

**TERRACE TOWNHOUSES
OF BEVERLY HILLS**

**ARTICLES OF
RULES AND REGULATIONS**

Updated and Effective: November 1, 2019

Table of Contents

<u>Article Number</u>	<u>Section Number</u>	<u>Page Number</u>
1	General 1.1. Applicability. 1.2. Amendments. 1.3. Definitions.	1
2	Unit Owners Association 2.1. Name. 2.2. Meetings and Participation. 2.3. Emergency Contact Information and Access.	2
3	Board of Directors 3.1. Board Positions; Terms of Office. 3.2. Election and Service of Directors. 3.3. Replacement of Directors. 3.4. Organizational and Regular Meetings. 3.5. Establishment of Advisory Committees.	4
4	Financial Management 4.1. Fiscal Year Operations. 4.2. Condo Fees and Special Assessments. 4.3. Operating and Capital Reserve Budgets. 4.4. Records; Audits; Tax Obligations. 4.5. Reserve Study.	7
5	Procurement of Services 5.1. General. 5.2. Minimum Contract Requirements. 5.3. Property Management Service Contract. 5.4. Other Professional Services. 5.5. Regular Maintenance of Common Elements. 5.6. Notification Procedures; Per Diem Payments. 5.7. Conflict of Interest. 5.8. Execution of Documents.	11

<u>Article Number</u>	<u>Section Number</u>	<u>Page Number</u>
6	Use of Parking and Bicycle Facilities 6.1. General. 6.2. Grant of Revocable Licenses 6.3. Operation of Vehicles in the Parking Facilities. 6.4. Administration of Parking. 6.5. Restrictions and Enforcement. 6.6. Maintenance. 6.7. Use of the Parking Facilities for Other Purposes. 6.8. Bicycle Sheds.	18
7	Architectural Standards & General Maintenance 7.1. General. 7.2. Conformity. 7.3. Community Colors. 7.4. Foundations. 7.5. Structural Walls. 7.6. Roofs and Attics. 7.7. Chimney Boxes; Window Boxes. 7.8. Windows; Screen/Storm Windows. 7.9. Unit Entry Doors and Screen/Storm Doors. 7.10. Patio/Balcony Doors and Screen/Storm Doors. 7.11. Patios; Front Stoops; Porches; Balconies; Landings. 7.12. Fencing; Metal and Wood Railings. 7.13. Community Dumpsters. 7.14. Storage Sheds. 7.15. Sidewalks and Stairwells. 7.16. Gutters and Drain Spouts. 7.17. Storm Sewer Drains. 7.18. Lights; Electric Utilities. 7.19. Heating, Ventilation, and Air Conditioning Systems. 7.20. Ducts and Heating Vents. 7.21. Telecommunications. 7.22. Postal Boxes. 7.23. Community Bulletin Boards. 7.24. Signs. 7.25. Seasonal Decorations.	26
8	Landscaping and Grounds Maintenance 8.1. Maintenance. 8.2. Conformity. 8.3. Limitations.	43

<u>Article Number</u>	<u>Section Number</u>	<u>Page Number</u>
9	Water-Related Issues 9.1. Water Service and Maintenance. 9.2. Exterior Spigots. 9.3. Water Leaks and Repairs. 9.4. Access and Enforcement. 9.5. Insurance Deductible.	47
10	Fire-Related Issues 10.1. Fire Safety Requirements and Liability. 10.2. Chimneys and Fireplaces. 10.3. Outdoor Grills. 10.4. Enforcement.	54
11	Pet, Animal and Pest Control 11.1. General. 11.2. Keeping of Pets. 11.3. Pets, Animals and Pests in the Common Elements. 11.4. Enforcement and Removal Actions.	57
12	Security 12.1. Alexandria Police Department. 12.2. Security Measures. 12.3. Liability. 12.4. Noise.	61
13	Unit Improvements 13.1. General. 13.2. Interior Alterations Within A Unit. 13.3. Interior Alterations Between Units. 13.4. Exterior Alterations.	63
14	Lease or Sale of a Unit 14.1. Lease of a Unit. 14.2. Sale of a Unit.	67

