



# **FAIRLINGTON GLEN HANDBOOK**

**June 11, 2024**

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

## PREFACE

The Fairlington Glen Handbook contains valuable information about your home, condominium management, and the many amenities and resources available in the Fairlington Glen community. We hope that you find Fairlington living, enjoyable, and rewarding. We are proud of our great neighborhood.

Condominium ownership offers rights and advantages unavailable in rental or single-family ownership. It also brings responsibilities. The success of Fairlington Glen depends on your active participation in condominium affairs. We hope you will join us by taking part in Glen activities and/or volunteering for committees or the Board.

We urge you to read the Handbook, become familiar with condominium and neighborhood affairs, and help improve the life of our vibrant community.

This update to the Handbook includes: (1) recording an increase in the deductible for the Glen's Master Policy from \$5,000 to \$25,000; (2) guidance concerning variances required for removing or installing load-bearing walls; (3) an Appendix document listing building component materials immediately after the conversion to condominiums (for insurance claims); (4) discussion of responsibility over the common water pipe serving all units in a building and how to proceed if there is a leak; (5) an updated discussion of recyclables accepted by our trash contractor; (6) elimination of an inconsistency between a pool rule and the rule stated in a pool sign; and (7) a new procedure for approval of private swim lessons at the pool.

We thank you for choosing Fairlington Glen as your home.

Board of Directors  
Fairlington Glen  
June 11, 2024

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# 1. INTRODUCTION TO FAIRLINGTON

## HISTORY

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

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

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

The Defense Homes Corporation managed Fairlington until 1947 when it sold the property to two Texas businessmen. Their firm, Fairmac, operated Fairlington as a rental community until its conversion to condominiums in the 1970's. Starting on the south side,

Fairmac converted the community into seven legal entities under the Virginia Condominium Act. Six of the condominiums lie on the southeast side of I-395 (Shirley Highway) with a single condominium community on the northwest side linked by a bridge across I-395.

## **THE FAIRLINGTON AREA AT LARGE**

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

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

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

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

## **FAIRLINGTON GLEN AT LARGE**

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

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

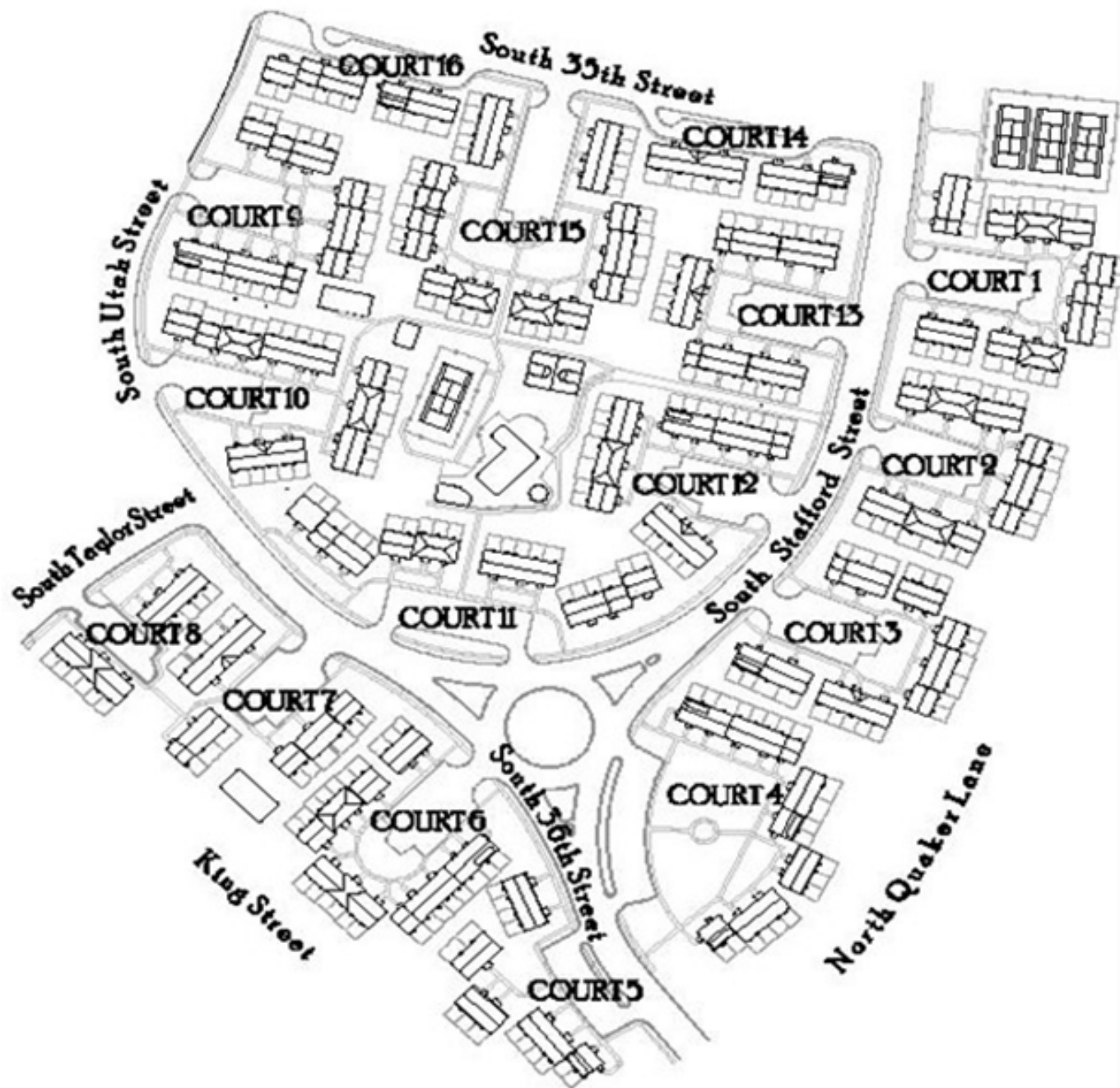


theaters, Signature Theatre, and many stores, business buildings, and residential properties.

## **COURTS BY NUMBERS AND ADDRESSES**

**(Plat Below)**

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



**Fairlington Glen Condominium**  
Arlington, Virginia

## **2. CONDOMINIUM OWNERSHIP**

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

### **YOUR UNIT**

You are the sole owner of your unit. You have a deed just like the owner of a single-family house, but you also have ownership interest in shared property. Your share of the common property is set forth in the Fairlington Glen Declaration, a legal document on file in the Arlington County Courthouse. A copy of it was included in your certificate of resale. When our Declaration was originally drafted and filed, the document had, and still has, the title "Master Deed".

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

You may make improvements to your unit; however, structural alterations and other significant changes require a variance from the Board of Directors. See Chapter 10 on Variance Rules and Procedures.

### **COMMON ELEMENTS**

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

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

### **3. INSURANCE**

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

#### **MASTER POLICY**

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

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

A list of the building component materials immediately after the conversion to condominiums in the mid-1970s appears in the Appendix below. The list is based on consultation with long-time residents of the Glen. Any affected co-owner may attempt to show that the developer provided a higher quality material on conversion.

If an insurable loss occurs, the co-owner is responsible for the deductible (now \$25,000). The master policy will pay based on terms in effect at the time of the loss. If a loss is sustained jointly by co-owners, the deductible is shared among them as determined by the Board of Directors.

#### **HOMEOWNER'S POLICY**

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

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

HO-4 policy to provide coverage for personal property, additional living expenses, and personal liability.

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

## **4. GOVERNANCE**

Fairlington Glen (the Council) operates under its Declaration and the Bylaws, which conform to the Virginia Condominium Act. In some areas, changes in the Act have changed the provisions of those two documents. The Declaration establishes Fairlington Glen as a condominium, defines its property, and sets the boundaries of each unit type and its percentage ownership of the undivided interest in common elements. Fairlington Glen's Declaration is recorded in the land records of Arlington County, where the recorded document is titled "Master Deed".

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

### **BOARD OF DIRECTORS**

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

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

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

Board meetings are open to all owners and residents. Meetings are held monthly at the Fairlington Community Center at 3308 S. Stafford Street on a schedule announced on the Glen's website. Special meetings are held as needed. A meeting agenda is posted on the bulletin board near the swimming pool entrance.

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

## **BOARD POWERS AND DUTIES**

The Board's primary responsibilities include:

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

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

**Adopting the Annual Budget.** The Council adopts a budget for the fiscal year (which is currently the calendar year) at the Council's annual meeting. Revenues are derived primarily from the monthly fee all unit owners pay and from investment interest. The amount of your condominium fee is based on the Board's estimate of community expenses, obligations, needs and desires.

The budget process is a cooperative effort led by the Board treasurer and involves other Board members, the Management Agent, committee volunteers, and unit owners. The treasurer works with the Finance Committee and solicits input from other committees in preparing a draft budget to present to the Board. The Board's proposed budget is distributed to unit owners and is the subject of a community forum open to all owners and residents, and owners are given an opportunity to propose budget amendments. A final proposed budget, with any proposed amendments and proxy, is then mailed to owners for their approval or disapproval at the annual meeting. A new assessment schedule is based on the adopted budget. The Management Agent mails coupon books

before the first of the year to those who do not use direct deposit. Please refer to Policy Resolution No. 09-1 in the Appendix for additional details.

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

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

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

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

**Adopting Policies and Overseeing Enforcement.** The Bylaws provide for the enforcement of the covenants of the declarations, Bylaws, and other Council rules. The Board is empowered to enforce rules and seek relief on behalf of the owners for violations. A variance coordinator assists the Board in this enforcement and oversight. See Chapter 8 on specific areas of "good neighbor policies." For rules concerning due process, see Policy Resolution 96-1 in the Appendix.

**Communicating with Owners and Residents.** The Board is responsible for fostering an open and participative community in which owners and residents can have their voices heard. This is done in many ways, including a residents' forum at the start of each Board meeting, community forums on the budget and other topics, a Glen Alerts email system, the *Glen Echo* newsletter, a Glen Yahoo site, the Glen's website at <https://fairlingtonglen.com>, a community bulletin board at the pool, and easy accessibility to Board members and committees via e-mail or telephone. The Board encourages owners and residents to participate in the activities of the Glen to strengthen the community.

## YOUR CONDO FEE

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



annual fee is the total condominium dues revenue assessment in the budget multiplied by your proportionate interest. Your monthly fee is the annual fee divided by 12 and rounded to the nearest dollar.

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

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

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

Condominium amenities include tennis courts, a swimming pool, a tot lot, a basketball court, and a pickleball court that was converted from a paddleball court in 2018. To maintain these amenities and the buildings and grounds, the Council contracts with service providers and employs its own staff. Volunteer committees of owners and residents recommend policies to the Board on the use of amenities and services. Volunteers also plan special events.

Information about these amenities, services, and special events is regularly published in the *Glen Echo* and posted on the bulletin board at the swimming pool entrance. Chapter 11 of this Handbook provides detailed information and rules for each of the recreational facilities, except for the Multi-Use (Pickleball) Court, the rules for which will be developed later.

## **5. AMENITIES**

### **BASKETBALL COURT**

A basketball court is located in the central recreation area. Because of its proximity to many residences, strict hours and rules of play are enforced. These hours are posted on the sign adjacent to the swimming pool side of the court. When basketball is not being played, four square and hopscotch may be played using the outlines stenciled on the basketball court. Any activity that could potentially scratch or damage the court surface is prohibited.

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

## **MULTI-USE (PICKLEBALL) COURT**

In 2018, an underutilized “mini tennis” court was relined as a Pickleball Court, and a removable net was purchased. In spring 2023 the court was professionally resurfaced, and a new wheeled Pickleball net was purchased to improve the court. This court remains a multi-use court, as the net can easily be moved to the side so it can be used for Pickleball and other activities, for the enjoyment of Glen residents and their guests.

## **SWIMMING POOL**

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

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

## **TENNIS COURTS**

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

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

## **TOT LOT**

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

## **6. SERVICES**

### **LANDSCAPING**

The Council is responsible for maintaining the Glen's landscape in an attractive, high-quality manner that is environmentally sensitive and complements the entire community. In particular, the Council is responsible for maintaining the so-called common areas – all areas outside patio fences, including the beds in front of and beside individual units. Residents are responsible for the upkeep of trees and shrubs inside their patio fences.

A main landscape contract covers regularly scheduled work throughout the year, such as mowing and fertilizing our lawns, weeding, and removing plantings. The Board manages this contract, working with the Management Agent and landscape contractors. Outside the main contract, the Board also considers suggestions for landscaping enhancement projects each spring and fall. In addition, the Board considers requests from co-owners to make changes to the common areas.

Co-owners may request that changes be made using forms posted on the Glen's website. Residents may request removal or installation of shrubs or trees or offer to install shrubs or trees at their own expense.

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

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

#### **The Landscape Committee**

The Landscape Committee is charged with helping the Glen to maintain its landscape in an attractive, high-quality manner that is environmentally sensitive and complements the entire community. In furtherance of this objective, the committee:

- Guides the implementation of long-range landscape plans for the improvement of the common areas (all areas except those within patios).
- Proposes standards to the Board for landscape maintenance of the common areas.
- Works with the management agent and contractors in the planning and implementation of projects that are outside the main landscape contract covering

regularly scheduled work throughout the year, such as new plantings, removals, trims, replacements, ground improvements, etc. In this capacity, the Committee may, under the supervision of management or a Board member, communicate directly with the contractor in charge of such a project.

- Monitors the main landscape contract implementation and reports any issues to the onsite manager but does not directly deal with that contractor.
- Helps the Board to identify landscape violations and to process requests for landscape variances.
- Communicates regularly with the community about landscape efforts.

The committee holds regular open meetings and also reaches out to the community in other ways (e.g. GLEN ECHO articles, e-mail, distribution of notices, coordination with Court Reps) to hear the views of co-owners and keep them informed of landscape activities.

The committee works closely with the Board to implement landscape policies and recommends policy changes. While the committee facilitates discussion of policies and practices, it is the Board that is ultimately responsible and to whom residents should turn when differences of opinion or problems arise. The Board is open to all views, and will make decisions based on what is appropriate in a condominium environment with jointly owned common areas.

## **MAINTENANCE**

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

The Management Agent oversees staff and contractors performing maintenance. A Maintenance Committee advises the Board on maintenance policies and practices. Maintenance needs are also reported to the Management Agent by court representatives. Each court has a court representative and sometimes alternates who are members of a court representatives group. The Court Representatives Group (CRG) serves as a forum for communication about maintenance and other Glen matters at the local court level and is also a communication link between owners, residents, and the Board.

