

**Bolling Brook Condominium Unit owners Association**

**3240 S. 28<sup>th</sup> Street  
Alexandria, Virginia 22302**

**Promulgating Letter**

This publication of the amended *Bolling Brook Condominium Unit owners Association Rules and Regulations Handbook* is issued by the Association's Board of Directors under the authority of Article 3, Section 3.1(f) of the Association's Bylaws.

The Rules and Regulations are designed to provide residents with important information about living in the Bolling Brook condominium community. All owners, residents, tenants, and guests are required to comply with the requirements contained herein. In addition, all leases for Bolling Brook units must require compliance by all tenants.

The Bolling Brook Board of Directors is responsible for enforcing the Rules and Regulations and may delegate enforcement authority to the Association's Managing Agent. All requests for review or appeals from actions taken to enforce the Rules and Regulations are to be submitted in writing to the Board of Directors.

The amended Rules and Regulations contained in the attached Handbook are effective immediately. Every effort has been made to ensure that these Rules & Regulations are consistent with the Association's Declaration and Bylaws, but in the event an irreconcilable conflict is discovered, the terms of the Declaration and Bylaws are controlling.

Heather Bingham  
President, Bolling Brook Condominium Unit owners Association  
Board of Directors  
April 2008

## **Preface: Living in a Condominium Community**

**Welcome to Bolling Brook Condominium from the Association’s Board of Directors.**

As a resident, you will notice three major differences between living in a condominium community versus living in a typical one-owner rental property:

- 1) Each “unit” is individually owned. The “unit owner” elects to either reside in the unit or lease to a “tenant.” Also, some unit owners utilize a “rental agent” to care for their unit;
- 2) The governing body of the condominium is the Bolling Brook Condominium Unit owners Association (here after referred to as the “Association”) whose membership includes all unit owners. This organization elects a seven-member Board of Directors to give direction over the normal operation of the condominium and to carry out the Associations responsibilities consistent with the Association’s Declaration, Bylaws, and Rules and Regulations (collectively referred to as the “Governing Documents”). The Board of Directors meets the last Thursday of each month unless otherwise posted; and
- 3) The Association’s on-site “Management office,” under the direction of the “Management Company,” manages the “common elements,” oversees the day to day operation of the condominium, and assists the Board of Directors in enforcing the Rules and Regulations set forth by the unit owners Board of Directors. Each unit owner is responsible for his/her own unit.

The Rules and Regulations are issued by the Board of Directors under the authority of the Bylaws of the Bolling Brook Condominium Unit owners Association. Compliance with these Rules & Regulations and all other Governing Documents must be expressly required by the terms of all leases. The Rules & Regulations are published and distributed to help answer your questions about living here and to help you understand your responsibilities, the authority and responsibility of the Management office, and, as appropriate, the Unit owner.

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## Chapter I

### Association's Management Office Role

The Association's Management office is staffed with a Property Manager and a Maintenance Engineer. The office is located in building 3240.

In case of an emergency during non-business hours or when the office is closed temporarily, the resident can call the emergency/after-hours number. The on-site staff's main areas of responsibilities are:

- ◆ Manage and maintain all common elements throughout the property (with some exceptions); and
- ◆ Provide enforcement of the Rules & Regulations and Bylaws of the Association.

#### *Section 1 – Common Elements*

The “common elements” are the portions of the Condominium, which are not included within the units. The common elements include, for example, the land, exterior building walls and roofs, the parking facilities, grounds and recreational and other community facilities located within the Condominium.

**1.1 Inspections** – The Property Manager and Maintenance Engineer regularly inspect the property. On a daily basis the front doors are checked, the gas water heater systems monitored, and the property spot-checked for potential maintenance problems. The Property Manager inspects the interior and exterior of the common element portions of the buildings and notes repairs on a weekly schedule. In turn, indicated repairs are scheduled for completion.

**1.2 Parking Regulation** – The Property Manager enforces all parking regulations. (*See Appendix 2 of Chapter IV for the “Parking Regulations.”*)

**1.3 Scope of Maintenance/Repairs** – Covers all repairs needed throughout the common elements, which includes: the buildings' front doors, changing of light bulbs in common

elements, changing of mailbox locks, pool repairs, and numerous other duties.

*NOTE: Repairs performed to common elements will be charged to Unit owner if damage is due to the act, neglect or carelessness of the Owner or the family, tenants, guests, etc. {Owners are responsible for routine cleaning of any balconies, patios and fences attached to/used by that Owner's Unit.}*

**1.4 Grounds** – The Property Engineer is responsible for pick-up of trash throughout the exterior common elements of the property (*including parking lots*), watering of grass, weeding of flower beds and general exterior appearance duties as required. The Property Engineer is also responsible for sweeping and mopping the storage room floors, except for the areas of the floors which are assigned to a specific unit.

**1.5 Service Contracts** – The Association has engaged the following service contracts:

- Cleaning Service Company– to clean all interior common elements and front entry areas.
- Landscaping Company – seasonal mowing, edging, seeding, and fertilization of all grass areas and other. In addition, the lawns are treated with weed killer and plant food.
- Trash Removal Company – is provided on a bi-weekly basis - see office for schedule. (*with the exception of certain holidays*). *{NOTE: Our contract does provide for removal of items that cannot be placed in the dumpster, as long as they are NOT appliances or hazardous items. See Chapter II, Section 8.10 for removal procedures.}*
- Pest Control (or) Extermination Company – The Association provides “unit” exterminating services and treatment for insects free of charge upon request. Contact office for schedule. (*See Chapter II, Section 12, for request procedures.*)

- Pool Company – provides maintenance and a lifeguard during pool season.
- Snow Removal Company – provides service to plow snow and distribute ice melting/sand products on the driveways, sidewalks and common elements during the snow season.

### **Section 2 – Limited Common Elements**

Certain common elements are designated as “limited common elements,” e.g., patios and balconies. The Association maintains the paint and repairs structural materials of the patios and balconies; in cases where damage is due to neglect, carelessness or abuse, the Unit owner is charged for any such repairs. (See Chapter II Section 5 for resident responsibilities for maintenance of balconies and patios.)

### **Section 3 – Forms & Notices**

**3.1 Notices** – The bulletin boards in each building, located in the mail box area, serve to accommodate all Management notices. On occasion, notices are placed in front of each unit door. (See Chapter II Section 8.7 for resident use of bulletin boards.)

**3.2 Registration Forms** – The following registration forms or documents are required by the Association, to be held and maintained by the Management office:

- Copy of rental lease and addendums (Applies to Renters).
- Settlement documents or other written confirmation of ownership including names of all owners, unit addresses, mailing address (if different), and date of settlement (Applies to Owners).
- “Resident Information” sheet upon move-in.. {NOTE: You are required to keep your information updated at all times.}
- Parking Registration will take place prior to move-in; and, thereafter, annually or when a new permit is necessary. (See Appendix 2 of Chapter IV for the “Parking Regulations.”)
- Pool Pass Registration - Pool passes are distributed by the Property Manager. Each unit will receive one pool pass for each person

residing in the unit as recorded on the Resident Information sheet, and one guest pass. Additional passes, if available, must be requested from the Management office.

### **Section 4 – Emergencies & Unit Access**

Management responds as soon as possible 24 hours a day to any emergency involving or threatening the common elements or more than one unit deemed as “life threatening” or in the event serious damage would occur to the common elements or neighboring units if not resolved quickly. In case of an emergency, right of entry into a unit shall be immediate, whether or not the resident and/or unit owner is present. A reasonable attempt will be made to contact owner/residents to gain such access, and access may require use of your key on file with the Management office. Please make sure the Management office has updated contact information. Management’s role is to try to stop the problem; and, depending on the origin and basis of the problem, may or may not be involved in the final actions of the situation. In addition, when Management is involved in an “Emergency,” that required access to a Unit the incident is documented and copies sent to the Unit owner(s) involved.

(See Chapter III for the detailed “Emergency Procedures” which are to be followed for handling emergencies and other maintenance problems.)

### **Section 5 – Resident Relations**

It is the Association’s position that personal issues among neighbors are to be settled among themselves or their Unit owner(s). If the Board of Directors determines that it is necessary for the Association to assist, the following steps will be used by Management on behalf of the Covenants Committee and Board of Directors:

- ◆ Receive all complaints in writing.
- ◆ Forward all documentation to the Unit owner(s) involved. If the complaint is justified, Management will advise the Unit owner to have the issue corrected within 10 days or other time period appropriate under the circumstances.
- ◆ Apprise the Unit owner if the complaint has not been corrected by the end of the stated time period.

- ◆ If still not resolved, the Covenants committee may demand the Unit owner serve an eviction notice to their tenant. This may be applicable, if: (1) the Unit owner has not taken documented steps for correction; or (2) the tenant has failed to comply with the request to correct the complaint within the aforementioned time period.
- ◆ If the complaint is against the owner-resident of the unit, and the owner does not take steps to correct the violation, then the Association may take civil action against the owner in cases where the violation does not involve a criminal act. If the violation involves a criminal act, then the Association will notify the police and address the matter in a court of law.
- ◆ The Board also reserves the right to suspend privileges, assess violation charges, and/or take other enforcement measures permitted under the Governing Documents or applicable law.

*(See Chapter IV, Appendix 7, for Covenants Committee Guidelines and procedures for additional information.)*

### **Section 6 – Unit Services**

- 6.1 Admit & Keys** –. See Chapter II, Section 4, for definition of “Admit & Keys” and resident use of admits.
- 6.2 Annual In-Unit Maintenance and Renovation Inspections** - Annually, the site staff and members of the Covenants Committee inspects the common elements and other structural components within a unit for unauthorized renovations (removal of bearing wall), or other visible violations. You will be notified 72 hours prior to the date of the scheduled inspection via notice placed in front of all unit doors. A written report will be given to each Unit owner upon completion of the inspection. It is the responsibility of the Owner to make the needed repairs in a timely manner or be subject to violation charges and/or other enforcement action by the Association.