Appendixes

<u>Appendix</u>	<u>Title</u>	<u>Page</u>
A	Parking Assignments	69
B	Approved Community Colors	71
C	Units with Building Foundations	72
D	Units with Roofing Elements	73
E	Units with Chimney Boxes / Fireplaces	75
F	Units with Window Boxes	76
G	Units with Elevated Porches	77
H	Units with Patio Fencing and Gates	78
I	Locations of Storm Sewers	79
J	Locations of Exterior Community Lights	80
K	Approved Plants, Shrubs and Trees	81
L	Units with Exterior Water Spigot Infrastructure	82

Article No. 1: General

Section 1.1. Applicability.

A. These Articles of Rules and Regulations (“Rules”) supersede all rules and regulations previously implemented for the Terrace Townhouses of Beverly Hills.

B. Pursuant to provisions of Title 55.1, Subtitle IV of the Code of Virginia, “Property and Conveyances, Common Interest Communities,” and of the Bylaws of the Terrace Townhouses of Beverly Hills (“Bylaws”), these Rules shall be fully applicable to all members of the Association, the Board of Directors, and the Property in its entirety.

C. The interpretation of these Rules shall be the exclusive right of the Board of Directors (“Board”) collectively. Any request for more specific definition of any of the rules and regulations must be made in writing to the Board or the Association’s Managing Agent (“Managing Agent”). No verbal interpretation by any Board member, employee or resident shall supersede these Rules.

Section 1.2. Amendments.

A. These Rules may be amended by a Resolution of the Board of Directors, which must be adopted by a majority vote of the Directors.

B. Changes to these Rules shall be conspicuously posted prior to the time when the same shall become effective. Copies of the amended Rules shall be furnished to each unit owner.

Section 1.3. Definitions.

A. In general, terms used in these Rules shall have the same definitions as included in the Bylaws, including but not limited to “Board of Directors” or “Board”; “majority vote”; and “Unit Owners Association” or “Association”.

B. “Property” shall include all land and real property located on the plat entitled “Terrace Town Houses of Beverly Hills” as identified by the Master Deed.

C. References to “Section” and to “Appendix” shall apply to the Sections and Appendices, respectively, of these Rules unless otherwise noted.

Article No. 2: Unit Owners Association

Section 2.1. Name.

The Association and the Property may be commonly referenced by the name, "Terrace Townhouses of Beverly Hills."

Section 2.2. Meetings and Participation.

- A. The Association's Annual Meeting shall normally be held at 7:30 p.m. on the first Monday in November. The Board or the Managing Agent should reserve a facility at least forty-five (45) days in advance of the meeting, generally by mid-September.
- B. The Board or the Managing Agent shall notify all unit owners in writing, and by notice posted on community bulletin boards, of scheduled Annual Meetings at least fifteen (15) but not more than twenty-one (21) days in advance, generally in the month of October. Special meetings may be noticed at least seven (7) but not more than thirty (30) days in advance.
- C. The presence in person or by proxy of at least nine (9) owners of separate units shall constitute a quorum for purposes of convening a meeting of the Association.
- D. No unit owner may vote at any meeting of the Association if such owner is more than sixty (60) days delinquent in meeting financial obligations to the Association and has not paid the debt prior to the vote.
- E. In general, the most current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association.

Section 2.3. Emergency Contact Information and Access.

- A. The Board or the Managing Agent shall maintain a list of all unit owners, their addresses, phone numbers and email addresses, to the extent that all such information is available. This list shall be kept for purposes of emergency contact as the need may arise.
- B. The Board or the Managing Agent shall maintain a list of all tenants residing in units on the Property. Unit owners who lease their units shall provide the names, addresses, phone numbers and email addresses of their tenants, to the extent that all such information is available. This list shall be kept for purposes of emergency contact as the need may arise. Each unit owner who leases a unit should provide tenant contact information within thirty (30) days of tenant occupancy of the unit.

