

**Colonial Village I**  
Resident Handbook  
2011 Edition

**Web site: [www.colonialvillagei.com](http://www.colonialvillagei.com)**

Compiled by Charles Edwards

**Colonial Village I**  
Resident Handbook  
2011 Edition

Colonial Village I Management Office  
(Legum and Norman, Inc.)  
1903 N. Key Blvd. (side entrance)  
Arlington, VA 22201

Office Hours:

8:30 am to 5:30 pm - Mondays, Wednesdays, Thursdays

8:30 am to 7:00 pm - Tuesdays

8:30 am to 1:00 pm - Fridays

Office Hours subject to change for optimal service

Office: 703-525-5557

Fax: 703-525-5558

Emergency (after-hours): Dial office number,  
for answering service to report emergencies.

**Examples of emergencies are severe leaks or structural damage**

Website: [www.colonialvillagei.com](http://www.colonialvillagei.com)

# Colonial Village I Resident Handbook

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## **Foreword:**

### **The Association Regulations and You**

This Resident Handbook is intended to give unit owners and tenants a handy overview of the rules that govern Colonial Village I. By making the rules clear and accessible, we hope to eliminate misunderstandings and ensure that this community remains a pleasant place to live.

While we have attempted to summarize the rules that apply to most situations, this Handbook does not replace the formal legal documents that govern the Association: the Declaration, Covenants, Bylaws and Board Regulations. Every owner is already in possession of these documents. As part of the condominium purchase process, Virginia law requires the seller (through the Management Office) to furnish the buyer a big book (the “condo docs” or “resale package”) containing the Declaration, Covenants and Bylaws governing the Association. Accompanying the book are copies of all current Board-enacted Regulations. Prospective buyers must sign a certification that they have received these documents in order for the sale to go forward. New regulations are mailed to all owners as they are enacted.

***Therefore, from a legal standpoint, it is assumed that every owner has read and accepted the governing documents of the Association.***

Likewise, it is assumed that every non-resident owner has conveyed these rules to their tenants, and the owner is held responsible for ensuring that tenants comply. If enforcement action is required, ignorance of the rules is not an acceptable defense.

From a practical standpoint, we realize that many people find the formal governing documents intimidating and hard to use. The Board hopes that the Handbook will answer many of the most common questions you may encounter.

New owners will receive a copy of this Resident Handbook as part of the resale packet, and they must sign a certification of that fact and submit it to the Management Office along with the HUD-1 settlement sheet. Landlords are required to give new tenants a copy of this Handbook, submit a Tenant Certification Form, along with an executed lease agreement and move-in fee to the Management Office.

The Resident Handbook is available for download at our Website: [www.colonialvillagei.com](http://www.colonialvillagei.com). Hard copies are available on request from the Management Office at a cost of \$5.00 per book. The Regulations and the most relevant Bylaws are also posted on the Website. Finally, you can always contact the Management Office directly to answer any questions at (703) 525-5557.

## *A Special Note to Landlords*

Because of the dual nature of a condominium — privately owned units with limited common services — it is important for unit owners to understand their responsibilities as landlords. The following are some tips to help you ensure effective management of your property.

1. *You Run a Business* — If you choose to rent out your unit, it is important that you recognize that you have decided to run a business and that you are entirely responsible for managing all issues related to your tenant and your unit. The Association Management Office has no responsibility for managing your business relationship with your tenant, overseeing your tenant's behavior or communicating with your tenant. The Association's responsibility is to owners only. Following are some examples of your responsibilities.

2. *Duty to Communicate with Your Tenant* — On occasion, important information will be mailed to you — at the address you have on file in the office — which might be relevant to your tenant. It is your responsibility to convey this information to your tenant. If you fail to deliver this information to your tenant and your tenant experiences difficulties as a result, you are responsible for resolving the problem with your tenant.

3. *Responsibility for Tenant Behavior* — As the unit owner, you are responsible for the behavior of your tenant(s). If your tenant violates Association regulations, you — not the tenant — will be served with a complaint notice, and you will be subject to any penalties associated with the violation(s). So, it is important that your tenant clearly understand Association regulations as it is no defense to say that you were unaware of the tenant's behavior. Please screen your tenants carefully and clearly explain that you will be held accountable for their behavior.



4. *Tenant Complaints* — If your tenant has a complaint, he or she must tell you, not the Management Office. If it is relevant to the Association at large, it is up to you to communicate it to the Management Company. The Management Company or Board of Directors will respond, as appropriate. The only exception is emergencies, such as water leaks coming from outside your unit, which should be reported directly to the Management Office.

5. *Tenant Damage* — Damage caused by your tenant is your responsibility. If damage occurs as a result of an accident or negligence on behalf of your tenant, resulting damages to yours or another unit is your financial responsibility, not your tenant's. You may seek to recover the cost of damages or repairs from your tenant; however, you will ultimately be held accountable.

6. *Payment of Fees* — Payment of the move-in fee or other relevant fees is your responsibility, not your tenant's. If any relevant fee remains unpaid, it will be added to your account, even if you asked your tenant to pay it.

7. *Tenant Keys and Key Fobs* — It is your responsibility to supply your tenant with a key to your unit door and the key to any padlock you may have attached to your assigned storage cage. You should also recover the key fobs from previous tenants to give to new tenants for access to laundry and trash rooms and for after-hours access to hallways, and contact the Management Office to update your key fob application with new tenant information.

The Association is dedicated to ensuring the peaceful occupancy of every unit. However, it is essential that landlords understand the responsibilities associated with renting out a unit. Landlords must take responsibility for

management of their unit regardless of where they reside. Inevitably, situations arise that require attention by the landlord while they are away. For this reason, the Association **requires** absentee landlords to provide the Management Office with accurate, up-to-date contact information to respond to emergencies or urgent communications from the Management Office.

If an owner is not accessible or cannot easily respond to communications, the Association strongly urges landlords to appoint a local agent who can handle issues as they arise.

A final note: Simply changing the return address on correspondence to the office does not ensure that the contact information in the Management Company's records or your unit file is changed. Please call and inform the Management Office explicitly with updated contact information.

## USEFUL NUMBERS

### **Move-In Phone Numbers**

(Note: All Arlington County Offices mentioned below are conveniently located at 2100 Clarendon Blvd. in the Courthouse Plaza across from the Courthouse Metro stop. Many Arlington County services are described on the County's Website, <http://www.arlingtonva.us>.)

**Cable Television & Internet:** Comcast of Arlington - 1-866-928-9135; Verizon FIOS – 1-800-837-4966 or go to Verizon.com. Cable installation must employ existing cable access boxes; installation directly through windows or exterior walls is not allowed. (Satellite dishes are not permitted in Colonial Village.)

**Electricity:** Dominion Electric Power; apply for service by calling 1-866-366-4357 (TTY 1-800-291-7745).

**Parking (CVI Parking Lot at 1903 N. Key Blvd.):** See Appendix A.

**Parking (Zone 4 Parking Permits for Street Parking):** Arlington County Office of the Treasurer, 2100 Clarendon Blvd, Suite 201, Arlington, VA 22201; 703-228-3344; for information, <http://www.parkarlington.com>.

**Pet Licenses:** Dogs must be vaccinated against rabies and licensed with the County; 703-228-3080.

**Schools:** Visit the Arlington County Schools Website at <http://www.arlington.k12.va.us> or call (703) 228-3000.

**Telephone:** Contact Verizon or Comcast (see numbers above). Installation must utilize existing telephone access; installation through windows or exterior walls is not allowed.

**Vehicle Registration (State):** Must register within 30 days of becoming a Virginia resident. Registration services are offered at the DMV Select office in Courthouse Plaza. For complete details visit:

<http://www.dmv.state.va.us/webdoc/citizen/vehicles/vehiclereg.asp>

or call 1-866-368-5463 (TTY 800-272-9268).