- 6.3 Deliveries** – The Management office does not accept packages or mail deliveries. We suggest that the resident have deliveries sent to their place of employment or make arrangements with a neighbor for acceptance of the deliveries if the resident cannot be at home. Management or the Association cannot take responsibility or hold any liability for packages or items left in the common elements. This is why it is advisable to arrange some other form of receiving packages, if possible.

## **Chapter II:** **Homeowner/Resident's Role**

This chapter provides information on the responsibility of each unit owner and resident for achieving common good among all residents, the management office, managing company, Covenants Committee, the Board of Directors and the unit owners.

The term “resident” used in this Chapter is referring to any person occupying a unit space whether they are the unit owner or a renter (or those who reside with them). All statements apply to the resident (unit owner or renter) unless otherwise stipulated.

The unit owner’s role is extremely important for successful management of the condominium. Therefore, all responsibility and liability as issues pertaining to the residents of the owner’s unit will ultimately fall to the unit owner.

Charges for violation of any of the stated Rules and Regulations are discussed in Appendix 7.

### ***Section 1 – Condominium Instruments***

The Association’s Declaration or Bylaws (“Condominium Instruments”) are the legal, contractual document used for governing Bolling Brook Condominium. Every unit owner should receive a copy from the seller prior to or upon their purchase of a unit.

### ***Section 2 – Managing Company***

The management company is hired by the Board of Directors, on behalf of the Association, to work directly with the Board of Directors to carry out the day-to-day management and financial operations of the Condominium. In addition, the management company is directly responsible for the on-site personnel.

### ***Section 3 – Association’s Management office Services to Residents***

**3.1 Address & Telephone Numbers** – The Management office is not allowed to provide to a non-owner resident another unit owner’s contact information. A unit owner may submit a written request to management for the inspection and/or copying of the Association’s membership

list (including names & addresses) as long as the owner lists a proper purpose for the request in accordance with the Virginia Condominium Act. If a resident wishes to be in contact with another owner or resident, they may leave a message with the management company for the unit owner to contact them. The management company will then deliver the request. This type of contact can be made for the purpose of Bolling Brook related communications, e.g., maintenance involving more than one unit, tenant disturbances, etc. Resident information must be obtained through unit owners.

**3.2 Annual In-Unit Maintenance and Renovation Inspections** - See Chapter I, Section 6.2.

**3.3 Lock Box Placement** – Real Estate lock boxes are to be placed on the railing provided outside each building entry. No lock boxes are permitted on unit doors. Unauthorized boxes will be removed by site staff.

**3.4 Mail Box Lock Replacement/Repair** – Management will replace mail box locks for a fee of \$25 to be paid by the unit owner or agents upon request. Please allow two (2) working days for replacement because of the coordination needed between the postal carrier and management.

**3.5 Office Bulletin Board for Rental Advertisement** – Unit owners are invited to post their Bolling Brook rental ads on the bulletin board provided outside the management office.

### ***Section 4 – Admit & Keys***

Unit owners are encouraged to leave a permanent set of keys (*building, unit, and mail box*) in the management office for tenant and owner release/use only. This type of use of the keys is called “Admit & Keys” – a term that means the resident can leave written admittance authorization and keys with the management office. This requires an authorization from the resident for the release of the keys each time they are needed. A signature will also be required of the recipient using the keys. This is an option to the resident when admittance to someone is necessary and the resident is unable to be at home during the business hours of the management office.

Place both keys (*building and unit keys, and mail box keys, if applicable*) in an envelope with written

authorization that states who the keys are to be given to, the date of use, the building and unit number, and a daytime telephone number. This authorization must be signed by the resident. The resident may place the envelope through the management office door mail slot for easy drop-off when the office is closed. However, it is the resident's responsibility to pick-up its keys from the management office during business hours. *{Note: Where keys have been placed on file with the management office, only the admit portion is required to give out keys.}*

(In addition, no one from the Management office will accompany the resident's guest/vendor to the unit nor check to see if it has been relocked. The resident assumes all risk in connection with any such entry and releases management from any liability or expense connected with such entries.)

Residents are to contact their unit owner for all key replacement.

Keys submitted to the management office may also be used by the Association for emergency unit access (See Chapter 1, Section 4).

### **Section 5 – Balconies and Patios**

Residents with balconies and patios must keep them neat and clean at all times. THE ONLY items approved for placement on balconies and patios are certified outdoor furniture, plants NOT TO EXCEED the height of the railing, a Satellite Dish (not extending beyond the horizontal or vertical boundaries of the balcony/patio) and an electric grill. One plastic weather-proof storage container, light beige or gray in color, not to exceed 36 inches in height by 19 inches deep by 25 inches in width is also allowable. All other items are subject to violation charges and/or other confinement measures.

- a. Flowers and plants
  - i. Planter or flower boxes must not exceed the HEIGHT of the balcony or patio railings.
  - ii. Flower planters or pots must not be placed or maintained on OR FROM any outside wall or window-sill, balcony wall, ledges or railings, nor hung from balcony ceilings.
  - iii. Flower pots may be displayed on the inside window sills.
- b. Rugs and Clothing
  - i. The hanging of rugs, towels, or any article of clothing over or on the railings is prohibited.

The hanging of any clothes or articles of any matter is strictly prohibited on balconies and patios - this includes clotheslines and clothes racks.

*{NOTE: If you do not have a balcony or patio, the area outside your unit is considered a common element and cannot be used.}*

### **Section 6 – Barbecues**

- a. Storage of liquefied petroleum gas, propane, butane, or fuels for grills on patios, up to 14.7 gallons is permitted.
- b. Storage of charcoal, electric, or gas grills on patios, balconies, or in storage rooms is permitted.
- c. Storage of charcoal on patios, or in storage units if stored in a fire-resistant container is permitted.
- d. Grills must be used outside and at least 20 feet from buildings. **Use of grills of any kind are not permitted on patios or balconies.**

***Picnic table and grills are available for resident use on the property.***

### **Section 7 – Play Areas/Children**

- a. The common element halls, stairways, parking areas, or other non-recreational areas are not to be used as play areas.
- b. Children under the age of 16 must be adequately supervised at all times, by an adult, including but not limited to balconies, park, and pool.
- c. Parents/Guardians must provide their children with the means to access their unit.

### **Section 8 – Common Element Use**

- 8.1 Decorations** – No public hall/common area shall be decorated or furnished by any resident with the exception of appropriate doormats and/or door decoration. Any excessive decoration or doormat will be subject to removal, violation charges against the owner, and/or other enforcement measures.
- 8.2 Entrances, Halls, and Stairwells** – No article shall be placed in any of the inner hallways and stairwells nor shall any fire exit or fire door be obstructed in any manner. The front doors and storage room doors are to remain shut and

locked at all times. **Smoking in the stairwells is strictly prohibited.** Violators will be subject to violation charges and/or other enforcement measures.

- 8.3 Entraguard System** – The entrance telephone provided in front of every building is to be used by guests as a means to gain access into the building. Programming of all telephone numbers into the system is done by the management office upon request. (*See Appendix 4 of Chapter IV for Security Suggestions.*)
- 8.4 Newspapers** – Newspaper deliveries, management notices, etc. should be taken into the unit as promptly as possible to minimize the possibility of accidents or chance of the item being confiscated by others. Please note that items left more than a week may be subject to removal and/or violation charges. If on travel or unit is empty, it is the owner's responsibility to have articles picked up in their absence. (*See Section 21.10.*)
- 8.5 Parking Lots/Exterior Common Elements** – Parking of vehicles on the property is by Bolling Brook Condominium parking permit or visitors permit only. Absolutely no parking is permitted in fire lanes, driveways, on grass areas, or in any other area that is not striped for parking. All towing is at the car owner's liability and expense. (*Refer to Chapter IV, Appendix 2 for the official parking regulations in their entirety.*)
- 8.6 Roof** – The roof is not a public area and access to the roof is not permitted except by persons authorized by the Association. To obtain access for repair or inspection of a heat pump unit, the owner must request it through the management office at least 24 hours prior to needing access. In cases of emergency, management can grant access sooner than 24 hours.
- 8.7 Signs** – Signs of any type are not to be placed in the hallways, or on unit doors or windows. Residents may utilize the bulletin board by using 3" x 5" cards and removing them after 7 days. No signs may be placed on the common elements without the prior written approval of the Board of Directors.
- 8.8 Storage Room and Bins** – A storage bin is provided for each unit in the basement storage room. It is the resident's responsibility to

padlock the assigned bin and insure that the storage room door remains closed at all times. Neither the Association nor management assumes any responsibility for loss or damage to articles stored. Storing of motorcycles, gasoline, paint, charcoal, lighter fluid, or other flammable material in the storage room is **STRICTLY PROHIBITED**. Items found outside the bin will be discarded. Unit owners are responsible for keeping their assigned storage bins clean.

- 8.9 Trash and Proper Disposal** – All garbage and trash must be placed in plastic bags and deposited in the dumpsters provided. No garbage or trash shall be placed in the hallways or other common elements.
- 8.10 Bulk Trash Disposal** – The trash removal company offers a free service to residents for the removal of bulk trash items such as furniture, boxes, or other non-hazardous items. To have these items removed, the resident must contact the management office and request that the trash removal company pick them up. The resident is then required to leave the items in the designated "bulk trash" dumpster by the management office. The trash removal company does NOT remove appliances or hazardous items. Failure by the resident to contact management for the removal of large items, or leaving of these large items in the dumpsters will result in violation charges to the unit owner.

