family member has recently turned 12 and individual passes are desired, or if passes have been lost (a charge will be assessed for replacing lost passes). Renters must reapply for recreation passes each year.

Any Glen resident who observes a violation of the rules and regulations described below should call the attention of the violator to the rules and ask that he or she observe them. Such requests should be made as politely as possible. Any refusal to comply should be reported to the appropriate committee chairperson. The cost of any damage to the recreational facilities by a resident or his/her children and guest(s) will be charged to the resident.

### SWIMMING POOL

**Management.** A recognized professional swimming pool management service has been delegated the responsibility for safety, maintenance, order, and cleanliness around the pool area. The firm will be in full charge of the pool at all times when the pool is open. It is responsible for supervision of its operating staff and for enforcement of the rules and regulations.

Two licensed and qualified lifeguards should be on duty whenever the pool is open. The lifeguards' major responsibilities shall be guarding, monitoring pool admittance, and enforcing the rules and regulations. The lifeguards shall not serve as baby-sitters and shall not provide private services (such as swimming lessons) to individual residents while on duty. The lifeguards are not responsible for supervising the baby pool, but do perform baby pool clean-up and maintenance.

**Enforcement.** Children and adults are expected to show the pool staff proper respect and cooperation at all times. Parents are requested to instruct their children to observe

all rules, obey the instructions of the pool manager and other pool employees, and not to enter the pool enclosure by climbing the pool fence or using the maintenance gate at any time. The pool staff shall take such action as deemed necessary for the safe and orderly operation of the pool facilities. The pool manager (or his designees, the lifeguards) shall have the authority to suspend pool privileges for a period of one day. For good and sufficient cause, the manager may recommend to the pool committee suspensions for periods longer than one day.

**Identification.** A resident's recreation pass must be brought to the pool each time the resident uses the pool.

**Hours.** The regular pool season will be from the first day of Memorial Day weekend to the last day of the Labor Day weekend. Pool hours are determined each year by the pool committee and may vary in response to changing demand as evidenced by usage. Hours for each pool season, as well as any special programs, will be published in the GLEN ECHO newsletter.

**Guests.** Control of guest usage of a private pool prevents overcrowding. The following rules are designed for this purpose.

- Each household will be permitted to bring up to four guests, who must be accompanied by a Glen resident 16 years of age or older with a current recreation pass. Residents aged 8-15 may bring one guest (8 years or older) to the pool unaccompanied by an adult at the discretion of the lifeguard. (The guest, upon request, must pass a lifeguard-conducted swim test.) The guest(s) must sign a guest register.
- House guests, i.e., those guests staying with a Fairlington resident for a longer period of time than a day or two, may be admitted to the pool on presentation of the host's recreation pass if not accompanied by the host. The house guest(s) should be introduced to the pool staff by the resident. House guests between the ages of 8 and 16 years of age may use the pool unescorted at the discretion of the pool manager, upon presentation of the host's recreation pass. House guests under 8 years of age must be accompanied at all times by a person 16 years of age or older, who shall be responsible for and supervise them.
- The pool manager or lifeguards may, at his or their discretion, restrict or suspend guest privileges to prevent overcrowding.
- Guests are subject to the same rules and regulations as residents.
- All residents shall sign in and out on a daily log with names of any guests and times of entry and exit noted.

**Health.** Swimmers are encouraged to take showers before entering the pool. It is especially important to remove suntan lotion and oils which cause the pool to become murky on hot days. Spitting, spouting of water, or blowing of nose in pool is prohibited at all times. Babies who are not potty trained must wear plastic pants over diapers in both pools. All injuries occurring on the premises must be immediately reported to the pool management. Enforcement of health rules shall be the responsibility of the pool

management. When necessary to call for medical help, any charges incurred shall be paid by the individual concerned.

## **Safety**

- Running, "speed walking," pushing, acrobatics, wrestling, or causing undue disturbances in or about the pool are not allowed. Lifeguard discretion and direction regarding "games" in the pool prevails.
- Glass containers of any type are not allowed in the pool enclosure.
- Smoking will not be permitted in rest rooms. Smokers will be required to use ashtrays to discard smoking materials.
- Children who are not yet 8 years old shall not be permitted within the pool enclosure unless accompanied by a person 16 years or older, who shall be responsible for and supervise the children. Children who cannot swim are not permitted to be on the deck along the deep end unless accompanied by and under the close supervision of a person (not a lifeguard) 16 years of age or older.
- In order to swim in the deep end (diving well), children under age 13 must pass a swim test administered by the life guards.
- No tricycles, bicycles, big wheels, wagons, scooters, skateboards, or other riding toys or devices are allowed in the pool enclosure (even to park).
- Use of the baby pool shall be limited to children through age 6, even during hourly breaks. Supervision of children in the baby pool shall not be the responsibility of the lifeguards, but shall be maintained by a responsible person 16 years of age or older accompanying them. Children shall not be left unattended.
- A person 16 years or older must supervise small children at the pool even if they are wearing floats.

## **General**

- No pets will be allowed in/on the pool premises other than at the end of the closing pool party
- Lap swimmers have priority use of lap lanes at all times
- The presence of intoxicated persons anywhere within the pool premises is prohibited.
- Lifeguards will clear the pool of children under 16 years of age for fifteen minutes each hour starting fifteen minutes to the hour.
- Game playing and use of flotation devices in the pool shall be at the discretion of the lifeguards. When games are in progress, the guards may close the deep end and open it to lap swimmers.
- Audio equipment and musical instruments should be moderated in consideration of other pool users.
- Group or private swimming lessons may be arranged through the pool manager.
- Residents and guests will respect the pool equipment and furniture which

have been provided for their enjoyment and comfort. Chairs should be covered with towels when using suntan lotion and oils to prevent deterioration of the plastic webbing.

- Food may only be consumed in the designated area within the pool enclosure.
- Beverages in nonbreakable containers are permitted in the pool area but not in the pool. Trash must be deposited in receptacles provided.
- Obvious consumption of alcoholic beverages is prohibited except at special events approved by the Board (e.g. wine tastings, closing pool party).
- Situations arising which are not covered specifically by any rule or regulation herein will be handled at the discretion of the Pool Manager or the lifeguard in charge and will be reported to the Pool Committee.

## **Parties**

**Private Parties.** Recreation passholders may reserve the pool for private parties between 9:00 pm - 11:00 pm on Monday - Saturday. Parties will be limited to two parties per week. The pool calendar will be posted at the pool. Requests for parties should be directed to the pool committee, and will be scheduled at the discretion of the committee and the pool manager. The requester/recreation passholder will be charged a \$150 refundable damage deposit for use of the pool for a private party. A nonrefundable charge of \$50 will be assessed for private parties of over eight people. The requester/recreation passholder is responsible for hiring and paying for qualified lifeguards through the Glen's pool contractor and abiding by the pool rules and the following pool party rules:

- Music must be kept at a reasonable level subject to the discretion of the pool manager.
- Food is allowed in the canopy area only.
- One guard must be provided for each 25 persons.
- Parties are limited to a maximum of 50 persons.

