

# **Colonial Village I**

Resident Handbook

2019 Edition



**Website: [www.colonialvillages.org](http://www.colonialvillages.org)**

# Colonial Village I Condominium

Resident Handbook

2019 Edition

Colonial Village I Management Office

Professionally managed by Legum and Norman, Inc.

1903 N. Key Blvd. (side entrance)

Arlington, VA 22201

## Office Hours:

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

8:30 am to 7:00 pm - Tuesdays

8:30 am to 1:00 pm - Fridays

Office Hours are subject to change.

Office: 703-525-5557

Fax: 703-525-5558

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

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

Website: [www.colonialvillages.org](http://www.colonialvillages.org)

# Colonial Village I Resident Handbook

## Table of Contents

Foreword: The Association Regulations and You .....	v
A Special Note to Landlords .....	vi
Useful Phone Numbers	
Move-In.....	1
Other Helpful Numbers.....	2
Emergency Numbers.....	2
Summary of CVI Rules and Policies .....	3
A. Appliances and Carpeting .....	3
B. Barbecuing .....	3
C. Bicycles.....	4
D. Car Washing and Maintenance .....	4
E. Enforcement.....	5
F. Extended Absences .....	5
G. Garbage Disposals and Compost .....	5
H. Gardening.....	6
I. Governance .....	6
J. Hallways .....	6
K. Insect Extermination .....	6
L. Insurance and Liability .....	6
M. Landlords and Tenants .....	6
N. Laundry Rooms.....	7
O. Lockouts.....	8
P. Managing Agent.....	8

Q. Meeting Room Use .....	8
R. Moving-In .....	8
S. Noise .....	9
T. Notices .....	9
U. Package Pickup and ‘Front Desk’ Services .....	10
V. Parking Lot.....	10
W. Personal Security .....	11
X. Pets.....	11
Y. Repairs and Renovations.....	12
Z. Smoking .....	13
AA. Soliciting .....	13
BB. Storage .....	14
CC. Trash and Recycling .....	14
DD. Wildlife .....	15
EE. Windows .....	16
Appendix A – Parking Regulations .....	17
Appendix B – Due Process and Complaint Procedures.....	20
Appendix C – Package Retrieval at Management Office .....	33
Appendix D – Disposal of Bulk Trash, Hazardous Materials and Construction Debris .....	35
Appendix E – CVI Bylaws, Article XI: Use Restrictions on Units and Common Elements	37
Appendix F – Chart of Maintenance Responsibilities .....	41
Appendix G – Smoking Regulations .....	44
Appendix H – Exterior Door Locks Policy & Procedures.....	48
Appendix I – Bike Racks and Mandatory Bike Registration.....	51
Appendix J – Compost Service.....	52
Appendix K – Map of Colonial Village I .....	53

## Foreword: The Association Regulations and You

This Resident Handbook is intended to give unit owners and tenants a handy overview of the rules that govern The Unit Owners Association of Colonial Village I (the “**Association**”). By making the rules clear and accessible, we hope to eliminate misunderstandings and ensure that our community remains a pleasant place to live.

The contents of this Resident Handbook constitute rules and regulations of the Association, as approved and adopted by the Association’s Board of Directors (the “**Board**”) pursuant to its authority set forth in Article III, Section 2(f) of the Bylaws of The Unit Owners Association of Colonial Village (Village I), a Condominium (the “**Bylaws**”). Such rules and regulations are enforceable pursuant to Article III, Section 2(i) and Article X, Sections 1(a), (c), (f) and (g) of the Bylaws, and pursuant to Va. Code Section 55-79.80:2 (Assessment of charges for violations, etc.).

While we have attempted to summarize the rules that apply to most situations, this Handbook is not a substitute for and does not replace the formal legal documents that govern the Association, including the Declarations, Bylaws and Board Resolutions (collectively, the “**Covenants**”).

Every owner is responsible for reading the governing documents of the Association that they received in the resale disclosure package prior to purchasing their unit. Every owner is deemed to have accepted and agreed to abide by the governing documents of the Association. If enforcement action is required, ignorance of the rules is not a valid defense.

This Resident Handbook is also included in the resale disclosure package and is available on the Association’s website, [www.colonialvillages.org](http://www.colonialvillages.org). Landlords are required to provide new tenants with a hard copy or electronic version of this Handbook, and to submit to the Management Office a Landlord/Tenant Certification Form and a copy of the executed lease agreement, promptly upon the execution of a lease for their unit. Kindly contact the Management Office with questions at (703) 525-5557.

### *A Special Note to Landlords*

Because of the dual nature of a condominium — privately owned units with limited common services — it is important for unit owners to understand their responsibilities as landlords. *You Run a Business* and, by choosing to rent out your unit, you should be aware that you are entirely responsible for managing all issues related to your tenant and your unit. The Association's Management Office has no responsibility for managing your business relationship with your tenant, overseeing your tenant's behavior or communicating with your tenant. The Association's responsibility is to owners only. The following are some tips to help you ensure effective management of your property.

1. *Duty to Communicate with Your Tenant* — On occasion, important information will be mailed to you which may also be relevant to your tenant. It is your responsibility to convey this information to your tenant. If you fail to do so, and your tenant experiences difficulties as a result, you are responsible for resolving such issues with your tenant.
2. *Responsibility for Tenant Behavior* — You are responsible for the behavior of your tenant(s). If your tenant violates Association regulations, you — not the tenant — will be served with a notice to comply, and you will be subject to any penalties associated with the violation(s). It is important that your tenant clearly understands Association regulations because you will be held accountable for their behavior.
3. *Tenant Complaints* — If your tenant has a complaint, he or she must inform you when notifying the Management Office, especially for any emergencies, such as water leaks originating outside of your unit.
4. *Tenant Damage* — Damage caused by your tenant is your responsibility. If damage occurs as a result of an accident or negligence on behalf of your tenant, resulting damages to your unit, or to the common elements or to another unit, is your financial responsibility, not your tenant's. You may seek to recover the cost of damages or repairs from your tenant; however, you will be held accountable.
5. *Payment of Fees* — While Management will accept payment for any fees assessed for services (mailbox or key fobs) from tenants, it is your responsibility, not your tenant's, to ensure payment is made timely. If any fee remains unpaid, it will be assessed to your account, even if you asked your tenant to pay it.
6. *Tenant Keys and Key Fobs* — Management does not convey unit door keys, fobs for common area access or padlock keys for your assigned storage bin. You are responsible for recovering all keys and fobs from previous tenants and providing them to new tenants for access to building entrances, laundry, storage and trash rooms. New tenant information must be updated on the fob applications you provided to the Management Office.
7. *Contact Information* - Inevitably, urgent situations arise that require your attention while you are away. For this reason, the Association **requires** absentee landlords to maintain up-to-date contact information so that Management can respond to emergencies efficiently. Please submit

updates for your email address, mailing address and phone numbers in writing or by email to the Management Agent. If an owner is not accessible or cannot easily respond to communications, the Association strongly urges the landlord to appoint a local agent to handle affairs of the unit.

The Association is dedicated to ensuring the peaceful occupancy of every unit. Your cooperation is essential to that effort.

## USEFUL PHONE NUMBERS

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

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

**Cable Television, Internet & Telephone:** Comcast/Xfinity of Arlington – (866) 928-9135, [www.xfinity.com](http://www.xfinity.com); Verizon FIOS – (800) 837-4966, <https://fios.verizon.com>. Cable installation must employ existing cable access boxes; installation directly through windows or exterior walls is not allowed. Satellite dishes are not permitted in Colonial Village.

**Electricity:** Dominion Energy - (866) 366-4357 (TTY 1-800-291-7745), [www.dominionenergy.com](http://www.dominionenergy.com).

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

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

**Pet Licenses:** Dogs must be vaccinated against rabies and licensed with the County; (703) 228-3080. One pet per unit is permitted.

**Schools:** Visit the Arlington County Schools Website <http://www.arlington.k12.va.us> or call (703) 228-6005.

**Vehicle Registration (State):** Must register within 30 days of becoming a Virginia resident. Registration services are offered at the DMV Select office in Courthouse Plaza. For complete details visit: <http://www.dmv.state.va.us/webdoc/citizen/vehicles/vehiclereg.asp> or call (804) 497-7100 (TTY 1-800-272-9268).