Individual owners are responsible for unit repairs, for which they arrange their own contractors. There has occasionally been misunderstanding of the allocation of maintenance responsibilities between the condominium and its owners. The Bylaws contain a chart showing which aspects are handled by the condominium and which are the responsibility of owners. Please consult this chart for clarification of the mutual obligations of the Council and its co-owners. A copy of this Bylaws chart has been

added to the Appendix. See also the section on Condominium and Co-Owner Responsibilities.

## **SNOW REMOVAL**

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

## **TRASH AND RECYCLING**

**Regular household trash** is picked up Monday through Saturday except Thanksgiving, Christmas, and New Year's Day. All trash should be in secured trash bags and put out by 8 am on weekdays and by 9 am on Saturdays. Trash should not be put out the night before. Under our trash contract, the following material is not allowed—dead animals, oil, paint, batteries, construction materials, manure, tree stumps, dirt, stones, rocks, concrete, bricks, poisons, dangerous acids, caustics, explosives, and other dangerous materials. Glass is no longer recycled.

**Recycling** pickup is Wednesdays (except the three holidays). The contractor places recycling bins around the grounds on Tuesday. Recycle materials should be placed in the bins before 8 am Wednesday. All recyclables – paper and plastic – should be “single streamed” into the same bins. Cardboard boxes should be broken down and placed next to the bins. More detail on recycling may be found under “Recycling” in Chapter 9.

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

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

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

**Paints.** Cans of paint are not to be taken out for pick-up by our trash contractor. Only *empty* cans where all residue is dried, and even then, no empty cans of oil-based paint. Paint may be taken to the Arlington County hazardous materials recycling center off S. Glebe Road.

## **7. GETTING INVOLVED**

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

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

Owners and residents interested in volunteering for a committee may contact a Board member or the committee chair. Contact information is on the website at <https://fairlingtonlen.com>, in the newsletter, *The Glen Echo*, and posted on the bulletin board by the swimming pool.

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

## **8. ADHERING TO GOOD NEIGHBOR RULES AND POLICIES**

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

Court representatives play an important role in encouraging adherence to good neighbor policies and rules discussed in this chapter. They are often able to resolve problems without involving the Board. If an individual owner is unable to resolve a

violation on his or her own and needs to take the matter to the next level, the recommended approach includes:

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

**Cite the handbook rule or blanket variance violated,** unless the incident would be a clear violation. For example, “John Doe lets his dog run loose” or “Jane Doe leaves trash outside her patio fence” would be clear violations.

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

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

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

## **9. RULES AND POLICIES OF FAIRLINGTON GLEN**

### **ACCESS TO UNITS**

**Emergency.** Management may need access to your unit, as provided by the Bylaws. If you have provided emergency contact information to the Management Agent, we will make all reasonable efforts to contact you. If necessary, management may call a locksmith to gain entry.

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

## ANTENNAE AND SATELLITE DISHES

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

## ARCHITECTURAL CHANGES/RENOVATIONS

In general, alterations or additions to the common elements or unit exteriors, or structural alteration to the interior of a unit, require advance approval of the Board. From time to time the Board adopts blanket variances allowing owners to alter their units without approval of a variance request. These are noted throughout this chapter. When in doubt regarding the need for a variance, call the variance coordinator. A co-owner, not a tenant, may submit a variance request. Forms are available from the variance coordinator or on the website. The request must detail the proposal and, as necessary, provide scale drawings or engineer estimates. Additional information is provided in Chapter 10 on "Variance Rules and Procedures".

## B-UNITS

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

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

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

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



**Common Hallway and Basement Storage.** Residents may not store property in the common hallways and basement, except that adjoining lower B-Unit owners may each store one wheel chair in the common basement. Nothing is to be affixed to hallway walls.

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

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

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

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

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

**Front Door Lock Variances.** Over time B-Building co-owners have expressed an interest in putting a lock on the shared front door. To simplify this process, the Board has created a variance form which all co-owners in the building requesting a lock must agree to by signing. The form is in the Appendix to this Handbook. The form documents that the collective group of co-owners agree:

- They approve adding the lock to the front door.
- They understand and agree they are responsible for purchasing the lock.
- They understand that they are responsible for planning and paying to have the lock installed.
- They understand that they are responsible for future maintenance of the lock.
- They understand that the code or a spare key must be shared with the onsite manager to ensure the onsite staff has access to the building.
- They understand that any disruption to mail or package delivery is their responsibility to mitigate and manage and they are responsible for

contacting Arlington County Non-Emergency services at 703-558-2222 to work through the process of adding a lock to a multi-family door.

In the case of absent co-owners, the Glen's Management Agent will be able to assist the building co-owners with contacting the co-owners but is not responsible for coordinating their approval. If a co-owner is not able to sign the paper form, an email from the co-owner that explicitly communicates their agreement/approval of each bulleted item can be substituted.

The form shall be submitted to the Glen's onsite manager or Management Agent prior to the installation of the lock.

The lock may be removed upon the written request of three of the co-owners in the building

For the onsite manager's and Management Agent's contact information please see the contact section on the Fairlington Glen website: [www.fairlingtonlen.com](http://www.fairlingtonlen.com).

## **CABLES AND OTHER EXTERIOR LINES**

Owners and residents are responsible for following the guidelines for cable installation agreed to with Comcast and/or Verizon FIOS, which are available on the Glen's website. An important rule is that cables are to be inserted into the back face of a building at or near ground level but no higher than one foot above the ground (an exception is made for upper units in the "B" buildings). See EXTERIOR WIRES AND CONDUITS for more detail. Installation of cables and other exterior lines on the side or front walls of buildings is not permitted.

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

The operation of the Glen is governed by the master deed and the Bylaws. The master deed provides that each of us owns virtually our entire unit except for the roof. The vertical boundaries are the plane of the outer surface of the exterior wall and the plane of the center line of the wall with a neighbor. The horizontal boundaries are the plane of the underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof (excluding roof shingles). The Council owns only the roof and drainage lines under the floor slab. Consistent with this division of ownership, a detailed allocation of responsibilities for maintenance and repairs is contained in the Maintenance Chart attached as Exhibit A to the Bylaws, which has been copied to the Appendix of this Handbook. The rationale for this allocation of responsibility was explained in Policy Resolution No. 07-1, "Condominium and Co-Owner Responsibilities, which has been preserved in the Council's online archives. In general, the following applies:

- The Council is responsible for repair and replacement of the common elements such as paving of the common areas and roof repairs.
- When the Council enters a Co-Owner's unit in order to perform Council maintenance and repair, it will restore a unit to a similar condition to that conveyed by the developer to the original owner. Unit improvements, betterments, additions, or alterations made subsequent to the original conveyance will not be covered. For example, if the basement slab needs to be removed in order to access the sanitary sewer lateral, the Council will restore the basement slab and the equivalent of the original tile; and the Co-Owner is responsible for improvements such as carpet and upgraded tile. If a patio slab must be removed to replace a sewer line, the Council will restore the concrete pad; and the Co-Owner is responsible for added coverings such as brick or slate. If the Council needs to gain access to the sanitary sewer lateral through the inside cleanout, it is the responsibility of the Co-Owner to make that cleanout accessible by removing any carpet or tile if necessary. that has been installed over the cleanout.
- The individual co-owner is responsible for the repair and maintenance of the unit and all physical items, accessories, and systems contained within the unit as defined above.
- The individual co-owner is responsible for maintaining the patio (limited common area); however, the Council has the right to inspect this area for compliance with Council regulations and require co-owner rectification of non-compliance.
- A co-owner shall reimburse the Council for any expenses incurred in repairing or replacing any common element damaged through his or her fault.

## **CONDUCT**

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

- The greens and walkways in front of the units and the entranceways to the units shall not be obstructed so as to impede entrance to and exit from the units.
- No bicycles, scooters, baby carriages (or similar vehicles), toys, or other personal articles shall be allowed to stand in any of the common elements, except the common elements designated for these vehicles or articles.
- No resident shall make, allow, or permit any noxious or offensive conduct or noise that unreasonably interferes with the peaceful enjoyment of the Glen by the

residents, or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners/residents.

- No shades, awnings, window guards, ventilators, fans, or air-conditioning devices shall be used in or about the buildings that extend beyond the vertical planes of the buildings or above the roof slates except such as shall have been approved in writing by the Board.
- A Glen employee is not to conduct personal business for co-owners or residents during the employee's normal work hours.
- Any damage to the buildings, recreational facilities, or other common elements or equipment caused by a co-owner or his or her tenants, guests, children, agents, or pets shall be repaired at the expense of the co-owner.
- Children and adults are encouraged to play in designated recreational areas. Activities having the potential to damage property, landscaping, grass, automobiles, fences, or buildings are forbidden.
- Complaints regarding the management of the units and grounds or actions of other owners that cannot be resolved among the affected co-owners shall be made in writing to the Board or the Management Agent.

## **CRIME PREVENTION**

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

- Keep front and back porch lights on when it is dark.
- Be aware of your environment and report suspicious persons or incidents to the police or management.
- Report non-functioning lights on the property to the on-site staff.
- Don't store valuable belongings in your vehicle where they can be seen. Use a steering wheel theft prevention device on the driver's wheel.

- Stop newspaper and mail delivery or have a neighbor pick up papers or packages when you are out of town. Leave a phone number with a neighbor.

## DOORS

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

**Exterior Door Hardware** (Blanket variance). Exterior door knobs, knockers, and mail slot covers may be replaced providing they are brass and not of unusual form, size, or style (a colonial appearance is desirable). Lever door handles may replace traditional door knobs. A variance is not required for owners to install biometric, number-pad, or internet-app substitutes for traditional keys to enter their units.

**Kitchen Doors** (Blanket Variance). Kitchen doors may be replaced with full-view doors provided they are the same size as the existing door and conform to approved door colors. If changes to door size or location are proposed, a standard variance request must be submitted.

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

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

## ELECTRICAL OUTLETS (BLANKET VARIANCE)

Electrical outlets may be installed on exterior walls, provided that they conform to electrical code requirements of Arlington County. The outlet should have a weather-proof cover and be located high enough to avoid rising water not higher than 24 inches. If installed on a front or side wall, it should be as unobtrusive as possible. The homeowner remains responsible for any damage to the building facade.

## EXTERIOR WIRES AND CONDUITS

This provision applies to outside wires, cables, pipes, condensate and refrigerant lines, and similar items, regardless of when they were installed. See the separate provisions for SUMP PUMPS and VENT INSTALLATION AND REPLACEMENT.

**Variance Required.** A variance application from a co-owner, or an agent of the co-owner, is required for all installations, including unapproved nonconforming installations, other than installations under the *Exceptions* provision below.

**Diagram.** An installation diagram must be submitted along with the variance application to the variance coordinator. The best diagram is a photograph that is marked-up to portray the proposed installation (location of wires, dimensions, colors, etc.).

**Location.** All installations must be on the rear of the building, except as provided below for radon or similar gas evacuation systems.

**Installation Options.** The installation application must propose and conform to one of the four methods below. Please propose a method that best avoids a cluttered look. Horizontal portions visible above the fence will not be approved. The Board will evaluate the variance application according to which installation method it believes best serves the interests of the Glen. If the application is denied as originally submitted, the Glen will attempt to work with the applicant to find the best solution.

### 1. *False Gutter Downspouts*

False downspouts shall: (1) match the size, profile, and color of real downspouts; (2) rise vertically without bends or angles; and (3) terminate at the roof line eave to make them look like real downspouts.

Downspouts, real and false, are to be grouped next to each other and not spread out across the rear of the unit.

### *2. Wires or Small Conduits Installed Beside (not attached to) Existing Downspouts*

Wires and small conduits may be run closely alongside (not more than .25 inch from) an existing downspout, whether false or real. The wires or conduits may not exceed 1.5 inches in width. The color is limited to black or white or as approved by the Board.

### *3. FIOS-Type Conduits*

The same type of brick-colored conduits used in FIOS installations may be used to conceal the wires and conduits that you seek to install.

FIOS-type conduits shall be vertical and have no bends or angles.

### *4. Wires or Small Conduits Installed Beside (not attached to) FIOS-Type Conduits*

Wires and small conduits may be run closely alongside (not more than .25 inches from) an existing FIOS-type conduit. The wires or conduits may not exceed 1.5 inches in width. The color is limited to black, white, or the closest available color matching the brick colored FIOS conduit.

**Exceptions.** The following installations do not require a variance under this provision:

(1) Cable and Internet Installations Under Approved Guidelines:

(a) a Comcast installation under the guidelines agreed-to with Comcast and available on the Glen's web site, except that, to serve the upper units of the B-Buildings, cable running vertically up the back wall of the building may also be installed according to Installation Option 4., above.

(b) a FIOS installation under the guidelines agreed-to with Verizon and available on the Glen's web site.

Glen co-owners and the cable/internet providers are jointly responsible for ensuring that installations conform to approved installation guidelines.

(2) A false downspout installation that was approved under a prior variance, until its replacement.

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

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

### **FENCES**

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

### **FIRE LANES**

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

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

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

### **GUTTERS, DOWNSPOUTS, and EXTENDERS**



**Cleaning.** The Glen onsite crew regularly cleans gutters and downspouts; but residents should still check them for overflows during storms. The Glen's extensive tree canopy makes it impossible for onsite crew to relieve residents of the burden of being alert to the condition of their gutters during storms. All it takes is a few leaves and twigs that cannot be seen from the ground to block the intersection of a gutter and downspout. A sign that your gutter has been overflowing during storms when you are not home to see it is the presence of vertical streaks running along the length of the gutter.

**Replacement.** The Glen has been gradually replacing (1) its older 2x3 downspouts with harder-to-clog 3x4 downspouts and (2) its older, smaller gutters that are attached to buildings by pins with larger, pinless gutters that rest on PVC rather than wood. These upgrades were part of the roof replacements of recent years. For residents having older roofs, these upgrades have been made on an as-needed basis.

**Additions.** The Glen will add a gutter and downspout where needed to improve drainage.

**Downspout Extenders.** Downspout extenders must be as long as possible for proper drainage of water away from units. Residents should be especially alert to whether existing extenders are long enough in patio areas. Residents have sometimes eliminated leaky basements just by lengthening their extenders to their fence lines. Extenders that are extendable, bendable, joinable, and various-colored can be purchased at hardware stores.