C. The Board, through the Managing Agent, reserves the right to request or require that a unit owner provide a working set of keys to the owner's unit on a temporary basis for the purpose of affording access which may be necessary to correct a condition within the unit provided that a request for entry is made in advance and that such entry is at a time reasonably convenient to the unit owner. In case of any emergency, such right of entry shall be immediate, whether or not the unit owner is present.

Article No. 3: Board of Directors

Section 3.1. Board Positions; Terms of Office.

- A. There shall be five (5) members on the Board of Directors.
- B. Director positions shall be numbered 1 through 5, and shall have staggered terms of three (3) years each beginning after or continuing through the Association's Annual Meeting normally held in the month of November, as follows:
- (1) Director 1 shall have a base elected year of 2000. A member of the Association shall be elected to serve in the Director 1 position every three (3) years following 2000; i.e. in 2003, 2006, etc.
 - (2) Director 2 and Director 3 shall each have a base elected year of 2001. Members of the Association shall be elected at the Annual Meeting to serve in either the Director 2 or the Director 3 position every three (3) years following 2001; i.e. in 2004, 2007, etc.
 - (3) Director 4 and Director 5 shall each have a base elected year of 2002. Members of the Association shall be elected at the Annual Meeting to serve in either the Director 4 or the Director 5 position every three (3) years following 2002; i.e. in 2005, 2008, etc.

Section 3.2. Election and Service of Directors.

- A. To be eligible for election to the Board, or to serve or continue serving as a member of the Board:
- (1) A person must be a unit owner, either alone or together with one or more persons, and must be a resident within the Property limits.
 - (2) At the time of any election, a person must not be more than sixty (60) days delinquent in meeting financial obligations to the Association, or if so must have paid the debt prior to the election.
 - (3) A person may not be more than sixty (60) days delinquent in meeting financial obligations to the Association and also have had a lien placed on the unit the person owns.
- B. Nominations for election to the Board may be submitted to the Board or the Managing Agent either prior to or at the meeting during which the election is held. A nominee must either be present at the meeting and consent to the nomination or have indicated in writing the willingness to serve.

C. Voting during an election shall be on the basis of one (1) vote per unit. If more than one person owns a unit and also attends the meeting at which an election is held, only one vote may be counted for that unit.

Section 3.3. Replacement of Directors.

A. For the resignation or removal of a Director:

(1) A Director may resign at any time by providing notice to another Director or the Managing Agent.

(2) A Director shall be considered to have resigned effective immediately upon either the sale of the Director's unit or the relocation of the Director outside the Property limits.

(3) A Director shall be considered to have resigned if not in attendance at three (3) consecutive regular meetings of the Board, unless the Board consents to such absence and such consent is reflected in the Minutes of any of the meetings during such absence.

(4) A Director may be removed with or without cause by a majority vote of the unit owners during any regular or special meeting of the Association called for that purpose, provided that both a written notice of the meeting is provided to each unit owner and a quorum is present, and provided that the Director has been given at least seven (7) days advance notice of the time, place and purpose of the meeting and is given an opportunity to be heard at such meeting. After such removal by vote of the Association, a successor may then and there be nominated and elected to fill the vacancy, pursuant to Section 3.2.

B. For Board vacancies, which may arise by any reason other than the removal of a Director by a vote during an Association meeting:

(1) Persons meeting the eligibility requirements of Section 3.2(A) may be elected to fill a vacant Board Position by a majority vote of the remaining Directors, even if less than a quorum is present, at a regular meeting of the Board.

(2) A Director elected by the Board to fill a vacant Board Position shall serve until a successor is elected at the next Annual Meeting of the Association, unless the term for that Position expires at the next Annual Meeting, pursuant to Section 3.1(B), in which case a new election shall be held for that Position as previously scheduled.

(3) A Director elected at an Annual Meeting of the Association to fill a vacant Board Position shall serve the remainder of the term for that Position, pursuant to Section 3.1(B).

(4) In any event, the offices of President, Vice President and Secretary shall be held by three (3) different persons.

Section 3.4. Organizational and Regular Meetings.

