# TABLE OF CONTENTS

Rules & Regulations	1
Chart of Maintenance Responsibilities (Revised)	9
Resolution No. 95-1 Policies and Procedures Relative to Use of the Community Room	13
Resolution No. 95-2 Policies and Procedures Relative to Use and Storage of Cooking Devices	20
Resolution No. 95-3 Policies and Procedures Relative to the Collection of Routine and Delinquent Assessments	23
Resolution No. 95-4 Creation and Procedures to Ensure Due Process In Enforcement Cases	27
Resolution No. 95-5 Polices and Procedures Relative to Board Meeting Attendance And Conduct	32
Resolution No. 95-6 Policies and Procedures Relative to the Safeguard, Control and Use of Convenience Keys and Lock-Out Service	35
Resolution No. 95-7 Policy and Procedures Relative to Adoption and Enforcement of Fairfax County Animal Ordinances	40
Resolution No. 95-8 Policy and Procedures Relative to Towing if Illegal, Jnsafe and Improperly Parked Vehicles	44
Resolution No. 95-9 Policy and Procedures Relative to Registration of Vehicles And Issuance of Parking Decals	48

# **TABLE OF CONTENTS (Continued)**

Resolution No. 95-10 Policies and Procedures Relative to Safeguard, Control and Use of Emergency Access Keys	53
Resolution No. 95-11 Policies and Procedures Relative to Safeguard, Control and Use of Convenience Keys	57
Resolution No. 95-12 Policies and Procedures relative to the Prohibition of Smoking in the Community Center During Official Functions	61
Resolution No. 95-13 Policies and Procedures Relative to Selling and Renting Units, Realtor's Signs, Open Houses and Lock Boxes	64
<b>Resolution No. 95-14</b> Policies and Procedures Relative to the Hook Up of Telephones and Cable TV	68
Resolution No. 96-1 Policies Regarding Publication of the Newsletters	71
Resolution No. 96-2 Interpretive Guideline for Enforcement of Restrictions Concerning Household Pets	73
Resolution No. 97-1 Policies and Procedures Relative to the Safeguard, Control and Use of Convenience Keys and Lock-Out Service	78
Resolution No. 01-2002 Satellite Dish and Exterior Antenna Rules	83
Resolution No. 03-01 Policy Regarding Liability for Damage Caused by Association-Provided Services and Equipment of Appliances Located on Common Elements	91
Policy/Regulatory Resolution 2009-1 Policy Regarding Replacement of Washing Machine Supply Hoses	95
Policy Resolution 2009-1 Policy Regarding Liability For Association's Insurance Deductible	98

# **TABLE OF CONTENTS (Continued)**

Regulatory Resolution No. 2011-1 Policy Regarding Pet Rules/Regulations	102
Regulatory Resolution No. 2011-2 Policy Regarding Parking Rules & Regulations	109
Policy Resolution No. 2012-1 Association Complaint Procedures	115

# RULES AND REGULATIONS OF THE CHATEAUX, A CONDOMINIUM

### GENERAL

- 1. The Chateaux, A Condominium Unit Owners Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.
- wherever in these Regulations reference is made to "unit owners," such term shall apply to the owner of any unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such unit owner, his family or tenant of such unit owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.
- 3. The unit owners shall comply with all the Regulations hereinafter set forth governing the building, public halls, terraces, balconies, drives, recreational areas, grounds, parking areas and any other appurtenances.
- 4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

### RESTRICTIONS ON USE

- 5. As provided in the Bylaws, except for the areas of the Condominium designated for commercial and recreational use and except as provided in the Declaration, no part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Each unit shall be used as a residence for a single family, its servants and guests.
- 6. There shall be no obstruction of the common elements. Nothing shall be placed on or in any of the common elements without the prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. No public hall shall be decorated or furnished by any unit owner in any manner.
- 7. Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the Condominium or any part thereof or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or on the common elements which will

result in the cancellation of insurance on the Condominium or any part thereof or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable materials may be kept in any unit. No waste shall be committed on the common elements.

- 8. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element.
- 9. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in common areas of the Condominium or passageways, parking areas, sidewalks or lawns or elsewhere on the common elements.
- 10. The water closets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the unit owner causing such damage.
- 11. Each unit owner shall keep his unit in a good state of preservation, repair and cleanliness and shall not sweep or 'throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
- 12. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the Condominium or which may structurally change the Condominium nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.
- 13. No noxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises in the Condominium or do or permit anything which will interfere with the rights, comforts or convenience of other unit owners. All unit owners shall keep the volume of any radio, television or musical instrument in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any such sound producing devices in a unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants of the Condominium.

- No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium other than in convertible space, if any is designated as such, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any unit, nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Board of Directors or the Managing Agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on any unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.
- 15. Draperies, curtains or venetian blinds must be installed by each unit owner on all windows of his unit, must be so maintained thereon at all times, and the side of said draperies, curtains or blinds facing the window must be white in color.
- No unit owner shall cause or permit anything to be 16. hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon windows, doors or masonry of such unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the unit owner beyond the boundaries of his unit. A Unit owner may, however, use a central radio or television antenna provided as a part of his unit. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors. Terraces shall not be used as storage areas. No terrace shall be enclosed or covered by a unit owner after settlement without the prior consent in writing of the Board of Directors.
- 17. No unit shall be used for any unlawful purpose and no unit owner shall do or permit any unlawful act in or upon his unit.

### PET RULES

18. The number of small, ordinary house pets, excluding caged birds and fish, shall not exceed one (1) per unit. No reptiles of any kind shall be raised, bred or kept in any unit or on the common elements.

### PARKING

- 19. All personal property placed in any portion of the Condominium or any place appurtenant thereto shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.
- 20. Should an employee of the Association at the request of a unit owner handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
- 21. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Board of Directors. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium property with "For Sale" signs attached.
- 22. All unit owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense.
- 23. Parking of automobiles in a manner which blocks sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a unit owner, any member of his family, tenants, guests, invitees or licensees shall be parked in violation of these rules and regulations or abandoned on the Condominium, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Unit Owners Association against any liability which may be imposed on the Unit Owners Association as a result of parking or abandonment and any consequences thereof.

## ENTRY INTO UNITS

24. The Association or Managing Agent shall not cause a master key system to be used for units in the Condominium; however, each unit owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have

the right to keep, a working copy of any key(s) required to gain entry to any unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent duplication by unauthorized persons and secured by the Association or Managing Agent in-a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the common elements or other units. Association or Managing Agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to insure the proper use of such emergency keys. no event shall such keys be removed from the locked box and used to facilitate entry to a unit for purposes other than those noted Unit owners may provide to the Association or Managing Agent an additional working copy of any key(s) to a unit for casual or non-emergency entry ("convenience keys"). shall be similarly coded and secured and released only upon written authorization of the unit owner. No unit owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a unit without the prior written consent of the Board of Directors.

- 25. The agents of the Board of Directors or the Managing Agent, and any contractor or workman authorized by the Board of Directors or the Managing Agent, may enter any room or unit in the Condominium with the written permission of the unit owner at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- 26. Employees and agents of the Association are not authorized to accept packages, keys, money (except for Condominium assessments or articles of any description from or for the benefit of a unit owner. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the unit owner assumes the sole risk therefor and the unit owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a unit owner's unit will not be accepted without the prior written permission of the unit owner accompanied by written waiver of all liability in connection with such deliveries.

# RECREATIONAL FACILITIES

- All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No unit owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatever nature by any tenants, guests, invitees or licensees of such unit owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.
- 28. Any damage to the building, recreational facilities, or other common elements or equipment caused by a unit owner or such unit owner's pets shall be repaired at the expense of the unit

# SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES

29. In addition to all other rights which the Board of Directors has for nonpayment of assessments, the Board of Directors of the Association shall have the right to bar the use by a unit owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium.

### MOVING

30. Except during the initial ninety-day move-in period in each building for the original purchasers or their lessees, move-ins and move-outs are restricted to the hours between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

### ASSOCIATION

- 31. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Managing Agent's office by check or money order, payable to the Condominium. Cash will not be accepted.
- 32. Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Managing Agent or the Board of Directors. No unit owner shall direct, supervise or in any manner attempt to assert

control over or request favors of any employee of the Managing Agent or the Unit Owners Association.

# CONSIDERATION IN USE OF UNITS

- 33. All persons shall be properly attired when appearing in any of the following portions of the Property: public halls, community buildings and any other public spaces of the Condominium.
- 34. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.
- 35. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.
- 36. Unit doors opening into the public halls and building entry doors shall be kept closed and secured at all times except when in use. Windows and kitchen doors must be kept closed during air-conditioning season while an air conditioner is in use in order to prevent condensation from forming in the unit's cooling mechanism and causing damage to carpets and floors.
- 37. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements without the prior written consent of the Board of Directors. No fences may be erected around or on the common elements.
- 38. Solicitors are not permitted in the building. If any unit owner is contacted by a solicitor on the Property, the Managing Agent must be notified immediately.
- 39. The installation of additional major appliances in any unit is prohibited. Such prohibited appliances include, but are not limited to, washing machines, dryers and additional dishwashers. Replacement of existing major appliances with comparable equipment is permitted subject to the prior written approval of the Board of Directors or the Covenants Committee, as appropriate.

- 1. Towing Policy
- 2. Security of Buildings

Keys

Entry Codes

- 3. Sale of Units
  - Real Estate Agents

Open Houses

- 4. Telephone and Cable Hook-Up
- 5. Automobile Decals
- 6. Visitors Passes
- 7. Current List of Owner and Tenant Phone Numbers
- 8. Notification of Tenants and Copy of Leases

# Reference Materials

Emergency Numbers Maintenance Numbers

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REVISED CHART OF MAINTENANCE RESPONSIBILITIES Exhibit "A"

:	UNIT COMPONENTS UNDER UNIT OWNER'S	All portions within a unit including fixtures & appliances attached thereto. Water damage to a unit, when the primary source of such problem is through the negligence of the occupants of that unit.		All, in all regards.		Routine cleaning.	Routine cleaning and glass replacement.
ΤV	UNIT COMPONENTS UNDER ASSOCIATION RESPONSTRILLTRY	Only to the extent that a malfunction originates outside the unit in which the malfunction occurs or may occur.	•	1		r 1	All, in all regards except routine cleaning and glass replacement.
III	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	If any, same as in Column II, except that plumbing stoppages occurring on the unit side of the waste stack shall be cleared by the Association at the unit owner's expense.	All components on the common element side of the unit service panel (including the main panel circuit breaker), in all regards, except as provided in Column V.	1	All, in all regards.		All, in all regards except routine cleaning and glass replacement.
II	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	All maintenance, repair & replacement of portions of plumbing serving more than one unit. Water damage to common elements or units other than the one which is the primary source of the problem through negligence of the occupants of such unit.	All, in all regards		All, in all regards.	All, in all regards except routine cleaning.	All which do not serve a unit, in all regards.
Τ.	ITEMS	Plumbing & related systems & components thereof.	Electrical & related systems & components thereof excluding appliances, fixtures & lights serving only one unit.	Heating & cooling systems & components thereof.		Storage Cubicles.	Windows.

Page 2

	٨	UNIT COMPONENTS	RESPONSIBILITY	Interior of door panel	Hardware set including lock and deadhole	assembly and hinges/	closure.	,		All which serve the	unit in all respects.	Replacements to be of	Bame color, grade &
	IV	UNIT COMPONENTS UNDER ASSOCIATION	RESPONSIBILITY	All surfaces exposed to	corridor including door panel, buck	trim & sill.		1					
. 111		UNDER ASSOCIATION RESPONSTRICTEM	TTTTTTTT	;	•			1					
II	GENERAL COMMON ELEMENTS	UNDER ASSOCIATION RESPONSIBILITY					All, in all regards			unit, in all regards.			
Ĭ	ITEMS		Doors, main entry to	units.			Doors, entry into	burraing.	Screens				

NOTES

# MAINTENANCE RESPONSIBILITIES:

is allocated to the Unit Owners Association to ensure central maintenance responsibility, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a unit owner (or such unit owner's family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the unit owner. This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions The appropriate sections of the Declaration determine ownership. In many cases maintenance responsibility nor to delineate all respective responsibilities between the unit owners, severally, and the Association. The place responsibility under any specific column does not always accurately reflect the precise character and nature of

Column I: <u>Items</u>. Items appearing in this column are illustrative and not exhaustive.

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

Column III: <u>Limited Common Elements Under Association Responsibility</u>. Responsibility for determining the maintenance, repair and replacement requirements of the limited common elements shall be a shared responsibility between the Board of Directors and the unit owner of a unit to which a specific limited common element is exclusively appurtenant; <u>provided</u>, <u>however</u>, that the Board shall have the total responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

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

Column V: <u>Unit Components Under Unit Owner's Responsibility Component</u>. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise. Column V: Unit Components Under Unit Owner's Responsibility Component.

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# THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

# POLICY RESOLUTION NO. 95-1

# (Policies and Procedures Relative to Use and Reservation of the Community Room)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish orderly procedures for the reservation and use of the Association Community Room.

NOW, THEREFORE, BE IT RESOLVED THAT the following policies and procedures relative to the use and reservation of the Community Room are adopted.

- 1. The Community Room may be used at no charge to conduct business on behalf of the Condominium by any group or committee approved by the Board of Directors or Management Agent.
- 2. Reservations for use of the Community Room must be made through the management office at least 5 days in advance and reservations shall be granted on a first come, first served basis.
- The Community Center Agreement must be signed by the responsible representative of the group or committee reserving the Community Center who is also a resident or a member of the Condominium Unit Owners Association.
- 4. The resident who reserves the room must be present for the duration of the function for which it is reserved.
- 5. The resident and not the Association or Management Agent is responsible for the actions of the reserver's guests, either within or outside of the Chateaux Complex.
- 6. The resident who reserves the room must supervise the activities of the caterer or other parties involved in the activity, letting them in on arrival and overseeing removal of equipment and debris. Caterers must remove their equipment and debris as soon as possible after the function.
- 7. The Community Room must be vacated by 11:00 p.m. Sunday through Thursday, or by midnight on Friday and Saturday. Music and noise must be held to a level which will not disturb neighboring residents.

- 8. The Community Room must be left clean and in good condition. All trash must be disposed in the proper manner. All lights must be turned off upon vacating the room except those on timers. All doors must be locked and keys left in the mail slot of the maintenance office.
- 9. The resident who reserves the Community Room is responsible for any and all damage to any part of the room and to any of the surrounding common elements, equipment or furnishings caused by him/her or their guests and must reimburse the Chateaux Condominium on a replacement cost basis for any repairs or replacements which may be necessary as a result of such damage. Ultimate responsibility for damage to the property rests with the owner of the unit.
- 10. A representative of management will inspect the Community Room after a function or as soon as possible thereafter.
- 11. No sale of alcoholic beverages, food, or merchandise, etc., is permitted in the Community Room.
- 12. The carrying and consumption of food and drink from the Community Room into other areas of the Condominium is prohibited.
- No person under the age of 21 shall be served alcoholic beverages of any kind, at any time, in the Community Room.
- 14. The use of illegal substances is prohibited. Violation will result in immediate expulsion from premises and further use of the Chateaux facilities being denied to the host.
- 15. Pursuant to the Fairfax County fire code, the number of persons occupying the Community Room at any time shall not exceed fifty (50) persons.
- Any violation of these and other rules governing the use of the Community Room will be cause for the immediate suspension of the use of the Community Room by the resident who reserved the room. This shall not preclude the Board from imposing monetary charges against members who are in violation of this Resolution as authorized by the Virginia Condominium Act.