**Vehicle Registration (County):** Must register within 30 days of becoming an Arlington County resident. If a new Virginia resident, register with the state first. Fill out the online form at:

<http://www.arlingtonva.us/Departments/CommissionerOfRevenue/CommissionerOfRevenueVTRegistrationForms.aspx>

or bring your state registration papers to the Office of the Commissioner of Revenue, 2100 Clarendon Blvd., Suite 200. For more information, telephone (703) 228-3033. For a Zone 4 Parking Permit, visit the Treasurer's office at Suite 215, 703-228-3344.

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

## **Other Helpful Numbers**

### Arlington Co.

- Animal Welfare: (703) 931-9241
- Arlington Alert (emergency info alerts): (703) 228-3314
- Hazardous waste disposal: (703) 228-6832
- Missing/damaged street signs, meters, etc.: (703) 228-3575 /3576
- Parks and Recreation information: (703) 228-7529
- Potholes reporting: (703) 228-6570

## **Emergency Numbers**

<u>Police/Fire/Ambulance</u> (Arlington Co.) - <i>Emergency:</i>	911
<i>Non-emergency:</i>	(703) 558-2222
<u>Police - Virginia State:</u>	(703) 845-6300
<u>Colonial Village I - CVI Office/Emergency After-Hours:</u>	(703) 525-5557
<u>CoinMach</u> - <i>to report broken washers/dryers in CVI:</i>	(877)264-6622
<u>Dominion Virginia Power</u> – <i>to report power outages:</i>	(888) 667-3000
<u>National Response Center</u> - <i>to report chemical/oil spill, terrorism:</i>	(800) 424-8802
<u>Phone – Verizon</u> - <i>24 hr. service/repair:</i>	(800) 837-4966
<u>Poison Control:</u>	(800) 222-1222
<u>CVI Towing</u> – <i>Advanced Towing:</i>	(703) 525-0550
<u>Washington Gas</u> – <i>to report gas leak/emergency:</i>	(703) 750-1400
<u>Water</u> (Arlington Co.) - <i>Emergency After-Hours:</i>	(703) 228-6555
<u>Wildlife Rescue League</u> – <i>injured/orphaned wild animals hotline:</i>	(703) 440-0800

## Summary of CVI Rules and Policies

This document summarizes Colonial Village I Covenants, Bylaws, Regulations and Board Policies. This is only a partial, plain-language summary for the convenience of owners and tenants. In the event of a conflict, the recorded Declaration, Covenants, Bylaws, Regulations and Policies, as well as applicable state, federal and local laws, will govern. Some of the most significant documents are attached as appendices.

*To request services or submit questions or complaints, contact the Management Office at 1903 Key Blvd. (side entrance) during posted hours, or call 703-525-5557.*

### **A. Move-In**

- *Moving Vans* (street parking reservations) – Parking reservations for street-side loading/unloading must be made through Arlington County several days in advance. The Web address for further information is <http://www.arlingtonva.us/departments/EnvironmentalServices/cpe/custserv/css/EnvironmentalServicesRow.aspx> or call 703-228-4798, Moving vans may not be driven or parked on the curbs, sidewalks or lawn and are prohibited from being parked in the Key Boulevard parking lot.
- *Keys & Key Fobs* – The Management Office does not have keys to individual apartment doors or storage bins. New owners must receive unit keys and key fobs which open the common area doors from the previous unit owner. Likewise, new tenants must obtain these keys from their landlord. (See Appendix H, Key Fob Policy)
- *Changing Locks* – If you change your locks, the replacement lock-set must

be substantially similar in appearance to the existing hardware (brass finish, round door knob, single brass bolt lock located above door knob, brass knocker with engraved unit number, and peephole).

- *Move-In Fee* – Move-In fees cover incidental damage and common-area clean-up associated with move-ins. Move-in fees are collected as part of settlement fees for new owners. Whenever a new resident moves into a unit, the unit owner must notify the Management Office within 30 days of the move-in by providing a copy of an executed lease agreement, a tenant certification, and the required \$150 move-in fee. Landlords may elect to have new renters pay the fee directly to the Management Office. However, the ultimate responsibility for paying the fee lies with the owner. Unpaid move-in fees may prevent the issuance of parking passes or key fob access to common areas. This fee may also be assessed to the unit owner's account, if it remains unpaid after 30 days.

- *Parking in CVI Lot* – You must register your car to receive a parking permit for the parking lot at 1903 N. Key Blvd. Without a valid, permanently affixed parking permit from the Management Office, your car is subject to towing. *Temporary permits are not issued.* New residents are urged to visit the Management Office to get a parking permit as soon as possible. Until your car is registered, you must park elsewhere or risk getting towed. Parking in the CVI lot is exclusively for residents; no visitors are allowed. (See Appendix A, Parking Regulations, for more on CVI parking.)

- *Parking on Street* – The streets in the Colonial Villages are public parking. However, during specified periods of the day, parking on all these streets is restricted to Zone 4 residents only. The restrictions applicable to specific streets are indicated by street signs. You must obtain an Arlington County Zone 4 sticker or windshield card from the Arlington County Treasurer's Office after registering your car with the county. Registered Zone 4

residents may also obtain temporary visitor parking passes from the County. Possession of an Arlington County Zone 4 sticker does not permit you to park in the CVI parking lot. For information about parking in Arlington, visit:

<http://www.arlingtonva.us/Departments/EnvironmentalServices/dot/traffic/parking/EnvironmentalServicesParking.aspx>

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

If there is evidence of damage to common areas or other units as a result of leakage from bathtub walls, the Association will require repair or will require access to the unit to make such repair, at the expense of the unit owner. Remodeling or replacement projects involving the bathtub or wall tile *must* correct this problem (see the regulation entitled “Unit Remodeling, Alterations and Improvements; Installation and Replacement of Appliances,” Regulatory Resolution 2009-1, as amended).

- *Resident Handbook Certification* – All unit buyers receive a copy of the Resident Handbook with their resale package. A Certification of Receipt must be signed and submitted with the HUD-1 settlement statement to the Management Office. Landlords must provide new tenants with a copy of the Resident Handbook and submit a Tenant Certification of Receipt to the Management Office. The Handbook can also be found online at: [www.colonialvillagei.com](http://www.colonialvillagei.com)



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

## **B. Landlords and Tenants**

- *Lease Terms* – Units may not be used for hotel or transient purposes. No portion of a unit (other than the entire unit) may be leased for any purpose. The initial lease term must run at least six months. Any arrangement between an owner and a resident involving money, goods, or services passed in exchange for the right to occupy a unit requires a lease. All leases must be in written form.

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

- *Conformance to Rules* – Leases and subleases must specifically require conformance to condominium Covenants, Bylaws, Regulations, and Policies.

- *Submission of Lease to Office* – A copy of the lease or sublease must be furnished to the Management Office no later than 30 days after move-in.

- *Landlord Responsibility for Tenants* – If tenants engage in unacceptable behavior (such as excessive noise or damage to common property), CVI will hold the relevant landlord responsible and may require the landlord to

remediate the objectionable behavior or eject the tenant.

- *Landlord's Address* – Landlords must keep the Management Office informed of their current address or that of a responsible agent.

### **C. Storage**

- *Storage Bins* – All units have access to one storage bin in designated basement storage areas. Bins are assigned by the Management Office. No items may be stored: (a) on top of or in storage area aisles or corridors; (b) in other resident's bins without authorization; (c) after the resident or owner has vacated the unit; (d) or in more than one bin. All such items will be discarded without notice. No hazardous materials may be stored in storage bins. All items stored are at the risk and responsibility of the owner. The association is not liable for any private property stored in the bins.

### **D. Hallways**

- *Halls and Other Common Areas* – No personal items, including shoes or umbrellas, may be left in the halls or other common areas.