### ***Section 9 – Damage or Misuse to Common & Limited Elements***

The Association reserves the right to charge a unit owner for damage to the property as a result of negligence, carelessness, or misuse. These charges may result from, for example: the removal of items (trash, boxes, furniture), front door damage where an object was placed in the jam to hold the door open which results in hinges being sprung, nailing/attaching items to common element walls, etc.

### ***Section 10 – Emergency Access Into Units***

(*Refer to Chapter I, Section 4, and Chapter III for Emergency Procedures.*)

### ***Section 11 – Emergency Procedures***

See Chapter III for proper procedures to be followed for handling emergencies.

### Section 12 – Extermination Service

Extermination services are provided free of charge for treatment of insects and removal of pests. This service is performed by our contract vendor. Each unit must have extermination services performed semi-annually or be subject to violation charges. To have your unit exterminated:

- 1) Contact the management office (during business hours) for scheduling of treatment.
- 2) Empty all items from all your kitchen and bathroom cabinets the evening before or morning of the treatment.
- 3) Leave keys and admit with the management office if you are unable to be at home during the time of treatment.

See *Bolling Brook management office for pest control hints.*

### Section 13 – Property Damage Insurance

The unit itself is covered under the Association’s master insurance policy. (*Unit owners should refer to Section 6.2 of the Bylaws for additional information.*) However, the Association’s insurance policy does not cover damage to personal items, furniture, wall coverings or improvements/additions installed by current or prior unit occupants or owners for any reasons. It is advisable for all residents, both owner and non-owner, to obtain their own insurance for coverage of their personal belongings and “betterments and improvements.” This coverage can be had in the form of Renter’s or Condo/Homeowner Insurance.

(*See Appendix 3 of Chapter IV for insurance information needed when initiating your policy.*)

### Section 14 – Leases and Unit Leasing

**14.1 Lease Requirements** – Written forms of leases are required when the resident is not shown on the settlement papers as the owner of the unit. A copy of the rental lease (*in its entirety*) with Bolling Brook’s signed lease addendum must be placed on file in the management office. Residents are required to show their rental lease as proof of residency when transacting business/requests with the management office, e.g., parking permits, pool passes.

The rental lease is a written agreement between the unit owner and its tenant. Therefore, most communication will be between the owner and tenant. In turn, the unit owner will communicate with the management office or Board of Directors when necessary.

Leases must contain the following:

- a) Require the tenant to adhere to the condominium instruments (governing documents) of the Condominium;
- b) Provide that failure to comply constitutes a default under the lease; and
- c) Provide that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor. This will occur after 45 days prior written notice to the unit owner, in the event of a default by the tenant in the performance of the lease.

**14.2 Use of Unit** – Each unit shall be used only as a private residence and may not be used for business purposes. Violators of this rule will be asked to immediately cease and desist their business. If owner/resident continues the business they will be subject to violation charges and/or other enforcement measures.

### Section 15 – Move-Ins/Move-Outs

Scheduling of move-ins and move-outs are not required with the management office. However, prior to move-in, during Bolling Brook business hours, all residents must meet with the property manager to file required resident/owner/management forms, including a copy of the lease and addendum and payment of \$100 move-in fee. Upon move-out, please return this booklet to your Unit owner or agent.

### Section 16 – Neighbor Disturbances

All residents should try to work out their differences between themselves. (*In cases of harassment, you may have to consider personal legal action or police assistance.*) Speak directly with the owner of unit regarding any problems with noise level. If problem persists, contact the police to file a complaint. The resident should also file a complaint in writing to the management office. (*See Chapter I, Section 5, for management procedures.*)

### Section 17 – Personal Property

Articles of personal property and bicycles shall not be left unattended in public areas of the buildings or stairwells, porches, parking areas, sidewalks, or lawns of the buildings. Any item left unattended will be confiscated. Storage of these items is to be placed in your unit or storage bin. Bicycles can be stored in the designated bike racks throughout the property. Storage of bicycles on a balcony or patio is limited to two (2) bikes per unit.

### Section 18 – Pets

Pets are allowed only where unit owners have given their tenant permission. Further, the following pet regulations must be adhered to if the resident wishes to own a pet:

- ◆ The only animals permitted are orderly domestic pets (dogs, cats, caged birds) not to exceed 2 pets per unit without the written approval of the Covenants Committee. Any pet causing or creating a nuisance or unreasonable disturbance or noise must be permanently removed from the property upon 10 days written notice from the Board of Directors. Any pet causing personal injury to owners, residents or guests must be removed from the property immediately.
- ◆ All pets must be registered with the management office during the move-in registration process.
- ◆ Pets shall not be permitted upon the common elements unless carried or leashed.
- ◆ Pet litter should be bagged before placing into the dumpster. **DO NOT DISPOSE OF LITTER ON LANDSCAPING–THIS DESTROYS THE PLANT/TREE LIFE BECAUSE THE LITTER WILL ABSORB THE WATER INSTEAD OF FEEDING THE PLANTS AND TREES.**
- ◆ Pets shall not be left unattended on balconies, patios or other limited common elements. Pet feeding dishes, housing, or litter boxes are prohibited on balconies or patios.
- ◆ Pets are not allowed in the pool area or allowed to be exercised in the stairwells or basement areas. Pets shall not be “toileted” in

the area immediately in front of the building as this also kills the plants and flowers. Persons attending a pet must immediately clean any common area including walkways, parking lots, adjacent park, and grassy areas within the property that the pet soils.

- ◆ Residents owning pets shall assume full responsibility for personal injuries or damage to property caused by the pet. The Association assumes no responsibility for any loss, claim or liability of any kind or character whatsoever arising from a resident having a pet in the building.

### Section 19 – Security

Residents are the best security. Residents should be careful who is given access into each building. Above all, if a person looks suspect because of improper conduct or someone is loitering throughout the property, **THE POLICE SHOULD BE NOTIFIED.**

Residents should report any common element or maintenance items in need of repair (i.e. broken door, windows or propped doors) to the Management office. (*See Chapter IV, Appendix 4 for further security suggestions.*)

### Section 20 – Solicitors

Door-to-door soliciting is not permitted. Residents are requested to notify the management office when solicitors appear in the building.

### Section 21 – Use of Unit

**21.1 Appliances** – The resident is responsible for the cleanliness, everyday care, and all repaired replacements of the appliances in the unit. Renters should contact the unit owner if a service call is needed for repair of the appliance, for appliance manuals, for proper use and trouble shooting tips.

**21.3 Circuit Breakers** – Your circuit breaker box is located in the wall near the kitchen. In some units the old circuit breaker box is still in the unit (the smaller box), but is dormant.

**21.4 Garbage Disposals** – “Do’s and Don’ts”:

- ◆ DO–flush disposal for self-cleaning. Allow disposal and cold water to run after grinding or after draining the sink of dishwasher.

- ◆ DO–grind food waste with a STRONG flow of COLD water.
- ◆ DON'T –put grease or oil down the drain.
- ◆ DON'T–use HOT water when grinding food waste. However, hot water can be drained into disposal between grinding periods.
- ◆ DON'T–stuff large bulky food waste into the disposal opening. Watermelon rinds, citrus fruit skins, corn cobs, etc., should be disposed of in a garbage can.
- ◆ DON'T–allow bottle caps, glass, rags, plastic, string, crockery, hair pins, bobby pins, coins, other metal items, chemicals or solvents to enter the disposal.
- ◆ DON'T–feed onions, onion skins, celery, corn husks, artichoke leaves, etc. into the disposal.

**21.5** **Noise** – No resident shall make or permit any disturbing noises by the resident or the resident's family, servants, employees, agents, visitors and licensees, or pets, nor permit such person(s) to interfere with the rights, comforts, or convenience of other residents. Noise levels from radios, televisions, stereos, and other equipment shall be reduced between the hours of 11:00 p.m. and 9:00 a.m. However, all residents must remember that some level of noise transmission is to be expected when living in a condominium.

**21.6** **Smoke Detectors** – Residents must keep the unit's smoke detector in operation at all times per City Code. Renters should notify the unit owner if smoke detector is inoperable. Please note that smoke detectors will be inspected during the annual inspections.

**21.7** **Television Reception** – Most units will need to obtain cable television to receive a clear reception because there are no built in antennas or aerials on the property. The personal installation of antennas or aerials outside the unit is not permitted. One satellite dish is permitted on unit balconies or patios, but must be in a free-standing, neutral colored bucket; satellite dishes must not protrude beyond the vertical or horizontal boundaries of the balcony/patios. Satellites will not be

permitted on roofs, attached or adhered to the building, balconies or patio railings, or in common areas. No resident will be permitted to share cable or dishes. If wires are found running to another unit, the owner will be subject to violation charges and/or other enforcement measures.

**21.8** **Use of Detergents** – Residents are cautioned against the excessive use of soaps and other detergents, which may cause the back-up of suds into other units.

**21.9** **Utility Usage** – You are urged to use water wisely even though this utility is included in your monthly condo fee. Should your unit experience any water leaks, please inform the unit owner.

*{NOTE: To help keep the electricity bill down, talk with the unit owner about installing weather stripping/caulk around the unit windows, etc.}*

**21.10** **Vacation/Extended Period of Time Away from Unit** – Residents should have mail held at the post office, newspaper deliveries suspended, etc., when away from your unit for long periods of time.

**21.11** **Water Beds** – are not permitted in any unit.

**21.12** **Windows**

a) All units are required to have adequate window covering. The exterior exposed backings must be white or cream in color for the purpose of exterior appearance uniformity. In addition, windows may not be covered with sheets, towels, blankets, cardboard or any other item or material not specifically intended to be used as a window covering. Broken or damaged blinds must be removed.

b) Signs or lettering of any type are not to be displayed in unit windows.

c) Broken, bent or damaged window or patio screens must be replaced as soon as possible.