**Vehicle Registration (County):** Must register within 30 days of becoming an Arlington County resident. If a new Virginia resident, register with the state first. Fill out the online form at: <http://www.arlingtonva.us/Departments/CommissionerOfRevenue/CommissionerOfRevenueVTRegistrationForms.aspx> or bring your state registration papers to the Office of the Commissioner of Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, VA. For more information, call (703) 228-3033.

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

## **Other Helpful Numbers**

### **Arlington County**

- Animal Welfare: (703) 931-9241
- Arlington Alert (emergency info alerts): (703) 228-3314
- General Utility and Environmental Inquiries/Services: (703) 228-3575 /3576
- Hazardous waste disposal: (703) 228-6832
- Parks and Recreation info: (703) 228-7529
- Potholes reporting: (703) 228-6570
- Street light outages: (703) 228-6570

## **Emergency Numbers**

Police/Fire/Ambulance (Arlington Co.) - *Emergency:* 911  
*Non-emergency:* (703) 558-2222  
Police – Commonwealth of Virginia: (703) 845-6300

Animal Welfare League of Arlington – *complaints, animal control, reporting injured or abused animals:* (703) 931-9241

Colonial Village I - *CVI Office/Emergency After-Hours:* (703) 525-5557

Dominion Energy – *power outages:* (866) DOMHELP  
(866) 366-4357

National Response Center - *chemical/oil spill, terrorism:* (800) 424-8802

Phone – Verizon - *service/repair:* (800) 837-4966

Poison Control: (800) 222-1222

Sheffries Laundry - *washer/dryer repair service:* (301) 565-4940

Towing – *Advanced Towing (patrols parking lot):* (703) 525-0550

Washington Gas – *gas leak:* (703) 750-1400

Water Control Center – *Regular & Emergency After-Hours:* (703) 228-6555

## Summary of CVI Rules and Policies

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

### A. **Appliances and Carpeting**

- *Appliances* – Appliances (except for garbage disposals) may not be replaced without notice and approval by the Board of Directors. The Board may require the removal of non-approved appliances at owner expense. Any damage caused to the common areas by such appliances, including, but not limited to, their installation and removal, will be charged to the owner. All appliance installations must meet Arlington codes. It should be noted that installation of over-the-range microwaves typically requires the addition of a separate electrical line, which requires an Arlington County electrical permit. Unit owners should also be aware that there are no external vents. Microwaves and stoves should have self-circulating vents.
- *Clothes Washers and Dryers* – In-unit clothes washers and dryers, including high-efficiency units, are not permitted due to the limitations of building plumbing and electrical systems.
- *Window Fans and Air Conditioners* – No vents, ducts, fans, air conditioners or appliances of any description may be installed in windows.
- *Carpeting* – At least 80 percent of the floor space (excluding kitchens, closets and bathrooms) in each unit that is above another unit must be covered by carpet and padding to adequately prevent the transmission of sound.

### B. **Barbecuing**

- *Barbecuing Safety* – If barbecuing on the lawn, please place a dish or aluminum foil under the barbecue grill to protect the grass from the heat. Do *not* dump the coals or ash on the grass or under a tree as this could kill the plants. Do *not* put warm or hot coals in the trashcans. Ensure the coals are “dead out” before putting them in trashcans. No barbecuing is permitted within 15 feet of any building. Grills with live coals may not be left unattended; however, grills may be left overnight to ensure that coals are extinguished. GRILLS MUST BE REMOVED THE FOLLOWING MORNING BY 8:00 AM OR THEY WILL BE REMOVED BY MANAGEMENT.
- *Liability* -- Any damage resulting from barbecuing or disposal of coals will be the responsibility of the individuals involved.

### **C. Bicycles**

- *Bicycle Racks* – It is mandatory that bicycles be registered with Arlington County and display the proper permit before storing in the Association's bicycle racks (see Appendix I). Communal bike racks are located in designated common areas. Bicycles stored in hallways, attached to trees or stair rails, or placed in other common areas will be removed without notice. It is highly recommended that U-type locks be used to secure bikes to the racks. For bicycle registration, visit <https://police.arlingtonva.us/bicycle-registration-form/> or call (703) 228-4057.

### **D. Car Washing and Maintenance**

- The washing of cars in driveways or parking areas or on any part of the property is prohibited. The Association's hoses may not be used for car washing. Car maintenance, particularly oil or other fluid changes, is also prohibited.

### **E. Enforcement**

- *Due Process (Complaints)* – Residents are encouraged to work with the Management Office and follow the Association's Due Process Procedures to resolve concerns between neighbors. If the concern relates to another resident's behavior and cannot be resolved by Management, formal complaints may be addressed to the Board (see Appendix B). The Board may also initiate a formal complaint.

- *Appeal* — Unit owners who believe that the Association violated legal requirements (Virginia statutes or regulations) in rendering an adverse decision may file a "Notice of Adverse Decision" with the Commonwealth of Virginia Common Interest Community Ombudsman at: [www.dpor.virginia.gov/CIC-Ombudsman](http://www.dpor.virginia.gov/CIC-Ombudsman) or call 1-804-367-2941; or e-mail to: [CICombudsman@dpor.virginia.gov](mailto:CICombudsman@dpor.virginia.gov).

- *Failure to Pay* – Failure to pay Association assessments and any violation charges, late fees or others costs or fees that have been legally assessed against a unit account will result in the initiation of collection action as set forth in the Association's Covenants and Bylaws.

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

### **F. Extended Absences**

- *Preparing for Extended Resident Absences* – Residents who expect to be away for extended periods are encouraged to notify Management and to have a trusted friend, relative or agent operating on their behalf periodically check on their unit and vehicle. Unanticipated events may occur during such absences, including plumbing leaks, utility shut-offs, parking lot repairs and parking restrictions on the public roads.

## **G. Garbage Disposals and Compost**

- *Appropriate Use of Garbage Disposals* – A major cause of drain and sewer backups is attributed to the improper use of garbage disposals. Please avoid putting the following items down the drain or in the garbage disposal: fats, oily foods, grease, fibrous vegetables (such as celery, banana peels, onion skins, potato peelings) or starchy foods (especially rice and pastas). Use a paper towel to wipe off grease before washing dishes and pans. Pour fats, oil and grease into an empty metal can and allow to cool and solidify before disposing in the trash. Always use plenty of cold water when running the disposal. Cold water solidifies greasy leftovers so the disposal can chop it up and allow it to flush safely through the lines. In contrast, hot water keeps greasy liquid hot until it hits the drain lines, where it solidifies and coats the inside of the pipes.
- *Compost* – The Association provides compost pickup service in 3 trash rooms for use by residents. Compost bins – the 14-gallon green bins with the recycling symbol on the front - are conveniently located in the trash rooms in the following buildings: 1801 Key, 1902 N. Rhodes, and 1905/1909 N. Rhodes. Composting food scraps provides multiple benefits to our community such as minimizing the amount of waste placed in garbage disposals and trash cans, minimizing lingering food odors and creating compost solutions. Composting is good for our community and good for the environment. If you would like to compost your kitchen scraps, but you do not have access to one of these trash rooms, please contact the Management Office. See Appendix J for a list of what items can be composted.

## **H. Gardening**

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

## **I. Governance**

- *CVI Board of Directors* – The Association is governed by a seven-member, elected Board of Directors serving staggered three-year terms. The election for board members is held at the annual meeting in October.
- *Monthly Meetings* – The Board of Directors meets monthly, usually the fourth Wednesday of the month at 7 pm, in the meeting room located at 2021 N. Key Blvd. The meeting agenda is posted in hallways and emailed approximately a week in advance. Meetings are open for any resident to attend; and residents are welcomed to present concerns during “Residents Forum” at the start of every meeting.

## **J. Hallways**

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

## **K. Insect Extermination**

- *Extermination Service* – The Association contracts with an extermination service to provide free services twice monthly. Residents should contact the Management Office to be placed on the list for services for the next scheduled visit. If a resident cannot be present, keys may be left with Management to allow the exterminator access to the unit. Residents seeking immediate extermination service may contact any licensed exterminator and arrange for such service at their own expense.

## **L. Insurance and Liability**

- *No Bailee Liability* – The Association bears no liability for the security or safety of items in storage rooms, bicycle racks, parking lots or other common elements of the condominium. Homeowner insurance and renter insurance typically cover loss or damage to such items. Residents are strongly encouraged to obtain appropriate insurance.