### **E. Bicycles**

- *Bicycle Rooms* – Bicycles may be stored only in bicycle racks located in common area storage rooms or areas designated by Management for this purpose only. Bicycles stored in hallways, attached to trees or stair rails or placed in other common areas will be removed without notice. It is highly recommended that U-type locks be used to secure bikes to the racks, and it is mandatory that bicycles be registered with Arlington County. Visit [http://www.arlingtonva.us/departments/police/citizens/forms/bicycle\\_registration.asp](http://www.arlingtonva.us/departments/police/citizens/forms/bicycle_registration.asp) 703-228-4057.

## F. Pets

- *Complaints* – Owners who wish to register a complaint regarding pets should use the Complaint Form. See “Exhibit A”. This form can be obtained from the Colonial Village website or by contacting the Management Agent. Additionally, residents can call Arlington Animal Control at 703-931-9241.
- *Flower Beds* – Residents are particularly requested to keep pets out of flower beds and other plantings. Our flowers and ornamental plants are intended for the enjoyment of all residents, and are costly to plant and maintain.
- *Leash Law* – Dogs must be accompanied by an adult and leashed or carried when on common property. A list of county dog parks is located at: <http://www.arlingtonva.us/departments/ParksRecreation/scripts/dogs/ParksRecreationScriptsDogsDeaLocations.aspx>
- *Liability* – Pet owners are deemed to have agreed to hold CVI and all other owners free and harmless from any claim or liability arising from maintaining the pet.
- *Pet Waste* – Dog and cat owners must pick up their pets’ waste, bag it, and put it in the designated “doggie bins” in the trash rooms. Depositing it temporarily in common areas until it is convenient to take it to the trash room is not permitted.
- *Registering* – Pets must be registered and inoculated according to state and local law, and must also be registered with the Arlington County. Visit <http://www.arlingtonva.us/departments/Treasurer/TreasurerDogLicensing.aspx>

## **G. Trash and Recycling**

- *In General* – Trash may only be deposited in designated trash bins in the trash rooms. Leaving it on the curb is not permitted. Likewise, the practice of temporarily leaving trash bags in hallways or other common areas until it is convenient to take them to the trash room is forbidden. Opening, removing or transferring trash from sealed garbage bags is strictly forbidden. If a resident employs a house-cleaning service, it is the resident's responsibility to ensure that the house-cleaner has a key fob for the trash room.
- *Limiting Odors* – Please rinse out your recyclables before depositing them in the recycling bins. Place regular trash in sealed bags so odors do not offend residents who live near trash rooms.
- *Cardboard Boxes* – Residents are asked to break down boxes before putting them in trash rooms. Empty boxes take up a lot of space and can quickly fill the trash room.
- *Recycling* – The Association and its trash contractor comply with county laws regarding recycling. Please help our recycling efforts. Deposit only appropriate items (cans, bottles and *broken-down* cardboard boxes) in the bins marked "Recycling." Phone books, coated paper, window envelopes and plastic newspaper bags should not be placed in the "Newspaper" bins – "when in doubt, leave it out." Putting garbage in recycling or newspaper bins undercuts the recycling program and increases our waste disposal fees.
- *Bulk Trash* – In general, unit owners and residents are responsible for removing their own:
  - discarded appliances (stoves, dishwashers, refrigerators, etc.);

- debris from remodeling (kitchen cabinets, shelving, molding, carpeting, etc.);
- discarded bulk furniture (sofas, tables, bookcases, etc.); and
- hazardous materials (paint, thinner, varnish, oil, batteries, computers, etc.).

For the convenience of owners and residents however, the Association has established a monthly “bulk trash” pick-up that will haul away *some* types of large articles, as follows (for the full regulation, see Appendix D):

- Bulk Trash will be removed from the property on the 1st day of the month, unless the 1st falls on a Sunday, in which case it will then be the 2nd day of the month (Monday). This schedule may be altered in the event that the pick-up falls on a holiday. A notice will be posted.
- Items may be placed by the curb near any fire hydrant the day before. Residents who place items out at other times will be subject to special assessments or other enforcement action.
- Do not block fire hydrants, streets or sidewalks.
- “Bulk trash” consists of mattresses, tables, TV’s, computers, electronics, microwaves, sofas, desks, dressers and other furniture.
- Not eligible for bulk trash removal are refrigerators, bathtubs, AC units, drywall, flooring, metal, wood, sinks, batteries, or cans that have paint, industrial cleaners or solvents in them. (Note: Cans of paint, industrial cleaners or solvents may be thrown in the regular trash as long as they are completely empty.)
- All contracts for remodeling projects (see Section S below) must include provisions for removal of construction debris. Individuals who perform their own remodeling work must remove their own debris.

- *Smoking* – Please do not discard cigarette or cigar butts or any other litter on CVI lawns and common areas.

## **H. Garbage Disposals**

- *Appropriate Use* – A major cause of drain and sewer backups in CVI is the improper use of garbage disposals. Please avoid putting large quantities of the following items down the disposal: (a) grease; (b) fibrous vegetables (such as celery, banana peels, onion skins, potato peelings); or (c) starchy foods, especially rice. Put grease in a can or cup and store it in the refrigerator until it is solid, then place it in a garbage sack. Smaller quantities of grease can be placed in an absorbent substance such as a paper towel and put in the garbage.

Always use plenty of cold water when using the disposal. This solidifies and chops up grease and allows it to flush safely through the lines. In contrast, hot water keeps the grease liquid until it hits the drain lines, where it solidifies and coats the inside of the pipes.

## **I. Laundry Room**

- *Use of Washers and Dryers* – Please follow instructions for the use of washers and dryers, such as not overloading them or washing inappropriate items. Residents are asked to promptly remove clothing from machines once the washing or drying cycle is complete, particularly during high-traffic times, such as Sunday. Please clean the lint trap after using the dryers.

- *Malfunctioning Machines* – Please report malfunctioning washers and dryers promptly to either the laundry machine vendor or the Management Office. Reporting the problem directly to the vendor speeds up turnaround on repairs. The vendor's contact information is located on each machine. Be sure to cite the machine identification number on the front of the

machine. As a courtesy to others, residents are encouraged to put a note on malfunctioning machines when they are malfunctioning.

## **J. Barbecuing**

- *Barbecuing Safety* – If barbecuing on the lawn, please put a dish or tin foil under the barbecue grill to protect the grass from the heat. Do *not* dump the coals on the grass or under a tree; this kills plants. Do *not* put warm or hot coals in the trashcans. Be sure the coals are “dead out” before putting them in the trashcans. No barbecuing is permitted within 15 feet of any building. Grills with live coals may not be left unattended.

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

## **K. Car Washing and Maintenance**

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

## **L. Gardening**

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

## **M. Feeding Birds and Squirrels**

- *Birdfeeders* – Installation of bird feeders is prohibited anywhere on the

property.

- *Feeding Birds and Squirrels* – Feeding of birds and squirrels is strongly discouraged. Although the Board recognizes the pleasure birds and squirrels bring to residents, it is an unfortunate fact that the majority of seed and other food set out for such animals end up feeding rats, which are present everywhere in urban areas.

## **N. Insect Extermination**

- *Extermination Service* – CVI contracts with an extermination service to provide free extermination services to residents on request. Services are provided twice monthly on Wednesdays of each month. Residents should contact the Management Office to be placed on the list for services on the next scheduled visit; if the resident does not plan to be present, keys may be left at the office to allow the exterminator access to the unit. Residents seeking immediate extermination service may contact any licensed exterminator and arrange for such service at their own expense.