The effective date of this Resolution shall be  $\frac{10-1}{2}$ 

# RESOLUTION ACTION RECORD

Duly adopted at a meeting of	f the Board	of Direc	ctors held _	
August 24, 1995				•
Motion by: Ten Wilken	Seco	nded by:	Michael G	SW STANSKI
	VOTE: YES	NO	ABSTAIN	ABSENT
Dharkey	1			
Wows/anski				
Vice President		•		
Treasurer		······-		
Jacquilly du Misser				
Secretary Mind in				
birector (		-		
ATTEST:				
Jacquely due Physon Secretary	<u>β-24-</u> Date	95		
Resolution effective: Da	7 bec 1		, 19 <u>_9</u> .	<u>5</u> .

95-1, reserve.rsl

This Resolution was duly adopted by the Board of Directors this 247m day of August , 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

Bv:

Shrekley, President

95-1, reserve.rsl

# COMMUNITY CENTER AGREEMENT

# FURNITURE AND ACCESSORY LIST

# EXHIBIT "A"

- (2) Upholstered chairs
- (1) Sofa
- (2) End Tables
- (2) Lamps
- (1) Bar
- (1) Three Drawer Chest
- (1) Desk
- (2) Armchairs
- (1) Panasonic Microwave
- (1) GE Refrigerator
- (1) Farberware 36 cup Coffee Pot
- (1) Floor Plant
- (1) Octagon Carpet

# THE CHATEAUX, A CONDOMINIUM COMMUNITY ROOM AGREEMENT

Resident's	Name(s)	) - Print
------------	---------	-----------

Date of Event

We are plo	eased to al	llow you	the use	of the C	Community	Room
located at 310	7 Patrick F	Menry Dri	ive, Falls	s Church	ı, Virgini	a 22044
	0'0					
o'clock	M. (h	erein ca	alled "the	e period	l".)	•
· · · · · · · · · · · · · · · · · · ·				-	•	

The Chateaux, A Condominium (~hereinafter referred to as the "Condominium") and the undersigned resident(s) (hereinafter referred to at the "Resident") hereby agree to the following terms and conditions of this Community Room Agreement:

- 1. The Resident and his/her guests will have the exclusive use of the Community Room and Kitchen during the Period described above.
- 2. The Resident hereby agrees to exercise due care in using the premises, and the Resident also agrees that the furniture, appliances, fixtures and appurtenances are under his/her control, and therefore, the Condominium is not liable to the Resident, his/her guests, servants, or invitees for any damage whether to person or property caused by the failure of any plumbing, heating, sewage, electricity, water or gas systems or for the failure of any other fixture. In addition, the Resident agrees to indemnify and hold The Chateaux, A Condominium harmless and without fault or liability for any loss or damage, direct or indirect, which occurs during the Period from either personal or property damage sustained by the Resident, his/her quests, invitees or servants. Moreover, the Resident shall indemnify The Chateaux, A Condominium for any and all costs or expenses, including but not limited to attorney's fees, that are incurred by The Chateaux, A Condominium arising out of any claim by it against the Resident, his/her guest, invitees or servants.
- 3. The Resident hereby agrees to comply with all local and state laws, orders, or governmental regulations and all the Condominium's rules and regulations. The Resident hereby agrees and certifies that he/she has received and reviewed a copy of the Rules and Regulations of The Chateaux, A Condominium.
- 4. All personal property placed in the Community Room or elsewhere upon the Condominium's premises, including motor vehicles, shall be so placed at the Resident's risk or at the risk of the person owning such property, and the Resident agrees to hold the Condominium harmless and without fault or liability for any loss or

damage, direct or indirect, which occurs as a result of theft or damage to said Property.

- 5. No pets or animals shall be brought into the Community Room.
- The Resident agrees that the furniture and appliances in the Community Room described in Exhibit "A" attached hereto is a true and accurate list and that the furniture and appliances described in Exhibit "A" are in good condition, free of all defects, mars, scratches, stains, cigarette burns, and similar defacements, except as noted in Exhibit "A".
- 7. The Community Room will be open for the Resident's inspection one-half hour prior to the commencement of this Period. The Resident agrees to inspect the Community Room during that time and to notify the manager prior to the commencement of the Period, of any damage to the furniture and appliances not noted in Exhibit "A". The Resident shall so notify the Condominium by inserting any such damages in writing on Exhibit "A" and by initialing each such insertion. Unless the Resident so notifies the manager, it is hereby agreed that the condition of the furniture is as stated in Exhibit "A" and the Resident shall be held responsible for all damage not noted thereon.

Management will provide a key in advance which must be left in the mail slot in the maintenance office at the end of the Event.

THE CHATEAUX, A CONDOMINIUM

		By:		
			Representative	Date
		Tele	phone	
ACCEPTED:	Resident		Date	-
	Resident		Date	
	Unit #		<del></del>	
	Telephone #			

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# THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

# POLICY RESOLUTION NO. 95-2 (Policies and Procedures Relative to the Use and Storage of Cooking Devices)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish guidelines for the use and storage of cooking devices.

WHEREAS, Fairfax County Code §62-2-6, F-315.1 prohibits the use of charcoal cookers, braziers, hibachis, grills or any other cooking devices powered by flammable liquids or gas on balconies within a multi-family structure;

WHEREAS, Paragraph 7 of the Association's Rules and Regulations prohibits the keeping of inflammable materials or items that could increase the rate of insurance for the condominium in the unit or on the common areas;

WHEREAS, the Board has received numerous complaints from unit owners that some residents regularly use and store cooking devices on balconies;

WHEREAS, the Board has determined that it cannot always rely upon County officials to regularly inspect the property to enforce the Fairfax County Code;

WHEREAS, the Board has determined that the Association should have its own independent means of regulating a hazard to the well-being of residents and the property.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted:

The use and storage of flammable materials, charcoal cookers, braziers, hibachis, grills or any other cooking devices powered by any flammable liquid, charcoal or gas on a balcony or within 15 feet of any building within the Condominium is prohibited.

The effective date of this Resolution shall be  $\frac{10/(1/9)}{1995}$ .

This Resolution was duly adopted by the Board of Directors this 247 day of August , 1995.

THE CHATEAUX, A CONDOMINIUM UNIT

3v: 1/2

gackson C. Shockley, President

95-2, cooking.rsl

# RESOLUTION ACTION RECORD

Duly adopted at a meeting of	the Board	of Direct	tors neld -	
August 24, 1995	. <b>•</b>		•	
Motion by: Michael Powstons	<i>上:</i> Seco	nded by: .	Irus bolker	<u>.</u>
	VOTE: YES	NO	ABSTAIN	ABSENT
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Wows/anske				
Vice President  Treasurer				· · · · · · · · · · · · · · · · · · ·
Secretary due Thuran				
pirector ) Macin				
ATTEST:  Datquelem due Johnson Sebretary	8-24 Date	-95		
Resolution effective:	October		, 19 <u>_</u> 5	<u> 25</u> .

95 2, cooking.rsl

# THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

### POLICY RESOLUTION NO. 95-3

# (Policies and Procedures Relative to the Collection of Routine and Delinquent Assessments)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, Article V, Section 5.2 of the Bylaws personally obligates each lot owner to pay an annual assessment to fund the common expenses of the Association; and

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish orderly procedures for the billing and collection of assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the following assessment procedures shall be adopted.

### I. ROUTINE COLLECTIONS

- A. All monthly installments of the annual assessments shall be due and payable on the first day of the applicable month ("Due Date").
- B. The Association shall mail a notice to every Unit Owner which will inform the Unit Owner of the amount of the Unit Owner's fee; however, no Unit Owner will be excused of the obligation to pay the assessment if notice is not received. Each Unit Owner is under a legal duty to seek out information from the Association about the assessment if the notice is not received.
- C. Non-resident Unit Owners must furnish the Board with a telephone number and address where they can be contacted; otherwise, all notices shall be sent to the property address and members shall be responsible for the information contained therein.
- D. Questions regarding the assessment may be directed to:

Sequoia Management Company 5900 Centreville Road, Suite 425 Centreville, VA 22020

# II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. <u>Late Charge</u> Any installment of the assessment not fully paid to the Association within 15 days of the Due Date shall be considered delinquent and a late charge of \$10.00 shall be posted to the account.
- B. Returned Check Charge If the Association receives a check from a member which fails to clear the Unit Owner's account, an administrative fee of \$10.00 may be posted to the account. If a Unit Owner submits two checks in a 12 month period which fail to clear his or her bank account, the Board of Directors may require the Unit Owner to make all future payments by certified check or money order for the remainder of the fiscal year.
- C. <u>Acceleration and Suspension of Privileges</u> Whenever any Unit Owner fails to pay any portion of the assessment, the following action may be taken by the Board:
  - 1. The entire balance of the annual assessment may be accelerated and declared due in full; a lien in the accelerated amount may be recorded against the title of the unit; and/or a lawsuit may be filed against the Unit Owner in the Fairfax County Courts.
  - 2. The Board may suspend a Unit Owner's rights, privileges and benefits of membership. If imposed, the suspension shall continue until payment in full on the account is received by the Association. Such suspension may include, but is not limited to, revocation of parking privileges in the common area. The Unit Owner shall be responsible for all costs which the Association incurs while effectuating the suspension or reinstatement of privileges and benefits of membership.
- D. <u>Method of Crediting Payments</u> Payments received by the Association from delinquent Unit Owners shall be credited in the following order of priority, as applicable:
  - 1. Any fees or costs of collection;
  - 2. Late charges and interest;

- 3. All other charges and fees incurred by the Association as a result of any violation by a member, his family, employees, agents, tenants or licensees of the regulations of the Association;
- 4. Any and all special assessments; and
- 5. The monthly assessment for that unit.

The effective date of this Resolution shall be October 1, 1995.

This Resolution was duly adopted by the Board of Directors this 24th day of August, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

3v: Shock

Jackson C. Shockley, President

H:\WPDATA\CLIENT\03\03438\950130B.RES

# RESOLUTION ACTION RECORD

August 24, 1995	•		·
otion by: 1215 Giller	Seconded by:	Richard	Marsi
•			
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	VOTE:		
	YES · NO.	ABSTAIN	ABSEN'
Phockay resident			
Wourstanski			
ice President			
ceasurer	<u></u>		
Jacquely Sue Mhosen			
rector ()			
TEST:			
cretary due Physics	aug. 24.1995		
	Date .		
solution effective:	October 1	, 19_5	P

95-3, collect.rsl

# THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

# POLICY RESOLUTION NO. 95-4

# (Creation of Procedures to Ensure Due Process in Enforcement Cases)

WHEREAS, the Virginia Condominium Act provides the Board of Directors with the power to assess monetary charges against members of the Association who are responsible for violations of the regulations of the Association;

WHEREAS, the Virginia Condominium Act requires the Board of Directors to formally adopt and publish a written resolution to enact the statutory power to assess monetary charges against members for violations of the regulations of the Association; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the following policy and procedures shall be adopted.

### A. ENFORCEMENT STEPS

- 1. On behalf of the Association, the Board of Directors may undertake enforcement action upon its own detection of a violation of any regulation of the Association or upon its confirmation of a violation reported by any source. At the discretion of the Board of Directors, initial enforcement action may take the form of verbal or informal written notification to the offending member. The managing agent may act for the Board of Directors.
- 2. When informal notification is not elected or proves unsuccessful, the Board of Directors may issue a formal notice in writing. The formal notice shall be delivered by hand or mailed by first class mail to the member at the member's address listed on the records of the Association and to the property address, if different.
- 3. Formal written notice to the member will generally advise the member of the nature of the offense, the citation of the specific provision within the Association's governing documents which has allegedly been violated, the specific remedy required, and the number of days when corrective action must be completed

in order to preclude the possible imposition of a monetary charge.

4. When formal written notice does not result in correction of the violation, the Board of Directors may impose monetary charges against the offending member. The decision shall be made by the Board of Directors at a duly convened meeting, and the decision shall be recorded in the minutes.

# B. NOTICE AND HEARING GUIDELINES

Before the monetary charge may be made legally effective, the member shall be informed in writing of his/her right to request a hearing to contest the citation or the imposition of the monetary charge. The following guidelines apply to the notice and hearing procedure:

- 1. A written notice delivered by hand or mailed by registered certified mail, return receipt requested from the Board of Directors to the member shall advise the member of his/her right to contest the monetary charge at a hearing before the Board of Directors. Such notice will request the member to confirm in writing by a certain date his/her desire for a hearing to contest the monetary charge. The Board of Directors shall set all hearing dates at its discretion.
- 2. WHEN NO RESPONSE IS RECEIVED FROM THE MEMBER BY THE DATE WHEN THE MEMBER MUST CONFIRM HIS/HER REQUEST FOR HEARING, OR WHEN THE MEMBER REQUESTS A HEARING BUT FAILS TO ATTEND THE HEARING WITHOUT PROVIDING REASONABLE AND SATISFACTORY EXPLANATION, THE MEMBER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO REQUEST A HEARING. THE BOARD OF DIRECTORS SHALL NOT BE REQUIRED TO CONDUCT A HEARING UNLESS THE MEMBER CONFIRMS THE INTENTION TO ATTEND THE HEARING IN WRITING, AND THE BOARD OF DIRECTORS MAY IMPOSE A MONETARY SANCTION IN THE ABSENCE OF THE MEMBER.
- 3. When hearings are conducted, the Board will provide the member with a reasonable amount of time to present any and all defenses to the alleged violation.
- 4. Following such hearing, the Board may meet in executive session to discuss whether satisfactory proof of the alleged violation exists, and, if so, whether monetary charges should be levied.

### C. ENFORCEMENT REMEDIES

When the determination of the Board of Directors is unfavorable to the member, the Board will undertake the administrative actions required to effect a charge as an assessment against the member's unit. Monetary charges may

not exceed \$50.00 for a single offense or \$10.00 per day for any offense of a continuing nature.

The Board of Directors shall use the following definitions:

- 1. Single offense: A one-time act or omission by a member (or his family, tenant, guest or invitee) determined by the Board of Directors to constitute a violation of any provision of the Association's regulations. Members shall be legally responsible to ensure that their tenants, guests, or invitees comply with the Association's regulations.
- Continuing Offense: The failure of a member (or his 2. family, tenant, guest or invitee) to rectify an act or omission determined by the Board of Directors to constitute a violation of any provision of the Association's regulations for more than one day after receipt of any written notice from the Board of Directors, or the reoccurrence of a single offense within six months of the date of the receipt of the written notice of the imposition of monetary charges for the single offense. Daily charges for continuing offenses may accrue up to the date when the member notifies the Board of Directors in writing that correction of the violation has occurred (subject to later confirmation by the Board of Directors). If the correction of a continuing offense has been confirmed by the Board, the monetary charge levied against the member's unit through the day of correction will remain in place.
- 3. Applicability: The procedures outlined in this Resolution may be applied to all offenses of legal restrictions of the Association, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, suspension of privileges, initiation of suit or self help remedies.