## HEATING AND AIR CONDITIONING LINES

See EXTERIOR WIRES AND CONDUITS.

## LANDSCAPING IN COMMON AREAS

**Modification of front and side beds** (Blanket Variance). Co-owners may plant annual or perennial plants (excluding vegetables, fruits, mint, bamboo, and ivy) within common original front or side beds, provided the borders of the bed are not extended; however, the Board reserves the right to request the removal of any plants which are not maintained according to the landscape contractor's standards. In addition, if the ground immediately adjacent to the rear of a unit's fence has a significant slope, a ground cover may be planted in this area in order to reduce erosion so long as the ground cover remains clear of the fence.

Mulch must correspond in both color and texture to that used by the Glen's landscape contractor. Non-plant additions to front and side beds must be inconspicuous.

**Other Plantings.** Any owner wishing to plant flowers, trees, or shrubs other than those mentioned above inside or outside of existing beds must submit a variance request. Once a variance has been granted, it is the co-owner's responsibility to maintain the plantings and bed (e.g., pruning, weeding). If the variance is not properly maintained, the Board may revoke the variance and have the bed returned to its original state at the co-owner's expense. Common area trees are maintained by the Glen; please do not try to prune them yourself. Also, please help protect them by not allowing children to use them for recreation by climbing on them or attaching swings to them. See Chapter 10 for requesting a landscape variance.

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

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

**Hose Holders.** Hose holders should be unobtrusive, mounted behind plantings if possible, and anchored with a masonry anchor. Repairs for damage to the brick or mortar will be the homeowner's responsibility.

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

- Red brick (without holes) of the same color and character as that of the Fairlington Glen buildings;
- 4"x 4" pressure treated landscaping timbers left in a natural state,  
Natural stone;

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

**Red Reflectors.** Residents may assume responsibility for maintaining front or side beds. They must agree to do the weeding, feeding, mulching, and pruning for all the plants (annuals, perennials, and shrubs) in the bed. The landscape contractor can be requested to prune tall shrubs or trees that are reachable only with a ladder. A “Plant Bed Waiver Form (Red Reflector)” must be completed each year and be on file by April 15. The responsible party will (a) install a red reflector in the bed, (b) weed, feed, water, prune, and deadhead the flower bed regularly, (c) not install any invasive plants including but not limited to English ivy, (d) comply with Glen policies in using any pesticides, and (e) mulch with materials similar to those used by the Glen contractor. The Glen Board of Directors reserves the right to assume responsibility for any improperly maintained beds.

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

**Landscape Lights.** See blanket variance below under “Lighting Fixtures, Exterior” for guidance on landscape lights.

## LEASING YOUR UNIT

Owners are responsible for the actions of their household members, tenants, guests, invitees, employees, and agents. Any lease or rental agreement for a unit must be in writing and must require that the tenants abide by the master deed, Bylaws, and the policies and rules in this handbook. Detailed requirements are contained in Policy Resolution 97-1 “Unit Leasing” in the Appendix, and the lease addendum form is on the Glen website at <https://fairlingtonglen.com>.

## LIGHTING FIXTURES, EXTERIOR

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

**Front Porch Light** (Blanket variance). Front porch light fixture maintenance and repair is the responsibility of the co-owner. The front porch light is a "black ceiling light fixture

with glass" and measures approximately 5" high and 7 1/2" square. The fixture houses one light bulb. This permits a front porch light fixture that would allow a storm door to open freely. Shared entrances should have matching fixtures.

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

**Landscape Lights** (Blanket Variance). Installation of low-intensity, ground level landscape lights within planting beds adjacent to a co-owner's unit is allowed under the following guidelines:

- Up to six (6) low intensity lights, each not exceeding a height of twenty-six inches (26") may be installed at least 18 inches (18") apart from one another.
- Lighting fixtures must be unobtrusive as to color of finish and style.
- Lighting may not be directed or shine off the bed in which it is installed. In particular, care must be taken in arranging the angle of a light so as not to disturb neighbors.
- Lighting fixtures illuminating beds must be focused downward.
- Lighting installations are restricted to not more than 200 watts total with a maximum wattage per fixture of 50 watts.
- Colored lighting or any off-norm color is allowed only as part of seasonal holiday decorations.

## **NOISE**

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

To give their neighbors time to take steps to minimize their exposure to noise from construction or renovation projects, residents shall, before beginning such projects: (1) notify their neighbors five days before beginning work; and (2) give them their best estimate of how long the work will take.

## **PARKING**

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

- Each unit is assigned one parking space and all assigned spaces are marked "RESERVED." A master list is kept by the Management Agent.
- Unassigned spaces are marked "RESERVED" and have a "-U" after the space number. Such spaces will be used only by: (a) persons visiting Glen residents for not more than 72 consecutive hours; (b) contractors retained by Glen residents or by Glen management; or (c) Glen residents for not more than 72 consecutive hours unless more time is approved by the Board. All unassigned spaces are equally available to any Glen residents or their guests on a first-come, first-served basis, except that the Board may grant priority to its contractors, residents who are relocating, or residents having other special needs. Persistent violators may be towed at the request of the Management Agent, acting under the direction and supervision of the Board or one of its delegated members.
- Parking is restricted to lined spaces only; parking is not allowed in court entrances, in fire lanes, or on lawns and sidewalks.
- Double parking of one vehicle directly behind another is not allowed.
- No inoperable, junk, unregistered, or unlicensed vehicle and no house trailer, recreation vehicle, boat, boating equipment, travel trailer, camping vehicle, camping equipment, or vehicle used primarily for commercial or industrial purposes shall be kept anywhere on the property.
- Portable storage containers may be placed in designated parking areas for a limited time, so long as they do not interfere with access to parking spaces by other residents. Observe Resolution No. 14-01 in the Appendix, and submit the agreement form attached thereto, which has been posted to the website.
- Vehicles parked in courts should not exceed 20 feet in length and should not exceed the space inside the marked lines in width.
- Only minor repairs may be performed on vehicles parked in the courts. Repairs are not allowed if they leave an oily deposit, damage the paving, or result in the vehicle being left disassembled or on blocks overnight.
- All residents must advise visitors and repair/delivery people of the parking policy.
- Residents should maintain a spirit of cooperation and communication within the court to deal with infractions of the policy.
- Each resident or co-owner has the authority to have a vehicle lawfully towed from only the unit's assigned parking space if the resident or co-owner is present with appropriate identification during the tow.

- The Board and the Management Agent have the authority to have a vehicle towed from the court entrances, fire lanes, and other common area of the Glen, or to have any vehicle towed that impedes the normal operations of the condominium.
- Call the Arlington Police to report violations regarding street parking.

## PATIOS

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

**Hot Tubs.** Hot tubs are not permitted in patios.

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

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

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

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

**Patio Fences.** Co-owners must observe the provisions of Policy Resolution No. 2, Repair/Replacement of Patio Fences (April 3, 1982) in the Appendix, which provides, among other things, that, "Anything built, placed or planted within a three-foot (3') radius of a post in the patio area shall be done at the owner's risk."

## PEST CONTROL

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

## PETS

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

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

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

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

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

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

## PIPES WITHIN UNITS

Under our Bylaws, co-owners are responsible for all pipes within their units, including those that pass through their units but serve other units. Burst pipes within a unit are the co-owner's responsibility. A burst pipe outside the building is the responsibility of the Glen. For a detailed discussion, see the Appendix below.

Boundary Issues. This allocation of responsibility may create boundary issues that were not foreseen when our Bylaws were adopted. For example, the common water line may spring a leak somewhere near, or even within, the wall between the basement and the outside common area; or the leak may be located near the wall separating one unit from another. In these situations, the responsibility for a fix may be impossible to assign by trying to discover where the water is coming from. This may be impossible to discern, perhaps because the entire segment of boundary-area pipe is springing leaks or about to do so. The fix may require replacement of pipe on both sides of the boundary, which would require that work be done on both sides by the same contractor working the same job.

Who Is Responsible. When a boundary problem arises, the assignment of responsibility that is most feasible and in keeping with the intent of our Bylaws is to allocate the entire cost of the fix, including the cost of the diagnostic, in proportion to the cost of the work done on each side of the boundary. This will require management to be proactive so as to ensure that all parties understand these rules and that contractors do their best to separate work and bills according to who is responsible for payment.

Procedure When There Is A leak. A serious leak in the common water line within a building, or its branch to the shut-off valve of an individual unit, may create a flooding emergency requiring a quick water shut-off for an entire court at the meter valve serving the court. The County has reserved the authority to do this, and the request should be made by the Glen since the Glen has the water service account. Our Master Deed gives the Glen the authority to coordinate and to supervise the repair to ensure that it is done in a cost effective matter and it's cost is divided in proportion to ownership responsibility. In light of this allocation of responsibility, proceed as follows when a leak in a common water line is spotted and raises an immediate risk of flooding:

(1) Contact onsite management at 703-820-9567, using the off-hours emergency number in the newsletter contact list (703-569-5797) if necessary. Management has a list of plumbers who are familiar with the Glen and respond quickly.

(2) Simultaneously call the County's emergency water service line, tell them to expect a shut-off request by the Glen, and ask them to come immediately. If there is serious flooding, you may be able to persuade the County crew to shut off the water before they receive an official request from the Glen.



(3) Management and/or the owner should try to locate the proper shut-off valve so the County crew will not have to look for it. It is usually located in the middle of the County sidewalk opposite the court where the common line with the leak originates. Some courts, such as court 15, are served by two common lines, each with its own meter and County shut-off valve. The Glen's Maintenance Manual has more information on water meter locations.

(4) Allow Management to take the initial steps. If it is clear that the repair will involve only a single unit or the building's owners have agreed on a course of action, management may step back and let the unit owners take over. If this is not clear, management will quickly step in, contract for the repair, determine its proper scope in consultation with experts, and allocate responsibility for payment under our governing documents.

(5) If a resident retains a plumber before management has had a chance to retain its own plumber and the work was beneficial, the owner will be reimbursed for any portion of the bill that is subsequently allocated to other residents of the building.

Winter Care. During winter months, residents should shut off water to outside faucets, remove hoses and open outside spigots, and set thermostats no lower than 55 degrees to protect indoor pipes. In all but the B units, the front water spigot turnoff is typically located above the water heater, and the back-water spigot turnoff is under the kitchen sink. Lower B unit apartment front and back water spigot turnoffs are in the laundry room above the water heater.

## **PLUMBING REPAIRS**

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

## **POWER LINE SERVICE**

The Bylaws provide that: (1) service to (a) "lines serving the common areas" and (b) "underground lines" is a Glen responsibility; and (2) service to lines "within the unit" is a

co-owner responsibility. See the maintenance chart at the end of the Bylaws. These provisions were reviewed by legal counsel before they were adopted.

Most of the Glen's power lines fall neatly within these provisions. Co-owners usually deal only with the lines that are within their units, i.e., lines extending from the inside breaker panel to the interior outlets, switches, and devices. Our extensive network of lines serving the common areas, such as the lines serving the exterior light poles and the B-Building common basements, is easy to identify.

● **Clarification Needed**. When the Glen adopted these provisions in the 2008 Bylaws revision, however, it did not anticipate certain future repairs that would not fall neatly within them. There are three areas where clarification is needed:

1. The scope of "underground lines" was left undefined.

2. The Bylaws do not specifically address service to above-ground lines that neither serve a common area nor are located entirely within units, such as a line that serves an upper B-Building unit alone but extends outside the unit. Part of this line runs through the inside of the lower B-Building unit and the common basement.

3. Nor do our Bylaws address repairs to switches and breakers that serve these lines, such as the service entrance shut-off switch allowing electricians to shut-off power to upper B-Building units without having to go upstairs and enter the units. .

**Clarification**. While these repairs are not specifically addressed in our Bylaws, a decision still needs to be made about who is responsible for them. In making this decision, we have considered the overall thrust of our Bylaws. The Bylaws generally assign responsibility for repairs that benefit the co-owner alone to the co-owner, unless this would adversely affect repair efficiency or aesthetics. An example is the bylaw provision making co-owners responsible for maintaining "exterior plugs and fixtures" serving their units alone, such as outside A/C units.

The overall thrust of the Bylaws is best served by assigning, as much practicable, the maintenance of an above-ground line entirely to the user who is served by the line and pays its meter, for these reasons:

1. This approach greatly simplifies the repair and billing process by not causing repair responsibility to change as these lines pass through floors, walls, and ground. Power lines serving a single function cannot be repaired efficiently if they are arbitrarily divided up into segments serving no unique function. For an example of undue segmentation, consider a repair that must be made to a portion of a line serving an upper B-Building unit, where the portion to be repaired runs between the upper owner's breaker panel and the shut-off switch in the common basement. The electrician would be faced with having to divide the repair bill between the Glen and each of the co-

owners of the upper and lower B-Building units, even though neither the Glen nor the lower unit is served by the line.

2. This approach is also equitable in the sense that, if the benefit from a line falls entirely on a user, whether a co-owner or the Glen, so should the repair responsibility.

Underground Lines. An exception to this general approach makes the Glen responsible for certain “underground lines” that do not serve common area. The lines that best meet this description are the lengthy lines that run underground between (a) the detached, clumped-together meters serving units in Courts 1-4 and (b) the above-ground junction points between these lines and the interior lines served by the meters.

• **Application.** Examples of how this clarification is to be applied:

(1) Co-owners with a meter attached to the building (Courts 5-16) are responsible for the line running between: (a) the interior breaker panel serving the co-owner; and (b) the owner’s side of the attached meter. For upper B-Building units, this line runs from the upper unit’s breaker panel, through the interior of the lower B-Building unit, through the common basement, through the basement wall above ground, and thence to the attached meter.

(2) Co-owners without a meter attached to the building (Courts 1-4) are responsible for the line running between: (a) the interior breaker panel serving the owner; and (b) its junction with the lengthy underground line running to the detached meter. For upper B-Building units, this line runs from upper unit’s breaker panel, through the interior of the lower B-Building unit, through the common basement, and through the basement wall, where there is a junction with the underground line running to the detached meter.

(3) Co-owners of all upper B-Building units are responsible for the entrance shut-off switch serving the unit, which is installed in the common basement to allow electricians to shut-off power without having to enter the unit.

(4) A co-owner is responsible for the line running between (a) the co-owner’s interior breaker panel and (b) an A/C unit located in a common area or a patio. For an upper B-Building co-owner, much of this line will run outside the upper unit.

(5) A co-owner is responsible for the line running between (a) an outside porch lamp (an owner responsibility) and (b) an interior switch.