## **O. Package Pickup and 'Front Desk' Services**

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



• *No “Front-Desk” Services* - Some apartment buildings provide ‘concierge,’ or front-desk, services, such as holding unit keys for absent residents or providing drop-off services for residents who wish to transfer keys or other items to other people. For security and liability reasons, the Management Office is not permitted to perform any of these functions. In particular, please do not insert keys in the drop-box with instructions to transfer them to any other party; the keys will not be surrendered to any party other than the unit owner or the lease-holder, and identification will be required.

## **P. Meeting Room Use**

*Meeting Room Rental* - Residents may reserve the meeting room at 2021 N. Key Blvd. for nonprofit activities at times not conflicting with official Association activities. The cost is \$35.00 plus a \$100 refundable deposit. The reservation form and regulations are available on the Association Website or by request from the office. Please contact the Management Office for more details.

## **Q. Lockouts**

• *Hallway Lockouts* – Entrance doors are locked from 10:00 pm until 7:00 am the following day. Residents who are locked out because of a key fob malfunction, lock malfunction, or because they do not have their key fob should call 703-525-5557 even after hours. If a resident does have access to the entrance but not the laundry room, trash room or storage room they should contact the Management Office during normal operating hours.

• *Apartment Lockouts* – A resident who is locked out of his or her unit should contact a competent locksmith. CVI engineering staff cannot assist with lockouts. Residents who are locked out may use the CVI office phone to make a local call to a locksmith during regular office hours.

## **R. Windows**

- *Replacement Windows* — No windows may be replaced without advance approval by the Board. All replacement windows must conform to the official CVI specifications (see the regulation entitled “Window Replacement” and successors). Failure to seek and receive advance approval for window replacement is, in itself, cause for enforcement action, including a special assessment. In addition, without exception, windows not conforming to CVI specifications must be removed and replaced at owner expense.

- *Window Treatments* — Unit windows must be furnished with blinds, curtains, or interior shutters. Blinds or shutters must be white or beige in color or of natural wood. Curtains must be white or beige in color or have a liner of white or beige. All window treatments must be maintained in good repair.

The window treatments just described are the only devices or objects that may be employed to block sunlight or vision through windows. Windows may not be obscured by any other device or objects, including, but not limited to, furniture, paint, paper, foil, cardboard, or books. Placement of small ornamental objects or small plants on the interior windowsills is permissible, provided they do not obscure more than 10 percent of the window area.

- *Signs* — No signs of any kind may be displayed in windows.

## **S. Repairs and Renovations**

- *Plumbing* – If residents observe any leaks or drainage problems that appear to involve common element piping – in particular, any drainage

problem involving more than one drain – please contact the CVI emergency number rather than private plumbers. If a resident contracts with a private plumber for common element repairs, the resident will not be reimbursed for the cost.

- *Shut-off Requests (Water)* – All non-emergency shutoffs must be arranged with the office *four business days* prior to commencement of work. The Management Office notifies affected residents at least one day in advance by placing a flyer on the bulletin board of each affected building. Emergencies may require water shut-off without notice.

- *Renovations* – In most cases, renovations, remodeling and improvements require advance approval by Management or the Board. The only exceptions are minor repairs to existing appliances and fixtures, which are permitted without notice; this includes replacement of malfunctioning garbage disposals and emergency replacement of toilets. *Owners who fail to get advance approval will be subject to special assessments and, if the improvements do not conform to CVI standards, may be required to remove the improvements.*

*All repair or renovation work performed in any unit must conform to the building codes of Arlington County and the State of Virginia. Board approval for any particular project does not constitute a waiver of any applicable laws governing the work.*

Any and all debris associated with repair or renovation work must be removed from the complex by the contractor or unit owner; no debris may be deposited in CVI trash rooms. Hallways must be kept clean and any damage repaired by the contractor or unit owner.

Please consult the regulation entitled “Unit Remodeling, Alterations and Improvements; Installation and Replacement of Appliances” for more details. It is strongly advised that anyone planning renovation contact the Management Office at the start of the planning process; this can

prevent needless delays and mistakes.

- *Mold* – Units were originally constructed without external air vents, and owners are deemed to have accepted this condition when they purchased their units. Replacement of old windows with more tightly constructed modern windows may reduce the external ventilation for units with a consequent rise in ambient humidity and an increased risk of developing mold. By installing new windows, owners are deemed to have accepted this risk. Cracking a window in the bathroom, periodically running the air conditioner or using a portable dehumidifier are among the strategies that can be employed to reduce humidity.

There are no external vents for either bathrooms or kitchens. Piercing walls, ceilings or floors to install such vents is prohibited.

- *External Modifications* — Other than replacement of windows, no other external modifications to the buildings are permitted. In particular, cable and telephone service must be routed through existing cable boxes and telephone service lines; lines may not be run through windows or through exterior walls. Such lines will be removed without warning and the owner will be charged for any damage to the building. Satellite dishes are prohibited.

- *Management Access to Units* – Under the Bylaws, the Management Office has, without limit, the right to access units for inspections, repairs to common elements and other purposes. Access will be arranged in advance at a convenient time for residents except in an emergency. Failure to grant access within a reasonable period of time may lead to legal action, as well as direct access through the use of a locksmith. In the latter case, the unit owner will be responsible for locksmith charges and will be deemed to have waived all claims for liability associated with the entry.

- *Units in Good Repair* – Under the Bylaws, unit owners are required to keep their units in good repair. In particular, any condition in a unit that threatens or causes damage to common areas or other units must be promptly repaired. Management has the right to inspect repairs to ensure that they are adequate to eliminate the problem.
- *Running Toilets and Water Taps* – Water bills are a shared expense, so toilets or water taps that run continuously constitute a drain on the common budget. Owners are required to keep their unit plumbing in good repair.
- *Broken Windows* – Unit owners must promptly repair broken windows in their units.

## **T. Appliances and Carpeting**

- *Appliances* – Appliances (with the exception of garbage disposals, as noted above) may not be replaced without notice and approval by the Board. The Board may require the removal of non-approved appliances at owner expense. Any damage caused to the common areas by such appliances will be charged to the owner.

All appliance installations must meet Arlington codes. It should be noted that installation of over-the-range microwaves typically requires the addition of a separate electrical line, which requires an Arlington County electrical permit. Unit owners should also be aware that there are no external vents in CVI units.

- *Clothes Washers and Dryers* – In-unit clothes washers and dryers, including high-efficiency units, are not permitted due to the limitations of building plumbing and electrical systems.
- *Window Fans and Air Conditioners* – No vents, ducts, fans, air

conditioners or appliances of any description may be installed in windows.

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

## **U. Noise**

- *Excessive Noise* – Excessive noise, such as playing the stereo or musical instruments loudly at night, is not permitted and may render the offender liable to special assessments or other enforcement action. Please be considerate of your neighbors. Musicians should note that playing musical instruments in apartments commonly results in noise complaints, and they may wish to consider obtaining other rehearsal space.

## **V. Soliciting**

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

## **W. Personal Security**

- *Personal Safety* – Problems relating to personal safety should be reported immediately to the police or fire department, as appropriate. Residents should inform the Management Office of criminal activity or other emergencies after informing the appropriate authorities. Please note that neither the police nor Management can take steps to respond to safety issues if incidents are not reported.

- *Police Patrol* – The Arlington County police are authorized to patrol the property.
- *Propping Open Doors* – Please do not prop open secured doors, such as doors to hallways, laundry rooms, storage areas and bike rooms. In addition to undermining the security of persons and property, this invites invasion by rodents and insects.