The effective date of this Resolution shall be October 1, 1995.

This Resolution was duly adopted by the Board of Directors this 2474 day of August , 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

By:

Jackson C. Shockley, President

95-4, Enforce.rsl

# RESOLUTION ACTION RECORD

Duly adopted at a meeting of	f the Board of Direc	ctors held	<del></del>
August 24, 1995	<b></b> •		
Motion by: 1212 Wicken	Seconded by:	Richard	Marrie
	·		
•	VOTE:		
	•		
• .	,		
	YES NO	ABSTAIN	ABSENT
Shortley	<i></i>		
President	TOTAL CONTRACTOR OF THE PARTY O		<del></del>
Mows/anski		•	
Vice President	/		
SNX C. WHELIN	<u></u>		<del></del>
Treasurer	·		
Secretary.			
11 holius Markey	<i>i</i> —		
Director ( /			
		,	
ATTEST:			
Jacquely due Johnson	aug. 24, 1995		
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	Date		
Resolution effective:	October 1	. 19 <i>7</i>	<b>E</b>

# THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

# ADMINISTRATIVE RESOLUTION NO. 95-5

# (Policies and Procedures Relative to Board Meeting Attendance and Conduct)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish administrative procedures regarding Board Meeting attendance and conduct.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures regarding Board Meeting attendance and conduct shall be adopted.

- 1. The Property Manager shall attend all regularly scheduled Chateaux Condominium Association Board of Directors Meetings up to a maximum of twelve (12) regularly scheduled board meetings during a calendar year with each meeting lasting a maximum of two (2) hours. The Property Manager will provide a verbal report of the condition and status of the property when called upon at the meeting. The Property Manager will not normally be required to attend additional, special or supplemental meetings scheduled by the Board of Directors unless specifically invited to attend.
- 2. The Chairperson of the Covenants Committee, or a designated representative, shall attend all regularly scheduled Board of Directors Meetings and provide a verbal report on the condition of the property when called upon.
- 3. The Board of Directors, at its option, may elect to restrict attendance at any regularly scheduled meeting by providing written notice of the restriction in advance of the scheduled Board Meeting.
- 4. At the discretion of the Board president or by approved motion of the Board of Directors, any Board Meeting or portion of a board meeting may be called into executive or closed session at any time during the meeting and all non-board members in attendance may be required to leave.
- 5. Board Meetings shall be regularly scheduled for the second Thursday of each month at 7:00 pm in the Community Center. All regularly scheduled Board Meetings shall be open to attendance by any association member unless specifically notified in advance to the contrary. Members of the Association will be notified in advance and in writing of regularly scheduled board meetings which deviate from the regularly scheduled date or time.

6. Minutes and financial statements of all board meetings, following approval, shall be prominently displayed in the Community Center and in each Building and made accessible for the review of all members of the Association.

The effective date of this Resolution shall be  $\frac{10/1/95}{1995}$ .

Duly adopted at a meeting of	the Board	of Direc	tors held _	
August 24, 1995	*			
Motion by: /Res Wilken	Seco	onded by:	Michael	PewoTAask
	VOTE:			
Phoekkey	YES	NO	ABSTAIN	ABSENT
Mows/anski				
Vice President, Treasurer		·		
Secretary Manden  Secretary Manden  Director				
ATTEST:  Decquelymond Johnson  Secretary	aug. S	? <u>4 (19</u> 93	5	
Resolution effective:	Ceroba	ـ /	, 19 <u>9</u>	<u>i</u> .

95-5, meeting.rsl

## POLICY RESOLUTION NO. 95-6

# (Policies and Procedures Relative to Building Keys and Access Codes)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish policies regarding building keys and access codes.

NOW, THEREFORE, BE IT RESOLVED THAT the following policies regarding building keys and access codes are adopted.

#### I. PRIVACY AND SECURITY

If for any reason the security access code or key to any building is compromised, i.e., given to a delivery person, a mail carrier, a newspaper carrier or to anyone not authorized to have the access code or building key, any affected unit owner from the building can notify the Board of Directors or the Property Manager and request that a new access code or building key be provided as appropriate. A changed access code will then be issued within three working days and new keys will be issued as soon as the locks can be changed. Violators will reimburse the Association for any costs incurred as a result of their violations.

Each Unit Owner, whether residing within or outside of the Condominium Complex, will be given two keys and a four digit numeric electronic access code which will allow entry into one side of a Condominium Building where their condominium unit is located. The four digit electronic access code will provide a keyless entry to the front door of their respective side of the building. The key will open the front door, the rear door and the interior door from the garage into their respective side of the building. All building doors are limited use common areas.

# II. <u>POLICY FOR KEYS AND ELECTRONIC BUILDING ACCESS CODES FOR RENTED OR LEASED UNITS</u>

Those Unit Owners who  $\underline{\text{rent or lease}}$  their respective units will be responsible for:

- (1) providing their tenants with copies of the building keys;
- (2) ensuring their tenants are familiar with and fully comply with the Condominium's key and access code policies;

- (3) ensuring all building keys issued to their tenants are collected and accounted for when the tenants vacate the premises;
- (4) any costs incurred by the Association as a result of their tenants who violate the key or access code policies; and
- (5) notifying the Property Manager when their tenants have vacated the premises and the building keys have been properly accounted for. The Property Manager will then have the building access codes changed.

# III. POLICY FOR THE PROTECTION OF BUILDING KEYS AND BUILDING SECURITY

Unit Owners and tenants must not give a building key or copies of a building key to <u>anyone</u> who is not entitled to a key as provided for above. Any unit owner(s) or tenant(s) who provides a key to an individual not entitled to receive a key will be in violation of the building security.

If key violations are encountered, the affected building locks will be changed, new keys will be made and the new keys re-issued to all affected unit owners, landlords and tenants. The associated costs, including locksmith charges for locks and keys, administrative and mailing costs, and the costs for the time required to re-issue keys, will be charged to the violator. Violators will be subject to punishment pursuant to Policy Resolution No. 95-4.

# IV. POLICY FOR THE ISSUANCE AND PROTECTION OF ELECTRONIC BUILDING ACCESS CODES

Each Unit Owner and Tenant will be given a four digit electronic access code to allow them keyless entry into the front door of their respective side of the building. The entry access code will not be given to anyone who does not reside in the building. If for any reason the security access code is violated, i.e., given to a delivery person, a mail carrier, a newspaper carrier, a realtor or to anyone not authorized to have the access code, any affected unit owner or tenant from within or without the building can notify the Property Manager or a member of the Board of Directors and request a new access code be provided as appropriate. The identity of the individual reporting the violation will not be disclosed. The Property Manager will issue a changed access code for the affected side of the building within three working days. The first-time violator will reimburse the Association for any costs incurred as a result of their violation. Second offenses may result in punishment pursuant to Policy Resolution No. 95-4.

Visitors can be granted building entry by a unit owner or tenant via the call system located at the front door of each building.

The effective date of this Resolution shall be  $\frac{18/1/95}{1995}$ .

This Resolution was duly adopted by the Board of Directors this 247n day of August, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

Bv:

Jackson C. Shockley, President

95-6, Reys.rsl

Duly adopted at a meeting of	the Board	d of Dire	ctors held	,	
augu 4 24, 1995	_·				
Motion by: Richard Marrie	Sec	onded by:	Jacquel	yn Johns	юn
	VOTE: YES	ИО	ABSTAIN	ABSENT	
Djurkley Président	$\overline{\nu}$			·	
Mows tanski			**************************************		
Vice President  Treasurer  Treasurer					
Segretary July		Canal Can		***************************************	
Director ()					
ATTEST:					
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Resolution effective:	Croper	/	, 19	91.	

95-6, keys.rsl

#### POLICY RESOLUTION NO. 95-7

(Policies and Procedures Relative to Adoption and Enforcement of Fairfax County Animal Ordinances)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish procedures for the enforcement of Fairfax County animal ordinances.

WHEREAS, Fairfax County Code §41-2-4 provides:

- (a) No dog shall run unrestricted in the County. Any person who is the owner of a dog found unrestricted in the County shall be in violation of this Section;
- (b) It shall be the duty of the Animal Warden or Deputy Animal Warden to seize and impound any dog found off the property of its owner when such dog is unrestricted;

WHEREAS, Fairfax County Code §41-2-6 provides:

It shall be unlawful for the owner of any animal or animals to keep such animal or animals in such a manner as to cause unsanitary conditions. The owner or custodian of any dog shall be responsible for the removal of excreta deposited by such dog on the property of another, including public areas.

WHEREAS, the Board has received numerous complaints from members and has independently determined that, despite the County ordinances to the contrary, pet owners within the Association often allow their pet(s) to walk or run unleashed within the Association and fail to remove excreta deposited by their pet(s) on the Common Area and the private property of other members; and

WHEREAS, the Board has determined it to be in the best interest of the Association to incorporate these County ordinances into the Rules and Regulations of the Association and to authorize the Fairfax County Animal Warden to enforce the County ordinances within the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted.

1. Fairfax County Code § 41-2-4 is hereby adopted by the Board as a rule of the Association. The Fairfax County Animal Warden or

Warden or Deputy Animal Warden is hereby authorized to enforce Fairfax County Code §41-2-4 on the property of the Association.

- 2. Fairfax County Code § 41-2-6 is hereby adopted by the Board as a rule of the Association. The Fairfax County Animal Warden or Deputy Animal Warden are hereby authorized to enforce Fairfax County Code §41-2-6 on the property of the Association.
- 3. Nothing contained herein shall prevent the Board from imposing monetary charges against members who are in violation of this Resolution as authorized by the Virginia Property Owners' Association Act and pursuant to Policy Resolution 95-4 in addition to any other civil or criminal penalty which may be imposed upon the Unit Owners by Fairfax County.
- 4. The Board shall send written authorization to the Fairfax County Animal Warden to enforce the cited provisions of the Fairfax County Code within the Association.
- 5. The Board shall cause appropriate signage to be placed at the entrances to the Association which place entrants on notice that the Fairfax County animal restrictions will be enforced within the Association.

The effective date of this Resolution shall be <u>October</u>/, 1995.

This Resolution was duly adopted by the Board of Directors this 24th day of August, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

Bv:

Jackson C. Shockley, President

95-7, animal.rsl

Duly adopted at a meeting of	f the Board	d of Direc	ctors held _	
August 24, 1995	•		,	
Motion by: Michael Pows7	muski seco	onded by:	Richard to	MRITIN
·				
·	VOTE:			
	YES	NO	ABSTAIN	ABSENT
Président				•
Moustanski		· · ·	· · · · · · · · · · · · · · · · · · ·	
Vice President	V			
Treasurer				
Secretary Man	<u>.</u> .		_	
Director /				
ATTEST:				
Oacquelander Schnein	Oug.25	4, 1995	·	
Resolution effective:	October 1	~_~_**********************************	, 19 <u></u> 9.	Σ.

43

95-7, animal.rsl

#### POLICY RESOLUTION NO. 95-8

(Policies and Procedures Relative to the Towing of Illegal, Unsafe and Improperly Parked Vehicles)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, Article 5, Section 5.8.a(7) of the Bylaws defines vehicles which are illegal to park within the common area; and

WHEREAS, Paragraphs 19, 20, 21, 22 and 23 of the Association's Rules and Regulations provides rules regarding Parking and Towing of Vehicles; and

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish procedures for the removal of illegal, unsafe and improperly parked vehicles; and

WHEREAS, the Board has received numerous complaints from unit owners concerning vehicles being parked on the common area which are not entitled to parking rights or privileges;

WHEREAS, the Association has designated certain parking spots for handicapped parking and for specific units within the Condominium.

NOW, THEREFORE, BE IT RESOLVED THAT the following towing policy and procedures shall be adopted:

#### TOWING OF VEHICLES

- 1. Vehicles not displaying a properly affixed decal or a visitors pass which are occupying a parking space will be towed between the hours of 12:00 Midnight and 10:00 AM.
- 2. Vehicles which display expired license plates or state inspection stickers or are otherwise not roadworthy are subject to being towed at all times of the day or night.
- 3. Inoperable vehicles and vehicles which are not intended for regular use which are located in parking spaces are subject to being towed at all times.
- 4. Vehicles which are parked in the Fire Lanes or designated "No Parking Areas" are subject to being towed at all times of the day or night.

- 5. Vehicles which are parked in the designated handicapped parking area which do not display handicap license plates or other designated handicapped authorization are subject to being towed at all times of the day or night.
- 6. All expenses of towing to include vehicle storage will be the sole responsibility of the vehicle's rightful owner.
- 7. Vehicles which are illegally parked in Reserved Parking Spaces are subject to being towed.
- 8. Residents are responsible for ensuring that their visitors or guests are made fully aware of all parking restrictions and regulations.

The effective date of this Resolution shall be October 1, 1995.

H:\WPDATA\CLIENT\03\03438\951006J.RES

This Resolution was duly adopted by the Board of Directors this 2474 day of Jugust, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

Ву

Shorkey Fresident

95-8, Towing.rsl

Duly adopted at a meeting of	the Boar	d of Direc	ctors held _	,
Motion by: Mickey Powssons	—· ≸ <u>⊬i</u> Sec	onded by:	Richard M	ar Tir
	VOTE:			
	YES	NO	ABSTAIN	ABSENT
President  Nowslanski  Vice President	<u></u>			
Treasurer  Consum Juckhnson Secretary	<u> </u>			
Mirector Montin				·
ATTEST:  Secretary Mullings	Cuy:	24th 199	5 .	
Resolution effective:	•		, 19 <u></u> 9	<u>3</u> .

95-8, towing.rsl

#### POLICY RESOLUTION NO. 95-9

(Policies and Procedures Relative to Registration of Vehicles and Issuance of Parking Decals)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish procedures for the registration and identification of automobiles which will occupy parking spaces in the garages or on the common area; and

NOW, THEREFORE, BE IT RESOLVED THAT the following policy and procedures shall be adopted relative to registration and identification of vehicles occupying parking spaces:

## I. REGISTRATION OF VEHICLES

All vehicles that are owned by a unit owner, occupant or tenant and which is/are intended to occupy an assigned garage parking space(s) or common area parking space(s) must be registered with the Managing Agent using the form shown in Attachment 1. Official state vehicle registration will be used to provide proof of vehicle ownership when and as required.

#### II. VEHICLE DECALS AND VISITORS PASSES

All registered vehicles will be issued a decal to identify the vehicle and to indicate authorization to occupy a parking space.

Each occupied Unit within the Condominium complex, whether occupied by the Owner, an Occupant or a Tenant, will be issued three (3) Visitors Passes from the Managing Agent at time of occupation to be used for identifying vehicles of their authorized guests which are being parked in spaces on the Condominium Common area. Additional Visitor Passes are available for purchase from the Managing Agent.

Visitors Passes will not be used in lieu of a permanent decal unless the vehicle is permanently assigned by the vehicle's owner to the owner, occupant or tenant for their exclusive use and operation, such as a Company provided vehicle. Vehicles belonging to guests who are of a more permanent nature must be registered with the Managing Agent or be subjected to towing at the expense of the guest.