- *Unit Damage* – The Association has a master insurance policy that provides property casualty coverage for the condominium project. The policy covers original unit components (such as carpet and cabinets) and “like-kind” replacements. Coverage is subject to a \$5,000 deductible, which may be the responsibility of the unit owner. The Association’s policy does not cover personal property (*e.g.* furniture, clothing, rugs, wall hangings, window treatments), or betterments and improvements that unit owners may have made to their units (*e.g.*, upgraded cabinetry, hardwood flooring), personal liability or additional expenses, such as the costs of temporary displacement. Homeowner (HO-6) and renter insurance (HO-4) policies typically cover loss or damage to such property, and unit owners and renters are strongly urged to obtain such insurance. To place a claim against the Association’s master policy, you must submit an incident report to the Management Office. For more details, see the “Liability for Deductible on Damage Insurance Claims” regulation. This regulation, as well as an incident report form and a summary of the Association’s policy, are available at [www.colonialvillages.org](http://www.colonialvillages.org).

- *Duty to Notify* – If a unit owner discovers a water leak or other common-system failure that threatens his or her unit, the unit owner should promptly notify the Management Office to allow the Association to take steps to mitigate the damage. Owners should notify neighbors and promptly report leaks between units. If a leak or other failure results from a unit element and not a common element failure, the unit owner is responsible to mitigate the damage to all areas affected by such leak or other failure.

## **M. Landlords and Tenants**

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

- *Subleases* – If a landlord permits subleases, the sublease term must run for at least six months.

Subleases are subject to the same Association rules as leases.

- *Submission of Lease to Office* – All leases must be in written form and a copy of the executed lease or sublease must be provided to the Management Office no later than 30 days after move-in.
- *Landlord Responsibility for Tenants* – If a tenant engages in unacceptable behavior (such as excessive noise or damage to common property), the Association will hold the landlord responsible and may require the landlord to cease and/or correct the objectionable behavior.
- *Resident Handbook Certification* – Landlords must provide new tenants with the Resident Handbook and must submit to Management a Tenant Certification form confirming tenant's receipt of the same. The Resident Handbook is available on the Association's website, [www.colonialvillages.org](http://www.colonialvillages.org).
- *Landlord's Address* – Landlords must keep the Association apprised of their current address or that of an agent operating on their behalf, and must notify the Management Office of any changes to such address.
- *Maintenance of Heating/Air Conditioning Systems* – Unit owners are responsible for maintaining their own heating/air conditioning systems, including the condenser located outside the building. It is recommended that unit owners contract with a qualified company for regular servicing of their systems (at least annually) and change their air filters at least once every three months. The CVI Engineer does not perform repairs or other service on heating/air conditioning systems.

## **N. Laundry Room**

- Communal laundry rooms are located in the basement of the following buildings: 2015 Key (side entrance), 1911 Key, 1801 Key, 1902 N. Rhodes and 1905/1909 N. Rhodes. Doors to the laundry rooms are locked. Residents must use their key fob to access these laundry rooms.
- A payment card is required to use the laundry machines. These cards can be purchased from the vending machine located in each laundry rooms.
- *Use of Washers and Dryers* – Please follow instructions for the use of washers and dryers. Please do not overload the machines or wash inappropriate items, and please clean the lint trap in the dryers after use. Residents are asked to promptly remove clothing from machines once the washing or drying cycle is complete, particularly during high-traffic times, such as Sundays.
- *Malfunctioning Machines* – Please report malfunctioning washers and dryers promptly to either the laundry machine vendor or the Management Office. Reporting the problem directly to the vendor speeds up turnaround on repairs. The vendor's contact information is located on each machine. Be sure to cite the machine identification number on the front of the machine. As a courtesy to others, residents are encouraged to put a note on malfunctioning machines.

## **O. Lockouts**

- *Building Lockouts* – Entrance doors are locked evenings from 10:00 pm until 7:00 am. Residents who are locked out because of a key fob malfunction, lock malfunction, or because they do not have their key fob should call (703) 525-5557 after hours for instructions. If a resident has key fob access to the entrance but not the laundry, trash or storage rooms, they should contact the Management Office during normal operating hours for assistance.
- *Apartment Lockouts* – A resident locked out of their unit should contact a professional locksmith. During office hours, residents may use the phone in the Management Office to call a locksmith. The CVI Engineer does not assist with unit lockouts.

## **P. Managing Agent**

- *Managing Agent* – Legum and Norman, an Associa Company, manages the Colonial Village I Condominium Association under the direction of the CVI Board of Directors. The Management Office is located at 1903 N. Key Blvd. (side entrance) where residents are welcomed to visit, make inquiries and submit paperwork. The main door has a drop-box for communications after hours.

## **Q. Meeting Room Use**

- *Meeting Room Rental* - Residents may reserve the meeting room at 2021 Key Blvd. for nonprofit activities at times that do not conflict with official Association activities. The reservation form and regulations for use are available on the Association's website or by request from the Management Office.

## **R. Moving-In**

- *Moving Vans* (moving van permit/reservation) – Parking reservations for street-side loading and unloading must be made with Arlington County's Department of Transportation several days in advance. Visit <https://topics.arlingtonva.us/permits-licenses/transportation-right-way-permit-guide/moving-van-permit/> or call (703) 228-4798 or (703) 228-3629. Moving vans may not be driven or parked on the curbs, sidewalks or lawn and are prohibited from parking in the CVI Parking Lot (on Key Blvd.).
- *Keys & Key Fobs* – The Management Office does not have keys to individual unit doors or storage bins. New residents must receive unit keys and key fobs from the previous unit owner or from the landlord (see Appendix H: Exterior Door Locks Policy & Procedures).
- *Changing Locks* – If you change your locks, the replacement lock-set must be substantially similar in appearance to the existing hardware (brass finish, round door knob, single brass bolt lock located above door knob, brass knocker with engraved unit number, and peephole).

- *Parking in CVI Lot* – You must register your car and display a CVI parking permit on your car in order to park the parking lot at 1903 Key Blvd. Without a valid, permanently affixed CVI parking permit, your vehicle is subject to towing. *Temporary permits are not issued.* You must park elsewhere until you receive a CVI parking permit. New residents are encouraged to visit the Management Office as soon as possible to obtain this permit. The CVI parking lot is for resident parking only; visitor parking is not allowed (see Appendix A: Parking Regulations).

- *Parking on Street* – The parking spaces on the public roads within the Colonial Villages are public and managed by Arlington County. During specified periods, parking on these roads is restricted to Zone 4 residents only. The restrictions applicable to specific streets are indicated on street signs. You must obtain an Arlington County Zone 4 sticker or windshield placard from the Arlington County Treasurer’s Office to park on these streets during the restricted time periods. Registered Zone 4 residents may also obtain temporary visitor parking passes from the County. Possession of an Arlington County Zone 4 sticker does not permit you to park in the CVI parking lot. For information about parking in Arlington, visit <http://www.arlingtonva.us/Departments/EnvironmentalServices/dot/traffic/parking/EnvironmentalServicesParking.aspx>

## **S. Noise**

- *Excessive Noise* – Excessive noise, including, but not limited to, noise from electronic devices, musical instruments or televisions, is not permitted. Musicians should note that playing musical instruments in your unit commonly results in noise complaints, and you may wish to consider alternative rehearsal space. Please be considerate of your neighbors and respectful of noise levels.

## **T. Notices**

- *Distribution of Notices* – The Bylaws specifically state that distribution of notices by hand to unit doorways *or* by first-class mail to the owner’s address constitutes sufficient notice of any pending action. Regulations adopted by the Board and notices of the annual election and approved budgets will be delivered to the owner’s address. Less urgent notices, such as utility shut-offs, may be emailed, distributed directly to unit doorways and/or posted in common areas.

- *Minutes* – Minutes of the Board meetings can be viewed on the Association’s website.

- *Website* – Many Association documents, including rules and regulations, minutes and this Resident Handbook, are available on the Association’s website, [www.colonialvillages.org](http://www.colonialvillages.org).

- *Bulletin Boards* – Bulletin boards in the hallways and laundry rooms are for the official business of the Association. Commercial solicitations (take-out menus, advertisements) are not permitted and are subject to removal by Management.

## **U. Package Pickup and ‘Front Desk’ Services**

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

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

## **V. Parking Lot at 1903 Key Blvd.**

This section of the Resident Handbook is only a summary of the parking regulations. See Appendix A for Parking Regulations.

- *Unreserved Spaces* – The Association’s parking lot has *71 parking spaces available on a first-come, first-serve basis* for all owners and residents who have registered their cars and display a valid CVI-issued permit with a license number matching the license plate of the vehicle. Since there are 212 units in the complex and each unit is entitled to one parking permit, no one is guaranteed a parking space in the lot.