## **X. Enforcement**

- *Complaint Process* – Residents are encouraged to work with the Management Office to resolve problems. If the concern relates to another resident's behavior and cannot be resolved by the office, formal complaints may be addressed to the Board (see Appendix B). The Board may also initiate a complaint. After a hearing (or if the hearing is waived by the party against whom the complaint is filed), the Board may choose to impose a special assessment on the offending party and/or pursue other legal action. Virginia law authorizes special assessments as high as \$900, along with injunctive relief. Please note, failure to respond to a hearing notice is automatically deemed to constitute waiver of a hearing, so it is important to respond to a hearing notice.
- *Appeal* — Unit owners who believe that the Colonial Village I Association violated legal requirements (Virginia statutes or regulations) in rendering an adverse decision may file a "Notice of Adverse Decision" with the State of Virginia Common Interest Community Ombudsman at:  
[http://www.dpor.virginia.gov/dporweb/cic\\_ombuds.cfm#FilingAComplaint](http://www.dpor.virginia.gov/dporweb/cic_ombuds.cfm#FilingAComplaint)  
 or call 1-804-367-2941; <mailto:CICOmbudsman@dpor.virginia.gov>
- *Failure to Pay* – Failure to pay CVI assessments and any violation charges, late fees or others costs or fees that have been legally assessed

against a unit account will result in the initiation of collection action as set forth in the CVI covenants and by-laws.

- *Other Measures* – The Board may take such other action authorized by law to enforce the Covenants, Bylaws, Regulations and Board Policies.

## **Y. Communication and Notices**

- *Distribution of Notices* – The Bylaws specifically state that distribution of notices by hand to unit doorways *or* by first-class mail to the owner's address constitutes sufficient notice of any pending action. Final regulations and the notice of the annual election are always delivered to owners' addresses. However, to save postage, many less urgent notices, such as notice of utility shut-offs, are simply distributed directly to unit doorways or posted in common areas.

- *Minutes* – The agenda of the monthly Board meetings is posted in the hallways in advance of each meeting. Minutes may be posted in the hallways after each Board meeting or can be viewed on the Association's website.

- *Website* – Many Association documents, including Board Regulations, Minutes and this Handbook, are posted on the Website at:  
[www.colonialvillagei.com](http://www.colonialvillagei.com)

- *Bulletin Boards* – The bulletin boards in the hallways and laundry rooms are for the official business of the condominium. Commercial solicitations (take-out menus, cleaning services, moving services, etc.) are strictly forbidden, and may be removed without notice.



## **Z. Governance**

- *CVI Board of Directors* – The Association is governed by a seven-member, elected Board of Directors serving staggered three-year terms. The annual election is held in October.

- *Monthly Meetings* – The Board of Directors generally meets monthly in the meeting room at 2021 N. Key Blvd. Meetings are open for any resident. Meetings are typically held the fourth Wednesday of the month at 7 pm, but may be shifted at Board discretion. The agenda is posted in hallways approximately a week in advance.

Residents may present concerns in a “residents’ forum” *at the start of the meeting*. Residents wishing to make an extended presentation are urged to contact the office beforehand so the Board can set aside time for the presentation.

## **AA. Management and Maintenance**

- *Legum and Norman, Inc.* – Legum and Norman manages the Colonial Village I Association under the direction of the CVI Board of Directors. The office at 1903 N. Key Blvd. (side entrance) is the main point of contact for residents with questions, complaints and maintenance reports. The main door has a drop-box for delivery of payments or written communications after hours. See the front cover for contact information.

## **BB. Extended Absences**

- *Preparing for Extended Resident Absences* – Residents who expect to be gone for extended periods of time are encouraged to have a trusted friend or relative periodically check their units and automobiles, as well as the bulletin boards in the hallways. Among the unexpected events that may

occur during extended absences are: plumbing leaks, utility shut-offs for repairs or Arlington County requiring cars on the street to be relocated. Residents who intend to be gone during the spring change-over to new parking permits for the CVI parking lot should contact the office in advance to ensure their cars are not towed for expired permits.

### **CC. Parking Lot at 1903 N. Key Blvd.**

*This section of the Resident Handbook is only a summary of the parking regulations; see Appendix A for a full copy of the parking regulations. Those regulations supersede anything in this summary.*

- *Parking Lot at 1903 N. Key Blvd.* – 71 parking spots are available on a *first-come, first-serve basis* for all CVI unit owners and residents whose cars display a valid CVI-issued permit with a license number matching the license plate of the vehicle. Since there are 212 units in the complex and each unit is entitled to one parking permit, no one is guaranteed a parking spot in the lot.
- *Towing* – The CVI parking lot is patrolled by a towing service on a 24-hour basis. Vehicles will be towed, *without notice*, for violations of the parking regulations or failure to display a proper permit. To ensure availability of parking spaces for legitimate permit-holders, the towing program is rigorously enforced. Individuals whose cars are towed should contact the towing company (Advanced Towing) at 703-241-2211 to retrieve their cars. *The Management Office has no responsibility for towed cars and is not responsible for notifying residents whose cars are towed.*
- *Permits* – Applications for stickers (permits) may be picked up at the Management Office. Only one valid permit will be issued *per unit* at any particular time, regardless of the number of residents in the unit. Permits

may not be directly transferred from one car to another. If a permit holder wishes to transfer a permit to another car, the old permit must be turned in and voided before a new permit can be obtained.

- *No Visitors or Temporary Permits* – Visitors, other than contractors authorized by the Management Office, are not permitted to use the lot. No temporary permits will be issued.
- *Obtaining Initial Permits* – Unit owners and tenants must bring their driver's license and registration to the Management Office. Tenants must also bring a copy of their current lease. Permits will not be issued for any unit that does not have a settlement statement or lease on file and/or an unpaid move-in fee.
- *Annual Renewal* – Permit-parking applications will be distributed to residents on an annual basis two (2) months prior to the current permit expiration date. The expiration date is listed on the permit. Applications are placed on unit doorsteps; aside from the expiration date printed on the existing permit, this is the only permit expiration notice that owners and residents will receive.

## **DD. CVI Liability and Insurance**

- *No Bailee Liability* – CVI bears no liability for the security or safety of items in storage bins, bicycle rooms, parking lots or other common elements of the condominium. Homeowner and renter insurance typically covers loss or damage of such items, and residents are encouraged to obtain such insurance.
- *Unit Damage* – CVI has a master insurance policy that provides property casualty coverage for the condominium project. The policy covers original

unit components (such as carpet and cabinets) and “like-kind” replacements. Coverage is subject to a \$5,000 deductible, which may be the responsibility of the unit owner.

The Association’s policy does not cover personal property (e.g. furniture, clothing, rugs, wall hangings, window treatments), or betterments and improvements that unit owners may have made to their units (e.g., upgraded cabinetry, hardwood flooring), personal liability or additional expenses, such as the costs of temporary displacement. Inexpensive homeowner (HO-6) and renter insurance (HO-4) policies typically cover loss or damage to such property, and unit owners and renters are strongly urged to obtain such insurance.

To place a claim against the Association’s master policy, you must submit an incident report to the Management Office. For more details, see the “Liability for Deductible on Damage Insurance Claims” regulation. This regulation, as well as an incident report form and a summary of the Association’s policy, are posted at [www.colonialvillagei.com](http://www.colonialvillagei.com) and are available in hard-copy at the Management Office.

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

## Appendix A

### Parking Regulations for Lot At 1903 N. Key Blvd.

**Important Note:** There are only 71 parking spaces for 212 units in the Colonial Village I parking lot behind 1903 N. Key Blvd. Each unit is entitled to one parking permit, and parking is available only on a first-come, first-serve basis. There is no guarantee that any resident will find an open spot in the parking lot at any given time. Particularly late at night, residents may find it necessary to park on the street or make other arrangements for parking their car. For the same reason, these parking regulations are strictly enforced, and any car lacking a current, valid parking permit will be towed without warning.

1. Any vehicle owned and/or driven by a Colonial Village I unit owner or tenant that is parked in the lot behind 1903 N. Key Boulevard must be registered with the Condominium Association and display the required parking permit on the rear windshield on the driver's side of the vehicle. (Only in cars without a fixed rear windshield, i.e., Jeeps or convertibles, may the parking permit be affixed to the front windshield on the passenger's side.) Vehicles must be parked in conformity with these regulations and Arlington County law.