A. The organizational meeting for each new Board shall generally be held immediately after the Association's Annual Meeting. At such meetings:

(1) The first order of business shall be the election of a President, Vice President, Treasurer and Secretary by members of the Board.

(2) Following the election of the President and the Treasurer, and if either of the persons holding those offices have changed, the Managing Agent shall prepare new certificates of signing authority for the Association's financial accounts; such certificates shall be signed and completed within thirty (30) days of the election.

(3) Following the election of the President and the Secretary, and if either of the persons holding those offices have changed, the Managing Agent shall ensure that the newly elected office holder has keys to the community bulletin boards.

B. Regular monthly meetings of the Board shall generally be held each month at a time and date determined by a majority of the Board, except when otherwise noticed or unless the Board has postponed or cancelled a meeting.

C. The Board shall provide public notice of each meeting of the Board at least three days in advance of the meeting.

D. In general, the most current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Board.

E. Association members not members of the Board may attend any meeting of the Board, but should provide advance notice to either a member of the Board or the Managing Agent of planned attendance for purposes of ensuring that proper seating accommodations can be made.

Section 3.5. Establishment of Advisory Committees.

The Board reserves the right to establish Advisory Committees, for which members of the Association not on the Board and in good standing may serve under the terms and conditions established by the Board, provided that each such Committee:

(1) Be established with a Board-approved charter that clearly defines the purpose, membership, responsibilities, and duration of the Committee,

(2) Maintain public records include meeting minutes of the Committee, and

(3) Shall not assume any powers or responsibilities of the Board.

Article No. 4: Financial Management

Section 4.1. Fiscal Year Operations.

- A. The Fiscal Year of the Association shall be based on the calendar year, beginning on January 1 of each year and concluding on December 31 of that year.
- B. All budgets prepared and reviewed by the Board, the Managing Agent, and the Association's accountant and/or auditor shall be performed on the basis of the Association's fiscal year.

Section 4.2. Condo Fees and Special Assessments.

- A. All unit owners are required to pay condo fees on a monthly basis, as follows:
 - (1) The amount of monthly condo fees shall be established by the Board of Directors on an annual basis as part of the approval of a budget for each fiscal year. Lower "A" units may be subject to a different assessment than the upper "B" and "C" units according to the Common Element Interests of the respective unit owners.
 - (2) The due dates for condo fee payments shall be the first day of each month.
- B. Subject to determination of the Board, special assessments may be imposed as follows:
 - (1) A unit owner may be charged a special assessment for work undertaken and paid for by the Association which benefits only the unit or unit owner.
 - (2) A unit owner may be charged a special assessment for the costs of damage to or destruction of any portion of the Property originated in or through the owner's unit or any component thereof, without regard to whether the unit owner was negligent.
 - (3) The Board may assess charges against any unit owner for any violation of the Bylaws or these Rules for which the owner or his family members, tenants, guests or other invitees are responsible.
 - (4) The Board may charge a special assessment on all unit owners, according to their Common Element Interests, if the reserves are inadequate for any reasons, including nonpayment of any unit owner's assessment, and shall be payable in a lump sum or in installments as the Board may determine.
 - (5) The Board must provide each unit owner with notice of the purposes, amounts and payment due date(s) of any special assessment imposed on that unit owner, provided that the first payment due date is at least seven (7) days beyond the date of the notice and falls on the first day of the coming month.

C. Late fees may be imposed on a unit owner's account as follows:

(1) Following their due dates, condo fees and special assessments will be considered delinquent and subject to late fees if not paid by the close of business on the 15th day of each month. Late fees may be waived only with the approval of the Board.

(2) The penalty for a delinquent condo fee or special assessment shall be five (5) percent of the total delinquency for each month beyond the due date that a payment in full is late or overdue. The late fee shall accrue and shall be assessed directly against the account of the delinquent unit owner.

