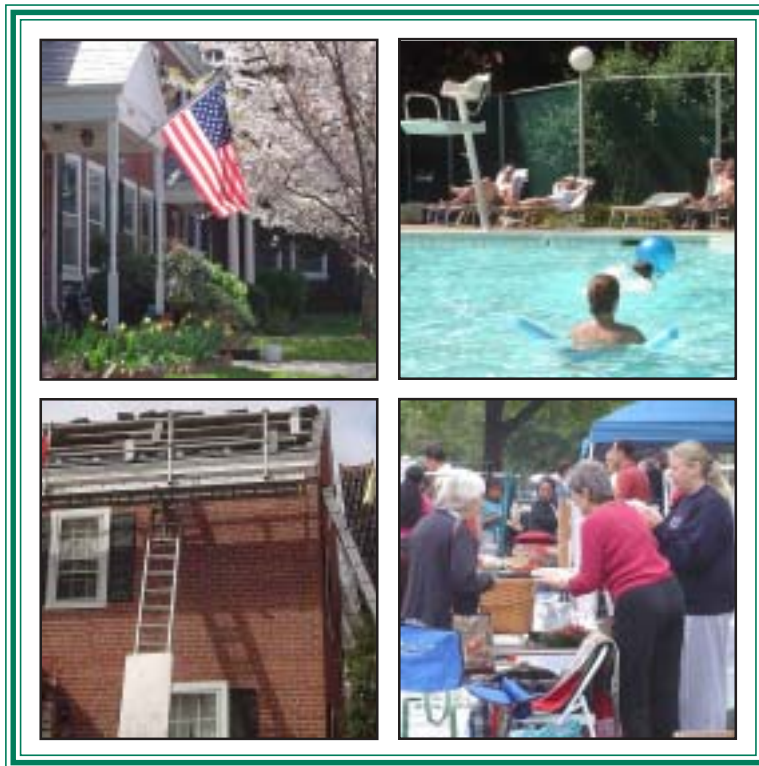




# FAIRLINGTON VILLAGES



## RESIDENTS HANDBOOK

Fairlington Villages, A Condominium Association  
3001 South Abingdon Street  
Arlington, Virginia 22206

703-379-1440

[www.fairlingtonvillages.com](http://www.fairlingtonvillages.com)



**T**he Residents Handbook contains information about your home, condominium management, and the amenities and resources available in the Fairlington community. We hope that you find Fairlington living enjoyable and rewarding. Condominium ownership offers rights and advantages unavailable in rental or single-family ownership. It brings with it responsibilities. The success of Fairlington Villages and the financial appreciation of your investment depend on your active participation in condominium affairs. We hope you will join us — as a member of a committee or the Board of Directors.

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

The Board of Directors  
Fairlington Villages, A Condominium Association  
March 2005



**L**ike so many things in Fairlington Villages, the Residents Handbook reflects the collective effort of volunteers, employees, and contractors — all united in a common mission of improving our community. The task of producing the handbook spanned almost three years and involved dozens of people.

This edition builds on an earlier version issued in 1998 under the direction of former Board member Luetta Donalds. A volunteer team of Glenda Taylor, Nancy Hunt, Sheryl Scull, and Andi Dies initiated this revision, meticulously flagging and revising items that needed correcting. The Association's seven standing committees offered recommendations. At key stages the management staff, led by General Manager Bill Reynolds and Assistant General Manager Trish Lall, provided critical suggestions and information. The members of the Board of Directors reviewed several drafts with a careful and critical eye.

Communications Committee Chair Bennett Minton shepherded the project to completion, providing a consistent voice to the text, checking the accuracy of the narrative against the Association bylaws and the policies in the Appendix, and coordinating production activities. Contractor Pat Bartlett designed the layout to produce an attractive and readable finished product.

The Board expresses its gratitude to all who contributed to the task. We hope this handbook will enhance our residents' experience of living in North Fairlington.

Guy Land  
President

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# INTRODUCTION TO FAIRLINGTON



## A BRIEF HISTORY

In the 18th century, much of what is now Fairlington belonged to Colonel John Carlyle, a prominent Alexandria citizen and owner of the celebrated Carlyle House. Around 1700, this friend of George Washington established a plantation and built on it a large white house, Morven, located at the end of what is now South 31st Street, north of King Street. In 1774 George Washington purchased land that included a small parcel in Fairlington near Abingdon School and South 28th Street. He frequently used Carlyle's gristmill, sending his grain upstream on Four Mile Run.

All of Fairlington north of South Columbus Street lies within the original "diamond" set-aside for the seat of the federal government authorized in the 1788 ratification of the Constitution. One of the surviving boundary stones is near the intersection of King Street and South Wakefield Street in Fairlington Mews, across from Fairlington Presbyterian Church.

After the death in 1831 of Carlyle's grandson, Carlyle Whiting, the estate was partitioned among the heirs. Whiting's son, Charles, inherited all of Fairlington. He owned the land throughout the Civil War, when two Union fortifications were built as part of the defense of Washington: Fort Reynolds, at the hill crest on the northern edge of Fairlington Villages, and Battery Garesché, a smaller artillery fortification at South Abingdon Street and 30th Road.

As Washington's population mushroomed in the late 1930s, the area faced a severe housing shortage. President Franklin Roosevelt directed the War Department to build more housing. The department established the Defense Homes Corporation to finance housing for defense workers in areas facing inadequate private financing.

Nationally recognized architects Kenneth Franzheim and Alan B. Mills were retained to design Fairlington. (Franzheim and Mills collaborated on two other area DHC apartment projects, McLean Gardens and Naylor Gardens in the District. Mills designed the wings of the Smithsonian Museum of Natural History and what was originally the Museum of History and Technology).

Though wartime resources were scarce, the government made Fairlington's construction a priority, and builder Thompson-Starrett obtained quality materials. Construction began in 1942, and military and civilian families moved in beginning in May 1943. By the end of the year, 2,415 homes were available, and the total was more than 3,400 by 1945, when the project was completed at a cost of \$35 million.

The Defense Homes Corporation managed Fairlington until 1947, when it sold the property to two Texas businessmen. Their firm, Fairmac, operated Fairlington as a rental community until 1968, when it first considered replacing the buildings with high-rise units and finally settled on conversion to condominiums. The five-year project was completed in 1978.

# INTRODUCTION TO FAIRLINGTON

Fairmac's advertising for the renovated community began, *Come to the rolling hills and gentle shade trees* — an image perhaps evoking John Carlyle's Morven plantation.

Starting on the south side, Fairmac converted the community into seven legal entities under the Virginia Condominium Act. Six of the condominiums lie on the southeast side of Shirley Highway (I-395), joined to the opposite side by the Abingdon Street bridge. The north side, with a roughly equal number of units, is all one entity, formally Fairlington Villages, A Condominium Association. Many of us call our home North Fairlington.

Additional history is posted on the condominium website. See also the Fairlington-Shirlington Neighborhood Conservation Plan and *Fairlington at 50* by Catherine D. Fellows.

## THE NORTH FAIRLINGTON COMMUNITY

The condominium includes its resident and nonresident homeowners, each of whom has a vote in the activities of the Association. The Association invites tenants — non-owner residents — to participate as integral members of the community, though they do not have voting privileges.

Fairlington Villages consists of 1,703 townhouse and apartment units on 93.3 acres in Arlington and Alexandria. It has six swimming pools, 13 tennis courts, a tot lot (playground), a community center, and a management office.

The Fairlington Citizens Association represents the residents of the seven Fairlington condominiums before Arlington and Alexandria on civic issues such as government services and neighborhood improvement. An all-volunteer organization, FCA

works with neighboring communities on issues of mutual interest.

Our community sits amid a thriving area. Adjacent to the property is Abingdon Elementary School. Within walking distance are the Fairlington Community Center (in South Fairlington) and shopping areas east and west on King Street. Just down the hill is Shirlington, with its branch library, restaurants, movie theaters, and plans for Signature Theatre and other new housing and commercial development. Recreation includes the Four Mile Run bike path and Utah Field in South Fairlington, both of which have dog runs. Fire protection is within our borders.

Bus service to the Pentagon Metro station includes Route 7 A-E-F, serving 31st, Buchanan and 29th streets, and 22A, serving the intersection of Abingdon and 31st streets and South Fairlington.



## HISTORIC DESIGNATION

Fairlington in its entirety was listed on the National Register of Historic Places in March 1999. Listing on the Virginia Landmarks Register occurred December 1998. The listings recognize the community's significance as an example of community planning and publicly financed housing.

# INTRODUCTION TO FAIRLINGTON

The historic designations impose no restrictions on our use of the property. Our condominium controls all modifications to the land and building exteriors. The Virginia Landmarks Registry is honorary; it recognizes historic resources and “exhorts owners to care for them.”

State officials characterized the designation as “unprecedented” because Fairlington was the first large-scale condominium and townhouse community to be considered for designation and the first campaign of its kind to be carried out almost exclusively by volunteers.

The volunteer effort began in early 1997. In July a review board determined Fairlington Villages was eligible for state and national designations. Fifty volunteers attended a September meeting to start the application process. The development and completion of the application was a major undertaking by dedicated volunteers who recognized the value of Fairlington’s unique history. As one real estate agent said, “Fairlington’s listing on the State and National Registers as a historic property would be a real asset.”

Seventy volunteers surveyed and photographed North Fairlington’s 442 buildings and 30 unit types, assembling an inventory of architectural elements — roofs, brick patterns, windows, porches and pillars. A similar effort took place in South Fairlington. Local businesses provided funding and supplied refreshments at meetings.

Historic preservation consultant Gail Baker drafted the narrative nomination document.

The designation ceremony took place in October 1999 in the North Fairlington Community Center. Local newspapers covered the unveiling of the twin historic markers. In *The Washington Post*, David Edwards, an architectural historian with the Virginia Department of Historic Resources, highlighted our Colonial revival and Williamsburg architecture, quality construction, mature trees, and winding streets.

David Brinkley’s 1988 history, *Washington Goes to War*, includes a passage on Fairlington. In noting one of the Defense Homes Corporation’s most ambitious developments, Brinkley describes community life in the summer of 1943 — including its lack of shopping and public transportation and poor roads. “Fairlington at least had sturdy, well-designed housing (most of it still standing today and now expensive townhouses and condominiums).”

## REGIONAL RECOGNITION

Fairlington Villages was named Community Association of the Year in 2004 by the Community Association Institute’s Washington chapter. The award, for associations with at least 1,000 units, was based on factors including strategic planning, crime prevention initiatives, emergency preparedness, resolution of disputes between residents, and environmental protection. “The award-winning associations exemplify harmonious living and prosperity to those residing in community associations,” CAI said. “They are the communities that ‘work well’ and will serve as models for others to draw ideas from and emulate.”

# OWNERSHIP, INSURANCE, MANAGEMENT AND MAINTENANCE



## CONDOMINIUM OWNERSHIP

“Condominium” is derived from the Latin *con*, for “with,” and *dominium*, or “control.” Essentially, condominium means control of a piece of property with other individuals. Most condos are residential apartments or townhouse developments.

Fairlington Villages is organized under the Virginia Condominium Act. The act provides operational guidelines for condominium associations.

### YOUR UNIT

You are the sole owner of your unit. You have a deed just like the owner of a single-family house. But you also have ownership interest in shared property. Your share of the common property is set forth in the Fairlington Villages Declaration, a legal document on file in Arlington and Alexandria, which is included in your certificate of resale.

Generally, you own the interior of your unit, the entirety of the unattached outside walls to the mid-

point of any walls you share with your neighbors, the roof (or the ceiling up to the sub-flooring of the unit above if you do not have a roof), and the floor to the unfinished concrete slab (or the sub-flooring if your unit does not include a ground floor). The declaration describes these boundaries. You may use your unit as a private residence and decorate and renovate it provided you comply with condominium rules in the documents and the policies adopted by the Board of Directors. (The Board and its role are described in chapter 3.)

You are entitled to make improvements to your unit, such as renovating your kitchen or bathroom. Any structural alterations, however, require a variance from the Board of Directors. (See Variance, chapter 5.)

### COMMON ELEMENTS

The common elements are all portions of the condominium except those designed for your individual use or ownership. Common elements include structures (parking lots, swimming pools, tennis courts, community center, tot lot, management office) and lawns and greenery not inside privacy fences. The condominium documents and directives of the Board of Directors govern use of common elements.

Limited common elements are owned in common but are for the exclusive use of an individual or groups of owners. These include patios and balconies (individuals) and apartment building hallways (groups). Additional rules and policies apply to limited common areas.

### YOUR UNDIVIDED INTEREST

Your ownership interest in the common elements cannot be separated from the ownership interest in your unit. Ownership of an undivided interest in the common elements, called a percentage interest, gives you the right to participate in the governance of Fairlington Villages. And it obligates you to pay your share of operating expenses.

# OWNERSHIP, INSURANCE, MANAGEMENT AND MAINTENANCE

## INSURANCE COVERAGE

The bylaws require the Association to obtain certain insurance policies to protect common property and, to a limited extent, individual unit owners.

### MASTER POLICY

The master policy covers buildings against various perils including fire, wind, lightning, water damage, vandalism, and theft. The coverage is “all risk” and is an amount equal to the full replacement cost of the building up to the finished walls and floors in each unit (except for items not normally insured), subject to deductibles.

The master policy covers your unit in the condition as of the condominium conversion. It does not cover the contents (your furnishings and personal items) nor “betterment and improvements” to elements such as carpets, appliances, cabinets, countertops or bathroom fixtures. For example, a granite kitchen countertop would only be covered for the replacement value of the original Formica.

The insurance deductible, which the Board of Directors may change, is paid by either the Association or, under certain circumstances, the unit owner. In 2004 the deductible was \$5,000 per loss.

See Damage and Insurance Deductible Responsibility Guidelines and Scenarios in the Appendix.

### IMPROVEMENTS AND PERSONAL PROPERTY

Procuring coverage for improvements and personal property is the unit owner’s responsibility. Owners who lease their units are responsible for obtaining coverage for their unit as a rental unit. Tenants are urged to buy coverage for their own possessions, as the owner’s rental insurance generally will not cover a tenant’s personal property.