**NOTE: THE COLONIAL VILLAGE I PARKING PERMIT DOES NOT REPLACE THE ZONE 4 PARKING STICKER REQUIRED BY ARLINGTON COUNTY TO PARK ON THE STREETS.**

2. Each unit is assigned ONE parking permit, which must be affixed to the vehicle being registered to that unit. Parking permits will be issued upon presentation in person of a driver's license and a copy of valid vehicle registration, along with the completed Parking Permit Application to the Management Office located at 1903 N. Key Boulevard. (A settlement statement

or current lease must be on file and the \$150 move-in fee must be paid prior to permit issuance.) Permits may not be transferred to third parties.

3. Each permit will show the expiration date of the permit and the license number of the car for which it has been issued. Permits are to be affixed permanently using the adhesive on the front of the permit. Permits affixed with tape or placed on the dashboard or rear deck of a vehicle will be considered in violation of the parking rules and subject to towing. PLEASE remove the old permit before affixing the new one.

4. A parking permit application, a copy of the regulations and an expiration notice are delivered or mailed to each unit in the spring of each year. This is the only renewal reminder that will be provided to unit owners and tenants.

5. It is the responsibility of the permit recipient to note the expiration date printed on the permit. If a permit expires, the vehicle to which it is affixed will become subject to towing immediately. There will not be any prior notification of expiration from CVI beyond the annual distribution of new parking applications and regulations. A new valid application will void the previous permit at that unit address.

6. Visitors may not park in the parking lot behind 1903 N. Key Blvd. Permit holders are responsible for advising visitors or service personnel of the parking regulations.

7. Vehicles will be towed if they have a license plate, registration and/or state inspection sticker that has been expired for more than 90 days, *even if it exhibits a current CVI parking permit.*

8. A vehicle deemed by Management to be a junk or derelict vehicle (for ex-

ample, possessing one or more flat tires and/or has not been moved for an extended period of time) is subject to towing and storage at vehicle owner's expense, *regardless of whether it exhibits a current CVI parking permit*. The permit holder will be notified of the proposed action by first-class mail sent to the address listed on the parking application 30 days in advance of towing.

9. Campers, equipment, trailers, mobile homes, boats moving vans, and oversized vehicles are prohibited from parking in the lot behind 1903 N. Key Blvd. All vehicles must be of a size to fit within the perimeters of the marked parking spaces without risking damage or inhibiting access to adjacent cars.

10. No vehicle repair or maintenance is permitted in the parking areas. Drainage of any automobile fluids is prohibited in the parking areas.

11. Washing of cars in driveways or parking areas or on any part of the property is prohibited.

12. Parking violations include:

- a) Double or stacked parking
- b) Parking in the middle of any roadway
- c) Any vehicle left unattended in a fire lane
- d) Any vehicle occupying more than one space
- e) Parking on grounds other than the pavement designated for parking

13. A motorcycle sharing a parking space with another vehicle constitutes double or stacked parking and is not permitted. (Motorcycles are only to be parked in areas designated for motorcycles.)

14. Noncompliance with these regulations subjects violator to towing **WITHOUT NOTICE** at the vehicle owner's risk and expense, ticketing by

Arlington County Police, assessment by the Board and revocation of parking permit.

15. These amended rules will be enforced beginning May 1, 2005. Until that time, the previous rules and regulations remain in force.

16. Owners who lease their units are responsible for ensuring that their tenants and prospective tenants sign a lease addendum incorporating the current year parking regulations.

17. Any special parking arrangements (i.e., parking for individuals with disabilities) will be considered by Management on a case-by-case basis.

18. Parking permits will be revoked if an owner is more than 60 days delinquent in paying condominium or other fees.

19. The parking lot behind 1903 N. Key Blvd. is patrolled on a daily basis and towing is enforced 24 hours a day.



## Appendix B

### UNIT OWNERS ASSOCIATION OF COLONIAL VILLAGE I, A CONDOMINIUM

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors, by the Act, the condominium instruments and this Resolution, are hereby empowered to suspend rights of use or to services, and to assess charges pursuant to Section 55-79.80:2 of the Act, and it is further resolved that the Board of Directors shall assess such charges for any violation of the condominium instruments or rules only after the following procedures have been followed:

## **I. Complaint**

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

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

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

## **II. Demand.**

A. If determined appropriate, a written demand letter which may be in a form similar to Exhibit "B" hereto shall be sent by first class mail or shall be

hand-delivered to the unit owner at the address which the owner has provided to the Association or at the unit address, if no other address has been provided. A copy may be sent to the tenant if there is a tenant.

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

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

### **III. Notice of Hearing.**

A. If the alleged violation is not remedied within the date or time specified in the demand letter referenced in Section II and the owner requests a hearing, or if the Board determines a hearing is necessary, a notice of hearing shall be sent. Notice of a hearing shall be hand delivered or mailed by certified United States mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act, to the unit owner at the address of record with the Association. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail.

The demand letter referenced in Section II may be combined with the notice of hearing.

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

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

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

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

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

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

#### **IV. Hearing.**

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

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

C. The hearing is not to be conducted according to technical rules of evidence or procedure applied in a court of law. Rather, the purpose of the

hearing shall be to provide the unit owner with an opportunity to be heard and to be represented by counsel (if desired), within reasonable time limits imposed by the Board of Directors.

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

E. After proper notice has been given, if the unit owner fails to appear at the hearing or if no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges from the final compliance date of the letter, suspend use rights or services or take such other action as may be authorized by the condominium instruments or by law.

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

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

## **V. Records.**

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

## **VI. Assessment of Charges.**

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

## **VII. Other Remedies.**

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

## **VIII. Recusal.**

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

Board member before the sanctioned Board member may resume participation in decisions regarding the imposition of penalties on other CV-1 residents and owners.

UNIT OWNERS ASSOCIATION OF COLONIAL VILLAGE I, A  
CONDOMINIUM

Exhibit "A" to the  
Resolution on Due Process Procedures

**COMPLAINT FORM**

Covenant/Rule Violation Complaint

Date:

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



## **Appendix C**

### **Rules And Regulations Regarding Parcel Retrieval At The Management Office** **(Amended July 28, 2010)**

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

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

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

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

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

1. The Site Office is located on the eastern side of 1903 N. Key Boulevard. Packages can be retrieved during all hours that the Site Office is open. (Hours are posted on the Site Office Door.)
2. Management will designate a room in the Site Office in which parcel delivery companies' (PDC's) employees can place packages for retrieval. PDC employees will be responsible to place packages in an orderly fashion in order that they can be retrieved methodically by recipients.
3. Unit Owners and Residents will be notified by PDC's by way of a notice posted on individual unit entrance doors that a package has been left at the Site Office. (In the event a notice is not placed on your door, please contact the PDC regarding this matter.) PDC's will deliver said package to the Site Office and an employee of the management staff will accept and sign for all packages left by PDC's.
4. When notified by PDC's that a package has been left at the Site Office, the package recipient should as quickly as practicable retrieve the package from the Site Office. Management will return to PDC's all packages that remain in the Site Office unclaimed for two (2) weeks.
5. Unit Owners and Residents will be required to show a picture identification to management staff , and sign for the package(s). Management will accept written authorization from a resident or owner with instructions for a 3<sup>rd</sup> party to retrieve their package. The recipient of the package will be required to present identification and will sign for the package.
6. The package recipient will be responsible to transport their package(s)

without the assistance of management staff.

