



Colonial Village I

Resident Handbook

2008 Edition

Web site: www.colonialvillagei.com



Compiled by Charles Edwards

Colonial Village I Resident Handbook



Colonial Village I

Resident Handbook

2008 Edition

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

Manager: David McPherson
Open hours: 8:30 am to 5 pm, M-F
Regular phone: 703-525-5557
Emergency (after-hours): same number,
will roll over to answering service

Web site: www.colonialvillagei.com

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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.

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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 the Handbook, and must submit a certification of this fact to the management office along with the new lease.

The Resident Handbook is available for download at our Web site, www.colonialvillagei.com. The Regulations and the most relevant Bylaws are also posted on that site. Finally, you can always contact the Management Office directly to answer any questions.

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 Web site, <http://www.arlingtonva.us>.)

Cable Television: Comcast of Arlington; 703-841-7700 (Satellite dishes are not permitted in Colonial Village.) Cable installation must employ existing cable access boxes; installation directly through windows or exterior walls is not allowed.

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

Parking (CVI Parking Lot at 1903 Key Blvd.): See Section W.

Parking (Zone Parking Permits for Street Parking):

Arlington County Office of the Treasurer, 2100 Clarendon Blvd, Suite 201, Arlington, VA 22201; 703-228-3255; for information, <http://www.parkarlington.com>.

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

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

Telephone: Verizon: 703-954-6222 for residential service. 1-800-826-2355 for business service (TTY 800-564-0999).

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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/CommissionerOfRevenueVTFAQsQA.aspx> or bring your state registration papers to the Office of the Commissioner of Revenue, 2100 Clarendon Blvd., Suite 218. For more information, telephone (703) 228-3135. For a Zone 4 parking permit, visit the Treasurer's office at Suite 201, 703-228-3080.

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) 228-3000
- Hazardous household waste disposal (*by appt. only*):
(703) 228-6832
- Missing/damaged street signs, broken meters, etc.:
(703) 228-3575/3576

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- Parks and Recreation information:
(703) 228-4747
- Potholes reporting:
(703) 228-6485

Emergency Numbers

Police/Fire/Ambulance (Arlington Co.) -

Emergency: 911

Non-emergency: (703) 558-2222

Police - Virginia State:

(800) 553-3144

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CVI Office/Emergency After-Hours:

(703) 525-5557

CoinMach -

to report broken washers/dryers in CVI: (800) 229-7837

Dominion Virginia Power -

to report power outages: (888) 667-3000

National Response Center -

to report chemical/oil spill, terrorism: (800) 424-8802

Phone – Verizon - 24 hr. service/repair:

(703) 954-6222

Poison Control:

(800) 222-1222

CVI Towing – Advanced Towing:

(703) 241-2211

Washington Gas – to report gas leak/emergency:

(703) 750-1000

Water (Arlington Co.) - *Emergency After-Hours:*

(703) 228-6555

Wildlife Rescue League -

injured/orphaned wild animals hotline: (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, visit 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 703-228-3629, Option #0.
- *Keys* – Provision of keys (apartment keys, common-area keys, and storage cage keys) to new owners is the responsibility of the previous unit owner. Likewise, the provision of keys to new tenants is the responsibility of the landlord. The management office does not have copies of keys to units or storage cages. Additional copies of keys for the common areas (storage rooms, bicycle rooms and laundry rooms) assigned to the unit in question may be obtained from the management office for \$5.00 per key.

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- *Move-In Fee* – Whenever a new resident moves in to a unit, the unit owner must notify the management office 10 days in advance and must pay a \$150 move-in fee. If the new occupant is a renter (lessee or sublessee), the landlord may require the new occupant to pay the fee directly to the management office. However, the ultimate responsibility for paying the fee lies with the owner; if a new renter fails to pay the move-in fee, the fee will be charged to the unit owner. The fee covers incidental damage and common-area clean-up associated with move-ins. Failure to pay the move-in fee within 30 days after the move-in may result in fines or other enforcement action. No parking permits will be issued for units with an unpaid move-in fee.

- *Parking in CVI Lot* – You may not park in the parking lot at 1903 Key Blvd. without a valid, permanently affixed parking permit from the management office. *Temporary permits are not issued.* New residents are urged to visit the management office to get a parking permit as soon as possible; in the meantime, they should park elsewhere. 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.

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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.parkarlington.com>.