• **Billing.** Related repairs are usually done most efficiently in a single job by a single contractor. For example, a contractor may be faced with doing a job where, for example, three parties -- two co-owners and the Glen -- are each responsible for part of the work. In this situation, management and the two co-owners should try to cooperate in getting the job done and billed by an efficient contractor, with a single bill allocated between the three parties. To this end, the Glen may retain a trusted, low-cost contractor to do the job subject to reimbursement by unit co-owners for their share of the bill.

## RECORDS

Rules concerning Glen records and access to them are set forth in Administrative Resolution No. 18-1 in the Appendix, and the request form is in the Documents section of our web site at <https://fairlingtonglen.com>.

## RECYCLING

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

- Glass Not Recyclable. In May 2019, Capitol Services of Virginia, Inc., our trash/recyclables contractor, notified us that it will no longer accept glass as a recyclable. Include glass with your other trash. Glass may also be taken to recycling stations operated by Arlington County, one of which is in the County Trades Center on S. Taylor Street, off S. Arlington Mill Drive near Shirlington.

Other non-recyclable material includes ceramics, dishes, crystal and drinking glasses, mirror or window glass, and light bulbs.

- Aluminum & Tin. Recyclable items include all types of metal food and beverage cans, including pet food cans. Rinse clean and crush flat, if possible, to reduce volume in the bins.

Non-recyclable material includes jar lids, foil items, and other metal items of any sort.

- Plastic. Recyclable items include plastic bottles and jugs with necks labeled 1 through 7 inside the recycling symbol (e.g. milk and laundry detergent jugs, soda bottles, and water bottles). Rinse clean and crush to the extent possible.

Non-recyclable material includes plastic grocery bags; styrofoam and plastic deli, salad, fruit, and vegetable containers; meat trays; plastic or styrofoam frozen food trays; prescription bottles; printer toner cartridges; and all types of packaging materials such as peanuts and bubble wrap.

There are recyclables depositories operated by others, but we cannot keep track of them in this Handbook.

- Paper. Recyclable items include clean newspapers, inserts, catalogs, junk mail, magazines, paper bags, computer paper, telephone books, and paperboard boxes (e.g., cereal, cracker, and tissue) flattened and not contaminated by food. Plastic

wrappings and wax paper inserts should be discarded. All paper items must be contained securely in paper bags or tied with string, so they do not blow away. Moving and other large boxes must be flattened.

Non-recyclable items include paper cups and plates, pizza boxes, and any other paper products contaminated by food.

Additional material that is not appropriate for recycling includes containers that hold or held toxic or hazardous materials such as motor oil and paint, rocks or soil from back yards, and car and household batteries. See also the section on "Trash and Recycling" in Chapter 6.

## **SECURITY CAMERAS**

Residents may not install security cameras in buildings, trees, or fences in the Glen; but they may install doorbell (button-activated by visitor) video cameras on the front doors of their units.

## **SELLING YOUR UNIT**

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

## **SEWERS**

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

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

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

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

Over the years, Fairlington Glen has replaced or relined essentially all its sewer laterals.

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

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

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

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

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

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

## **SIGNS (BLANKET VARIANCE)**

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

## **Real Estate Signs**

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

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

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

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

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

## **SUMP PUMPS**

Co-owners may install sump pumps in the interiors of their units, provided that:

1. the installation receives whatever permitting is required by law; and
2. before installation begins, the co-owner applies for, and receives, a variance for exterior drainage of sump.

The Glen will work with the contractor to develop an appropriate variance for exterior drainage that specifies the point of exit from the unit, the direction and length of the drainage pipe, and an appropriate exit environment for the sump. The exit point will be close to the ground and may even be below ground. The exit environment may include requirements such as an exit pipe flap to keep out debris or a gravel-filled drainage pit. (NOTE: Arlington County no longer approves the connection of residential sump pump drainage pipes to the sanitary sewer drainage lines serving the units, which, in the Glen, run under the basement slabs.) The variance will specify that the unit co-owner owns the drainage system and is thus responsible for its depreciation and maintenance, with the Glen responsible only for damage that it causes, to the extent required under Bylaws Article VI, Section 2(d).

## **TRASH**

Household trash is collected six days per week, Monday through Saturday, from porch steps. Trash must be secured in plastic bags and placed on the porch steps by 8 am weekdays and 9 am Saturdays. Trash is not to be put out the night before. There will be no trash collection on New Year's Day, Thanksgiving, and Christmas Day. Large items are collected on the first Saturday of each month and should be placed before 9 am at the entrance to your court by the court sign, but not at the base of our large trees and their roots. See the section on trash and recycling in Chapter 6.

Our trash contractor places bins for recyclables near each court on Tuesdays and removes them early on Wednesdays. See "**RECYCLING**," above.

## **USE OF THE COMMON ELEMENTS**

The Bylaws allow for the general, incidental use of the common elements. However, if a resident wishes to place an item for a non-incidental purpose on the common elements, he/she must request written permission from the Board or its delegate by resolution. Such items may include storage PODs, recreational items such as moon bounces, party tents, and the like for a limited time. The request and release form is available in the Appendix below and has also been posted to the Glen website at <https://fairlingtonglen.com>.

The specific rules, including types of requests that will not be approved, are as follows:

1. A resident must request permission from the Board before placing an item in the common elements for a non-incidental purpose for a limited amount of time. Residents should refer to the Fairlington Glen Handbook for examples of such items. Requests



shall be submitted in writing to the Board at least 30 days prior to intent to place said item. The Board shall have the obligation to provide an answer to the resident within fourteen days. If the Board, in its sole discretion, approves such a request, the resident will be required to sign and return to the Board seven days prior to intent to place said item a release and indemnification agreement in the form attached as an Appendix.

2. Residents who receive Board approval to place an item in the common elements and subsequently sign and return the release and indemnification agreement must display the countersigned agreement on or near the item placed in the common elements for the duration of the placement or risk disposal due to unauthorized placement.

3. In general, the Board shall not approve requests for placement of an item in the common elements that:

a. Impedes the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units unless sanctioned by the prior approval of the Board of Directors.

b. Increases the rate of insurance for the condominium or contents thereof or will result in the cancellation of insurance for the condominium;

c. Derives power from gasoline or other explosive or flammable material; or

d. Involves the accommodation of livestock.

4. All items placed in any portion of the building, common elements or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the resident, and the Council shall in no event be liable for the loss, destruction, theft or damage to such property. Neither the Council nor the Board of Directors shall be considered a bailee of any personal property or of vehicles parked on the common elements.

5. Any item placed on the common elements without Board approval and a countersigned release form shall be deemed abandoned and the Council or its designee may dispose of such property without notice. The resident shall indemnify and hold harmless the Council, officers, directors, agents, and employees of the Council for any claims of property damage arising out of or resulting from items placed on the common elements. The Council shall be held harmless for any claims of property damage arising out of the removal of unauthorized items placed in the common elements.

6. Residents are responsible for the conduct of their tenants, guests, invitees, residents, family members, etc., and any damage caused by their acts, careless or negligence resulting from use of items placed in the common elements. The Council shall hold the resident responsible for such conduct and any costs incurred and reserves the right to take appropriate action against the co-owner, including, but not limited to, assessment of penalties and the assessment of damage costs against the title to the unit.

## USE OF UNITS

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

## VEHICLE REGISTRATION

Virginia law requires residents to register their vehicles within 60 days of moving to or within the Commonwealth. Check for exceptions for active military and employees of other U.S. government agencies.

## VENT INSTALLATION AND REPLACEMENT

A. General. The installation or replacement of any type of vent opening or gas evacuation system requires approval of an application for a variance. These conditions must be satisfied for approval of all applications:

1. The exhaust system must meet all current codes, and air removed by every exhaust system shall be discharged outdoors at a point where it will not cause a nuisance and from which it cannot again be drawn in by a ventilating system. In particular, air shall not be exhausted into an attic or crawl space.
2. Vent holes shall not be installed through soffit or fascia of any building; but they may be installed through roofs upon approval of a specific variance to do this.
3. A licensed contractor shall perform work that penetrates the exterior of a building wall so as to conform to all Arlington County codes and Association policies.
4. The application must specify that brick work will conform to the brick and mortar specifications in the Glen's Maintenance Manual.

B. Exterior Side Bathroom Vents. Co-owners may apply for a variance to install exterior side bathroom vents. The variance will be denied unless the plans submitted with the variance form show that the above rules and the following additional installation conditions will be satisfied:

1. Exterior venting shall only penetrate the rear side of buildings and may not be placed near another intake ventilating system.

2. Exhaust ducting for a bathroom vent shall not be joined or combined into any existing ducting, exhaust or otherwise.
3. Exterior vent aperture/hole shall be round, cut (not chiseled), and not be larger than 4" in diameter. The exterior vent cover may not be larger than 6" square and exterior cover must be properly sealed and weather tight.
4. Exterior vent covers shall be made of aluminum only, be square in shape, and have a black finish.

#### C. Radon or Similar Gas Evacuation Systems

1. Location. The systems may be installed on the rear or side of a building. If they are installed on the side, the Board may require the owner to disguise it in part with a planting.
2. Gas Exhaust Conduits. Gas exhaust conduits shall match the size, profile, and color of real gutter downspouts, except that the tops may curve out to prevent inflow of rain or snow.

### **VIOLATION OF FAIRLINGTON GLEN RULES**

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

### **VIOLATION OF STATE LAWS OR REGULATIONS**

The policy and procedures for the receipt and resolution of complaints alleging a violation of applicable state law or regulations governing common interest communities or interpretations are set forth in Policy Resolution 12-02 below and on the Glen website at <https://fairlingtonglen.com>.

### **WATER SEEPAGE OR FLOODING**

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

### **WATERING**

The Board encourages all residents to water plants and trees near the buildings where they live to help protect our investment in common area greenery. Watering is critical to

establish newly planted shrubs and trees installed as a result of a landscape request. Generally, shrubs and trees need deep watering each week, especially during hot, dry spells of summer. Be especially careful if using soaker hoses in foundation plantings; too much water for an extended period close to buildings may cause leaks into basements. When setting up sprinklers, try to avoid water loss onto sidewalks, parking lots, and streets.

Water preferably early in the morning. For deep roots, our lawns and plantings require 1 to 1-1/2 inches of rain every 7 to 10 days from spring through fall, either by rainfall, by watering with hoses, or both. Please do not water during the hottest part of the day to prevent evaporation. Avoid late afternoon or evening watering to the extent possible, so that foliage and grass is dry by nightfall to prevent fungal and other diseases.

Newly planted turf seed needs light, frequent watering daily until it emerges. A few minutes of watering each day -- perhaps even twice a day -- will keep it moist so that it will germinate. Once up, often in a week or so, it will need regular watering to develop a good stand of grass.

## WINDOWS

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

**Replacement of Windows and Their Components** (Blanket Variance). The Glen's Bylaws make co-owners responsible for maintaining and replacing windows and their component parts, which are identified as "glass, frame, sash [moving part of a window], jamb [attaches to the frame and guides the sash] and sill." Frames and sills may have protective capping (usually vinyl or aluminum), which is also an owner responsibility. By implication, owners are also responsible for any storm windows that may have been installed. Owners are not responsible for: (1) painting and minor related carpentry (sanding, crack-and-hole filling, etc.); and (2) re-pointing the brick surrounding the frames.

Glen Window Types. During the mid-1970's conversion, the developer retained the original (1940's) wood windows in Courts 1-3 and midway through Court 4. In the remainder of the Glen, the developer installed windows with aluminum sashes, and frames and sills capped with aluminum. Since that time, residents throughout the Glen have, almost always on their own initiative, replaced their conversion-era windows with better windows having double-paned or triple-paned glass with no storm windows, vinyl-capped frames and sills that need no paint, and special locks and other features.

Windows Within Dormers. Dormers protrude, entirely or in part, from roofs, and they have windows. How far a dormer protrudes depends on the slope of the roof,

with dormers on the less-sloped parts of roofs having longer sides making them protrude more. The rear roofs of some units have dormer windows that are joined in a structure that has shingles on its two sides and on front portions bordering the window frames. The Glen has assumed responsibility over the maintenance and replacement of the sides of dormers (some of which are shingled), and any shingled portions of their fronts, because these areas are best viewed as extensions of the roof. Like other Glen windows, a dormer window has a frame that holds the rest of the window in place. The frames on the longer dormers (on less-sloped portions of roofs) are encased within the dormer. The frames on shorter dormers (on more sloped parts of roofs) can have frames that are bordered by brick on their lower side and wood on their upper side.

The demarcation of responsibility for dormer windows and their component parts is the same as that of windows whose frames are entirely encased in brick. Along with the frames and sills of windows encased in brick, the frames and sills on most Glen dormer windows have been re-capped with aluminum or vinyl, which, as with windows encased in brick, is an owner responsibility. In Courts 1-3 and midway through Court 4, some frames or sills of dormer windows may still have originally installed wood capping or facade, some of which may be decorative. There is no reason to treat this wood capping or facade differently from aluminum or vinyl capping or facade – both are an owner responsibility.

Work on dormer windows is more likely to require a Glen/owner coordination that is not needed for work on windows that are encased entirely by brick. Work on the frame or sill of a dormer window (an owner responsibility) may, by plan or unintended damage, require work on the sides of the dormer or any shingled portion of its front (a Glen responsibility). Moreover, it will usually be more economical -- for both Glen and owner -- to have the contractor perform overdue work on the sides or shingled fronts at the same time as it is working on the window frame or sill. To deal with these complexities, owners replacing dormer window frames or sills are advised to seek agreement with the Glen to coordinate the work as a joint project by a single experienced contractor retained by the Glen, with the Glen internally dividing the bill between it and the owner in proportion to the contractor's best estimated separation of the cost of the work done for each party.

When Replacement May Be Needed. Replacement need is determined on a case-by-case basis. Replacement is most likely to be required for the remaining original (1940's) windows having component parts made of wood. As these wood windows age, the cost incurred by the Glen to keep them in good repair and up to community standards by painting and related carpentry rises, and that cost will eventually become large enough to justify requiring owners to replace them, especially as replacement windows become better and less expensive. A few signs that replacement may be required:

1. The wood is marked as rotten by painting contractors.

2. The wood has accumulated so many coats of paint that costly scraping and sanding is needed before the wood surface is smooth enough to be painted without looking dilapidated.

The windows that the developer installed with aluminum components last longer, but they will also eventually need replacement. Replacement of those windows may be required when the aluminum capping becomes degraded or there are signs of deterioration of the wood under the capping.