D. Delinquent condo fees and special assessments shall be collected and applied as follows:

(1) Should a delinquent payment remain unpaid thirty (30) days after the due date, a notice of delinquency shall be mailed to the unit owner in question, and may be included as part of the monthly notice of assessment provided through the Managing Agent. The notice shall include the amount of the required payment, the addition and amount of the late charge, the total amount remaining unpaid, and instructions for payment.

(2) Should a delinquent payment remain unpaid ninety (90) days after the due date, or if the unit owner has missed three consecutive payments, and unless four (4) members of the Board vote not to proceed, the Board or the Managing Agent shall forward the unpaid debt and the unit owner's account information to the Association's legal counsel for the purposes of pursuing legal actions as necessary to collect the debt, to potentially include filing a lien or foreclosure of the debtor's unit.

(3) Payments received on delinquent accounts shall first be applied to the oldest delinquency on the account.

(4) Should a unit owner be subject to a lien and subsequently makes a payment in full of the debt for which the lien was imposed, to include late fees and attorneys fees, the Board or the Managing Agent shall take such action as necessary to release the lien within thirty (30) days.

Section 4.3. Operating and Capital Reserve Budgets.

A. The Board should prepare and adopt a budget for the coming fiscal year prior to the Annual Meeting of the Association in November, and no later than November 15th, of each year. Such budget should include the following:

(1) An operating budget for the maintenance, management, operation, repair and replacement as necessary of the Common Elements, as well as other common expenses that are the responsibility of the Association. Such budget may include but not be limited to expenditures required in Section 5 of these Rules.

(2) A capital reserve budget which includes an itemization of amounts the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. Such budget may include but not be limited to expenditures required in Section 5 of these Rules.

B. The Board or the Managing Agent shall send to each unit owner a copy of the approved budget for the coming fiscal year, and notice of any increases in condo fees, no later than December 15th of each year.

C. Following the conclusion of each fiscal year, the Board or the Managing Agent shall send to each unit owner by April 30th a financial report that includes:

(1) An accounting of the previous fiscal year, with itemized expenses as budgeted and as actually incurred.

(2) A tabulation of the total amounts collected pursuant to the budget and the net amount over or short of the actual expenditures plus reserves.

D. To address any net shortage from the conclusion of a fiscal year, the Board may undertake any of the following:

(1) A transfer of funds from other financial accounts maintained on behalf of the Association.

(2) A special assessment against the unit owners in accordance with their Common Element Interests, which shall be payable either in full with payment of the next monthly assessment due or in not more than six (6) equal monthly installments, as the Board may determine.

Section 4.4. Records; Audits; Tax Obligations.

A. The Managing Agent shall maintain, on behalf of the Association and the Board, books with detailed accounts and records of all financial transactions of and by the Association. All books and records shall be kept in accordance with generally accepted accounting principles, and shall be made available as follows:

(1) Upon request from members of the Board, unit owners, attorneys for either the Association or unit owners, accountants for either the Association or unit owners, Mortgagees and authorized agents during general business hours on business days, as follows: from 9:00 a.m. until 5:00 p.m. Mondays through Thursdays, and 9:00 a.m. until 12:00 p.m. on Fridays.

(2) At each regular monthly meeting of the Board, members of the Board shall be provided with a monthly financial report which includes statements of income,

expenditures and transactions; bank and reserve fund statements; budget reconciliations; and unit owner delinquency reports for the month preceding the Board meeting.

B. In December of each year, the Board or Managing Agent shall retain, as a common expense, an independent auditor who shall not be a resident or unit owner and who shall:

(1) Review the Association's financial books and transactions for the fiscal year ending the following December 31.

(2) Provide a determination and statement of whether the Association's finances are being maintained in a manner which conforms to generally accepted accounting principles

(3) Make any recommendations which may assist the Board in managing the Association's finances.

(4) Assist the Association in meeting its tax obligations for the previous calendar year. The cost of such tax payments as necessary shall be a common expense.

Section 4.5. Reserve Study.

A. The Board or the Managing Agent shall commission a study of the Association's reserves at least once every five (5) years beginning with the base year 2000 (i.e. 2000, 2005, 2010, etc).

Article No. 5: Procurement of Services

Section 5.1. General.