## Section 22 – Unit Maintenance and Related Items

**22.1** **Alterations** – No resident or unit owner can make structural alterations, additions or

improvements to a unit, or make any modifications of any kind to any common elements, without first obtaining written approval from the Covenants Committee by submitting in writing with all specification and designs attached along with all permits. (See Appendix 7 for more information.)

**22.2 Floor Coverings** – All units are required to maintain adequate floor covering and padding.

- A minimum of 80% of the floor surfaces must be covered by rugs and/or carpeting/padding so that neighbors who live below are not disturbed. The 80% requirement does not apply to kitchens, closets or bathrooms.
- Any floor renovation involving structural alterations, additions or improvements (such as adding hardwood floors) must be approved by the Covenants Committee unless the unit is a ground floor unit. Residents are required to obtain signatures from their three closest neighbors who will be affected.

**22.3 Responsibilities** – Generally, it is the responsibility of the unit owner to handle all maintenance and repair within the unit, and to pay for damage from the unit to other units or to common elements.

**22.4 Unit Door Locks/Emergency Access Damage** – Unit owners may change their unit door lock key system at any time. Keep in mind, in cases where Management must enter the unit for emergency purposes and the unit door cannot be opened with the key on file, the unit owner will be held liable for any resulting expense such as locksmith charges. This includes the repair of a broken door or locks caused by forced entry, and any damage to other units and the common property of the Condominium reasonably incurred in gaining entry to the unit as provided herein.

## **Chapter III:**

### **Emergency Procedures**

This chapter provides guidelines to follow when an emergency situation arises. There are usually two types of emergencies: 1) maintenance emergencies that threaten damage to the unit, another unit or a common element, and 2) life-threatening, which affects personal safety. In either situation, let common sense be a guide for achieving the best possible action in handling any emergency.

#### ***Section 1 – House Maintenance Emergency Procedures***

It is the resident's responsibility to report all potential or occurring damage directly to their unit owner and place a courtesy call to the management office. For protection, always follow-up any conversation in writing and include: date on which the incident was reported, date the incident occurred, extent of damage to the unit, description of actions taken and the unit owner's plan for repairs. CAUTION: FAILURE TO REPORT POTENTIAL OR OCCURRING DAMAGE TO UNIT OWNER (OR WHERE YOUR UNIT IS THE POSSIBLE CAUSE OF DAMAGE TO ANOTHER UNIT OR COMMON ELEMENT) WILL RESULT IN THE OWNER/TENANT'S COST TO HAVE ALL DAMAGES REPAIRED AND POSSIBLE EVICTION DUE TO TENANT NEGLIGENCE.

#### **1.1 Basic Utility Emergency Procedures**

##### **Water coming from within your unit:**

- 1) Turn off water supply at the problem area (*located under your sinks, commode or behind the washing machine; whichever is applicable*).
- 2) If resident is unable to stop the flow of water, call the management office immediately (24/7) for assistance in turning off water supply. If problem is with unit component, also call plumber/contractor for repairs to that component at owner's own cost.
- 3) Clean up excess water before it escapes to the unit below.

- 4) Check with the unit below (*if applicable*) for water damage. If no one is at home, leave a brief note at their door to have them contact you as soon as possible.
- 5) Notify the unit owner with details of the emergency and description of repairs needed.

##### **Water coming into your unit:**

- 1) Determine where the source of water is coming from.
- 2) Roof:
  - a) Call the management office to report leak and to get recommendations for handling the flow of water.
  - b) Notify your unit owner of leak and the repairs that will be needed.
- 3) Unit Above:
  - a) Contact the unit above immediately and determine with them the source of the problem (*e.g., did they just use the bathtub, shower, commode, dishwasher, washing machine, etc.?*) They should then follow the procedures listed above: "Water coming from within your unit."
  - b) If no one from the unit above responds, call the management office immediately.
  - c) Notify the unit owner with the details of the incident and the repairs that will be needed.

##### **Electricity (power failure):**

- 1) Determine if your unit is the only unit affected.
- 2) If your unit only:
  - a) If entire loss of power to unit:
    - i. Contact the management office
  - b) If partial loss of power to unit:
    - i. Check the circuit breaker box located in your unit. *{NOTE: If you have two circuit breaker boxes, it would be the larger box; the smaller box is dormant.}* Locate the circuit breaker that corresponds with the area without

power and flip it back and forth a few times to the ON position.

- ii. Call your unit owner if power is not restored or if the circuit breaker continues to flip to the "OFF" position.
- c) Major loss throughout property
  - i. Call VIRGINIA POWER to confirm that the problem has been reported.

#### **Gas:**

The only gas products on the property are the hot water heaters. If you should smell gas, please call the Gas company and management office immediately. Do not use a telephone near the source of the gas odor.

**1.2 Main Sewer** – In each building we have four "stacks" of apartments, meaning the units positioned on top of each other make up one "stack." Each "stack" shares a common plumbing system that when jammed or clogged, will usually back-up into the lower apartment in the stack.

The bottom units (#'s 101, 102, 201 and 204) can help prevent a main sewer back-up from occurring by observing the following warning signs:

#### **Kitchen sink, bathroom sink and tub:**

- 1) Sluggish water drainage.
- 2) Residue ring left in your sink when you know it had been left clean. The residue indicates a minor back-up did occur, but was able to drain itself down.
- 3) "Gurgling" sounds are coming from your drain.

It has been our experience that one of these signs usually precedes a main back-up. Should any of the warning signs occur, all residents should contact the management office (renters should also contact their unit owner) with the information. If determined that it could be a potential back-up, an appointment will be scheduled for admittance into the unit to snake line. *{NOTE: If stoppage is found before the unit line connects*

*with the common plumbing line, the unit owner will be billed for plumbing service.}*

We urge you to remove hair build-up as often as possible from the bathroom sink and tub drains. We do NOT recommend chemical treatments, e.g., Drano, being used on the tub drain due to the special sealer coating on the tub surface.

#### **Toilet:**

#### **USE THE FOLLOWING PROCEDURE WHEN A MAIN SEWER BACK-UP DOES OCCUR:**

- 1) Locate the source of the problem. If the back-up is coming up through your:
  - Kitchen sink: Usually the operation of a dishwasher forces the back-up to occur. The resident should stop the dishwashing cycle until sewer line repairs have been made.
  - Bathtub: The resident should turn off any running water and plug up the drain until sewer line repairs have been made.

If backup continues flowing into your unit, check the remaining units in your stack, as there may be another unit using their water at the same time.

- 1) Call the management office (*24 hours a day*) to obtain plumbing services.
- 2) While you are waiting for plumbing services, clean up as much water as possible and move objects out of the way.
- 3) Plumbing services will be performed by either the resident maintenance engineer or a plumbing company if the source of the problem is a plumbing line serving more than one unit.
- 4) Clean up will be performed by the resident maintenance engineer or a cleaning company depending upon the extent of water and circumstances.
- 5) Contact the unit in your stack where the water had been turned off and inform the resident they can resume their water use.

- 6) Notify your unit owner with the details of the back-up and report any damages.

**1.3 Emergency Access Into Units** – Management will use the following emergency procedure when a situation involving or threatening the common elements or more than one unit is deemed “life-threatening” or serious damage will occur to the common elements or neighboring units when no one is in the unit or person(s) inside do not respond.

- 1) If time allowed: the resident or unit owner will be contacted by management personnel to meet at the unit to determine a plan of action.

If time NOT allowed: Management will automatically gain entrance into the unit (by whatever means), whereupon they will determine and implement a plan of action.

- 2) Management will advise the resident of the “emergency entrance” by leaving a written notice in the unit immediately following the incident. Management will also attempt to contact the resident or unit owner by telephone. In addition, the unit owner will receive a copy of the written report of the incident.

### ***Section 2 – Evacuation / Fire Procedures***

We urge each resident to pre-plan their evacuation so that there will be minimum confusion in the event of a fire or other emergency. The following procedures and information will assist you in this pre-planning.

If you smell smoke or see an actual fire:

- 1) Do not panic
- 2) Call the Fire Department – 911
- 3) Call the management office

Contact the local Fire Department for more information and recommendations for fire safety/precautions. In the event of an evacuation of the building, use the nearest exit door to the unit – proceed directly outside the door away from the building – to allow access for emergency personnel.

Should you or any person(s) residing in your unit be handicapped by illness or have a physical handicap, fill out the “**Handicapped and/or Non-Ambulatory**

**Registration” form found in the front pocket of this book. This information sheet will be given to the Fire Department Station #7 and a copy will be maintained in the Management office. {NOTE: The collection and submission of this information to the Fire Department is done as a courtesy only. Neither the Association nor Management assumes or accepts any responsibility for evacuating or removing residents from the units or buildings.}**

### ***Helpful Hints***

- ◆ Check the unit’s smoke detector once a month. This can be done by pushing the little red button on the smoke detector.
- ◆ Keep a flashlight near each bed (*in case of power failure*).
- ◆ We recommend that each household maintain a one pound ABC Fire Extinguisher.
- ◆ Each member of your family should be familiar with the location of your household fire extinguisher and the knowledge as to how to operate each.

**CAUTION: DO NOT BE TOO CONFIDENT OF BEING ABLE TO EXTINGUISH A FIRE.** Better to report it first and then attempt to put it out. Small fires can become life threatening within seconds or minutes. Fires of grease, cleaning fluids, or other chemicals or involving electric appliances are especially unpredictable and dangerous.

## **Chapter IV: Appendices**

## **Appendix 1: Your Heat Pump**

### ***About Your Heat Pump and Trouble Shooting Chart***

Your home is being heated and cooled with what is currently the most efficient device available; the electric heat pump. It is simple to operate and easy to maintain. The air-filter should be changed approximately once a month (*depending on its use and quality of filter*). We also recommend an algae preventive product be placed in the hall ceiling condensation drip tray at the beginning of each cooling season to prevent algae build-up in your drain line.