#### III. LOCATION OF DECALS AND VISITORS PASSES WITHIN THE VEHICLE

The decal will be permanently affixed to the lower left hand corner of the vehicles rear window on the driver's side. For those vehicles which do not have a rear window, the decal may be placed in the lower right side of the passenger windshield or in an area that is readily visible and discernible by the towing company responsible for enforcing the parking restrictions.

Visitors Passes will be hung inside the vehicle from the rear view mirror post in such a way as to be readily visible to the towing company.

#### IV. ENFORCEMENT

Vehicles which do not comply with this policy are subject to being towed per the provisions of resolution 95-8. All towing and storage expenses will be the sole responsibility of the vehicle's owner.

The effective date of this Resolution shall be  $\frac{10/1/95}{1995}$ ,

This Resolution was duly adopted by the Board of Directors this 3474 day of August, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

Bv:

Jackson C. Shockley, President

95-9, decals.rsl

Duly adopted at a meeting of	f the Board	d of Dire	ctors held _	· · · · · · · · · · · · · · · · · · ·
August 24, 1991	<b>.</b>			•
Motion by: /prs bucter	Seco	onded by:	Rechard W	Martin
	MODE			
	VOTE:			
Shurkey.	YES	NO	ABSTAIN	ABSENT
Vice President	<u> </u>			
Treasurer  Orcereum due Ahnoch	<u>/</u>			
Secretary Millings	<u></u>			
ATTEST:				
	- Ciuga Da	) 4 . 190 te .	75	
Resolution effective:	Ocrobn	/	, 19 <i>5</i>	<u>V.</u>

95-9, Decals.rsl

# CHATEAUX CONDOMINIUM ASSOCIATION VEHICLE REGISTRATION

OWNER/TENANT NAME	
OWNED DE VERTE	
BUILDING AND UNIT NO	
VEHICLE MAKE AND YEAR	,
BODY STYLE	
COLOR	
LICENSE TAG NO AND STATE	
RESERVED PARKING SPACE NUMBER(S)	
	(SPECIFY IF NONE)
P	ADDITIONAL VEHICLES
VEHICLE MAKE AND YEAR	
BODY STYLE	
COLOR	
LICENSE TAG NO AND STATE	
,	
VEHICLE MAKE AND YEAR	
BODY STYLE	
COLOR	
LICENSE TAG NO	•

#### POLICY RESOLUTION NO. 95-10

# (Policies and Procedures Relative to Safeguard, . Control and Use Emergency Access Keys)

WHEREAS the Virginia Condominium Act requires the Unit Owner to provide the Board of Directors access through their unit as may be necessary to enable the Board of Directors to discharge their responsibilities; and

WHEREAS, Article 6, Section 6.2(b) of the Declaration provides for each unit to have an easement for lateral and subjacent support from every other unit; and

WHEREAS, Article 5, Section 5.9 of the Bylaws requires each unit owner to grant a right of access to his/her unit to the Board of Directors, the Managing Agent, or duly authorized designee of the Board of Directors or the Managing Agent, for the purpose of enabling the exercise and discharge of their respective power and responsibilities; and

WHEREAS, Paragraph 24 of the Association Rules and Regulations requires the Board of Directors to establish procedures to ensure the safeguard, control and use of the keys for emergency access to the units;

NOW, THEREFORE, BE IT RESOLVED THAT the following policies and procedures regarding building keys for emergency access are adopted.

- I. Safeguard and Control of Emergency Keys
  - A. The keys will be maintained in a designated, secure location in the Community Center. The area in which the keys are stored will be kept locked at all times unless the Managing Agent or his designee is present. Keys will be maintained and kept in a locked, wall mounted key box. Security alarms will be utilized to the maximum extent possible to detect and warn of improper entry into the locked key storage area.
  - B. Keys will not be removed from their locked key box except for emergency purposes or for inventory purposes by the Managing Agent or his designee.
  - C. Access will be restricted to the Managing Agent and his designee. Keys to access the secure outer door and to the key box will be restricted to the Managing Agent and his designee. No one will be allowed entry into the area of the key box without the presence of the Managing Agent or his designee.

#### II. Use of Emergency Keys

- A. The emergency keys will only be used to access a unit when the fact or threat of fire, flood or other condition which may adversely affect the common elements or other units has been encountered.
- B. Every attempt will be made by the Managing Agent or his designee to contact the Unit Owner of the affected unit before using the Emergency Key for the concerned unit. However, in an emergency situation time may be of the essence and/or the criticality of the situation may preclude the owner not being contacted until after the emergency has been resolved and time is available.
- C. A current roster of Unit Owners and their work place and contact(s) will be maintained by the Managing Agent for use in emergencies. Unit owners will be responsible for keeping the Managing Agent informed at all times of their current work telephone numbers and work location for their contact during emergency situations.
- D. Emergency keys will not be used for the convenience of the unit owner, i.e., for lockouts or any other non-emergency purpose.

The effective date of this Resolution shall be /D// , 1995.

This Resolution was duly adopted by the Board of Directors this 2471 day of August , 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

By:

Jackson C. Shockley, President

95 - 10, emerkeys.rsl

Duly adopted at a meeting of	the Board	l of Dire	ctors held _	
August 24, 1995	•			•
Motion by: Reliand Marson	ν Seco	onded by:	Michael &	OWATANSKI
	VOTE:			
	YES	иО	ABSTAIN	ABSENT
Throkely	<i>~</i>			
Président Mous lans he				<del></del> .
Vice President	1			·
Treasurer  Occurred Auf house		· · · · · · · · · · · · · · · · · · ·		·
Director //				
ATTEST:				
Sebretary Du Minon	aug 24 Date	, 1995	<u>.</u>	
Resolution effective:	October	- /	, 19_5	75.

95 - 10, emerkeys.rsl

#### POLICY RESOLUTION NO. 95-11

#### (Policies and Procedures Relative to the Safeguard, Control and Use of Convenience Keys)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium; and

WHEREAS, Paragraph 24 of the Association's Rules and Regulations provides for the Managing Agent or the Association to retain a working copy of keys to the units for casual or non-emergency use (hereinafter "Convenience Key"); and

NOW, THEREFORE, BE IT RESOLVED THAT the following policies and procedures regarding convenience keys shall be adopted:

#### I. Safeguard and Control of Convenience Keys

- A. The keys will be maintained in a designated, secure location in the Community Center. The area in which the keys are stored will be kept locked at all times unless the Managing Agent or his designee is present. Keys will be maintained and kept in a locked, wall mounted key box marked for Convenience Keys. Security alarms will be utilized to the maximum extent possible to detect and warn of improper entry into the locked key storage area.
- B. Keys will not be removed from their locked key box except for casual or non-emergency purposes or for inventory purposes by the Managing Agent or his designee.
- C. Access will be restricted to the Managing Agent and his designee. Keys to access the secure outer door and to the key box will be restricted to the Managing Agent and his designee. No one will be allowed entry into the area of the key box without the presence of the Managing Agent or his designee.

#### II. Use of Convenience Keys

- A. The convenience keys will only be used to access a unit upon the specific request of the unit owner.
- B. Written requests may be given to the Managing Agent to allow entry into their unit for specific purposes at specified dates and time by the Managing Agent or his designee using the convenience key.
- C. The Managing Agent or his designee will also respond as quickly as possible to lockout situations.

 This Resolution was duly adopted by the Board of Directors this 2474 day of August, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

Bv:

Jackson C. Shockley, President

95-11, convkeys.rsl

Duly adopted at a meeting of	f the Boar	d of Direc	ctors held	
August 24, 1995	·		•	
Motion by: /och wicker	Sec	onded by:	Richard	Marin
				•
·	HOTE	•		
	VOTE:			
•			•	
•		1.50		
John Alexander	YES	NO	ABSTAIN	ABSENT
Rresident				· · · · · · · · · · · · · · · · · · ·
Vice President				
Vice President				
Treasurer				
Cacquelyn due Dhnan				P-4-1/27
The Mant	<u> </u>			
Director /				
•				
ATTEST:				
Decquetyn duc JUNION Secretary	aug.	24.199	5	
Secretary	VDE	ite		
Resolution effective:	Derober	-/	, 19_	E1.

95-11, convkeys.rsl

#### POLICY RESOLUTION NO. 95-12

(Policies and Procedures Relative to the Prohibition of Smoking in the Community Center During Official Functions)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board has received numerous complaints from unit owners regarding smoking in the Community Center during all official Association Functions being held there;

 $_{\mbox{\scriptsize NOW}},$  THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted:

1. During all official Association functions held inside the Community Center, the Community Center is hereby designated a No Smoking Area. All smoking must be confined to the areas outside of the Community Center during the time the Official Function is underway.

The effective date of this Resolution shall be 10/1/95, 1995.

This Resolution was duly adopted by the Board of Directors this 307 day of Augus, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

By:

Jackson C. Shockley, President

95-12, nosmoke.rsl

Duly adopted at a meeting of	the Board	d of Direc	tors held _	
August 30,1995				
Motion by: Poworanski	Seco	onded by:	WICKEN	
	VOTE:			
	YES	NO	ABSTAIN	ABSENT
Doubles	LES	NO		
President		•		
Vice President		-		<del></del>
SIME MULLED	V			
Treasurer				
Secretary M. M.				
Music				
Director				
			•	
ATTEST:		<b></b>		
Secretary ( ) Man		<u>30 1905</u> ite		
Resolution effective:	706m1		, 19 <u>_</u>	37

Z Neimake.rsc 95-10, <del>posting.rsl</del>

#### POLICY RESOLUTION NO. 95-13

(Policies and Procedures Relative to Selling and Renting Units, Realtor's Signs, Open Houses and Lock Boxes)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium; and

WHEREAS, Article 5 Section 5.8(a)(9)of the Bylaws prohibits erecting, posting or displaying signs of any kind upon, in, or from any unit or common element without prior written approval of the Board of Directors; and

WHEREAS, Article 5, Section 5.8(a)(6) of the Bylaws requires Homeowners to forward a conformed copy of all leases to the Board of Directors; and

WHEREAS, Paragraph 14 of the Associations Rules and Regulations prohibits "For Sale" or "For Rent" or other Window Displays; and

WHEREAS, the Board has received numerous complaints from unit owners regarding the location of Realtors Lock Boxes on Building Doors;

NOW, THEREFORE, BE IT RESOLVED THAT the following policies and procedures regarding the selling, renting, signs and showing of units of shall be adopted:

## I. REALTOR SIGNS AND OPEN HOUSES

- A. "For Sale" or "For Rent" signs are not allowed on the individual units.
- B. Realtors may place a sign on the front entry walk during the hours of an Open House only. Open House signs are permitted at the right side of the entrance driveway into the Chateaux during Open House hours only and must be removed when the Open House is finished that day. Signs left on the property will be confiscated and not returned.
- C. Signs are not permissible on County or State right-ofway.

#### II. RENTAL OF UNITS

A. Realtors or landlords are required to provide the Managing Agent with a copy of all leases. The Managing Agent must assure compliance. Short term leases (less

than six months are not allowed).

B. All Homeowners and Realtors must notify the Managing Agent of any For Sale or For Rental unit. Upon notification of the Managing Agent, they will be mailed an information sheet to fill out, sign and return.

#### III. DESIGNATED AREA FOR LOCK BOXES

A. Realtor or other Lock Boxes are not allowed on any interior or exterior door of any unit or building in the complex. A Designated Lock Box Area is located on the railing at the rear of the Community Center near the Maintenance Office. The area is clearly marked for Lock Boxes Only. The Realtor will be responsible for seeing that all keys are returned to the lock boxes and properly secured.

The effective date of this Resolution shall be  $\frac{10/1/95}{1995}$ ,

This Resolution was duly adopted by the Board of Directors this 2477 day of August, 1995.

THE CHATEAUX, A CONDOMINIUM. UNIT OWNERS ASSOCIATION

ву:

Jackson C. Shockley, President

ع احة 95-14, signs.rsl

Duly adopted at a meeting of	f the Board	of Direc	tors held _	
August 24, 1995	· '		•	
Motion by: /Rrs Wilken	Second	ded by:	Richard	marrie
	VOTE:			
	YES	ИО	ABSTAIN	ABSENT
President Mows/anski			,	
Vice President	1/		·	
Treasurer				
Jacquelin du Phrisin Secretary Michigan				
Director				
ATTEST:				
Joseph Aufinson Secretary	Oug 2 bate	<del>(, 1995</del> !	,	
Resolution effective:	Ecroba 1	·	, 19 <u>_9</u>	17-
عمل 3 95-14, signs.rsi				

#### POLICY RESOLUTION NO. 95-14

## (Policies and Procedures Relative to the Hook Up of Telephones and Cable TV )

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted:

1. Initial connection, re-connection or maintenance of Telephone and Cable TV service to the individual units may require service or repairs to be made in the equipment panels located in the Boiler Rooms of the respective building. All connection service or repair service which will require service technicians to access the Boiler Rooms, must be scheduled during the hours of 9:00 AM and 2:00 PM, Monday through Friday to allow the Condominium Maintenance Employee to be available to unlock the Boiler Rooms.

The effective date of this Resolution shall be  $\frac{10/1/95}{1995}$ ,

This Resolution was duly adopted by the Board of Directors this  $2\sqrt{M}$  day of Auguss, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

Bv:

Jackson C. Shockley, President

. 95-15, connect.rsl

## RESOLUTION ACTION RECORD

Duly adopted at a meeting of	of the Board	d of Dire	ctors held _	
August 24, 1995 Motion by: /kes Wilke	 Seco	onded by:	Michael F	Oworanse,
	VOTE:			
,	YES	· NO	ABSTAIN	ABSENT
Donchley				
President Mows/awski				
Vice President				
Treasurer  Cauelyndio Thuch Secretary	<u> </u>			
Director )				
ATTEST:				
Secretary Sichmon			,	
Resolution effective:	October		, 19 <u>9</u>	<u> </u>
يز يون 95-1β, connect.rsl		-		

#### ADMINISTRATIVE RESOLUTION NO. 96-1

(Policies Regarding Publication of the Newsletter)

WHEREAS, Article 3, Section 3.1 of the Association's Bylaws vests the Board with all of the powers and duties necessary for the administration of the affairs of the Association and to adopt rules and regulations deemed necessary for the enjoyment of the Condominium; and

WHEREAS, the Board oversees and administers the publishing of the "The Chateaux News Update," the Association's monthly newsletter which provides information of interest to members of the Association; and

WHEREAS, the Board the deems it necessary and in the Association's best interest to establish policies regarding the publication of the newsletter.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following policies regarding the publication of the newsletter.

- 1. The newsletter is owned and operated by The Chateaux, A Condominium Unit Owners Association.
- 2. The Board is responsible for the form, content, publication and policies of the newsletter.
- 3. The Board may delegate the responsibility of overseeing the day-to-day operations of the newsletter to an editor who shall serve the Board as an agent; however, the Board maintains full and final authority to determine the content of the newsletter.
- 4. As deemed necessary by the Board, the Board may appoint a Board member to review and edit the content of the newsletter before publication.
- 5. Members of the Association shall not be granted any right to have articles or letters published in the newsletter. All articles published in the newsletter must identify authorship.