A. The Board and the Managing Agent shall be authorized to undertake work or repairs to the Property or on behalf of the Association which may require an expenditure of Association funds not to exceed \$2,500 for each separate work item or repair, without a vote of the Board, provided that notice of such expenditure is included in the Minutes of a meeting of the Board.

B. For work or repairs to the Property or on behalf of the Association which may require a total expenditure of between \$2,500 and \$5,000 in a fiscal year, the Board may choose to proceed with a proposal that is considered by the Board to be reasonable and of fair market value to the Association, and without securing a competitive bid, provided that the Board approves the expenditure in advance by a majority vote.

C. For work or repairs to the Property or on behalf of the Association which may require an expenditure of more than \$5,000 in a fiscal year, and except for purposes of retaining a property management service provider, the Board and the Managing Agent shall proceed as follows:

(1) The work or repair shall be competitively bid, except that the Board may waive the competitive bid requirement if such work or repair is of an emergency nature or if a contract proposal has been received that is considered by the Board to be reasonable and of fair market value to the Association.

(2) A majority vote of the Board shall be necessary for approval of the work or repair, the expenditure required to perform the work or repair, and the selection of a contract proposal. The consideration and approval of such an item shall be included in the Minutes of a meeting of the Board.

(3) The work or repair shall not be undertaken unless a contract, which meets the requirements under Section 5.2, has been executed.

D. In general, the Board shall designate one Director to coordinate with the Managing Agent on issues relating to a contract. No more than one member of the Board should regularly interface with a contractor or the Managing Agent regarding a project or work that is undertaken on the Property or on behalf of the Association, except when the project or work is discussed at a meeting of the Board or the Association.

E. For a contract or work undertaken by the Association, unit owners not serving on the Board shall not interfere, or provide instructions of any kind independent of the Board or the Managing Agent, with any representative, agent or employee of the contractor, except when such work is to be performed inside a unit, in which case the unit owner shall coordinate with the Managing Agent and the contractor as appropriate. Unit owners and residents shall have recourse to appeal to the Board or the Managing Agent regarding complaints or concerns.

Section 5.2. Minimum Contract Requirements.

- A. Applicability. All contracts involving the Association should be in writing, naming all parties involved and signed only by parties authorized to enter into contracts.
- B. Termination with Notice. Contracts requiring service periods of at least three (3) months shall have a provision for termination with written notice of thirty (30) days from either party. Under no circumstance shall a contract terminate without notice by either party.
- C. Protection against Assignment. All contracts shall include a non-assignment provision which prevents a contractor retained by the Association from selling or assigning his employment contract to another party. At a minimum, the contract should include a clause that no assignment of contract can be done without the written consent of the Association.
- D. Independent Relationship. The Association shall not enter into a contract with any contractor who is a member of the Association.
- E. Legal Costs. All contracts signed by the Association shall include provisions providing the Association the right to recover legal fees and costs should the Association be sued because of an action, or for breach of contract, by a contractor who is party to a contract.
- F. Integration Clause. All contracts signed by the Association shall include an integration clause which provides that the agreement presents all of the terms of the contract and that any terms added later must be in writing, signed by both parties, and incorporated into the original agreement.
- G. All contracts with the Association pertaining to the performance of manual labor on the property, as may be determined by the Board or the Managing Agent, shall be required to include provisions as follows:
- (1) Workers Compensation. To reduce the Association's liability exposure in the instance a contractor is injured on the Property, contractors shall be required by the terms of any such contract with the Association to carry workman's compensation insurance for its employees and may be required to furnish a certificate stating such coverage, or such contract may otherwise include provisions protecting the Association from such liability.
 - (2) Indemnification. All such contracts shall include provisions agreeing to indemnify the Association for any and all property damage and personal injury caused by a contractor, its agents or employees during performance of the contract. The Board or Managing Agent may require a contractor to demonstrate proof of insurance in an amount satisfactory to fund the indemnification obligation.
 - (3) Protection of Property. Any such contract should provide that the contractor who is party to the contract shall be responsible for all damage resulting from its exercise of any

right of ingress or egress from the Property. In general, the contractor should pay to restore damaged property to its previous condition.