### ***Heating Portion of the Heat Pump***

#### **How It Works:**

There is always some heat in the outside air even at the lowest temperatures of a winter day. The heat pump absorbs this heat a gas, concentrates it by compression, thereby raising its temperature. The hot gas passes through pipes to the inside blower in your unit, where the heat is used to heat the air circulated throughout your home.

At some outside temperature, usually about 30°F, the heat required to heat your home exceeds the capability of the heat pump. At that time electric heat is needed to assist the heat pump just enough to maintain desired inside temperature. The auxiliary electric heat is generated from the coils located in your hallway ceiling (indicated by a blue light on some thermostats. In situations where additional heat is *needed (such as a malfunction of the “blue light” coils, the outside temperature is extremely cold, or the system has been off for an extended period of time)* you would manually switch to emergency heat (indicated by the red light on some thermostats). *{NOTE: ON SYSTEMS USING AN OLDER HEAT PUMP AND THERMOSTAT, ONCE THE DESIRED TEMPERATURE IS REACHED, YOU MUST MANUALLY RETURN THE SWITCH TO ITS NORMAL POSITION.}*

#### **Cost:**

On average, over a heating season, the heat pump will provide heat at about 40-50% less cost than electric heat. Keep in mind that the lower you keep your thermostat set, the less you will use the more expensive heat. It will prove more economical

if you don't set your thermostat down at night or when you go out, since when you set the temperature back up the more expensive electric *heat (blue or red lights)* will come on until the higher thermostat temperature is reached. The most economical way to operate the heat pump is to set it at the desired temperature, say 65-70°F (*heating*) and forget it! Certainly if your home will not be occupied for an extended length of time, it is more economical to maintain a lower temperature (*keeping in mind it will take 12-15 hours to recoup the desired room temperature*).

#### **Characteristics:**

The air temperature from the registers will not be as warm as from an oil, gas, or electric furnace. As the outside temperature drops, so will the air temperature from the register, until the electric heat (*blue light*) comes on at about 30°F. Remember, 90°F air is below body temperature and may feel cool; however, if you are maintaining your apartment at 60°F, this air is about 22°F higher than the inside temperature and is therefore heating the apartment. As the electric heat cycles on and off, the air temperature from the register will increase and decrease.

It is normal for the outside unit (*located on the roof*) to run continuously when outside temperatures are below thermostat setting.

On cold, damp days it is normal for frost and ice to accumulate on the outside unit. Approximately every 1½ hours of operation the unit will go into a defrost cycle. This cycle may continue for 2 to 3 minutes, but generally not over 10 minutes at which time the fan will restart and normal operation will resume.

Three to four days a year the outside temperatures will exceed normal design temperatures to where it may not be possible to maintain continuous desired inside temperatures. It also means in the event of a power failure or equipment failure during an extremely cold day that it may take 12 to 24 hours to fully recover inside temperatures after equipment is restarted.

**Air Conditioning Portion of the Heat Pump**

**How It Works:**

Whenever the thermostat is changed from heat to cooling, a valve is activated to release the stored cooling Freon into the compressor (*all of which is located on the roof*). The compressor changes the Freon into a gas which travels down a line connected to the hall ceiling cooling coil. From there a fan blows across this coil and sends the cool air through

the air ducts (*approximately 68-70°F*). The lower the thermostat is set, the longer the A/C will run to reach the desired room temperature.

**Cost:**

While the heating portion of the heat pump is a very efficient device compared to other sources of heat, its efficiency on cooling does not differ greatly from straight cooling units.

**TROUBLE SHOOTING CHART**

PROBLEM	POSSIBLE CAUSES	CORRECTIVE ACTION(S)
<b>Heating and Cooling</b>		
No air or fan operation <sup>1</sup>	A. Circuit breaker off. B. Thermostat not on or improperly set. C. Fan part broken, etc.	A. Flip the breaker back and forth. B. Check to see if unit is on and temperature is set. C. Contact unit owner for service call.
Force of air cooling through air ducts is lower than normal throughout the unit.	A. Blockage of air through filter.	A. Change air filter.
<b>Cooling Only</b>		
One day cold air is blowing, the next day warm air is blowing	A. Roof fuse blown. B. Freon leak.	A. Call Management office to have fuse checked.
Air flow from vent does not maintain cool temperature.	A. Blockage of air flow. B. Freon leak.	A. Change air filter. B. Call unit owner for service call.
Condensation/water leaking from ceiling unit. <sup>2</sup>	A. Line from the ceiling water tray is clogged.	A. Call unit owner for service call.

<sup>1</sup> A fourth cause could be that one of the two (2) fuses located in the ceiling unit has blown, which would indicate a problem somewhere in the system or a surge of power went through the system. Both fuses must be in working condition to operate the system, whether it's under use for heating or cooling. (*One fuse operates the circulating fan and the other operates the heating coil.*)

<sup>2</sup> We recommend that an algae preventive product be placed in the water tray to prevent build-up.

## Appendix 2: Parking Regulations

### ***Parking Regulations***

The Bolling Brook Condominium Association has resolved to adopt the following parking plan to accommodate for resident parking, allow spaces for visitors, control unauthorized cars and provide for your safety and convenience:

#### **Resident Parking:**

- ◆ All resident vehicles using Bolling Brook property for parking must be registered with the Management office and must display a parking permit. *{NOTE: Tenants are required to show a lease and lease addendum as proof of residency. Owner-residents must show driver's license.}*
- ◆ Parking permits will be limited to one per resident named on lease; up to a maximum of two permits per unit.
- ◆ One parking space will be assigned each residence unit. All assigned spaces will be numbered.
- ◆ All unassigned spaces (unnumbered) are available for second car and visitor parking on a first-come, no reservation basis.
- ◆ Motorcycles must be parked in areas designated for motorcycles in the vicinity of buildings 3210, 3220, 3242, 3314, on a first-come, no reservation basis.
- ◆ Any resident requiring a parking space near the owner's unit due to a physical handicap may request such from the Condominium Association by submitting a written request to the Management office. A valid DMV-issued Handicapped License Plate must be displayed on any vehicle registered under this rule.
- ◆ Parking in parking areas within the Condominium is restricted to passenger vehicles only. Parking of boats, trailers, campers, recreational vehicles, buses and other large vehicles is prohibited.

#### **Permits:**

- ◆ Vehicles are issued an annual parking permit at the cost of \$25.00 per vehicle upon application. No permits will be issued if any fees due the Association are past due for over 60 days.
- ◆ Parking stickers must be displayed inside the lower left corner of the rear window (*driver's side*).
- ◆ Each permit will be numbered. The number may or may not correspond to the numbered parking space assigned or the residence unit number. Thus, residents will be required to remember the number of their parking space assigned at registration. When there is more than one vehicle for a unit, any of those vehicles may use the assigned space so long as the vehicle has a parking permit for that space.
- ◆ Parking permits will expire on the 31<sup>st</sup> of December of each year.
- ◆ No parking assignment may be assumed without application. Failure of residents to apply within 2 weeks of move-in will result in reassignment of the space.
- ◆ Replacement permits will be issued with:
  - Return of the older permit or sufficient identifying pieces.
  - Proof of destruction.
  - Payment of \$10.00 replacement fee.

Tenants finding unauthorized vehicles parked in their assigned parking space should first seek to park in an unassigned (*unnumbered*) space. When a visitor pass is displayed: go to the unit and politely ask the resident to move their car (*use entraguard phone*). When a parking permit is displayed call the management office with the permit and car tag numbers so management may assist with towing.

#### **Visitors:**

- ◆ Each unit will be issued one permanent visitor pass. Residents may obtain

temporary passes from the Management office, during normal business hours, for special occasions when more than one or a number of visitors are expected. There will be no charge for passes.

- ◆ Temporary visitor passes will be annotated by the Management office limiting visitor parking to 24-hour period during weekdays and 48 hours on weekends.
- ◆ Visitor pass should be displayed on dashboard.
- ◆ Residents are responsible for all of their visitors, as well as damages caused by them, to include ensuring that parking rules will be obeyed.

**Restrictions:**

- ◆ Residents are prohibited from contacting towing firms to have vehicles towed. Towing requests will be initiated by Management on a 24-hour basis.
- ◆ Washing, testing, or maintenance of any vehicle is strictly prohibited. Exceptions: normal cleaning (not involving washing) is allowed; and emergency or ordinary light maintenance (not involving fluid changes or other operations that might soil/harm the common elements) are allowed.
- ◆ Any damage to common element property within the Association by use of any vehicle including hired and leased moving vans, visitor’s vehicles, delivery vehicles, and others shall be punishable by an amount equivalent to repair or replace that damaged property in addition to legal action as determined by the Association.
- ◆ Unnumbered spaces will be restricted to 72 hour parking.

**Violations:**

The following parking violations will serve as a basis for vehicles being towed at the owner’s risk and expense, without notice:

- ◆ Vehicles without a valid permit or visitor pass.