Owners are required to file a copy of their insurance policy with management and to notify it if the policy is canceled.

### LIABILITY

The Association and individual unit owners are insured against liability arising from ownership or use of the common elements. Coverage does not insure an individual unit owner against liability arising from an accident or injury within his or her unit or liability arising from the omission, willful or negligent acts of the unit owner in either a unit or on the common elements.

Management will provide a summary of the policy upon request. The Association encourages you to discuss coverage with your insurance broker and obtain any necessary protection.

## MANAGEMENT

The Association retains professional management to operate the condominium in accordance with the bylaws. On-site staff and contractors perform maintenance of common elements. Individual owners are responsible for unit repairs (plumbing and heating, for example), for which they may arrange their own contractors. If you are unsure who is responsible for repairs, contact the management office.

### THE MANAGEMENT AGENT AND GENERAL MANAGER

The management agent is responsible for day-to-day operations under the supervision of the Board of Directors. The general manager, employed by the management agent, operates from the management office. The office, built in 1982, was dedicated in memory of Jerry Harbin, a former Board member who was instrumental in its construction.

# OWNERSHIP, INSURANCE, MANAGEMENT AND MAINTENANCE

Management responds to routine requests for maintenance to building exteriors, grounds, fences, exterior carriage lighting, apartment hallways, swimming pools, tennis courts, leaf removal, etc. Management maintains a 24-hour emergency telephone, published in the *North Fairlington News* and on the website.

## STAFF

Unlike the general manager, who is employed by the management agent, the staff for administration and maintenance is employed by the Association, but it reports to the general manager.

## MAINTENANCE

The division of responsibility is among the most frequently asked questions. In general, the common elements and building exteriors are the responsibility of the Association, and the unit interior is the responsibility of the owner. See Chart of Maintenance Responsibilities in the Appendix.

## COMMON ELEMENTS

The Association's responsibility for common and most limited common elements (hallways, balconies, patio fences) ensures consistent maintenance,

uniformity of appearance, quality of repair, and community health and safety. Maintenance required because of the negligence or wrongful act of a unit owner (or family, tenants, employees, agents, visitors, or guests of the owners) will be performed by the Association at the expense of the owner.

## GENERAL BUILDING MAINTENANCE

The Association is generally responsible for exterior building maintenance. The Board and management set appropriate guidelines, select contractors as necessary, and exercise quality control. If you have any concerns about maintenance, please call the office.

## A NOTE TO TENANTS AND INVESTOR OWNERS

Persons who lease units from investor owners should be familiar with the maintenance responsibilities under the terms of their lease. Typically, standard lease agreements delegate certain maintenance responsibilities (such as repair of leaking faucets) to the tenant. From the Association's perspective, the owner is responsible, regardless of any delegation.

# CONDOMINIUM GOVERNMENT AND FINANCE



The Association owns no real property. Rather, it maintains the common elements and most of the exterior of your unit on your behalf and provides you with certain services.

As an owner of a condominium unit, you have a vote in the Association in proportion to the percentage interest assigned to your unit at the time of the conversion. A large unit generally has a greater percentage interest than a small unit, and its owner has a greater vote in the Association. This voting right is exercised primarily in the annual election of the Board of Directors.

## GOVERNING DOCUMENTS

The Association was established by and operates under two legal documents: the Declaration and the Bylaws, which conformed to the Virginia Condominium Act when they were drafted. Both are on file in Arlington County and Alexandria City, and

both were included in your certificate of resale. Please keep these documents in a safe place, where you can refer to them if the need arises. Replacements may be purchased from management.

## DECLARATION

The declaration established Fairlington Villages as a condominium, defined its property including buildings, and set the borders of each unit type and its percentage of ownership of the undivided interest.

## BYLAWS

The bylaws are the condominium's essential governing document. The bylaws establish the mutual obligations of unit owners and the Association. They set the rules for the election and service of the Board of Directors, provide for the hiring of a management agent, establish the obligation to obtain directors and officers indemnity policies and condominium master insurance, require the collection of unit assessments for operating and reserve budgets, obligate the Association and unit owners to maintain their respective property, and restrict the use of Association and unit property. Changes to the bylaws may be made only at an Association owners meeting by a two-thirds majority of the interest held by all homeowners, specifically the holders of first trust.

## THE BOARD OF DIRECTORS

The Board of Directors is the Association's executive body. The Board has nine members, all of whom must be unit owners. It conducts its affairs and has the authority to make decisions in all areas except those the bylaws reserve to the Association membership. For example, an amendment to the legal documents would require a membership vote.

# CONDOMINIUM GOVERNMENT AND FINANCE

Directors are elected at the annual meeting to staggered three-year terms. In the event of a vacancy, the Board may appoint an owner until the next annual meeting or hold a special election.

The condominium is divided into six political subdivisions, or wards. Owners in each of the six wards elect one director, who must own (but need not reside in) a unit in that ward. Three at-large directors may own a unit in any ward.

The Association has four officers: president, vice president, treasurer and secretary. The president is the chief executive officer with all of the general powers of a president of a stock corporation, including the power to appoint advisory committees. The treasurer is responsible for condominium funds and financial records. The first act of the Board after each annual meeting is to elect the Association officers.

Board meetings are open to all residents. The meetings are held monthly, currently on the first Wednesday, at 7 p.m. in the community center. Special meetings are held as needed. A meeting agenda is posted on the bulletin board next to the community center, on the Website, and in the Association newsletter, *North Fairlington News*.

Directors are volunteers and serve without compensation.

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

## POWERS AND DUTIES

The Board's primary responsibilities include:

- Adopting the annual budget
- Overseeing finances
- Retaining the management agent
- Approving contracts for services and supplies
- Adopting policies and rules and overseeing enforcement

## ADOPTING THE ANNUAL BUDGET

The Board adopts a budget for the fiscal year that runs October 1 through September 30. The budget, based on experience and projected needs, is developed over several months. Revenues are derived primarily from the monthly fee all unit owners pay, and from rental income and investment interest. Thus, the amount of your condominium fee flows from the Board's estimate of community needs and desires.

The budget process is a cooperative endeavor led by the treasurer and involving Board members, the general manager, committee volunteers, and unit owners. The treasurer solicits these players and presents the preliminary budget to the Board. Its approved draft is mailed to unit owners for comment and is the subject of a forum open to all owners and residents. After that, the Board adopts the final budget, along with a new condominium fee schedule. Management mails coupon books for payment of fees before the fiscal year begins.

## OVERSEEING FINANCES

The budget includes reserves to finance replacement of common elements and make other capital improvements. The bylaws require the Association to contribute at least 5 percent of condominium fees to reserve accounts for replacement of roofs, balconies, fences, apartment building stairwell carpeting and wallpaper; resurfacing of parking lots and tennis

# CONDOMINIUM GOVERNMENT AND FINANCE

courts; and major repair of the pools. The Board invests reserves in certificates of deposit or other government-insured instruments according to a schedule of projected need for the funds.

The Association retains a certified public accountant to audit its books. Interested owners may review the audit in the management office.

## RETAINING THE MANAGEMENT AGENT

The Board retains a management firm, which in turn employs a general manager, who exercises authority delegated by the Board. The general manager hires and fires a management staff of administrative and maintenance personnel. These individuals are employees of the Association. Like the general manager, they work out of the management office. They answer residents' questions, field maintenance requests, collect assessments, pay condo bills and manage financial and other records, and oversee the execution of service contracts.

## APPROVING CONTRACTS

The Board has delegated to the general manager the job of soliciting and evaluating service contracts. The Board approves them, though the general manager has some discretionary contracting authority.

## ADOPTING POLICIES AND OVERSEEING ENFORCEMENT

The bylaws provide for the enforcement of the covenants of the declarations, bylaws and other Association rules. The Board is empowered to enforce rules and seek relief on behalf of the owners for violations. For the rules concerning complaints, see Grievance and Mediation Process in the Appendix.

## ANNUAL MEETING AND ELECTION

The Association's annual meeting of unit owners is held in March. A purpose is to elect directors to three-year terms to succeed those whose terms are due to expire. The other meeting business is a recap of the past year, a review of the audit and the condition of the property, and a projection of needs and plans.

## RUNNING FOR THE BOARD

Candidates for election must meet certain requirements:

- Ward candidates must be unit owners in the ward they would represent.
- At-large candidates may own a unit in any ward.
- Potential candidates must file a petition in the management office by the close of business on the last Friday in January.
- The petition must include the name, address, mailing address if different, unit number, position sought, and the signatures of at least 25 unit owners from any ward.
- Unit owners may sign petitions for more than one candidate.
- Candidates may file a candidate statement and the names and addresses of not more than two resident unit owners (not serving as directors) whom the candidate recommends to serve on the Election Panel.
- The candidate statement should be placed in a sealed envelope marked "Candidate Statement" and include the candidate's name, address and unit number. The statement, no more than one page, should include the candidate's name, address, unit number and office sought.

# CONDOMINIUM GOVERNMENT AND FINANCE

- Candidates seeking election must be current with their condominium fees.

The secretary (if not a candidate) reviews and certifies candidacy petitions on behalf of the Board before the Board appoints the Election Panel, whose purpose is to certify results.

## YOUR CONDO FEE

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

In addition to annual assessments, special assessments may be levied by the Board as necessary. Special assessments generally are imposed on all unit owners according to their proportionate interest in the condominium. Unit owners must be notified in writing of the amount and reason for special assessments. The Board has never levied a special assessment.

## COLLECTION

Regular monthly assessments are due on or before the first day of the month. You may pay your monthly fee via automatic debit from your bank account or mail your payment and coupon to the designated post office box. To be credited, the coupon must be coded with your name. Please do not use coupons with a previous owner's name. A coupon book is mailed annually after the Board adopts the budget. If you do not have payment coupons, or would like to arrange for automatic debit from your bank account, please contact management.

## LATE FEES

A late charge is assessed if the fee is received after the 15th of the month. Owners in arrears will neither be issued parking permits nor have their condominium identification cards revalidated. Owners in arrears also lose their right to vote and seek election to the Board of Directors.

If your fee is not paid by the 15th of the month, you will receive a notice requesting payment within 10 days. Beyond that, your account will be referred to our attorney. The Board may authorize the attorney to request that you pay all monthly installments for the remainder of the fiscal year. If you owe condominium fees or any other charge for at least 30 days, the Association is entitled to place a lien on your unit.

# AMENITIES, SERVICES AND GETTING INVOLVED



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

Information about these amenities, services and special events is regularly published in the *North Fairlington News* and on the Website. It also is available in the management office and may be posted on bulletin boards at the community center, tennis courts, and pools.

## AMENITIES

### COMMUNITY CENTER

The community center, at 3005 South Abingdon Street, is used for official meetings and social events. Residents of North (and South) Fairlington may rent the community center for private, noncommercial functions. Management maintains

the community center calendar and rate schedule. Residents must sign a contract and leave a security deposit.

### SWIMMING POOLS

There are six pools, one in each ward. The pools are staffed and maintained by a contracted pool management company. Residents must present their Fairlington identification card to enter the pools, and they may bring up to five guests. Rules are distributed in the spring in the *North Fairlington News* and posted on the Website.

### TENNIS COURTS

There are five lighted courts behind the community center and eight unlighted satellite courts scattered throughout the grounds. Residents must display their Fairlington ID card. Guests must be accompanied by a resident. Rules are distributed in the spring in the *North Fairlington News* and posted on the Website.

### TOT LOT

The tot lot (playground) is located behind the management office. Parents or guardians must accompany children to the tot lot. The Association assumes no risk for its use. Please notify management if you see hazards.

## SERVICES

### LANDSCAPE AND LAWN MAINTENANCE

The Association has landscaping contractors to maintain our common grounds. They mow, edge, and fertilize our turf and removes leaves in the fall. They also prune shrubbery and maintain the common planting beds. From time to time the Board approves landscape enhancements, erosion repairs, and drainage improvements.

## AMENITIES, SERVICES AND GETTING INVOLVED

### PATROL SERVICE

A contract patrol service monitors the property overnight and enforces parking and other regulations. The service telephone number is listed in the *North Fairlington News* and on the Website. The patrol officer can respond to residents' calls about non-emergency community disturbances, parking violations and reports of improper use of the swimming pools, tennis courts or community center. The patrol service is not the police; in an emergency, please call 911.

### SNOW REMOVAL



The Association provides limited snow removal from parking areas, sidewalks and walkways. Contractors and on-site staff begin work as soon as is reasonably possible after certain snow accumulations. Residents are

responsible for their balconies and patios. Management encourages residents to refrain from putting trash out during snowstorms.

### TREES ON COMMON AREAS

Trees are a vital part of our landscape. Trees on the common area belong to the Association. Trees between the public streets and sidewalks and on traffic islands belong to the municipalities. Please notify management if you see dead, declining, or hazardous trees anywhere on the property. The Association normally replaces dead trees in the fall.

### TRASH AND RECYCLING

**Regular household trash** is picked up Monday through Saturday except Thanksgiving, Christmas, and New Year's Day. All trash should be in secured trash bags and put out between 6 and 9 a.m. Residents are requested to place their trash on the street curb, particularly if you live in a multi-unit building, as a courtesy to neighbors.

**Recycling** pickup is Wednesdays (except the three holidays). The contractor places recycling bins around the grounds on Tuesday afternoon. Recycle materials—mixed (colored and clear) glass, aluminum/metal cans, and plastic should be placed in the bins before 9 a.m. Wednesday. Newspapers and recyclable paper should either be bagged or tied. Cardboard boxes should be broken down. These items should be placed next to the bins.

**Large trash, or bulk trash**, may be put out between 3 p.m. Wednesday and 9 a.m. Thursday for Thursday morning pickup, except on the three noted holidays. Bulk trash is that generated through the normal occupancy of the unit and the occasional replacement of an appliance or a limited amount of construction debris (a kitchen sink or bathroom cabinet) generated by the resident as a result of normal maintenance.

**Renovation debris** is the responsibility of the owner and may not be left curbside. Renovation debris includes appliances, fixtures, carpet, building materials and similar items removed from a unit, backyard, patio or deck.