(4) Scheduling of Work. All such contracts shall include a schedule with estimated start and finish dates, to the extent such a determination may be made, and designated hours of activity. The Managing Agent should share such information when notifying unit owners and residents who may be impacted by work to be performed under a contract.

(5) Parking. The Managing Agent shall ensure that all contractors employed by the Association observe the parking rules within the community parking lots, pursuant to Section 6 of these Rules.

(6) Storage of Equipment or Materials. Any such contract which may require the storage of equipment or materials on the Property during work to be performed under the contract shall include a provision stipulating the orderly storage of such items during times when no work is being performed on the Property.

(7) Cleaning and Use of Dumpsters. Any such contract shall require that a contractor shall maintain as clean a work area as practicable and shall include a determination of the use of and the conditions under which the contractor may use the Association's community dumpsters.

(8) Removal of Equipment and Materials. All such contracts requiring the use of heavy equipment or bulk materials during work to be performed under the contract shall provide for the prompt and orderly removal of such items upon the completion of work activities. A contractor's failure to comply or to make arrangements with the Managing Agent shall be deemed as granting the Association permission to remove such items at the expense and liability of the contractor.

Section 5.3. Property Management Service Contract.

A. The Board shall retain a property management service provider to fulfill the duties of the Association's Managing Agent. Such firm or its principals shall have a minimum of two (2) years of experience in real estate community management and shall employ persons possessing a high level of knowledge and competence in the skills necessary to proper management of the Terrace Townhouses of Beverly Hills.

B. When conducting a search for a new property management service provider, members or agents of the Board shall secure no less than three competitive bid proposals.

C. In addition to meeting the requirements of Section 5.2, any contract between the Association and any property management service provider shall meet the following requirements:

(1) Any such contract must require a fidelity bond, for the purpose of protecting the

Association should Association funds be improperly managed.

(2) Any such contract must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety (90) days written notice and with cause on no more than thirty (30) days notice.

(3) Any such contract shall be vetted by the Association's legal counsel prior to being executed.

Section 5.4. Other Professional Services.

A. The Board, through the Managing Agent, shall obtain and maintain insurance policies, including physical damage, liability, and fidelity coverages as the Board may determine or as may be requested from time to time by a majority vote of either the Board or the Association.

B. The Board, through the Managing Agent, shall retain legal services necessary for the purpose of regularly serving and representing the Association's legal interests, including but not limited to the collection of delinquent assessments.

C. The Board, through the Managing Agent, shall retain an independent auditor in December of each year for the purpose of conducting fiscal year reviews of the Association's finances and for filing the Association's tax returns.

D. The Board, through the Managing Agent, shall retain the services of a licensed engineer or consultant for the purposes of providing a study of the Association's reserves every five (5) years beginning with the base year 2000 (i.e. 2000, 2005, 2010, etc).

Section 5.5. Regular Maintenance of Common Elements.

A. Routine Maintenance Requirements.

(1) The Board, through the Managing Agent, shall retain the services of a towing company for purposes pursuant to Section 6.

(2) The Board, through the Managing Agent, shall retain the services of a handyman for purposes of regular maintenance, minor repairs and janitorial duties on the Property including but not limited to the parking facilities and the grounds, pursuant to Sections 6 and 8.

(3) The Board, through the Managing Agent, shall retain the services of a snow removal vendor each year to ensure the removal of snow from the parking facilities and the sidewalks of the Property, including the perimeter of the parking lots, during inclement weather, and pursuant to Sections 6 and 7.

(4) The Board, through the Managing Agent, shall retain the services of a professional trash collection service for purposes pursuant to Section 7.

(5) The Board, through the Managing Agent, shall secure regular electricity service for the Association's building lights and exterior night lights, pursuant to Section 7.

(6) The Board, through the Managing Agent, shall retain the services of a professional grounds maintenance services for purposes pursuant to Section 8.