- *Towing* – To ensure the availability of parking spaces for legitimate permit-holders, towing is rigorously enforced. The lot is patrolled by a towing contractor on a 24-hour basis. Vehicles will be towed, *without notice*, for violations of the parking regulations or for failure to display a proper permit. Individuals whose cars are towed should contact Advanced Towing at (703) 241-2211 to retrieve their cars. *The Management Office has no responsibility for towed cars and is not responsible for notifying residents whose cars are towed.*

- *Permits* – Applications for parking permits may be obtained from the Management Office. Unit owners must bring their driver’s license and car registration; tenants must bring these documents along with an executed lease agreement. Permits will not be issued if a unit has an outstanding account balance or if residency cannot be confirmed because a settlement statement or lease is not on file. Only one parking permit will be issued *per unit* at any time, regardless of the number of residents in the unit. Permits are not transferrable from one car to another. If a permit holder wishes to obtain a permit for a new car, the permit holder must surrender the old permit to Management before a new permit can be issued for a new car.

- *No Visitors or Temporary Permits* – Visitors, other than contractors authorized by the Management Office, are not permitted to use the parking lot. No temporary permits will be issued.

## **W. Personal Security**

- *Safety & Security* – Problems relating to personal safety should be reported immediately and directly to the police or fire department. Residents should inform the Management Office of criminal activity or other emergencies after informing the appropriate authorities. The safety and security of our residents is of utmost importance. However, neither the police nor Management can take steps to respond to safety issues if incidents are not reported.

- *Police Patrol* – Arlington County police are authorized to patrol the property.

- *Propping Open Doors* – Please do not prop open secured doors, such as doors to hallways, laundry rooms, storage areas and bike rooms. In addition to undermining the security of persons and property, a propped-open door invites invasion by rodents and insects.

## **X. Pets**

- *Complaints* – Owners who wish to register a complaint regarding pets should use the Complaint Form. See Exhibit A attached to Appendix B. This form can be obtained from the Association's website or by contacting the Management Office.

- *Flower Beds* – Residents are requested to keep pets out of all flower beds and other plantings. Our flowers and ornamental plants are intended for the enjoyment of all residents and are costly to plant and maintain.

- *Leash Law* – Dogs must be accompanied by an adult and leashed or carried at all times when on common property. The Association does not have a dog-park type amenity. A list of county dog parks is located at:

<http://www.arlingtonva.us/departments/ParksRecreation/scripts/dogs/ParksRecreationScriptsDogDeaLocations.aspx>

- *Liability* – Pet owners are deemed to have agreed to hold the Association, the Managing Agent, and all other owners free and harmless from any claim or liability arising out of maintaining their pet on the property of the Colonial Villages.

- *Number of pets* — Only one domesticated pet per unit is permitted.

- *Pet Waste* – Dog and cat owners must pick up their pet's waste, bag it, and put it in an outdoor pet waste station or the "doggie bins" located in the trash rooms. Depositing pet waste temporarily in common areas until it is convenient to take it to the trash room is not permitted.

- *Registration* – Pets must be registered and inoculated according to state and local law and must also be registered with Arlington County. For more information, visit <http://www.arlingtonva.us/departments/Treasurer/TreasurerDogLicensing.aspx>

## **Y. Repairs and Renovations**

- *Plumbing* – If residents observe any leaks or drainage problems that appear to involve common element piping – in particular, any drainage problem involving more than one drain – please contact the Management Office for investigation before calling a private plumber.
- *Shut-off Requests (Water)* – All non-emergency shutoffs must be requested in advance through the Management Office so that affected residents can be notified. Three days' advance notice to residents is required, with exception for emergencies. In the event of an emergency, water may be shut-off without notice.
- *Renovations* – Kitchen and bathroom renovations require advanced approval by Management on behalf of the Board. The only exceptions are minor repairs, improvements or replacement of existing appliances or fixtures (e.g., garbage disposals, vanity). *Owners who fail to get advanced approval for renovations will be in violation of the Association's Bylaws.* The Board may levy an assessment and/or require the improvements be removed and restored at the owner's expense.

*NOTE: Your shut off valve may be old and could fail during a routine plumbing repair which would require you to schedule a water shut off to replace fixtures or perform other plumbing repairs. Therefore, the shut off valve should be tested by a plumber prior to your scheduled work.*

All repair or renovation work performed in any unit must conform to the building codes of Arlington County and the Commonwealth of Virginia. Board approval for any project does not constitute a waiver of any applicable laws governing the work. Any debris associated with repair or renovation work must be removed from the unit and hauled away; no debris may be deposited in CVI trash rooms. Hallways must be kept clean and clear of work equipment. Owners are encouraged to review the "Unit Remodeling, Alterations and Improvements; Installation and Replacement of Appliances" guidelines on the Association's website and contact the Management Office at the start of the planning process to prevent needless delays and mistakes.

- *Mold* – Units were originally constructed without external air vents, and owners are deemed to have accepted this condition when they purchased their units. Replacement of old windows with more tightly constructed modern windows may reduce the external ventilation for units with a consequent rise in ambient humidity and an increased risk of developing mold. By installing new windows, owners are deemed to have accepted this risk. Cracking a window in the bathroom, periodically running the air conditioner or fan, or using a portable dehumidifier are among the strategies that can be employed to reduce humidity. There are no external vents for either bathrooms or kitchens. Piercing walls, ceilings or floors to install such vents is prohibited.

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

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

- *Units in Good Repair* – Under the Bylaws, unit owners are required to keep their units in good repair. Any condition in a unit that threatens or causes damage to common areas or other units must be promptly repaired. Management has the right to inspect repairs to ensure that they have adequately resolved any issues.

- *Running Toilets and Faucets* – Water bills are a shared expense, so toilets or faucets that run continuously constitute a drain on the Association's budget. Owners are required to keep their plumbing in good repair.

- *Broken Windows* – Unit owners must promptly repair broken windows in their units.

## **Z. Smoking**

- *Smoking* – Smoking is discouraged in units and is not permitted in any enclosed common areas nor within 25 feet of any exterior doorway or unit window. Please do not discard cigarette or cigar butts or any other litter on CVI lawns and common areas (see Appendix G: Smoking Regulations).

## **AA. Soliciting**

- *Soliciting* – Solicitation is strictly prohibited and is considered trespassing. Posting of advertisement notices in the hallways or the distribution of flyers to unit doors is not permitted.

## **BB. Storage**

- *Storage Bins* – All units have access to one storage bin in designated basement storage areas. No items, including hazardous materials, may be stored: (a) on top of or in storage area aisles or corridors; (b) in another resident's bin(s) without authorization; or (c) after the resident or owner has vacated their unit. All such items will be discarded without notice. Storage areas are not

climate controlled and all items stored are at the sole risk and responsibility of the owner. The Association is not liable for any private property stored in the storage bins. Bins are assigned by the Management Office. Additional storage bins can be rented for an annual fee, subject to availability. For questions about storage bins, please contact the Management Office.

## **CC. Trash and Recycling**

- *Trash* – Trash rooms are located in the basement of the following buildings: 2015 Key (side entrance), 1911 Key, 1801 Key, 1902 N. Rhodes and 1905/1909 N. Rhodes, and in the mechanical building in front of 1920/1922 N. Rhodes. Doors to the trash rooms are locked. Residents must use their key fobs to access the trash rooms. If a resident employs a house-cleaning service, it is the resident's responsibility to ensure that the house-cleaner has a key fob to access the trash room. Deposit trash bags in the designated trash bins in the trash rooms. The practice of temporarily leaving trash bags in hallways or other common areas until it is convenient to take them to the trash room is strictly prohibited. Place regular trash in sealed bags to minimize odors.

- *Compost* – The Association provides compost pickup service in 3 trash rooms for use by residents. Compost bins – the 14-gallon green bins with the recycling symbol on the front - are conveniently located in the trash rooms in the following buildings: 1801 Key, 1902 N. Rhodes, and 1905/1909 N. Rhodes. Composting food scraps provides multiple benefits to our community such as minimizing the amount of waste placed in garbage disposals and trash cans, minimizing lingering food odors and creating compost solutions. Composting is good for our community and good for the environment. If you would like to compost your kitchen scraps, but you do not have access to one of these trash rooms, please contact the Management Office. See Appendix J for a list of what items can be composted.

