



FAIRLINGTON ARBOR

Living in the Arbor

Resident Handbook

WELCOME TO THE ARBOR!

Whether you are a long-time owner, new owner, or renting in the Arbor, we are pleased to have you as part of our community. This handbook, *Living in the Arbor*, is intended to provide you with necessary information on many aspects of day-to-day life and to answer inquiries you may have about living in this community. Keep it handy, or check the online version at www.arboronline.org to find most of the answers to your questions. Of course, you are always free to pick up the phone, send an email, or stop by the management office if you need clarifications or additional information.

We hope you enjoy your time in the Arbor!

Fairlington Arbor Board of Directors
February 2021

IMPORTANT PHONE NUMBERS

Fairlington Arbor Office, 3472 S. Utah, #A1	703.671.1575
Cardinal Management 24-Hour Emergency Line	866.370.2989
Cardinal Management – Business Office	703.565.5012
A-1 Towing	703.416.0710
Abandoned Vehicles	703.358.4144
Animal Warden	703.931.9241
Arlington County Police, non-emergency	703.558.2222
Dominion Virginia Power	866.366.4357

E-MAIL CONTACTS

Management:

General Manager (Arbor Office) facilities.fairlingtonarbor@gmail.com

Board Members:

President president.fairlingtonarbor@gmail.com

Vice-President vicepresident.fairlingtonarbor@gmail.com

Member at Large boardofficer.fairlingtonarbor@gmail.com

Treasurer treasurer.fairlingtonarbor@gmail.com

Secretary secretary.fairlingtonarbor@gmail.com

Please visit the Fairlington Arbor website, www.arboronline.org, for an up-to-date roster of our current Board members and their roles.

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INTRODUCTION TO FAIRLINGTON

Fairlington is a historic community with a unique place in U.S. history. As Washington DC's population grew during the beginning years of World War II, the area faced a severe housing shortage. President Franklin D. Roosevelt directed the War Department to build housing for defense workers coming into the region. The department established the Defense Homes Corporation, which built Fairlington (named for Fairfax and Arlington counties).

Though wartime resources were scarce, the government made Fairlington's construction a priority, and builder Thompson-Starrett obtained quality materials. Architect Kenneth Franzheim served as lead designer, and construction began in 1942. Military and civilian families moved at the beginning of May 1943. By 1945, when the project was completed, 3,400 homes were available in the country's largest permanent housing development. The Defense Homes Corporation managed Fairlington until 1947, when it sold the property to two Texas businessmen. Their firm, Fairmac, operated Fairlington as a rental community for the next thirty years.

In the mid-1970s, Fairmac converted the community into seven legal entities under the Virginia Condominium Act. Six of the condominiums lie on the southeast side of I-395, including the Arbor, the Glen, the Commons, the Green, the Meadows, and the Mews. Fairlington Villages (or North Fairlington) is a single association with 1,703 units, all to the north of I-395. Each of these seven communities is governed independently through their own Board of Directors.

During the conversion to condominiums in the 1970s, all units underwent extensive interior and exterior renovation. The original steam heating system was replaced with electric heating and air conditioning; communal basements were made into private, finished basements; and each ground floor unit gained a fenced patio. Extensive landscaping was completed, and each association was provided with tennis courts and a swimming pool.

Fairlington Arbor is the largest of the Fairlington associations south of I-395, with 367 units covering 25 acres, with units ranging from 1-bedroom apartments to 3-bedroom townhouses.

Arbor residents interested in the history of Fairlington are encouraged to visit www.fairlington.org and read Fairlington at 50, by Catherine D. Fellows, a detailed history of the community published by Fairlington Historical Society.

MAP OF FAIRLINGTON ARBOR



OWNING IN THE ARBOR

CONDOMINIUM OWNERSHIP

Fairlington Arbor, or “The Arbor,” is a condominium association organized under the Virginia Condominium Act. Its formal name is the *Council of Co-Owners of Fairlington Arbor*.

Arbor owners are the sole owners of their units. They have a deed just like the owner of a single-family house, but they also have an ownership interest in a shared property. The common property share is outlined in the Fairlington Arbor Declaration, sometimes called “[Exhibit C.](#)” A copy of this legal document is on file in the Arlington County Courthouse, at the Arbor Office, and online at www.arboronline.org.

Owners own their entire unit except for the roof and drainage lines under the floor slab, as long as they serve more than one unit. Vertical boundaries are the plane of the exterior wall's outer surface and the centerline's plane with a neighbor. Horizontal boundaries are the plane of the lowest floor slab's underside and the underside of the roof's exterior surface (excluding roof shingles).

For apartment units, horizontal ownership extends to the unit's sub-flooring above if you do not have a roof or the unit below if you do not have a basement slab. (However, individual ownership does not imply an absolute right to make changes to one's property, as the Arbor bylaws explain in Article VI. See [Appendix A.](#))

Note: For more information regarding maintenance and repair responsibilities for unit's components, including boundaries, see Chart of Maintenance Obligations on [Appendix F.](#)

OWNERS' INTEREST IN COMMON ELEMENTS

The general common elements are all portions of the condominium outside of the individual units, except for each ground level unit's fenced area. Common elements include all the public areas such as parking lots, sidewalks, greens, and structures such as the swimming pool, fences, playground, and tennis courts. Common elements also include underground utilities such as sewer and water pipes.

The fenced areas behind ground-floor units are defined as “*Limited Common Elements.*” While these areas belong to the Arbor, they are reserved for the unit owner's exclusive use.

Notably, the ownership interest in the common elements does not separate from each unit's ownership interest. That means that the ownership of an undivided interest in the common elements, called a percentage interest, gives the owner the right to participate in Fairlington Arbor's governance. It also obligates the owner to pay a pro-rata share of expenses, allocated as assessments.

OWNERS' OBLIGATION TO PAY CONDO FEES

A unit owner's annual contribution to the condominium's expenses (assessment) is proportional to their undivided interest in the common elements. The condominium Declaration establishes each unit's percentage value, which is generally proportionate to its size.

Each owner's monthly assessment is the result of the total condominium assessment multiplied by the proportionate interest. In addition to an annual assessment, special assessments may be levied by the Board if necessary.

Regular monthly assessments are due on or before the first day of each month. Owners may pay their monthly fee by automatic debit, bill pay, or mailing a payment and coupon to the designated address. The Arbor strongly encourages owners to arrange for direct debit as it saves expenses on printing and mailing coupon books.

MANAGEMENT ACCESS TO UNITS

In a public safety emergency, management may need access to your unit, as provided by the bylaws (*see Right of Entry*). If you have provided emergency contact information to the Arbor Office's management agent, the on-site manager will make all reasonable efforts to contact you. If necessary, management may call a locksmith to gain entry.

INSURANCE – MASTER POLICY VERSUS HO6 POLICY

The bylaws require the Arbor to obtain specific insurance policies to protect common property and, to a limited extent, individual unit owners. In addition to the master policy discussed below, the Arbor has Workers' Compensation, General Liability, Fidelity Bond, Directors' and Officers' coverage, a Commercial Umbrella, and Vehicle Coverage.

It is essential to understand the difference between the insurance coverage for the common property owned by all co-owners through the Arbor Association and the insurance that each owner purchases to protect their unit. ***The Board strongly recommends that all Arbor owners and residents discuss insurance coverage with their insurance agents and obtain necessary protection.***

Master Policy

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

The master policy covers each unit in the condition as of the condominium conversion in the 1970s. It does **not** cover the contents, and it does **not** cover “betterments and improvements” such as carpets, appliances, cabinets, or countertops. For example, replacing cabinets and a granite countertop would be covered only for the original cabinets and Formica countertop's replacement value. The co-owner responsible for the loss covered under the master policy will be liable to cover the deductible for such a claim (\$10,000), except for flood-related claims (\$10,000). However, if the source of the loss is outside the owner's unit and is in the common area, then the Arbor will cover the deductible cost. The master policy will pay based on terms in effect at the time of the loss. If a loss is sustained jointly by more than one co-owner, the deductible is shared among them as determined by the Board of Directors.

Homeowner's Policy

All co-owners within the Arbor are strongly encouraged to have individual insurance policies to protect their units better. These policies, known as HO-6 policies, can provide coverage for personal property, unit improvements, betterments, additions and alterations, additional living expenses, and personal liability. *They can also be purchased to cover the amount between the deductible on the HO-6 policy and the deductible of the master policy.*

Owners are also advised to get a special sewer backup endorsement for personal property coverage damaged by a sewer backup. Most insurance carriers offer riders on homeowner policies for sewer backups and floods, but all owners should consult their insurance companies to be sure.

Non-resident owners who are renting their units may not need coverage for personal property or additional living expenses; however, they do have all the other insurable exposures of a resident owner. They may also be insured for loss of rental income.

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

LEASING IN THE ARBOR

Many Arbor residents are tenants, some of whom have lived here for twenty or more years. The Arbor currently places no restrictions on owners' ability to lease their units. Owners are responsible for ensuring that they are aware of all Arbor bylaws and policies. All unit owners are directly responsible for their tenants' activities within Fairlington Arbor.

Tenants must abide by and comply with all Arbor bylaws and policies. They are encouraged to share in the community through social and recreational activities, common area gardening (through the Green Thumbs Grounds Committee), and court-based activities that may arise informally.

POLICY: TENANT REGISTRATION FOR ALL LEASED UNITS

The Arbor has specific policies about leasing in the Arbor, among the most important are:

- All unit owners must provide a copy of the Resident's Handbook to their tenants when signing the lease agreement.
- All tenants are required to submit a copy of their lease agreement to the management office.
- All tenants are required to register with the management office.
- Unit owners who don't reside at the Arbor must provide up-to-date emergency contact information to the management.

If you are an owner renting your unit, please turn to **Appendix B**, and read the policy carefully to understand your obligations.

ARBOR GOVERNANCE

Fairlington Arbor operates under its Declaration and the bylaws, which conform to the Virginia Condominium Act. The Declaration – sometimes called “Exhibit C” – establishes Fairlington Arbor as a condominium, defines its property, and sets the boundaries of each unit type and its percentage ownership of the undivided interest in common elements.

BYLAWS

The bylaws are the association’s essential governing document. The bylaws establish the mutual obligations of unit owners and the Council. They set the rules for the board of directors' election and service, require the collection of unit assessments for operating and reserve budgets, obligate the Council and unit owners to maintain their respective property, and restrict the use of Council and unit property. With one exception, changes to the bylaws may be made by a sixty-seven percent majority of the interest held by all homeowners. That exception is the “Rules of Conduct” found in Article VI, Section 7 of the bylaws, which can be amended directly by the Board of Directors.

The Arbor’s bylaws are included at the back of this Handbook as [Appendix A](#).

BOARD OF DIRECTORS

The Board of Directors is the Council’s executive body. The Board has five members who are owners in the Arbor and who serve as volunteers without compensation. Directors are elected at an annual meeting to staggered three-year terms. The Board fills interim vacancies until the next election.

The Board is empowered to appoint officers. Those officers include a president, vice president, treasurer, secretary, and an at-large member who may also take an officer title at the Board's discretion. The Board has the discretion to shift responsibilities and duties between the officers as necessary to match each of their talents.

The Board has the authority to make decisions in all areas except those matters that the bylaws reserve to the Council membership. The Board’s primary responsibilities include:

- Retention of the association’s management company for the day-to-day administration of the Arbor
- Long-range planning, including capital replacement projections

- Proposing an annual budget to the Council and enacting a new assessment schedule if the budget is insufficient for operating expenses and reserve funds.
- Authorizing legal action where co-owners are delinquent.
- Approving service contracts.
- Adopting policies and rules within constraints of bylaws and overseeing enforcement.
- Communicating with owners and residents.