This Resolution was duly adopted by the Board of Directors this  $9^{+}$  day of MAY, 1995.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS, ASSOCIATION

Βv

Moustansh for Jackson C. Shockley, President Acting President

#### RESOLUTION ACTION RECORD

Duly adopted at a meeting of	the Boar	d of Dire	ctors held	l
9th May 1996				
Motion by: MICHAEL POWST,	ANS   Sec	conded by:	JACQUEL	YN. JOHNSON
	VOTE:			
	YES	NO	ABSTAIN	ABSENT
Président  Nows/auske  Vice Président				
Treasurer / Am Sedietary		**************************************		
Director				
ATTEST: Secretary	- 7-11 Dat	-96 e	<u>.</u>	
V Resolution effective:	9th MA	У	, 1	996.

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### Policy Resolution No. 96-2 (Interpretive Guideline for Enforcement of Restrictions Concerning Household Pets)

WHEREAS, Section 5.8(8) of the By-Laws and Rule 18 of the Rules and Regulations create restrictions concerning the keeping of household pets; and

WHEREAS, these restrictions include a limitation upon the right of each resident to keep a household pet on the premises to one small, orderly pet and require the resident to seek the prior approval of the Board of Directors for the keeping of any household pet which does not meet this criteria; and

WHEREAS, the Board of Directors has concluded that household dogs, cats and small domestic animals are the types of pets which will require the Board of Directors to most frequently exercise its judgment and discretion as to whether a particular household pet meets the criteria set forth in the Association's household pet restrictions; and

WHEREAS, the Board of Directors has concluded that it would be in the best interest of the Association for the Board to adopt interpretive guidelines for the purpose of clarifying how the Association's restrictions concerning household dogs, cats and small domestic animals shall be enforced by the Board.

NOW, THEREFORE, BE IT RESOLVED that the attached chart shall be adopted by the Board of Directors, along with the following policies:

- A. The attached chart may be amended at any time by the Board of Directors pursuant to a vote at a duly called meeting of the Board of Directors. Any changes to the chart shall be published by the Board to all owners and residents and included in the Association's resale certificate.
- B. Subject to compliance with all other household pet restrictions, an owner or resident may bring and keep one "toy" or "small" sized dog on the premises, provided that the dog weighs 22 pounds or less. Owners and residents are not required to submit an application for approval to the Board of Directors if they wish to bring or keep a dog on the premises which meets this criteria. Breeds of dog which are "toy" or "small" sized are set forth in the attached chart.
- C. Any owner or resident who wishes to bring and keep a dog of 22 pounds or less on the premises which is of a breed not defined as "toy" or "small" in the attached chart must submit an application to the Board of Directors for approval to keep the dog on the premises and must receive the prior approval of the Board.

- D. Any owner or resident who wishes to bring and keep a dog of 22 pounds or more which is of a breed defined as "toy" or "small" in the attached chart must submit an application to the Board of Directors for approval to keep the dog on the premises and must receive the prior approval of the Board.
- E. Subject to compliance with all other household pet restrictions, an owner or resident who wishes to bring and keep a household cat may do so. Owners or residents are not required to submit an application for approval for a household cat, provided that the cat must be kept within the home or attended by the owner or resident at all times. Cats which are allowed to roam freely are not acceptable under the community pet policies.
- F. Subject to compliance with all other household pet restrictions, an owner or resident who wishes to bring and keep a domestic household animal may do so provided that such animal may humanely reside within an enclosed cage or tank up to 1 cubic foot in size. These animals must be traditional household pets (i.e., gerbils, hamsters, guinea pigs or small birds) and may not violate the restrictions in the bylaws regarding livestock or undomesticated animals. Owners or residents will not be required to submit an application for such a pet, provided that the animal is maintained within an enclosed structure or monitored by the owner at all times.
- G. Subject to compliance with all other household pet restrictions, an owner or resident who wishes to bring and keep any household pet other than a dog, household cat, or small animal as described above, must submit an application to the Board for approval to keep the animal on the premises and must receive the prior approval of the Board.
- H. If any owner or resident wishes to bring and keep on the premises more than one pet which meets the approvable criteria, the owner or resident must submit an application for approval to the Board of Directors. The Board will review each application for the keeping of more than one household pet on a case-by-case basis and shall review all applicable circumstances before deciding whether to approve the application; however, all such applications shall receive an unfavorable presumption because of the desire of the Board of Directors to preserve a tranquil, clean environment throughout the community and the judgment of the Board that the density of the community makes the keeping of multiple household pets on the premises inappropriate for the community.

By: Michael Fraistanshe Vice Princeton &

74

### FOR ASSOCIATION RECORDS

I hereby certify that a copy of this Resolution was mailed to all unit owners at their address of record this 20 day of Device. 1996.

Managing Agent

#### RESOLUTION ACTION RECORD

Duly adopted at a meeting of	the	Board	of 1	Dire	itors	held _	
NOVEMBER 11,1996	<b>_</b> '						
Motion by: G, HEITE		Secor	nded	by:	CS,	AUN	)42S
Tank SHOCKET	VOT YES		NO		ABSTA	IN	ABSENT
President  Nuchael Hawstanske  Vice President	X						
Chatpher Sourdeni Treasurer	<u>×</u>	<del>-</del>		,			
Secretary  Director	X	<u> </u>		-			
ATTEST:			,				
	Date	2-9-91	<i>و</i> 	· 		·	
Resolution effective:	1111	ARY				, 19 <u></u>	7

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# CHATEAUX CONDOMINIUM GUIDELINES FOR APPROVED BREEDS OF DOG

APPROVED .	APPROVED	NOT APPROVED	NOT APPROVED
Toy Dogs Less than 5 kg	Small Dogs 5-10 kg	Medium Dogs 10-25 kg	Large Dogs More than 25 kg (kg x 2.2 = lb)
Affenpinscher Australian Silky Terrier Chihuahua Chinese Crested Dog Dachshund (Miniature) English Toy Terrier Griffon Bruxellois Italian Greyhound Japanese Chin Maltese Miniature Pinscher Papillon Pekingese Poodle (Toy) Pomeranian Yorkshire Terrier	Australian Terrier Border Terrier Boston Terrier Bull Terrier (Miniature) Cairn Terrier Cavalier King Charles Spaniel Dachshund (Standard) Dandie Dinmont Terrier Fox Terrier King Charles Spaniel Lakeland Terrier Manchester Terrier Norfolk Terrier Norwich Terrier Poodle (Miniature) Pug Schipperke Schnauzer (Miniature) Shih Tzu Lhasa Apso Tibetan Spaniel West Highland White Terrier	Australian Cattle Dog Australian Kelpie Basenji Basset Hound Beagle Bedlington Bull Terrier Elkhound Finnish Spitz French Bulldog Hungarian Puli Irish Terrier Keeshond Kerry Blue Terrier Poodle (Standard) Schnauzer Scottish Terrier Sealyham Terrier Shetland Sheepdog Skye Terrier Spaniel (Cocker) Spaniel (Cocker, American) Spaniel (Field) Spaniel (Sprinter, English) Spaniel (Sussex) Staffordshire Bull Terrier Tibetan Terrier Welsh Corgi Welsh Terrier	Afghan Hound Airedale Terrier Bloodhound Borzoi Boxer British Bulldog Bull Mastiff Chow Chow Collie Dalmation Deerhound Doberman Foxhound German Shorthaired Pointer German Shepherd Dog Giant Schnauzer Great Dane Greyhound Hungarian Vizsla Irish Wolfhound Mastiff Newfoundland Old English Sheepdog Pharaoh Hound Pointer Pyrenean Mountain Dog Retriever (Golden, Labrador) Rhodesian Ridgeback Rottweiler St. Bernard Saluki
SOURCE:	- cox room nook of noo out		Samoyed Setter (English, Irish, Gordon)
Dr. Rowan Blogg & Dr. E William Morrow & Co., I	MPLETE BOOK OF DOG CAI Eric Allan nc., 1983	KE & HEALTH	Smooth Collie Spaniel (Clumber, Irish Water) Weimaraner
Less than 5 kg 5-10 kg 10 - 25 kg	= Less than 11 lbs = 11 - 22 lbs = 22 - 55 lbs = More than 55 lbs	Toy Dogs - approved Small Dogs - approved Medium Dogs - not approved Large Dogs - not approved	

Approved on \_\_\_\_\_\_\_\_, 1996

#### POLICY RESOLUTION NO. 97-1

(Policies and Procedures Relative to the Safeguard, Control and Use of Convenience Keys and Lock-Out Service)

WHEREAS, Article III, Section 3.1 of the Association's Bylaws empowers the Board of Directors to set policies for the Association and to adopt Rules and Regulations deemed necessary for the enjoyment of the Condominium;

WHEREAS, the Board of Directors previously promulgated Policy Resolution No. 95-11 which establishes a procedure for how the Association's site manager should provide "lock-out" services with the Association's emergency-key;

WHEREAS, the Board of Directors wishes to continue to provide "lock-out" services, but under circumstances which are more manageable to the Association and with a reduction of liability exposure for wrongful entry;

WHEREAS, the Board of Directors now deems it in the best interests of the Association to establish new and revised procedures for the Association's provision of "lock-out" service.

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

- I. The Board of Directors establishes the following lock-out policy for unit owners and residents who request the Association to provide the Association's emergency-key for entry into the unit:
- (a) The Association will not provide any lock-out service with the Association's emergency key, as this key is for the purpose of assisting the officials of the Association in addressing emergencies for the Association.
  - (b) The Association will continue to provide lock-out service to those unit owners who provide the Association with a convenience key.
  - (c) Unit owners who wish to be eligible for lock-out service from the Association must complete and return to the Association the attached Authorization/Release of Claim form (Exhibit A). Unit owners who lease their units must provide the Association with the authority to provide lock-out service to their tenants. The form, along with the convenience key (if one hasn't already been provided) must be mailed or delivered to the Association's property management office.

- (d) The Association will not provide lock-out service to any owner who fails to complete and return the attached form to the Association, which will be filed by the Association at the on-site management office.
- (e) Individuals eligible for lock-out service must contact the on-site property manager when such service is desired; however, the Association does not guarantee any form of lock-out service, which shall be provided as a matter of courtesy and shall be completely dependent upon the availability and schedule of the on-site manager. The Association will send notice to the owners if there are any changes in the above information.
- (f) The on-site manager will accompany the individual who receives lock-out service to the unit. The Association will not charge any fee to the unit owner for such entry if the request is made during normal business hours. Subject to change without notice, the normal business hours of the on-site manager are:
  - (1) <u>Normal Business Hours</u>: 9:00 a.m. to 2:00 p.m., Monday through Friday.
  - (2) Non-Business Hours: The Association will charge \$50.00 for lock-out service after normal business hours if the request is made between the end of the normal business hours and 10:00 p.m. Monday through Thursday. The Association will charge unit owners \$75.00 for lock-out service if the request is made between 10:00 p.m. and the resumption of normal business hours Monday through Friday, and from the end of normal business hours on Friday through the resumption of business hours the next business day.
- (g) All applicable fees for lock-out service are due at the time service is rendered. If the fee is not paid at the time service is rendered, the Association reserves the power to specially assess the owner to collect the fee and a late charge. Such special assessment and late fee shall be collected in the manner provided for in Article IV of the By-Laws.
- (h) Only those unit owners who return to the Association the attached Authorization/Release of Claim form shall be eligible to receive lock-out service.
- (i) Unit Owners who are eligible for lock out service may submit a written request to the Managing Agent to allow a specified individual to enter the Unit

Owner's unit on a specified date and for a specified purpose.

- II. Safeguard and Control of Convenience Keys
  - (a) The keys will be maintained in a designated, secure location in the Community Center. The area in which the keys are stored will be kept locked at all times unless the Managing Agent or his designee is present. Keys will be maintained and kept in a locked, wall mounted key box marked for Convenience Keys. Security alarms will be utilized to the maximum extent possible to detect and warn of improper entry into the locked area.
  - (b) Keys will not be removed from their locked key box except for casual or non-emergency purposes or for inventory purposes by the Managing Agent or his designee.
  - (c) Access will be restricted to the Managing Agent and his designee. Keys to access the secure outer door and to the key box will be restricted to the Managing Agent and his designee. No one will be allowed entry into the area of the key box without the presence of the Managing Agent or his designee.

This Resolution shall supersede and replace Policy Resolution No. 95-11 previously promulgated by the Board of Directors.

this	This	Resolution day of		ly ado	pted	_	Board	of I	irectors	\$
					THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION					
				ву:	Jack	rson C	Shock	lev.	Presider	

III.H:\WPDATA\CLIENT\03\03438\970610.RES

#### RESOLUTION ACTION RECORD

Duly adopted at a meeting of	the B	oard of Dir	rectors he	ld
August 11, 1997	<b>•</b>			
Motion by: Gay Heitz		Seconded by	7: Chris	Saunders
	VOTE YES	Ю	ABSTAIN	ABSENT
Jack Shockley President				X
Vacant Vice Bresident	<u> </u>	<del></del>		
Treasurer  1.12 Daces Secretary	<u>X</u>			
Director Director	<u>×</u> _		· · · · · · · · · · · · · · · · · · ·	
ATTEST:				
Secretary / Secretary	Augu Date	st 11;1997		
Resolution effective: Septe	mber l	<i></i>		19 <u>97</u> .

H:\WPDATA\JRC\FORMS\RESACT

#### REQUEST FOR LOCK-OUT SERVICE, CONSENT FOR KEY DISTRIBUTION RELEASE OF CLAIMS

Name:	
Address:	If your address isoff-site, please
Audi ess.	list unit address:
·	
Association to provide me wit	ateaux, A Condominium Unit Owners th a lock-out service and authorize convenience key to the following unit:
1:	<u>-</u>
2	· -
3	
4	
5	
individuals, I authorize The Association to provide my con-	my convenience key to the above Chateaux, A Condominium Unit Owners venience key to a specific e as I so instruct in writing.
all claims against the Association Board members, and Committees damage to my personal and real of the distribution of my key	
Signature(s) Of Unit Owner:	
	date
	date
FOR ASSOCIA	TION RECORDS ONLY
Form Received on	By:

H:\WPDATA\CLIENT\03\03438\970429.APP

#### POLICY RESOLUTION NO. 01-2002

#### SATELLITE DISH AND EXTERIOR ANTENNA RULES

#### RECITALS:

WHEREAS, the Association is responsible for the regulation and enforcement of architectural controls within the Condominium; and

WHEREAS, the Association's Bylaws prohibits unit owners from placing anything on the Association's common elements without the prior written approval of the Board of Directors; and

WHEREAS, the Federal Communications Commission adopted rules which were intended to supersede the regulations of community associations concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association for the Board to adopt reasonable regulations governing installation, maintenance, and use of exterior antennas consistent with the FCC rule which also protect the structural integrity of the Condominium's common element components; and

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

#### I. DEFINITIONS.

- A. Antenna: Any device used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS). (The Board of Directors shall consider masts, cables, supports, conduits, wires, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna as part of the antenna.) Devices used for the transmission of any sort of signal are not included in the definition of antenna.
- B. Owner: Any party named in a deed of record as an Owner of a unit in the condominium or any party who acts with the written permission of the Owner of a unit to install an antenna.

- C. Installation: The permanent or temporary placement of a satellite dish and its appurtenances upon a unit component or common element component and the connection of such satellite dish to its wiring and the television.
- D. Securing or Attaching: The connection of a satellite dish or its appurtenance to a unit component or common element component.