**Non-Private Parties.** Recreation passholders may request a non-private party. Requests for parties should be directed to the pool committee and will be scheduled at the discretion of the committee and the pool manager. The pool calendar will be posted at the pool. A no-refundable charge of \$25 will be assessed for parties over 8 people. The requester/recreation passholder is responsible for abiding by the pool rules and also the following party rules:

- The party is limited to 2 hours in duration.
- Food is allowed in the canopy area only, and party holders will receive priority use of this space. Set-up is allowed 1-hour prior to the party.
- The party is limited to 25 persons.
- Only children under the age of 6 are permitted in the baby pool.

## TOT LOT

Users of the tot lot shall adhere to good neighbor rules. Young children should be supervised and not left unattended. The tot lot closes at dusk. Parents and children using the tot lot should be mindful of the neighbors in terms of noise. For the safety of everyone, gravel should remain in the tot lot. There is to be no music from any source.

## TENNIS

Tennis courts are solely for the use of Glen residents and their guests. At least one player at each court must be a Glen resident and must show his or her recreation pass upon request. Players who fail to show a recreation pass must surrender the court immediately upon the request of any Glen resident. Adults 18 years and older or children playing with adults will have priority in using the courts after 5:00 pm on weekdays and all day on holidays and weekends. Children should not sign up during the times reserved for adults.

**Sign-Up.** During “good-weather” months, a sign-up sheet will be posted for the single court by the swimming pool by 7:00 am each day (normally, the sign-up sheet is posted the prior evening). Any resident may reserve one hour between 8:00 am and 8:00 pm for that day by writing his or her name in the space provided, except that two members of a singles party may not tie up a court for two hours by making consecutive reservations. Two consecutive hours may be reserved for doubles, provided each hour is signed for by a different resident. While residents may continue to play after their scheduled time as long as vacant courts are available, each resident is limited to one sign-up per day. When other residents are waiting, playing time for singles is limited to one hour and playing time for doubles is limited to two consecutive hours.

**Waiting Period.** There is a 10-minute waiting time at the beginning of each reserved hour after which the reserved hour is forfeited. However, as long as one member of the party that has reserved the hour is present within the 10 minute waiting period, the court is still considered reserved pending the arrival of other party members. Players using a court must surrender the court at the beginning of the next hour if players who have reserved the court are ready to begin playing.

**Court Use.** In order to preserve the appearance and finish of the court surfaces, only non-marking tennis or basketball sneakers will be permitted on the courts. Only tennis equipment is allowed on the courts. No bicycles, tricycles, skates, rollerblades, skateboards, etc., will be allowed inside the court area. Parents are responsible for ensuring that their children observe this rule. Player's bicycles will be parked outside the enclosure.

**Other Rules.** No food or alcoholic beverages are allowed on the tennis courts. All trash, including tennis ball cans and lids, soda cans, etc., must be deposited in the nearest trash receptacle. Normal court etiquette will be observed at all times by all players, and persons waiting to play will refrain from loud conversations or unruly conduct.

Costs of damage to the courts, nets, or fence will be charged to the persons responsible. Parents are liable for any damage caused by their children.

Questions about tennis or violations to these rules should be reported to the chair of the tennis committee (see sign-up stand at single court for contact info).

## **BASKETBALL**

The following rules apply to all residents using the basketball court (hereinafter referred to as "players") and their guests. The "players" signed up for court use are responsible for enforcement of these rules during their time slot and may be asked to enforce the rules by a concerned resident. Note that, in addition to the basketball court in the Glen, there is a 24-hour basketball court at the Fairlington Community Center, 3308 South Stafford Street.

The following hours of play are permitted:

Monday – Thursday	11:00 am - 8:00 pm
Friday	11:00 am - 6:00 pm
Saturday	10:00 am - 6:00 pm
Sunday	11:00 am - 6:00 pm

Glen "players" may reserve court time by using the sign-up sheet. It takes four residents of the Glen to reserve the court. Guests will not exceed three guests for each Glen recreation pass holder. Recreation passes must be posted on the sign-up board during play. At no time will be the number of people playing, waiting, or congregating around the court exceed 16. Adults 18 years of age and older will have priority in using the court on weekends and holidays and after 5:00 pm on weekdays. Time slots not signed up for can be used for general recreation use within the specified playing hours. No organized play will be allowed outside of the scheduled time.

No food or alcoholic beverages are allowed on the court. No abusive language, excessive noise, unruly behavior, or playing of radios/tape decks is permitted. Only tennis or basketball sneakers will be allowed on the court. All trash must be deposited in the nearest trash receptacle. When pedestrians are using the sidewalk adjacent to the court, play must cease temporarily.

Complaints concerning organized play should be directed to one of the players signed up for court use at that time. If a complainant fails to achieve satisfaction after dealing with an authorized player, then he/she should register his/her complaint immediately

with the basketball committee chairperson (or, if unavailable, with a member of the committee) or with a member of the Board.

Any violation of these rules by a player (or by the guests for whom he/she is responsible) warrants review by the Board and possible suspension of a player's basketball (or other recreation) privileges for a period of time to be determined by the Board in accordance with the bylaws of the community. Repeated basketball rule infractions, and/or complaints about the use of the facility will necessitate a review of the Glen's basketball policy

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## Appendix Table of Contents

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ADMINISTRATIVE RESOLUTION NO. 95-2 .....	49
SPECIALLY ASSESSING COSTS OF COLLECTION .....	49
ADMINISTRATIVE RESOLUTION NO. 95-3 .....	51
COLLECTION PROCEDURE .....	51
POLICY RESOLUTION NO. 96-1 .....	53
Creation of Procedures to Ensure Due Process in Enforcement Cases .....	53
Policy Resolution No. 97-1 .....	55
Unit Leasing .....	55
POLICY RESOLUTION NO. 99- 1 .....	58
SATELLITE AND EXTERIOR ANTENNAE .....	58
Policy Resolution No.03-1 .....	66
PROCEDURES RELATIVE TO MASTER INSURANCE CLAIMS AND LOSSES .....	66
Policy Resolution No. 07-1 .....	68
CONDOMINIUM AND CO-OWNER RESPONSIBILITIES .....	68
CHART OF MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES .....	71
POLICY RESOLUTION NO. 07-2 .....	74
(Electronic Notice and Voting) .....	74

**FAIRLINGTON GLEN COUNCIL OF CO-OWNERS**

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**ADMINISTRATIVE RESOLUTION NO. 95-2**

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**SPECIALLY ASSESSING COSTS OF COLLECTION**

The Documents of the Association provide that the Board of Directors may exercise all powers, duties and authority vested in or delegated to the Association not reserved to the Members or the Developer and;

WHEREAS, there is a need for the Association to recover any costs expended by the Association in collection efforts and the Board of Directors is responsible for the collection of such expenses. The Board of Directors has determined that any costs associated with collection of a delinquent assessment account shall be assessed as a costs of collection to the delinquent owners account.