Notably, the Board *is not responsible* for approving the Arbor's annual budget. Each year, the proposed budget is delivered to all owners for review and later voted on at the Arbor's annual meeting.

MANAGEMENT AGENT

The Arbor Board of Directors has contracted with a professional management company to handle the Arbor's day-to-day management, including on-site maintenance, collection and accounting of assessments, vendor selection and management, financial management, human resources, and other professional services. The management company, referred to here as the Management Agent, reports directly to the Board of Directors.

The Arbor's Management Agent is Cardinal Management Group. They work with the Board to protect the owners' investments and the residents' quality of life. Residents can learn more about Cardinal Management Group at www.cardinalmanagementgroup.com.

Cardinal currently has three full-time employees working in the Arbor, including an on-site General Manager and two on-site maintenance employees. An experienced Community Manager at Cardinal, who oversees more than one association, is also assigned to the Arbor. The Arbor further benefits through Cardinal's accounting and finance teams and its experience with contracting and budgeting.

Residents' first point of contact for any questions or concerns, should be the on-site General Manager, whose contact information is available on [page 2](#) of this manual.

ARBOR BOARD MEETINGS

The Fairlington Arbor Board currently meets via virtual format. The Board may choose to conduct meetings in person at a later time. Special meetings are held as needed. All meetings are announced through Arbor alerts.

All unit owners can sign up to be notified via email of each meeting's time and date. Unit owners wishing to address the Board during a meeting may do so during the Owner's Forum section at the beginning of each meeting. The Arbor management agent attends Board meetings as well. A Cardinal administrative associate records all meeting's minutes. Owners who wish to request a copy of the approved minutes of a meeting may request a copy anytime by contacting the Arbor management office.

Note: Board meetings may be postponed or rescheduled at the Board's discretion based on quorum requirements. If so, homeowners will be notified via Arbor Alerts.

MEETINGS OF CO-OWNERS

Fairlington Arbor holds two full Council of Co-Owner meetings each year in addition to the monthly Board meetings: the Annual Meeting, and the Budget Meeting. Attendance or participation-by-proxy in these all-community meetings is essential. At least 34 percent of all co-owners (by ownership percentage) must be present, in person or by proxy, to formally conduct the Council's business.

Annual Meeting/Election Meeting. In April, the owners meet to elect members to the Board of Directors.

Budget Meeting. In September, owners meet to vote on the Arbor budget prepared by the Board and previously delivered in proposal form to all co-owners. At the meeting, the Board Treasurer will present the proposed budget and address any questions attendants may have. The Board may opt to establish a finance committee to assist the treasurer during the budgeting process. Such a committee may be dissolved once the budget has been adopted.

COURT REPRESENTATIVES

Fairlington Arbor is divided into Twelve courts; each court is formed by a group of units generally convened around a parking lot. Typically, each court has one or two residents that assist management and the Board with communication-related tasks between residents and management. In general, the court representative will help with:

- Welcoming new residents – both owners and renters – to the Arbor and provide introductory materials, such as this handbook.
- Serve as a public resource to residents on how the community functions regarding but not limited to management, parking, trash and recycling, tennis courts, pool season, and pet rules.
- Deliver the Arbor management's notices directly to each door.

- Distribute and collect annual pool and tennis pass forms, and to distribute those passes.

ARBOR COMMITTEES

The Association's Bylaws provide that the president of the Board of Directors has the power to appoint committees from among the co-owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council. Such committees shall be structured by the Board and serve under the direction of such.

All committee meetings must be announced through the "Arbor Alert" email subscription service explained below. All members are welcome to attend committee meetings and participate. However, the Board reserves the right to create a more limited meeting format, if necessary.

If you want to learn more about the Arbor's current committees or are interested in joining, please contact the management office.

NEWSLETTER AND OTHER COMMUNICATIONS

Arbor residents can receive news and notices about the Arbor through many different channels, including:

- Arbor Alerts. Arbor residents can subscribe to e-mail alerts for important and timely information regarding emergencies, upcoming meetings, recreational activities, and more. All residents and unit owners are encouraged to sign-up at www.arboronline.org. This e-mail alert system is essential for all Arbor residents.
- Arbor Website. The Arbor website at www.arboronline.org contains current news and a wealth of material similar to what you see in this Handbook. The website is currently being redesigned with an all-inclusive platform that will facilitate communication between residents, owners, and management and provide specific information to every unit owner regarding their financials.
- Arbor Newsletter. The Arbor has traditionally published a two-page quarterly newsletter containing highlights of Arbor-specific news. Given the availability of information on the Arbor website, this hard-copy newsletter may be phased out at some point in the near future.
- All Fairlington Bulletin. The Fairlington Citizens Association publishes its own monthly newsletter with information helpful to the entire Fairlington community. Unlike the Arbor newsletter, this newsletter does not address Arbor-specific issues.

- Arbor Board Meeting Minutes. Board meeting minutes are available to all homeowners who wish to review them. If you would like to request a copy of any Board meeting minutes, please contact the management office.

ARBOR SERVICES

ON-SITE OFFICE AND STAFF

The Arbor's General Manager administers the on-site office and is in charge of running the day-to-day operations.

The office conference room is used for a number of functions such as committee meetings, contractor's meetings, and Board work sessions, among others.

The Arbor office is located in Court 2 at 3472 #A1 S. Utah Street, best reached from its patio entrance near the pool access road. The office phone number is 703.671.1575. Office hours are from Monday to Friday from 9:00 a.m. to 5:00 p.m. Office is closed on weekends and federal holidays.

Note that the office does not keep individual unit keys or provide lock-out services.

COMMON AREA MAINTENANCE

On-site staff and contractors perform maintenance of common elements.

Residents should report maintenance needs for common areas to the Management Agent by contacting the Arbor office.

For your convenience, the Board developed a Maintenance Obligations chart that describes which maintenance aspects are handled by the Association and which are the responsibility of co-owners. This chart has been developed in connection with the Arbor's primary governing documents, such as the Master Deed and the Bylaws.

You can find the Maintenance Obligations Chart at the end of this handbook under Appendix G.

TRASH PICK-UP

The Arbor contracts with an outside vendor, currently Capitol Services of Virginia (<http://www.capitolservicesofva.com/>), for trash and recycling needs. In cooperation with Capitol Services, the following trash rules and guidelines are in force:

Regular household trash is picked up Monday through Saturday except for Thanksgiving, Christmas, and New Year's Day. All garbage should be in secured trash bags and put out by 8:00 a.m. on weekdays and 9:00 a.m. on Saturdays. Trash should not be put out the night before. This rule is essential to protect our community against rodents and birds that rip open bags and spread trash and

garbage around. Trash bags should be placed on the sidewalk in front of your unit or at the end of the walkway in front of your unit.

Keep trash separate from recycling. Do not put trash items in or near the recycling bins (see Recycling Pick-Up below).

Large trash, or bulk items, may be put out at the designated location in each court on the first Saturday of each month. Please do not put hazardous materials in with bulk (or daily) trash. If you have large or bulk trash mid-month, contact the Arbor office and ask for help contacting the trash hauler, who may be able to arrange a pick-up with the regular trash.

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

Hazardous wastes, including paints, motor oil, household chemicals and other toxics, are unacceptable for curbside disposal. Arlington residents may call the county Water Pollution Control Plant at 703.228.6820 for information on disposal of toxic materials.

RECYCLING PICK-UP

The Arlington County Code mandates recycling in residential units. The Arbor's trash vendor, Capitol Services of Virginia (<http://www.capitol-services-of-va.com/>), also handles recycling pickup.

Recycling is picked up every Wednesday. The vendor will put recycling bins at the entrance to each court on Tuesdays. Materials for recycling should be placed in the containers at the entrance to each court on Tuesday afternoon or before 8:00 am on Wednesday.

Please do not put out recyclables the night before if there are heavy winds in the forecast. With heavy winds, the recycling bins overturn and spill all items into our parking lots and common areas.

Please use the recycling bins appropriately. Consistent with the following guidelines, metal items should be placed in the bins, while paper and cardboard items should be secured and placed next to the bins. Do not place household trash, plastic garbage bags or garbage in the recycling bins.

Recyclable and non-recyclable materials are defined based on the information available at <http://recycling.arlingtonva.us/>. Regardless of the type of item, it is important to remove as much food contamination as possible.

Glass. Glass recycling has been recently prohibited by Arlington County. All glass containers should be discarded at Arlington County's glass disposal designated locations. You can go to the county's link above for a list of the area's designated locations.

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

Aluminum & Tin. *Recyclable* items include all types of metal food and beverage cans, including pet food cans. Rinse clean and crush flat, if possible, to reduce the volume in the bins. *Non-recyclable* material includes jar lids, foil items, and other metal items of any sort.

Plastic. *Recyclable* items include plastic bottles and containers labeled 1 through 7 inside the recycling symbol (e.g., milk and laundry detergent jugs, soda bottles, and water bottles). Rinse, clean, and crush to the extent possible. *Non-recyclable* material includes plastic grocery bags; Styrofoam and plastic deli, salad, fruit, and vegetable containers; meat trays; plastic or Styrofoam frozen food trays; prescription bottles; and all types of packaging materials such as peanuts and bubble wrap.

Paper. *Recyclable* items include clean newspapers, inserts, catalogs, junk mail, magazines, paper bags, computer paper, telephone books, and paperboard boxes (e.g., cereal, cracker, and tissue) flattened. Plastic wrappings and wax paper inserts should be discarded. All paper items must be contained securely in paper bags or tied with string so they do not blow away. Moving and other large boxes should be flattened. *Non-recyclable* items include paper cups and plates, pizza boxes, and any other paper products contaminated by food.

Christmas Tree recycling occurs in early January each year. Multiple pick-up dates are scheduled. Residents will be notified via Arbor Alert when Christmas tree pick-up will occur.

TIP: Stop Junk Mail. Residents wishing to eliminate junk mail (and recycling needs) should visit the Direct Marketing Association's website to opt-out. It is an easy process that is reasonably effective. See <https://www.dmachoice.org/>.

LANDSCAPING

Caring for the trees and landscape of Fairlington Arbor is planned and managed by the Board, with guidance from the on-site Management Office. There may be instances when the (Green Thumbs) landscape committee is asked to advise the board and management office during the process.

For the general maintenance of the common areas, the Arbor engages landscaping contractors to mow, edge, and fertilize the lawns, weed and trim the plantings; mulch trees and foundation beds; and provide landscape enhancements each spring and fall after community requests are considered.

Trees are a part of Fairlington Arbor's beauty, and the Board and management work hard to ensure that they receive proper care.

- Trees in the common area belong to the Arbor. The Arbor engages a certified professional arborist to evaluate and advise on the proper care of these trees.
- Trees between the public streets and sidewalks belong to Arlington County. The County trims the street trees and removes dead or fallen trees as necessary, replacing them with new trees.
- Trees, shrubs, and vines within patios are the property of the unit owner. Owners must keep all those plants adequately trimmed to ensure that they do not interfere with neighboring patios, the fences, building walls, and the soffits, eaves, or roofs of the unit. Pests and diseases must also be addressed before the spread outside of the patio and become a greater hazard in the common areas. Owners who wish to install new plants in patio areas are responsible for ensuring that there is adequate space for the plant when it reaches its full maturity. It is strongly recommended that owners avoid planting invasive plants. (See page 31, Patios). Arbor management will send periodic notices to owners when it determines plants in patio areas are in need of attention. It is the responsibility of each owner to promptly address the items identified by management, or management may arrange for the work to be completed professionally at the owner's expense, as provided in Article VI of the by-laws.