**Hazardous wastes**, including paints, motor oil, household chemicals and other toxics, are unacceptable for curbside disposal. Arlington residents may call the county Water Pollution Control Plant at 703-228-6820 for information on disposal of toxic materials. (Disposal at the plant, off South Glebe Road, is available Saturdays from 9

# AMENITIES, SERVICES AND GETTING INVOLVED

a.m. to 3 p.m.) The county holds recycling days twice a year, generally in April and October, for other household goods, including televisions, computers, and bicycles.

Alexandria residents may call the Alexandria Sanitation Authority at 703-549-3383. Many service stations take used motor oil. As our storm drains connect to Four Mile Run, it is environmentally destructive — and illegal — to pour used motor oil into our storm drains.

**Trash Violations.** Management may impose a \$50 assessment on any unit owner who violates the trash removal regulations or whose family members, tenants or guests violate the rules.

## WATERING

The Association encourages all residents to water the plants near the buildings where you live to help protect our investment in common-area greenery. (The Association pays for all residents' water.) The office holds a supply of hoses and sprinklers for residents to sign out for the growing season. Generally shrubs and trees may need deep watering two or three times a week during hot, dry spells.

## WORK ORDERS

Residents may call management to request a work order for common area or building repair or for landscaping problems in the common area. You may request the work order number at the time you make such requests.

A completed copy of the work order and response card is left at the door of the resident. Please read the response card, check the appropriate boxes indicating your level of satisfaction, and return it as requested. Your response is a tool management uses to ensure that the employees perform professionally.

## GETTING INVOLVED

The owners and residents make Fairlington Villages happen. Assessments pay for a management staff and maintenance, but the Association relies on volunteers to create a community. Without your involvement, there is no Board of Directors, no community activities, and no self-government of a multi-million-dollar budget.

The Board invites all residents, both owners and tenants, to participate in Association activities. The president may create (and dissolve) committees to help run the condominium's affairs. The committees facilitate decision-making by researching specific issues, providing a broader base of opinion, and recommending policies and actions to the Board.

Residents interested in volunteering for a committee may contact management, a Board member, or the committee chair. Contact names and telephone numbers are listed in the *North Fairlington News* and on the Website.

In addition to the Association's standing committees, described below, ad hoc committees are created from time to time to advise the Board on special projects or concerns. Recent temporary panels have studied risk management, rules enforcement, long-range planning, financial reserves, elections, electronic access, trash, and hallway renovation. Ad hoc committees usually include a Board member and interested residents.

## BUILDINGS & GROUNDS

This committee was created to assist the Board in overseeing and maintaining the quality and integrity of our physical assets. Committee members join Board members and management in semi-annual walk-throughs of the common property in spring and fall. It advises the Board on maintenance and improvement, recommends budget items, undertakes projects at the request of the Board, and helps select landscape contractors.

# AMENITIES, SERVICES AND GETTING INVOLVED

## COMMUNICATIONS

This committee is charged with enhancing communication between the Board and owners and residents. Committee members edit the monthly newsletter, the *North Fairlington News*, which is mailed to all units and nonresident owners, and maintain the Website. They update this manual and other publications. Residents with editorial, public relations or Webmaster experience are particularly encouraged to join.

## COMMUNITY ACTIVITIES

This committee promotes community spirit through various events: yard sales, pool parties, and theme parties such as the Fourth of July Parade and Holiday Party. Other gatherings, such as a book group and a Sunday Game Night, take place in the community center. Residents are encouraged to bring their ideas and energy to the group, which the Board recognizes (and whose activities it funds) as an important aspect of community social life.

## PARKING, SECURITY & TRAFFIC

This committee advises the Board on matters of cars and condominium security. Members may conduct forums and educational programs on traffic safety and crime prevention. They recommend parking policies for the Association's lots. The committee reviews requests from residents for handicapped

and motorcycle parking and reimbursement of towing charges. (For information about parking, see chapter 5.)

## POOL

This committee advises the Board on the operation and maintenance of the swimming pools: hours, rules, selection and evaluation of the service contractor, and performance of the lifeguards.

## TENNIS

This committee recommends rules for use of the tennis courts. It maintains men's and women's "ladders" and sponsors tournaments, parties and wintertime gatherings. The committee also retains a tennis pro to teach lessons to residents. All are welcome, especially to the monthly tennis parties.

## VARIANCE

This committee reviews owner variance applications and advises the Board on their disposition. It also develops blanket variance policies as the Board may direct. Thus residents with legal, architectural or engineering experience, as well as an interest in protecting our investment, are particularly welcome.

# GOOD NEIGHBOR POLICIES AND RULES



Our quality of life depends on our observance of reasonable, common sense rules. The rules are intended to allow everyone to enjoy Fairlington to the fullest. If you have questions, please call management or any Board member.

## ACCESS TO UNITS

### EMERGENCY

Management may need access to your unit, as provided by the bylaws. If you have provided emergency contact information, we will make all reasonable efforts to contact you. If we cannot in an emergency, management will call a locksmith to gain entry.

### NON-EMERGENCY

The Association will provide telephone or written notice of the need to enter your unit and will make arrangements with you or your tenant to gain access.

## RULES

For the well being of you and your neighbors, the Board has adopted a variety of policies consistent with the bylaws. As a unit owner, you are responsible for ensuring that your family members, guests and tenants abide by them. Violations are subject to penalties in accordance with the schedule in the Appendix under “Grievances and Mediation Process” and “Rules Enforcement/Due Process Procedure.”

The following alphabetical list summarizes all rules. Additional information is in the Appendix.

### ANTENNAE AND SATELLITE DISHES

Antennae and satellite dishes are permitted, but they may not be attached to any limited common property such as a patio fence, balcony railing or floor, or exterior wall. No wire holes in walls are permitted. See the Appendix.

### ARCHITECTURAL CHANGES

The bylaws specify that alterations or additions to the common elements or unit exteriors, or structural alteration to the interior of a unit, require advance approval of the Board. The term “variance” applies to any change, no matter how slight, to the common elements. When in doubt, call the management office.

Common variance requests include interior renovations that involve moving a wall or cutting a hole in the brick, installing HVAC lines, replacing a front door, or planting a new flowerbed in common areas.

From time to time, the Board adopts blanket variances allowing owners to alter their units. For example, the Board has set policies concerning the installation of balcony awnings, electrical outlets on buildings, exterior lighting fixtures, bathroom vents,

## GOOD NEIGHBOR POLICIES AND RULES

HVAC lines, and replacement windows. The Appendix includes these policies.

A homeowner — not a tenant — may submit a variance request. Forms are available from the management office or on the Website. The request must detail the proposal. You may be asked for scale drawings or engineer estimates.

The Variance Committee reviews proposed structural changes to a unit. The Buildings & Grounds Committee reviews landscaping improvements. The Board approves or denies them.

Under the bylaws, owners who spend at least \$1,000 on a renovation are required to report it to management.

### AWNINGS

Awnings may be installed on the balconies of top-floor apartments and ground-floor townhouses but may not be installed over windows. A brochure and sample fabric swatches of approved colors are available in the office. Owners must hire a professional installer and sign a maintenance agreement. Awnings must be removed between November 1 and April 1. See the Appendix for the awnings policy.

### BALCONIES

The Association maintains the physical structure, but you are responsible for proper use and maintenance. Please be considerate in the way you use your balcony. Large planters and heavy items are not to be placed on balconies. Planters must have shims or feet so that air can circulate, keeping the concrete dry. Clay bricks, which absorb water, may not be placed on floors. Planters may be no more than 18 inches in diameter at the lip, and in aggregate may cover no more than 25 percent of the balcony surface. Small planters, up to one foot in diameter at the lip, may cover up to half of the balcony surface.

Balcony restrictions:

- Holes may not be drilled into bricks or mortar or into railings, floors or roofs.
- Balconies cannot be used for storage except for bicycles. Only patio-type furniture, plants, and satellite dishes (in accordance with the rules) are allowed.
- Comfort Tred* tiles may be used on balcony floors. Other types of floor coverings, such as carpet, tile, or wooden decking may not be installed.
- Flower boxes may be mounted on the interior of balcony railings and on railing exteriors of ground floor balconies.
- Nothing shall be hung, attached, dropped or shaken from the balcony of any unit. No unit owner shall permit any dirt or any other substance to be swept or thrown from a balcony.

### CARPETING OF APARTMENT UNITS

The Board and Association suggest that 80 percent of a unit's floor space be covered with carpet to reduce noise for the residents below. Please be considerate of your neighbors.

### CLOTHES LINES

Outside clothes dryers or clotheslines are prohibited.

### CRIME PREVENTION

The Association hires a patrol service, but all are encouraged to help deter criminal activity.

- Keep front and back porch lights on when it is dark.
- Be aware of your environment and report suspicious persons or incidents to the police, the patrol officer, or management.

# GOOD NEIGHBOR POLICIES AND RULES

- If you see lights out on the property, report them to management.
- Don't store valuable belongings in your vehicle where they can be seen.
- Stop newspaper and mail delivery or have a neighbor pick up papers or packages when you are out of town.

## DOORS

The Association paints all exterior unit doors on a schedule.

### ENTRY DOORS

See the Appendix for the standard variance policy on entry doors.

### STORM DOORS

See the Appendix for the standard variance policy on storm doors.

## ELECTRIC CIRCUIT BREAKERS

The circuit breaker is located in the entrance foyer, dining room, laundry room or den depending on your type of unit. The main circuit breaker is usually next to the electric meter. Be familiar with your circuit breakers.

## EXTERIOR BATHROOM VENTS

Bathroom vents may be installed in the rear wall of a unit by a professional. See the Appendix for additional requirements.

## EXTERIOR ELECTRICAL OUTLETS

A unit may have one outlet, installed in the rear wall of a unit, by a licensed electrician. See the Appendix.

## EXTERIOR LIGHTING FIXTURES

Exterior lights may be black, carriage-style lighting fixtures or jelly jar-style replacements (for the back). See the Appendix and Chart of Maintenance Responsibilities.

## FIRE LANES

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

## FIRE SAFETY AND PREVENTION

- The fire code prohibits the use of barbeque grills on balconies.
- Flammable, combustible or explosive fluids, materials, chemicals or substances (except those for normal house cleaning) are prohibited in units and limited common elements.
- Know the location of smoke detectors and extinguishers in your apartment building stairwell.
- In case of a kitchen grease fire, snuff oxygen by covering the pan or throwing flour or dirt from a houseplant on the fire. NEVER pour water on burning grease.
- Do not allow trash to accumulate.
- Do not empty ashtrays into trashcans without extinguishing smoking materials.
- Do not use flammables such as gasoline or lacquer thinner as cleaning agents.
- Test your smoke detector regularly.
- Post the emergency number for fire, police and ambulance near all of your telephones.

# GOOD NEIGHBOR POLICIES AND RULES

- Do not smoke in bed.
- Do not leave unattended food on the stove.

## FLAG DISPLAY

Display of the American flag is allowed. A staff may be affixed to wood surfaces of building exteriors, including the capping of a unit window. See the Decorations policy in the Appendix.



## GARBAGE DISPOSALS

With proper use, a disposal is a quick and sanitary method of removing most food waste. However, its misuse can shorten its life and clog pipes, causing a backup. A few tips:

- Disposals are not intended for all food waste. Fibrous foods such as artichokes, celery, corn silks, and corncobs will not grind properly. Other no-nos: banana peels, rice, onionskins, bones, fruit pits, paper, rope, metals and plastics.
- Do not dispose of grease in your sink. Refrigerate it in a closed container for disposal with your regular trash.

- You should run cold water before, during and after running your disposal to ensure a flushed line.
- Maximizing the use of the disposal and minimizing food wastes in regular trash will discourage rodents from ripping open trash bags and spreading garbage around the property.

## GRILLS

The Virginia Fire Prevention Code prohibits open fires and use of electric grills within 10 feet of any combustible structure. The use and storage of propane cylinders in multi-family dwellings is prohibited.

## HEATING AND AIR CONDITION LINES (HVAC)

Replacement of HVAC lines does not require a variance if the lines are run through an existing building penetration. Otherwise, a unit owner must request a variance. See the Appendix.

## HOME BUSINESSES

Commercial use of units is prohibited. See Bylaws Article XI, "Use Restrictions."

## HOT TUBS

The Board has prohibited installation of new hot tubs.

## IDENTIFICATION CARDS

Residents must present a Fairlington Villages ID card to use the swimming pools and tennis courts. New residents may obtain IDs for a fee by producing proof of ownership or a copy of the lease. Only tenants named in the lease may receive an ID. Lost cards may be replaced at the management office for a fee. Cards are revalidated in the spring at no cost.

# GOOD NEIGHBOR POLICIES AND RULES

## LEASING YOUR UNIT

Leases must include a clause that tenants will comply with the bylaws and other rules. Owners are responsible for the actions of their tenants. Owners must provide a copy of the lease to management.

## NOISE

Generally residents should be considerate of their neighbors at all times and particularly during nighttime hours, 11 p.m. to 7 a.m. Construction renovation is prohibited generally after 6 p.m. See the Noise policy in the Appendix.

## ODORS

Residents shall not cause or permit any objectionable odors to be produced upon or emanate from their unit.

## PARKING

Vehicles parked in off-street lots must display a Fairlington Villages sticker. Parking stickers for the following calendar year may be picked up in the management office beginning in October. Stickers expire December 31; vehicles without a valid sticker are subject to tow without notice.

The Association issues up to two stickers per unit. The primary, orange sticker entitles residents of a unit to park in any lot, including the community center lot. Vehicles with a green sticker may use lots not designated as “orange-only.”

Vehicles may not be stored in off-street parking lots.

Vehicles must display current municipal and state tax and inspection stickers.

RVs, boats and other trailers are prohibited in parking lots. Arlington and Alexandria also limit RV parking and prohibit boat and trailer parking on Fairlington streets.

Arlington and Alexandria require permits to park in some areas.

## PATIOS

Unit owners may make improvements that do not exceed the height or boundaries of the privacy fence. Improvements may not alter or damage the fence or building, affect drainage, pose a hazard to residents or in any other way negatively affect their neighbors. Residents may affix decorations to the inside of a patio fence below the fence line. See Decoration — Limited Common Areas and Shared Common Areas in the Appendix.