NOW, THEREFORE, BE IT RESOLVED THAT the following charges will be specially assessed to the unit owners account that creates the costs to the Association noted below as a result of any collection action against the debtor. Action shall be understood to mean any action in an effort to collect sums owed to the Association as a result of an owner being delinquent. The following charges shall automatically be added as part of the assessments due by the unit owner:

1. Copying, return payment charges and other administrative costs to the Association. Administrative charges shall include any fees that the Association has agreed to pay to a management company or attorney for the Association in collecting delinquent debts. It will also include any reasonable charge that the Association establishes in attempting to collect the debt through its employees.
2. Compliance costs associated with enforcing rules, regulations or the documents of the Association.
3. Maintenance, repair or replacement rendered necessary by the unit owner.
4. Any expert witness fees the Association incurs in an effort to collect delinquent assessments. Any fees charged by a detective, investigator or skip tracing firm hired by the Association or counsel for the Association to determine the residential address of the delinquent owners.
5. The costs of mailing and other administrative charges incurred by the Association's legal agent regarding collection of a delinquent assessment. If a bad check is given by the delinquent owner and the check is returned, the costs incurred by the attorney shall be added to the account as a cost of collection.
6. Mailing and processing charges for any notifications shall be in the amount determined by the Association where the Association sends out any notice through its employees. Should the Association have charges as a result of the Association's attorney or managing agent mailing such notice, the charge to be assessed to the account shall be the charge incurred by the Association for the management agents or attorney's fee for such service. All postage charges billed to the Association from the managing agent or attorney shall also be specially assessed against the account.

7. Lien fees. These costs shall include the costs incurred for filing a lien and for release of the lien as established by the Commonwealth of Virginia plus the costs of having the attorney file and release such liens. The costs of the lien release fees will be added to the account prior to release so that a record may be maintained of all fees to be paid by the debtor.

8. Foreclosure costs. The costs of any foreclosure, or suit to enforce a creditors bill shall be added to the debtors account. This will include the costs that the attorney charges to the Association at his hourly rate for such service, plus all filing fees of the action and service fees. It will also include any court reporter's fee or Commissioner's fee that is charged as a result of the action.

9. Any costs charged as a result of a sheriff's levy and or sale. This will include any notification fees charged by the sheriff, any indemnification bond required by the sheriff and any related charge as a result of a sale of the debtor's property.

## FAIRLINGTON GLEN COUNCIL OF CO-OWNERS

### RESOLUTIONS ACTION RECORD

Resolution Type: Administrative No. 95-2

Pertaining to: Assessing Costs of Collection to a Delinquent Owner.

Duly adopted at a meeting of the Board of Directors of the Fairlington Glen Council of Co-Owners

March 28, 1995

**FAIRLINGTON GLEN COUNCIL OF CO-OWNERS**

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**ADMINISTRATIVE RESOLUTION NO. 95-3**

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**COLLECTION PROCEDURE**

WHEREAS, the Master Deed provides in the Fourteenth provision that each co-owner shall comply with the provisions of the Master Deed, the Bylaws, decisions and resolutions of the Council of Co-Owners or its representatives and;

WHEREAS, Article IV Section I of the Bylaws provides that the affairs of the Council shall be governed by the Board of Directors and;

WHEREAS, Article IV, Section 2 of the Bylaws provides that the Board of Directors shall have the power and duties necessary for the administration of the affairs of the Council and;

WHEREAS Article VI, Section 1 and 8 of the Bylaws establishes obligations for the payment of assessments and the Board of Directors has determined that there is a need to establish orderly procedures for the billing and collection of said assessments;

NOW THEREFORE, BE IT RESOLVED THAT the following assessment procedures for the billing and collection be adopted and any previous resolution to the contrary is hereby amended to comply with this Resolution:

- A The time for payment will be the first of each month.
- B All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or as modified in writing by a Unit Owner. Additional notices may be mailed to any alternate address or other address believed to be the residence or location where the owner receives mail.
- C Nonreceipt of an invoice shall in no way relieve a Unit Owner of the obligation to pay the amount due by the Due Date.

**II REMEDIES FOR NONPAYMENT OF ASSESSMENTS**

- A If payment is not received within 10 days after the due date a late fee of \$3.00 shall automatically be charged to the account for each month that the payment is delinquent.
- B If an account becomes 30 days or more delinquent a notice shall be mailed to the delinquent owner by certified mail return receipt. An administrative charge for the costs of preparing and mailing the letter shall be added to the account. The administrative charges for mailing this letter shall be \$10.00 plus actual postage charges or such higher sum as management or an attorney may charge to send a notice to the delinquent owner. The letter may be mailed by management, the attorney for the Association or any Board Member. Additional notices may be sent but the Association shall be required to only mail one notice before proceeding with additional action on an account that is 30 days delinquent. If additional notices of delinquency are mailed to the

owner or to alternate addresses, the same charges may be assessed by the Association for each additional notice mailed.

C. If full payment is not made within thirty days of mailing of a demand letter the remainder of the assessments for the annual year will be due immediately and the attorney for the Association will be notified to proceed with collection by the Board of Directors or the management company. The attorney for the Association, shall prepare liens and affidavits for the annual assessment for the full year and any special assessments which may be due for the balance of the annual year. The liens shall be recorded in the land records and suit shall be filed for the full annual and special assessments plus costs, interest and reasonable attorney fees. Reasonable attorney fees will be not less than 25% of the outstanding delinquency at the time that suit is filed.

D. If the Association receives a bad check from any owner, in an accounting year, for two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check or cashier's checks or money order for the remainder of the fiscal year. A charge of \$25.00 will be assessed against the owner for each returned check.

E. If a management company is retained to manage the Association, the management company shall have authority to waive one late fee if the delinquent owner has owned the unit for less than three months and the late payment was the result of a misunderstanding regarding procedures required for payment of assessments.

F. An interest rate of 12% per annum or the maximum rate of interest permitted by law, shall be charged on any delinquent assessment or late fee owed by a Unit Owner to the Association.

G. All costs incurred by the Council as a result of any violation of the Declaration, Bylaws, Rules and Regulations or Resolutions of the Condominium by a Unit Owner, his family, employees, agents or licensees, shall be specially assessed against such Unit Owner. Such costs shall include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from the Unit Owner's failure to pay assessments when due or from any other default referred to herein.

H. The Board of Directors may grant a waiver of any provision herein upon a petition in writing by an Owner alleging a personal hardship. Such relief granted an Owner shall be appropriately documented in the Council files. Such documentation shall include, without limitation, the basis for taking such action.

FAIRLINGTON GLEN COUNCIL OF CO-OWNERS  
RESOLUTIONS ACTION RECORD

Resolution Type: Administrative No. 95-3

Pertaining to: Collection Procedure of the Association

Duly adopted at a meeting of the Board of Directors of the Fairlington Glen Council of Co-Owners

March 28, 1995

**FAIRLINGTON GLEN COUNCIL OF CO-OWNERS**

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**POLICY RESOLUTION NO. 96-1**

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**CREATION OF PROCEDURES TO ENSURE DUE PROCESS IN ENFORCEMENT CASES**

WHEREAS, the Virginia Condominium Act provides the Board of Directors ("Board") of the Fairlington Glen Condominium Council of Co-Owners ("Council") with the power to assess monetary charges against Co-Owners of the Council ("Co-Owners") who are responsible for violations of the regulations of the Council;

WHEREAS, the Virginia Condominium Act requires the Board of Directors to formally adopt and publish a written resolution to enact the statutory power to assess monetary charges against Co-Owners for violations of the condominium instruments and rules and regulations ("regulations") of the Council; and

WHEREAS, for the benefit and protection of all of the Co-Owners of the Council, the Board of Directors deems it desirable to formally adopt a resolution to enact the statutory power to assess monetary charges and to establish a procedure for enforcement of the regulations of the Council which are consistent with principles of due process and Virginia law.