### II. APPLICATION/NOTIFICATION RULES

- A. Owners must submit one of two documents when they wish to install an antenna. They must either submit a) an application to the Association for approval of their proposed antenna before they install it; or b) a notice to the Association which informs the Association of the installation and attachment of their antenna after they install it.
- B. The application-for-approval process is available for any Owner who wishes to find out if the Association will approve the installation and attachment in advance in order to assist the Owner in his effort to comply with the Rules and avoid potential enforcement action by the Association in a case of non-compliance. If an Owner submits an application to the Association for approval of the antenna, the Association will review the application on an expedited basis. The Association will rule on the application within 14 days of receipt of the application and issue a written notice of the ruling to the Owner within 21 days of receipt of the application.
- C. If an Owner does not wish to submit an application for approval of the antenna in advance of installation and attachment, he must submit a notice to the Association which informs the Association of the installation and attachment of the antenna within 7 days of the installation and attachment. In such a case, the Owner bears all risk that the Association will not approve the antenna because of a lack of compliance with the Rules stated herein. The Association reserves all powers to inspect the antenna after installation and attachment to determine if the antenna complies with the Rules. If the antenna does not comply with the Rules, the Association reserves all powers to compel the Owner to comply with the Rules, regardless of whether the Owner has already installed the antenna.
- D. Owners must file their applications/notices to the Association in writing at The Chateaux Condominium Unit Owners Association, c/o Sequoia Management Company, 13998 Parkeast Circle, Chantilly, VA: 20151-2283.

#### III. INSTALLATION RULES

### A. Antenna Size and Type

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

- 2. Owners (or anyone acting with the Owner's written permission) may install a MDS antenna that is one meter or less in diameter. MDS antennas which are larger than one meter in diameter are strictly prohibited.
- 3. Pursuant to the FCC rule, Owners (or anyone acting with the Owner's written permission) may install a regular TV antenna designed to receive broadcast stations.
- 4. Owners may not install any type of antenna which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are strictly prohibited.
- 5. Any type of antenna not specifically protected by the FCC rule is strictly prohibited.
- 6. Owners (or anyone acting with the Owner's written permission) may install no more than one antenna for each type of service.

#### B. Location

- 1. Owners must attach their antenna in one of the following designated locations:
  - i. inside a window within the unit; or
  - ii. on the metal railing or support pole of the balcony or patio;

OT ....

If an Owner cannot receive an adequate signal reception from any of the designated locations, he may apply for an alternative location. The application must contain (i) a written certification that installation and attachment of the antenna in the designated locations would not afford sufficient signal strength for adequate reception, and (ii) a precise statement describing the alternative location where sufficient signal strength is adequate for reception. If the Owner does not submit an application, but chooses to instead submit a notice of installation and attachment, then the Owner must include this information with his notice.

The Association reserves the power to grant a variance from any of the Rules expressed herein whenever the Board deems a variance appropriate, but its main priority shall be to protect the structural integrity and aesthetic appearance of the condominium's common elements to the greatest degree possible; accordingly, the Board may consider the possibility of approving the attachment of antennas within certain locations of the common elements other than those locations expressed above.

- 2. Unless an Owner obtains prior approval from the Board of Directors, Owners are not permitted to install an antenna which in any way, shape or form encroaches upon any common element, limited common element, or any other Owner's individual unit, except as permitted above. This restriction includes air space and also expressly prohibits an Owner from attaching an antenna, mast or satellite dish to the exterior surface of the Condominium building, or otherwise penetrating the exterior surface of the Condominium building. An Owner may connect an antenna or satellite dish to the interior of their unit by running wire under the flashing for the sliding glass door between their unit and their balcony or patio.
- 3. Owners should locate their antenna in a place and manner which shields it from view from the nearest street(s) or from other units in the condominium to the maximum extent possible. If possible, the color of the antenna should blend with the existing colors of the surrounding area. If not possible, protective covers are available in the marketplace to enhance the compatibility of the color of the antenna with the surrounding area's colors.

#### C. Installation and Attachment

- 1. Owners may not attach an antenna to a metal railing or support pole in a manner that extends the antenna higher than is absolutely necessary for reception of an acceptable quality signal.
- 2. Owners must ensure that their installation or attachment of an antenna does not damage the common elements, limited common elements, or anyone else's individual unit.
- 3. Owners must ensure that their installation and attachment of an antenna complies with all applicable Virginia building codes and manufacturer's instructions.
- 4. Owners may attach an antenna to the metal railing or support pole of the balcony or patio by using a "C-clamp" or similar device that grabs the railing or support pole. All other methods of attaching the antenna to the patio, railing or balcony is strictly prohibited.
- 5. Owners are required to exercise their best efforts to install and attach their antenna in such a way and location where they can obtain an adequate signal with the least adverse impact upon the aesthetic appearance of the unit and/or the limited common elements.
- 5. After the installation and attachment of the antenna, Owners must ensure that the antenna always remains properly secured so that it does not jeopardize the structural integrity of any structure or the safety of any person near the antenna, particularly during times of great wind velocity.

- 6. Owners are responsible for any damage to the Association's common elements, another unit or any other person or property which is caused by or related to the attachment, installation or continued presence of any antenna within the property. Moreover, any Owner that installs an antenna must indemnify and hold harmless the Association, each member of the Board of Directors, the managing agent and any employee or contractor of the Association for any damage to the Association's common elements, another unit or any other person or property which is caused by or related to the installation, attachment or continued presence of any antenna within the property.
- 7. The Association reserves the power to specially assess the Owner for all costs to rectify any damages caused to the common elements during the Owner's installation, attachment or removal of the antenna.
- 8. Owners must permanently ground and properly affix all wiring in order to minimize the possibility of all safety hazards. Whenever an Owner removes the antenna, the Owner is responsible for the complete sealing of the area of penetration and proper disposal of any unused wiring. The Association reserves the right to enter any balcony or patio in order to inspect the area of installation and attachment in order to ensure compliance with this requirement.
- 9. Owners may not penetrate the exterior of any building to either install an antenna or to connect wiring from the antenna to the interior of their unit except under the flashing of the sliding glass door which leads to the balcony or patio. Any penetration under or through such flashing must be properly sealed to prevent water from penetrating into the building.
- 10. Owners shall ensure that the installation and attachment of their antennas does not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other area that the Association's agents will need access to for the safe operation of the Condominium.
- Owner to connect an antenna to any portion of the limited common elements that appertain to the Owner's unit, the Owner shall be responsible for restoring the limited common element to its original condition within 7 days of the removal of such antenna, satellite dish or mast.

#### D. Maintenance

1. Even though the Owner's antenna may be located within a limited common element area such as balcony or patio, the antenna shall always remain the property of the Owner; accordingly, the Owner shall have the full responsibility to maintain the antenna and the continuing duty to prevent the antenna from falling into disrepair or becoming a safety hazard.

- 2. If an antenna becomes detached or dislodged, the Owner must promptly correct the situation. If the detachment or dislodgment threatens anyone's safety, the Association may remove the antenna at the expense of the Owner.
- 3. Owners shall be responsible for repainting or replacing their antenna if the appearance of the exterior surface of their antenna deteriorates or is damaged in any way.

#### IV. INSTALLATION BY TENANTS

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

#### V. RESALE CERTIFICATE

If an Owner requests the Association to provide a resale certificate for a unit served by an antenna installed by the Owner, a representative of management shall inspect the installation and attachment prior to providing the Owner with the resale certificate in order to ensure compliance with the Association's Rules. In light of the fact that an Owner may remove the satellite dish after management's inspection but before the settlement on the sale, the Association shall expressly reserve the right in the resale certificate to re-inspect the unit in order to ensure that the Owner properly restored the common elements during the removal process. If the Owner failed to do so, the Association shall disclose in the resale certificate that it reserves the power to assess the new Owner of the unit for the cost of restoring the common elements to their proper condition.

#### VI. INSURANCE

The Association shall not accept any responsibility to insure any antenna installed by an owner. The antenna shall be considered the personal property of the Owner who installed the antenna.

#### VII. ENFORCEMENT

- A. If any Owner violates any of these Rules, the Association reserves all of its legal remedies, including, but not limited to, the assessment of special charges against the offending Owner as a sanction.
- B. If any antenna installation or attachment poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the antenna without notice to the Owner; however, whenever feasible, the Association shall provide advance written notice to the Owner of the Board's concerns for safety and its request of the Owner to remove, relocate, or resecure the antenna.

# VIII. SEVERABILITY

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

Enacted this 12 day of marco, 2002.

BOARD OF DIRECTORS OF THE CHATEAUX CONDOMINIUM UNIT OWNERS ASSOCIATION

By: John Aller, F.M.

# RESOLUTION ACTION RECORD

Duly adopted at a meetin	g of the Board of Dir	ectors of the	Chateaux Cond	ominium Unit		
Owners Association held	on March		2002.			
Motion by:	<u>~,</u> S	econded by:	by: webster			
OFFICER:	· VOT YES		ABSTAIN	ABSENT		
Sam Ing President	<i>\U</i>			· · · · · · · · · · · · · · · · · · ·		
President Webster	1					
Vice President						
A551-1-						
Secretary						
Treasurer						
Kliseb	V					
Director						
•				•		
ATTEST: DY						
Jd Dul Alle 1: Secretary	Date	aoz				
Resolution effective: Ju	me 1st	,2	002.			

# THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION POLICY RESOLUTION NO. 03-0/

(Policy regarding liability for damage caused by Association-provided services and equipment or appliances located on common elements)

WHEREAS, Article 3, Section 3.1 of the Bylaws grants the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association and the power to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium; and

WHEREAS, the Association has recently received several complaints from unit owners who claim their vehicles were damaged by the condominium automatic garage door closing too quickly as they entered or exited the garage and who have requested reimbursement for damages from the Association; and

WHEREAS, Article 3, Section 3.18 of the Bylaws states "The Unit Owners Association shall not be liable for failure of water supply or other services to be obtained by the Association or paid for as a common expense, or for injury or damage to person or property caused by an act of God or by the unit owner of any condo unit, or any other 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..."

WHEREAS, The Association deems it in the best interest of the community to adopt a policy that addresses and clarifies the Association's liability for injury or damage caused by or from services provided by the Association, or pipes, drains, equipment and appliances located on the common elements; and

NOW THEREFORE BE IT RESOLVED that the Board adopts the following policy.

- 1. The Association shall not be liable for any injury or damage that is caused to a unit owner or his/her property by any service that is obtained by the Association on behalf of the membership, or by any pipe, drain, appliance or equipment that is located on the common elements.
- 2. In the event a unit owner or his/her property is injured or damaged by any of the above, the owner shall report the injury or damage to the Association for the purpose of reporting any maintenance or repair concerns to the appropriate service provider, if necessary.
- 3. Each unit owner is responsible for notifying his/her own insurance company about the injury or damage if necessary, and shall not make a claim against the Association's insurance policy, as the Association shall bear no liability for such injury/damage.

4. Each unit owner is responsible for making a claim against the provider of the service or the manufacturer or provider of the equipment or appliance, when appropriate, and should the unit owner choose to do so.

Enacted this  $9^{\pm i}$  day of  $50^{i}$ , 2003.

THE CHATEAUX, A CONDOMINIUM UNIT OWNERS ASSOCIATION

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# RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board	l of Director	s of the (	Chateaux Cond	ominium Unit (	)wners
Association held on Listimus	<u> </u>	2003.			
Motion by: Don Danis	Secon	ded by: _	Jeny Co	himm	
OFFICER: President	VOTE: YES	NO	ABSTAIN	ABSENT	
Vice President	£			<del></del>	
Dewell B. Amily Secretary					
Treasurer Treasurer					
Director					
ATTEST:  Secretary  ATTEST:  Davider  Davider			·		
Resolution effective: November	-/,	, 20	003.		

## CERTIFICATE OF MAILING OR DELIVERY

The Property Manager hereby attests that this Policy Resolution was mailed and/or h	iand-
delivered to the addresses of record of the Unit Owners on this 30 day of October	<u></u>
2003.	

October 30, 2003

Rhonda Murray, Property Manager

\Production\data\Clients\03\03438\00001\Policy Resolutions\030711 Resolution regarding garage doors.doc

# POLICY/REGULATORY RESOLUTION 2009 - 1

# REPLACEMENT OF WASHING MACHINE SUPPLY HOSES

WHEREAS, The Chateaux, A Condominium Unit Owners Association ("Association") was created by the filing of condominium instruments (Declaration, Bylaws, plats/plans) in the land records of the Circuit Court of Fairfax County on March 12, 1990, at Book 7545, Page 1387, et seq.; and,

WHEREAS, Article 3, Section 3.1 (Board of Directors - Powers and Duties) of the Bylaws of grants the Board of Directors the power to adopt any Rules and Regulations deemed necessary for the benefit of the Condominium, and Section 3.1(f) further authorizes the Board of Directors to "[m]ake and amend the rules and regulations"; and,

WHEREAS, Section 5.5(b) of the Bylaws (Maintenance, Repair, Replacement and Other Common Expenses - By the Unit Owner) of the Association Bylaws states in pertinent part that "[e]ach unit owner shall keep his unit and its equipment, appliances and appurtenances in good order, condition and repair...[i]n addition, each unit owner shall be responsible for all damage to any other units or to the common elements resulting from his failure or negligence to make any of the repairs required by this Section"; and,

WHEREAS, Section 5.5(d) (Manner of Repair and Replacement) requires and that all repairs and replacements required by Section 5.5 of the Bylaws shall be of "first class quality...with contemporary building materials and equipment"; and,

WHEREAS, Section 5.8(b) (Restrictions on Use of Units and Common Element Rules and Regulations) of the Bylaws subjects the occupancy and use of each unit by each unit owner or tenant to "compliance with the Rules and Regulations which may be promulgated and changed by the Board of Directors"; and,

WHEREAS, Section 5.9 of the Bylaws (Right of Access) authorizes the Board of Directors and the condominium's managing agent to enter a unit for the purpose of "making inspections" and correcting any condition which may be present in the unit and which may present a risk to other units or the common elements; and,

WHEREAS, the Board of Directors has determined, as a result of a recent incident, that the typical rubber washing machine supply line hose, if not periodically replaced by the unit occupant, presents a significant risk of failure and resulting water damage to the condominium; and,

WHEREAS, it is the opinion of the Board of Directors that most unit owners in the condominium have not periodically replaced their washing machine supply hoses, and it is further the opinion of the Board of Directors that new, metal-braided washing machine supply hoses offer significant advantages in strength, endurance and reliability; and,

WHEREAS, pursuant to Article 3, Section 3.1(b) of the Association's Bylaws, the Board of Directors is authorized to make assessments against unit owners to defray the costs and expenses of the Condominium;

Now, Therefore, Be IT Hereby Resolved That the Board of Directors adopts the following policy and rules/regulations regarding the replacement of washing machine supply hoses.