- *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 pools on the windowsill and can eventually penetrate the grout and damage the wall, as well as the exterior wall of the building and the bathroom wall of the unit below. An effective way to prevent this problem is to install a vinyl curtain that overlaps the bottom of windowsill and diverts water away from it.

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. Any and all remodeling or replacement projects involving exterior bathroom walls, such as replacing a bathtub or wall tile, *must* be submitted to the Board for prior approval to ensure the waterproofing is adequate to protect other areas of the building.

- *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.

- *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. In the event that the Board of Directors requires the use of a specific lease form or lease addendum, such forms must be utilized by member landlords. Failure to use such forms will result in enforcement action against the owner in violation, which enforcement could include an action at law or in equity to enforce compliance.
- *Submission of Lease to Office* – A copy of the lease or sublease must be furnished to the management office promptly after execution.
- *Landlord Responsibility for Tenants* – If tenants engage in unacceptable behavior (such as excessive noise or damage

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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.

C. Storage

- *Storage Cages* – All units have access to one storage cage in designated basement storage areas. Cages are assigned by the management office. No items may be stored: (a) in storage area corridors; (b) in other residents' cages without authorization; or (c) after the resident or owner has vacated the unit. All such items will be discarded without notice. No hazardous materials may be stored in storage cages.

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 basements. Bicycles stored in hallways or in other common areas will be removed without notice.

F. Pets

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

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- *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.
- *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>.
- *Flower Beds* – Residents are particularly requested to keep pets out of flower beds. The flower beds are intended for the enjoyment of all residents, and are costly to plant and maintain.
- *Complaints* – Complaints regarding pets can be dropped off at the management office, or residents can call Arlington Animal Control at 703-931-9241.

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. If a resident employs a house-cleaning service, it is the resident's responsibility to ensure that the house-cleaner has a key for the trash room. (Extra keys may be obtained at the management office for \$5.00)

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- *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. Also, the county recycling program will not accept cardboard boxes that are not broken down.
- *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, 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.
- *Furniture, Mattresses, Appliances, Construction Debris and Hazardous Materials* – Removal of these items is the responsibility of the resident. CVI’s garbage contract does *not* cover such special hauling. Residents who leave such items in the trash rooms or common areas will be charged for removal.
 - *Furniture, Mattresses, Appliances and Construction Debris* — To remove these items, contact commercial contractors listed in the phone book. CVI’s garbage company, Thompson Hauling (703-299-8880), is one such company. If you are paying a contractor to remodel, disposal costs are usually included in the bid. If you are replacing appliances or mattresses,

the store will typically dispose of the discarded items for a fee. Several charities accept donations of furniture and other large items; see Appendix D.

- *Hazardous Materials* – Hazardous materials include, among other things, such items as paint, paint thinner, varnish, car batteries, oil, antifreeze, televisions and computers. Arlington County (703-228-6832) accepts hazardous materials at 3155 Fern Street (at the intersection with South Glebe Road) on Saturday from 9 am to 3 pm, and during the week by appointment.

- *Cigarettes* – Please do not discard cigarette butts or 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, and 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 Machines* – 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 machines promptly to either the laundry room service contractor (Coinmach) or the management office. Reporting the problem directly to Coinmach speeds up turnaround on repairs, particularly if the malfunction occurs on the weekend. Coinmach’s number (1-877- COINMACH, that is, 1-877-264-5622) is posted on each machine; in addition, malfunctions may be reported via Coinmach’s Web site (www.coinmach.com). 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 to let them know the machine is broken.

J. Barbecuing

- *Barbecuing Safety* – If barbecuing on the lawn, please put a dish or tin foil under the barbecue to protect the grass from the heat. Do *not* dump the coals on the grass or under a tree; this kills plants. Do *not* put warm or hot coals in the trashcans. Be sure they are “dead out” before putting them in the trashcans. 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.

- *Exceptions* – Two residents were given explicit permission to undertake landscape improvements by the Board several years ago when funds were short for landscaping. These plots are located at 1911-13 Key Blvd. and 1904 Rhodes St. This permission is not transferable to any other owner or resident. No additional exceptions will be permitted.

M. Insect Extermination

- *Extermination Service* – CVI contracts with an extermination service (American Pest Management) to provide free extermination services to residents on request. Services are provided on a single day each month according to a set schedule. 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 exterminator access. Residents seeking immediate extermination service may contact any licensed exterminator and arrange for such service at their own expense.