NOW, THEREFORE, BE IT RESOLVED THAT:

On behalf of the Council, the Board of Directors may issue a citation to any Co-Owner whose behavior or use of property does not conform to the Council's regulations.

A first notice of citation shall be issued in writing and delivered by regular mail to the Co-Owner at his/her address listed in the Council's records, and to the property address, if the Co-Owner's listed address is different from the property address.

The first notice of citation shall generally advise the Co-Owner of the nature of the offense, cite the specific provision within the Council's regulations which has allegedly been violated and, if the violation is a continuing one, specify the remedy required and time-frame within which corrective action must be completed.

If the offense is not remedied within the time-frame requested in the notice of citation or if a non-continuing violation is repeated, the Board of Directors reserves the power to issue a second notice of citation, which shall follow the basic form of the first notice of citation and include any additional information deemed important by the Board of Directors concerning the offense.

The second citation shall also warn the Co-Owner of the Board's power to impose monetary charges for offenses of the Council's regulations and shall inform the Co-Owner of his/her right to request a hearing before the Board of Directors to contest the citation. The notice of citation shall request that the Co-Owner confirm in writing by a certain date his/her desire for a hearing to contest the citation.

The second notice of citation shall be delivered by hand or mailed by registered or certified mail, return receipt requested, to the Co-Owner at his/her address listed in the Council's records, and may be sent to the unit address, if the Co-Owner's listed address is different from the unit address. Notification will be deemed effective if any Co-Owner fails or refuses to sign for any registered or certified mailing from the Council.

If the offense is not remedied within the number of days requested in the second notice of citation or the Co-Owner has not requested a hearing in writing by or before the hearing confirmation date, the Co-Owner shall be deemed to have waived the right to a hearing and the Board of Directors shall have the power to impose monetary charges. The Board of Directors shall not be required to conduct a hearing unless the Co-Owner formally requests a hearing in writing by the deadline set forth in the second notice of citation.

When a hearing is requested by the Co-Owner by or before the deadline, the Board of Directors shall set the time, date and place of the hearing at its discretion.

Written notice of the time, date and place of the hearing shall be delivered to the Co-Owner by hand or mailed by registered or certified mail, return receipt requested, to the Co-Owner at least 14 days in advance of the hearing date. At the hearing, the Board of Directors shall provide the Co-Owner with a reasonable amount of time to present any and all defenses to the citation. The Co-Owner may have counsel present at the hearing.

Following the hearing, the Board of Directors shall meet in closed session to determine whether satisfactory proof of the alleged violation was presented by the complainant(s), and if so, whether monetary charges should be imposed. The vote on any such matter should be made after the Board reconvenes in open session.

When the Board's judgment is unfavorable to the Co-Owner, the Board shall undertake the administrative actions required to effect the monetary charge as an assessment against the Co-Owner's unit. Monetary charges may not exceed \$50.00 for a single offense (eg., premature trash placement, loud party, parking on grass, etc.) and an additional \$10.00 per day may be assessed for any offense of a continuing nature (eg., failure to repair broken window, move junk vehicle, etc.) until such offense is corrected.

The Board of Directors reserves the power to hold Co-Owners legally responsible for ensuring that their tenants, guests, or invitees comply with the Council's Regulations.

The procedures outlined in this Resolution may be applied to all violations of the Council's regulations, but do not preclude the Council from exercising other enforcement procedures and remedies authorized by the Council's legal documents, including, but not limited to, the initiation of suit or self-help remedies. The Board of Directors reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice.

The effective date of this Resolution shall be January 1, 1997

FAIRLINGTON GLEN COUNCIL OF CO-OWNERS  
RESOLUTION ACTION RECORD Resolution Type: Administrative No. 96-1

Pertaining To: Due Process in Enforcement Cases

Duly adopted at a meeting of the Board of Directors of the Fairlington Glen Council of Co-Owners on September 24, 1996, with an effective date of January 1, 1997.

## FAIRLINGTON GLEN COUNCIL OF CO-OWNERS

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### POLICY RESOLUTION NO. 97-1

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#### UNIT LEASING

WHEREAS, Paragraph 17 of the Master Deed for the Fairlington Glen Council of Co-Owners Condominium ("Council") and §55-79.53 of the Virginia Condominium Act ("Act") states that the rules, regulations and covenants of the Council must be followed by all owners and tenants; and

WHEREAS, Article IV, Section 2 of the Bylaws provides that the Council of Co-Owners shall have the power and authority necessary to effectively administrate the Council; and

WHEREAS, Article VI, Section 6 of the Bylaws and §55-79.80:2 of the Act permit the Board of Directors to establish rules and regulations in furtherance of the administration of the affairs of the Council; and

WHEREAS, there are present and past cases of co-owners who fail to ensure that their tenants comply with the Rules and Regulations of the Council; and

WHEREAS, for the benefit and protection of all co-owners of the Council, the Board of Directors deems it desirable to adopt a resolution to establish guidelines for the leasing of units in order to help ensure compliance with the covenants and rules and regulations by all residents.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Within 15 days of the rental of his/her condominium, a co-owner must provide written notice to the Council of Co-Owners, through the managing agent, of the following: (a) names and telephone numbers of all occupants in the unit; (b) name and telephone number of rental agent, if any; (c) telephone number where the co-owner may be reached in an emergency; and (d) the term of the lease.

2. All leases shall be made subject to the Master Deed, Bylaws, and Rules and Regulations ("governing documents") of the Council.

3. All co-owners leasing their unit must include the attached addendum (or such language) to or in all leases.

4. No action set forth in Paragraph 7 below shall be brought by the Council unless the Council of Co-Owners provides the co-owner and lessee with a notice of violation and an opportunity to be heard at a hearing. The co-owner must request a hearing by submitting a written request to the Council's Managing Agent within the time period (not less than ten (10) days from the date of the notice) set forth in the notice of violation. Upon receipt of the written request for a hearing, the Board shall schedule the hearing and send notice of such hearing at least fourteen days in advance thereof, by hand-delivery or by registered or certified United States mail, return receipt requested, to the co-owner and lessee.

5. All hearing dates shall be set by the Board at its discretion. Failure of the co-owner to attend the hearing on the scheduled date shall be deemed to constitute a waiver of his or her right to a hearing, and the Board may take action as if the hearing had been conducted.

6. The Board may choose to meet in executive session to discuss issues related to the violations by the lessee. All formal votes shall be conducted in open session. Written notice of the decision of the Board will be sent to the co-owner and lessee after the hearing date.

7. If Board determines (either after a hearing or without a hearing if the co-owner fails to request the same), that the lessee has failed to abide by the provisions of the governing documents, the Council may take steps to evict the lessee, impose monetary charges against the owner or suspend all rights, privileges, services and benefits routinely provided to the co-owner and the lessee, including, but not limited to, parking privileges.