- ◆ Vehicles illegally parked in someone else’s assigned parking space.
- ◆ Vehicles parked in designated “no parking” areas, including all marked fire lanes, lawns, sidewalks, driveways, or grassy or non-paved areas.
- ◆ Vehicles occupying more than one parking space (in whole or in part) or restricting access to an adjacent vehicle or parking space. Vehicles that are too wide and/or too long to fit entirely within a space.
- ◆ Inoperable and abandoned vehicles, as defined to include a vehicle left unattended for more than 48 hours that is not in operating condition or has been partially or totally disassembled (e.g. tires, wheels or other necessary components removed). Neither assigned nor blank spaces may be used to “store” inoperable vehicles.
- ◆ Visitor vehicles parked on the premises beyond the time allotted on the temporary pass.
- ◆ Vehicles that are prohibited (i.e., trailers, buses, boats, campers, recreational vehicles and other large vehicles).
- ◆ Motorcycles, mopeds, or other two-wheeled vehicles not parked in designated areas. In addition, these vehicles will not be parked on the common grounds, sidewalks, or stairs.
- ◆ Vehicles left in parking area with expired tags, without tags, with improperly displayed tags, or without current inspection stickers.
- ◆ Vehicles parked in an unnumbered space over 72 hours.
- ◆ No person shall interfere or seek to interfere with tow truck operators or with any other person enforcing the Parking Plan. Such interference or attempted interference shall constitute grounds for suspension or revocation of parking privileges.

- ◆ As a general policy, repeat offenders of any rule contained in this regulation may have their right to park in reserved parking spaces suspended at the discretion of the Condominium Association.
- ◆ More than 60 days' delinquency in the payment of assessments or charges owed to the Condominium may result in the suspension of the parking permit and the removal of the numbered reserved parking place, after written notice and an opportunity for a hearing.
- ◆ The Association and the Managing Agent are not liable for damages, injuries, costs, or other hardships and inconveniences resulting from towing actions. All vehicles are towed at the owner's sole risk and expense.

**Exceptions/Appeals/Comments:**

Requests for temporary, hardship exceptions and for disability exceptions to these regulations may be authorized by the Board, upon written request. Appeals and comments will be accepted in writing, submitted to:

Board of Directors  
Bolling Brook Condominium Association  
c/o Quantum Management  
3240 28<sup>th</sup> Street  
Alexandria, VA 22302

**Appendix 3: Renters/Condo Insurance Information**

Owners are encouraged to buy individual condominium unit owner’s insurance policies covering their personal property and any “betterments and improvements” made to the unit. Renters are encouraged to obtain renter’s insurance to cover loss or damage to all personal belongings. The following is a list of the facts about the property which the insurance agent will need to complete the insurance application:

Type of Building Construction:	Brick
Roof Type:	Rubber
Number of Stories:	Four (4), garden style
Date of Original Construction:	1963
Fire Department:	Station #7 3116 So. Arlington St. Alexandria, VA 22206 703-838-6607 Approx. 1 mile from Bolling Brook
Number of Fire Hydrants:	Three (3), approx. 200 feet from any Building
Square Footage of Apt. Unit:	Obtain from Unit owner
# Fire Walls Surrounding Each Unit:	3

## **Appendix 4: Safety/Security Suggestions**

The Association nor Management is responsible for ensuring residents' individual safety or security from criminal actions of third parties. Each owner and resident is encouraged to take precautions to avoid such actions. However, to assist in that regard, the Association provides the following list of safety/security suggestions that should be practiced by all unit residents:

- ◆ Never leave unit door unlocked.
- ◆ Lock automobiles.
- ◆ Separate car keys from apartment keys.
- ◆ Never label keys with address, apartment number, or phone number in case they are lost or stolen.
- ◆ When away from your residence, minimize or eliminate obvious signs of absence. Stop paper and other deliveries or make arrangements to have these deliveries removed daily. The use of timing devices to operate interior lighting is advisable.
- ◆ Do not store articles outside on the patio or balcony.
- ◆ Do not allow anyone to follow you into the building unless you know them. If a stranger wants to come in, kindly tell them they must use the Entraguard system provided for this very reason. In addition, only admit your own guests, not someone who says they are a neighbor's guest; you never know when their "guest" status will change.
- ◆ If anyone identifies themselves as an agent or contractor from the Management office, contact the Management office to establish their identity prior to granting entry. If they leave or management is unable to verify their authenticity, contact the Police immediately.
- ◆ Report any suspicious/loitering persons to the Police. Usually they will have a legitimate reason for being where they are,

but the Police will diplomatically establish this.

- ◆ Always write down any information that may assist the Police in their investigation of an incident. License numbers, dress, color of hair, approximate height and weight, race and build are very helpful. Do not trust your memory; **WRITE IT DOWN.**
- ◆ Mark all belongings with an identification number. Engraving devices can be obtained from most department stores for this purpose. Even a sharp pin can be used to etch these items. Record a description of each article and a serial number (if applicable) in a place handy for future reference. This practice will greatly assist the police in the recovery and return of any stolen items.
- ◆ Cooperate with the local Police. They will welcome your interest and assistance. Your awareness will help to increase their effectiveness. Do not attempt to question or detain anyone suspected of wrongdoing. Municipal law enforcement officers are trained in the procedures and techniques required to investigate and apprehend wrongdoers.

We hope these suggestions will be helpful to residents.

**Appendix 5:**

**Swimming Pool Rules and Regulations**

The following rules and regulations are for the protection and benefit of all to assure safe and sanitary operation of the pool facilities. Resident cooperation in abiding by these conditions will afford a pleasant relaxation and recreational atmosphere for all concerned. Parents are requested to caution their children to observe all rules and regulations and obey instructions of all employees and lifeguard personnel.

Any failure to comply with these rules shall be considered sufficient cause for any action deemed necessary by the Association, including the barring of violators from the use of the pool area.

The pool will be supervised by a qualified head lifeguard and assistants who will be under direct supervision of the pool management company. All persons using the pool will be required to register with lifeguard by showing their pool pass.

The assistance of those utilizing the pool is not only needed but required to make the pool an enjoyable facility for all residents.

- ◆ All persons using the pool or pool area do so at their own risk and sole responsibility. The Association and Managing Agent do not assume responsibility for any accident or injury in connection with such use.
- ◆ There will be no fee or charge for the use of the pool by residents upon application. *{NOTE: Unit owner's balances/fees must be current.}* Each unit is entitled to two (2) free seasonal guest passes upon request. Additional guest passes may be obtained from the Management office on the day of use on weekdays. Passes needed for the weekend and holidays during the coming week can be obtained from the office on Fridays on the following fee basis per pass:

- Weekdays.....\$2.00 per day

- Sat., Sun., & Holidays.....\$3.00 per day

The Association reserves the right to limit and discontinue issue of guest passes at its sole discretion.

- ◆ Unit owners will be held responsible for all actions of their family members, tenants and guests.
- ◆ The cost of any property damage will be charged to the responsible unit owner and/or resident/guest.
- ◆ The Association will not be responsible for loss or damage to any personal property of any kind.
- ◆ The use of the pool and pool area is permissive only.
- ◆ The pool may be closed at any time due to either breakdown or other operational difficulties and at the discretion of the head lifeguard.
- ◆ All swimmers should shower before entering the pools.
- ◆ Children under age 14 must be accompanied/supervised by a responsible adult at all times.
- ◆ No one under 16 will be permitted to use the pool until they can comply with the minimum standards of water safety as determined by the head lifeguard.
- ◆ Children may use the wading pool only when accompanied by an adult.
- ◆ Patrons wearing cloth or regular disposable diapers are not permitted to enter the pool water. (Children not toilet-trained must wear swim diapers at all times in the water).
- ◆ Running, pushing, wrestling, ball playing or causing undue disturbance in or about the pool area will not be tolerated.
- ◆ No life preservers, inner tubes, water wings or play equipment may be used in the pool. (This does not include instructional device used in conjunction

with training under the direction of qualified pool attendants.)

- ◆ No pets are allowed within the pool area.
- ◆ No wheeled vehicles are allowed in the pool area.
- ◆ No street footwear will be permitted on concrete apron portion of the pool area.
- ◆ Persons having any infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, open sores, bandages, or any communicable disease of any kind are not permitted into the pool.
- ◆ Spouting of water and similar un-hygienic actions will not be permitted in the pool.
- ◆ NO FOOD OR ALCOHOLIC BEVERAGES ALLOWED INTO THE POOL AREA. NON-ALCOHOLIC BEVERAGES MAY BE BROUGHT IN PLASTIC CONTAINERS OR CANS AND ARE ALLOWED CONSUMPTION 20 ft. AWAY FROM THE POOLS IN ACCORDANCE TO CITY HEALTH REGULATIONS. Trash and refuse must be placed in the receptacles provided. NO GLASS OR ANY LIKE CONTAINERS OF ANY KIND ARE PERMITTED WITHIN THE POOL AREA.
- ◆ All persons use this facility at their own risk and in conformance with all rules and regulations. Any person may be required to leave the pool or pool area at the discretion of the attendant in charge for violation of the rules and regulations, or for any other reason, which in their judgment constitutes a hazard to others or to the Association or management.
- ◆ The head lifeguard is responsible for enforcement of the rules. He/she has authorization to temporarily deprive any resident or guest use of this facility. A written statement will be filed with the Management office within 24 hours if such action is taken.
- ◆ These rules may be revised or additional rules established at any time.
- ◆ Failure of owners, residents or guests to comply with the above will result in enforcement action by the Association.
- ◆ The Association reserves the right to refuse entry to unauthorized persons and/or to suspend pool privileges due to rule violations or nonpayment of Association assessments.