Guidelines. Co-owners are authorized, and may be required, to replace their windows and component parts, subject to the following guidelines:

1. Installation by a licensed professional contractor that will custom fit them to the existing openings.

## 2. Window Frames and Sills

a. Frames and sills must be capped by vinyl or any other material that never needs painting; or PVC may be used uncapped to replace originally installed uncapped wood.

b. Aluminum capping may not be used.

c. Partial repair or replacement of a frame or sill, such as only the rotted top of a wood frame and not the other 3 sides, or only the rotted end of a sill, is not allowed.

## 3. Window Sashes

a. Windows sashes must be made of material that never needs painting, such as vinyl or aluminum, with double (minimum) paneled glass, and a "six-over-six" pane pattern formed by permanently mounted mullions that are approximately 3/4 inches wide, consistent with the appearance of typical Fairlington windows.

b. A "four-over-four" pane pattern may be used in attic windows.

4. Windows, window grids, and storm windows, must be white.

## 5. Storm Window Replacement and Removal

a. Replacement storm windows must have a clear, translucent glass; and frames must be aluminum or vinyl.

b. If an owner chooses to remove storm windows permanently, the owner must restore or replace, and if necessary paint, the base to which they were attached, so as

to eliminate any visible holes or markings from the removed storm windows; and this work must be done by a licensed professional.

Local contractors have replaced many Fairlington area windows in conformity with these guidelines, well before they were added to this Handbook. Due to the ease of replacement and improved technology, owners are advised that replacement of an entire aged window will usually be more cost effective long-term than piecemeal replacement of one component part close after another.

**Well Covers** (Blanket variance). Flat Plexiglas cut to window well shape and used in conjunction with grates may be used to keep water out of window wells and basements. To facilitate drainage, a cover should be slanted outward by installation of a long, thin board that runs under the cover alongside the building from one end of the cover to the other. To keep a cover from blowing off, it can be cut with a smaller footprint that allows it to fit under a grate. Bubbles over window wells are not permitted.

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

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

## 10. VARIANCE RULES AND PROCEDURES

### GENERAL

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

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

## REQUIRED VARIANCES

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

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

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

**Load-Bearing Walls.** The Glen does not have blueprints showing the locations of load-bearing walls and their pillars. When there is reasonable doubt about whether work involves removing or installing a load-bearing wall, the co-owner should submit either a variance application for the work or a statement that such work is not involved from a contractor that is licensed to provide such a statement. Failure to do this could result in a finding of violation during resale inspection.

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

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



## BLANKET VARIANCES

The Board has approved several “blanket” variances in order to remove the need for an individual variance. These blanket variances are listed below. The specific provisions of each blanket variance are presented throughout this Handbook.

- Doors, exterior door painting
- Doors, exterior door hardware
- Doors, storm/screen
- Electrical outlets, exterior
- Fans, Ventilating
- Flag display
- Landscaping in common areas
- Landscaping, containers/hanging plants
- Lighting fixtures, exterior
- Patio structures
- Doorbell Security Cameras
- Signs
- Sump Pumps (Interior Portion)
- Wheel chairs in B-Building Basements
- Window fans
- Window well covers
- Windows and their components, replacement

## REQUESTING A VARIANCE

**Overview.** All requested variances shall be submitted digitally, using the variance request form, which is available on the Glen website at <https://fairlingtonglen.com>. (Note: during the COVID crisis, the County changed its rules to requires that applications for permits be submitted digitally.) The variance request form should be submitted to the Glen’s Variance Coordinator, whose contact information is shown on the contact list appearing at the end of Glen newsletters. It is the requestor’s responsibility to be able to show that the form was submitted.

All variance requests should include plans and specifications that are fully descriptive of the work to be undertaken, comments of affected neighbors when appropriate, and copies of appropriate Arlington County permits.

## **Landscape.**

Changes to the size or shape of an existing front or side bed, or construction of a new bed, requires a variance. Installation of edging materials around an existing bed requires a variance. Installation of a watering system in an existing bed requires a variance. If you are not sure whether a variance is required for landscaping work, speak to a member of the Landscape Committee or the Board in advance of doing the work.

All plantings in the common areas must:

- Comply with all regulations set forth in this handbook.
- Be compatible with the landscape design of the Glen.
- Be appropriate to this climate.
- Not impede the normal Glen grounds maintenance (e.g. mowing, snow removal). Include the following information (if applicable) with the variance request:
- Location of change, proposed plantings, and current dimensions of the bed along with any proposed change in size.
- Sketch of plantings in the proposed area including fences and existing greenery with distances noted.
- Confirmation by Miss Utility and/or cable TV company that plantings will not interfere with utility lines or cable wires.
- Plan for watering, fertilizing, pruning, etc.

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

## **VARIANCE APPROVAL**

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

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

Landscape variances are reviewed by the Landscape Committee, if one has been constituted, and then considered by the Board.

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

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

The Board's decision is not final until signed by a representative of the Board. The requestor may want to attend the Board meeting so that any questions or concerns that might arise can be resolved without further delay of the variance decision. The Board has final authority to approve or deny variance requests. The decision reached by the Board will be based on the individual merits of the specific request or proposal under consideration and each case will be considered separately. While precedent will be considered as a guide, it will not be the determinant when the common interest would be better served by an exception.

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

## **BRICK WORK**

When a variance requires brick work, it will be conditioned to require: (a) use of Glen approved brick and mortar styles; and (a) an acceptable wash-down after completion to remove stains or film on the surface of the brick. Acceptable brick and mortar standards are provided in the Glen's Maintenance Manual, but the applicant may apply for permission to use bricks and mortar that would provide an even closer match.

## **VARIANCE ENFORCEMENT AND RECORDS**

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

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

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

The Management Agent shall keep records of all variances that have been granted. This record shall be the basis for enforcement of variances rules. Variances convey with the unit; but, as noted above, “[a]ny variance approved for the common areas is not permanent and may later be modified or withdrawn by the Board because of community needs.” A new unit co-owner must maintain a landscaping variance or restore it to its original state.

## **11. RECREATIONAL FACILITIES**

### **GENERAL**

Fairlington Glen has a swimming pool, tot lot (playground), four tennis courts, and a basketball court which are for the exclusive use of Glen residents and their guests.

Rules and regulations for these facilities are described in this chapter. Any question related to these rules and regulations should be directed to the applicable committee chairperson.

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

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

The Board reserves the right to suspend the right to the use by an owner and his family of the recreational facilities (including the right to use the swimming pool) for any period during which assessments remain unpaid and for a period not to exceed 30 days for any infraction of the rules of conduct.

## **Responsibility for Damage**

- Any damage to the buildings, recreational facilities or other common elements or equipment caused by any owner, his or her tenants, guests, children, agents or pets shall be repaired at the expense of the owner.
- Owners are responsible for the actions of their household members, tenants, guests, invitees, employees and agents and compliance with the Governing Documents.

## **BASKETBALL**

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

The following hours of play are permitted:

Monday - Thursday:	11:00 am - 8:00 pm
Friday:	1:00 am - 6:00 pm
Saturday:	10:00 am - 6:00 pm
Sunday:	11:00 am - 6:00 pm

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

No food or alcoholic beverages are allowed on the court. No abusive language, excessive noise, unruly behavior, or playing of personal or audio devices is permitted. Only tennis or basketball sneakers and other soft-soled shoes will be allowed on the court. All trash must be deposited in the nearest trash receptacle. When pedestrians are using the sidewalk adjacent to the court, play must cease temporarily.

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

with the Basketball Committee chairperson (or, if unavailable, with a member of the Committee) or with a member of the Board.

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

## **MULTI-USE (PICKLEBALL) COURT**

Rules for the multi-use (pickleball) court (formerly used for paddleball) will be established after the community has gained experience with its use and problems.

## **SWIMMING POOL** **(Revised June 11, 2024)**

**Management.** A swimming pool management company will be retained to oversee the management, safety, maintenance, order, and cleanliness around the pool area. The company will always manage the pool and related facilities when the pool is open. It is responsible for supervision of its operating staff and for enforcement of the rules and regulations for the safety and enjoyment of the pool and facilities for all users. Residents and guests will respect the pool equipment and furniture which have been provided for their enjoyment and comfort. Chairs should be covered with towels when using suntan lotion and oils to prevent deterioration of the plastic webbing. The lifeguards' major responsibilities shall be guarding, monitoring pool admittance, and enforcing the rules and regulations. The lifeguards shall not provide any private services (such as swimming lessons) to individual users while on duty. The lifeguards are not responsible for supervising the children's pool, but they will perform clean-up and maintenance of this area.

**Enforcement.** All users are expected to cooperate with the directions given by the pool staff at all times. Parents and guardians are requested to instruct those under their care to observe all rules, obey the instructions of the Pool Manager and other pool staff, and not to enter the pool enclosure by climbing the pool fence or using the maintenance gate at any time. The pool staff has the authority to act as deemed necessary for the safe and orderly operation of the pool facilities. Therefore, the Pool Manager (or his/her designees, the lifeguards) have the authority to refuse entry or to eject users from the pool and its facilities if, in the pool staff's reasonable opinion, the user's actions may affect the safety or health of users or any pool property. The Pool Manager will report any such incidents to the Pool Committee.

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

- All residents shall sign in a daily log with their name, address, time of entry, # residents, and # of guests.
- Each unit will be provided with two recreation passes at the beginning of each pool season. The first replacement pass is \$10. Each additional replacement pass is \$20.

**Hours.** The regular pool season will be from the first day of Memorial Day weekend to the last day of the Labor Day weekend. Depending on life guard availability, the pool may be open for two additional weekends. Pool hours are determined each year by the Pool Committee and may vary in response to changing demand as evidenced by usage. Hours for each pool season, as well as any special programs, will be posted on the pool bulletin board and on the community website. The pool may be closed at any time due to inclement weather, failure of equipment or other reason as determined by the Pool Management Company.

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

- Each household will be permitted to bring up to four guests, who must be accompanied by a Glen resident 16 years of age or older with a current recreation pass.
- The Pool Manager or lifeguards may, at their discretion, restrict or suspend guest privileges to prevent overcrowding.
- Guests are subject to the same rules and regulations as residents.

**Health.**

- Smoking is NOT permitted at the pool facility, in the restrooms or within 25 feet of the pool entrance.
- Persons with skin diseases, communicable diseases, open lesions, nasal discharges, eye infections or wearing large bandages (does not include band aids) are not permitted in the pool.
- Persons who are not toilet trained are required to always wear rubber or plastic pants over swim diapers (not disposable diapers).

- Should a swimmer vomit, urinate or defecate in the pool, the pool will be immediately closed until cleaned in accordance with Arlington County Health Department Regulations.
- No spitting or spouting water in the pool.
- All injuries occurring on the premises must be immediately reported to the pool management. Enforcement of health rules shall be the responsibility of the pool management. When necessary to call for medical help, any charges incurred shall be the responsibility of the owner.

## **Safety**

- Running, "speed walking," pushing, acrobatics, wrestling, or causing undue disturbances or other rough or boisterous play in or about the pool and its facilities are not allowed. Lifeguard discretion and direction regarding "games" in the pool prevails.
- Glass or ceramic containers of any type are not allowed in the pool enclosure.
- Children who are not yet 10 years old shall not be permitted within the pool enclosure unless accompanied by a parent, guardian, or person 16 years or older, who shall be responsible for and closely supervise them, even if they are wearing floats or other safety floatation devices.
- Children who cannot swim are not permitted to be in the main pool or main pool deck unless accompanied by a parent, guardian, or person 16 years or older, who shall be responsible for and closely supervise them. The lifeguards have the discretion to ask anyone to take the swim test to demonstrate they can be in the pool unsupervised.
- Children age 10-12 may come to the pool unaccompanied if they pass the swim test and have the written permission of a parent or guardian. See the Swimming Pool Permission Form in the Appendix.
- Only persons who have passed the swim test will be permitted in the deep end of the pool.
- No tricycles, bicycles, big wheels, wagons, scooters, skateboards, or other riding toys or devices are allowed in the pool enclosure (even to park).
- You can bring small, soft personal size toys, personal flotation devices, and swim vests. No inflatables that can accommodate more than one person will be allowed.



- *No floats or inflatable devices will be allowed in the deep end. Only swim vests, jogging belts, and noodles (one per person) will be allowed.*
- Use of the children's pool shall be limited to children through age 6, even during hourly breaks. Children must be accompanied by a parent, guardian, or person 16 years or older, who shall be responsible for and closely supervise them. Children shall not be left unattended.

## **General**

- No pets will be allowed in or on the pool premises.
- Lap swimmers always have priority use of the lap lanes.
- The presence of intoxicated persons anywhere within the pool premises is prohibited.
- Audio equipment and musical instruments should be moderated in consideration of other pool users.
- **Consumption** ~~Obvious consumption~~ of alcoholic beverages is prohibited except at special events approved by the Board (e.g., wine tastings, community pool party).
- Situations arising which are not covered specifically by any rule or regulation herein will be handled at discretion of the Pool Manager or the lifeguard in charge and will be reported to the Pool Committee.
- Food may only be consumed in the two designated areas within the pool enclosure and must be at least 10 feet from the swimming pool edge.
- Non-alcoholic beverages in non-breakable containers are permitted in the pool area but NOT in the pool. Trash must be deposited in receptacles provided.

## **Parties**

Recreation pass holders may request a party during pool hours. Parties may be limited to two per week. Requests for parties should be directed to the Pool Committee and will be scheduled at the discretion of the Committee and the Pool Manager. The pool calendar will be posted at the pool. A non-refundable charge of \$25 will be assessed for parties during pool hours. The requester/recreation pass holder must be onsite at the party, and is responsible for abiding by the pool rules and the following party rules:

- The party is limited to 2 hours in duration.

- Music must be kept at a reasonable level subject to the discretion of the pool manager or lifeguards.
- Food is allowed in the designated eating areas only (Code 24.1-59 from Arlington County Code/Chapter 24.1 Water Recreation Ordinance) and party holders will receive priority use of this space.
- Set-up is allowed 30 minutes prior to the party.
- The party is limited to a maximum of 15 people, in order to prevent overcrowding.
- Three tables and up to 15 chairs will be available for party attendees.
- The requester/recreation pass holder is responsible for cleaning the party area and trash collection after the party.