During periods of drought and extreme heat, watering becomes critical, and the Arbor may issue alerts asking for assistance from residents to preserve its substantial investment in the common areas' trees and foundation plantings. Water use is covered in Arbor condominium fees. Generally, shrubs and trees need deep watering once a week during periods of drought and extreme heat.

The Arbor permits owners some latitude for gardening in common areas, including the foundation beds adjacent to individual units, outside patio fences, and elsewhere. See page 30, Gardening in the Common Areas and Article VI, Section 7.9 of the Bylaws.

SNOW PLOWING AND SHOVELING

The Association provides snow removal from parking areas and sidewalks according to a snow removal plan designed and implemented by the Management Office.

Contractors and on-site staff begin work as soon as is reasonably possible after significant snow accumulations. The Board encourages residents to assist with snow removal in the areas immediately adjacent to their units and in parking spots. Homeowner efforts to help neighbors who may not have the physical ability to dig out their cars or sidewalks are especially appreciated.

During snow events, the Arbor's maintenance staff will spread salt around sidewalks and common areas. Keep in mind that while the Arbor uses pet-safe snow melt products, our snow removal company may opt to use non-pet-friendly salt during heavy snow or icy conditions; an Arbor Alert will be sent out by the management staff if this occurs.

ARBOR RECREATIONAL AREAS

Fairlington Arbor has a swimming pool, tot lot (playground), and tennis courts for use by Arbor residents and their guests. General guidelines for the use of these facilities are described in this chapter.

SWIMMING POOL

The community swimming pool is located in the Arbor's geographical center, nestled behind courts 3, 5, and 6 (See map on [page 7](#).) In addition to a large pool, there is a wading pool for toddlers, a grill for cookouts, and a ping pong table.

The Arbor pool is typically open between the Saturday of Memorial Day weekend and the Monday of Labor Day weekend. Residents are notified of the pool operating hours in the weeks ahead of each pool season. Professional lifeguards and a professional pool management company are engaged to ensure a safe and healthy experience.

The pool is for the exclusive use of Fairlington Arbor residents and their guests. As such, all residents wishing to use the pool must obtain a pool pass at the beginning of each season. Court representatives (or the Management Office) will deliver a one-page form to each door that each resident must fill out and return to obtain a pass for the summer pool season. Guest passes are available upon request.

Pool rules are posted on the Arbor website, www.arboronline.org and in the pool facilities. The Board reserves the right to change pool rules as deemed necessary for the health and safety of the community.

TENNIS COURTS

There are three tennis courts in the Arbor. Two of the tennis courts are behind courts 1, 8, 9, and 10. There is an additional court near King St., tucked behind courts 11 and 12. (See map on [page 7](#).) Residents should be prepared to present proof of residency if questioned while using a tennis court, and guests using the courts should be accompanied by a resident. *The tennis courts are strictly for tennis use only* and may not be used for other recreational activities.

PLAYGROUND

The Arbor playground is located behind Court 3, next to the swimming pool. Parents or guardians must ensure appropriate supervision of children while on the playground and throughout the community. Parents and children likewise should be mindful of neighbors in terms of noise.

Children should not swing on gates, swing from trees, climb fences, or play with the cable TV and electrical transformer boxes in common areas. Please use good common sense and be respectful of your neighbors.

COMMON AREA RECREATION

The Arbor's common areas are for the general enjoyment and use of Arbor residents and their guests. Residents using those common areas for informal recreational purposes should be mindful of their neighbors. Please observe the following general guidelines:

- Be conscious of noise levels. Talk to neighbors and understand who has concerns or needs for quiet.
- Keep walkways and porches free of obstructions.
- Put away toys, bikes, scooters, strollers, and like items when not using them; do not leave them out during the day, and certainly not overnight.
- Consider moving social and children's play activities behind the family units. The interior sidewalks and playground area near the pool are excellent places for children to play.

Residents wishing to use common areas for events such as barbecues or parties should discuss their plans with their immediate neighbors and be respectful of the grounds and neighbors' concerns if any. Such activities should be held behind units, when possible, and not in the courtyards near the parked cars where they could be more likely to disturb neighbors. Homeowners are expected to clean up after themselves and their guests after social events.

APARTMENT-STYLE UNITS (B-UNITS)

Many courtyards have units that share an outside door but have separate entrances off an interior hallway. Arbor Management is responsible for the maintenance of these common areas, and particular rules apply.

Common Front Door. The common front door may not be left open. Doing so has the potential to admit rodents and insects.

Common Hallway Mailbox. Please do not let “junk mail” accumulate in the common hallway. Discarding junk mail in the hallway is unsightly, and it can give the appearance to a potential burglar that people are not at home.

Common Hallway Lights and Smoke Detectors. If you notice a hallway light has burned out, call the Arbor Office. If a smoke detector starts “chirping,” the battery may need to be replaced. Again, call the Arbor Office. Do not remove the battery; it puts you and your neighbors in danger.

Common Hallway Smoking. Smokers are strongly encouraged to either smoke inside their units or outside in common areas or patios.

Common Hallway Storage. No items may be regularly stored in the common hallways due to fire hazards, including but not limited to bicycles, tricycles, and baby carriages. Any item obstructing common hallways violates the Arlington County Fire Dept. Code.

Items left in the common areas will be considered abandoned and may be removed at any time without notice.

Inside Common Hallway Doors. The common hallway door leading to the lower level is to be kept locked at all times. If you plan to do plumbing work that requires the water supply to be shut off, please contact the Arbor Office for assistance.

ARCHITECTURAL GUIDELINES

Over the years, the Arbor has developed architectural guidelines to provide general guidance to the community on issues that arise repeatedly. Before contacting the Arbor Office about a variance (see page 34), owners should consult the guidelines below.

ANTENNAE AND SATELLITE DISHES

Antennae and satellite dishes are permitted in the patio areas, but they may not be attached to the exterior of the units or the patio fence. No portion of the antenna or satellite dish may appear above the top of the patio fence's horizontal plane. Detailed guidelines are contained in the official policy found in **Appendix D** to this Handbook. *No variance is needed if the antenna or dish satisfies those requirements.*

AWNINGS

No awnings are allowed over windows or doors whatsoever

DOORS

Owners are responsible for the doors to their units and their upkeep.

A Variance Request is required to replace any front, patio or screen doors. In addition, all applications for door replacements must abide by the Arbor door policies.

To request a copy of the Arbor's Door Policies or information on how to file a Variance Request, please contact the management office.

FALSE DOWNSPOUTS

Outside wires, cables, pipes, condensate and refrigerant lines, radon vents, and similar items are to be covered by false downspouts matching the size, profile, and color of the real downspouts. False downspouts should be located at the rear of the unit. False downspouts shall be vertical without bends or angles, shall extend to the roofline, and shall terminate at the eave or top of the existing gutter in order to look like a downspout. False downspouts are to be grouped next to each other so that there is not a series of downspouts running down the rear of the unit. ***If installing a new false downspout, a variance is required to ensure compliance.***

FENCES

The fence around each patio unit is a common element. The Arbor is responsible for maintaining the fences and gates and replacing them when they have reached the end of their useful life. Residents who damage their fences or gates shall be responsible for the cost of repair. Fences should not be modified, painted, or breached other than as designed. *A variance is required for any changes to the structure of the fencing (for example, adding a second gate).*

FLAG DISPLAY

The U.S. flag is usually the only flag that may be affixed to a unit on a consistent basis. Flags of other nations or U.S. states may be displayed on their national holidays or other special occasions. Flags should be of a reasonable size and the U.S. flag protocol found in Title IV of the U.S. Code should be observed.

LIGHTING FIXTURES, EXTERIOR

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

Front Porch Light. Front porch light fixture maintenance and repair is the responsibility of the co-owner. If a front porch light fixture becomes damaged and needs to be replaced, it should conform to the existing fixture style.

Permanent additions or structures attached to the buildings are not permitted.

Courtyard Lights. The Arbor maintains the courtyard lights. Please inform management of non-operating lights, as the staff is not always on-site when the lights are turned on.

PATIOS

The Arbor assumes no liability for loss or damage to articles stored in or on the patios and it is not responsible for damages to anything built, placed, or planted in the patio area.

Hot Tubs. Hot tubs are permitted in patios if they conform to the Hot Tub policy adopted by the Board of Directors and available on the Arbor's website and at the office. Although permitted per this policy, patio hot tubs are rare in the Arbor, and owners are encouraged to contact the Arbor Office before proceeding.

Landscaping Within Patios. Co-owners may landscape within their fenced enclosures provided it does not negatively impact adjacent units or violate any

other policy. Importantly, all patio trees, shrubs, and vines must be kept trimmed so as not to impinge on roofs, gutters, or neighbors. If management determines that a tree, shrub, or vine in a patio requires care, management will notify the owner to remedy the situation in a timely manner. *If the owner refuses to address the overgrown or infringing plant, the Arbor may do the work and charge the owner the cost of the trimming or removal of the plant.*

Invasive Plants. Do not plant invasive plant species. Invasive plants have become a serious problem in natural areas of Arlington County and Fairlington. They damage the ecosystem, kill trees, and their root systems can cause damage, for example, to sewer lines. Detailed information on invasive species to avoid is available from <https://environment.arlingtonva.us/trees/invasive-plants/> In the Arbor specifically, the following invasive species have caused problems and should be avoided:

- English Ivy
- Bamboo of all varieties
- Mint (except if in containers)
- Bishop's ground cover
- Miscanthus Grass (of all types)
- Porcelain berry
- Sweet autumn clematis

Sheds and other storage structures must be constructed so as not to be seen from outside the fence.

No gas or wood fired fireplaces are permitted anywhere in Fairlington Arbor including, but not limited to, inside a Family Unit or on the exterior of a Family Unit, patio or porch.

In addition to the Arbor's policies, Arlington County Fire Code have strict regulations regarding the use of recreational fires and portable fireplaces that further restrict the use of such throughout the community:

(2015 VSFPC) 307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions that could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.

(2015 VSFPC) 307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

Patio Remodeling. Brick, concrete and stone patios must be far enough distance from the existing fence so that fence work (repairs and replacements) may be completed as needed and gate functions are unimpeded. Any remodeling of patios should ensure proper drainage away from the building.

Important: The patios of every unit are considered limited common elements. Section Four of the Bylaws constitutes that any external change to the patios shall require a Variance Request.

External Changes are defined as: Any superficial or substantial structural or aesthetic variation to the limited common element

SIGNS

Except as excerpted below, no sign, notice, or advertisement, other than those listed below, shall be inscribed or exposed on or at any window, without approval in writing by the Board, nor shall anything be projected out any window without similar approval. In the spirit of community inclusion and keeping with Arbor tradition, residents are reminded to adhere to the bylaws and ensure that decorations in the common areas are in good taste.

An exception to this rule is signs relating to the sale or lease of Arbor units. Such signs, which shall be no larger than 24 x 36 inches, are permitted when the property is on the market. No more than one outside sign shall be installed in the common area and in close proximity to the unit affected. A sale, rental, or lease sign may be placed in one window of a Braddock unit provided the sign is no larger than 24" x 36". No other units may post such signs in windows. No more than one sign for each real estate agency shall be placed at any court entrance and shall not obstruct the vision of vehicular traffic.

SKYLIGHTS

No modifications, such as skylights, attic vents, sun tunnels, or fans are permitted on roofs because they breach the Arbor roofs, which are maintained by the Arbor. No exceptions.

WINDOWS

Owners are responsible for the care and upkeep of the windows in their units. Replacement windows must be aluminum or vinyl with white trim, double (minimum) paneled glass, and a "six-over-six" pane pattern formed by grid bars approximately 3/4 inches wide, consistent with the appearance of typical Fairlington windows. Owners are encouraged to have the frame and sill of the window covered with aluminum or vinyl as well. A "four-over-four" pane pattern may be used in attic windows. *A variance is required for the installation of*

new windows so that the Board can ensure that the above guidelines are followed.