## Appendix 6:

### Collection Matters

#### *Condominium Fees:*

In accordance to Policy Resolution No 03-01 effective August 1, 2003, the policy for the payment of all money owed to the Condominium is as follows:

- ◆ All monthly condominium fees are due on the first day of the month.
  - ◆ If payment is not received by the 12<sup>th</sup> of the month, a late charge of \$25 will be assessed to the owners' account.
  - ◆ Payments are applied to the oldest outstanding condominium fees first and then against the current condominium fees.
  - ◆ If payment is not received by the last day of the month, a certified notice will be sent to the owner at their address of record notifying the owner that they have 10 days to pay the balance due. In addition, a \$25 cost of collection will be assessed at this time.
  - ◆ The 30 day certified notice will also notify the owner that if not paid after sixty days from the date of this notice, their "Reserved Parking" space or spaces will be blacked out and become a visitor space.
  - ◆ On the 45<sup>th</sup> day, owners who rent their units, will receive a notice from the Association pursuant to Paragraph 3 of the lease addendum, that their tenant will be required to pay all future rents to the Association, until the delinquent balance is paid in full.
  - ◆ If a unit owner fails to timely pay two consecutive assessment installments, the condominium fees will be accelerated for the remaining portion of the year and a lien against the property will be filed. The accelerated assessments shall be immediately due and payable in full upon written notice to the owner.
- ◆ The owner will be responsible for all collection costs, including attorney's fees and court costs.
  - ◆ Checks (or if applicable, electronic funds transfers) returned as NSF (Non-sufficient funds) will be assessed a \$35 NSF processing charge, plus any fee charged by the bank. Two NSF checks received from an owner or his agent will result in requiring all future payments to be made by money order or certified check.

## **Appendix 7: Process for Violations to Rules and Regulations/Covenants Committee Procedures and Responsibilities**

Violations to any of the aforementioned Rules and Regulations or Condominium Instruments will be issued by Management immediately following noted violation. Management will inform the resident of the violation in writing. The owner/resident will have 7 days (or such other time period specified in the notice of violation) to comply with the notification by fixing the problem, or disputing the notice in writing. If a dispute in writing (requesting a hearing in front of the Covenants Committee) is not received within the time period specified in the notice of violation, the owner may be charged a violation charge of up to \$50 per violation or up to \$10 per day for violations of a continuing nature (for up to 90 days or when the violation is corrected, whichever occurs first). Violation charges are treated as an assessment against the unit owner and his/her unit and are immediately due and payable upon notice.

### **COVENANTS COMMITTEE PROCEDURES**

WHEREAS, consistent with Section 3.18 of the Bolling Brook Association Bylaws, the Board of Directors (Board) is adopting procedures for the Covenants Committee to follow for considerations and decisions on violation cases, and

WHEREAS, for the benefit and protection of Bolling Brook Association and of individual members, the Board deems it desirable to establish procedures to assure due process in cases involving a question of compliance with the Condominium Instruments and Rules and Regulation of Bolling Brook, and to attempt to minimize the necessity of seeking judicial action, it is

RESOLVED, that the Covenants Committee shall carry out the duties specified in Section 3.18 of the Bolling Brook Association Bylaws and may over time develop general criteria (subject to Board approval) for making decisions on various categories of violations based on cases brought to it, and it is

FURTHER RESOLVED, that the following procedures shall govern the activities of the Covenants Committee (Committee):

#### A. MEETING

1. Frequency – Regular meetings of the Committee shall be held at a time and in a place to be determined by the Committee chairperson.
2. Conduct - All regular and adjourned meetings shall be open to the public, except the Committee may meet in closed executive session to hear and/or consider a particular complaint.
3. Officers - The Committee annually shall elect a chairperson and a vice chairperson to act in the temporary absence of the chairperson. A vacancy in the office of chairperson shall be filled by election and not by automatic succession.
4. Quorum - A majority of the voting members of the Committee shall constitute a quorum and a quorum must be present at all times during a meeting. If less than a quorum is present, those present may adjourn the meeting from time to time.

5. Action - All actions of the Committee shall be determined by a majority vote of those present except for granting of temporary exception permits which shall require a two-thirds vote.
6. Records - The Property Manager shall record and maintain files of all ruling requests, complaints and decisions of the Committee. Minutes of Committee decisions shall be signed by the chairperson of record for that meeting. All records are open to members and may be reviewed in accordance with the Member Access to Records Resolution and the Virginia Condominium Act (however, the Association may withhold access to certain records as permitted under Section 55-79.74:1(C) of the Condominium Act).

B. REQUEST FOR USE RULING

1. Request - Any owner/member may request a ruling from the Committee as to whether a specific use of the unit owned or occupied by him would be or is in violation of the Condominium Instruments or Rules and Regulations by filing with the Property Manager an application which sets forth:
  - a. A description of the intended activity or use, including the potential impact on neighboring units; and
  - b. A statement by application that he has given a copy of the application to the owners of at least three units nearest his unit.
2. Affected Party
  - a. Definition of an "Affected Party" for purposes of this Resolution is:
    - (1) Any unit owner whose property or interests is, or would be, materially affected by the Committee's decision; and
    - (2) Any renter or other resident in the Condominium whose property or interests is, or would be, materially affected by the Committee's decision;

And one who has not been denied that status. The Committee may deny any request for Affected Party status, unless made by the Board, if it determines that the owner's property or the interests of the members of the entity are not materially affected by the Committee's decision.
  - b. Registration - Any owner or resident wishing to be recognized as an Affected Party (for purposes of a Request for a Ruling) shall so register by calling the Bolling Brook management office by 5:00 pm the Friday before a scheduled meeting at which the request is to be considered by dropping a written request at the management office.
  - c. Rights - Any Affected Party will be sent notice of decisions, will be sent notice of appeal by the applicant, and may file his own appeal, all with respect to the request as to which he is an Affected Party.

3. Consideration
  - a. The Committee shall consider such request at its first regular meeting after such request is properly filed.
  - b. The Property Manager shall give prompt notice to the parties of the time and place of the meeting.
  - c. Applicants and Affected parties may address the Committee in support of their positions.
  - d. The order of presentation and time limits shall be:
    - (1) The applicant (5 minutes)
    - (2) The Affected party (5 minutes)
    - (3) Each party is permitted to reply to the other's presentation (3 minutes each)
  - e. Time limit extensions may be granted for good cause at the Chairperson's discretion.
  - f. Persons wishing to speak at the meeting should notify the Bolling Brook Office by 5:00 pm the Friday before the meeting.
4. Action - The Committee may:
  - a. Request additional information and/or defer action to a specific date;
  - b. Rule such proposed use is or is not in violation of the Governing Documents and, if determined a violation, initiate the informal resolution, notice of violation/hearing procedures specified in the "Complaint" section of this Resolution; and/or
  - c. Develop a generalized use guideline or recommendations for review and adoption by the Board.
5. Notice - Within ten days after the Committee decision, written notice of the decision shall be sent by certified mail to the applicant and the Affected Parties.
6. Appeal - The Committee's decision may be appealed to the Board by the applicant or Affected Parties by written notice received by the Association's Property Manager within 14 days of the date of the notice of the Committee's decision .

C. MAINTENANCE ADVISORY

1. Purpose - An advisory opinion by the Property Manager concerning possible lack of maintenance involving vegetation; refuse and debris, and lack of maintenance of improvements is intended to provide guidance on the need to maintain one's property and allow a unit owner sufficient time to plan and arrange for the maintenance.

2. Origination

- a. In situations in which the possible lack of maintenance of a property is noted by the Property Manager, the Property Manager may initially advise a unit owner of his opinion concerning these conditions and will indicate when the area will be revisited. If, upon the revisit, no action has been taken to maintain the property of the condition has worsened, the Property Manager may then file a complaint against the unit owner. However, at any time, if the Property Manager notes that the property is for sale, the property Manager may immediately file a complaint.
- b. If, in the opinion of the Property Manager, a lack of maintenance of a property is noted while conducting an inspection in accordance with the Virginia Property Owner's Association Act (POAA), Bolling Brook Staff will immediately provide the owner/seller and the contract purchaser with a letter advising them of the possible lack of maintenance and will indicate when staff will revisit the area.

D. COMPLAINTS

1. Origination

- a. Complaints alleging violations of the Condominium Instruments and Rules and Regulations (collectively referred to as the "Governing Documents") shall be filed with the Property Manager on forms provided by this resolution, setting forth the nature of the complaint. Complaints may be filed by any member of Bolling Brook Association. The Property Manager will immediately acknowledge receipt of the complaint and advise the unit owner and/or member that a complaint has been received; that it will conduct an inspection of the property to verify the accuracy of the complaint; and that it will notify the unit owner of the results of its inspection. The inspection will be conducted in order of receipt of the complaint.
- b. Bolling Brook Association's Managing Agent or Board may begin enforcement action on its own initiative, though, without receiving a complaint in the manner above if the alleged violation otherwise comes to the attention of the Managing Agent or a Board member and the circumstances warrant action. Complaints concerning the possible lack of maintenance will usually not be initiated until after the unit owner has been advised through the advisory process, "C.", above, unless the unit is for sale.

2. Member/Resident Responsibilities - All members (i.e., unit owners) and residents are subject to all provisions of the Governing Documents. Complaints involving units occupied by renters must be made against the owner of such unit. It is the owner's responsibility to then ensure compliance by his/her tenants, and failure to do so can lead to additional enforcement action by the Association.

3. Informal Resolution

- a. The Property Manager shall view the conditions alleged in the complaint and contact the owner and/or renter to affect an informal resolution of the complaint.

- b. If, within 10 days or other reasonable time period acceptable to the Association, such informal resolution is not accomplished or if in the opinion of the Property Manager, informal resolution cannot be effected, the Property Manager shall, within a reasonable period of time thereafter, send the responsible unit owner written notice of the violation as specified below..

4. Notice of Violation.

- a. To initiate formal enforcement action, the Property Manager shall send a written notice of violation to the responsible unit owner by first-class mail at the owner's address of record with the Association. If the violation is by a tenant, the Property Manager may also send the notice of violation to the tenant at the unit address.
- b. The notice of violation shall contain the following minimum information:
  - (1) The unit owner's name.
  - (2) The alleged violation.
  - (3) The action required to abate or correct the alleged violation.
  - (4) For violations of a continuing nature, a request or demand that the alleged violation be abated or corrected within 15 days of the date of the notice or such other time period as may be appropriate under the circumstances, in the discretion of the Board or Property Manager.
  - (5) A statement to the effect that the owner must request in writing a hearing in front of the Committee if the owner wants to contest the cited violation or the imposition of certain sanctions. The letter shall advise the owner that if no hearing is requested within the stated time period, then the owner will be deemed to have waived the opportunity for a hearing and the Board may then impose the applicable sanctions as it deems appropriate. The demand letter may be combined with the notice of hearing referenced below, if previous notices of violation for the same type of violation have been sent to the Owner, or if otherwise determined by the Board or Property Manager to be appropriate.