- *Recycling & Cardboard Boxes* - The Association and its trash contractor comply with Arlington County's recycling plan. Please help our recycling efforts by depositing only appropriate items (cans, bottles, plastics and mixed paper) in the blue bins marked "Recycling." Mixing garbage in recycling bins undercuts our efforts and increases the Association's waste disposal fees. Recyclables must be rinsed before depositing them in the recycling bins, and boxes must be flattened to avoid taking up a lot of space and preventing access in and through the trash room.

- *Bulk Trash* – Bulk trash is defined as any trash that is NOT food waste and should not be discarded with trash or recyclables. Residents are responsible for properly discarding:

- appliances (stoves, dishwashers, refrigerators, etc.);
- debris from remodeling (kitchen cabinets, shelving, molding, carpeting, etc.);
- bulk furniture/clothing (sofas, tables, bookcases, pillows, shoes, etc.); and
- hazardous materials (paint, thinner, varnish, oil, batteries, computers, etc.).

For convenience, the Association has established a monthly “bulk trash” pick-up that will haul away *household* articles, as follows (for the full regulation, see Appendix D):

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

#### **DD. Wildlife**

- *Birdfeeders* – Installation of bird feeders is prohibited anywhere on the property and are subject to removal by Management without notice.
- *Feeding Birds and Squirrels* – Feeding of birds, squirrels or other wildlife is strongly discouraged. Although the Board recognizes the pleasure birds and squirrels bring to residents, it is an unfortunate fact that much of the seed and other food set out for such animals ends up feeding rats, which are present everywhere in urban areas.

#### **EE. Windows**

- *Replacement Windows* — Owners seeking to replace windows must comply with the Window Replacement Guidelines. Owners must submit an application for replacement to the Management Office; the Guidelines and the application can be found on the Association’s website. Owners may proceed with the window replacement only after the CVI Board approves the application.

Any window replacement conducted without Board approval is a violation of the Association's Bylaws. In the event of an unapproved window replacement, the Board may levy an assessment and/or require the unapproved windows be removed and replaced at the owner's expense.

- *Window Treatments* — Unit windows must be furnished with blinds or interior shutters, white or beige or of natural wood, or curtains which must be white or beige or have a white or beige liner. All window treatments must be maintained in good repair. The window treatments described above are the only items that may be placed at or on windows. Windows may not be obscured by objects including, but not limited to, furniture, paint, paper, foil, cardboard, or books. Placement of small ornamental objects or small plants on interior windowsills is permissible, provided such objects do not obscure more than 10 percent of the window area.

- *Bathtub Windows* – There is a minor design flaw in the originally installed bathtub windows in CVI units. The windowsill is flat tile with standard tile grout. When residents use the shower, water collects on the windowsill and can eventually penetrate the grout and damage the wall, as well as the exterior wall of the building and the bathroom wall of the unit below. An effective way to prevent this problem is to install a vinyl curtain that overlaps the bottom of the windowsill and diverts water away from it. If there is evidence of damage to common areas or other units because of leakage from bathtub walls, the Association will require repair or will require access to the unit to make such repair, at the expense of the unit owner. Remodeling or replacement projects involving the bathtub or wall tile *must* correct this design flaw (see remodeling guidelines on the Association's website).

- *Signs* — No signs of any kind may be displayed in windows on unit doors or placed on bulletin boards.

## **Appendix A**

### **Parking Regulations for Parking Lot at 1903 Key Blvd.**

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

1. Any vehicle owned and/or driven by a Colonial Village I unit owner or tenant that is parked in the lot behind 1903 Key Boulevard must be registered with the Condo Association and display the required parking permit on the rear windshield on the driver's side of the vehicle. (Only in cars without a fixed rear windshield, i.e., Jeeps or convertibles, may the parking permit be affixed to the front windshield on the passenger's side.) Vehicles must be parked in conformity with these regulations and Arlington County law.
2. Each unit is assigned ONE parking permit, which must be affixed to the vehicle being registered to that unit. Parking permits will be issued upon presentation in person of a driver's license and a copy of valid vehicle registration, along with the completed Parking Permit Application to the Management Office located at 1903 N. Key Boulevard. (A settlement statement or current lease must be on file prior to permit issuance.) Permits may not be transferred to third parties.
3. Each permit shows the expiration date of the permit and the license number of the car for which it has been issued. Permits are to be affixed permanently using the adhesive on the front of the permit. Permits affixed with tape or placed on the dashboard or rear deck of a vehicle will be considered in violation of the parking rules and subject to towing. PLEASE remove the old permit before affixing the new one.
4. A parking permit application, a copy of the regulations and an expiration notice are delivered or mailed to each unit in the spring of each year. This is the only renewal reminder that will be provided to unit owners and tenants.
5. It is the responsibility of the permit recipient to note the expiration date printed on the permit. If a permit expires, the vehicle to which it is affixed will become subject to towing immediately. There will be no prior notification of expiration given by CVI beyond the annual distribution of new parking applications and regulations. A new valid application will void the previous permit at that unit address.

6. Visitors may not park in the parking lot behind 1903 N. Key Blvd. Permit holders are responsible for advising visitors or service personnel of the parking regulations. Contractor vehicles that are performing service work in an owner's unit may park in the lot during the timeframe they are performing service inside of a unit. All contractor's vehicles must have a permanent company logo on their vehicle which clearly identifies the vehicle as one used to perform a contracted service (i.e., carpet cleaning, heating and air conditioning or general contracting). Unmarked vans and trucks being utilized by contractors (even if performing work inside of a unit) are not permitted to park on the lot. All vehicles must be of a size to fit within the perimeters of one (1) marked parking space without risking damage or inhibiting access to adjacent cars.
7. Vehicles will be towed if they have a license plate, registration and/or state inspection sticker that has been expired for more than 90 days, *even if it exhibits a current CVI parking permit*.
8. A vehicle deemed by Management to be a junk or derelict vehicle (for example, possessing one or more flat tires and/or has not been moved for an extended period) is subject to towing and storage at vehicle owner's expense, *regardless of whether it exhibits a current CVI parking permit*. The permit holder will be notified of the proposed action by first-class mail sent to the address listed on the parking application 30 days in advance of towing.
9. Campers, equipment, trailers, mobile homes, boats, moving vans, and oversized vehicles are prohibited from parking in the lot behind 1903 N. Key Blvd. All vehicles must be of a size to fit within the perimeters of one (1) marked parking space without risking damage or inhibiting access to adjacent cars.
10. No vehicle repair or maintenance is permitted in the parking areas. Drainage of any automobile fluids is prohibited in the parking areas.
11. Washing of cars in parking areas or on any part of the property is prohibited.
12. Parking violations include:
  - a. Double or stacked parking
  - b. Parking in the middle of any roadway
  - c. Any vehicle left unattended in a fire lane
  - d. Any vehicle not parked entirely within the lines of one space
  - e. Parking on grounds other than the pavement designated for parking
13. A motorcycle sharing a parking space with another vehicle constitutes double or stacked parking and is not permitted.
14. Noncompliance with these regulations subjects violator to towing WITHOUT NOTICE at the vehicle owner's risk and expense, ticketing by Arlington County Police, assessment by the Board and revocation of parking permit.

15. These amended rules have been enforced since May 1, 2005.
16. Owners who lease their units are responsible for ensuring that their tenants and prospective tenants sign a lease addendum incorporating the current year parking regulations.
17. Any special parking arrangements (i.e., parking for individuals with disabilities) will be considered by Management on a case-by-case basis.
18. Parking permits will not be issued and can be revoked if an owner is more than 60 days delinquent in paying condominium or other fees.
19. The parking lot behind 1903 N. Key Blvd is patrolled on a daily basis and towing is enforced 24 hours a day, by a third party company.

## **Appendix B**

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

#### **POLICY RESOLUTION No. 2010-1**

**(Amended August 25, 2010)**

#### **RESOLUTION ON DUE PROCESS PROCEDURES**

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

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

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

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

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

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

#### **I. Complaint**

A. Any unit owner, tenant, managing agent, employee or Board member who requests that the Board take action to enforce the condominium instruments and rules shall complete, date and sign a complaint in a form similar to and containing the information contained on Exhibit "A" hereto. The unit owner, tenant, managing agent, employee or Board member who requests that the Board take action to enforce the condominium instruments and rules shall be in good standing. "Good standing" will be defined as being current on all association dues, fees, and/or assessments and in compliance of all condominium instruments and rules. Any complaint not having to do with enforcing the condominium instruments and rules shall be addressed in the Complaint Resolution.