N. Package Pickup

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

O. Lockouts

- *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.

P. 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 – they should 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.

- *In-Unit Services* – Elderly and handicapped residents may request the assistance of the CVI maintenance engineer for minor in-unit services, such as replacing light bulbs in ceiling fixtures or removing screens before scheduled window-cleaning.

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The fee is \$30 per half hour or any portion thereof. Contact the office for details.

- *Shutoff Requests (Water)* – Any non-emergency shutoffs must be arranged with the office *three business days* prior to commencement of work. The management office notifies affected residents at least one day in advance by placing a flyer at the doorstep of each affected unit. Emergencies may require water shut-off without notice.
- *Renovations* – Significant renovations or repairs (for example, renovating a kitchen or bathroom, replacing a bathtub, or moving electrical lines) must be approved in advance by the Board. This includes any work requiring a County permit. *Owners who fail to get advance approval may be required to remove the improvements.* The Board undertakes to act expeditiously on renovation requests. Contact the office for requirements associated with submitting renovation proposals.

Exceptions are as follows: routine painting and carpet installation or replacement; and *minor* kitchen cabinet changes to accommodate installation or replacement of appliances (see “Appliances,” below).

Replacement windows must match the existing village design (six-by-six, French window grill), and the design must be submitted for Board approval. Windows meeting the historic preservation requirements applicable to CVIII typically meet CVI requirements (see “Replacement Windows” under the link “Useful Resident Information” at www.colonialvillageiii.com for CVIII requirements).

Other than replacement of windows, no other external modifications to the buildings are permitted. In particular, cable and telephone service must be routed through

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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.

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

All repair or renovation work performed in any unit must conform to the building codes of Arlington County and the State of Virginia. 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.

- *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.

- *Management Access to Units* – The management office has the right to access units for inspections, repairs to common elements and other purposes. Access will be arranged in advance at a convenient time for residents except in an emergency. Failure to grant access within a reasonable period of time may lead to legal action to enforce this right.

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- *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.

Q. Appliances and Carpeting

• *Appliances* – CVI bylaws give the Board complete authority to approve or disapprove installation of any appliances. However, under current Board policy, existing kitchen appliances (specifically, range, microwave, dishwasher, garbage disposal and refrigerator) may be replaced with similar equipment without consultation with the Board. Minor modifications to kitchen cabinets, such as the removal of a single cupboard to accommodate relocation of a range or dishwasher, are permitted without approval. Significant cabinet work requires advance approval.

Addition of any other appliances requires prior Board approval. 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.

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All appliance installation must meet Arlington codes. Installation of over-the-range microwaves typically requires the addition of a separate electrical line, which requires an Arlington County building permit and prior Board approval. 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 or air conditioners may be installed in windows.
- *Carpeting* – At least 80 percent of the floor space (excluding kitchens, closets and bathrooms) in each unit above another unit must be covered by carpet and padding to adequately prevent the transmission of sound.

R. 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 fines. Please be considerate of your neighbors.

S. 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.

T. Enforcement

- *Personal Safety* – Problems relating to personal safety should be reported immediately to the police or fire department, as appropriate. Residents are asked to inform the management office of criminal activity or other emergencies after informing the appropriate authorities.
- *Complaint Process* – Residents are encouraged to work with the management office to resolve problems. If the concern relates to another resident's behavior and cannot be resolved by the office, formal complaints may be addressed to the Board (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 fine on the offending party and/or pursue other legal action. Virginia law authorizes fines as high as \$900, along with injunctive relief.
- *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, shall 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.

U. Communications and Notices

- *Distribution of Notices* – The bylaws specifically state that distribution of notices by hand to unit doorways *or* by first-class

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mail to the owner's address constitutes sufficient notice of any pending action. Final regulations and the notice of the annual election are always mailed to 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 are posted in the hallways after each Board meeting.
- *Web site* – Many Association documents, including Board regulations and this Handbook, are posted on the Web site 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.

V. Governance

- *CVI Board of Directors* – The Association is governed by a five-member, elected Board of Directors serving staggered three-year terms. The annual election is held in October, at the same time the budget is approved. As of 2008, the members are: Michael Cardman, Neil Chritton, Charles Edwards, Lisa Martilotta, and Geoff Schwartzman.
- *Monthly Meetings* – The Board of Directors generally meets monthly at the meeting room at 2021 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. Residents may present concerns in a “residents’ forum” *at the start of the meeting*; however, residents desiring to make an extended presentation are urged to contact the office beforehand so the Board can set aside time for the presentation.