Owners may install windows in the gable area at the end of the building, only so long as they do not overlook a roof of an attached building and are the same in size and appearance as the existing windows in that unit. *A variance for such an installation is required.*

GARDENING IN COMMON AREAS

All areas outside each unit, except the patio, are common areas owned by the Arbor. Importantly, this includes the foundation beds that are directly adjacent to each unit. The plantings are owned by the Arbor, and the Arbor is responsible for their care and upkeep. If owners have specific trees or bushes which need to be pruned, they should contact the Property Manager. Also, owners with special requests on what should be planted in those areas should contact the Arbor Office to determine if they can be accommodated.

MAINTAINING YOUR FOUNDATION BED

Some owners prefer to maintain the foundation beds adjacent to their units without the assistance of Arbor staff or contractors. If maintained at an acceptable community standard and if a landscape waiver has been approved by the Board, owners can place a “red reflector” in the relevant area that will remind Arbor staff and contractors that the owner is taking responsibility for the gardening in that area. No plants listed on the Arlington Invasive Plant species list can be added to foundation beds. See <https://environment.arlingtonva.us/trees/invasive-plants/>.

Appendix C of this Handbook includes a copy of the “Resident Maintenance of Foundation Beds - Waiver Reflector Process,” a policy duly approved by the Board of Directors in 2014. It includes the duties and responsibilities of any owner who wishes to maintain the foundation bed near his or her unit. In general, the owner is responsible to ensure that the foundation bed is maintained in a neat and orderly manner. The policy *does not* authorize the removal of existing perennials, shrubs, or trees. Instead, it assumes owner maintenance and care of the area.

Importantly, if a foundation bed with a reflector is not properly maintained, the Arbor management will remove the reflector and resume maintenance.

ASSISTING WITH WATERING

The Board encourages all residents to water plants and trees near the buildings where they live to help protect our investment in common area greenery. Water costs are covered by condominium fees. Generally, shrubs and trees need deep watering each week, especially during periods of drought and extreme summer heat. The Arbor needs the watering help of all residents to keep our plants and trees healthy throughout the growing season.

Please take responsibility for the trees and shrubbery areas in the front, rear, and side of the residence and for common areas nearby. Water preferably early in the morning. Please do not water during the hottest part of the day to prevent evaporation. Avoid late afternoon or evening watering to the extent possible so that foliage is dry by nightfall to avoid fungal and other diseases.

PARKING

Fairlington was built at a time when most families owned one car at most, while now most units have two cars associated with them. It is essential that neighbors are sensitive to the challenges that such limited parking creates and that they understand that every resident faces the same challenges.

One Parking Spot per Unit. Each family unit in Fairlington Arbor is assigned one parking space. Parking is restricted to lined spaces only and is not allowed in court entrances, in fire lanes, or on lawns and sidewalks. Double parking of one vehicle directly behind another is not allowed, if so, the vehicle may be towed at owner's expense.

Improper Parking. Please be considerate and make reasonable efforts to find the owner before calling the towing company. It is possible that a neighbor's short-term guest has parked in the spot without knowing the rules. Other times a neighbor has just inadvertently parked in the wrong spot. Knock on your court representative's door and call the Arbor Office if during work hours, and perhaps the problem can be remedied quickly. If you have a contractor working in your unit, please make sure to make arrangements so they can park in your space or on the street.

Towing. Residents who conclude that the best option is to have a car towed should call A-1 Towing at 703.416.0710. If a car is towed, please notify the Arbor office (including by leaving a message if after hours) so that management is aware and can assist the car owner should he or she call the office.

Visitor-Only Parking Spots. In some courtyards, there is one or more extra parking spaces designated as "Visitor Only." Residents unaware of which parking space is so designated should ask their court representative or the Management Office. These Visitor-Only parking spaces are designed for short-term guests and drop-offs only. Residents should not park their cars in the visitor spots except for brief drop-offs or loading/unloading.

In the event that a resident believes that a fellow resident is misusing the Visitor-Only spot, the resident should first speak with that neighbor. If that conversation proves unproductive, the resident should call the Management Office.

PODS Policy. The Arbor has enacted a policy governing the use of "personal on-demand storage" units that may be placed in Arbor parking spaces, see [Appendix F](#). If you are planning to have a POD delivered, please contact the management office to make arrangements.

PET POLICIES

Fairlington Arbor welcomes neighbors who have pets as long as they abide by the Association's rules, available in Section 7, paragraph 6 of the Arbor Bylaws at **Appendix A**. Pet owners must also abide by all animal ownership laws and regulations of the Commonwealth of Virginia (<http://j.mp/VA-Animal-Code>) and of Arlington County (<http://j.mp/ArlingtonCounty-Animal-Code>).

Pets Must be on Leashes at all times. Arbor bylaw Section 7, para. 6(a) provides: "No dogs or other pets shall be permitted in any of the public portions of the Arbor, including front porches, public hallways, greens, parking lots, or walkways, unless carried or on a leash." Additionally, Arlington County law also requires all dogs to be on a leash at all times when outside a dwelling unit. Residents are encouraged to contact the management office or Arlington County to report any pets off-leash.

Clean Up After Pets. Arbor bylaw Section 7, para. 6(b) provides: "All residents are expressly responsible for cleaning up after their pets and disposing of all waste appropriately." Pet owners must also ensure their pet does not urinate on the Arbor's bedding plants, flowers, and shrubs.

No Arbor Liability. Arbor bylaw Section 7, para. 6(c) provides: "Arbor owners shall indemnify the Council and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of the conduct of any pet associated with a resident or guest in the Arbor owner's unit." This bylaw is binding on all Arbor owners, whether residents or landlords.

Remedies for Pet Violations. Arbor by-law Section 7, para. 6(d) provides: "If a dog or other pet becomes obnoxious to other owners by barking or otherwise, the owner of the unit where the pet resides shall correct the problem. If the problem is not corrected, the owner, upon written notice by the Board of Directors, will not be permitted to continue to keep the pet in the Arbor." This provision of the Arbor bylaws is designed to ensure that pet owners, whether tenants or owners, understand that the Arbor community has remedies should a pet owner be habitually irresponsible and fail to abide by the policies governing pet ownership in the Arbor.

HOME IMPROVEMENT: VARIANCE RULES AND PROCEDURES

The Master Deed and Arbor bylaws provide that homeowners who wish to make significant changes to their properties do so in a way that does not unduly threaten residents' safety and ensure that long-established community architectural standards are followed.

WHEN VARIANCES ARE REQUIRED

Please consult the Architectural Guidelines on page 25, above, for guidance prior to submitting a variance request.

Variations are required for *structural* modifications to the interior of units and any modifications to the *integrity or appearance* of units' exterior. With regard to exterior modifications, it is the Board of Director's responsibility to ensure that changes conform to the architectural standards of the community.

Interior. Examples of interior modifications that would require a variance include:

- Removing or altering a load-bearing wall.
- Removing a kitchen wall
- Attic conversion (for any purpose)
- Adding a bathroom.
- Installing pull-down stairs to the attic if it causes a beam to be cut.
- Significantly modifying electrical and plumbing systems.

In general, if the contemplated change affects the structure of the unit and could impact neighbors, *the owner should contact the Arbor Office and inquire whether a variance is needed.*

Exterior. Examples of exterior modifications requiring a variance include:

- Any interior modification that would require a breach to the *exterior* wall of a unit.
- Installation of the following types of door, French doors, Unit's front or rear door, or Unit's front or rear storm doors.
- Installation of windows.
- Installation of visible alarm systems.
- Installation of outside wires, pipes, condensate and refrigerant lines, radon vents, etc.
- Installation of an electrical outlet on the exterior wall.

- External changes to the patios

All owners are encouraged to call the Arbor Office if they have questions regarding Variance Requests.

Landscaping in the Common Areas. If an owner wishes to make permanent changes to the common area, including to the foundation bed near his or her unit or along the fence, then a variance must be requested. Under limited circumstances, a blanket variance to control the foundation bed near one's unit may be granted through the "Red Reflector Policy" found in **Appendix C**. Owners should contact the Arbor Office to discuss their plans and to gain guidance on what the Board can approve.

VARIANCE APPROVAL PROCESS

Homeowners planning to make modifications to their units should contact the Arbor Office to discuss their plans and determine whether a variance is required. The on-site manager will work with the homeowner to ensure that the request is clear and ready for submission.

To learn more about the Variance request process and guidelines, see Appendix E.

PROTECTING YOUR HOME FROM DAMAGE

SEWER BACKUPS

Units in each building share a *single* sewer lateral to the County sewer line. Water from sinks, bathtubs, washing machines, or toilets exits the building through the single sewer lateral. This simple fact means that *all residents must be careful about what goes down garbage disposals and toilets.*

Our plumbing systems were not initially designed for garbage disposals, which were retrofitted in the 1970s onto a system built during the Second World War. The rule of thumb in Fairlington is “less is more” when using a garbage disposal. Disposals should be used only for bits of food left when working at the sink. If in doubt, place items in the regular trash.

If you experience a sewer backup, immediately contact your plumber of preference. Ask neighbors in your building to use as little water as possible until the line is cleared.

SEVERE COLD AND FROZEN PIPES

As all residents know, water expands as it freezes. This expansion puts tremendous pressure on whatever is containing it, including metal or plastic pipes, and *those pipes can break.* Pipes that freeze are usually exposed to severe cold, like outdoor hose bibs and water supply pipes in unheated interior areas like basements, attics, or kitchen cabinets. In addition, pipes that run against exterior walls that have little to no insulation are also subject to freezing.

Frozen pipes are not just a threat to the unit owner’s property but also to units and property around it. Residents should follow the following guidelines to prevent damage to the community:

Winterize Properly. Before outdoor temperatures drop below freezing, residents should shut off water to outside faucets, remove hoses and open outside spigots, and set thermostats no lower than 60 degrees to protect indoor pipes. In some units, even higher thermostat settings may be required to protect water lines from freezing during the coldest weather. In all but the “B units” the front water spigot turnoff is typically located above the water heater and the backyard water spigot turnoff is under the kitchen sink. Lower B unit apartment front and back water spigot turnoffs are in the laundry room above the water heater. In addition, in some Arbor attics there are exposed pipes that can burst in extreme cold if the house is not properly heated and the pipes are not insulated.

Keep Homes Heated, Even in Your Absence. Make sure that your HVAC system is set to a temperature that will prevent pipes from freezing. This is especially important for vacant units, vacationers, extended absences, and off-site owners. Thermostats should be set high enough (60 or above) so that basements where the main water lines enter the unit stay warm enough to prevent freezing.

Thermostats Should Be on the Main Floor. Do not move the thermostat to the upstairs bedroom or hallway without raising the temperature setting of the thermostat. The lower floors will be 5-10 degrees colder and the basement even colder due to air entering the unit through the dryer vent.

Run Water Through Pipes During Periods of Extreme Cold. Running cold water through the pipes, even at a trickle, will help prevent pipes from freezing. This strategy to prevent freezing pipes requires that someone be home to monitor the flow of water. Even at a trickle, sinks, bath tubs or showers that become accidentally blocked can cause the same water damage you are trying to avoid!

The Responsibility of Protecting a Unit from Water Damage is the Owner's! Co-owners are responsible for all pipes that serve their unit. If pipes burst, however, be sure to contact the Arbor Office so the Management Agent can help you coordinate with neighbors and determine whether an insurance claim should be filed on the Master Insurance Policy.