7. Management staff will not be required to answer telephone inquiries from package recipients regarding sizes, shapes, weights, package shippers, selling vendors, addressees, or other information regarding packages that have been left at the Site Office by PDC's. Owners and residents are requested to contact PDCs (utilize online tracking services) to obtain information about a package that may have been delivered.
8. Management staff will not be required to interact with PDC's on the package recipient's behalf regarding return shipping instructions should the package recipient not wish to claim a package left by a PDC.
9. The Colonial Village Management/Site Office and employees assigned to the Colonial Village Site Office are expressly held harmless and accept no responsibility for any real or alleged damages that are found to exist by package recipients. All damage claims shall be reported directly to PDC's.

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village held on January 9, 2001, and amended on July 28, 2010.

## **Appendix D**

### **Rules and Regulations Regarding Disposal of Bulk Trash, Hazardous Materials and Construction Debris (Amended July 28, 2010)**

WHEREAS, Article 111, Section 2. (f) Powers and Duties. of the By-laws grant the Colonial Village I Board of Directors the power to make and amend rules and regulations governing the Condominium; and

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

WHEREAS, the Board has identified the necessity to establish a policy governing how Colonial Village I Unit Owners and Residents may dispose of bulk trash, hazardous materials and construction debris;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors establish the following Rules and Regulations for disposal of bulk trash, hazardous materials and construction debris by Unit Owners and Residents of Colonial Village I that take place on and after Aug. 1, 2010:

1. Unit Owner and Resident Responsibilities in General — With the exceptions stated in Section 6 below, unit owners and residents are responsible for removing their own:

- discarded appliances (stoves, dishwashers, refrigerators, etc.);

- debris from remodeling (kitchen cabinets, shelving, molding, carpeting, etc.);
- discarded bulk furniture or mattresses (sofas, tables, bookcases, etc.); and
- hazardous materials (paint, thinner, varnish, oil, batteries, computers, etc.).

2. Enforcement — With the exceptions stated in Section 6 below, these costs are not covered by Colonial Village I's garbage contract. If Unit Owners or Residents place these items in CVI's trash rooms or elsewhere on the property, management will require the responsible Unit Owner to remove the items or, at management's sole discretion, will arrange for a special pickup by the current garbage contractor and then charge the responsible Unit Owner. In addition, the Board of Directors may impose special assessments, suspend privileges or take other enforcement action authorized by the Declaration, Bylaws, Rules and Regulations, and the laws of Arlington County and the State of Virginia.

3. Construction Debris — Unit Owners and Residents are advised that contracts for remodeling must include provisions for disposal of debris, as described in the regulation entitled "Unit Remodeling, Alterations and Improvements; Installation and Replacement of Appliances" and successors. Unit Owners and Residents performing work themselves may haul out the debris themselves or contact a trash hauler. Several are listed under "Garbage Removal" in the Yellow Pages. As of July 2010, the Association's contractor was Thompson Hauling; that company may be reached at 703-299-8880.

4. Hazardous Materials — The Arlington County hazardous materials program will accept hazardous materials at 3155 S. Fern Street, at the intersection of South Fern Street and South Glebe Road. As of July 2010, it was open each Saturday from 9 am to 3 pm and during the week by

appointment. For more information, call (703) 228-6832 during normal business hours during weekdays, or visit <http://www.arlingtonva.us/departments/EnvironmentalServices/wpcp/EnvironmentalServicesWpcpHouseholdHazMat.aspx>

6. Bulk Trash Removal Program — Under the Association’s Bulk Trash Removal program:

- a. Bulk Trash will be removed from the property on the 1st day of the month, unless the 1st falls on a Sunday, in which case then it will be the 2nd day of the month (Monday). This schedule may be altered with notice in event that the pick-up falls on a holiday.
- b. Items may be placed by the curb near any fire hydrant the day before. Residents who place items out at other times will be subject to special assessments or other enforcement action as set forth in Section 2 above.
- c. Do not block fire hydrants, streets or sidewalks.
- d. “Bulk trash” consists of mattresses, tables, TV’s, computers, electronics, microwaves, sofas, desks, dressers and other furniture.
- e. Not eligible for bulk trash removal are refrigerators, bathtubs, AC units, drywall, flooring, metal, wood, sinks, batteries, or cans with paint, industrial cleaners or solvents in them. See Sections 3-5 above for suggestions on removing these items. (Note: Cans of paint, industrial cleaners or solvents may be thrown in the regular trash as long as they are *completely empty*.)

This regulation goes into effect Aug. 1, 2010. The previous regulation entitled “Bulk Trash Removal” and dated Dec. 1, 2005, is repealed effective immediately.

## Appendix E

### COLONIAL VILLAGE I BYLAWS (Excerpt)

#### ARTICLE XI

#### USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS

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

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

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

(c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied

with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

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

(e) The sidewalks, entrances, passages, vestibules, stairways corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of similar type and nature be stored therein. No person or persons shall play or loiter in halls, stairways.

(f) No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and Rules and Regulations, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph, except for the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or a Mortgagee in



possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. Nothing in these By-Laws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant or Common Element of the Condominium for promotional, marketing, administrative office, display or other related purposes or from using any Unit or portion of the Common Elements for the settlement of sales of Condominium units.

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

(h) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats, or caged birds) not to exceed one per unit without the written approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days' written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps or maintaining any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever

arising by reason of keeping or maintain such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

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

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

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

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

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

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

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

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

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

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

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

**Section 2. Rules and Regulations.** Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of

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

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

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

**Section 5. Parking Spaces.** Except to the extent limited by the parking easement set forth in Article XI, Section 9 of the Declaration or to such parking spaces as may be used by Declarant in conjunction with Declarant's sales program, all parking spaces designated as such on the Plats and Plans shall be used by the Unit Owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may

otherwise determine; provided, however, that no Unit Owner shall park more than one vehicle (owned or leased by such Unit Owner, or a member of his family) on the Common Element parking spaces without the prior written consent of the Board of Directors. The cost of maintenance and repair of all parking areas shall be a Common Expense.

**Section 6. Storage Areas: Disclaimer of Bailee Liability.** Any storage cubicles or areas in the Condominium are Common Elements and may be assigned to Units by appropriate resolution of the Board of Directors. The Board of Directors, the Unit Owners Association, any Unit Owner and the Declarant shall not be considered a bailee; however, any personal property stored on the Common Elements (including property located in storage cubicles or areas and vehicles parked in the parking areas of the Condominium), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

## Appendix F

### Chart of Maintenance Responsibilities

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

**Column I:** Items. Items appearing in this column are illustrative and not exhaustive.

**Column II:** Common elements Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

**Column III:** Limited Common Elements Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant, provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

**Column IV:** Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the common elements and Common Expense items in such a way that a clear distinction between Unit

Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

**Column V:** Certain Other components Under Unit Owner’s Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities otherwise expressly provided for.

### **Colonial Village Condominium - Maintenance Responsibilities**

<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
<b>Items</b>	<b>General Common Elements Under Association Responsibility</b>	<b>Limited Common Elements Under Association Responsibility</b>	<b>Unit Components Under Association Responsibility</b>	<b>Certain Other Components Under Unit Owner’s Responsibility Without Respect to Ownership of the Component</b>
Plumbing and related systems and components thereof.	All maintenance, repair and replacement of portions of plumbing	If any, same as in Column II.	Only to the extent that a malfunction or threat of same has originated	All portions within a Unit or serving only one Unit, including fixtures and appliances attached thereto.

	serving more than one Unit.		outside the Unit in which the malfunction occurs or may occur.	
Electrical and related systems and components.	All, in all regards.	All, in all regards.	—	All, in all regards, for items serving only one Unit, including fuse box/circuit breakers.
Heating and cooling systems and components thereof.	If any, all, in all regards.	If any, same as in Column II.	—	All, in all regards, for items serving only All, in all regards, for items serving only one unit.
Parking spaces.	All parking spaces in all regards.	If any, same as in Column II.	—	—
Storage Bins (if any).	All, in all regards except routine cleaning.	—	—	Routine cleaning.
Refuse collection areas.	All, in all regards.	—	—	—
Grounds, including all Landscaped and paved	All.	—	—	—



areas and other improvements thereon lying outside the mail walls of the building.