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

C. The Board of Directors shall then take appropriate action, such as, but not limited to, issuing a warning letter, directing that a demand letter be sent or that it be referred to counsel or County authorities.

## **II. Demand.**

A. If determined appropriate, a written demand letter which may be in a form similar to Exhibit "B" hereto shall be sent by first class mail or shall be hand-delivered to the unit owner at the address which the owner has provided to the Association or at the unit address, if no other address has been provided. A copy may be sent to the tenant if there is a tenant.

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

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

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

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

address of record with the Association. Service by mailing shall be deemed effective two (2) days after the notice has been mailed in a regular depository of the United States mail. The demand letter referenced in Section II may be combined with the notice of hearing.

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

- 1) The time, date and place of the hearing.
- 2) That the unit owner and tenant, if applicable, shall be given an opportunity to be heard and to be represented by counsel (at the unit owner's expense) before the Board.
- 3) The alleged violation, citing provisions of the condominium instruments or rules which allegedly have been violated.
- 4) That charges for violation of the condominium instruments and rules may include assessment of up to Fifty Dollars (\$50.00) for a single offense, or Ten Dollars (\$10.00) per day for any offense of a continuing nature for a period not to exceed ninety (90) days or such greater amounts as may be authorized by the Virginia Condominium Act.
- 5) That the alleged violation may result in the suspension of services, facilities use or voting rights, including suspension of reserved parking privileges.

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

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

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

C. The hearing is not to be conducted according to technical rules of evidence or procedure applied in a court of law. Rather, the purpose of the hearing shall be to provide the unit owner with an opportunity to be heard and to be represented by counsel (if desired), within reasonable time limits imposed by the Board of Directors.

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

an opportunity to be heard within reasonable time limits.

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

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

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

#### **V. Records.**

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

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

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

#### **VII. Other Remedies.**

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

#### **VIII. Recusal.**

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

participation in decisions regarding the imposition of penalties on other CV-1 residents and owners.

#### **IX. State Appeal**

Unit owners who believe that the Colonial Village I Association violated legal requirements (Virginia statutes or regulations) in rendering an adverse decision may file a "Notice of Adverse Decision" with the State of Virginia Common Interest Community Ombudsman at [http://www.dpor.virginia.gov/dporweb/cic\\_ombuds.cfm#FilingAComplaint](http://www.dpor.virginia.gov/dporweb/cic_ombuds.cfm#FilingAComplaint); 804-367-2941; <mailto:CICOmbudsman@dpor.virginia.gov>.

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

**Exhibit “A” to the  
Resolution on Due Process Procedures  
COMPLAINT FORM**

Covenant/Rule Violation Complaint

Date:

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

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

**POLICY RESOLUTION 2012-4**

**ASSOCIATION COMPLAINT PROCEDURES**

**(FOR RESOLVING CERTAIN COMPLAINTS FROM MEMBERS AND OTHERS)**

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board (“CICB”) has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners’ associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

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

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

NOW, THEREFORE, BE IT RESOLVED THAT The Unit Owners Association of Colonial Village I Condominium (“Association”), acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:

1. **Definitions:** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.
2. **Complaint Form:** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger these formal procedures.

### ***Complaint Form Instructions and Attachments***

A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form ("the Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting the General Manager at (703) 525-5557.

3. **Mailing or Delivering Complaint to Board of Directors:** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

#### **By Mail:**

Board of Directors, The Unit Owners Association of Colonial Village I Condominium

c/o On-site Manager

1903 N. Key Boulevard

Arlington, VA 22201

#### **By Fax:**

(703) 525-5558

**By Hand Delivery:**

Board of Directors, The Unit Owners Association of Colonial Village I Condominium

c/o On-site Manager

1903 N. Key Boulevard

Arlington, VA 22201

4. **Means of Providing Notices to Complainant:** All written acknowledgements or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of mailing, delivery or electronic transmission of the acknowledgements and notices per Section 8 below.
5. **Acknowledging Receipt of Complaint:** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.
  - A. **Incomplete Complaint:** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgement of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
  - B. **Forwarding to the Board:** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same date that acknowledgement of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.
6. **Formal Action – Consideration of Complaint by Board:** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

- A. **Meeting at which Complaint will be Considered:** Complaints will be considered by the Board at a regular or special Board meeting held within 60 days from the date on which the Complaint was forwarded to the Board for consideration.
- B. **Notice to the Complainant:** At least fourteen (14) days prior to the board meeting at which the Complaint will be considered, the Managing Agent shall provide the complainant with notice of the date, time, and location of the board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgement of receipt referenced in Section 4 above.
- C. **Board's Decision on Complaint:** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
  - (1) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days' notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
  - (2) A *final determination* on the Complaint, indicating whether the complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association.
- 7. **Notice of Final Determination:** Within seven (7) days after the final determination is made (per subsection 6.c.2 above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as the date of issuance and include:
  - a. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
  - b. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and

- c. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (see Complaint Form – Attachment A).
- 8. **Records:** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgements and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.
- 9. **Resale Disclosure Packet:** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to the Association-issued resale certificates.

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of Colonial Village (Village I), A Condominium, held on **September 26, 2012**.

## EXHIBIT A

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

#### POLICY RESOLUTION NO: 2012-4 ASSOCIATION COMPLAINT PROCEDURES

Mailing/Delivery: 1903 N. Key Boulevard, Arlington, VA 22201  
Office: 703/525-5557

#### ASSOCIATION COMPLAINT FORM (for Complaints Against Association, Board or Managing Agent)

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of The Unit Owners Association of Colonial Village I Condominium (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

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**COLONIAL VILLAGE I CONDOMINIUM  
ASSOCIATION COMPLAINT FORM  
PAGE 2 OF 2**

2. Sign, date and print your name and address below and submit this completed form to the Association at the above address.

_____ Printed Name	_____ Signature	_____ Date
_____ Mailing Address		
_____ Unit Address		
		Phone <input type="checkbox"/>
		Contact Preference Email <input type="checkbox"/>
		Other <input type="checkbox"/>
_____ Email Address	_____ Phone Number	

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Maryland Drive, Suite 400  
Richmond, VA 23233  
804/367-2941

## **Appendix C**

### **Rules And Regulations Regarding Parcel Retrieval At The Management Office**

**(Amended July 28, 2010)**

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

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

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

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

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

1. The Site Office is located on the eastern side of 1903 N. Key Boulevard. Packages can be retrieved during all hours that the Site Office is open. (Hours are posted on the Site Office Door.)
2. Management will designate a room in the Site Office in which parcel delivery companies' (PDC's) employees can place packages for retrieval. PDC employees will be responsible to place packages in an orderly fashion in order that they can be retrieved methodically by recipients.

3. Unit Owners and Residents will be notified by PDC's by way of a notice posted on individual unit entrance doors that a package has been left at the Site Office. (In the event a notice is not placed on your door, please contact the PDC regarding this matter.) PDC's will deliver said package to the Site Office and an employee of the management staff will accept and sign for all packages left by PDC's.
4. When notified by PDC's that a package has been left at the Site Office, the package recipient should as quickly as practicable retrieve the package from the Site Office. Management will return to PDC's all packages that remain in the Site Office unclaimed for two (2) weeks.
5. Unit Owners and Residents will be required to show a picture identification to management staff, and sign for the package(s). Management will accept written authorization from a resident or owner with instructions for a 3<sup>rd</sup> party to retrieve their package. The recipient of the package will be required to present identification and will sign for the package.
6. The package recipient will be responsible to transport their package(s) without the assistance of management staff.
7. Management staff will not be required to answer telephone inquiries from package recipients regarding sizes, shapes, weights, package shippers, selling vendors, addressees, or other information regarding packages that have been left at the Site Office by PDC's. Owners and residents are requested to contact PDCs (utilize online tracking services) to obtain information about a package that may have been delivered.
8. Management staff will not be required to interact with PDC's on the package recipient's behalf regarding return shipping instructions should the package recipient not wish to claim a package left by a PDC.
9. The Colonial Village Management/Site Office and employees assigned to the Colonial Village Site Office are expressly held harmless and accept no responsibility for any real or alleged damages that are found to exist by package recipients. All damage claims shall be reported directly to PDC's.

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

## **Appendix D**

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

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

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

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

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

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

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

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

or take other enforcement action authorized by the Declaration, Bylaws, Rules and Regulations, and the laws of Arlington County and the State of Virginia.