Residents with fenced yards may plant Association-approved flowers, shrubs, or small ornamental trees inside their fences. Trees may only be planted as long as they are a minimum of six feet away from the building walls and fences and do not grow taller than 20 feet. Please contact management for a list of approved patio trees.

Maintenance of trees within a patio depends on whether it existed before the condo conversion, in which case the Association is responsible, or grew after conversion, in which case it is the current owner’s responsibility. See the Patio Tree Removal policy in the Appendix.

## PEST CONTROL

You should contact management if you see an opening in a building that may allow pests (insects, mice, squirrels, birds, etc.) to enter.

The Association is responsible for securing the exterior of a building and treating termites. The unit owner is responsible for securing and treating the interior against pests inside the unit, and for any damages inside (except termites).

## GOOD NEIGHBOR POLICIES AND RULES

### PETS

Pets must be carried or on leash when on the common grounds or apartment hallways. The Association supports enforcement of Arlington and Alexandria leash laws. Owners must clean up after their pets and dispose of feces in the street trashcans. Dog owners should insure that their pets do not urinate on the flowers or delicate shrubbery planted throughout the common grounds. Owners are liable for damages their pets cause.



Excessive barking violates our noise rule.

The Board takes pet complaints seriously. Management investigates repeated disturbances and takes whatever action is necessary to ensure neither pets nor their owners disturb residents.

Arlington and Alexandria require annual pet licensing.

Pet owners are encouraged to take advantage of the dog runs at Utah Field in South Fairlington and on the north bank of Four Mile Run on Arlington Mill Drive.

The Animal Welfare League of Arlington is at 2650 South Arlington Mill Drive. Telephone 703-931-9241. Email: [mail@awla.org](mailto:mail@awla.org). Web: [www.awla.org](http://www.awla.org).

### PLANTING BEDS

Residents are encouraged to take responsibility for the maintenance of planting beds in common grounds. They also may establish new beds.

**Existing Beds.** Residents may obtain from the office red reflectors to mark beds they agree to maintain. A reflector indicates to landscape contractors that a resident will maintain — water, weed, and prune — plants in the bed. Red reflectors may be issued from April 1 to November 1, when the Association resumes responsibility for the winter months.

**New Beds.** Residents may create a planting bed outside, but adjacent to, the patio fence line without specific approval. Beds may also be created adjacent to resident building walls after approval by the Buildings and Grounds Committee and Board of Directors. Beds may extend 2½ feet from the building or fence. The Appendix lists approved species of perennials, groundcovers and shrubs. Beds may also be created in common areas away from buildings and fences with the approval of B&G and the Board.

**Annuals** may be planted anywhere except specific focal beds. Contact B&G.

**Vegetable plants** are permitted only within patio fences.

**Shrubs and trees** planted in common areas must be of similar height and pattern to existing plants. They become the property of the Association, and residents may not remove them without written permission.

See Planting Beds in the Appendix.

### PLUMBING AND SEWER LINES

To keep the sewer lines clear, please follow precautions:

# GOOD NEIGHBOR POLICIES AND RULES

- Do not dispose of grease, tampons, dental floss, disposable diapers, sanitary napkins, paper towels, or other foreign matter in toilets or sinks.
- Drains should be equipped with a hair trap to prevent clogging.
- Commercial drain cleaners may be used. Snaking may be appropriate.
- Water heaters are the responsibility of the unit owner. The shut-off valve should be located above the tank.
- Basement sump pumps are the owners' responsibility.
- Plumbing shut-off valves in apartment buildings are located in the basement. In townhouses they are in the same room as the water heater.

## RECYCLING

See Trash and Recycling in chapter 4 and the Trash Enforcement Policy in the Appendix.

## RENOVATIONS

See Architectural Changes.

## SELLING YOUR UNIT

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

A blanket variance allows homeowners to place certain realty signs near their units. See Standard Sign Variance in the Appendix.

As a buyer, you must provide the Association the name and address of your mortgage company and a copy of the settlement sheet so that it can maintain accurate ownership records.

## SIGNS

Except for blanket variances for a single realty sign and display of the American flag, residents may not display signs in front of their units or in windows.

## SOLICITATION

Solicitors are prohibited, and management acts against them. We depend on you to call the office to report flyers and other solicitations.

## STAIRWAYS

No article may be placed in apartment hallways. Doorways must be kept clear.

## STORAGE

Bicycles, motorcycles and mopeds may be stored in patio sheds. Storage sheds may not exceed the height of the fence. Front porches and steps, and apartment hallways may not be used for storage. Management may dispose of items from stairways or charge residents daily storage fees.

## TEMPORARY STRUCTURES

No temporary structures (trailers, tents, shacks, barns, or other outbuildings) may be maintained on common property.

## THERMOSTATS

Heating units should never be turned off in winter. We advise you to set your thermostat no lower than 55. When you are away, leave cabinet doors under sinks open so that warmer air can reach the pipes. Burst pipes have occurred every year since

# GOOD NEIGHBOR POLICIES AND RULES

renovation, and the results have been predictably disastrous and expensive.

## TRASH

See Trash and Recycling in chapter 4 and the Trash Enforcement policy in the Appendix.

## USE OF UNITS

Fairlington Villages is a residential community. Commercial activities are prohibited. Units may not be leased for transient or short-term purposes. Units may not be used to carry on a noxious or offensive activity.

## VEHICLE REGISTRATION

Virginia law requires residents to register their vehicles within 60 days of moving to or within the Commonwealth. At the request of Arlington County, the Association annually submits a list of all vehicles registered with the Association.

## VIOLATIONS

Under the Virginia Condominium Act, residents found in violation of Association policies and rules may be assessed penalties of \$50 plus \$10 a day for continuing violations. See Rules Enforcement/Due Process Procedure in the Appendix.

## WATER FAUCETS

Before the first freeze in the fall, residents should shut off the valve to water faucets, open the outside faucet, and disconnect any hoses. (Hoses that are common property should be returned to the office.) The shut-off valve in most apartment buildings and townhouses is in the basement or common stairwell. (Where the shut-off valve is in the common area

stairwell, management will turn off the water.) Owners are liable for any damages resulting from frozen lines if they control access to the valves. The office can answer questions.

Many Ward 6 units (in Alexandria) still have original vacuum valves on their exterior faucets. After turning off the water supply inside and opening the exterior faucet, you can unscrew the vacuum valve inside the faucet to allow water to drain. Some faucets are equipped with vacuum release levers.

## WINDOW REPLACEMENT

The maintenance and replacement of windows are the unit owner’s responsibility. Windows must be white and have one horizontal and two vertical grids in “six over six” panels. See the Window Replacement policy in the Appendix.

Nothing shall be hung, attached or shaken from any window. No unit owner shall permit any dirt or any other substance to be swept or thrown from any window.

## WINDOW TREATMENTS

Window treatments such as curtains, shades, blinds and shutters must be in good condition and have a neutral backing or lining so as to not detract from the appearance of the buildings.

## YARD SALES

Yard sales are prohibited except for the community-wide sales in spring and fall in the community center parking lot. Residents may obtain a space on the morning of the sale for a nominal fee. The Community Activities Committee invites your participation in organizing the activity, which helps raise funds for other events.



## FAIRLINGTON VILLAGES

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# APPENDIX

## MAINTENANCE RESPONSIBILITIES

### RESIDENTIAL BUILDINGS AND LIMITED COMMON AREAS

Article VI of the Association's bylaws generally sets forth Unit Owner and Association maintenance responsibilities. Since not all items of responsibility are sufficiently defined in the bylaws, the Board has approved the attached "Chart", which more clearly defines Unit Owner and Association responsibilities. Prior to the adoption of this Chart, the Board passed a resolution on Maintenance and Repair Responsibility. Both the resolution and the attached Chart are based on the thorough review and advice provided by the Association's attorney. The resolution provides:

1. That portion of pipe that is located inside a unit and only serves that unit shall be considered as part of the element or fixture to which it is attached and not as a plumbing line. That portion of pipe that is located outside a unit or serves more than one unit shall be considered as a plumbing line and not as part of an element or fixture located inside the unit.
2. The Association shall be responsible for repairing and maintaining all pipes that are considered to be a plumbing line as defined in paragraph #1.
3. The unit owner shall be responsible for repairing and maintaining all equipment, appliances and fixtures located in his/her unit as well as any pipes that are considered to be part of the element or fixture as defined in paragraph #1.
4. Except in the case of an emergency and when the Association's maintenance staff is unavailable,

whenever there is a situation that (1) may involve repairs, maintenance or replacement by or on behalf of the Association, (2) repair, maintenance or replacement that may be covered by the Association's Master Insurance Policy, or (3) a repair, maintenance or replacement claim against the Association or its Master Insurance Policy, the Association must be given reasonable notice of and an opportunity to inspect the situation prior to the unit owner(s) undertaking or contracting for the repair, maintenance or replacement activities. The reasons for this requirement include (1) that the Association or its insurance carrier may have access to less expensive repair, maintenance or replacement alternatives, (2) the possible need to examine the unrepaired situation in order to allocate responsibility, and (3) the possible desirability of coordinating repair, maintenance, or replacement activities involving multiple units. Failure to reasonably comply with this requirement may result in the elimination or reduction of any obligations of the Association for repair, maintenance, replacement and/or payment thereof.

5. Situations not enumerated in this resolution or in the guidelines that the Board may hereinafter adopt are neither necessarily the responsibility of the Association nor necessarily the responsibility of the unit owner.
6. Where the Association has allocated responsibility to a unit owner under this resolution or under any related policy, the unit owner may appeal to the Board for an exception based on the specific circumstances involved.
7. The Board may periodically issue guideline scenarios or responsibility charts, which shall be used to assist in the interpretation of this resolution.

## CHART OF MAINTENANCE RESPONSIBILITIES

	Association Responsibilities	Unit Owner Responsibilities
Apartment building entry system	Maintenance and replacement	Cost of repairs caused by interior work
Attic	Enforcement of Association rules and regulations	All in all regards, provided however that no structural modifications may occur without approval of the Board of Directors.
Balconies and railings	Maintenance and replacement	Keeping clean and free of debris; use must conform to Association rules and regulations
Building exterior	All in all regards – leaks caused by the failure of the roof, gutters and downspouts, exterior caulking, or exterior walls including basement walls	
Caulking	Exterior	Interior
Cable TV, high speed Internet line, etc. (See Telephone Service)		Between unit owner/resident and cable company (wire on the exterior of the building is not permitted)
Common hallways	Maintenance and replacement	
Doors – apartment common area	All in all regards	
Doors – unit storm doors		All in all regards – must conform to Association rules and regulations
Doors – unit front and rear doors	Painting	Maintenance and replacement including all locks and hardware
Door frames (exterior)	Painting, repair and replacement	
Dryer ducts/vents	Exterior vent	Interior duct work, all in all regards
Electric – service	Serving the common areas	Serving only one unit (whether located inside or outside the unit)
Electric – fixtures	Serving the common areas	Serving only one unit (including all interior and exterior plugs and fixtures)
Fireplaces		All in all regards, including annual inspections in accordance with variance requirements
Gutters and fascia	Maintenance and replacement	
Heating, ventilation and air conditioning		Serving only one unit (whether located inside or outside the unit)
Mailboxes in apartment units	Maintenance and replacement	

# APPENDIX

## CHART OF MAINTENANCE RESPONSIBILITIES (continued)

	Association Responsibilities	Unit Owner Responsibilities
Painting	Exterior	Interior
Patio (area inside fence)	Inspection for compliance with Association rules and regulations, as well as repair and replacement of standard concrete slab	Maintenance of area and cleanliness, use and landscaping must conform to Association rules and regulations
Patio fence	Maintenance and replacement	Use must conform to Association rules and regulations
Pest control	Securing exterior of building and treatment of termites	Securing interior of building and treatment of pests inside the unit including ants, mice, rats, squirrels, raccoons, and birds
Plant beds and plantings in areas adjacent to unit	Inspection for compliance with Association rules and regulations	Must be maintained in accordance with Association rules and regulations
Plumbing fixtures		All in all regards
Plumbing – water supply lines	All in all regards that are located outside the unit	All in all regards that are located inside the unit, unless it serves more than one unit
Plumbing – drain lines – repair and replacement	Primary drains – in all regards	Individual fixture drains inside a unit
Plumbing – drain lines – blockages and backups	Drains serving more than one unit	Drains serving only one unit and inside the unit
Plumbing – townhouse outside water faucets		All in all regards including shutting on/off in winter/spring
Plumbing – apartment building outside water faucets	Maintenance, replacement and shutting on/off in winter/spring if shut-off valve is accessible to Association	Shutting on/off in winter/spring if shut-off valve is accessible to resident
Roofs	All in all regards	
Smoke detectors	Common hallway, all in all regards	Unit, all in all regards
Shutters	All in all regards	
Stoops, steps and walks (limited common element)	Maintenance and replacement of all. Apartment units – keeping clear of debris and snow	Townhouse – keeping clear of debris and snow
Structural components	Providing structural support to more than one unit	Providing structural support in an individual unit
Telephone service (See Cable TV...)		Between the owner/resident and the service provider (wire on the exterior of the building is not permitted)

## CHART OF MAINTENANCE RESPONSIBILITIES (continued)

	Association Responsibilities	Unit Owner Responsibilities
Windows and window openings	Maintenance and replacement of all common area windows; maintenance of exterior flashing and caulking	Maintenance and replacement of all unit windows, including glass, frame, sash and window jamb
Windows – screens and storm windows	Maintenance and replacement of all common area screens and storm windows	Maintenance and replacement of all unit screens and storm windows
Windows wells	Exterior maintenance and cleaning	Cleaning if area is not accessible

Individual owners and residents may be responsible for the cost of maintenance and replacements which are the responsibility of the Association, if the maintenance and/or repair are made necessary by the action or inaction of an owner/resident. For example, if an outside water faucet freezes and has to be replaced because the resident/owner failed to shut it off in freezing weather or if an apartment door has to be painted because of abuse, then the Association would make the necessary repair/replacement and charge the owner/resident for that repair/replacement.