### **Private Swim Instruction**

Private swim lessons with Glen lifeguards may be arranged through the Pool Manager. These lessons will only be available prior to the pool opening hours. Private swim lessons during pool hours of operation are available through the Pool Committee. Reservations will be made in advance to ensure there is adequate room at the pool.

Fairlington Glen residents' private arrangements with non-resident swim instructors are allowed, provided that:

- The instructor is an eligible guest of the resident employing him/her, which requires, among other things, that the employing resident be present in person while his/her guest is at the pool. It is acceptable to send a surrogate 16 years or older to supervise.
- The instructor observes the same rules governing pool usage that apply to residents, in particular the usage of lap lanes.
- Hours of availability will be posted at the pool and on the Fairlington Glen website.
- The following provisions on liability are observed:
  1. All private instructors must provide proof of general liability insurance coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for the full benefit of the Glen with Fairlington Glen named as an additional insured under the terms of such coverage.
  2. Private instructors must execute a hold-harmless agreement in favor of Fairlington Glen, including indemnification and defense provisions.

3. Residents and private instructors must submit an application to Fairlington Glen's Onsite Manager for review and approval before instruction can begin. Application forms will be available on the Fairlington Glen website, at the lifeguard's desk, and in the Appendix to this Handbook (see Liability Release and Indemnification Form for Private Swim Instruction).

## TENNIS

Tennis courts are solely for the use of Glen residents and their guests. At least one player on each court must be a Glen resident and must show his or her recreation pass upon request. Players who fail to show a recreation pass must surrender the court immediately upon the request of any Glen resident. Adults 18 years and older or children playing with adults will have priority in using the courts after 5:00 pm on weekdays and all day on holidays and weekends.

**Playing Times.** Residents who have been playing singles for more than an hour must relinquish their court if other players are waiting to play. When other residents are waiting, playing time for singles is limited to one hour. Playing time for doubles is allowed for two consecutive hours.

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

**Other Rules.** No food or alcoholic beverages are allowed on the tennis courts. All trash, including tennis ball cans and lids, soda cans, etc., must be deposited in the nearest trash receptacle. Normal court etiquette will be observed at all times by all players, and persons waiting to play will refrain from loud conversations or unruly conduct. Costs of damage to the courts, nets, or fence will be charged to the persons responsible. Parents are liable for any damage caused by their children. Questions about tennis or violations to these rules should be reported to the Chair of the Tennis Committee.

**Accessing the Glen's Courts.** To obtain access to a court, one must dial a pre-set 4-digit combination to the lock attached to the gate. Then the shackle (the roundish, curved metal piece on the lock) must be pushed in. The lock will then snap open. Note that the tennis lock combination (or "code") is on the Glen's swimming pool pass that is delivered to each household in the spring. Players should lock the gate as they leave the court. It is the only means of ensuring court use is for residents and their guests.

## **TOT LOT**

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

# APPENDIX

## Building Component Materials Immediately After the Conversion to Condominiums

### BASEMENT

Asphalt tile flooring  
Wood paneling walls (not painted)  
Drop ceiling w/tiles  
Wood basement steps  
Basement bathroom shower stall with concrete floor

### KITCHEN

Builder grade cabinets  
Formica countertops  
Wall separating dining room (full or partial depending on floor plan)  
Drywall ceiling  
Asphalt tile flooring

### BATHROOMS

Builder grade cabinets  
Formica counters  
Ceramic tile floors and bathtub surround (walls)  
Cast iron bathtub

### REMAINING HOUSE

Hardwood flooring on main and upper levels, and stairs to upper levels  
Unfinished attic spaces  
Wood windows (prefer replacement with vinyl)

## Chart of Maintenance, Repair, and Replacement Responsibilities

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

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

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



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

\*\*\* Co-Owners are strongly encouraged to maintain individual insurance to help protect their property and any individual liability the Co-Owner may face due to the acts or omissions of the Co-Owner and his or her family members, tenants, guests and invitees.

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

## Common Water Pipe Serving Each Building

Under our By-laws, individual unit owners are responsible for repairs to all plumbing inside their units. This provision lightens the burden on the community and gives unit owners an incentive to take care of the pipes in their building. The provision is easy to apply when the problem pipe is controlled by the master shut-off valve inside each unit because repairs to such pipe can be made without affecting adjacent units – the owner need only shut-off the master valve and fix pipe serving his/her unit alone.

But problems can arise if the leak occurs within a building on the inflow side of the shut-off valve, i.e., in the common inflow pipe serving all the units in the building. This line enters each building at a point that is closest to the street water main and then runs within the building to provide an individual connection to the shut-off valve of each unit within the building. Disputes and a need for coordination could arise over repairs to such pipe. For example, if the common-pipe leak is within or close to a dividing wall, the repairs may require breaking through walls in the adjoining unit. Also, it may sometimes be more cost effective – over the long run for building unit owners as a group – to replace the entire within-building common pipe at once rather than to wait until individual leaks in old pipe (like repairs to an old car) become increasingly frequent, and this could require even more disturbance to, and coordination among, the units of all owners in the building.

The community will not have to get involved in many, and perhaps most, common pipe leaks, other than to have the management agent give expert advice; for, in many cases, the unit owners in a building should be able to agree quickly on a course of action and how to allocate the cost among themselves.

But what happens if the affected owners cannot quickly agree on a cost effective repair to common pipe after the valve outside the building is shut off? The owners may be unable to agree on the solution. Or a key owner may be disabled, out-of-town. If this happens, the community has the authority – and a duty – to coordinate a solution, and the residents in the affected building will eventually have to reimburse the community for the cost of the solution. The source of this authority is the governing documents cited below. To carry out its duty to coordinate, the Board, acting through the Management Agent, should proceed as follows:

- When the Management Agent first hears of the problem, it will expeditiously contact the affected owners, offer its expertise, and try to get the affected residents to agree on a course of action and cost of allocating the repair. This could be quite easy if it is clear that the repair can be quickly and cost effectively made within a single unit.

- If the Management Agent determines that timely agreement among the affected residents is not possible, it will inform the affected residents that:

- (a) under our By-laws and Mater Deed, the Glen is taking charge of the repair and that the unit owners must cooperate by granting access to their property;

- (b) the Glen is retaining expertise to determine the most cost effective way to resolve the problem;

- (c) the affected residents will be expected to reimburse the Glen for the cost of any installation or repair, with the cost being divided between the units through which the pipe to be replaced will pass (for example, all of the units in the building if the entire common pipe must be replaced); and

(d) the individual owners will be responsible for both arranging and financing any carpentry repairs to walls within individual units.

### **Governing Documents**

#### By-laws Exhibit A

Provides that the water supply lines inside the units are the responsibility of the owners.

#### Master Deed Article 27

Allows the Board to enter units in order to conduct repairs *for which either a unit or the Association is responsible [emphasis added]*; and, if the owner is responsible for the need to enter, the work will be at the expense of the owner.

#### Master Deed Article 22

Grants easement for pipes and other conduits through units for the benefit of adjoining units and to adequately serve each unit.

#### Master Deed Article 24

Provides that if any family unit “encroaches upon” any other family unit for repair or restoration, there is an easement for such encroachment.



# COMMON ELEMENTS USE APPLICATION and RELEASE FORM

I, \_\_\_\_\_, hereby represent and warrant that (i) I have read the Handbook Provisions regarding use of the common elements and I am familiar with the rules and regulations therein; (ii) I will use common elements in accordance with the rules and regulations pertaining thereto and the condominium instruments; and (iii) I am responsible for my conduct on the common elements, and the conduct of my tenants, residents, family members, guests, invitees, etc.

I hereby release and agree to hold harmless the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, damages to my person or property, direct or indirect, including but not limited to costs and attorney's fees, arising from, caused by, or the result of my use or the use of the common elements by my tenants, residents, family members, guests, invitees, etc.

I hereby acknowledge that the Council is not a bailee for any personal property that may be placed in the common element and shall not be responsible for any personal property that is damaged, lost or stolen.

I hereby acknowledge that my use of the common elements is hereby limited to the following:

Proposed Date Requested: \_\_\_\_\_

Proposed Time Period for Event: \_\_\_\_\_

Proposed Location of Item to be placed in common elements: \_\_\_\_\_

Item to be placed in common elements:

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I hereby acknowledge that I will contact Virginia Utility Protection Service (VUPS) or Miss Utility of Virginia in advance if the item to be placed in the common elements requires ground pins or stakes.

Signature:  
Print Name:  
Address:

Date:

*To be completed by Association representative only:*

Received by: \_\_\_\_\_

Approved? \_\_\_\_\_

Board Delegated Authority Signature: \_\_\_\_\_

***Once completed, submit to the Glen property manager, whose contact information appears in the contact list that is attached to the Glen's newsletters. The Glen's newsletters are published on the Glen's website at [www.fairlingtonglen.com](http://www.fairlingtonglen.com).***

# Variance for Installation of Lock on B-Building Front Door

Date Submitted \_\_\_\_\_  
Co-Owner Coordinating \_\_\_\_\_  
Submission Type: Email \_\_\_\_\_ Paper \_\_\_\_\_

We the below signed co-owners of the B-Building at <address> \_\_\_\_\_ in Court \_\_\_\_\_ request approval to install a lock on the shared front door while adhering to the following guidelines:

- All four co-owners agree that they approve adding the lock to the front door.
- All four co-owners agree they will pay to purchase the lock.
- All four co-owners agree they will pay to have the lock installed.
- All four co-owners agree they will be responsible for future maintenance of the lock.
- All four co-owners understand the code or a spare key must be shared with the onsite manager to ensure the onsite staff has access to the building.
- All four co-owners understand that any disruption to mail or package delivery is their responsibility to mitigate and manage.
- All four co-owners understand they must contact Arlington County Non-Emergency ~~Non-Emergency~~ Services at 703-558-2222 to report the lock on a multi-family door.

By signing this document, we agree to compliance with all items outlined above.

Co-Owner Unit A-1 Name \_\_\_\_\_

Co-Owner Unit A-1 Signature \_\_\_\_\_

Co-Owner Unit A-2 Name \_\_\_\_\_

Co-Owner Unit A-2 Signature \_\_\_\_\_

Co-Owner Unit B-1 Name \_\_\_\_\_

Co-Owner Unit B-1 Signature \_\_\_\_\_

Co-Owner Unit B-2 Name \_\_\_\_\_

Co-Owner Unit B-2 Signature \_\_\_\_\_

The completed form can be delivered to the onsite manager's office (adjacent to pool) or an electronic version can be sent to the onsite manager or Management Agent via email. For the onsite manager's and Management Agent's contact information please see the contact section on the Fairlington Glen website: [www.fairlingtonlen.com](http://www.fairlingtonlen.com).



# Fairlington Glen

## Swimming Pool Permission Form

Revised May 25, 2022

Children 10-12 may come to the pool on their own without a parent or responsible person 16 years or older if they have appropriate swimming skills to be safe at the pool and have a signed permission slip by a parent or legal guardian. The resident child is not authorized to bring any guests. The pool management company or one of its lifeguards have the authority to revoke this privilege at any time and the child/children will only be admitted to the pool with an authorized adult.

Child's Name, \_\_\_\_\_, Date of Birth \_\_\_\_\_, Age \_\_\_\_\_

Child's Name, \_\_\_\_\_, Date of Birth \_\_\_\_\_, Age \_\_\_\_\_

Child's Name, \_\_\_\_\_, Date of Birth \_\_\_\_\_, Age \_\_\_\_\_

Child's Name, \_\_\_\_\_, Date of Birth \_\_\_\_\_, Age \_\_\_\_\_

The above-named child/children have my permission to be at the Fairlington Glen Pool unchaperoned. During this time, I can be reached at the following phone numbers:

\_\_\_\_\_

If I am not available, \_\_\_\_\_ is a back-up adult that can be reached at the following phone numbers: \_\_\_\_\_

\_\_\_\_\_ (check if applicable) My child/children have allergies or medical conditions that may require emergency attention. If yes, please provide any necessary information for the pool manager or lifeguard.

I have read the rules above and understand them. As a parent/legal guardian, I accept responsibility that my child/children have appropriate swimming skills to be safe at the pool. I take responsibility for ensuring my child/children adhere to the pool rules and regulations. If my child/children do not adhere to the rules and regulations, this privilege can be revoked. I consent to emergency medical procedures deemed advisable for my child in the event I cannot be reached and my child has sustained an injury.

Parent/Guardian Name (please print) \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Home Address and Court: \_\_\_\_\_



## **Liability Release and Indemnification Form for Private Swim Instruction May 28, 2022**

Group or private swim lessons may be arranged through the pool manager prior to the pool opening hours or when lifeguards are not working. Fairlington Glen residents' private arrangements with non-resident swim instructors are allowed, provided that:

- (1) the instructor is an eligible guest of the resident employing him/her, which requires, among other things, that the employing resident be present in person while his/her guest is at the pool. It is acceptable to send a surrogate 16 years or older to supervise;
- (2) the instructors observe the same rules governing pool usage that apply to residents, in particular the usage of lap lanes;
- (3) the instruction can take place Monday – Friday until 3pm and Sunday from 10am – 12 noon; and
- (4) the following provisions on liability are observed:
  - (a) all private instructors must provide proof of general liability insurance coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for the full benefit of Fairlington Glen (“the Glen”), with the Glen named as an additional insured under the terms of such coverage, and
  - (b) private instructors and parents/guardians must execute a hold-harmless agreement in favor of the Glen, including indemnification and defense provisions
  - (c) residents and private instructors must submit an application to the Glen on-site manager for review and approval before instruction can begin.

I hereby acknowledge and accept that there are risks of serious physical injury or even death in participating in recreational activities, including, but not limited to, swimming and swimming lessons taking place at the Fairlington Glen pool facility. Fairlington Glen does not make any representations or warranties about the condition of the swimming pool or its related equipment or whether they are safe to use or free from defects or hazards.

I further acknowledge and agree that I am solely responsible for the safety of my child (minor under my care) and that by signing below and to the fullest extent permitted by applicable law, I hereby forever waive and release Fairlington Glen, its officers, directors, employees, volunteers and authorized agents from any and all claims, actions, causes or action, losses, damages, or injuries, including death, that I or my child (minor under my care) or that any of my family members, residents, guests, tenants, or licensees or invitees may sustain arising out of or resulting from my or my child's (minor under my care) participation in private swim instruction at the Fairlington Glen pool facility.