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

4. Hazardous Materials — The Arlington County hazardous materials program will accept hazardous materials at 3155 S. Fern Street, at the intersection of South Fern Street and South Glebe Road. As of July 2010, it was open each Saturday from 9 am to 3 pm and during the week by appointment. For more information, call (703) 228-6832 during normal business hours during weekdays, or visit

<http://www.arlingtonva.us/departments/EnvironmentalServices/wpcp/EnvironmentalServicesWpcpHouseholdHazMat.aspx>

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

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

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

## **Appendix E**

### **COLONIAL VILLAGE I BYLAWS (Excerpt)**

#### **ARTICLE XI**

#### **USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS**

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

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

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

(c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

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

(e) The sidewalks, entrances, passages, vestibules, stairways corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping

carts, chairs, benches, tables or any other object of similar type and nature be stored therein. No person or persons shall play or loiter in halls, stairways.

(f) No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and Rules and Regulations, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph, except for the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. Nothing in these By-Laws shall be construed to prohibit the Declarant from using any Unit owned by the Declarant or Common Element of the Condominium for promotional, marketing, administrative office, display or other related purposes or from using any Unit or portion of the Common Elements for the settlement of sales of Condominium units.

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

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

(i) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any first

mortgage which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure.

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

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

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

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

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

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

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

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

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

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

**Section 2. Rules and Regulations.** Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

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

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

**Section 5. Parking Spaces.** Except to the extent limited by the parking easement set forth in Article XI, Section 9 of the Declaration or to such parking spaces as may be used by Declarant in conjunction with Declarant's sales program, all parking spaces designated as such on the Plats and Plans shall be used by the Unit Owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine; provided, however, that no Unit Owner shall park more than one vehicle (owned or leased by such Unit Owner, or a member of his family) on the Common Element parking spaces without the prior written consent of the Board of Directors. The cost of maintenance and repair of all parking areas shall be a Common Expense.

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

## Appendix F

### **Chart of Maintenance Responsibilities**

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

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

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

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

**Column IV:** Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the common elements and Common Expense items in such a way that a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

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

<b>Colonial Village Condominium – Maintenance Responsibilities</b>				
<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
<b>Items</b>	<b>General Common Elements Under Association Responsibility</b>	<b>Limited Common Elements Under Association Responsibility</b>	<b>Unit Components Under Association Responsibility</b>	<b>Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component</b>
Plumbing and related systems and components thereof.	All maintenance, repair and replacement of portions of plumbing serving more than one Unit.	If any, same as in Column II.	Only to the extent that a malfunction or threat of same has originated outside the Unit in which the malfunction occurs or may occur.	All portions within a Unit or serving only one Unit, including fixtures and appliances attached thereto.
Electrical and related systems and components.	All, in all regards.	All, in all regards.	—	All, in all regards, for items serving only one Unit, including fuse box/circuit breakers.
Heating and cooling systems and components thereof.	If any, all, in all regards.	If any, same as in Column II.	—	All, in all regards, for items serving only All, in all regards, for items serving only one unit.
Parking spaces.	All parking spaces in all regards.	If any, same as in Column II.	—	—
Storage Bins (if any).	All, in all regards except routine cleaning.	—	—	Routine cleaning.
Refuse collection area	All, in all regards.	—	—	—

Grounds, including all. Landscaped and paved areas and other improvements thereon lying outside the mail walls of the building.	All.	—	—	—
Building, exterior roof, vertical walls, foundations.	All, in all regards, with certain exceptions expressed elsewhere herein regarding routine cleaning.	—	—	—
Windows.	All which do not serve a Unit, in all regards.	—	—	All which serve a Unit, in all regards.
Doors, main entry to Units.	—	—	All surfaces exposed to outside including door panel, buck, trim and sill.	Interior of door panel interior trim. Hardware set including lock and door chime assembly and hinges/closure.
Screens.	All which do not serve a Unit in all regards.	—	—	All which serve the Unit in all respects. Replacements to be of same color grade and style.

## **Appendix G**

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

#### **REGULATORY RESOLUTION NO. 2014 - 1**

#### **SMOKING REGULATIONS**

**WHEREAS**, Article XX of the Declaration of Colonial Village (Village I), A Condominium makes reference to the Bylaws of the condominium association as providing for the self-government of the condominium by an association of all of the Unit Owners; and,

**WHEREAS**, Article III, Section 2 (*Board of Directors - Powers and Duties*) of the Amended and Restated Bylaws states in pertinent part that the “Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these By-laws required to be exercised and done by the Unit Owners Association”; and,

**WHEREAS**, the aforementioned Bylaws section also states at Section 2(f) that the Board shall have the power to “[m]ake and amend the Rules and Regulations”; and,

**WHEREAS**, Article XI, Section 2 (*Use Restrictions on Units and Common Elements*) of the Bylaws states that “[e]ach Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors...”; and,

**WHEREAS**, Article XI, Section 1(c) states that no offensive use shall be made of the condominium property, including the common elements; and,

**WHEREAS**, it is the finding of the Board of Directors that cigarette, cigar and/or pipe smoke constitutes a nuisance to residents of the condominium and thus an offensive use of the condominium property; and,

**WHEREAS**, societal trends continue to move in the direction of creating an increasing number of sanctuaries for the majority non-smoking segment of the United States’ population (*e.g.*, airline no-smoking restrictions, rental car policies, motel no-smoking room restrictions, governmental and private building smoking bans, restaurant smoking bans or restricted smoking

sections, etc.); and

**WHEREAS**, it is the intent of the Board of Directors, by this policy resolution, to establish and publish to the Association membership pertaining to smoking on the Colonial Village I condominium property;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, effective August 1, 2014, the following smoking regulations shall apply to all unit owners at Colonial Village I and to the tenants of such owners.

### **SMOKING REGULATIONS**

1. Smoking shall be prohibited at all times in all of the enclosed common elements, including hallways, stairwells, storage rooms, laundry rooms, trash rooms or meeting rooms. Smoking shall also be prohibited within twenty-five feet (25') of any exterior doorway leading into a condominium building.
2. Smoking shall be permitted on open common elements, including parking lots and lawn areas, provided that such activity occurs not less than twenty-five feet (25') from any exterior doorway leading into a condominium building.
3. Smoking shall be permitted in units, but unit owners and residents are encouraged to take such steps as necessary in order to prevent smoke from escaping the unit and entering into the common elements and/or other units, including, but not limited to smoking with the windows open, using smoke-free ashtrays/air purifiers, and/or sealing doors and vents. Unit owners and residents who smoke in their units are also encouraged to use air filtering devices to minimize the effect of smoke emanating from an individual unit. This provision is not intended to supersede or nullify any smoking restrictions that may be included in lease agreements for individual units.
4. Lighted and/or unlighted tobacco products shall be disposed of properly in the proper waste receptacles provided for smoking waste products (*e.g.*, including but not limited to cigarette butts, ashes, tobacco, *etc.*). Such waste products shall not be deposited on open common elements, including outdoor walkways, parking lots and lawn areas. Neither lighted nor unlighted tobacco products shall be left unattended in any manner.
5. Tampering with smoke detectors located in hallways, stairwells, storage rooms, laundry rooms, trash rooms and individual units is against the law and is prohibited.
6. Any resident concerned with a smoking-related problem should attempt to arrive at a solution to the problem with the other resident in a courteous manner. If this does not resolve the problem, the concerned resident should initiate enforcement proceedings as outlined below.
7. Penalties for violation of applicable local ordinances may be enforced by Arlington County without regard to any remedies pursued by the Association.

8. If personal attempts to resolve a smoking issue fail and the resident wishes to pursue a complaint through the Association, a written complaint should be submitted to the Community Manager. The complaint must provide as much detail as possible regarding the alleged problem. Documentation must include the units involved, a complete description of the problem or disturbance, and dates and times of disturbances (whenever possible) as well as a brief description of informal attempts to solve the problem.
9. The Community Manager shall first attempt to achieve an informal solution to the problem. If such a solution is not possible, the Community Manager shall refer the matter to the Board of Directors, which may initiate enforcement action in accordance with the provisions of the Association's Due Process Resolution.
10. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents and the *Virginia Condominium Act*. Additionally, all expenses and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution shall be the sole responsibility of the smoking unit owner.
11. The remedies stated herein shall not constitute an election of remedies and all remedies shall be deemed cumulative.

This Resolution is effective on August 1, 2014.