RULES OF CONDUCT

Life in a condominium community requires cooperation and consideration. While the Arbor has enacted policies and rules intended to help residents live in harmony with their neighbors, the best course in dealing with disagreements among neighbors will always be good communication, tolerance, and goodwill.

The Arbor's Rules of Conduct may be found in its Bylaws in Appendix A, specifically at Section 7.

RESIDENT COMPLAINT PROCEDURES

Good fences help make good neighbors, but they are no panacea where 367 family units are situated in just 25 acres. To compound the challenge, Fairlington Arbor attracts residents of all ages and backgrounds, and it is natural that there will be a diversity of expectations and hopes for daily living.

Arbor residents instinctively understand these challenges and have long endeavored to be a friendly community in which disagreements can be managed between neighbors. They recognize that it is up to the community members to encourage and reinforce an accommodating and respectful neighborhood without calling on others to intervene. It is because of this spirit that the vast majority of disagreements should not involve the Arbor management agent or Board of Directors.

The most common disagreements among neighbors in the Arbor, based on past experience, include:

- Dogs off leashes. As the Rules of Conduct make clear, this conduct is absolutely unacceptable at all times. There are *no exceptions*. If residents see dogs off leashes, they should do their best to speak to the dogs' owners. If that effort proves ineffective, the resident should contact the Arbor management office with as much specificity as possible.
- Loud noise. Nobody should expect perfect silence in the Arbor, nor should anybody behave as though neighbors' desire for quiet is irrelevant. The solution to noise challenges with neighbors is nearly always going to be conversation and cooperation. Note that, in practice, noise problems often occur in the evening and after the Arbor's office hours, so management is poorly equipped to deal with individual disputes as they occur. The Arlington County Police will respond to noise complaints where necessary.
- Common area violations (per Rules of Conduct). Most Arbor residents understand that the common areas are to be kept clear of furniture, toys, bicycles, and so forth, but occasionally residents will begin to treat the common areas, especially front porches and foundation bed areas, as

personal space to be used without restriction. If a resident witnesses a continuing violation, contact the Arbor management.

In any of the cases above – or of another violation of the Rules of Conduct or bylaws – the owner should make every effort to resolve the disagreement privately. If that course is unrealistic or proves futile, the following course of action is appropriate.

- Contact the Arbor office and speak to the Management Agent about the situation. At the outset, keep in mind that phone calls or in-person chats are better than e-mails. A conversation provides opportunities for the Management Agent to find a solution.
- Be sure to be prepared to explain at some basic level of specificity what the problem is. (That may require putting something in writing after you have explained the situation to management.)
- Explain what efforts you have made to resolve the issue on your own, or explain why doing so is not practical. It is difficult for the Management Agent to address an off-leash dog, for example, without knowing where the dog's owner resides.
- Do your best to approach the conversation in a cooperative fashion.

If the above informal approach proves inconclusive, then an owner may file a formal, written complaint pursuant to the Arbor's formal complaint procedures, which are available at www.arboronline.org and on file at the Arbor Office.

It bears repeating that owners and renters alike are responsible for adhering to the Rules of Conduct and other bylaws.

DUE PROCESS FOR ADJUDICATIONS

Per the Virginia Condominium Act, the Arbor provides for procedures to ensure that complaints are heard, alleged violators are treated with due fairness, and that all parties receive a fair hearing.

APPENDIX A: ARBOR BYLAWS

Fairlington Arbor Bylaws

As Amended in June 2015

ARTICLE I PLAN OF CONDOMINIUM FAMILY UNIT OWNERSHIP

Section 1. Condominium Family Unit Ownership.

The project located at South 34th Street, South Utah Street, South Taylor Street, Leesburg Pike, South 36th Street and South Wakefield Street, County of Arlington, State of Virginia, known as "FAIRLINGTON ARBOR" is submitted to the provisions of Chapter 4.1, Title 55, Code of Virginia 1950, as amended (the "Act").

Section 2. By-Laws Applicability.

The provisions of these By- Laws are applicable to the project. (The term "Project" as used herein shall include the land.)

Section 3. Personal Application.

All present or future co-owners, tenants, future tenants or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws and to the Property Maintenance Agreement, attached as Exhibit "C" to the recorded Master Deed.

The mere acquisition or rental of any of the condominium family units (hereinafter referred to as "Family Units") of the Project or the mere act of occupancy of any of said Family Units will signify that these By-Laws and the provisions of the Property Maintenance Agreement are accepted, ratified and will be complied with.

ARTICLE II
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting.

Voting shall be on a percentage basis, and the "percentage of the vote to which the owner is entitled is the percentage assigned to the Family Unit or Family Units in the Master Deed.

Section 2. Majority of Co-Owners.

As used in these By-Laws, the term "Majority of Co-Owners" shall mean those co- owners holding more than fifty percent (50%) of the votes in accordance with the percentages assigned in the Master Deed.

Section 3. Quorum.

Except as otherwise provided in these By- Laws, the presence in person or by proxy of members representing at least thirty-four percent (34%) of the votes in accordance with the percentages assigned in the Master Deed shall constitute a Quorum.

Section 4. Proxies.

Votes may be cast in person or by proxy. Proxies must be signed by the co-owner, dated and filed with the Board before the appointed time of each meeting.

ARTICLE III
ADMINISTRATION

Section 1. Council Responsibilities.

The co-owners of the Family Units will constitute the Council of Co-Owners (hereinafter referred to as "Council") who will have the ultimate responsibility of administering the Project, approving the annual budget and assessments for the subsequent year, electing members to the Board of Directors, and reviewing the Board of Directors' arrangements for the management of the Project. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of the votes of the co- owners actually voting in person or proxy at a meeting at which a quorum is present. Except as to those matters which the Act, the Master Deed, By-laws or resolutions of the Council specifically require to be performed by the vote of the co- owners, the

administration of the foregoing responsibilities shall be performed by the Board of Directors as more specifically set forth in Article IV of these By-laws.

Section 2. Meetings of the Council.

The Council shall hold at least one meeting annually to fulfill its responsibilities as specified elsewhere in these By-Laws. Special meetings to address issues not covered elsewhere in these By-Laws may be convened either by resolution of the Board of Directors or by petition signed by thirty-four percent (34%) of the Council. No business shall be transacted at a special meeting except as stated in a notice as described in Article III, Section 3 below. Robert's Rules of Order (latest edition) shall govern the conduct of Council meetings when not in conflict with the Master Deed, By-laws, or the Act.

Section 3. Notice of Meetings.

It shall be the duty of the Secretary or other officer to ensure that a notice of each annual or special meeting be mailed to each co-owner of record at least twenty-one (21) days but not more than thirty (30) days prior to such meeting. Such notice will include the time, date, place, and purpose of that meeting.

Section 4. Recessed Meetings.

If any meetings of co-owners cannot be organized because a quorum has not attended, the co-owners who are present, either in person or by proxy, may recess the meeting to a time not less than seven (7) days from the time the original meeting was called.

Section 5. Order of Business.

The order of business at all meetings of the co-owners of Family Units shall be as follows:

- (a) Proof of notice of meeting or waiver of notice.
- (b) Reading of minutes of preceding meeting.
- (c) Reports of officers.
- (d) Report of Committees.
- (e) Election of inspectors of election if appropriate.
- (f) Election of directors and/or approval of budget as appropriate.
- (g) Unfinished business.
- (h) New business.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. Number and Qualification.

The affairs of the Council shall be governed by a Board of Directors composed of five (5) persons, all of whom must be co-owners of Family Units in the Project

Section 2. Powers and Duties.

The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law, the Master Deed, or these By-Laws directed to be exercised and done by the co-owners.

Section 3. Other Duties.

In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- (a) Provide for the care, upkeep, and operation of the project and the common areas and facilities.
- (b) Make interim adjustments in the monthly assessments, if necessary.
- (c) Collect monthly and special assessments from co-owners.
- (d) Designate, hire and dismiss the personnel necessary for the maintenance and operation of the project, the common areas and facilities.
- (e) Maintain complete and accurate records of all Council proceedings, including but not limited to minutes of Board or Council meetings, policy resolutions, correspondence by or to homeowners, and such other records.
- (f) Make and amend rules and regulations to assist the Board in administering its powers and duties.
- (g) Make, or contract for the making of, repairs, additions and improvements to, or alterations of, the property in accordance with the Master Deed or By-laws.
- (h) Build up and maintain reasonable reserves for working capital, operations, contingencies, and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves.
- (i) Do such other acts and things not inconsistent with the Act, the Master Deed or By-laws.

Section 4. Management of Project.

Subject to the review and approval of the Council of Co-Owners, the Board of Directors shall arrange for the management of the Project pursuant to an agreement containing provisions relating to duties, operations, removal, and compensation of the Management Agent.

Section 5. Term of Office and Vacancies.

Members shall be elected by cumulative voting to the Board of Directors for a term of three (3) years. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the member being replaced.

Section 6. Removal of Directors.

At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a Majority of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting.

The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 8. Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two of such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting. Robert's Rules of Order (latest edition) shall govern the conduct of the Board meetings when not in conflict with the Master Deed, the By-laws, or the Act.

Section 9. Special Meetings.

Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meetings.

Section 11. Board of Directors' Quorum.

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, that meeting shall be adjourned until a later time, at which time any business scheduled for the earlier meeting may be transacted without further notice.

Section 12. Fidelity Bonds.

The Board of Directors shall require that all officers and employees of the Council handling or responsible for Council funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

**ARTICLE V
OFFICERS**

Section 1. Designation.

The principal officers of the Council shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgement may be necessary.

Section 2. Election of Officers.

The officers of the Council shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers.

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President.

The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a Council, including but not limited to the power to appoint committees from among the co-owners from time to time as he may in his discretion decide [*sic*] is appropriate to assist in the conduct of the affairs of the Council.

Section 5. Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer.

The Treasurer shall have responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and

disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI OBLIGATIONS OF THE OWNER

Section 1. Assessments.

- (a) All co-owners are obligated to pay monthly assessments imposed by the Council to meet all project common expenses, including premiums for insurance as required by the Master Deed, and further including water and sewer bills for the Family Units (water and sewer bills are common and not individual bills). The assessment shall include monthly payments to a General Operating Reserve and Reserve Funds for replacements as required by the Board of Directors or in the Property Maintenance Agreement attached as Exhibit "C" to the Master Deed. The monthly assessment herein provided shall be a charge on the Family Unit and shall be a continuing lien upon the Family Unit against which the assessment is made. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or mortgages. The sale or transfer of any Family Unit which is subject to any first mortgage or deed of trust held by an institutional lender ("Mortgagee"), pursuant to a Decree of Foreclosure under such first mortgage or deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Family Unit from liability for any assessments thereafter becoming due or from the lien thereof.
- (b) In the event that the monthly assessment adopted by the Council shall prove to be insufficient to meet the actual operating expenses and the reserve funds as required by the Board of Directors and in the said Property Maintenance Agreement, the Board of Directors shall have the right and obligation to enact a new schedule of assessments to eliminate such insufficiency.
- (c) All assessment payments, unless otherwise provided by the Board of Directors, are due and payable on the first day of each and every month. Each co-owner, by accepting a deed to his Family Unit, is deemed to covenant and agrees to pay a service charge of \$25.00 or such other

amount as the Board may determine, on each assessment payment which is not received by the Council of Co-Owners by the 5th day of the month.

- (d) The Board of Directors may accelerate the balance of any assessment which is not paid in full within a time period to be determined by the Board, and the Board may refer the account to legal counsel for collection. The co-owner will be liable for the costs of collection including any attendant legal fees.