## DAMAGE AND INSURANCE DEDUCTIBLE RESPONSIBILITY

### GUIDELINES AND SCENARIOS

Article VII and VIII of the Association’s bylaws sets forth the Association’s insurance responsibilities. However, these sections do not address the matter of any insurance deductible. Article X, Section 1, Paragraph (b) Additional Liability states that “Each Unit Owner shall be liable for the expense of all Maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness or the act, neglect or carelessness of any member of his/her family or employees, agents, licenses or

lessees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors...” Further Article VI, Section VII defines the maintenance responsibilities of the Unit Owner and the Association.

Based on these portions of the bylaws and the Association’s experience with insurance losses, it is the Board’s goal to, as clearly as possible, define the circumstances under which the Association and a unit owner(s) will be responsible for the deductible portion of any insurance losses under the master insurance policy. Although the deductible is subject to change it is presently \$2,500 for each loss. Since individual owner’s insurance companies may respond differently to a similar claim, this policy has been developed without regard as to how a Unit Owner’s insurance company may respond to any specific loss.

This policy also recognizes that the Association has an affirmative obligation to restore damaged areas to their original condition (at the time of conversion) for items covered by the master insurance policy, without regard to who is going to pay for those damages. At the same time the goal of this policy is to be as fair as possible to all parties, but to place any cost burdens on the appropriate party(s). As written, it is the intent of this policy to hold an owner responsible for the \$2,500 deductible under the circumstances outlined in the Board resolution, even if they had no prior knowledge of any problems

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within their unit. Further, the unit owner is always responsible for their personal property and any betterments and improvements to the unit, unless the Association is deemed to be liable for the loss.

To assist in determining what claims fall into what categories, following are several scenarios, based on our claims experience and how they would be handled under Resolution #PR 1/2/02 “Damage and Insurance Deductible Responsibility”.

## INSURANCE CLAIM GUIDELINES

The insurance claim guidelines and scenarios that follow provide some specific examples of how the Damage and Insurance Deductible Responsibility policy would be applied.

### A. Water Damage from Water Intrusion and Sewer Backups

- 1. Water seepage from outside the unit.** Water from outside the unit penetrates the basement wall and enters the living space. The water was cleaned up immediately with costs under \$400. However, in order to gain access to the exterior wall to repair the leak, paneling with wallpaper had to be removed. Owner no longer has wallpaper. Should Association pay cost of cleanup? Who is responsible for expense of restoring the wall? Does this include wallpapering entire room if no wallpaper is available?

*The Association.* Rainwater apparently entered the unit through the basement wall as a result of a probable failure of the waterproofing. The Association’s master policy does not provide coverage for this type of “ground water” intrusion. However, the apparent failure of the exterior of the building allowed the water entry so the Association is responsible for cleaning up the water and restoring the unit to its original condition at the time of conversion (circa 1977). The unit owner is responsible for

improvements, i.e., wallpaper. (Note: Because it may be necessary to remove the basement paneling to repair the exterior basement wall, wallpapering these walls is not recommended. If residents do decorate with wallpaper, it is a good idea to store extra wallpaper in a dry, cool location in case repairs are necessary.)

- 2. During heavy rains, water enters unit through window in window well.** Cost of clean up is less than \$500. The gutter was clogged and contributed to or caused the condition. Neither the Association nor the unit owner was aware that the gutter was clogged. Who is responsible for cost of water extraction?

*The Association.* Because the Association is responsible for maintaining the gutters, the Association will extract the water and restore any Association-insured property to its original condition.

- 3. Water from sprinkler being used by owner enters through window in window well and causes damage to unit over period of time.** The damages were under \$2,500. Who is responsible for damages?

*The Unit Owner.* Even though the unit owner did not intend to cause the damages, the act of the unit owner caused the damages. The unit owner is responsible for the damages.

- 4. Sewer backup (common line) into basement.** The wooden floor installed by the owner is damaged. Clean up from sewage and restoration of room would be less than deductible if it were not for the wood floor. Who is responsible for cost of sewage clean up and restoration of the room? Who is responsible for cost of wood floor?

*The Association.* The Association is responsible for maintaining and repairing the common sewer lines. Thus the Association is

responsible for the cost of the clean up as well as repairing or replacing of the linoleum flooring and basic carpeting that was in the unit at the time of conversion.

**The Unit Owner.** The upgraded wood floor is an improvement made by the unit owner. Any cost above the basic restoration for which the Association is responsible is the unit owner's responsibility. If the unit owner chooses to replace the upgraded wood floor, then the Association will pay what it would cost to restore the unit to its original condition at the time of conversion. The unit owner may apply these funds to the cost of installing a new wood floor or accept the property restored to its original condition.

## B. Water Damage from Plumbing and Fixtures

- 1. Drain pipe for 2<sup>nd</sup> floor bathroom in a townhouse is leaking.** A pipeline in the wall of the second floor bathroom of a townhouse leaked causing over \$2,500 in damages. Since the pipe is **inside the unit and** considered part of the fixture, the responsibility for maintenance and repair belongs to the Unit Owner. Neither the Association nor the unit owner had prior knowledge of a problem with this **pipe**. Who is responsible for the Association's deductible?

**The Unit Owner.** The source of the leak was a **pipe located inside the unit** for which the Unit Owner is responsible. Thus, the Unit Owner is responsible for paying the deductible.

- 2. Water supply line to toilet broke causing over \$17,000 in damage.** The water supply line to the toilet in upstairs bathroom of townhouse broke and ran for 14 hours before anyone was aware of the problem. This line was inside the unit and is considered part of the fixture and not the plumbing. The resulting

damages to property insured by the Association totaled over \$17,000. Who should pay the Association's deductible?

**The Unit Owner.** The line that broke was part of the toilet fixture, which is the property of the unit owner. Because the unit owner is responsible for the maintenance of this line, the unit owner pays the Association's deductible, even though the unit owner did not have any prior knowledge of a problem, the balance of the loss is paid by the Association's insurance.

- 3. Water Heater Leak:** A water heater from an upper unit leaked into two units below causing over \$2,500 in damages to property insured by the Association. The owner of the water heater had no prior knowledge of a problem. Who is responsible for the Association's insurance deductible?

**The Unit Owner.** The leak came from the water heater, which is the property of the unit owner. Because the unit owner is responsible for maintaining the water heater, the unit owner is responsible for the deductible portion of the damages caused by the leaking water heater, even though the unit owner may not have had any prior knowledge of a problem.

- 4. Washing Machine Leak.** The washing machine from the upper unit leaked into the two units below causing over \$2,500 in damages to property insured by the Association. The unit owner may or may not have known the leak came from the washing machine. Who is responsible for the Association's deductible?

**The Unit Owner.** The leak came from the washing machine, which is the property of the unit owner. Because the unit owner is responsible for maintaining the washing machine, the unit owner is responsible for the

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deductible portion of the damages, even though the owner may not have been aware that there was a problem.

- 5. Leak from bathroom sink.** The pipe under the bathroom sink in the upper unit leaked into the unit below causing less than \$2,500 in damages to property insured by the Association. The resident had placed a container under the pipes to catch the water but the container had overflowed. Who is responsible for damages to the Association's property? (In this case, the damages are less than the Association's insurance deductible so the Association will not file an insurance claim.)

*The Unit Owner.* The leak came from the pipe under the bathroom sink. This pipe is deemed to be part of the part of the bathroom sink, which is the property of the unit owner. Because the unit owner is responsible for maintaining the bathroom sink, the unit owner is responsible for the damages to the Association's property. As the resident had full knowledge the leaking water was a problem, the resident should have shut off the water source and called a plumber.

- 6. Leak from bathroom sink.** The pipe connected to the faucet in the bathroom of the upper unit came loose and flooded the two units below, causing more than \$2,500 in damages to property insured by the Association. Owner was unaware of any problems with pipe. Who pays the Association's deductible?

*The Unit Owner.* The leak came from a pipe that is considered to be part of the bathroom sink, which is the property of the unit owner. Because the responsibility for the maintenance of this pipe is the unit owner's responsibility, the unit owner is responsible for paying the Association's deductible, even though the unit owner was not aware of the problem.

- 7. Water damage from or within a unit caused by a leak in a water pipe outside the unit.**

The water line leaked causing damages in excess of \$2,500 to property insured by the Association. The resident reported seeing wet spots for past several months but thought they would eventually dry up. Who pays the Association's deductible?

*The Unit Owner.* The water line that caused the leak was outside the unit. Because the Association is responsible for maintaining and repairing this plumbing line, normally the Association would pay the deductible. The resident, however, ignored the problem, which resulted in significant damages over time. Thus, the resident was held responsible for the Association's deductible due to the failure to report the leak in a timely manner. If the leak had been reported in a timely manner, the Association would have paid the deductible.

## C. Termites, Critters and Other Pests

*Note: As a general rule, condominium association and unit owner personal insurance policies do not cover damage caused by rodents, insects, or animals.*

- 1. Rat enters unit causing damage to owner's personal property.** A rat entered the unit and, although the Association made attempts to rid unit of rat, those attempts were unsuccessful. As a result, the rat damaged the dishwasher. Neither our master insurance policy nor any Unit Owner's personal insurance policy, covers damage caused by rodents, insects, or animals. Who should pay for repairs to unit and the dishwasher?

*The Association.* If rodents, insects, or non-domestic animals enter through a common element for which Fairlington has responsibility to maintain, the Association is responsible for any exterior repairs (closing hole, repair of access route).

**The Unit Owner.** The unit owner is responsible for repairing the dishwasher, as the dishwasher is the property of the unit owner.

- 2. Termites cause damage to interior of unit.** A new owner reports damage to the interior of their unit. Upon investigation, it is determined that the building has termites that have damaged a wooden floor joist.

**The Association.** The Association is responsible for exterminating termites and repairing the damage to the property for which the Association has the responsibility to repair and maintain. Since the new owner reported the problem in a timely manner and termites caused the damage, the Association is responsible.

**The Unit Owner.** The unit owner is responsible for damage to personal property.

## RULES ENFORCEMENT/ DUE PROCESS PROCEDURE

Whenever a violation of Fairlington Villages' duly adopted rules and regulations is deemed to have occurred, the following procedures shall be followed:

***NOTE:*** If a violation poses a threat to the safety of any individual, could cause damage to property if unabated, or is a trash violation, then Management shall immediately go to the *Third Notice of Violation*.

### FIRST NOTICE OF VIOLATION

If a violation does not pose a threat to the safety of any individual or potential damage to property, Management will send a *First Notice of Violation*

letter to the resident/occupant of the unit who is accused of the violation. This *First Notice of Violation* letter should be written as a friendly reminder outlining the nature of the violation, the action required to abate the violation, and the time frame required to remedy the situation. In addition, if the resident/occupant is not the *owner* of the unit, Management will mail a *copy* of the letter to the owner of the unit.

### SECOND NOTICE OF VIOLATION

If a second violation occurs or if a continuing violation goes unabated, Management will send a *Second Notice of Violation* directly to the *owner* of the unit from which the violation occurred or exists. If the owner of the unit is not the resident/occupant, Management will mail a *copy* of the letter to the resident/occupant. This letter will take a firmer tone and will again advise of the alleged violation noting the specific sections of the rules and regulations that are being violated, the action required to abate the violation, and a time frame of not less than *ten days* during which the violation may be abated without further sanction. If the violation is a continuing one or if further violation of the same rule occurs, the result will be the mitigation of the offense at the risk and expense of the *owner* of the unit or imposition of sanction. The letter should state that sanctions may include, but are not limited to, the suspension of the owner's right to use facilities and/or services, assessments for the violation not to exceed \$50.00 for a single offense, or \$10.00 per day for any violation of a continuing nature.

### THIRD NOTICE OF VIOLATION

Management will notify the owner of the unit by letter (certified mail-return receipt requested) if: (1) the violation poses a threat to the safety of any individual or could cause damage to property if unabated, (2) a third notice violation has occurred within 12 months, (3) a continuing violation has gone unabated, or (4) it is a trash violation. If the owner of the unit is not the resident/occupant,

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Management will mail a *copy* of the letter to the resident/occupant. If the owner of the unit is not the resident/occupant, Management will mail a *copy* of the letter to the resident/occupant. The letter should note the specific sections of the rules and regulations that are being violated and that either a \$50.00 assessment will be levied for the violation or in the case of a continuing violation, a \$50 assessment for the initial violation and a \$10.00 per day assessment for as long as the violation continues (up to 90 days) **and/or** mitigation of the offense at the risk and expense of the unit owner without further notice. This letter shall advise the unit owner that a request may be made, **in writing**, for a hearing before the Board of Directors to contest the citation, provided such request is made within 15 calendar days of notification of the violation. If a written request is not made within the 15 calendar days, the unit owner shall be deemed to have waived the right to a hearing and any assessment shall be due immediately and shall be treated as an assessment against the unit owner's condominium for the purpose of §55-79.84 of the Virginia Condominium Act. The failure of the unit owner to pay any assessment within 15 calendar days will subject the assessment to late fees and penalties as provided for in the Association's collection procedure.

If, in the opinion of Management, the imposition of assessments and/or removal of the item is not the most appropriate way of addressing the violation or if the unit owner requests, in writing, a hearing to contest the assessment within 15 calendar days of receiving the *Third Notice of Notification*, then a hearing shall be held by the Board of Directors at the next regularly scheduled Board of Directors meeting, which allows 14 days notice to the owner. Management will send a letter by certified mail-return receipt requested, to the owner of the unit at least 14 days in advance of the hearing date, stating the date, time, and place of the hearing. This letter shall again advise the unit owner that the alleged

violation has not been corrected or that a third or continuing violation has occurred (noting the specific sections of the rules and regulations which are being violated). This letter will further state that before any suspension of privileges or imposition of assessments, the unit owner will have an opportunity to be heard, to present any and all defenses and to be represented by counsel before the Board of Directors. The unit owner should also be advised that at this hearing sanctions may be imposed which include, but are not limited to, the suspension of the owner's right to use facilities and/or services, assessments for the violation not to exceed \$50.00 for a single offense or, \$10.00 per day for any violation of a continuing nature. Further, any sums assessed shall be treated as an assessment against the owner's condominium unit for the purpose of §55-79.84 of the Virginia Condominium Act. Any assessment levied as a result of the hearing will be due within ten calendar days. Delinquent assessments will be subject to late fees and penalties as provided for in the Association's collection procedures. The result of any hearing shall be hand-delivered or mailed to the unit owner by registered/certified mail-return receipt requested, within three days of the hearing.