8. If the Council brings any action to enforce the governing documents, irrespective of whether a suit actually commences in any court, the co-owner shall be liable to the Council for all legal costs and attorneys' fees incurred by the Council. The Board is not obligated to conduct a hearing prior to seeking injunctive relief with the Circuit Court or using self-help in emergency situations.

9. All co-owners are charged with the responsibility of ensuring compliance with the governing documents of the Council of Co-Owners of Fairlington Glen by themselves, their tenants and anyone occupying their unit with their permission

This Resolution was duly adopted by the Board of Directors this 25<sup>th</sup> day of March 1997.

FAIRLINGTON GLEN CONDOMINIUM  
COUNCIL OF CO-OWNERS

LEASE ADDENDUM

FAIRLINGTON GLEN CONDOMINIUM COUNCIL OF CO-OWNERS

THIS ADDENDUM is made to the Lease, dated \_\_\_\_\_, 19\_\_\_\_,  
between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_ ("Lessee").

The parties agree that the following provisions become part of the initial lease agreement, attached hereto as Section I, and the items herein modify and supersede any conflicting provisions contained in Section I. Section I and this addendum will be referred to as the Lease.

1. This Lease shall be subject to the Master Deed, Bylaws and Rules and Regulations ("governing documents") of the Council of Co-Owners of Fairlington Glen ("Fairlington Glen"), as they exist as of the date of this Lease and as they may be lawfully amended and adopted in the future. The Lessee shall be bound by the governing documents.

2. Violations of the governing documents shall be a violation of this Lease, and, solely for the purposes of enforcing this the provisions of this addendum, Fairlington Glen shall be a party to this Lease, and shall have the power to enforce the provisions of this addendum by eviction, or any other available means after 30 days notice via certified mail, return receipt requested, to the Lessor and Lessee of the existence of a violation of this addendum and of an opportunity to be heard and to be represented by counsel before the Board of Directors.

3. If Fairlington Glen brings any action to enforce the provisions of this addendum, irrespective of whether a suit actually commences in any court, the Lessee and Lessor agree to indemnify and hold the Council harmless for such action and to be jointly and severally liable to the Fairlington Glen for all legal costs and attorneys' fees incurred by the Fairlington Glen.

4. This addendum shall not be construed as creating any obligations, burdens or duties for the Fairlington Glen in addition to those contained in the governing documents.

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Lessor \_\_\_\_\_

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

Lessee \_\_\_\_\_

**FAIRLINGTON GLEN COUNCIL OF CO-OWNERS**

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**POLICY RESOLUTION NO. 99- 1**

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**SATELLITE AND EXTERIOR ANTENNAE**

GUIDELINES

RECITALS:

WHEREAS, the Council is responsible for the preservation of the architectural appearance of the Condominium under state law and the governing documents of the Condominium; and

WHEREAS, the Federal Communications Commission adopted a rule effective October 14, 1996, which is intended, in certain cases, to supersede the regulations of condominium associations concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Fairlington Glen Condominium has become eligible for listing on the National Registry of Historic Places, which permits the Council to restrict the placement of television antennas in accordance with the goals of historic preservation; and

WHEREAS, the Board of Directors believes it is in the best interest of the Council for the Board to adopt reasonable regulations governing installation, maintenance, and use of exterior antennas consistent with the FCC rule.

NOW, THEREFORE, the Board of Directors adopts the following restrictions and regulations for the Council, hereinafter referred to as the "Rules," which shall be binding upon all Co-Owners and their family members, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest in a unit within the Condominium, and which shall supersede any current restrictions of record or previously adopted rules on the same subject matter.

I. DEFINITIONS

- A. Antenna: any device used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS). (Masts, cables, supports, conduits, wires, fasteners, or other accessories necessary for the

proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.)

- B. Mast: structure to which an antenna is attached that raises the height of the antenna.
- C. Transmission-only antenna: any antenna used solely to transmit radio, television, cellular, or other signals.
- D. Co-Owner: any party named in a deed of record as a Co-Owner of a unit in the Condominium or any party who acts with the written permission of the Co-Owner to install an antenna.
- E. Telecommunications signals: signals received by DBS satellite dishes or television broadcast and MDS antennas.
- F. Exclusive-use area: patio areas designated in the Council's governing documents as a limited common element.

## II. APPLICATION/NOTIFICATION RULES

- A. Co-Owners must now submit an application to the Board for approval of their proposed antenna before installation. Antennae which are installed wholly within a unit and which do not involve structural modifications to the unit, shall only require an application where such installation, in the opinion of the Board, has a material impact on the external appearance of the condominium.
- B. If a Co-Owner submits an application to the Board for approval of the antenna, the Board will review the application on an expedited basis. If the application meets all of the required criteria stated in these rules, the Board will endeavor to review the application and issue a written notice of its decision to the Co-Owner within 30 days of the Board's receipt of the application.
- C. Co-Owners must send their applications for Board approval in writing to the Variance Coordinator using the Variance Request Form.
- D. At the discretion of the Board, either the Board, its designated committee, or the Council's managing agent may act for the Council in implementing this policy.

## III. INSTALLATION RULES

- A. Antenna Size and Type: Subject to Review and Prior Approval by the Board:

1. Co-Owners (or anyone acting with the Co-Owner's written permission) may install a DBS dish that is one meter (39 inches) or less in diameter. Satellite dishes which are larger than one meter in diameter are strictly prohibited.
2. Co-Owners (or anyone acting with the Co-Owner's written permission) may install a MDS antenna that is one meter or less in diameter. MDS antennas which are larger than one meter in diameter are strictly prohibited.
3. Pursuant to the FCC rule, Co-Owners (or anyone acting with the Co-Owner's written permission) may install a regular TV antenna designed to receive broadcast stations.
4. Co-Owners may not install any type of antenna which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are strictly prohibited.
5. Any type of antenna not specifically protected by the FCC rule is strictly prohibited.
6. Co-Owners (or anyone acting with the Co-Owner's written permission) may install no more than one antenna for each type of service.

B. Location

1. Co-Owners must install their antenna so that no portion of the antenna or related system is above the horizontal plane of the top of the patio fence.

No alternative locations shall be permitted without (i) a written certification from the Co-Owner that installation of the antenna in the designated locations would not afford sufficient signal strength for adequate reception and (ii) a precise statement describing the alternative location where sufficient signal strength would be adequate for reception.

In such cases, the Board shall reserve the power to grant a variance from any of the Rules expressed herein, but shall endeavor to protect the Condominium from architectural blight to the greatest degree possible and shall strive to ensure that all concerns over safety are satisfied. Nevertheless, the Board shall act in all cases to preserve the historical values and architecture of the condominium and shall not permit the installation of any antenna that the Board believes detracts from the historical continuity and harmony of the community.

The Board will not recognize any conversion of limited common element property to individually owned property if a Co-Owner installs

the antenna in any of the approved limited common element locations.

2.If a Co-Owner can receive an acceptable quality signal from the antenna by placing it inside the unit without unreasonable cost or delay, then the Co-Owner may not install the antenna anywhere on the exterior of the Condominium.