Section 2. Maintenance and Repair

- (a) Every co-owner must perform promptly all maintenance and repair work within his own Family Unit which, if omitted, would affect the project in its entirety or in a part belonging to other co-owners, and is expressly responsible for the damages and liabilities which may result from his failure to do so.
- (b) All repairs of internal installations of the Family Unit, such as water, light, gas, power, sewage, telephone, air- conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Family Unit area shall be the co- owner's obligation and expense.
- (c) A co-owner shall reimburse the Council for any expenditures, including attorney's fees, incurred in repairing or replacing any common or limited common element or Family Unit damaged through his fault including, but not limited to, any insurance deductible. Without regard to fault or negligence, the insurance deductible shall be apportioned by the Board by resolution.
- (d) Notwithstanding anything else herein to the contrary, the Council shall not be liable for any failure of the water supply or other services to be obtained by the Association or paid for as a common expense, or for any injury or damage to person or property caused by the elements or by the co-owner of any unit, or any other unit or person, or resulting from electricity, water, snow, or ice which may leak or flow from or over any portion of the common elements or from any pipe, drain, conduit, appliance or equipment.

Section 3. Use of Family Units - Internal Changes.

- (a) All Family Units shall be utilized for residential purposes only.
- (b) An owner shall not make structural improvements, additions, modifications, or alterations in his Family Unit or installations located therein without previously notifying the Council in writing, through the Management Agency, if any, or through the President of the Board of Directors, if no management agent is employed. The Council shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Family Units - External Changes.

- (a) External changes are defined as any superficial or substantial structural or aesthetic variation to either the Family Unit or the limited common element, as defined in Paragraph 6, Section 3 of the Master Deed, including the patios, porches, windows and exterior doors. Included within the definition of "external changes" is anything which would change the external appearance of the units or common or limited common elements.
- (b) An owner shall not make an external change without previously notifying the Council in writing, through the Board of Directors or its designee. The Board shall have the obligation to answer the written request of the co-owner within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alternation.
- (c) The Board of Directors shall have the authority to determine if proposed changes conform to the architectural standards of the community.
- (d) The Board shall have the right and responsibility to establish policies regarding such changes and disseminating such policies to all unit owners.

Section 5. Use of General Common Elements.

A co-owner shall not place or cause to be placed in the General Common Elements, as defined in paragraph 6, Section 2 of the Master Deed, any objects of any kind which tend to obstruct the reasonable use of the General Common Elements by any other co-owner. The hallways, sidewalks, driveways, roads and roadways shall be used for no other purpose than for normal transit through them.

Section 6. Right of Entry.

(a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors of the Council in case of any emergency originating in or threatening his Family Unit, whether the co-owner is present at the time or not.

(b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his Family Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services necessary to be done in his Family Unit, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

Section 7. Rules of Conduct. – AS AMENDED JUNE 22, 2015

1. Definitions. As used within these Rules of Conduct, "Family Unit" shall include any limited common element such as a backyard, patio, or porch. In addition, any reference to a co-owner or owner shall also include the co-owner's tenants, guests, family members, agents, licensees, and anyone else present in the Arbor at the direction of or by the permission of the co-owner.
2. Renters, Children, and Guests. Owners are responsible for the conduct of all persons residing in or visiting their units. Owners choosing to lease their units shall comply with any related policies enacted by the Board of Directors regarding registration and conduct of tenants in the Arbor.
3. Common Areas Use.
 - a. Residents shall keep the following areas clear of continuing obstructions: the greens, sidewalks, front porches, and shared hallways in apartment style buildings. This restriction extends to bicycles, scooters, baby carriages and strollers, toys, furniture, appliances, and any other personal items inconsistent with the normal and customary use of such areas.
 - b. Residents shall not hang any items from the exterior of their windows.
 - c. Residents shall not place signs, notices, or advertisements in windows. Signs advertising the sale or lease of the unit that are of normal and customary size shall be permitted when in accord with policies enacted by the Board.

- d. No external shades, awnings, window guards, ventilators, fans, or air conditioning units shall be used in or about the buildings except such as shall have been approved by the Board of Directors.
 - e. Exceptions. Notwithstanding paragraphs (a), (b), and (c) above, the following exceptions apply:
 - i. Flower pots. Residents may place flower pots on the porches immediately in front of their units, but those flower pots should be modest in size, number, and character.
 - ii. Seasonal decorations. Residents may display temporary seasonal items. Residents should ensure that these items are modest and in keeping with community norms. The Board reserves the right to set dates for the removal of seasonal items once a holiday has passed, notice to be delivered via newsletter or e-mail to residents.
 - iii. Flag display. The display of the United States flag shall be permitted where the flag is attached by bracket to the porch area. Display shall follow official protocols as found in Title 4 of the United States Code. (See <http://www.gpo.gov/fdsys/pkg/USCODE-2011-title4/html/USCODE-2011-title4-chap1.htm>.)
 - iv. The Board of Directors reserves the right to authorize management to remove any of these excepted items from the common area, without notice, if it is determined that they are not in keeping with community norms.
4. Excessive Noise. Arbor family units are in close proximity and mutual consideration is of the utmost importance to ensure a pleasant community experience. Residents should limit noise in their units and in common areas so that they do not unduly disrupt or inconvenience fellow residents.
5. Trash and Recycling. Trash shall be deposited at the times and in such a manner as stated in the Trash and Recycling policies enacted by the Board of Directors.
6. Dogs and other pets.
- a. No dogs or other pets shall be permitted in any of the public portions of the Arbor, including front porches, public hallways, greens, parking lots, or walkways, unless carried or on a leash.

- b. All residents are expressly responsible for cleaning up after their pets and disposing of all waste appropriately.
 - c. Arbor owners shall indemnify the Council and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of the conduct of any pet associated with a resident or guest in the Arbor owner's unit.
 - d. If a dog or other pet becomes obnoxious to other owners by barking or otherwise, the owner of the unit where the pet resides shall correct the problem. If the problem is not corrected, the owner, upon written notice by the Board of Directors, will not be permitted to continue to keep the pet in the Arbor.
7. Antennae or Satellite Dishes. No radio, television, satellite dish, or other similar telecommunications structures shall be attached to or hung from the exterior of the Family Units or installed in limited common areas except subject to policies enacted by the Board of Directors.
8. Parking. Arbor residents shall park only in the space assigned to their units and shall ensure that they park responsibly so as not to impede access to neighboring parking spaces.
9. Foundation Bed Gardening. Owners wishing to garden in common areas, including the foundation beds in and around their units, shall comply with all policies promulgated by the Board of Directors governing the same. In no case shall trees or shrubbery be removed without prior approval by the Board of Directors or the Management Agent.
10. Patios and Storage Areas.
- a. Owners shall keep the interiors of patios and any storage areas clean and free from obstructions that could interfere with neighbors, raise health or safety concerns, or affect the integrity of the exterior of any Family Unit.
 - b. Owners shall be responsible for any damage to the fences or gates caused by the activities or property within their patios.
 - c. The Arbor Council of Co-Owners assumes no liability for loss or damage to articles stored in or on the patios and storage areas.
11. Management Independence. No resident or owner shall send any employee of the condominium on any private business of the owner.
12. Responsibility for Damage to Community. Any damage to the buildings,

recreational facilities, grounds, or other common areas or equipment caused by any co-owner, his agents, tenants, guests, children, or pets shall be repaired at the expense of the co-owner and such expense shall be specially assessed pursuant to section 55-79.83 of the Virginia Code.

13. Complaints. Any complaints regarding actions of other co-owners that may violate these Rules of Conduct or policies enacted by the Board of Directors shall be made in writing to the Management Agent. In the event that the Board of Directors is functioning as Management Agent, then such complaints shall be sent to the President of the Board of Directors.
14. Seeking Variance to these Rules of Conduct. In the event that an Owner seeks an exception to the above rules, the Owner should address that request to the Board of Directors, which will act upon that request during a regularly scheduled meeting. Any variance granted pursuant to this paragraph may be revoked at any time by the Board of Directors.
15. Enforcement. The Board of Directors, through the Management Agent, shall enforce these Rules of Conduct without bias or prejudice and in a manner it concludes will be most likely to ensure a harmonious community life.
 - a. The Board reserves the right to enact policies to clarify these Rules of Conduct or any other language in the Arbor's governing documents.
 - b. In aid of its enforcement powers, the Board reserves all its legal remedies, including, but not limited to, the right to compel eviction, the assessment of special monetary assessments or fines pursuant to the laws of the Commonwealth of Virginia, and/or the suspension of privileges, subject to the due process procedures set forth in 55-79.80:2 of the Code of Virginia, the Fairlington Arbor bylaws, and other governing documents of the community.
 - c. Any assessments or fines imposed by the Board of Directors shall be made in accordance with the Virginia Condominium Act, including the right to accelerate payments and recover attorney's fees and costs.
16. Continued Right to Amend. Consistent with all versions of the bylaws in force since the organization of the Council, the Board of Directors may expand, modify, or repeal these Rules of Conduct at any time.

ARTICLE VII AMENDMENT TO BY-LAWS

Section 1. By-Laws.

These By-Laws may be amended by the Council in a duly constituted meeting for such purposes, and no amendment shall take effect unless approved by co-owners representing at least sixty-seven percent (67%) of the total value of all Family Units in the Project as shown in the Master Deed and recorded among the Land Records of Arlington County with marginal notation thereof where the Master Deed is recorded.

ARTICLE VIII MORTGAGES

Section 1. Notice to Council.

A co-owner who gives a deed of trust on his Family Unit shall notify the Council through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, of the name and address of the party secured thereby and the amount of the lien secured thereby and the Council shall maintain such information in a book entitled "Parties Secured by Deeds Trust on Family Units."

Section 2. Notice of Unpaid Assessments.

The Council shall at the request of a party secured by a Deed of Trust of a Family Unit report any unpaid assessments due from the co-owner of such Family Unit.

ARTICLE IX NOTIFICATION OF MORTGAGEES

Section 1. Timely written notice.

A Mortgagee, upon written request to the Council, will be entitled to timely written notice of:

- (a) Any proposed amendment of the Condominium Instruments changing the boundaries or easement rights of any unit, the common expense liability appertaining to a unit, the number of votes appertaining to any unit or the purposes to which any unit or the common elements are restricted;
- (b) Any proposed termination of the Condominium;

- (c) Any material condemnation or casualty loss;
- (d) Any lapse, cancellation or material modification of any master insurance policies.

Section 2. Approval percentages for restoration and other acts.

The approval of over fifty-one percent (51%) of Mortgagees that have requested notice pursuant to Article X will be required to:

- (a) Restore or repair the Condominium, other than substantially in accordance with the original plans and specifications, after a partial condemnation or casualty loss;
- (b) Terminate the Condominium after substantial destruction or a significant taking in condemnation;
- (c) Reallocate interests in the common elements after a partial condemnation or partial destruction unless the formula for such reallocation is fixed by the Master Deed, By-laws, or rules and regulations.

Section 3. Approval for voting, assessments, and other acts.

The approval of at least fifty-one percent (51%) of the Mortgagees, who have requested notice pursuant to Section (a) above, is necessary to amend the Condominium Instruments as they relate to:

- (a) Voting;
- (b) Assessments;
- (c) Reserves;
- (d) Insurance or fidelity bonds;
- (e) Right to use common elements;
- (f) Responsibility for the maintenance and repair of the Condominium;
- (g) Addition, annexation or withdrawal of the property to or from the Condominium;
- (h) Boundaries of any unit;
- (i) Common or limited common element interests;
- (j) Convertibility of units into common elements or of common elements into units;
- (k) Leasing units;
- (l) Imposition of any right of first refusal;

(m) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages.

Section 4. Presumptive Approvals.