## RESTRICTIONS ON ASSESSMENTS

It is understood that the total assessment for any offense of a continuing nature shall not be assessed for a period exceeding 90 days. Further, after the date a lawsuit is filed challenging any such assessments, no additional charges against the homeowner shall accrue. If the court rules in favor of the Association, the Association shall be entitled to collect such charges from the date the action was filed, as well as all other charges assessed against the unit owner prior to the lawsuit. All assessments collected are considered to be a material benefit received by all unit owners.

## POLICIES AND PROCEDURES

### ANTENNAE AND SATELLITE DISH POLICY

In order to preserve our standing in the National Register of Historic Places, the Board of Directors hereby approves the installation of antennae and satellite dishes with the following restrictions:

- A. Antennae and/or satellite dishes are installed, maintained, and/or used beneath and within any fence line surrounding common areas, limited common areas, or areas that are under the exclusive use and/or control of Association members.
- B. Antennae and/or satellite dishes are not installed, maintained, or used on any fence with the Association;
- C. Antennae and/or satellite dishes are not installed into or affixed onto any balcony floor, ceiling, rail, wall and/or other structure providing support to the balcony;
- D. Antennae and/or satellite dishes are not installed, maintained, or used on the exterior walls of any unit and/or structure in the Association;
- E. Antennae and/or satellite dishes are not installed, maintained, or used on that part of any unit above the plane of the underside of the roof sheathing used on the roof;
- F. Antennae and/or satellite dishes are one meter or less in diameter or diagonal measurement; and
- G. No new penetration of or attachment of wires to the exterior wall of any unit shall be allowed in connection with antennae and/or satellite dishes without first obtaining a variance from the Board of Directors;

H. Antennae and/or satellite dishes shall not extend more than six and one-half (6 ½) feet above the height of the ground, patio or balcony floor, without approval of the Variance Committee.

- 1. Except as otherwise stated herein, this policy does not affect the installation, use or maintenance of antennae and/or satellite dishes within any unit's upper, lower and vertical boundaries, as those boundaries are stated in the Declaration, so long as the antenna and/or satellite dish does not come into, onto or through common areas or limited common areas.
- 2. All other rules, regulations and use policies relating to the use of antennae and/or satellite dishes that are not inconsistent with the terms set forth above shall remain in full force and effect.

### AWNINGS

Awnings may be installed on top floor apartment and ground floor townhouse balconies. Awnings may not be installed on individual (single) windows or on the front or side of any unit.

The material must be canvas. The approved style is *Patio Canopy*. The five approved *Sunbrella* brand colors are:

- Solid *Terra Cotta*
- Terra Cotta* background with natural stripe
- Solid *Forest Green*
- Forest Green* background with natural stripe
- Forest Green Fancy* (same as on community center)

A brochure and sample fabric swatches of the approved colors are available in the management office.

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All awnings must be installed by a professional awning installer.

The framework and any housing unit will be black or dark brown in color. The Unit Owner will insure that the framework and/or housing unit is installed in one of these two approved colors. If a retractable motorized housing is installed, all parts, including the electrical box, power switch and any wire covers will also be black or dark brown. When a motorized retractable awning is installed, an existing exterior electrical outlet will be used. If an exterior outlet does not exist, the Unit Owner must make a request for a variance to have one installed. The awning cannot extend further than the balcony railing. All awnings on any one building must be of the same fabric design, style and color. A “building” is defined as a contiguous set of units.

The awning must be retracted or removed from November 1 through March 31 each year.

The awning and any framework and/or housing will be in good working condition and appearance at all times. The canvas awning will be cleaned regularly (instructions for care and cleaning are attached to the Awning Maintenance Agreement.) Management will inspect awnings for compliance on an annual basis.

When an awning is permanently removed, the Unit Owner is responsible for restoring the building and the balcony to their original condition (i.e., repointing the brick after removal of the framework, retractable housing, motorized unit, electrical box, power switch, wires and wire covers.)

The Unit Owner must comply with any and all present and future guidelines and/or regulations of the Association.

A Maintenance Agreement must be signed prior to installation.

Upon receipt of written approval from Management, the Unit Owner has 90 days in which to begin

installation. Upon completion of installation, the Unit Owner has 30 days in which to notify Management. Management will inspect the work for compliance and advise the resident in writing if any changes are necessary.

The Unit Owner is fully responsible for, and holds the Association harmless from, any and all damage including but not limited to the Unit Owner(s) property, to the Association’s property, to the property of others and/or to the common area property, that results from the installation, use, cleaning, maintenance and/or existence of the awning.

Upon sale of the unit, responsibility for the awning conveys to the new Unit Owner.

If the homeowner(s) request is in compliance with the above policy, the Unit Owner wishing to install the awning must contact the Management Office and sign an Awning Maintenance Agreement prior to installation of the awning. This signed Agreement will be placed in the Unit Owners’ File and a copy will be provided to the Chair, Variance Committee.

A request for a variance to the above policy must be made in writing, along with a sample swatch of the proposed awning material, if applicable, and any other required documentation to: Chair, Variance Committee, c/o Fairlington Villages Management Office, 3001 South Abingdon Street, Arlington, VA 22206.

## BATHROOM EXTERIOR VENTS

In order to maintain the historical appearance of our historic property, the installation of residential exterior vents shall adhere to the following restrictions. These restrictions apply to any residential exterior venting that penetrates the exterior structure — rear walls of the buildings. Please see Chart of Maintenance Responsibilities, for more information.

- Exterior venting may only penetrate the rear of buildings and may not be placed near another intake ventilating system;
- Exhaust ducting may not be joined or combined into any existing ducting, exhaust or otherwise;
- Exterior vent aperture/hole shall be round, cut (not chiseled), and not be larger than 4" in diameter. The exterior vent cover may not be larger than 6" square and exterior cover must be properly sealed and weather tight;
- Exterior vent covers shall be made of aluminum only, square in shape and not painted;
- Vents may not vent into attic spaces per International Mechanics Code, Chapter 5 (Exhaust Systems), Section 501:  
  

“The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a nuisance and from which it cannot again be drawn in by a ventilating system. Air shall not be exhausted into an attic or crawl space.”
- Vents may not penetrate the roof, soffit, or fascia of any building;
- A licensed contractor must perform work that penetrates the exterior of a building wall while conforming to all county, city and Association policies;
- Requests for all other types of exterior venting or any venting that requires removal of or impacts the shutters, must be made to the Variance Committee.
- Unit owners will be required to sign a statement indicating that they will comply with the standard policy when installing a residential bathroom exterior vent.

## DECORATIONS – LIMITED COMMON AREAS AND SHARED COMMON AREAS

Unit owners who share common areas may wish to place objects in the common areas for decoration or practicality. Unit owners placing objects in these areas implicitly acknowledge that others using or maintaining the shared spaces may damage the items and release the Association from claims on their items placed in common or limited common areas. The Association provides no recourse and assumes no liability for damage caused to or by items placed by residents in the common areas (e.g., in front of units, shared doors, porches, hallways or stairways in multi-unit buildings, and grounds, trees and bushes outside of fenced areas) or limited common areas (e.g. balcony, patio). The Association reserves the right to revoke or modify the standard policy on a case-by-case basis. This standard policy only replaces or supersedes those existing rules, regulations or policies with which it is in direct conflict. Unit owners have the option of submitting a standard Variance Request, which would be independent of this policy.

## LIMITED COMMON AREA FENCES AND GATES DECORATIVE ITEMS

Unit owners may attach decorative items to the interior of their backyard fence and gate according to the guidelines below. Attachments are not permitted to the exterior or top of fences and gates. Unit owners who make attachments to their fence and gate acknowledge that the Association is responsible for the maintenance of the fence and gate and may require the removal of the items from the fence and gate from time to time. By attaching an item to the fence or gate, the unit owner releases the Association from any claim associated with damage or loss of the attached item.

- Attachments to the interior fence and gate may not compromise the fence’s or the gate’s structural integrity or cause leaning or bowing.

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- The fence and gate may not be used as part of a structure or be attached to a structure (deck, shed, etc).
- Any item (e.g., screws, bolts, nails) used to attach items to the fence or gate must be one-quarter inch (1/4") or less in diameter and may not protrude through the fence, fence board or gate.
- Electrical installations (lights, etc) must be installed in accordance with the applicable building codes and Association bylaws.
- Per FVACA Architectural Control number d2 and Chapter 6, page 43, of the Resident's Handbook the unit owner is not permitted to alter brick areas or balconies.

## SHARED COMMON AREA PERMISSION PROCESS

Permission may be granted to decorate the common area of a multi-unit building (e.g., front door and porch, hallway, stairway) or shared porch if the resident presents to the Variance Committee a completed "Request for Decorating Shared Common Areas Approval Form." The approval form is not required for decorations displayed in accordance with this policy exclusively from November 15th to January 15th annually. The approval form requires the following:

- A timeline for the proposed change.
- A description of the area that is proposed to be decorated/alterd, including unit number and address.
- A detailed description of the proposed changes.
- Signature approval of one resident from each unit in the building.
- A statement that the requestor releases the Association and residents from any liability

associated with damage to items placed in the common areas.

- The date, printed name, contact information, and signature of the requestor.

## MULTI-UNIT BUILDING COMMON AREAS

Residents may:

- Place a doormat outside of the door of a unit in a common area hallway. The doormat cannot be more than one inch thick and more than 3 feet by 5 feet in area. The doormat cannot obstruct the hallway in any way.
- Decorate the door of their unit in a multi-unit hallway. Under no circumstances may any alterations or penetrations be made to the door, jamb or any other part of the building. Over-the-door hangers, magnets, and suction cups are options under this policy for displaying door decorations. Decorations must be less than five pounds in weight and may not protrude into the hallway more than six inches from the door.

## EXTERIOR DOORS AND WINDOWS

- Exterior Townhouse Doors: Governed by the same rules that apply to interior Multi-Unit Building Common Areas, see above.
- Exterior Individual Doors in Multi-Unit Buildings: Governed by the same rules that apply to interior Multi-Unit Building Common Areas, see above.
- Exterior Shared Multi-Unit Doors and Shared Porches: Governed by the same rules that apply to interior Multi-Unit Building Common Areas, see above.
- Exterior Surface of Windows (e.g., pane, sill, casing): Decorations such as wreaths, are

permitted from November 15th through January 15th only.

**Code Compliance** – All decorations placed in or on common or limited common areas and all usage of common or limited common areas must be in accordance with manufacturers’ directions, applicable federal, state, and local codes and regulations, as well as the Association’s rules, regulations, by-laws and policies.

## DOORS

### ENTRY

As outlined in the *Chart of Maintenance Responsibilities*, all unit exterior doors and door openings are the responsibility of the homeowner. The Association reserves the right to correct or replace improper doors or incorrectly installed doors at the unit owner’s expense. Unit owners are responsible for maintaining the existing historic trim details and for all damages to the unit and/or common elements resulting from improper installation. The following are the Association requirements for replacement of doors in residential units.

Replacement doors should be of like style to the door being replaced:

- Replacement doors must be without division. French or Dutch style doors are not permitted.
- Replacement doors must be the same size and style as the existing door. Installing a new doorframe within the existing opening is not permitted.
- Raised panels of the same number and the same size as the existing door are required.
- The style and number of windows in the replacement door must match the existing door and, in cases where a porch is shared, the neighboring door on the shared porch.

- Windows will be clear, translucent and smooth; white, colored or beveled glass is not permitted.
- Door windows will have external beveled edge grids. Grids must be raised and measure between 7/16" and 3/4".
- Replacement doors must match the existing door color. The management office will provide unit owner with paint upon request. It is the unit owner’s responsibility to apply the paint within one week of replacing the door.
- Brass hardware (doorknocker, mail slot, handle and deadbolt) is required. Brass peepholes are permitted and optional. Kickplates are not allowed.
- Replacement door must retain swing from the same side and in the same direction as the existing door.
- The historic details of the existing doorframe, especially the rounded detail framing the existing opening must be maintained.

Request for exceptions to this policy must be made in writing to the variance committee (e.g., a different style door, different color door, door with a different number or configuration of windows, etc.).

### STORM

The *Chart of Maintenance Responsibilities* states that unit storm doors are the full responsibility of unit owners and must conform to Association Rules and Regulations. Storm doors on residential units must be in conformance with the following policy:

- Storm doors must be aluminum or vinyl-clad aluminum with a white exterior finish and have a plain frame no wider than four inches.
- Storm doors should be full view, 7/8 view, or 3/4 view (divider bar permitted) as shown below.

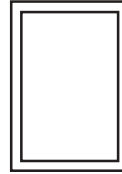
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- With the exception of the 3/4 view door style (where one divider is permitted), the glass and screen should be free of dividers or grids.
- The glass must be clear. Etching or frosting of the glass/acrylic is not permitted. Screens cannot be patterned.
- Storm door window safety guards or safety screens (designed to keep children and pets from falling through the glass or screen) are permissible when installed on the interior of the storm door.
- The owner is responsible for maintenance with respect to the storm door, glass and screen. Failure to maintain the door in good repair will result in a notice to the owner to replace or repair the door.
- Unit owners that share a front porch are *encouraged* to select the same style storm/screen doors.
- Storm doors must hinge on the same side as the inside door.
- All hardware (hinges, door handles) must be black, white or brass in color.
- Unit owners with an existing storm door(s) that is not in compliance with this policy must become compliant when the storm door(s) is replaced or when the residence is sold.

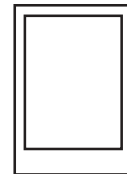
Requests for exception to this policy must be made in writing to the Variance Committee.