I acknowledge that I have read and understand the contents of this document and I hereby warrant that I shall indemnify, defend and hold harmless Fairlington Glen, its officers, directors, employees, volunteers and authorized agents from and against any and all claims, actions, causes of action, judgments, liabilities, losses, injuries or damages to persons or property, costs and expenses, including reasonable attorneys' fees and court costs, arising out of my use, or that of any of my family members, residents, guests, tenants, or licensees or invitees, or my child's (minor under my care) use of and participation in any private swim instruction at the Fairlington Glen pool. I further acknowledge and agree that this Liability Release and



Indemnification Agreement extends to all negligent acts, errors or omissions or willful or intentional misconduct on my part or any surrogate appointed by me to accompany and supervise my child during swimming instruction at the Glen and is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Virginia. I further warrant that I shall not seek or make any claim on any insurance policy held by Fairlington Glen. The warranties and representations made herein shall survive the termination of this Agreement for any reason.

Print Name of Parent/Guardian: \_\_\_\_\_  
Signature of Parent/Guardian: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

I hereby warrant that I shall indemnify, defend and hold harmless Fairlington Glen, its officers, directors, employees, volunteers and authorized agents from and against any and all claims, actions, causes of action, judgments, liabilities, losses, injuries or damages to persons or property, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from my providing private swim instruction at the Fairlington Glen pool. The undersigned agrees that this Liability Release and Indemnification Agreement extends to all acts of negligence and is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Virginia. The undersigned further agrees to not seek or make any claim on any insurance policy held by Fairlington Glen. This warranty shall survive the termination of this Agreement for any reason.

Print Name of Instructor: \_\_\_\_\_  
Signature of Instructor: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Attached is proof of general liability insurance naming Fairlington Glen as an additional insured.

Review and Approval of Fairlington Glen Onsite Manager  
Date:

## POLICY RESOLUTION NO. 2

### REPAIR/REPLACEMENT OF PATIO FENCES

WHEREAS, Article IV, Section 2, of the By-Laws assigns the Board of Directors with all of the powers and duties necessary for the administration of the affairs of the Association; and further states that the Board may do all such acts and things as are not by the Declaration or these By-Laws directed to be exercised and done by the Unit Owners; and,

WHEREAS, Article IV, Section 3 of the By-Laws enables the Board to adopt any rules and regulations ("Rules and Regulations") deemed proper, respecting the use, occupancy and maintenance of the Association; and,

WHEREAS, Article VI, Section 6, Subsection 13, establishes certain limitations on the Limited Common Elements; and,

WHEREAS, in order to assure the repair/replacement of the fencing surrounding patio areas, the Board wishes to establish a Fence Repair/Replacement Policy:

NOW THEREFORE, BE IT RESOLVED that the following Fence Repair/Replacement policies be adopted by the Board:

1. Fencing Repair/Replacement. Although all Association employees are instructed to exercise reasonable care to avoid damage, some unavoidable damage does occur to brick paving, edging, plants, tool sheds, etc. Unit owners have control over what is built, placed and planted in the patio subject to Article VI, Section 6, Subsection 13. Unit owners will be notified in writing one week prior to actual repairs, by written notice through the door. Requests for special arrangements may be presented to the Board or Managing Agent during the week prior to commencement of repairs.
2. Restrictions. Posts that hold up patio fences are presently placed in concrete that are fifteen inches (15") to eighteen inches (18") in diameter. Anything built, placed or planted within a three-foot (3') radius of a post in the patio area shall be done at the owner's risk.
3. Association Not Responsible. Nothing in this resolution shall be construed to hold the Owners' Association or the Board responsible for damage to anything built, placed or planted in the patio area when reasonable care is exercised during the repair/replacement of fences.

Signed by Richard Ehlke, President  
April 3, 1982

## **ADMINISTRATIVE RESOLUTION NO. 95-2**

### **SPECIALLY ASSESSING COSTS OF COLLECTION**

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

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

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

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

account shall be the charge incurred by the Association for the management agents or fee for such service. All postage charges billed to the Association from the managing agent or attorney shall also be specially assessed against the account.

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

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

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

## FAIRLINGTON GLEN COUNCIL OF CO-OWNERS

### RESOLUTIONS ACTION RECORD

Resolution Type: Administrative No. 95-2

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

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

March 28, 1995

# **ADMINISTRATIVE RESOLUTION NO. 95-3**

## **COLLECTION PROCEDURE**

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

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

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

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

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

A. The time for payment will be the first of each month.

B. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or as modified in writing by a Unit Owner. Additional notices may be mailed to any alternate address or other address believed to be the residence or location where the owner receives mail.

C. Nonreceipt of an invoice shall in no way relieve a Unit Owner of the obligation to pay the amount due by the Due Date.

## **II REMEDIES FOR NONPAYMENT OF ASSESSMENTS**

A. If payment is not received within 10 days after the due date a late fee of \$3.00 shall automatically be charged to the account for each month that the payment is delinquent.

B. If an account becomes 30 days or more delinquent a notice shall be mailed to the delinquent owner by certified mail return receipt. An administrative charge for the costs of preparing and mailing the letter shall be added to the account. The administrative charges for mailing this letter shall be \$10.00 plus actual postage charges or such higher sum as management or an attorney may charge to send a notice to the delinquent owner. The letter may be mailed by management, the attorney for the

Association or any Board Member. Additional notices may be sent but the Association shall be required to only mail one notice before proceeding with additional action on an account that is 30 days delinquent. If additional notices of delinquency are mailed to the owner or to alternate addresses, the same charges may be assessed by the Association for each additional notice mailed.

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

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

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

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

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

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

FAIRLINGTON GLEN COUNCIL OF CO-OWNERS

RESOLUTIONS ACTION RECORD

Resolution Type: Administrative No. 95-3

Pertaining to: Collection Procedure of the Association

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

March 28, 1995

# **POLICY RESOLUTION NO. 96-1**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

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

The second citation shall also warn the Co-Owner of the Board's power to impose monetary charges for offenses of the Council's regulations and shall inform the Co-Owner of his/her right to request a hearing before the Board of Directors to contest the



citation. The notice of citation shall request that the Co-Owner confirm in writing by a certain date his/her desire for a hearing to contest the citation.

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

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

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

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

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

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

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

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

the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice.

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

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

Pertaining To: Due Process in Enforcement Cases

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

# POLICY RESOLUTION NO. 97-1

## UNIT LEASING

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Within 15 days of the rental of his/her condominium, a co-owner must provide written notice to the Council of Co-Owners, through the managing agent, of the following: (a) names and telephone numbers of all occupants in the unit; (b) name and telephone number of rental agent, if any; (c) telephone number where the co-owner may be reached in an emergency; and (d) the term of the lease.
2. All leases shall be made subject to the Master Deed, Bylaws, and Rules and Regulations ("governing documents") of the Council.
3. All co-owners leasing their unit must include the attached addendum (or such language) to or in all leases.
4. No action set forth in Paragraph 7 below shall be brought by the Council unless the Council of Co-Owners provides the co-owner and lessee with a notice of violation and an opportunity to be heard at a hearing. The co-owner must request a hearing by submitting a written request to the Council's Managing Agent within the time period (not less than ten (10) days from the date of the notice) set forth in the notice of violation.

Upon receipt of the written request for a hearing, the Board shall schedule the hearing and send notice of such hearing at least fourteen days in advance thereof, by hand-delivery or by registered or certified United States mail, return receipt requested, to the co-owner and lessee.

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

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

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

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

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

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

FAIRLINGTON GLEN CONDOMINIUM  
COUNCIL OF CO-OWNERS

LEASE ADDENDUM

FAIRLINGTON GLEN CONDOMINIUM COUNCIL OF CO-OWNERS

THIS ADDENDUM is made to the Lease, dated \_\_\_\_\_, 20\_\_\_\_, [19\_\_\_\_, in original]  
Between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_ ("Lessee").

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

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

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

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

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

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 [19\_\_\_\_ in original].

Lessor \_\_\_\_\_ Lessee  
\_\_\_\_\_

Lessor \_\_\_\_\_ Lessee  
\_\_\_\_\_

# **POLICY RESOLUTION NO. 99-1 SATELLITE AND EXTERIOR ANTENNA**

## **GUIDELINES**

### **RECITALS:**

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

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

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

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

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

### **I. DEFINITIONS**

A. Antenna: any device used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS). (Masts, cables, supports, conduits, wires, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.)

B. Mast: structure to which an antenna is attached that raises the height of the antenna.

C. Transmission-only antenna: any antenna used solely to transmit radio, television, cellular, or other signals.

D. Co-Owner: any party named in a deed of record as a Co-Owner of a unit in the Condominium or any party who acts with the written permission of the Co-Owner to install an antenna.

E. Telecommunications signals: signals received by DBS satellite dishes or television broadcast and MDS antennas.

F. Exclusive-use area: patio areas designated in the Council's governing documents as a limited common element.

## II. APPLICATION/NOTIFICATION RULES

A. Co-Owners must now submit an application to the Board for approval of their proposed antenna before installation. Antennae which are installed wholly within a unit and which do not involve structural modifications to the unit, shall only require an application where such installation, in the opinion of the Board, has a material impact on the external appearance of the condominium.

B. If a Co-Owner submits an application to the Board for approval of the antenna, the Board will review the application on an expedited basis. If the application meets all of the required criteria stated in these rules, the Board will endeavor to review the application and issue a written notice of its decision to the Co-Owner within 30 days of the Board's receipt of the application.

C. Co-Owners must send their applications for Board approval in writing to the Variance Coordinator using the Variance Request Form.

D. At the discretion of the Board, either the Board, its designated committee, or the Council's managing agent may act for the Council in implementing this policy.

## III. INSTALLATION RULES

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

1. Co-Owners (or anyone acting with the Co-Owner's written permission) may install a DBS dish that is one meter (39 inches) or less in diameter. Satellite dishes which are larger than one meter in diameter are strictly prohibited.

2. Co-Owners (or anyone acting with the Co-Owner's written permission) may install a MDS antenna that is one meter or less in diameter. MDS antennas which are larger than one meter in diameter are strictly prohibited.

3. Pursuant to the FCC rule, Co-Owners (or anyone acting with the Co-Owner's written permission) may install a regular TV antenna designed to receive broadcast stations.

4. Co-Owners may not install any type of antenna which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are strictly prohibited.

5. Any type of antenna not specifically protected by the FCC rule is strictly prohibited.

6. Co-Owners (or anyone acting with the Co-Owner's written permission) may install no more than one antenna for each type of service.

## B. Location

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

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

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

The Board will not recognize any conversion of limited common element property to individually owned property if a Co-Owner installs the antenna in any of the approved limited common element locations.

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

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



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

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

#### C. Installation on Exclusive Use Areas

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

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

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

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

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

a. Devices which permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;

b. Devices (i.e., ribbon cable) which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or

c. Devices which use the Condominium's existing wiring for receipt of telecommunication and cable service signals.

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

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

#### D. Maintenance

1. Co-Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, the costs to:

- a. Place (or replace), repair, maintain, and move or remove antennas;
- b. Repair damage to any property caused by antenna installation, maintenance or use;
- c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
- d. Reimburse residents or the Council for costs incurred to correct damage caused by antenna installation, maintenance or use;
- e. Restore antenna installation sites to their original condition after removal of the antenna.

2. Co-Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Co-Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.

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

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

## E. Safety

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

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

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

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

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

## IV. ANTENNA CAMOUFLAGING

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

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

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

## V. MAST INSTALLATION

A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals but shall, in no event, extend above the horizontal plane of the top of the rear fence.

B. Masts must be installed by licensed and insured contractors.

## VI. ANTENNA REMOVAL

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

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

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

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

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

## VIII. INSURANCE

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

## IX. INSTALLATION BY TENANTS

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

## X. ENFORCEMENT

If these rules are violated, the Council reserves all of its legal remedies, including, but not limited to, the enactment of special charges, subject to the due process procedures set forth in Virginia Code Section 55-79.80:2.

If any antenna installation poses a serious, immediate safety hazard or threat to property, the Council reserves the power to remove the antenna without notice to the Co-Owner; however, whenever practical, the Board shall provide advance written notice to the Co-Owner of the Board's concerns for safety and its request of the Co-Owner to remove, relocate, or re-secure the antenna.

## XI. SEVERABILITY

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

## RESOLUTION ACTION RECORD

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

## **POLICY RESOLUTION NO. 03-1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNCIL OF CO-OWNERS OF THE FAIRLINGTON GLEN CONDOMINIUM



## **POLICY RESOLUTION NO. 07-2**

### **ELECTRONIC NOTICE AND VOTING**

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

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

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

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

1. Meeting Notice: The Council will be entitled to utilize electronic transmission for notice of meetings of the Council if they receive authorization from the owner. Such authorization may include, but not be limited to, receipt of an electronic mail or facsimile, from the owner authorizing use of such electronic transmission. The Council shall be entitled to rely upon such authorization unless expressly revoked by the owner.

2. Electronic Voting: Subject to any specific rules specified by the Board for particular meetings or votes, the Council may accept the vote, ratification or proxy of any owner submitted by electronic transmission (e.g., facsimile/electronic mail), provided that such transmission shall either set forth, be submitted with, or otherwise satisfy the Board, or its delegates, that the electronic transmission was authorized by the owner.

### **RESOLUTION ACTION RECORD**

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

# **POLICY RESOLUTION NO. 09-1**

## **ANNUAL MEETING PROCEDURES**

WHEREAS, Section 55-79.75 (A) and Section 55.79-77 (D) of the Virginia Condominium Act provide that notice of an annual meeting shall be provided at least twenty-one (21) days in advance and that votes may be cast pursuant to a proxy or proxies duly executed by on behalf of a unit owner;

WHEREAS, Article III, Section 4, of the Bylaws of the Fairlington Glen Condominium Council of Co-Owners ("Council) provides that the Secretary, or other Board designee, shall mail a notice of each annual meeting, stating the purpose thereof as well as the date, time and place where it is to be held to each co-owner at least twenty-one (21) days before such meeting;

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

WHEREAS, the Board believes that it is in the best interest of the Council to establish a formal process detailing certain procedures governing the annual meeting and the budget adoption process.

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

### **INITIAL ANNUAL MEETING PACKET**

Approximately eight (8) weeks before the annual meeting, the Board will distribute to eligible co-owners an initial annual meeting packet containing: (1) the proposed budget; (2) any explanatory material; (3) draft minutes of the prior annual meeting; and (4) other proposed agenda items. The initial packet will not include proxies.