W. Management and Maintenance

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

X. 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 damage due to plumbing leaks or utility shut-offs for repairs. Also, if new residents reserve street parking spaces from Arlington County to accommodate moving vans, the County will tow any cars left in those spaces during the time reserved for the move-in. Commonly, the County provides only 48 hours notice. 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.

Y. Parking Lot at 1903 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 Key Blvd.* – 71 parking spots are available on a *first-come, first-served* 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.*

- *Permits* – Applications for stickers (permits) may be picked up at the management office. Only one valid sticker 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 a new permit 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 office. Tenants must also bring a copy of their current lease. Permits will not be issued for any unit that has 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.

Z. CVI Liability and Insurance

- *No Bailee Liability* – CVI bears no liability for the security or safety of items in storage bins, bicycle rooms or other common elements of the condominium. Homeowner and renter insurance 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. However, the Association's policy does not cover unit components, personal property (*e.g.* furniture, clothing, rugs, wall hangings, window treatments, *etc.*), or betterments and improvements that unit owners may have made to their units (*e.g.* upgraded cabinetry, hardwood flooring, *etc.*). Inexpensive homeowner (HO-6) and renter insurance (HO-4) policies typically cover loss or damage to such property, and unit owners and renters are strongly urged to obtain such insurance.

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

- *Duty to Notify* – If a unit owner discovers a water leak or other common-system failure that threatens his or her unit, the unit owner should promptly call the CMI office to allow the Association to take steps to mitigate the damage. Failure to notify CMI 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

2007-08 Regulations for Parking Lot at 1903 Key Blvd.

TO: All Residents Of Colonial Village I
FROM: David McPherson, Property Manager

RE: Expiration Of Resident Parking Permits
DATE: March 14, 2007

During the month of APRIL 2007, Colonial Village I Residents may come to the site office to pick up the new 2007 parking permits.

Both the current existing SILVER 2006 permits and the NEW NAVY BLUE 2007 permits will be valid during the months of APRIL and MAY 2007.

BEGINNING AT MIDNIGHT OF MAY 31, 2007 ANY VEHICLES THAT DO NOT DISPLAY THE NEW 2007 PERMIT WILL BE TOWED.

Enclosed is an application for a new parking permit and a copy of the new parking regulations.

THE PARKING APPLICATION ASSIGNS EACH PARKING PERMIT TO ONE SPECIFIC VEHICLE AND PLATE. VEHICLES WITH ALTERED, MOVED OR MIS-MATCHED PERMITS WILL BE TOWED.

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Permit Application Checklist:

- 1) A completed parking application.
- 2) Valid drivers license and your current vehicle registration.
(Note: Vehicle owners may only receive parking permits for vehicles registered to them.)
- 3) If you are renting a condo unit within Colonial Village I, bring a copy of your current lease (or addendum).
- 4) Unit owner and/or residents with unpaid assessments owed to the condominium association that are more than forty-five (45) days past due may not be issued a parking permit.

To get your new permit, please come by the site office located at 1903 N Key Boulevard between the hours of 8:30 am and 5:00 pm Monday through Friday.

If you have any questions related to the parking permit procedure, please contact the site office at (703) 525-5557.

2007-2008 Regulations For Parking Lot At 1903 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 sticker, and parking is available only a first-come, first-served 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 sticker 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 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 (e.g., Jeeps, 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. (New unit owners and tenants must register their vehicles through the Management Agent.)

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 annually upon presentation in person of a copy of valid vehicle registration, along with the Parking Permit

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Application to the Management Office located at 1903 N. Key Boulevard. (Tenants must have a current lease on file to receive a parking permit.) 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 to each unit doorway in the spring of each year. This is the only reminder of expiration that will be furnished 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.

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 expired for more than 90 days, *even if it exhibits a current CVI parking permit.*

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8). A vehicle deemed by management to be a junk or derelict vehicle (for example, 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 and oversized vehicles are prohibited from parking in the lot behind 1903 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). The washing of cars in driveways or parking areas or on any part of the property is prohibited.

12). Parking violations include:

1. Double or stacked parking.
2. Parking in the middle of any roadway
3. Any vehicle left unattended in a fire lane.
4. Any vehicle occupying more than one space.
5. 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.)

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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 the Management on a case-by-case basis.