## Example of Approved Storm Door Styles

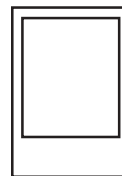
“Full View”  
Full Screen



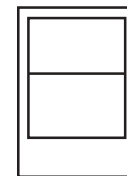
“7/8 View”  
Full Screen



“3/4 View”  
Full Screen



“3/4 View”  
(w/ Divider)



## EXTERIOR ELECTRICAL OUTLETS

In order to maintain the structural integrity, condition and appearance of the exterior brick walls of residential units in Fairlington Village, the installation of any exterior electrical outlets shall adhere to the following restrictions. These restrictions apply to any exterior outlets that penetrate the exterior of residential buildings.

- One (1) exterior electrical outlet may be installed outside near the rear back or side door of residential units.
- The electrical outlet must be GFCI (Ground Fault Circuit Interrupters) and be weatherproof receptacles with hinged covers over the outlet(s).
- All work must be performed by a professional, licensed electrician in conformance with Arlington County and Alexandria City Codes and with proper permits obtained.

- Exterior electrical outlets are to be installed no more than 18" above the ground or a balcony floor on the exterior wall.
- Exterior electrical outlets may not be attached to balconies or fences.
- Housing should be made of electrical code materials.
- No external wiring or conduits may be used.

## EXTERIOR LIGHTING FIXTURES

In accordance with the By-laws and in order to preserve the historic designation of Fairlington Villages, the replacement of residential exterior lighting shall adhere to the following restrictions. These restrictions apply to any exterior lighting affixed to the front, side or back of the unit.

The Chart of Maintenance Responsibilities states that if:

- the light fixture serves one unit, it is the unit owner's responsibility.
- the light fixture serves more than one unit, it is the Association's responsibility.
- there is a boiler room under your unit, the light fixture at the entry way to that boiler room is the Association's responsibility.

Lighting fixtures that are the responsibility of, and replaced by, the unit owner must be of like style to the fixture original to the unit or "carriage/coach-style" lighting. (One approved fixture is: Hampton Bay #248593, Outdoor Motion Sensing, Wall Lantern, Black Finish, (covers 1400 square feet and has 180 degree detection zone).

Carriage/coach style is defined as a "coach" light style having multi-faceted glass panes, some with a top or a bottom cap — usually tapering to a point at

both top and/or bottom. These fixtures come with standard or motion/photosensitive features.

Lighting fixtures must be black in color with clear glass panes.

Lighting fixtures of the carriage/coach-style shall not exceed 16" in total height and 6" in width at the widest point.

Lighting fixtures must be operable and in good condition, i.e. appearance, at all times.

No new penetration of the exterior wall of any unit shall be allowed without a variance, and lighting fixtures shall not be installed in any other location on the building other than the original fixture location without a variance.

Floodlights and security-style lighting may not be installed by a homeowner. A homeowner may make a request to the Parking & Security Committee for the Association to install security lighting on the exterior of a residential building. After reviewing such a request, the Committee will make its recommendation to the Board. At no time will security lighting be installed in lieu of the original exterior light fixture (jelly-jar) or the carriage/coach style light fixture.

## HANDICAPPED PARKING

In accordance with the Fair Housing Act, the Board of Directors has adopted a Handicapped Parking Policy.

The resident must submit a written request with a copy of their DMV issued handicapped permit. It will be either the placard (hanging tag) or a copy of the current vehicle registration indicating the resident has handicapped license plates for their vehicle. Both sides of the placard (hanging tag) must be copied to show to whom the permit is issued and the expiration date.

# APPENDIX

Temporary handicapped permits will be a form issued by DMV showing a starting and ending date.

Both the DMV permit and a current Fairlington Villages parking sticker must be displayed for the vehicle to be valid.

Once the letter is submitted to the Parking & Security Committee and approved, it would be given to Management for a handicapped parking sign to be installed. However, the Board has final approval on all handicapped parking requests.

Any vehicle in violation will be towed by management.

## HEATING, VENTILATING, AIR CONDITIONING (HVAC) LINES

The replacement of HVAC lines for residential unit heating and air conditioning equipment does not require a variance if the lines are run through the existing penetration point into the building.

Requests to run the HVAC lines on the brick exterior and/or through a new penetration point must be made in writing to the variance committee.

The variance request must include a letter from the contractor explaining why the existing piping and penetration points cannot be used. In general, two primary factors that will support such a request are:

- the existing HVAC piping runs through neighboring unit(s), and/or
- the distance the existing piping runs substantially limits the efficiency of the heating or air conditioning unit.

## EMERGENCY SITUATIONS

In the event of an emergency request to replace a heat pump or air conditioner unit that requires new lines to be run on the exterior of a building when a

homeowner cannot wait for the Variance Committee and/or Board to meet, the request shall be provided in writing to the Management Office, the Board Liaison to the Variance Committee, and the Variance Committee Chair(s) for emergency consideration.

The request can be approved if sufficient justification is provided by the homeowner from his/her contractor explaining the nature of the emergency and why the existing piping and penetration points cannot be used. The lines must then be installed by a professional contractor in accordance with the following restrictions:

- The new exterior pipes are to be located at the rear of the unit and must be placed immediately against an existing downspout if an existing downspout is present.
- If no downspout exists, the new piping must be enclosed in a false downspout cover that matches in style and color the downspouts in use on the building.
- New lines may not run along the rear wall of an adjoining unit.
- The penetration of the new line must be into the brick and cannot be through the fascia, soffit, downspout or gutter, or roof of any building.
- The penetration of the new line through the brick exterior must be caulked with sealant matching the existing brick joint's mortar color.

## COMPLIANCE REQUIREMENTS

Homeowners who have installed new HVAC lines since the 1992 policy took effect but prior to May 1, 2002, are required to be in compliance with the 1992 Standard Policy. Homeowners who enclosed piping in a metal sleeve may, however, choose to recover the pipes in a false downspout per the above requirements.

As of May 1, 2002, when the Board rescinded the old policy, exterior lines are not allowed in any instance without an approved variance. In instances where a homeowner installs lines without a variance, he/she will be required to re-install the lines correctly and repair and re-point the brick exterior to its original condition.

## NOISE – HOME CONSTRUCTION/RENOVATION

In part, Article XI, Section 3 of our bylaws states that no noxious or offensive trade or activity shall be carried on within the Condominium or within any unit situated thereon, which may be or become an annoyance to the neighborhood or other owners. No nuisances are permitted within the Condominium nor shall any use or practice be permitted which will annoy or interfere with the peaceful use by a resident.

All residents should exercise due consideration at all hours when entertaining, using radios, televisions, musical instruments, dishwashers, washing machines, vacuums, etc., to insure that the sound will not disturb others. In particular, attention should be paid to the level of noise being made during the hours of 11:00 p.m. and 7:00 a.m.

Taking into consideration Arlington County's and the City of Alexandria's noise enforcement policies, the Board has determined that home construction/renovation work may be done by a unit owner/resident, or contractor hired by a unit owner/resident, during the following hours:

Monday through Friday: 7:00 a.m. – 6:00 p.m.  
 Saturday: 9:00 a.m. – 6:00 p.m.  
 Sunday & Holidays: 10:00 a.m. – 6:00 p.m.

## PARKING

All vehicles in Fairlington Villages off-street parking lots must be parked in designated spaces and display a current parking permit issued by Fairlington

Villages. Failure to park in a designated parking space in an off-street parking lot and/or display a current parking permit will subject the vehicle to towing at the owner's expense. A permit that is not visible from the vehicle's exterior is invalid. It is the responsibility of the vehicle's owner to assure a current permit is readily visible. Vehicles parked in "No Parking" zones are subject to automatic removal.

No warnings will be issued to owners of vehicles parked in contradiction to the parking policy prior to the removal of the vehicle from the property.



All decals expire December 31. Therefore, effective January 1, all vehicles parked in off-street lots must display the current permit for the new year.

Commencing October 1 of each year, owners/residents may obtain a parking decal for the following year. Permit decals are issued during normal business hours at the management office.

Each unit owner or authorized tenant(s) will be issued one ORANGE parking permit upon presentation of current vehicle registration and proof of residency. Documentation is a current Fairlington Villages ID or a copy of a current lease or settlement papers. Each unit owner or authorized tenant(s) will

# APPENDIX

be issued one GREEN parking permit with the same requirements. The maximum number of parking permits issued to any Fairlington Villages unit is two, one orange and one green. Parking permits will only be issued only when condominium dues are fully paid up to date.

Any of three forms of an orange or green permit may be requested; INTERIOR, TRANSFERABLE or EXTERIOR permits.

INTERIOR permits must be affixed to the inside rear windshield, lower corner, driver's side.

TRANSFERABLE permits are interior permits attached to a piece of Plexiglas. These permits are to be displayed on the front dashboard, driver's side of the vehicle. The purpose of the transferable permit is to give the resident the option of moving the permit between vehicles. While this type of permit may be transferred, it is assigned to the specific vehicle registered with Fairlington Villages by the resident. In addition to presenting current registration for the vehicle and proof of residency, the resident must sign an agreement accepting full responsibility should the vehicle be towed because the transferable permit cannot be observed. Current transferable permits must be exchanged to receive the new permit.

EXTERIOR permits may be requested by a resident for a motorcycle, convertible or vehicle that is usually kept covered. Exterior permits are to be displayed on the front fork of motorcycles; the driver's side rear bumper of convertibles and covered vehicles. Residents owning motorcycles may request that space be designated specifically for motorcycles in the off-street parking lot they use, provided space available. Motorcycles parked in spaces marked as such do not need a parking decal.

TEMPORARY permits may be obtained for a replacement vehicle with proof that the specific vehicle with an assigned permit has been removed from the property for repair. Temporary permits are valid through the date specified on the permit or

until the vehicle to which the permanent permit is assigned is returned to service, whichever is sooner. Vehicles displaying an expired temporary permit are subject to towing.

Residents may replace lost or stolen permits upon presentation of a signed statement that explains the necessity for the replacement permit. Vehicles displaying permits that have been reported as being lost or stolen are subject to towing.

The following types of vehicles are prohibited in all off-street parking lots: abandoned, stored, junked, immovable or other like vehicles; any vehicles that do not clearly display current license tags, county or city sticker, inspection sticker and/or Fairlington Villages parking decal. Commercial vehicles, trailers, house trailers, campers, camp trucks, trucks, and boats are also prohibited. No vehicle may exceed the size of the designated parking space or impede reasonable access to the adjacent vehicle or impede access to pedestrian walkways, fire lanes, or entrances and exits of parking lots. The Board of Directors or management may direct the towing of any vehicle that violates this paragraph upon 10 days' notice to the owner of the vehicle.

Vehicles parking in "ORANGE ONLY" off-street parking lots must display a current orange parking permit. Vehicles displaying a green permit are in violation of any of the provisions of the PARKING POLICY and are subject to removal by towing without warning. The following Fairlington Villages off-street parking lots have been designated "Orange Only."

- # 59 3046-3058 S. Abingdon Street
- # 58 3066-3082 S. Abingdon Street
- # 56 3061-3077 S. Abingdon Street
- # 45 2826-2838 S. Buchanan Street
- # 16 2826-2832 S. Buchanan Street
- # 6 2850-2888 S. Buchanan Street
- #34 4826-4832 S. 29th Street
- #48 4811-4819 S. 30th Street
- #57 4601-4619 S. 30th Road
- #19 4715-4717 S. 31st Street

The designation of a Fairlington Villages parking lot as “Orange Only” is subject to change. Residents may request that a Fairlington Villages off-street parking lot be designated as “Orange Only” or that an “Orange Only” designation for a specific Fairlington Villages parking lot be removed. Initiation of the process to have a parking lot designated “Orange Only” or to remove such designation requires the submission to the Board of Directors of a petition signed by at least twenty-five (25) residents that are regularly affected by the use of the parking lot. The petition must indicate the desire to have the designation of the parking lot changed. The Board of Directors reserves the right to exercise its governing powers in designating or removing such designation.

Vehicles in parking lots without appropriate permit may be towed upon a resident’s complaint. The complaint must be made to the patrol service during its hours of operation, or to management during office hours, and must include the vehicle’s location, make and tag number. If a parking enforcement agent confirms the allegation, he/she will initiate towing. Additionally, the agent shall inspect all other vehicles in that lot and initiate towing of violations.

The patrol service/management are directed to tow cars that are in “No Parking” zones without receipt of a complaint.

## PATIO TREE REMOVAL

The maintenance and removal of any tree existing in an enclosed patio or backyard prior to conversion is the responsibility of the Association.

The maintenance and removal of any tree in an enclosed patio or backyard that was planted, or is a “volunteer”, after the conversion is the responsibility of the homeowner.

## PLANTS AND PLANTING BEDS

The Association is responsible for the care and maintenance of all plants in common areas, as well as some trees in patios if they predate condominium conversion. With certain restrictions, residents may modify the planting beds in common grounds around their units, and may establish new beds. Interested residents should first contact the Buildings & Grounds Committee and fill out a grounds modification request available from the office.

### PLANTING BEDS

The Association maintains the beds around the foundations of buildings, but residents may help improve these beds.

Residents may:

- Plant flowers (annuals) in these beds.
- Maintain planting beds by watering, weeding, and pruning. Residents may sign an agreement, available from the office, that they will maintain a particular bed. A red reflector, supplied by the office, notifies landscape contractors to defer to a resident maintaining the bed. Red reflectors are issued from spring until late autumn, when the Association resumes responsibility for the winter months.
- Create a bed outside their patio fence, up to 2½ feet wide, without specific approval, but plantings other than flowers (annuals) must be approved by the Buildings & Grounds Committee.

Any other modification to the common areas requires approval of the Building & Grounds Committee — for example, moving or planting a perennial. Creation of a new bed also requires Board approval.

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## PERMANENT PLANTINGS

A shrub or tree must be of similar height and pattern to existing plants. Permanent plants become the property of the Association, and residents may not remove them without an approved grounds modification request.

## APPROVED PLANTS

Below are listed the various plants—shrubs, groundcovers, perennials and trees—residents may install in existing beds in the front or side of buildings and outside patio fences. The “similar height and pattern” noted above should always be considered when selecting new plants. Residents must obtain approval of the Buildings & Grounds Committee before installing plants in existing beds. Residents may install approved plants within their patios without any approval. Residents may grow vegetables only within their fences.