In the cover letter for the initial annual meeting packet, the Board will: (a) announce a deadline or deadlines (which shall be at least two (2) weeks from the date the initial annual meeting packet is distributed) for submission of (1) proposed amendments to the budget, (2) other proposed agenda items, and (3) candidates for the Board. Proposed amendments to the budget will address the proper amount to be spent on a particular line item rather than the question of whether the Glen should be engaged in a

particular activity, the manner in which that activity is conducted, or other non-budget issue. The stated deadline will be strictly observed and no budget amendments will be submitted after such deadline. Candidates for the Board must be eligible co-owners and have indicated, in writing by a deadline established by the Board, a willingness to serve on the Board. Board nominations may be made from the floor where there are more vacancies than candidates.

## ANNUAL MEETING NOTICE

Approximately four (4) weeks before the annual meeting (but in no event less than twenty-one days before the meeting), the Board will distribute the formal annual meeting notice detailing the date, time, place and purposes of the annual meeting and containing a proxy form allowing owners to vote on the budget proposed by the Board, any timely proposed amendments, the election of directors, and other motions, if any, that the Board may place before the Council. If amendments to the budget have been timely proposed, the Board will include statements of reasonable length (to be determined by the Board) from the proponents of the amendments and statements from the Board stating its positions on the amendments.

## VOTING PROCEDURES

Election of directors shall be by plurality vote with the candidates receiving the greatest number of votes being elected and, in the event the vacancies are for differing length terms, the longer terms shall go to the candidates receiving the most votes (in order). All other decisions shall require approval of a majority of the members present in person or by proxy and voting except for changes to by-laws, which shall require a vote of sixty-seven (67) percent of the total eligible membership.

The Chairperson (the President unless otherwise designated by the Board) shall preside over the meeting, appoint inspectors of election if deemed necessary, and make procedural determinations. Roberts Rules of Order shall be the parliamentary authority to be used at the meeting.

## RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on July 6, 2009.

## POLICY RESOLUTION NO. 12-02

### POLICY REQUIRED UNDER VIRGINIA LAW FOR THE RECEIPT AND RESOLUTION OF COMPLAINTS

**WHEREAS**, the Virginia Code 55-530(E) and Regulations (Chapter 70, Part One of the Common Interest Community Ombudsman Regulations) require community associations to adopt a policy and procedures for the receipt and resolution of complaints alleging a violation of applicable law or regulations; and

**WHEREAS**, Section 18VAC48-70-10, *et seq*, of the Virginia Administrative Code requires that the Council enact the written complaint procedures required by Section 55-530(E) of the Virginia Code by September 28, 2012 and outlines the requirements of said complaint procedures; and

**NOW, THEREFORE**, the Board of Directors adopts the following policy and procedures:

**1. Complaint Form.** In order to properly submit a complaint, the complaining party must fully complete the Complaint Form attached hereto as Exhibit A and send it by mail, hand-delivery, or facsimile to one of the following addresses or numbers:

Fairlington Glen Condominium Council of Co-Owners  
c/o Terry McGuire, Property Manager  
Cardinal Management Group, Inc.  
4330 Prince William Pkwy, Suite 201  
Woodbridge VA 22192  
Fax: 703-866-3156

**2. Required Information.** The Council shall review the Complaint Form in order to determine if it is complete and actionable. A complaint must specifically allege a violation of applicable law or regulations by the Council. If the complaint does not express such an allegation, the complaint is not actionable, and this policy shall not apply. If the complaint is complete and actionable, the Council will accept it for review and decision. If the complaint is incomplete or not actionable, the Council will not accept the complaint and shall notify the complainant why the complaint was not accepted and what additional documentation or information is necessary, if applicable, to process the complaint. In either case, the Council will provide a written response to the complainant within 7 days by either certified mail or hand-delivery. Acknowledgment of receipt

and either acceptance or rejection may be sent via electronic means if the complainant has consented to receive electronic communication from the Council, and, in such event, the Council shall retain a record of delivery of such acknowledgment.

**3. Review Period.** Assuming the complaint is accepted for review, either upon initial filing or upon receipt of additional information or documentation, the Council shall then undertake best efforts to complete its review of the complaint within thirty (30) days of receipt. If a complainant fails to submit any required and requested documentation or information to the Council within fourteen (14) days of the Council's written request, the Council shall deem the matter closed.

**4. Meeting or Hearing.** After conclusion of the review period, the Council shall provide written notice to the complainant of the time, date and location of either a hearing or meeting of the Council's representatives who will make a final decision regarding the complaint. The written notice shall be sent to the complainant via either hand-delivery or certified mail, return receipt requested, no less than 14 days in advance of the meeting or hearing. The written notice may be sent via electronic means if the complainant has consented to receive electronic communication from the Council and, in such event, the Council shall retain a record of delivery of such acknowledgment.

**5. Notice of Decision.** The Board of Directors shall determine the representatives of the Council who shall conduct the proceedings and make a final decision on the complaint. Notice of that decision ("Notice of Decision") shall be rendered to the complainant by certified mail or hand delivery within 7 days of the decision. The Notice of Decision shall be dated as of the date of the decision, include specific citations to the laws or regulations of Virginia that led to the final decision, and shall include the Common Interest Community registration number for the Council. If applicable, the Notice of Decision shall also state the name and license number of the common interest community manager involved.

**6. Appeal to Ombudsman.** The Notice of Decision shall also advise the complainant of his or her right to file a Notice of Adverse Decision to the Office of the Common Interest Community Ombudsman and provide the data necessary to do so.

**7. Record Keeping.** The Council shall maintain a record of all complaints for no less than one year from the date of the Council's final decision, including incomplete and non-actionable complaints.

**8. Availability.** A copy of these procedures shall be made available upon request, and on the Council's website.

**9. Resale Disclosure Packet.** A copy of these procedures shall be included in any resale disclosure packet issued after the effective date below.

**10. Annual report.** The Council shall certify with each annual report filing that the Council complaint procedure has been adopted and is in effect.

The effective date of this Resolution shall be September 28, 2012. The Council may amend the address to which complaint forms are to be sent without amending the entire policy.

Duly adopted at a meeting of the Board of Directors held August 14, 2012.

**Exhibit A**

**FAIRLINGTON GLEN CONDOMINIUM COUNCIL OF CO-OWNERS  
COMPLAINT FORM**

**(To comply with Section 55-530 of the Virginia Code)**

**You must use this form to file a complaint. Please complete, sign and date this form and mail, or fax it to the Council's common interest community manager at the address below:**

Fairlington Glen Condominium Council of Co-Owners  
c/o Karen A. Conroy, Property Manager [<sup>1</sup>]  
Cardinal Management Group, Inc.  
4330 Prince William Pkwy, Suite 201  
Woodbridge VA 22192  
Fax: 703-866-315

**Name of Complainant(s):**

\_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone: (Home)** \_\_\_\_\_ **(Work)** \_\_\_\_\_

**(Mobile)** \_\_\_\_\_ **(Email)** \_\_\_\_\_

**Preferred method of communication:** \_\_\_\_\_ **Writing** \_\_\_\_\_ **E-mail**

**Please describe the nature of your complaint, including relevant times, dates and locations, and the specific provision of state law and/or regulations that you believe has been violated (please attach all documents and communications supporting your complaint – you may use additional pages):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and address of persons who are the subject of complaint**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
[<sup>1</sup> Name in original document.]

**Explain what you want the Council to do in response to your complaint:**

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**You must date and sign this form. Anonymous complaints will not be accepted.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**The Council will maintain a record of your complaint for one year from the date upon which it takes action to resolve your complaint.**

*To be completed by Council representative only*

**Received by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# ADMINISTRATIVE RESOLUTION NO. 18-1

## REQUESTS FOR EXAMINATION AND COPYING OF THE COUNCIL'S RECORDS

**WHEREAS** Section 55-79.74:1 of the Virginia Code provides unit owners (co-owners) who are in good standing the opportunity to examine and copy certain records of the Council of Co-Owners (Council), subject to procedures approved by the Board of Directors (Board) under its power to enact and amend rules and regulations; and

**WHEREAS** Section 55-79.74:1 of the Virginia Code provides that the Council may recover the costs of materials and labor for copies of requested books and records, provided that the Board has adopted a cost schedule that (i) specifies the charges for materials and labor; (ii) applies equally to all unit owners in good standing; and (iii) is provided to any unit owner at the time the request is made; and

**WHEREAS** the Fairlington Glen Board is responsible for fostering an open and participative community in which owners and residents can have their voices heard, and providing information to further such participation (FAIRLINGTON GLEN HANDBOOK 2015, p. 15).

### **NOW, THEREFORE, BE IT RESOLVED:**

#### A. Record Keeping and Access to Records

1. The Board shall establish a records retention policy to be followed by the Council, working with the management agent.
2. Informal Access. The Board shall designate information to be maintained as electronic records, updated at appropriate intervals, and available on request by co-owners. Electronic copies of such records, as well as those held by individual Board or Committee/Coordinator members involved in the performance of their responsibilities or authorities, may be made available at no cost when sent via email to the requestor or when available on the Council's website or via other electronic means. Neither the record request form (Exhibit A) nor the charges (Exhibit B) outlined below shall normally apply to such informal sharing of information among co-owners, whether digitized or on paper. An exception is when an entire disk is provided, in which case costs will be decided on a case by case basis. Requests of minimal time and cost to the management agent may also be waived by the Board or its delegate and assumed by the Council.
3. Formal Access.
  - (a) Subject to certain exceptions set forth in Section 55-79.74:1 of the Virginia Code and also below, and provided that the request to examine books and records relates to the business of the Council and not for pecuniary or commercial reasons, co-owners in good standing shall

have the right to examine and copy condominium records. Good Standing shall be defined to mean that a member is current in the payment of assessments and any other financial obligations to the Council and compliant with all other responsibilities of membership.

(b) Co-owners wishing to examine and to copy records must complete fully the attached form (Exhibit A) and file it with the Council's managing agent or other duly appointed representative, who will provide within a reasonable time an estimated cost based on the cost schedule attached hereto as Exhibit B or any updates later put into effect. After receipt of payment, the Council shall set-up an inspection meeting or provide the co-owner with copies as provided under Section 55-79.74:1 of the Virginia Code. Adjustments based on actual time and copying costs will be made.

(c) Whenever a co-owner makes a written request to examine original records under "(b)," above, the Council shall have a member of its managing agent's company meet with the co-owner and serve as a custodian of the records for the protection of the documents. The Council will include the cost of this service in the estimate and may establish reasonable limitations on how long such meetings may last.

(d) After a co-owner has requested formal access under "(b)," above, the co-owner and the Council may agree on a procedure for providing the requested records without formal office visitation and at reduced cost, via the means and sources stated in the informal access provision of "2," above.

## B. Exempt Records

The following records are exempt from the co-owner's right to examine and copy:

1. Personnel matters related to a specific, identified employee and person's medical records;
2. Any documentation which relates to a (i) contract, lease or other commercial transaction currently under negotiation; (ii) pending or probable litigation; (iii) matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the Council documents or rules and regulations;
3. Communications with legal counsel which are protected by the attorney-client privilege;
4. Any records that any law prohibits the Council from providing to a 3<sup>rd</sup> party;
5. Minutes and other records reviewed in an executive session of the Board or Committee;
6. Individual member files, other than those of the requesting member;
7. Any drafts or other documents not yet approved by the Board for incorporation into the Council's books and records.

### C. Miscellaneous

1. The Council shall not have any obligation to create documents in response to a co-owner's request for records.
2. Co-owners may make a written appeal to the full Board of any decision made under this policy, provided that an appeal is made within 30 days of the date of the decision. The Board will hear and resolve the appeal.
3. The Board shall have the right to amend the cost schedule attached hereto without having to amend the entire resolution.

### Effective Date of Resolution

This resolution takes effect upon adoption by the Board of Directors and replaces Administrative Resolution No. 12-1, which is hereby revoked.

Duly adopted at a meeting of the Board of Directors held on February 13, 2018.

**Exhibit A**  
**FAIRLINGTON GLEN CONDOMINIUM COUNCIL OF CO-OWNERS**  
**RECORD REQUEST FORM**

You may use this form to request copies of or inspect the official records of the Fairlington Glen Condominium Council of Co-Owners ("Council"). In order to submit a proper request, please complete, sign and date this form and mail, e-mail, or fax it to the Council's common interest community manager at the address below:

Fairlington Glen Management Staff  
c/o Cardinal Management Group, Inc.  
4330 Prince William Parkway, Suite 201  
Woodbridge, Virginia 22192  
Facsimile: (703) 866-3156  
E-mail: [c.lewis@cardinalmanagementgroup.com](mailto:c.lewis@cardinalmanagementgroup.com) <sup>[2]</sup>

Name of Requesting Party: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Address of Property located within the Council if different than mailing:

\_\_\_\_\_

Phone (Home): \_\_\_\_\_

Phone (Work): \_\_\_\_\_

Phone (Mobile): \_\_\_\_\_

Email: \_\_\_\_\_

Please describe the records you wish to copy and/or inspect, including all relevant dates, names or other identifying information (attach separate schedule if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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[<sup>2</sup> Original document.]

Please describe the purpose of your request:

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Pease check applicable box(es):

I am requesting to receive copies of the above-referenced records. [ ]

I am requesting to conduct an in-person inspection of the above-referenced records. [ ]

I am requesting to inspect such records on \_\_\_\_\_ at \_\_\_\_\_. [ ]

(The Council will provide you confirmation of the appropriate time, date and location for the Inspection.)

Please be advised: Not all Council records are available for review and inspection, per Section 55-79.74:1 of Virginia Condominium Act. You will be notified if your request contains records subject to withholding. You will also be notified of the estimated cost, if any, related to your request and such charges must be paid in advance of the Council fulfilling your request.

Please also be advised: The Council is obligated to respond only to record requests from members of the Council who are in Good Standing. Good Standing shall be defined to mean that a member who is current in the payment of assessments and any other financial obligation to the Council and compliant with all other responsibilities of membership.

You must date and sign this form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A**  
**COST SCHEDULE**

Hourly rate for compilation and copying of materials:

By management agent Administrative Staff - \$75.00/hour

By management agent Accounting Staff - \$75.00/hour

By Community Manager - \$120.00/hour

By management agent Vice President - \$170.00/hour

By management agent Chief Financial Officer - \$175.00/hour

By management agent Principals - \$300.00/hour

These hourly charges shall be billed in fifteen (15) minute increments.

Copies shall be billed at a rate of \$0.12 per page.

These prices were in effect as of January 1, 2018 and are subject to change.