- A. The aforementioned deterioration of the typical rubber washing machine supply hose presents a property casualty hazard to the condominium. Water damage obviously poses a potential threat to the structural integrity and property value of the condominium and to the personal property of other unit owners. Accordingly, the replacement of each unit's washing machine supply hose shall be mandatory within six (6) months from the date of the promulgation of this Resolution.
- B. Each unit owner shall replace his current washing machine supply hose with an approved replacement from the list that is attached hereto.
- C. The costs of the replacement shall be borne by the unit owner pursuant to Section 5.5(b) of the Bylaws.
- D. The Board of Directors, through its management agent, reserves the right to enter each unit to inspect for compliance with the requirement imposed by this Resolution. Such inspections shall occur only after timely advance notice is provided to the unit owner and to any tenant occupant.
- E. In the event that a unit owner fails to comply with the rules/regulations promulgated by this Resolution, any restoration, rehabilitation, repair and/or replacement necessitated by the failure of that unit owner's washing machine supply line shall be deemed to be the result of an "act, neglect or carelessness" on the part of the unit owner and all expenses and costs of such restoration, rehabilitation, repair and/or replacement resulting from such failure shall be assessed against the non-compliant unit and shall become a personal obligation of the unit owner, and shall be collectible pursuant to all remedies available to the Association by Article 9 (Compliance and Default) of the Bylaws and Va. Code § 55-79.84 (Virginia Condominium Act Lien for assessments). As of the date of this Resolution, the Association's property casualty deductible is \$500, but effective March 1, 2010 will be \$5,000.

# POLICY/REGULATORY RESOLUTION 2009 - 1

# RESOLUTION ACTION RECORD

Resolution Type: Po	olicy/Regulatory		·	<del></del>	No. <u>2009 - 1</u>	•
Pertaining to: Repla	scement of Washing N	<u> Iachir</u>	ie Supply	Hoses		
	eeting of the Board of , held <u>November 17, 2</u>		ors of Th	e Chate	aux, A Condo	minium Uni
Motion by: $\angle . \lor$	. GHED	Seco	nded by:	GR	D MAHA	אמט
9	i , , 1		VOTE YES		ABSTAIN	ABSENT
Leonard Gilleo	Men. Men	aber	<u>X</u>			
Philip Natalini	Slightster Mem	ber	<u>X</u>			***************************************
Marjorie Legg	Mem	ber	<u>X</u>			
Graham Dunn	,Mem	ber	<u>X</u>			
Jewell Smiley Jew	ull Smuley, Men	iber	<u>X</u>	<del>_</del>		
ATTEST:  Maynu for Secretary	/ 3 <u>/</u>		///nd	09		
Book of Minutes - 2	009					
Book Resolutions: Policy Regulatory Special General	Book No.	Page	No.			
Resolution effective	: December 17, 2009.					

### POLICY RESOLUTION 2009 - 1

# LIABILITY FOR ASSOCIATION'S INSURANCE DEDUCTIBLE

WHEREAS, The Chateaux, A Condominium Unit Owners Association ("Association") was created by the filing of condominium instruments (Declaration, Bylaws, plats/plans) in the land records of the Circuit Court of Fairfax County on March 12, 1990, at Book 7545, Page 1387, et seq.; and,

WHEREAS, pursuant to Article 3, Section 3.1(b) of the Association's Bylaws, the Board of Directors is authorized to make assessments against unit owners to defray the costs and expenses of the Condominium;

WHEREAS, Article 9, Section 9.1(a) (Compliance and Default - Additional Liability) states in pertinent part that each unit owner shall be liable "for all maintenance, repair and replacement rendered necessary by his act, neglect or carelessness...but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors"; and,

WHEREAS, Article 6, Section 6.1(e) (Insurance - Authority to Purchase; Notice) states in pertinent part that "[t]he deductible, if any, on any insurance policy purchased by the Board of Directors shall be a common expense; provided, however, that the Association may, pursuant to [Section 5.5(a)] of these Bylaws, assess any deductible amount necessitated by the negligence, misuse, or neglect of a unit owner against such unit owner; and,

WHEREAS, Section 5.5(b) (Maintenance, Repair, Replacement and Other Common Expenses - By the Unit Owner) states in pertinent part that "each unit owner shall be responsible for all damage to any other units or to the common elements resulting from his failure or negligence to make any of the repairs required by this Section; and,

WHEREAS, it is the intention of the Board of Directors to establish a policy which shall further clarify the circumstances under which the Association shall assess the maintenance, repair, replacement and restoration costs (not to exceed the amount of the Association's insurance deductible) against a unit owner whose unit was the source of the water leak or other substance or condition which caused damage to other units and/or to the common elements;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Board of Directors adopts the following policy regarding the assessment of the deductible for the Association's physical damage insurance policy.

# Liability for the Association's Deductible

In the event of damage to any part of the Condominium, the responsibility for the Association's deductible expense from its master property casualty insurance policy shall be assigned as follows.

- A. If damage to any part of the Condominium is caused by property which, pursuant to the Condominium Instruments, is maintained, repaired or replaced primarily by the Association, including, to the extent provided, the Common Elements, the insurance deductible shall be paid by the Association as a Common Expense. Similarly, if damage to any part of the condominium is caused by any substance or condition emanating from such property, the insurance deductible shall be paid by the Association as a Common Expense.
- B. If damage to any part of the Condominium is caused by: (i) property which, pursuant to the Condominium Instruments, is maintained, repaired or replaced primarily by the Unit Owner, including, to the extent provided, the Unit itself or any components thereof or any Limited Common Element appurtenant to that Unit; or, (ii) if damage is caused by a substance or condition emanating from a Unit or any component thereof or Limited Common Element appurtenant to that Unit; and, (iii) the damage is directly or proximately caused by the negligence, misuse, neglect, carelessness or intentional misconduct of the Unit Owner, his family members, guests, tenants, or invitees; then the Association's insurance deductible shall constitute a special assessment and shall be assessed against the source Unit and paid by the Owner thereof. This policy shall also apply in the event that the amount of the damage is less than the amount of the Association's insurance deductible and either no claim is made against the Association's master policy, or a claim is made and then closed by the Association's insurance carrier because it is less than the amount of the deductible.
- C. The Board of Directors, in the exercise of their sound and unfettered discretion and upon reasonable inquiry into the cause of any damage to the condominium, shall be solely responsible to make the determination of unit owner negligence, misuse, neglect, carelessness or intentional conduct. A majority vote of a quorum of the Board, at a regularly scheduled Board meeting for which the Unit Owner has received notice by first class mail, shall be sufficient to make such a determination. If the Unit Owner is present at the meeting, the Board shall afford the Unit Owner an opportunity to be heard in executive session prior to its vote in open session regarding the determination of negligence, misuse, neglect, etc. Upon making such determination, the Board shall have the authority to assess none, some, or all of the Association's costs to repair and restore the damage against the responsible Unit, not to exceed the amount of the Association's deductible.

- D. Any deductible payment so assessed as a special assessment against a Unit, as provided above, shall be treated as a lien against the Unit in accordance with the condominium instruments for The Chateaux, A Condominium and the Virginia Condominium Act (Va. Code § 55-79.39, et seq.), and shall be treated as a personal obligation of the assessed Unit Owner, and shall be collectible as such by all legal remedies available to the Association as set forth in Article 9 (Compliance and Default) of these Bylaws, the Virginia Condominium Act, and any rules and regulations of the Association.
- E. Nothing herein shall be deemed to create any responsibility on the part of the Association for any personal property within a Unit, or for any betterments and improvements that have been made to a Unit by a Unit Owner. The term "betterments and improvements" shall be defined as any alterations or modifications of the unit made by the Unit Owner or any predecessors in title which are different from the "as-built" design and materials of the original construction of the unit as it was conveyed by the Declarant.

# POLICY RESOLUTION 2009 - 1

# RESOLUTION ACTION RECORD

Resolution Type: Policy			No. <u>2009 - 1</u>	
Pertaining to: Liability for the Ass	ociation's Deduc	tible		
Duly adopted at a meeting of the Bo Owners Association, held <u>Novembe</u>		f The Chat	eaux, A Condo	minium Unit
Motion by: L.U. GIII60	Seconded b	y: JE	5W8/15	miley
( , , , ) -		OTE: ES NO	ABSTAIN	ABSENT
Leonard Gilleo W. WW	_, Member _	<u>x</u>		***************************************
Philip Natalini Mil Patalen	, Member	<u>x</u>	-	
Marjorie Legg Mayou Ly	, Member	<u> </u>		
Graham Dunn Jewell Smiley				
ATTEST:  Secretary  Secretary		7/09 ate		
Book of Minutes - 2009				
Book Resolutions: Book No.  Policy Regulatory Special General  Paralytical offsatives December 17.	Page No.			
Resolution effective: December 17,	<u> 2009</u> .			

# The Chateaux, A Condominium Unit Owners Association

### REGULATORY RESOLUTION 2011-1

## PET RULES / REGULATIONS

WHEREAS, Article 3, Section 3.1 (Powers and Duties) empowers the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association...[and] shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium..." provided that such rules/regulations are not in conflict with the Condominium Act or condominium instruments; and,

WHEREAS, Article 3, Section 3.1(f) (*Powers and Duties*) of the Association's Bylaws also authorize the Board of Directors to promulgate and amend rules and regulations; and

WHEREAS, Article 5, Section 5.9(8) (Operation of the Property) of the Association's Bylaws sets forth certain restrictions regarding the keeping and maintenance of domestic pets within the condominium; and,

WHEREAS, the Board of Directors intends to adopt reasonable rules/regulations to supplement and effectuate the use restrictions regarding pets which are set forth in the Bylaws; and,

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors duly adopts the following rules/regulations regarding the keeping and maintenance of pets within the condominium and their presence on the common elements of the condominium. This resolution supersedes and replaces Policy Resolution 95-7 and 96-2. This Resolution becomes effective on: October 1, 2011.

# PET RULES / REGULATIONS

- 1. The use restrictions set forth at Article 5, Section 5.8(a)(8) shall be binding in all respects against all unit owners and tenants within the condominium.
- 2. The term "small" as applied to the term "domestic pet" shall be defined as one (1) dog or cat weighing no more than 22 lbs.
- 3. The attached chart, Exhibit "A", may be amended at any time by the Board of Directors pursuant to a vote at a duly called meeting of the Board of Directors. Any changes to the chart shall be published by the Board to all owner and residents and included in the Association's resale certificate.
- 4. Owners and residents are not required to submit an application for approval to the Board of Directors if they wish to bring or keep one (1) dog on the premises which meets the above criteria, however, the dog must be registered with the Association on the attached form (Exhibit "B").
- Any owner or resident who wishes to bring and keep one (1) dog of 22 pounds or less on the premises which is a breed not defined as "toy" or "small" on the attached Exhibit "A", must <u>first</u> submit an application to the Board of Directors for approval to keep the dog on the premises and must receive <u>prior</u> approval from the Board.
- 6. Subject to compliance with all other household pet restrictions, an owner or resident who wishes to bring and keep a household cat may do so. Owners or residents are not required to submit an application for approval for a household cat, provided that the cat be kept within the unit or attended by the owner or resident at all times and the cat is registered with the Association by the attached form (Exhibit "B"). Cats shall not be allowed to roam freely.
- 7. Subject to compliance with all other household pet restrictions, an owner or resident who wishes to bring and keep any household pet other than a dog, household cat, or small animal as described above, must <u>first</u> submit an application to the Board for approval to keep the animal on the premises and must receive the <u>prior</u> approval of the Board and must be registered with the Association by Exhibit "B".
- 8. Subject to compliance with all other household pet restrictions, any owner or resident who wishes to bring and keep more than one (1) pet that meets the approvable criteria must <u>first</u> submit an application for approval to the Board of Directors. The Board will review each such application on a case-by-case basis and shall review all applicable circumstances before deciding whether to approve the application. The Board of Directors hereby advises all residents that there is a

presumption against such applications requesting multiple pets, for the following reasons: the overriding need to preserve a tranquil, clean environment throughout the community; and, second, the judgment of the Board that the residential density of the community makes the keeping of multiple household pets on the premises inappropriate for the community.

- 9. Any unit owner (or tenant) whose animal has been ordered removed from the condominium property shall have the opportunity to be heard by the Board of Directors if he/she affirmatively requests such a hearing.
- 10. At no time shall any unit owner or tenant allow his/her pet to roam freely (defined as being unleashed and/or not being carried by the owner) on the common elements of the condominium. Any portion of the property outside of the boundaries of the units (as those boundaries are defined in Section 2.3 of the Declaration of The Chateaux, A Condominium) is defined as "common element" by the condominium instruments and by the Virginia Condominium Act (Va. Code § 55-79.39, et seq.). This prohibition shall be deemed to be in effect 24 hours/day, 7 days/week.
- 11. The owner's duty to clean up after his pet is immediate upon the pet's defecation on the common elements.
- 12. Under no circumstances are dogs to be left out on the limited common element decks or balconies when the unit owner/resident is not at home or during hot or inclement weather. Dogs shall not be allowed to relieve themselves on said limited common elements at any time. In addition, excessive barking, whether inside or outside of a unit, can result in a \$50.00 rules violation assessment against the unit owner and a demand to remove the dog from the property.
- 13. By this Resolution, the Fairfax County Police Department and Animal Control are authorized to enter upon The Chateaux Condominium property for the purpose of investigating complaints regarding the manner in which pets are being kept or treated on the condominium property.
- 14. These rules and regulations are enforceable at law and at equity. The Association shall also possess the authority to administratively enforce these rules pursuant to the process and remedies set forth at Va. Code § 55-79.80:2 (Virginia Condominium Act Assessment of charges for violations, etc.).