### Shrubs

Abelia	Lilac
Acuba	Nandina
Azalea	Pampas Grass
Barberry	Photinia
Bayberry	Mugo Pine
Boxwood	Pyracantha
Euonymus	Rhododendron
Forsythia	Rose of Sharon
Holly Dwarf	Sarcocca
<i>Burford</i>	Skimmia
<i>Compacta</i>	Spirea
<i>Blue Princess</i>	Viburnum
<i>Dragon Lady</i>	Witch Hazel
Hydrangea	Yew
Junipers	Yuca
Laurel	

### Ground Covers

Ajuga	Periwinkle
Liriope	Winter Creeper
Mondo Grass	Pachysandra

## Perennials

Astilbe	Hosta
Plumbago	Lavender
Lily-of-the-Valley	Peony
Moonbeam	Rudbeckia
Cone Flower	Salvia
Daylily	Sedum
Heuchera	

## Trees

Cockspur Hawthorn
Washington Hawthorn
Modesto Ash
Golden-Rain Tree
Crape Myrtle
Saucer Magnolia
Star Magnolia
Japanese Flowering Crabapple
Katherine Crabapple
Sargent Crabapple
Yoshino Cherry
Florida Dogwood
Red Florida Dogwood
Kousa Dogwood
Japanese Maple
Paper Bark Maple
Serviceberry
White Fringe Tree
Japanese Tree Lilac
Hollywood Juniper
Skyrocket Juniper
Wichita Blue Juniper

## SIGN VARIANCE

### SECTION 1

A. **Prohibition.** No unit owner or tenant (or employee, agent, or licensee thereof) shall erect or maintain any sign in, from, or about any unit (including in the window of any unit) or any common element or limited common element except for certain realty signs posted in accordance with Section 2.

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

## SECTION 2: PERMISSIBLE REAL ESTATE SIGNS

**A. Standards for Permissible Realty Signs.** The Board of Directors hereby grants a blanket variance to permit a unit owner to post one sign at the unit, or authorize a real estate broker (with whom the property is currently listed) to do so; any sign shall be:

1. Located in a mulch-bedded area in front of the unit, in the half of that area located closest to the front door of the unit or building containing the unit
2. In the case of end units with side windows facing the street, in a mulch-bedded area on the side of the units and in the case of units at the far end of courts between the sidewalk and curb within ten feet of the driveway, in a mulch-bedded area if present.
3. Not to be located to intrude into a lawn.
4. No larger in surface area than 900 square inches, neither dimension greater than 40 inches, no higher to the top of the sign than 46 inches from the ground or 46 inches from the top of the sidewalk adjacent to the unit.
5. Removed within 48 hours after the sale or rental contract is accepted, unless that contract specifically allows the unit to continue to be shown.

**B. Clarification.** Section 2 (1) shall not be construed to allow: (1) more than one sign advertising a unit for sale or lease; (2) any sign (including directional signs) on any lawn or curb; (3) any sign affixed to any building; (4) any sign not directly in support of selling or leasing a unit (including “sold,” or “leased,” signs); or (5) any commercial sign (other than permitted realty sign), of any character, anywhere in Fairlington.

**C. Removal and Retention After Notice.** The Board of Directors declares the posting of a sign, not in compliance with this variance, to be trespass. Accordingly,

1. The management agent shall promptly remove the sign(s) and shall promptly notify the owner of the sign and/or the owner of the unit of the violation in writing (enclosing a copy of this variance) that the sign may be claimed at the Management Office. This notice shall be sent certified and shall advise the owner of the sign that the sign will be discarded if not claimed within 30 days.
2. After the sign has been held for 30 days it shall be discarded.

## SECTION 3

For purposes of this policy, decals that do not exceed 4” x 6” in size and that fit into one of the following categories: (1) home security systems; (2) “save my pets”; (3) “save my children” are not considered signs.

## TRASH ENFORCEMENT

### TRASH

Regular trash will be collected by the contractor every day except Sunday and certain holidays. It must be placed on front porches or curbside only between the hours of 6:00 a.m. and 9:00 a.m., Monday through Saturday.

# APPENDIX

Trash must not be placed out on the following federal holidays: New Year's Day, Thanksgiving Day, and Christmas Day.

The contractor will pick up trash and debris that result from normal household and maintenance activities. Residents also may discard bundles of tree branches that weigh no more than 20 pounds and run no longer than 2½ feet.

Trash must be properly wrapped (i.e., sturdy plastic trash bags, etc.) and tied in such a manner that it is not protruding from its container.

Household trash must not be put in the small trash receptacles placed in various locations throughout the community on common property; these are for pet waste.

Items too large to be accommodated by a collection compactor truck\*, such as discarded furniture, appliances, and all other such items, are to be placed at curbside for pickup on Thursdays. These items must be placed out between the hours of 3:00 p.m. on Wednesday and 9:00 a.m. on Thursday. When this time frame is not convenient, contact management for instructions on disposing of large items.

Large trash items resulting from move-outs/move-ins must comply with the policy stated above for large items.

Evergreen trees utilized for decorative purposes during the holidays should be placed at curbside on regular collection days, preferably in large plastic bags.

## RECYCLING

The following items are recyclable:

- Newspapers – must be in paper bags or tied with twine only. Do not put them in plastic bags. Glossy inserts are also acceptable.
- Aluminum and bi-metal (tin) cans – it is not necessary to remove the labels.
- Glass – only brown, green, and clear glass is acceptable.
- Cardboard – completely break down and flatten the cardboard.
- Plastics – only plastics with the numbers 1, 2, and 3 printed in a small triangle (generally located at the bottom of the plastics) are acceptable.

Recycling bins, marked Mixed Glass, Plastics, and Aluminum, are placed in various locations throughout the community. The contractor will place the recycling bins out between the hours of 3:00 p.m. Tuesday and 6:00 a.m. Wednesday. The contractor will collect them after the Wednesday trash pick-up. Newspaper and cardboard should be placed next to the recycling bins.

Bags used for carrying recycling materials (e.g., grocery store bags) should be placed with the regular trash for pick-up, not with the recycling materials unless they are marked as recyclable. Some bags are recyclable and may be placed in the bin for plastics. See the information above about recyclable plastics.

\* The Board has determined that "Items too large to be accommodated by a collection compactor truck" shall be considered "bulk trash" which is defined as: "Trash and debris generated through the normal occupancy of the unit and the occasional replacement of an appliance or a limited amount of construction debris (i.e., kitchen sink or bathroom cabinet) generated by the resident as a result of the normal maintenance of the unit. Bulk Trash does not include any debris generated by an outside contractor or debris generated as a result of the renovation or remodeling of a unit or its backyard, patio or deck; including, but not limited to such items as appliances, fixtures, carpet, building materials and other such items that are a direct or indirect result of any such work, whether generated by a contractor or the homeowner."

## HAZARDOUS WASTES

Hazardous wastes or toxic products are not acceptable for trash disposal or recycling. Examples include:

- Corrosive (e.g., drain cleaners)
- Flammables (e.g., gasoline, paint thinners, varnish, stain, solvents)
- Reactives (e.g., calcium carbide, lithium)
- Toxics (e.g., antifreeze, pesticides, insecticides, weed killers)
- Oxidizers (e.g., hydrogen peroxide, bleach)

Arlington County residents can dispose of many hazardous/toxic wastes at the Arlington County Water Pollution Control Plant at 3402 South Glebe Road, Operations Control Building, Room 107. Call (703) 358-6832 for information on drop off times or to schedule an appointment. Call (703) 358-INFO for additional information.

The county accepts:

- Flammables
- Garden chemicals
- Auto products
- Other miscellaneous materials, such as mercury, acids, auto and household batteries, etc. (household batteries may also be dropped off at local fire stations)
- Motor oil
- Paint

On behalf of the Unit Owners Association, the Board of Directors shall notify the Unit Owner alleged to be in Violation of this policy at least

fourteen days in advance of any hearing to determine a violation. The notice shall include the date of the hearing, the policy provision violated, and the assessment to be imposed. This notice shall be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such owner at the address which the unit Owner designated in writing and filed with the Secretary of the Board, or, if no such address is designated, at the address of the Unit of such Unit Owner.

The assessment shall not exceed fifty dollars for a single offense, or ten dollars per diem for any offense of a continuing nature, and shall be treated as an assessment against the unit owner's condominium unit for the purpose of Va. Code § 55-79.84. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to such unit owner within three days of the hearing.

The assessment must be paid within 15 calendar days of notification or a \$25.00 late fee will be assessed.

If a deadline falls on a Saturday, Sunday or Federal holiday, the effective date will be the next business day.

## WINDOW REPLACEMENT

As outlined in the Chart of Maintenance Responsibilities (dated February 19, 2002), all unit windows and window openings (excluding sidelights which are part of the door system) are the responsibility of the homeowner. The Association reserves the right to correct or replace any new windows that have been improperly installed or do not meet the approved specifications at the unit owner's expense. Homeowners are responsible for repairs to all rotten wood, removal and replacement of caulking, and replacement of capping. The unit owner is responsible for all damages to the unit and/or common elements resulting from improper installation. Installation will be performed by a

# APPENDIX

licensed professional contractor. The following are the Association requirements for replacement of windows in residential units.

- Window frames, grids and capping will be white
- The window opening may not be adjusted inward by any devices to allow the use of standard sized windows
- Glass will be clear on all windows; white or colored glass will not be permitted
- Windows will have grids with a minimum width of 7/16" and a maximum width of 3/4"
- Windows will be 1H2V (one horizontal; 2 vertical) which equates to six over six
- Capping around windows must be PVC textured aluminum coil or vinyl. (Homeowners are encouraged to have their contractor install the window capping in such a manner as to provide a "reveal edge" or a "recessed edge" between the capping and the brick. This will allow for the installation of a proper caulking joint.)

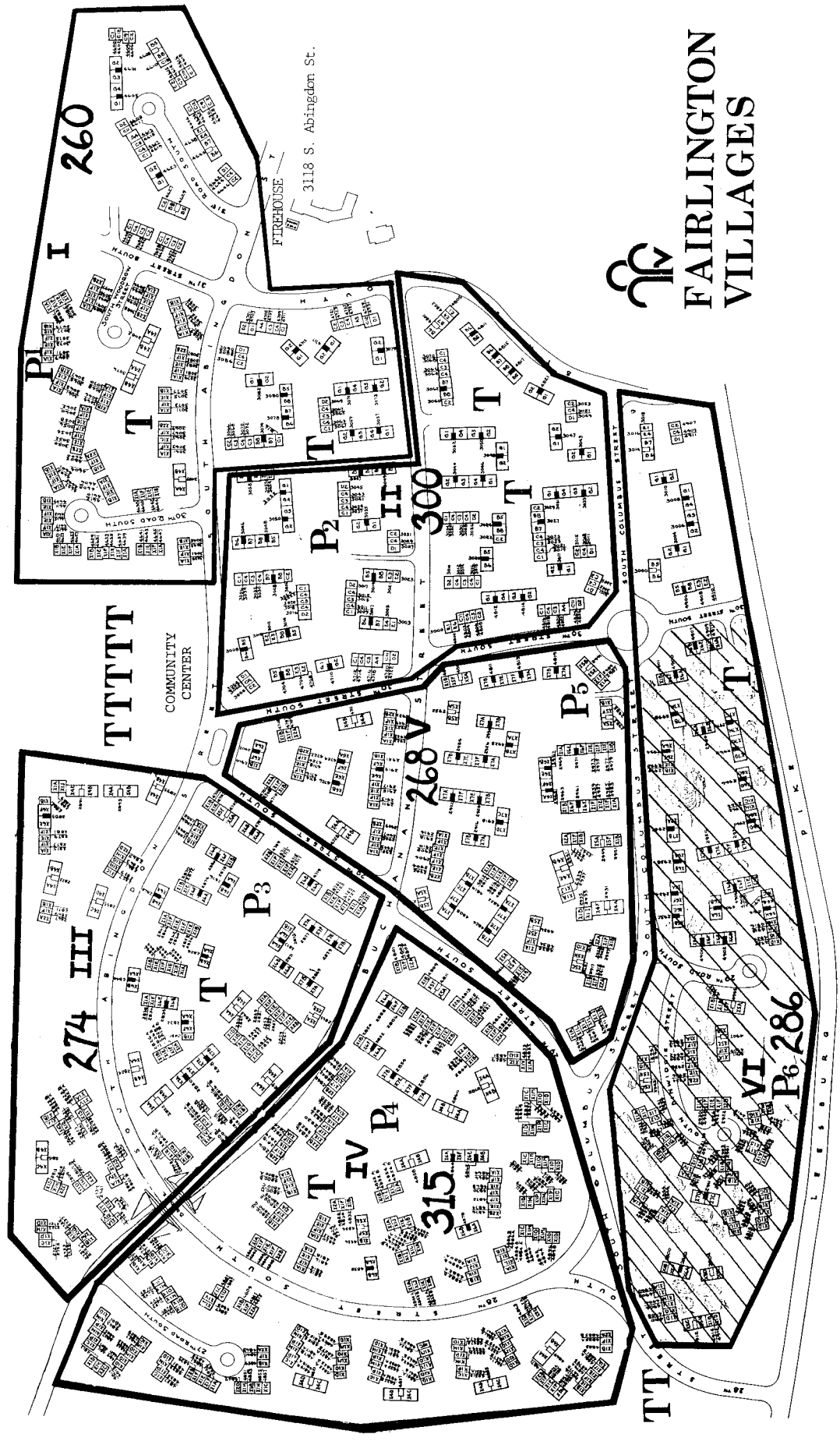
Three styles of basement windows are permitted for installation:


- Slider Windows. Two light; one fixed and one operating sash (single vent style) or two operating sashes
- Awning Windows. Top hinged to swing out horizontally from the bottom
- Hopper Windows. Bottom hinged to swing in horizontally from the top

Storm windows shall have clear, translucent glass, and frames will be white, made of aluminum or vinyl.

Screens shall have white frames made of aluminum or vinyl.

# FAIRLINGTON VILLAGES



**P** = POOL  
**T** = TENNIS COURT  
 = CITY OF ALEXANDRIA  
 ROMAN NUMERALS = WARD NUMBERS  
 ARABIC NUMBERS = NUMBER OF UNITS PER WARD