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors on this 30<sup>th</sup> day July, 2014 and that I caused the managing agent to mail/deliver a copy of the foregoing Resolution to the addresses of record of the unit owner membership.

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Secretary

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

**REGULATORY RESOLUTION NO. 2014 - 1**

**SMOKING REGULATIONS – Amended**

Paragraph 1 and 2. of the Smoking Regulations Resolution that was previously mailed to owners is modified to expand upon areas where smoking is allowed and clarify distance from buildings.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, effective August 1, 2014, the following smoking regulations shall apply to all unit owners at Colonial Village I and to the tenants of such owners.

**SMOKING REGULATIONS**

1. Smoking shall be prohibited at all times in all of the enclosed common elements, including hallways, stairwells, storage rooms, laundry rooms, trash rooms or meeting rooms. Smoking shall also be prohibited within twenty-five feet (25') of any exterior doorway leading into a condominium building, any exterior doorway leading to laundry or storage areas and from any building window.
2. Smoking shall be permitted on open common elements, including parking lots and lawn areas, provided that such activity occurs not less than twenty-five feet (25') from any condominium building.

## **Appendix H**

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

#### **Exterior Door Locks Policy & Procedures**

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

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

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

##### **Lock Activation Times & Access:**

Each key-fob will be programmed to provide access to the building in which the unit owner(s) or their tenant(s) lives. In addition, each key-fob will be programmed to access the common area laundry, storage and trash room doors to which they are assigned. Residents may be reassigned to a new laundry, storage and trash room as deemed necessary by Management. Common area laundry, storage, and trash room doors will be locked at all times. The front entrance building doors will be locked from 10:00 pm to 7:00 am each day. All emergency personnel will be provided instructions for access, per general emergency policy.

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

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

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

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

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

Each new key-fob, whether spare or replacement, must be programmed. The programming requires that each separate door lock be updated to allow access to the key-fob being programmed. Please allow one-week for processing such requests. Residents will be notified if Management requires additional time to process a key-fob request due to circumstances that may delay processing (i.e., weather conditions). During exceptional circumstances, Management may issue a temporary key-fob which must be returned within the timeframe specified by Management. The unit owner will be assessed a fee of \$100.00 for any temporary key-fobs that are not returned within the timeframe specified by Management.

### **Lockouts:**

If residents lock themselves out of their building afterhours, call the Management Office number (703) 525-5557 which will roll over to the emergency after-hours answering service who will contact the designated on-call engineer. The engineer will verify that the caller is a resident, and verify the caller's name and address, prior to providing instructions for building access.

Residents will be provided instructions to obtain a temporary key fob which must be returned to the lockbox IMMEDIATELY after use in the event it is needed by another resident.

## Appendix I

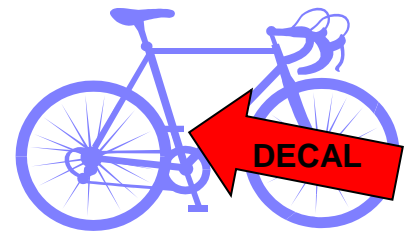
# MEMORANDUM

**To: All Owners and Residents of Colonial Village I**

**From: Management Office**

**Re: Use of Bike Racks**

**MANDATORY BIKE REGISTRATION**



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All bicycles stored within the racks located in the bike and storage rooms, must be registered with Arlington County's Bicycle Registration Program. Any bikes that do not display the proper decal are subject to be removed and donated to charity.

To register your bike online with Arlington County, visit: [http://www.arlingtonva.us/departments/police/citizens/forms/bicycle\\_registration.asp](http://www.arlingtonva.us/departments/police/citizens/forms/bicycle_registration.asp). Be prepared to submit the serial number for registration. After registering, you will receive a decal from Arlington County and instructions on where to affix the decal to your bicycle. If you need to follow up regarding your registration or do not receive your decal, please contact Lieutenant Heather Hurlock at 703-228-4057 or [hhurlock@arlingtonva.us](mailto:hhurlock@arlingtonva.us).

For your bike's safety, the police department recommends that you secure your bicycle with a U-Lock. Bikes must not be left in any common areas (aisles of the storage rooms, in front of storage bins, hallways, etc.). Bikes must also be secured within racks so that they do not block or prevent another owner from accessing their bike.

**MANAGEMENT CONDUCTS REGULAR BIKE INSPECTIONS AND TAGS BIKES THAT ARE NOT IN COMPLIANCE BEFORE REMOVAL.**

## Appendix J

### MEMORANDUM

**To: Residents of Colonial Village I**  
**From: Colonial Village I Management Office**  
**Re: Compost Service**

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Colonial Village I has contracted with ***Veteran Compost*** to provide compost pick-up service in the trash rooms in the following 3 buildings: **1801 Key Blvd., 1902 N. Rhodes Street, and 1905/1909 N. Rhodes Street.** The compost bin is a green, 14-gallon bin with the recycling symbol on the front.

#### **Tips and Instructions:**

- Toss food scraps directly into the bin (without bagging).
- NO PACKAGING OF ANY KIND can be discarded with your scraps.
- All foods are acceptable along with coffee grounds/tea bags.
- No liquids (yogurt or ice cream) or oils.
- The bin has a locking lid. Please ensure the lock is secure to keep odors inside.
- No need to purchase a special container. Keep any container type for food scraps on your counter or in your fridge or freezer. Storing in the freezer works great to eliminate odors between trips to the trash room.

Composting food scraps provides multiple benefits to our community such minimizing the amount of waste placed in garbage disposals and trash cans, minimizing lingering food odors and creating compost solutions.

If you would like to use this service, but your key-fob does not access these trash rooms, contact the Management Office. For more information on Veteran Compost, visit [www.veterancompost.com](http://www.veterancompost.com).



You dispose of  
food scraps.



We collect  
the bins.

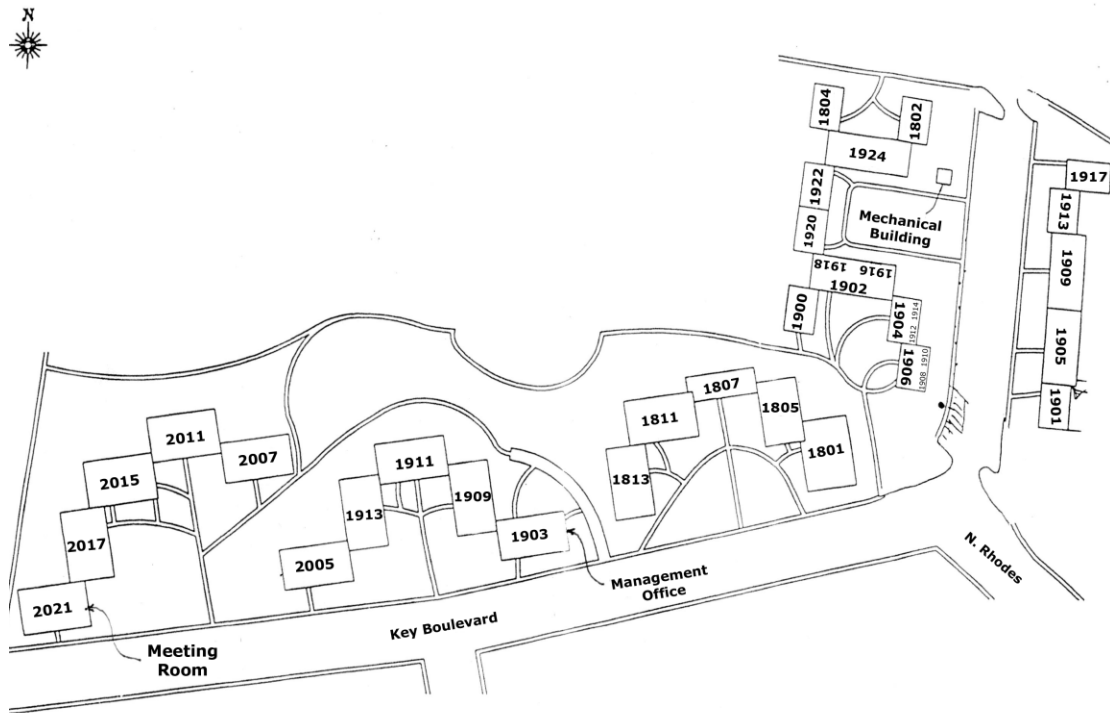


Your compost  
feeds the soil.



Better food.  
Earth is pleased.

## Appendix K



## Colonial Village I