5. Notice of Hearing

- a. If a hearing is timely requested by the owner or if a hearing is otherwise scheduled, then notice of hearings before the Committee shall be sent at least 14 days in advance of the hearing date:
  - (1) By certified, return receipt mail, and regular mail to the owner at the addresses on file with the Association; and
  - (2) By hand or regular first-class mail to the members of the Committee.

At the discretion of the Property Manager or Board, a copy of the hearing notice may also be sent to the complainant and, if applicable, to the owner's renter who is involved with the alleged violation.

The failure of any party to receive such notice shall not serve to invalidate the notice or to delay the proceedings.

- b. The notice shall set forth (1) the date, time, and place of the hearing, (2) the action(s) or condition(s) that allegedly violate the Governing Documents, (3) the provision(s) of the Governing Documents alleged to have been violated; (4) a statement, as applicable, that violation charges and/or suspension of privileges may be imposed; and (5) that the owner may, but need to, be represented by his/her legal counsel at the hearing.

6. Hearing

- a. The hearing shall be conducted by the Committee to afford the responsible unit owner a chance to present his or her position regarding the alleged violation(s) of the Governing Documents. However, if the owner fails to appear at the hearing at the scheduled time, the Committee may deem the allegations to have been admitted. All hearings on matters concerning alleged violations of the Governing Documents shall be conducted in execution session at a regular or special meeting of the Committee.
- b. The responsible unit owner, renter (if involved with the alleged violation), complainant, board members and Property Manager may make presentations at a hearing.
- c. The order of presentation and time limits shall be:
  - (1) The complainant, if any, presents evidence (which may include witnesses and documents) of the alleged violation. (5 minutes)
  - (2) The owner and, if applicable, the owner's renter present their evidence (10 minutes)
  - (3) The Property Manager and/or Board members report any attempts to resolve informally the complaint and the results of any inspections of the alleged violation(s), and may present supporting documentation; and
  - (4) Each party is permitted to reply to the other's presentation. (3 minutes)
- d. Time limit extensions may be granted for good cause at the Chairperson's discretion.

7. Decision / Notice of Decision

- a. After all presentations have been made within the allotted time period, the Committee shall deliberate in executive session and decide the matter by majority vote of the members of the Committee participating in the hearing. If additional time is needed to reach a decision, the Committee may continue the hearing to an announced date and time, with no further written notice required. Within seven days after the hearing (including any continuances), the Committee or Property Manager shall notify the unit owner of the Committee's decision in writing, by hand-delivery or by certified mail, return receipt requested, to the owner's address of record with the Association. A copy of the decision shall simultaneously be forwarded to the Board.

- b. The Committee, by majority vote (unless otherwise stated), may:
  - (1) Dismiss the complaint; or
  - (2) Request further information and continue the hearing to a later date, deferring further consideration to the continuance date; or
  - (3) Find that a violation of the Governing Documents did or does exist and decide appropriate steps to correct or eliminate the condition found to be in violation, decide to impose sanctions, such as violation charges or the suspension of privileges (see subsections (a) and (b) below), or make recommendations to the Board regarding enforcement action.
    - (a) Violation Charges. Any charges assessed for violations of the Governing Documents shall be in amounts authorized by Section 9.1(g) of the Bylaws and Section 55-79.80:2 of the Va. Condominium Act (the “Act”) and shall be treated as an assessment against the owner’s unit for the purposes of collection and filing liens. Such amounts also shall be the personal obligation of the unit owner. Currently, the Act provides that for each single violation, a charge of up to \$50.00 can be assessed (however, under the Bylaws, the charge for a single violation cannot exceed 1% of the owner’s annual assessment); or for violations of a continuing nature, a charge of up to \$10 per day can be assessed for up to 90 days or until the violation ceases, whichever occurs first.
    - (b) Suspension of Privileges. Pursuant to the Declaration and the Condominium Act, an owner’s right to use the Association’s recreational facilities and other Association-provided facilities and services may be suspended if that owner’s assessment account is more than 60 days’ past due, with the suspension continuing for the duration of the delinquency. NOTE: A suspension applies to the unit owner and that owner’s family members, guests and tenants, unless the owner is explicitly informed otherwise in writing by the Committee, Board or Property Manager.
  - (4) Find that a violation of the Governing Documents did or does exist and by two-thirds vote, recommend that the Board grant a temporary exception permit for a specified period of time and for specifically stated reasons, but only for the sole purpose of either allowing additional time for compliance or to allowing a reasonable accommodation required under applicable Fair Housing laws.
- c. A tie vote shall be considered as a dismissal of the complaint.

8. Enforcement

- a. The Committee itself shall not be responsible for the enforcement of its decisions. Enforcement is the responsibility of the Board, which may delegate that responsibility to another committee of the Board or to the Property Manager. The Committee may, however, recommend enforcement action to the Board.

- b. The Committee, if it finds a continuing violation, will set a date by which the violation should be corrected. The Property Manager shall bring to the Committee those cases (not previously referred to the Board) in which a violation has been found by the Committee and has not been substantially abated within the time frame set forth in the Committee's decision. The Committee shall then recommend appropriate action, which can be one or more of the following:
  - (1) A request to the Property Manager to continue working with the responsible party to achieve a resolution. This action would be appropriate where the responsible party has demonstrated a good faith effort to abate the violation, but has been unable to do so for valid reasons.
  - (2) A referral to the Board recommending that the Association perform necessary maintenance on a property in accordance with the Governing Documents. This action would be appropriate, for example, in cases where the owner of the property in violation of the maintenance covenant is beyond the effective jurisdiction of the Circuit Court of the City of Alexandria and the violation is affecting or threatening the common elements or other units, or due to other circumstances in which the entry of a mandatory injunction is not practicable or appropriate.
  - (3) A referral to the Board or designated Board committee recommending institution of legal proceedings to enforce the Governing Documents. In making such a recommendation, the Committee shall consider:
    - (a) the impact of the violation on the common elements and/or the immediate neighbors and on the neighborhood in general;
    - (b) the likelihood of continued deterioration and the rate of such deterioration;
    - (c) the precedential value of the violation; and
    - (d) such other facts as the Committee may deem appropriate to the particular case.
  - (4) Such other recommendation as the Committee deems reasonable under all the facts and circumstances of the case.
- c. All matters referred to the Board shall be by recorded action of the Committee.
- d. In urgent cases, the Committee may approve the referral of a violation to the Board for action without a meeting if, the facts and circumstances of the case warrant such expedited referral and all members of the Committee consent, in writing, to such action.
- e. When a matter has been referred to the Board for action, the Board shall have the authority to take any and all enforcement action, including the imposition of

violation charges or other sanctions, available to the Association under the Governing Documents.

9. Appeals to the Board. The responsible owner may appeal the Committee's decision to the Board of Directors by written notice submitted to and received by the Association's Property Manager within 10 days of the date of the notice of the Committee's decision. Any other unit owner or resident who is materially and detrimentally affected by the Committee's decision may also appeal that decision by written notice submitted to and received by the Association's Property Manager within 5 days of such owner or resident receiving/having actual notice or knowledge of the Committee's decision. The Board may also, on its own initiative or at the request of the Property Manager, review and either reverse or modify the Committee's decision.

The Board also reserves the right to act in the place of the Covenants Committee in the event the Committee is inactive or is otherwise unable to act under the circumstances.

10. Application of these Procedures/Other Remedies.

The Covenants Committee procedures set forth in this document shall not be interpreted to require a hearing prior to assessment of violation charges or suspension of privileges if a hearing is not timely requested after receipt of a notice of violation (as specified above), or to prevent the Association's Board of Directors from exercising, on its own, any remedies authorized or available under the Act or the Governing Documents. The exercise of any one or more remedies shall not constitute an election of remedies, and remedies may be cumulative.

The notice and hearing procedures specified in this document are applicable to all alleged violations of the Governing Documents for which the Committee (or the Board, acting in place of the Committee) is contemplating imposing violation charges against a unit owner or suspending an owner's right to use the Association's recreational facilities and other Association-provided facilities and services. However, the notice and hearing procedures in this document are not prerequisites for taking any other type of enforcement action available to the Association.

In addition, for suspensions of privileges due to nonpayment of assessments, the notice of violation referenced above is not required to be sent to the delinquent owner as long as the Association has sent that owner another written communication or invoice advising of the potential suspension and the owner's right to request a hearing within a specified number of days.

**BOLLING BROOK CONDOMINIUM**

**REQUEST FOR APPROVAL OF ALTERATION**

Owner's Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Type of alteration:

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

Please describe the color, style, materials, size and location of the proposed alteration as completely as possible (An incomplete description can result in denial of application).

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

Please include copies of any photographs, drawings or plans, which would help the Board of Directors or the Covenants Committee, make a decision. Also, any permits needed from the City of Alexandria are the responsibility of the homeowners.

In the event of damage to other property or common area, the homeowner would be responsible for immediate repair or replacement. In the event that approval is granted, work must be completed within 90 days of the start date. Otherwise, a new application must be submitted.

Send requests to:

Bolling Brook Condominium  
C/O Quantum Real Estate Management  
3240 S. 28<sup>th</sup> Street  
Alexandria, VA 22302  
(703) 931-3660

I have read and understand the above requirements and have completed the application to the best of my ability.

\_\_\_\_\_  
Owner's Signature (required)