A Mortgagee who is notified of additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

ARTICLE X COMPLIANCE

These By-Laws are set forth to comply with the requirements of Section 55-79.11 of the Code of Virginia 1959, as amended. In case any of these Bylaws conflict with the provisions of the Act, it is hereby agreed and accepted that the Act will apply in the case of such conflict. All other By-Laws not in conflict with the provisions of the Act shall remain in full force and effect.

APPENDIX B: LANDLORD-TENANT POLICY

FAIRLINGTON ARBOR

Policy Resolution No. 15-4

(Establishing Rules Regarding Obligations of Landlords and Tenants in Fairlington Arbor)

RECITALS:

WHEREAS, Article V, Section 2 of the Fairlington Arbor bylaws provides that the Board of Directors shall have the power and duties necessary for the administration of the affairs of Fairlington Arbor; and

WHEREAS, the Board of Directors has concluded it is necessary and in the best interests of the community to establish rules relating to the leasing of family units in Fairlington Arbor; and

WHEREAS, the Board of Directors has concluded that the adoption of these new rules will protect all property values, increase compliance with Fairlington Arbor rules and regulations, and enhance the safety and security of the community;

NOW, THEREFORE, the Board of Directors adopts the following regulations for Fairlington Arbor, which shall be binding on all Unit Owners and their residents, occupants, tenants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest in a unit within Fairlington Arbor, and which shall supersede any existing regulations of record on the same subject matter.

I. REGISTRATION OF TENANTS WITH ARBOR MANAGEMENT

- A. Unit Owners shall register all Tenants by submitting the following items to Arbor Management:
 1. A completed and signed Lease Registration Form (appended to this policy); and
 2. A copy of the Lease Agreement.
- B. The required items shall be delivered either (a) in paper form to the Fairlington Arbor Office, 3472 #A1 S. Utah St., Arlington, VA 22206, (b) by e-mail to Arbor Management at facilities.fairlingtonarbor@gmail.com, or (c) in any other manner that the Board of Directors may later authorize.

- C. For lease agreements already in effect on the date of the adoption of this policy, the Unit Owner shall deliver the required items to Arbor Management **no later than September 1, 2015.**
- D. For all lease agreements that begin **after** the adoption of this policy, the Unit Owner shall deliver the required items to Arbor Management within 10 days of the beginning of the Lease Agreement.

II. UNIT OWNER RESPONSIBILITY TO TENANT REGARDING ARBOR RULES AND REGULATIONS

- A. Unit Owners shall provide to their tenants a copy of “Living in the Arbor,” also known as the Fairlington Arbor Resident Handbook (“the Handbook”). The Handbook, which includes Fairlington Arbor bylaws and other rules, is available via e-mail from Arbor Management. A copy also is available on the Fairlington Arbor website at www.arboronline.org.
- B. Unit Owners shall ensure that tenants fully comply with all Fairlington Arbor rules and regulations, including but not limited to those in the Handbook. Unit Owners’ obligations shall extend to a duty to evict any tenant who fails to comply with those rules and regulations.

III. ENFORCEMENT OF THIS POLICY

- A. The Arbor reserves all its legal remedies, including, but not limited to, the right to compel eviction, and the assessment of special monetary assessments, and/or suspension of privileges, subject to the due process procedures set forth in 55-79.80:2 of the Code of Virginia, the Fairlington Arbor By-Laws, and other governing documents of the community. Any assessments imposed by the Board of Directors pursuant to this paragraph shall be made in accordance with the By-Laws and the Virginia Condominium Act, including the right to accelerate payments and recover attorney’s fees and costs.
- B. Arbor Management reserves the right to deny any Tenant the use of the recreational elements in the common area, including the Pool and Tennis Courts, unless and until the Unit Owner has returned the required items.

Fairlington Arbor – Lease Registration Form

Pursuant to the policy enacted by the Fairlington Arbor Board of Directors, all Unit Owners who lease their properties must complete and return this form to Arbor Management. You also must deliver a copy of the Fairlington Arbor Resident Handbook to your tenants. An electronic copy of that handbook is available from the General Manager of Fairlington Arbor at 703.671.1575.

Date: _____ Unit Address: _____

OWNER AND TENANT INFORMATION

Unit Owner Name(s):		
Owner Current Address:		
Owner Phone(s):	Work:	Home:
	Cell:	Other:
Owner E-Mail(s):		
Other Owner Contact Info in the Event of an Emergency:		
Tenant Name(s):		
Tenant Phone(s):	Work:	Home:
	Cell:	Other:
Tenant E-Mail(s):		

I acknowledge that I have delivered a copy of the Fairlington Arbor Resident Handbook to the tenants.

Unit Owner

APPENDIX C: RED REFLECTOR POLICY

FAIRLINGTON ARBOR POLICY

Effective April 28, 2014

(Resident Maintenance of Foundation Beds – Waiver/Reflector Process)

Per the Master Deed and the bylaws of Fairlington Arbor, the foundation beds surrounding Arbor units are common property and are maintained by the Arbor's landscape contractor.

Over the years, several residents have expressed a desire to maintain the common area beds in front of, beside, or in back of their units. This arrangement only works, however, if the residents maintain the foundation beds at an acceptable standard.

The purpose of this form is to enable a resident to seek a landscaping waiver and to then maintain the foundation beds adjacent to their units at an acceptable community standard.

Resident Responsibilities When Maintaining Foundation Beds

Resident will install a red reflector in the bed, available in the Arbor office. This reflector tells the Arbor staff and contractors that the foundation bed is to be maintained by the Resident.

- The Resident is responsible to ensure that the foundation bed is maintained in a neat and orderly manner.
- Resident will weed, deadhead, and prune the plantings in the bed regularly (a minimum of once per month). Any dead plantings will be removed in a timely manner. Resident will water plantings as necessary.
- Residents will comply with notification requirements when using any pesticides/herbicides, as may be required by the Arbor.
- Residents will mulch the beds twice per year (once in spring and once in fall) to correspond with mulching efforts by the Arbor's landscape contractor. Residents will mulch with materials similar to those used by the Arbor contractor (shredded hardwood), including similar color.
- Annuals may be planted at the Resident's discretion.
- Residents will not plant any invasive plant materials (especially English Ivy and other vines).
- Prior to the installation or removal of any perennials, shrubs or trees, the Resident shall seek an additional landscaping waiver from the Board.

Planting materials should be of like kind with the foundation beds within the Arbor (i.e., nandina, yews, aucubas, boxwoods, azaleas, etc.).

What this Waiver Does NOT Do

- This waiver does not give the holder any property rights to common areas.
- This waiver does not include permission to place any statuary, landscape bed borders, walls, flowerpots, furniture, etc., within the common areas.
- This waiver does not exclude the foundation bed from any rejuvenation pruning efforts, as those are performed to ensure uniformity and safety within the foundation beds of the Arbor.

Early Termination of Waiver – Process

If it is determined by Arbor management, in consultation with the Board, that a foundation bed with a reflector is not being properly maintained, then Arbor management will remove the reflector and resume maintenance of the foundation bed. Any waiver pursuant to this policy shall be terminated.

Arbor management will take this action only after giving the resident fair notice and one week to cure the identified problems. No notice shall be required for any violations of this policy (or of other Arbor bylaws or policies) that are deemed by management to be immediate health or safety matters.

Application and Term of Waiver

This waiver is valid for one year and must be submitted and approved by the Board annually. The Board will act on all waivers at the next scheduled Board meeting after their receipt.

New waivers for 2014 should be filed within 45 days of the enactment of this policy, or no later than June 13, 2014.

In future years, waivers should be submitted by March 1, although late waiver requests may be considered by the Board at its discretion.

Application for Foundation Bed Maintenance Waiver

Pursuant to the Fairlington Arbor Policy enacted April 28, 2014, I am requesting a waiver to maintain the foundation beds adjacent to my Fairlington Arbor unit.

Name of Resident: _____

Owner/Tenant: _____

Address: _____ Court # _____

Phone Number: _____ E-mail: _____

Please return this completed form to the General Manager at the Arbor Office (3472 #A-1, S. Utah Street).

APPENDIX D: SATELLITE DISH POLICY

Due to the designation of Fairlington Arbor as a recognized historical community, the Council is entitled to promulgate regulations governing the placement of antennae anywhere in the community. Thus, owners or residents who wish to install a satellite dish or other video-programming antenna must adhere to the following procedures.

Prior to installing a DBS (Direct Broadcast Satellite), Multichannel Multipoint Distribution Service (MMDS), or over-the-air antenna (hereafter referred to as "Antenna(e)"), the owner shall submit a written application to the Board of Directors of the Council at the following address: Post Office Box 16756, Alexandria, VA. 22302.

In the written application, the owner shall state his or her intention to install an Antenna, and shall advise the Council of the size and proposed height of the Antenna and the intended installation location along with a sketch. Within ten (10) days of the receipt of the owner's application, the Council shall make arrangements to inspect the proposed installation location and promptly advise the owner as to the acceptability of the Antenna installation. A post-installation inspection may be made to ascertain that the installation is in accordance with the approved application but failure to conduct such an inspection does not excuse an owner for non-compliance with the approved application.

Any owner or resident who installs (or has another party install) an Antenna without prior notification and approval by the Board as required herein, shall do so at his or her own risk. Installation without an approved application may result in the subsequent removal of the Antenna and liability for expenses associated with the removal and/or relocation of the same.

Owners are responsible for the actions of their tenants with respect to installation of antennae.

INSTALLATION CRITERIA

The Council's rulings on acceptability shall be made in accordance with the criteria set forth below. The application for the Antenna, shall be approved if the Board of Directors finds the following criteria to be satisfied by the applicant:

- A. The DBS satellite dish, is no more than 39.37 inches (1 meter) in diameter.

B. The Antenna, will be located in an area within the limited common element patio so that the top edge of the Antenna is no more than six (6) inches above the lowest section of ground-level privacy fencing that encloses the patio area of the unit.

C. The Antenna is not attached to the common elements (including but not limited to the building, roofs, chimneys or fences), or the exterior walls, doors, or windows of the units), or located anywhere on the common elements outside the patio (including but not limited to grassy areas, mulch beds, walkways, porches or stoops).

D. The Antenna, will not adversely affect the safety of others or the reception of radios and television sets of neighbors.

E. The Antenna, will be wired safely and neatly, so as to be as visually unobtrusive as possible and protected from children, animals or vandals.

F. The Antenna will be of a color and material reasonably compatible with the color and materials of the unit and building in which the unit is located and the Board may require camouflaging or screening of any Antenna as it deems necessary to minimize the visual impact and maintain the historical character of the community.

APPENDIX E: VARIANCE REQUEST GUIDELINES

PLEASE READ THIS DOCUMENT IN ITS ENTIRETY.

When homeowners want to make modifications, improvements, or architectural changes to their unit, including but *not limited* to new window installations, door replacements, or significant structural or floor plan changes, they are required to notify the Board of Directors in writing, through the Management Office, if any, or through the President of the Board of Directors, if no management agent is employed. The Board of Directors shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

The Board of Directors shall have the authority to determine if proposed changes conform to the architectural standards of the community.

This requirement is to ensure that a proposed project does not negatively impact the neighboring units; that permits from Arlington County have been granted (when needed), and that the project results remain in compliance with the Arbor's Architectural Guidelines.

While the remodeling or construction work is going on, the Arbor requests the homeowner ask the contractor to be mindful of their neighbors and the impact of the work on them. We have found it is a good policy to let the neighbors know that a contractor will be working in your unit and there will be some noise and disruption. Please ask the contractor to limit the work hours to between 7:30 a.m. and 6:00 p.m. **Please talk with your contractor about parking spaces and when delivery of materials will take place.** The contractor is responsible for **cleaning up** . There is no dumping of materials into the storm or sanitary sewer system. No items should be left for our trash removal company beyond regular trash. Driving on the common area's lawn is not allowed.