18). Parking permits will be revoked if an owner is more than 45 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,

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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.

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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.

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*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 Site Office

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

Colonial Village I Resident Handbook

Regulations for package retrieval by Unit Owners and Residents of Colonial Village that take place on and after February 1, 2001 to apply equally and alike to all:

1. The Site Office is located on the eastern side of 1903 N. Key Boulevard and is open Monday-Friday between the hours of 8:00 am and 5:00 pm except for holidays: New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thurs. & Fri.) and Christmas Day. Packages can be retrieved during all hours that the Site Office is open.
2. Management will designate a room in the Site Office in which parcel delivery companies' (PDC's) employees can place packages for retrieval by Colonial Village Unit Owners and Residents. PDC employees will be responsible to place packages in an orderly fashion in order that they can be retrieved methodically by recipients.
3. Unit Owners and Residents will be notified by PDC's by way of a notice posted on individual unit entrance doors that a package has been left at the Site Office. PDC's will deliver said package to the Site Office and an employee of the management staff will accept and sign for packages left by PDC's.
4. When notified by PDC's that a package has been left at the Site Office, the package recipient should as quickly as practicable retrieve the package from the Site Office. PDC's will take back all packages that remain in the Site Office unclaimed for two (2) weeks.

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5. In order to gain access to the room in which PDC's have left packages, Unit Owners and Residents will be required to show a picture identification, surrender to management staff the PDC notice and sign for the package(s).
6. The package recipient will be responsible to identify, retrieving and transporting their package(s) without the assistance of management staff.
7. Management staff will not be required to answer telephone inquiries from package recipients regarding sizes, shapes, weights, package shippers, selling vendors, addressees, or other information regarding packages that have been left at the Site Office by PDC's.
8. Management staff will not be required to interact with PDC's on the package recipient's behalf regarding return shipping instructions should the package recipient not wish to claim a package left by a PDC.
9. Colonial Village and CMI and it's employees assigned to the Colonial Village Site Office are expressly held harmless and accept no responsibility for any real or alleged damages that are found to exist by package recipients. All damage claims shall be reported directly to PDC's.

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

Appendix D

Donations Directory:

Clothing, Used Furniture, Household Items, etc.

(Tax-deductible donations)

Moving in or out?? Getting rid of gently used clothing, furniture, household items, computers, etc.?? *Donate/recycle them to a nonprofit organization, help others in need, get a tax deduction, and keep our buildings clutter-free.* (The CV1 trash rooms are **not** for disposing of anything except regular household trash and newspaper/bottle recycling.)

For your convenience, listed below are some organizations that accept a variety of in-kind donations. This is by no means a comprehensive list, nor is it an endorsement of these organizations, but is provided as a community service to assist residents in 'finding new homes' for items they no longer need, but others in need do.

Online listings of charities accepting various items can be found at CharityChoices.com (an online portal to 300+ charities, organized by area served and types of items accepted, who have met the Combined Federal Campaign's ten accountability standards, including low overhead). DC Metro area charities (grouped by MD/DC, VA) can be found at <http://www.charitablechoices.org/categories/dc.asp>; charities, by items accepted, are at: <http://www.charitablechoices.org/whoacceptsbyitem.asp>.

- Goodwill (703) 769-3711
Accepts: Clothing, furniture, small appliances, housewares, computers (Pentium I or newer), electronics, and toys.

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Dropoff Site (open 7 days/wk): 10 S. Glebe Rd. (at 50E), Arlington, VA 22204.

Program: Items sold at their Thrift Stores help fund employment, job training and placement services for people with disabilities and disadvantages.

- Salvation Army (703) 642-9270
Free Pickup: (800) 95-TRUCK
Accepts: Clothing, furniture, household items, computers, software, electronics, books (no textbooks).
Dropoff site (M-Sat): 6528 Little River Turnpike, Annandale, VA 22003.

Program: Items sold at their Thrift Stores support Salvation Army addiction recovery programs.

- Furniture Bank of Arlington (703) 237-5118
Accepts: Furniture (sofas, mattresses, dressers, tables/chairs), household items.

Program: Assists individuals and families who are leaving homeless shelters in Arlington and moving into permanent housing.

- “Levey’s List” (202) 334-7662
Bob Levey, former Washington Post columnist, hosts this service that helps place large items that are old but still serviceable (e.g., furniture, kitchen appliances) with underprivileged people. No clothes, sports equipment or anything that one person can lift are accepted. To donate, call 202-334-7662.