3.Co-Owners are prohibited from installing an antenna which in any way, shape or form encroaches upon any common elements, any other Co-Owner's individual unit or limited common element, or the air space of another Co-Owner's limited common element.

4.Co-Owners must locate their antenna in a place and manner which shields it from view from the nearest street(s) or from other units to the maximum extent possible. The Board reserves the power to require a Co-Owner to install visual barriers, natural or otherwise, around the device to diminish any adverse visual effect which may be caused by the installation of the antenna.

5.Co-Owners are strictly prohibited from installing antennas on the common elements of the Council.

#### C. Installation on Exclusive Use Areas

1.Antennas shall not be larger or installed higher than is absolutely necessary for reception of an acceptable quality signal and all portions of the antenna and related components must be below the horizontal plane of the top of the patio fence.

2.All installations shall be completed so they do not damage the common elements, limited common elements, or individual units, or void any warranties of the Council or other Co-Owners, or in any way impair the structural integrity of the building. The Board reserves the power to require the Co-Owner to specifically observe all building code requirements applicable under Virginia law.

3.The Board further reserves the power to require any installer other than the Co-Owner to provide the Board with an insurance certificate listing the Council as a named insured prior to installation.

4.Antennas must be properly secured so they do not jeopardize the structural integrity of any structure or the safety of any person near the antennas.

5.The Council shall not approve any antenna which requires penetrations through exterior portions of the Condominium's building during installation, unless it is absolutely necessary for the Co-Owner to receive an acceptable quality signal or to avoid an unreasonably high increase in the cost of installation of the antenna. Co-Owners shall use the following devices or

apparatus unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:

- a. Devices which permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
- b. Devices (i.e., ribbon cable) which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
- c. Devices which use the Condominium's existing wiring for receipt of telecommunication and cable service signals.

6.If a Co-Owner finds that installation of the antenna requires penetration of wiring or cables through the exterior portion of the building, the Co-Owner is responsible for ensuring that the point of penetration(s) is properly waterproofed and sealed in accordance with applicable industry standards and building codes. The Board reserves the power to specially assess the Co-Owner for any costs the Council incurs to correct structural damage to the building and residences caused by moisture or any other cause.

7.The installation may not interfere with the historic appearance and values of the community, as determined in the absolute discretion of the Board of Directors.

#### D. Maintenance

1. Co-Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, the costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennas;
  - b. Repair damage to any property caused by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
  - d. Reimburse residents or the Council for costs incurred to correct damage caused by antenna installation, maintenance or use;
  - e. Restore antenna installation sites to their original condition after removal of the antenna.

2.Co-Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Co-Owners shall be responsible for antenna

maintenance, repair and replacement, and the correction of any safety hazard.

3.If antennas become detached, Co-Owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens anyone's safety, the Council may remove the antenna at the expense of the Co-Owner.

4.Co-Owners shall be responsible for antenna repainting or replacement if the appearance of the exterior surface of their antenna deteriorates or is damaged in any way.

#### E. Safety

1.Antennas shall be installed and secured in a manner that complies with all applicable Virginia building codes and manufacturer's instructions. Prior to installation, Co-Owners shall provide the Board with a copy of any applicable governmental permit if it is required for safety reasons.

2.Antennas shall not be placed anywhere near power lines (above-ground or buried). Co-Owners must ensure that wind velocity or other forces could not cause the antenna to collide with a power line.

3.Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium.

4.Installations must comply with all applicable building codes and industry standards, take aesthetic considerations into account, and minimize the impact to the Condominium's common elements and the Co-Owner's unit and those of his/her neighbors.

5.Antennas shall be permanently grounded to minimize the possibility of electronic and fire damage.

#### IV. ANTENNA CAMOUFLAGING

A. The Board reserves the power to require Co-Owners to paint any portion of the antenna so that it matches or is reasonably compatible with the color of the structure to which it is attached. If such a requirement would void the warranty from the manufacturer, the Co-Owner must submit a copy of the warranty to the Council in order to be absolved of the requirement.

B. The Board reserves the power to require Co-Owners to install or provide screening around the antenna if the antenna is visible from the street or other units.

- C. Co-Owners must install exterior wiring for the antenna in the least obtrusive manner.

#### V. MAST INSTALLATION

- A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals but shall, in no event, extend above the horizontal plane of the top of the rear fence.
- B. Masts must be installed by licensed and insured contractors.

#### VI. ANTENNA REMOVAL

When a Co-Owner removes an antenna, he/she is required to restore the location of the installation to its original condition. Co-Owners shall be responsible for all costs relating to restoration of this location.

#### VII. COUNCIL MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED

If a Co-Owner installs an antenna in any location where the Council has any maintenance responsibility, the Co-Owner retains responsibility for the maintenance of their antenna. The Board reserves the power to deny approval for the installation of any antennas which would result in increased maintenance costs for the Council or for other residents.

If the Council sustains any increased maintenance costs or sustains damage caused in some direct way by a Co-Owner's antenna, the Board shall hold the Co-Owner of the antenna responsible for all such costs and may levy a special assessment to recover the sums due.

If, in order to fulfill any of its regular maintenance responsibilities, the Council requires the temporary removal of any antenna, the Board shall provide the responsible Co-Owners with 10 days written notice unless emergency situations dictate otherwise. Co-Owners shall be responsible for the removal or relocation of their antenna as required by the Board. If the Co-Owner does not remove the antenna in the required time, then the Board may do so at the Co-Owners' expense. The Council is not liable for any damage to any antenna caused by the Council's removal under these circumstances, nor shall the Council be responsible for relocating the antenna.

#### VIII. INSURANCE

The Council shall not accept any responsibility to insure any antenna installed by a Co-Owner. The antenna shall be considered the personal property of the Co-Owner who installed the antenna.

#### IX. INSTALLATION BY TENANTS

These Rules shall apply in all respects to all occupants and tenants. Those occupants who desire to install an antenna permitted under these Rules must obtain prior written permission of the Co-Owner/landlord and furnish the Board with a copy of this permission with the application/notification form.

X. ENFORCEMENT

- A. If these rules are violated, the Council reserves all of its legal remedies, including, but not limited to, the enactment of special charges, subject to the due process procedures set forth in Virginia Code Section 55-79.80:2.
- B. If any antenna installation poses a serious, immediate safety hazard or threat to property, the Council reserves the power to remove the antenna without notice to the Co-Owner; however, whenever practical, the Board shall provide advance written notice to the Co-Owner of the Board's concerns for safety and its request of the Co-Owner to remove, relocate, or resecure the antenna.