Building, exterior roof, vertical walls, foundations.

All, in all regards, with certain exceptions expressed elsewhere herein regarding routine cleaning.

—

—

—

Windows.

All which do not serve a Unit, in all regards.

—

—

All which serve a Unit, in all regards.

Doors, main entry to Units.

—

—

All surfaces exposed to outside including door panel, buck, trim and sill.

Interior of door panel interior trim. Hardware set including lock and door chime assembly and hinges/closure.

Screens.

All which  
do not  
serve a  
Unit in all  
regards.

— —

All which serve the Unit  
in all respects.  
Replacements to be of  
same color grade and  
style.

## **Appendix G**

### **The Unit Owners Association of Colonial Village (Village I), A Condominium**

#### **Rules and Regulations Regarding Move-Ins Regulatory Resolution 2007 -1**

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

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

WHEREAS, the Board intends to establish specific and consistent Rules and Regulations and to establish a user fee regarding move-in activities that will occur from time to time;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors establishes the following Rules and Regulations for each move-in occurrence within Colonial Village (Village I) to apply equally and alike to all users:

1. Effective January 1, 2008, a non-refundable fee of \$150.00 will be charged against the unit address at which a move-in occurrence

takes place. The owner of the unit is responsible for notifying the Management Office (and, in the case of rental, supplying a copy of the written lease as specified in the By-Laws) within 30 days after the move-in. The Management Office is located at 1903 N. Key Boulevard, Arlington, Virginia 22201 and the telephone # is (703) 525-5557.

2. The fee is an obligation of the unit owner, regardless of whether the unit is occupied by the owner or a tenant.
3. Failure to notify the Management office, pay the fee and (in the case of a rental, supply a copy of the written lease required by the Association By-Laws) within 30 days after the move-in will be considered grounds for possible enforcement actions authorized by the Virginia Condominium Act, the Declaration, the By-Laws and the Regulations, including the Association's "Resolution on Due Process" procedures. These enforcement actions include, among others, fines and liens.
4. No parking permit for the parking lot at 1903 Key Blvd. will be issued as long as the fee (and, in the case of a rental, a copy of the written lease) is outstanding.
5. The previous regulation on this matter, adopted Feb. 18, 2004, is repealed effective January 1, 2008.

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village (Village I), A Condominium, held on Aug. 29, 2007.

## Appendix H

### THE UNIT OWNERS ASSOCIATION OF COLONIAL VILLAGE I, A CONDOMINIUM

#### Exterior Door Locks Policy & Procedures

##### Key-Fob Application & Issuance:

New owners must register all key fobs received at settlement with the Management Company within 30 days of settlement. Likewise, owners must register all new tenants by completing a key-fob application and submitting it by fax, email or delivery to the Management Office. All applications must be approved and signed by unit owners acknowledging that tenants will receive a key-fob.

Residents requiring a replacement key-fob can submit an application. Each unit owner or tenant must show photo ID and sign for receipt of their key-fob. Tenants will be required to have a valid lease on file and the tenant's name on the application must match the name on the lease. Residents will not be permitted to pick up key-fobs for someone else including a spouse or roommate(s) without making prior arrangements with Management and providing proper authorization to do so.

##### Lock Activation Times & Access:

Each key-fob will be programmed to provide access to the building in which the unit owner(s) or their tenant(s) lives. In addition, each key-fob will be programmed to access the common area laundry, storage and trash room doors to which they are assigned. Residents may be reassigned to a new laundry, storage and trash room as deemed necessary by Management.

Common area laundry, storage, and trash room doors will be locked at all times. The front entrance building doors will be locked from 10:00 pm to 7:00 am each day. All emergency personnel will be provided instructions for access, per general emergency policy.

### **Permitted Number of Key-Fobs:**

Each legally residing resident of a unit, owner or tenant, was issued a key-fob at no expense to the unit owner upon initial registration. Additionally, one “spare” key-fob will be permitted, per unit, but only upon request by the unit owner. The “spare” key-fob must be purchased at a cost of \$35.00.

### **Replacement of Key-Fobs:**

Lost or broken key-fobs will be replaced at a cost of \$35.00 and the expense will be charged to the unit owner’s account if not paid in advance. Each key-fob will have a unique serial number imprinted on it. If a unit owner is unable to determine which of their key-fobs was lost, Management will deactivate all key-fobs assigned to a unit until the unit owner can determine which key-fobs are still in their possession.

### **Programming Key-Fobs:**

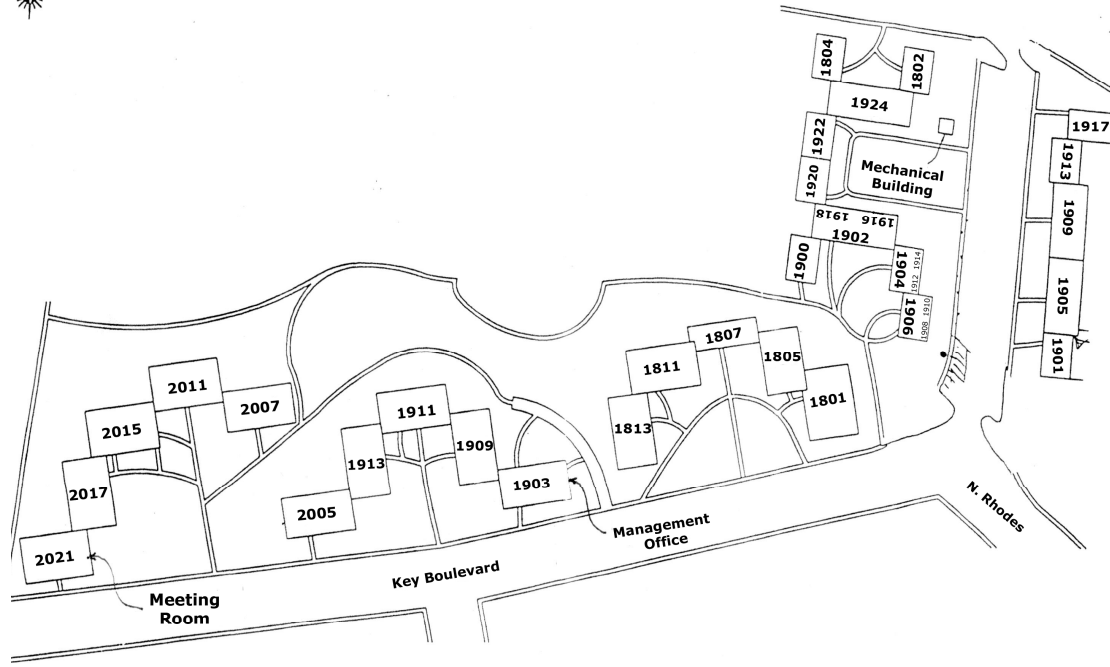
Each new key-fob, whether spare or replacement, must be programmed. The programming requires that each separate door lock be updated to allow access to the key-fob being programmed. Please allow one-week for processing such requests. Because of the type of equipment used during programming, residents will be notified if Management requires additional time to process a key-fob request due to circumstances that may delay processing (i.e., weather conditions). During exceptional circumstances, Management may issue a temporary key-fob which must be returned within

the timeframe specified by Management. The unit owner will be assessed a fee of \$100.00 for any temporary key-fobs that are not returned within the timeframe specified by Management.

**Lockouts:**

If residents lock themselves out of their building, they will need to call the Management Office at (703) 525-5557 to receive instructions for gaining access. The number will roll over to the emergency after hour's answering service who will contact the designated on-call engineer. In addition to the resident's name and address, the engineer will verify that the caller is a resident with a unique security question.

# Appendix I



**Colonial Village I**