- Catholic Charities (703) 548-4227
Accepts: Clothing, household items.
Program: Provides emergency assistance to area poor (individuals and families), and homeless.

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- Capital Hospice Thrift Shop (703) 532-5355
Accepts: Clothing (all seasons, all age groups), furniture, jewelry, kitchenware, linens, household items, children's items and bric-a-brac.

Program: Raises funds to provide uncompensated home hospice nursing and supportive care to uninsured/underinsured terminally ill area residents with limited financial resources.

- New Endeavors by Women. (202) 682-5825
Accepts: Furniture, household items.

Program: Comprehensive transitional housing/social service/mental health/substance abuse treatment program that assists homeless women regain control of their lives, find employment, housing, and stability; housing items are for women who have graduated the program and are moving into their own apartments.

- Bikes for the World (formerly Pedals for Progress)
(703) 525-0931
Accepts: Bicycles (in either good or repairable condition).

Program: Provides refurbished bikes to the poor in underdeveloped countries as a means of affordable transportation to work or school, and to provide health and education services to low-income rural people.

- Computers 4 Students (703) 979-3200
Accepts: Computers (Pentium II or higher), with network cards, printers, monitors, and other technical equipment.

Program: Non-profit organization refurbishes/provides computers and related items to low-income students referred by Arlington Public School counselors.

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- Commonwealth Attorney's Office – Cell Phone Program (703) 228-7273
Accepts: Cell phones.
Program: Distributes refurbished cellphones to victims of domestic violence, and senior citizens.
- American Red Cross – Arlington Chapter (703) 527-3010 x738
Accepts: Wheelchairs, walkers, canes (in good condition, for their lending closet).
Dropoff Site: (M-F): 4333 Arlington Blvd., Arlington, VA 22203.

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.)

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(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.

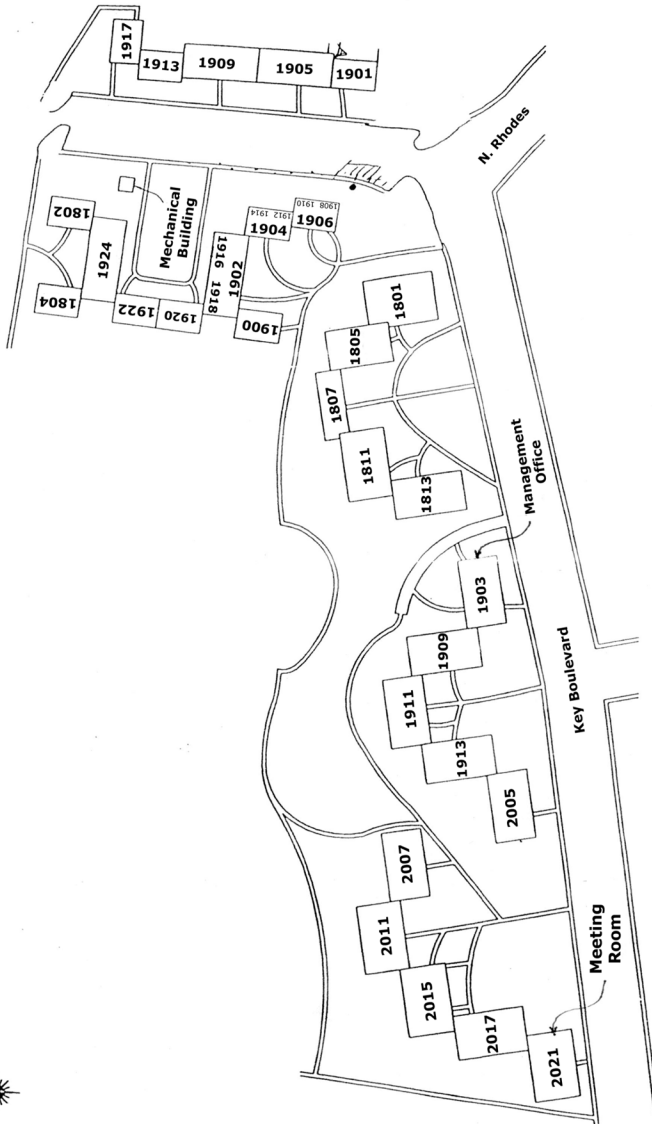
Section 4. Utility Charges. The cost of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses.

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, of any

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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.



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