XI. SEVERABILITY

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held August 24, 1999

**FAIRLINGTON GLEN COUNCIL OF CO-OWNERS**

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**POLICY RESOLUTION NO.03-1**

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**PROCEDURES RELATIVE TO MASTER INSURANCE CLAIMS AND LOSSES**

WHEREAS, the Board of Directors is empowered by Article IV of the Bylaws with all of the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by the Bylaws directed to be done by the co-owners; and

WHEREAS, Article TWENTY-FIRST of the Master Deed provides that the Council shall obtain, as a common expense, insurance covering certain damages to the common elements and units; and

WHEREAS, Article TWENTY-FIRST(D) of the Master Deed provides that in the event the proceeds under the master insurance policy are insufficient to cover the costs of the necessary repairs, that the involved co-owner(s) will be responsible for such costs; and

WHEREAS, the Board of Directors is responsible for paying the premiums and maintaining such insurance on behalf of the Council and is further responsible for the administration of claims associated with such losses and for the receipt and disbursement of insurance proceeds received for such losses; and

WHEREAS, the Board of Directors believes that it is in the best interests of the Council to memorialize certain aspects of the master property insurance claim process to assist co-owners in understanding the master claim process and to, among other things, deal with the allocation of responsibility for the master policy deductible; and

NOW THEREFORE, BE IT RESOLVED that the following procedures are and will be in effect with respect to the submission, payment and adjustment of losses associated with the master property insurance policy:

1. In the event of damage to a unit or the common elements that may be covered by the terms of any property damage insurance maintained by the Council of Co-Owners for the benefit of the co-owners, affected co-owners should:

A. Submit a written Notice of Loss for such damage(s) to the Board of Directors, in care of the management agent, promptly after the occurrence giving rise to the loss. A Notice of Loss form (as prepared by the Board) will be provided to the co-owner by management. While initial notification by telephone or electronic means may be accepted, co-owners will still be required to follow up such notification with the submission of a Notice of Loss form.

B. The Notice of Loss should detail the date, time, suspected or actual cause of the loss, property damage suffered, unit or units affected and whether owner had personal insurance covering the personal property of the owner (see Paragraph 5 below).

2. Upon receipt of the Notice of Loss, the Board of Directors, or its delegate, shall submit the claim to the Council's insurance agent for a determination as to whether coverage exists for any or all of the involved damages unless the damages at issue appear to be clearly below the amount of the deductible under the policy or clearly outside of the policy coverage.

3. If the claim is acknowledged by the master insurance agent to be a covered claim under the master insurance policy, the Board of Directors will arrange for the repair of the damage at issue subject to Paragraph 4 hereof. Any insurance proceeds shall first be applied to repair the damage to the common elements (if any) and the remainder shall be applied towards the unit(s) involved.

4. The Council may assess any costs not covered by insurance, including the deductible amount, to a co-owner for any damage to any unit or common elements that originated or occurred in or through such co-owner's family unit or as a result of such co-owner's neglect or intentional act or omission. The Council will not be directly responsible for any loss or damage to a family unit except where the loss is due to the Council's intentional reckless act or omission, in which case the Council shall cover the cost of repairing the underlying loss or damage as a Common Expense. The deductible on any insurance policy purchased by the Board of Directors shall be the responsibility of the affected co-owner or, if multiple co-owners are involved, by an equitable apportionment of costs as determined by the Board of Directors in consultation with the affected co-owners. The Council shall not be required to file a claim with its insurance carrier to make a co-owner responsible for the cost of the deductible for damage to a family unit or common elements; however, the Council shall not be responsible for covering any losses or damages to a family unit except to the extent such losses or damages are covered by insurance proceeds (or would be if a claim were filed). No co-owner shall be responsible for any losses above the amount of the deductible, except for any consequential damages not covered under any Council insurance policy.

5. Co-owners are strongly encouraged to obtain policies of insurance protecting the owner's personal property within the units and for any responsibility for uncovered costs (e.g., deductibles) under the master insurance policies.

The effective date of this Resolution shall be Nov. 6, 2003.

COUNCIL OF CO-OWNERS OF THE  
FAIRLINGTON GLEN CONDOMINIUM

#### RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held 6 November 2003

## FAIRLINGTON GLEN COUNCIL OF CO-OWNERS

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### POLICY RESOLUTION NO. 07-1

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#### CONDOMINIUM AND CO-OWNER RESPONSIBILITIES

The operation of Fairlington Glen is governed by two documents: our Master Deed and our Bylaws. The Master Deed is the document that established the legal framework of our association. It is this document that defines in precise terms the responsibilities of the co-owner and those of the Council. Our Bylaws establish the obligations of unit owners and the Condominium Association (the Council of Co-Owners). The Bylaws also establish the operational rules for Fairlington Glen under provisions of our Master Deed. When you purchased your unit, you received copies of these governing documents.

Our Bylaws were originally written in 1973 when our association was established. Since that time much has changed. The Virginia Condominium Act, which governs much of what we do, and how, has been updated regularly. Electronic communication has become ubiquitous. Our buildings have aged 35 years and we have over three decades of our own experience to build upon. For these reasons and more, your Board of Directors has embarked on a major project to revise and update Fairlington Glen's Bylaws.

While we are in the midst of that project, we send this memorandum not to report any changes or to tell you anything new as yet, but to ensure everyone's understanding of the proper allocation of responsibilities for maintenance and repairs under our Master Deed and Bylaws.

#### **Allocation of Maintenance and Repair Responsibilities**

A fundamental aspect of the Master Deed is the section that provides that each of us owns virtually our entire unit except for the roof. The vertical boundaries are the plane of the outer surface of the exterior wall and the plane of the center line of the wall with a neighbor. The horizontal boundaries are the plane of the underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof (excluding roof shingles). The Council owns only the roof and drainage lines under the floor slab.

Consistent with this division of ownership, we have attached to this memo a table summarizing the allocation of many responsibilities for maintenance and repair under our condominium documents. Determinations have been based on Fairlington Glen's Master Deed, its Bylaws, and the opinions of our attorneys. They reflect, for the most part, policies followed by successive Glen Boards over many years. Our purpose in providing the chart is to bring greater clarity to established policies. The proposed Bylaws revision will also be clearer than those we now have.

We also want to specify the division of responsibility when the Council enters a Co-Owner's unit in order to perform Council maintenance and repair. The Council will restore a unit to a similar condition to that conveyed by the developer to the original owner. Unit improvements, betterments, additions or alterations made subsequent to the original conveyance will not be covered. For example, if at some time the basement slab needs to be removed in order to access the sanitary sewer lateral, the Council will restore the basement slab and the equivalent of the original tile; the Co-Owner is responsible for improvements such as carpet and upgraded tile. If the Council needs to gain access to the sanitary sewer lateral through the inside cleanout, it is the responsibility of the Co-Owner to make that cleanout accessible by removing carpet or tile if necessary. If a patio slab must be removed to replace a sewer line, the Council will restore the concrete pad; the Co-Owner is responsible for added coverings such as brick or slate. This policy is similar to that under our insurance policy and has been adapted from that policy.

In many of the areas presented in the attached chart, approval is required via the variance process before changes can be made. Other Council regulations may apply as well. Please see the Glen Handbook for variance and other requirements in each area.

Three specific areas are called out here because of their significance and because they have been the subject of some misunderstanding from time to time within the community.

### **Water Supply Pipes**

The Board has carefully considered the provisions of the condominium documents and our attorney's opinion on water supply pipes. Based on our review, the Board has determined that, under the Master Deed and the Bylaws, water lines located within unit walls are unit components, and are the maintenance and repair responsibility of the individual owners of those units. This is true even if those lines travel through multiple units. The Council is responsible for water lines located in common areas.