# THE Chateaux, A Condominium Unit Owners Association

## RESOLUTIONS ACTION RECORD

Resolution Type: Regulatory No.	. <u>1</u>
Pertaining to: Pet Rules / Regulations	
Duly adopted at a meeting of the Board of	of Directors held AUGUST 16, 2011.
Motion by: L. GILBO	Seconded by: J. Smiley
VOTE:	,
Director	YES NO ABSTAIN ABSEN
Director Smiley	<u> </u>
Director	<u> </u>
Sandra Wash of Director	<u> </u>
Director	
ATTEST:	
Secretary	Date
FILE: Book of Minutes - 2011 Book of Resolutions: Book No. Page N	ło.
Policy Regulatory Special General	
Resolution effective: OCTOBER	1,2011

#### Exhibit "A"

# CHATEAUX CONDOMINIUM GUIDELINES FOR APPROVED BREEDS OF DOG

APPROVED	APPROVED	NOT APPROVED	NOT APPROVED
Toy Dogs	Small Dogs	Medium Dogs	Large Dogs
Less than 5 kg	5-10 kg	10-25 kg	More than 25 kg
	-		$(kg \times 2.2 = lb)$
Affenpinscher	Australian Terrier	Australian Cattle Dog	Afghan Hound
Australian Silky Terrier	Border Terrier	Australian Kelpie	Airedale Terrier
Chihuahua	Boston Terrier	Basenji .	Bloodhound
Chinese Crested Dog	Bull Terrier (Miniature)	Basset Hound	Borzoi .
Dachshund (Miniature)	Cairn Terrier	Beagle	Boxer ·
English Toy Terrier	Cavalier King Charles Spaniel	<del>-</del>	British Bulldog
Griffon Bruxellois	Dachshund (Standard)	Bull Terrier	Bull Mastiff
Italian Greyhound	Dandie Dinmont Terrier	Elkhound	Chow Chow
Japanese Chin	Fox Terrier	Finnish Spitz	Collie
Maltese	King Charles Spaniel	French Bulldog	Dalmation
Miniature Pinscher	Lakeland Terrier	· Hungarian Puli	Deerhound
Papillon	Manchester Terrier	Irish Terrier	Doberman
Pekingese	Norfolk Terrier	Keeshond	Foxhound
Poodle (Toy)	Norwich Terrier	Kerry Blue Terrier	German Shorthaired Pointer
Pomeranian	Poodle (Miniature)	Poodle (Standard)	German Shepherd Dog
Yorkshire Terrier	Pug	Schnauzer	Giant Schnauzer
2 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Schipperke	Scottish Terrier	Great Dane
•	Schnauzer (Miniature)	Sealyham Terrier	Greyhound
	Shih Tzu	Shetland Sheepdog	Hungarian Vizsla
	Lhasa Apso	Skye Terrier	Irish Wolfhound
	Tibetan Spaniel	Spaniel (Cocker)	Mastiff
	West Highland White Terrier	Spaniel (Cocker, American)	Newfoundland
•		Spaniel (Field)	Old English Sheepdog
		Spaniel (Sprinter, English)	Pharaoh Hound
•		Spaniel (Springer, Welsh)	Pointer
		Spaniel (Sussex)	Pyrenean Mountain Dog
		Staffordshire Bull Terrier	Retriever (Golden, Labrador)
		Tibetan Terrier	Rhodesian Ridgeback
		Welsh Corgi	Rottweiler
•		Welsh Terrier	St. Bernard
		Whippet	Saluki
SOURCE:		The state of the s	Samoyed
BOOKEL.	•		Setter (English, Irish, Gordon)
EVERY DOG: THE CO	MPLETE BOOK OF DOG CAP	RE & HEALTH	Smooth Collie
BYBRI DOG, TIM OG.			Spaniel (Clumber, Irish Water)
Dr. Rowan Blogg & Dr. H	Eric Allan		Weimaraner
William Morrow & Co., I			
minimi monton a con, i.			
Less than 5 kg	= Less than 11 lbs	Toy Dogs - approved	
5-10 kg	= 11 - 22 lbs	Small Dogs - approved	
10 - 25 kg	= 22 - 55 lbs	Medium Dogs - not approved	•
	= More than 55 lbs	Large Dogs - not approved	
MINIO MIGHT STAR	- itioic man 33 ius	THEO DOER HOL SPANOACO	

#### Exhibit "B"

## Chateaux Condominium Owner/Resident Information Form

Mailing Address (if diffe	erent from above):
Home Phone Number:	Email Address:
Work Phone Number: _	Cell Phone Number:
1	Parking Tag Numbers
Please note if you are rent	ing your unit, you must provide a copy of the current lease to Sequoia Mgmt Co.
Renter's name:	
	Email Address:
	Cell Phone Number:
Additional Residents	··
1)	
2)	
	Emergency Contact
List the name and telephor	ne number of at least one person to contact in case of an emergency involving the unit.
Jame	Home/Cell Telephone Work Telephone
·	
	<u>Certification</u>
I am an owner or listed lessee o residents listed above are full-ti	Certification  f the unit identified above. I certify that the information is a second contact of the contact o

#### Exhibit "B"

#### Pet Information

Dog:	Yes – Number:	No	
Cat:	Yes – Number:	No	
Breed/Weight:			
Breed/Weight:			
		Vehicle Information	
Make/Model::		License #	

# The Chateaux, A Condominium Unit Owners Association

45.50

## **REGULATORY RESOLUTION 2011-2**

### Parking Rules & Regulations

WHEREAS, Article 3, Section 3.1 (Powers and Duties) of the Association's Bylaws empowers the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association...[and] shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium..." provided that such rules/regulations are not in conflict with the Condominium Act or condominium instruments; and,

WHEREAS, Article 3, Section 3.1(f) (Powers and Duties) of the Association's Bylaws also authorizes the Board of Directors to promulgate and amend rules and regulations; and,

WHEREAS, Article 5, Section 5.8 (a) (7) (Restrictions on Use of Units and Common Element Rules and Regulations) of the Association's Bylaws sets forth certain restrictions regarding the keeping of trailers, campers, recreational vehicles, boats and other large vehicles and junk or derelict vehicles on which current registration plates are not displayed; and,

WHEREAS, Article 5, Section 5.11 (Parking Spaces) of the Association's Bylaws establishes all common element parking spaces as "first come, first served," except those spaces which the Board has assigned to and reserved for the exclusive use of particular units/owners, and further establishes a restriction of one parking space per unit, which restriction may be modified by the Board of Directors; and,

WHEREAS, previous policy resolutions (95-8, 95-9) have published rules/regulations related to parking on condominium common element, but the Board of Directors now intends to combine those resolutions and to thereby clarify, supplement and effectuate the use restrictions set forth in the Bylaws and also to publish additional rules/regulations regarding vehicle parking;

Now, Therefore, Be it Resolved That the Board of Directors duly adopts the following rules/regulations regarding parking on the common elements and reserved common elements of the condominium. This resolution supersedes and replaces Policy Resolutions 95-8 and 95-9. This Resolution becomes effective January 1, 2012.

# Parking Rules / Regulations

#### I. General Parking

- A. Parking spaces shall be used solely for the purpose of general resident parking for The Chateaux owners, residents and guests. All vehicles parked on the common element lots, whether in a reserved or open space, must have a parking tag displayed on the rear view mirror between the hours of midnight and 10:00 a.m., Monday through Sunday (7 days a week);
- B. Owners/Residents shall not store, or permit to be stored, any unlicensed, inoperative, or otherwise prohibited vehicle in any parking space or on any other common element where storage constitutes a nuisance or annoyance to the condominium;
- C. No vehicle may park anywhere on the common element lot other than in a designated parking space, nor shall any vehicle park on a yellow curb, block a fire hydrant or park over the white line of the parking space.

#### II. Reserved Parking

- A. Certain spaces on the common element lot are reserved for designated units. Unit owners must use a parking tag for any vehicle parked in their reserved space during the restricted hours (midnight to 10:00 a.m., Monday through Sunday (7 days a week)). Any vehicle that parks in the reserved space of another unit, without the prior consent of the owner of that space, is subject to immediate towing without warning.
- B. All garage spaces are reserved for designated units. Any vehicle that parks in a garage reserved space, without the prior consent of the owner of that space, is subject to immediate towing, without warning. Vehicles parked in garage spaces do not require a parking tag.

#### III. Open Parking

A. Unmarked spaces are for owners, residents or guests and are on a first-come, first-served basis. A parking hang tag must be displayed from midnight until 10:00 a.m. Monday through Sunday (7 days a week). Any vehicles without a hang tag will be towed during these hours, without notice.

#### IV. Restricted Vehicles

A. Boats, trailers, jet skis, motor/mobile homes, self-contained/pop-up camper, any dune buggies or all-terrain vehicles, private or public school buses, commercial vehicles (so designated by lettering or equipment), for-hire vehicles, any vehicle or truck that exceeds two-and-one-half (2 ½) tons empty weight, any vehicle longer than eighteen (18) feet or wider than eight (8) feet are prohibited from parking anywhere on the condominium common element. The only EXCEPTIONS are Police and Fire Vehicles.

- B. All vehicles must conform to the Fairfax County Code and Code of Virginia with respect to vehicle registration, which includes current Virginia license plates and a current Virginia safety inspection sticker, EXCEPT for active duty military with a home of record other than Virginia.
- C. No junk or inoperable vehicle may be parked or stored in any common element parking space (reserved or open). A junk vehicle is defined as any vehicle that cannot operate under its own power, has flat or missing tires, broken windows, etc.
- D. Each parking space may only be used for one (1) vehicle or two (2) motorcycles, not a combination of both.

#### V. Number of Vehicles/Parking Tags

- A. No unit may regularly park more than two (2) vehicles on the common element lot on a regular basis.
- B. Each unit will be issued two (2) resident hang tags for use on the common element lot. Vehicles parked in the garage do not need a hang tag. New hang tags will only be issued upon receipt of the attached vehicle registration form and return of your existing hang tags. There is no charge for the initial new parking tags. Lost hang tags shall be replaced at a cost of twenty-five (\$25.00) dollars each.

#### VI. Towing of Vehicles

- A. Only members of the Board of Directors, Parking Committee Member or Management may authorize the tow of vehicles from the common element.
- B. Owners/Residents may only authorize the tow of any vehicle out of their reserved space.
- C. Any vehicle may be towed without notice for double parking, parking in any area other than a designated space, parking over the white line, parking in a handicapped space without proper decal or parking in a fire lane (designated by sign or yellow curb).
- D. In the event that the right to park in the common element parking spaces is suspended for nonpayment of the assessment obligation (in arrears by 60 days or more), the suspension shall pertain to ALL common element parking spaces, both reserved and open. Such suspension shall be imposed only after notice and an opportunity to be heard. After seven (7) days of the mailing of the notice of suspension (by certified mail, return receipt requested) to the owner's address of record with the Association, the suspension shall be enforced by towing without notice.
- E. All towing shall be at the sole risk and expense of the vehicle owner, and the Association shall under no circumstances be liable for any damage to the vehicle or the costs to repair same.

# The Chateaux, A Condominium Unit Owners Association

# POLICY / REGULATORY RESOLUTION NO. 2011 - 2

# RESOLUTION ACTION RECORD

Resolution Type: Policy / Regulatory				No. <u>2011 - 2</u>	
Pertaining to: Parking Policy Duly adopted at a meeting of the Board o	of Director	s of The	e Chate	aux Condomir	nium, held
Motion by: Sandra Wasting 5 Second	onded by: _	Gra	ham.	Dunn	
VOTE:		YES	NO	ABSTAIN	ABSENT
	, Member	X			
Jewell Smiley	, Member	X			
Dustia Xpotings	, Member	<u> </u>			<u></u>
Milly Pertaller	, Member	$\angle$			
LENNY GILLED	, Member				
ATTEST:  Secretary		// // Date	5/2	.o.11·	
Book of Minutes - 2011  Book Resolutions: Book No.  Policy  Regulatory  Special  General	Page N	o.			
Resolution effective: 1/1/2019					

### Chateaux Condominium Owner/Resident Information Form

0		
1		
}		
i	t from above):	
İ	Email Address: _	
Work Phone Number:	Cell Phone Numb	per:
Garage Space(s) #	Parking Tag Numl	pers
Please note if you are renting y	our unit, you must provide a copy of the curr	rent lease to Sequoia Mgmt Co.
Renter`s name:		
	Email Address:	
Vork Phone Number:	Cell Phone Number:	
dditional Residents		
	Emergency Contact	
List the name and telephone nu	umber of at least one person to contact in case of	fan emergency involving the unit.
me	Home/Cell Telephone	Work Telephone
	<u>Certification</u>	
ann an owner or listed lessee of the esidents listed above are full-time r	unit identified above. I certify that the informa	tion listed above is accurate and the

#### Pet Information

Dog:	Yes – Number:	No	
Cat:	Yes – Number:	No	
-			
		Vehicle Information	
Make/Model::		License #	
		License # License #	
Make/Model::			

#### THE CHATEAUX CONDOMINIUM UNIT OWNERS ASSN.

# POLICY RESOLUTION NO. 20/2-1

#### **ASSOCIATION COMPLAINT PROCEDURES**

(for resolving certain complaints from members and others)

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Association, acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:

- A. **Definitions**. Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.
- B. Complaint Form. If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors ("Board") or the The Chateaux Condominium Unit Owners Assn. management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to initiate the formal procedures described below. If the individual does not wish to initiate these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.
  - 1. Complaint Form Instructions and Attachments. A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that the Complainant believes demonstrate or support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of the Association-required Complaint Form will be available upon request from the Association by contacting Jan Fenton, Sequoia Management, (703) 803-9641.

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

By Mail: Board of Directors, The Chateaux Condominium Unit Owners Assn.

c/o Jan Fenton, Community Manager Sequoia Management Company, Inc.

13998 Parkeast Circle Chantilly, Virginia 20151

By Hand-Delivery: Board of Directors, The Chateaux Condominium Unit Owners Assn.

Same as above

- D. Means of Providing Notices to Complainant. All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.
- E. Acknowledging Receipt of Complaint. Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.
  - 1. <u>Incomplete Complaint</u>. If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
  - 2. <u>Forwarding to the Board</u>. If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.
- F. Formal Action Consideration of Complaint by Board. All completed, signed and dated Complaints forwarded to the Board as specified above shall be considered by the Board at a Board meeting and a decision made as to what action, if any, to take in response to the Complaint.
  - 1. <u>Meeting at which Complaint will be Considered</u>. Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
  - 2. Notice to the Complainant. At least fourteen (14) days prior to the Board meeting at which the

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Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section D above.

- 3. <u>Board's Decision on Complaint</u>. The Board shall make a decision on the Complaint by majority vote of the members of the Board at the meeting. The Board's decision at the meeting shall fall into one of the following two categories:
  - (a) A decision that there is insufficient information on which to make a final determination on the Complaint or that additional time is otherwise required to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
  - (b) A final determination on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, is being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association.
- G. Notice of Final Determination. Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:
  - 1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
  - 2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
  - 3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).
- H. Records. The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.
- I. Resale Disclosure Packet. A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued resale certificates.

# (POLICY RESOLUTION NO. \_\_\_: "ASSOCIATION COMPLAINT PROCEDURES") THE CHATEAUX CONDOMINIUM UNIT OWNERS ASSN.

Delivery: Same as mailing

Mailing: Jan Fenton

Sequoia Management Co. 13998 Parkeast Circle Chantilly, Virginia 20151

Phone #:

(703) 803-9641

#### **ASSOCIATION COMPLAINT FORM**

(for Complaints Against Association, Board or Managing Agent)

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

1.	Legibly describe your complaint described in the complaint. Incl Virginia laws and regulations the to this complaint form. Also, att complaint (not including copies	ude references to the specific at support the complaint. If t tach any supporting documen	facts and circumstance here is insufficient spats, correspondence and	es at issue ar ce, attach a s i other mater	d the provisions eparate sheet of	of paper
2.	Sign, date and print your name as listed above.	nd address below and submit	this completed form to	o the Associa	tion at the addre	ess
	Printed Name	Sign	nature		Date	
		Mailing Add	ress			
		Lot/Unit Add	ress Contact Preference	☐ Phone	П В mail	
	E-mail Address	Phone Number	Contact Frederence	☐ Other	□ E-mail	

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

Office of the Common Interest Community Ombudsman Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400 Richmond, VA 23233 804/367-2941 CICOmbudsman@dpor.virginia.gov

#### THE CHATEAUX CONDOMINIUM UNIT OWNERS ASSN.

#### RESOLUTION ACTION RECORD

Resolution Type: Policy No. 2012-1	
Pertaining to: CICB-mandated Association Comp	laint Procedures
Duly adopted by the Board of Directors of the Ass	sociation on 6/19/12, 2012.
Motion by: Phil NATALENT	Seconded by: GRAHAM DUNN
NAME, TITLE	YES NO ABSTAIN ABSENT
Director	X
Grahay Donn Director	X
Sandra Wastings Director	χ.
Lawy (1110 Director	
Director	$\Psi$

Attest: fandra Wosh (Secretary)

Resolution effective as of date of adoption.