Variance requests should be submitted by the first of the month to the General Manager

for an initial review, he will let the homeowner know if additional information is needed before the application is submitted to the Board.

The Board will review the submission and vote on it at the next regular monthly board meeting (fourth Monday of every month) and issue the approval/rejection form at that time. The homeowner will receive a response from the Arbor within 30 days of submitting a variance as called for in the Association's Bylaws.

Please keep in mind that incomplete applications will be rejected and returned to the applicant to be resubmitted once complete.

The following is the list of items that must be included in your application when submitting a variance request for work to be performed in your unit or patio area:

1. General description of the repair/renovation, this can be your own description - e.g.,
 - a. Renovate kitchen including replacing existing countertop, cabinets, appliances, and floor.
 - b. Renovate the kitchen, including knocking out the existing wall between the kitchen and dining area, installing a new countertop, cabinets, appliances, and floor.
 - c. Replace insulation and flooring in attic
 - d. Renovate existing attic space into a bedroom and installing bathroom
 - e. Renovate bathroom including remove and install new bathtub, sink, cabinets
 - e. Renovate patio slab
 - f. Renovate common area landscaping

You do not need a Variance Request for replacing appliances or HVAC units or simple household repairs such as replacing a broken toilet or water heater.

2. Documents to be provided with variance request
 - a. Variance Request Form
 - b. Date job is slated to start
 - c. Copy of contractor's license
 - c. Copy of contractor's insurance certificate
 - d. Copy of contract detailing the work to be performed (You may block out the cost of the contract)
 - e. drawings with quantities, dimensions, and material specifications identified
 - e. architect's rendering if available
3. If you are requesting to renovate common area landscaping, you must provide a drawing or sketch of the area which labels and identifies the locations and quantities of proposed plants, species of proposed plants, and sizes of each proposed new plant. You must also label and identify all existing plants, buildings, fences, utility boxes, and other common area elements.

4. If you are requesting to remove a load-bearing wall in your unit, you must provide a statement from a licensed, professional engineer stating that the proposed renovations or modifications will not compromise the unit/building's structural integrity. You must also provide details about how the structure's integrity will be maintained once the load-bearing wall is removed and ensure that all applicable building codes will be met.
4. If there are any construction materials to be delivered that need to be stored, please make sure they are placed in your patio area to not interfere with your neighbors and maintain the common grounds' safety. If other arrangements need to be made, please coordinate with the facilities manager.
5. Permits (if required):
Once the variance request has been granted, the contractor will take the approval form to Arlington County, and they will issue the permits. Please make sure to give the facilities manager a copy of the permit for your files. In some cases, the County may issue a permit without the approval form from the Arbor.
6. Water shutoffs should be done within the unit. If the unit's shutoff valve is inoperable, the water can be shut off outside the unit as long as the main valve is repaired before other plumbing work is done. Notify the facilities manager three days in advance if water needs to be turned off in the Court in order to effect repairs or renovation.

If this is an emergency repair or you / contractor have a specific deadline, please let the facilities manager know so that the Board can expedite the process if necessary.

If you have any questions about whether you should request an official variance, please contact the facilities manager to discuss the situation.

Fairlington Arbor Management
Office: 703-671-1575
facilities.fairlingtonarbor@gmail.com

**FAIRLINGTON ARBOR
MOST COMMON VARIANCE REQUESTS & TIPS**

1) Kitchen Renovations:

If you are removing the wall between the kitchen and living room, in addition to the required documentation above, you must include a report from the architect or engineer that confirms the wall is not a load-bearing wall and that can be safely removed or modified.

2) Doors Replacement:

If you are replacing any exterior doors, in addition to the required documentation above, you must provide details in regards to the frame and trim that will be installed with the new door. The molding (trim) must be identical to the current round trim displayed on all doors (front and back) at the Arbor. You must also provide the color codes that will be used to paint the new doors.

For your convenience, you can check the Arbor's door replacement policy on the Arbor's website or request a copy from the management office.

3) Windows Replacement:

If you are replacing any exterior windows, in addition to the requirements described above, please make sure you provide documentation that confirms that the new windows will be six over six pane patterns formed by grid bars approximately $\frac{3}{4}$ inches wide. Please make sure also to include the color and material of the new windows.

For more information about the Arbor's window replacement guidelines, see Architectural Policies on Page 28 of this Handbook.

4) Attic Conversions:

If you plan to make changes to your attic space, you must submit detailed architectural plans. Please keep in mind that the roof and its components, including vents, may not be altered in any way. If you plan to use the existing vents on the roof for any ventilation purposes, you must submit details on how you plan to do so.

Remember, including as many details as possible on your Variance Request application will save you time during the approval process. Pictures are always welcome.

Variance Request Form

(PLEASE WRITE LEGIBLY AND COMPLETE ALL REQUESTED INFORMATION)

Applicant: _____

Date: _____

Address of Unit: _____

Unit Model: _____

Owner's Name: _____

Cell Phone: _____

Email Address _____

Contractor (if applicable): See attached

Address: _____

Telephone: _____

Licensed: ___ Yes ___ No License No./State: _____

Insured: ___ Yes ___ No Carrier: _____

Prior work done in Fairlington: ___ Yes ___ No

County Requirements:

Have Building Permits been requested: ___ Yes ___ No

Has the Building Permit been issued: ___ Yes ___ No

Scope of Work:

Please provide a description of the remodeling/renovation to be done in the unit and the approximate timing of when the work will begin and conclude. Please attach a copy of the contractor's plans.

Scope of Work:

Contractor’s plans and additional supporting documents (Please attach at the end of this form)

For Office Use Only

Date Variance Request Received: _____

Reviewed by Committee on: _____ Recommend: ____ Yes ____ More

Information requested from the homeowner

Board of Directors: _____ Meeting Approved: ____ Yes ____ No

Notes: _____

Facilities Manager: Check on posting of permits: _____

Check on Unit area for trash, noise, etc. Dates: _____, _____, _____, _____

APPENDIX F: PORTABLE ON DEMAND STORAGE (PODS) POLICIES

- 1) The common elements shall not be used for the storage of PODS to facilitate the temporary storage of excess materials, or to assist in the act of moving household or other goods unless an application has been filed with the Board and prior written consent obtained from the Council.
- 2) PODS may be placed on driveways or designated reserved parking spaces (NOT to exceed the boundaries of the parking space), that they not obstruct the view from corners of streets within the community, and that the units not placed in any such locations for a period in excess of seven (7) consecutive days within a calendar year. The placement of PODS in these areas shall only be for sole and limited purpose of household goods prior to moving in or out of housing within Council. Placement of PODS in the yards or lawn area is prohibited unless an application has been filed with the Board and prior written approval obtained from the Board.
- 3) If pods shall be placed on anywhere, except in pre-approved locations as provided herein or on the common elements without Board approval, this shall be in violation of these rules and shall subject the owner to the assessment of monetary charges after appropriate due process procedures have been pursued, as well as the cost of removal.
- 4) If an application is required by these rules, such application shall be in the form attached hereto as “Application for PODS Intended for the Storage of Goods”.
- 5) The owner shall be responsible for the cost of any damage in the community caused by the PODS. The cost of any such damage or removal fees shall be assessed against the lot owner as an assessment and/or from any “deposit” user fee required as condition of agreement to the placement of any PODS.

Application for PODS Intended for the Storage of Goods

Name of Unit Owner:

Address:

I, _____(Owner), hereby request the Board of Directors approval for placement of PODS or similar storage apparatus in the following location:

On the _____ day of _____, for the duration of _____ days.

The identity and phone number for the company delivering the storage unit is as follows: _____. I agree to be responsible for any and all damages with or due to the placement of the PODS and to ensure that the PODS is removed by the date set forth above. I will reimburse the Council promptly for any and all expense or costs incurred by the Council, including legal fees/costs.

I have enclosed a check (#_____) in the amount of \$ _____ as a deposit to be returned upon compliance with the term of this application/approval.

I have obtained signature of my neighbors immediately adjacent to the parking spaces where the PODS is to be placed and the sight lines of homes that front directly onto the parking space that the PODS will be placed as follows:

_____ (neighbor)

_____ (neighbor)

_____ (neighbor)

_____ (neighbor)

Date

Unit Owner Applicant

APPENDIX G

ARBOR VS. OWNER: MAINTENANCE OBLIGATIONS

	Council Responsibilities	Unit Owner Responsibilities
Attic	No Responsibility ("N/R")	All in all regards
B-Units	Common hallways and corridors, common doors, and mailboxes	All internal components that are within the boundaries of the Family Unit are the Co-Owner's responsibility.
Caulking	N/R	Interior and exterior windows and window frames are all part of Family Unit
Cable TV, DSL, etc.	N/R	All which exclusively serve a Family Unit and Co-Owner responsibility; or between Co-Owner/resident and cable or other service provider (wire on exterior of building must be disguised)
Doors - Unit storm doors	N/R	All in all regards
Doors - Unit front and rear doors	Exterior painting of storm door only	All maintenance, repair, and replacement, including all locks and hardware
Dryer ducts/vents	N/R	All in all regards
Electric - service	Electric lines outside the boundaries of the Family Unit and serving the common areas or more than one Family Unit, to include underground electric lines	All electric service and lines within the boundaries of the Family Unit
Electric - fixtures	Serving the common areas	Serving only one Family Unit (including all interior and exterior plugs, outlets and fixtures)
Gutters and fascia	All in all regards	N/R
Heating, ventilation and air conditioning	Serving pool and maintenance buildings	HVAC serving a Family Unit: All in all regards
Painting	Exterior	Interior
Patio (area inside fence)	Inspection for compliance with Council regulations	Co-Owners are responsible for maintenance of patio area and cleanliness and all repair and replacement of patios. Use of patio and any repair, replacement and/ or landscaping must conform to Council regulations
Patio fence	All in all regards	Use must conform to Council regulations
Pest control	Exterior of building	Interior of building

Plumbing fixtures	Pool & maintenance buildings	All in all regards serving Family Unit
Plumbing - water supply lines	Outside Family Unit, to include any underground water supply lines, Pool and maintenance buildings	All in all regard for all water supply lines located within or exclusively serving a Family Unit
Plumbing - sink blockages	N/R	All in all regards
Plumbing - sewer backups	Preventive maintenance of underground sewer lines outside the Unit; initial drying and sanitizing of rugs and tile floors inside the Unit	Preventive maintenance, remediation, and repairs inside the Unit
Plumbing - sewer lines	Underground sewer lines that are underneath the concrete slab and outside the Unit	Keeping cleanout in basement floor accessible
Plumbing - outside water faucets	Pool, maintenance buildings	All in all regards including shutting on/off valves in winter/spring
Roofs	All in all regards	N/R
Smoke detectors	Common area shared hallway, all in all regards	In Family Unit, all in all regards
Shutters	All in all regards	N/R
Stoops, steps and walkways	Stoops, steps and walkways serving more than one Family Unit	Stoops, steps and walkways attached to and/or serving only a Family Unit is the Co-Owner's responsibility
Trees	Common areas and any area outside the patio area (patio is part of Family Unit)	Within rear patio area is individual Co-Owner's responsibility
Walls	Common and shared corridors and hallways walls. See note below	Family Unit walls, both interior and exterior walls of the Family Unit. See note below
Water seepage or flooding		All in all regards
Windows and window openings	B-Unit side door windows at front door and B-unit center roof windows	Maintenance and replacement of all Family Unit windows, including but not limited to: glass, frame, sash, jamb, well and sill
Windows - screens and storm windows	Pool and maintenance buildings	All in all regards
Window wells	N/R	All in all regards.

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

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

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