The statement in our 1999 Fairlington Glen Handbook that "Co-Owners are responsible for pipes that serve only their unit" is accurate but misleading because owners are also responsible for pipes within their walls that carry water to their units and other units. We recognize that there have been instances in the past when this latter kind of repair was covered by the Glen. The Board has concluded that this is inappropriate and not in keeping with the best interests of the Council as a whole. We will modify the Handbook statement to reflect our decision not to cover such expenses and are informing you of the decision by this memorandum.

### **Water Drainage Pipes**

As is the case with water supply pipes, water drainage lines (whether from the kitchen, bathroom, or laundry area) are unit components and are the maintenance and repair responsibility of individual owners to the point where they exit through the underground

sanitary sewer system beneath the basement floor slab. Fixing drainage problems, especially from sinks, sometimes requires cooperation between two adjoining owners, whose lines are in the wall that separates the units, with ownership extending to the center line. Drain lines may converge to a single line in the wall, requiring a plumber to access the line from one or both units. This is true whether the units are in a “B” building or are two townhouses whose kitchens back to each other.

### **Walls and Tuck-Pointing**

As indicated earlier in this memo and in the attached chart, each of us owns to the plane of the outer surface of the exterior wall of our unit. However, the Council reserves the right, though not the obligation, to provide for all exterior maintenance, and does so, for example, with respect to painting. The Board has decided that the Council should normally assume responsibility for tuck-pointing for consistency of appearance. If a Co-Owner receives a variance to make modifications that affect the outer wall, repairing and maintaining the wall in a manner consistent with the surrounding wall is the responsibility of the Co-Owner.

### **Conclusion**

This review of the allocation of condo and co-owner responsibility was occasioned by a question relating to responsibility for pipes within walls. It expanded to a more general review of Board decisions and practices over the years. The Board seeks your support of our clarification efforts, which we believe will benefit us all. We invite you to a Community Forum on September 20 to discuss both the draft 2008 budget and the mutual obligations of unit owners and the Council.

## CHART OF MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

	<b>Council Responsibilities</b>	<b>Unit Owner Responsibilities</b>
Attic		All in all regards.
B-Units	Common hallways, doors, and mailboxes	All internal components. Front door lock if agreed to by all owners
Caulking		Interior and window
Cable TV, DSL, etc.		Between Unit owner/resident and cable company (wire on exterior of building must be disguised)
Doors – Unit storm doors		All in all regards
Doors – Unit front and rear doors	Painting	Maintenance and replacement including all locks and hardware.
Dryer ducts/vents		All in all regards
Electric – service	Serving the common areas. Underground lines	Within the Unit
Electric – fixtures	Serving the common areas	Serving only one Unit (including all interior and exterior plugs and fixtures)
Gutters and fascia	All in all regards	
Heating, ventilation and air conditioning	Pool and office buildings	All in all regards for individual Unit
Painting	Exterior	Interior
Patio (area inside fence)	Inspection for compliance with Council regulations	Maintenance of area and cleanliness. Repair and replacement of patios. Use and landscaping must conform to Council regulations.
Patio fence	All in all regards	Use must conform to Council regulations.
Pest control	Exterior of building	Interior of building
Plumbing fixtures	Pool & maintenance buildings	All in all regards for individual Unit
Plumbing – water supply lines	Outside the Unit	Inside the Unit
Plumbing – sink blockages		All in all regards

	<b>Council Responsibilities</b>	<b>Unit Owner Responsibilities</b>
Plumbing – sewer backups	Preventive maintenance outside the Unit; initial drying and sanitizing of rugs and tile floors inside the Unit	Preventive maintenance, remediation, and repairs inside the Unit.
Plumbing – sewer lines	Underneath the concrete slab and outside the Unit	Keeping cleanout in basement floor accessible
Plumbing – outside water faucets		All in all regards including shutting on/off in winter/spring
Roofs	All in all regards	
Smoke detectors	Common hallway, all in all regards	Unit, all in all regards
Shutters	All in all regards	
Stoops, steps and walks	Maintenance and replacement (front of Units)	Maintenance and replacement (rear of Units)
Trees	Common areas	Inside the patio
Walls	See note below	See note below
Water seepage or flooding		All in all regards
Windows and window openings	B-Unit side windows at front door B-Unit center roof windows	Maintenance and replacement of all Unit windows, including glass, frame, sash, jamb, and sill
Windows – screens and storm windows		All in all regards
Window wells	Maintenance, front	Maintenance, rear Window well covers

\* While ownership of each Unit extends to the plane of the outer surface of the exterior walls, and thus maintenance and repair are normally the responsibility of the Co-Owner, the Council assumes responsibility for tuck-pointing of above ground elements.

\*\* The costs associated with fulfilling the above-referenced obligations may be varied in the event the damage or need for maintenance or repair arises due to the negligence of a party. For example, a Co-Owner who fails to properly maintain a component under their care and responsibility may be responsible for damages to adjacent units or the common elements. Likewise, the insurance policies that the Council is required to maintain may cover certain damages for covered perils (e.g. fire damage).

\*\*\* Co-Owners are strongly encouraged to maintain individual insurance to help protect their property and any individual liability the Co-Owner may face due to the acts or

omissions of the Co-Owner and his or her family members, tenants, guests and invitees.

\*\*\*\* In the event a Co-Owner chooses to request (and receives) a variance to replace or otherwise modify an item (e.g. rear canopy, front window well) that is otherwise the responsibility of the Council, the maintenance and repair of such replacement or modification shall be borne by the Co-Owner.

#### RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held 6 August 2007. Distributed to residents and co-owners on 7 August 2007.

**FAIRLINGTON GLEN COUNCIL OF CO-OWNERS**

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**POLICY RESOLUTION NO. 07-2**

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**(ELECTRONIC NOTICE AND VOTING)**

WHEREAS, Section 55-79.75 (A) and Section 55-79.77 (D) of the Virginia Condominium Act provide that, to the extent the condominium instruments or rules adopted thereto expressly so provide, notice of meetings and votes or proxies may be sent and/or submitted by electronic transmission;

WHEREAS, Article IV, Section 2, of the Bylaws of the Fairlington Glen Condominium Council of Co-owners' ("Council") provides that the Board of Directors shall have the power and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or by the Bylaws directed to be exercised and done by the Co-owners; and

WHEREAS, the Board believes that it is in the best interest of the Council to establish a policy under which notice of meetings and votes or proxies may be submitted electronically.

NOW, THEREFORE, be it resolved that the Board of Directors does hereby adopt the following policy:

1. Meeting Notice: The Council will be entitled to utilize electronic transmission for notice of meetings of the Council if they receive authorization from the owner. Such authorization may include, but not be limited to, receipt of an electronic mail or facsimile, from the owner authorizing use of such electronic transmission. The Council shall be entitled to rely upon such authorization unless expressly revoked by the owner.
2. Electronic Voting: Subject to any specific rules specified by the Board for particular meetings or votes, the Council may accept the vote, ratification or proxy of any owner submitted by electronic transmission (e.g., facsimile/electronic mail), provided that such transmission shall either set forth, be submitted with, or otherwise satisfy the Board, or its delegates, that the electronic transmission was authorized by the owner.

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors held on November 1, 2007.