(7) The Board, through the Managing Agent, shall retain the services as necessary for the regular care of the trees and foliage in the Property, pursuant to Section 8.

(8) The Board, through the Managing Agent, shall secure regular water service for the Association's water needs, pursuant to Section 9.

(9) The Board, through the Managing Agent, shall retain rodent removal, exterminators, and pest and animal control for purposes pursuant to Section 11.

B. Regular Inspections.

(1) The Board, through the Managing Agent, shall retain the services of a licensed roof inspector for purposes pursuant to Section 7.

(2) The Board, through the Managing Agent, shall retain the services of a licensed chimney inspector for purposes pursuant to Sections 7 and 10.

(3) The Board, through the Managing Agent, shall retain the services necessary for the inspection of gutters pursuant to Section 7.

(4) The Board, through the Managing Agent, shall retain the services necessary for conducting a regular termite inspection of the Common Elements for purposes pursuant to Section 11.

Section 5.6. Notification Procedures; Per Diem Payments.

A. From time to time it may be necessary for the Association to perform work or repairs inside a unit which does not require the unit resident to vacate the premises. For this work or repair, the Board or the Managing Agent shall provide in writing the following information:

(1) Advance notification to the unit resident of the beginning date, duration, and completion date for work to be performed on the unit.

(2) A description of the specific work to be performed, including an identification of work and costs to be borne by the Association and work or costs that will not be borne by the Association.

(3) Identification of the resident's responsibilities, including but not limited to any necessary movement of furniture or personal effects within the unit, and when the resident must meet those responsibilities.

(4) A specific time and date after completion of the work for the Managing Agent and the resident to conduct a walk-through of the unit to identify any deficiencies or issues arising from the work.

B. From time to time it may be necessary for the Association to perform work or repairs inside a unit which requires the unit resident to vacate the premises. For this work or repair, the Board or the Managing Agent shall provide in writing or by email the information required in Section 5.6(A) and also the amount of per diem available to the unit resident, should it be necessary to provide housing and food allowance during the period of work, provided that:

(1) The unit resident may only be reimbursed for food, beverages not to include alcohol of any kind, and lodging expenses during the dates identified for work to be performed.

(2) The unit resident must provide copies of original receipts to the Managing Agent within two (2) weeks of the completion of work in the unit.

(3) Per diem expenses shall be limited to \$75 per day per unit resident for food and beverages not to include alcohol of any kind, and \$200 per day for lodging expenses.

(4) The unit resident shall only be provided with reimbursement for actual expenses and shall not be entitled to funds that may remain unspent under a per diem allowance.

C. Unit owners and residents who are impacted by work or repairs to be performed under Section 5.6 shall be required by the Board or the Managing Agent to provide a statement either in writing or by email acknowledging receipt of the notice and agreement to its terms, and shall provide contact information for the Managing Agent as needed.

Section 5.7. Conflict of Interest.

A. All Board members shall exercise their powers and duties in good faith and in the interests of the Association.

B. A Director who is a principal or an officer or has a financial interest exceeding \$1,000 in a corporation, firm or other association, such that the Board or Association is considering entering into a contract or other transaction with that corporation, firm or other association, shall be considered to have pecuniary interest and shall not participate in Board consideration of any matter involving that entity.

C. No contract or other transaction with a corporation, firm or other association in which a Director is an officer or is pecuniarily or otherwise interested, shall be void or voidable because

any such Director is present at the Board meeting, or any committee thereof, which authorizes or approves the contract or transaction, or because such Director's vote is counted for such purpose, provided that:

(1) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the Minutes of a regular Board meeting, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(2) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Section 5.8. Execution of Documents.

A. Only one (1) Director shall be required to execute any agreement, contract, deed, lease, check or other instrument for an expenditure or obligation of \$50,000 or less, except when those funds are drawn from the Association's reserve accounts.

B. Two (2) Directors shall be required to execute all agreements, contracts, deeds, leases, checks or other instruments of the Association for expenditures or obligations in excess of \$50,000.

C. Two (2) Directors shall be required to draw any funds, by check or any other means, from the Association's reserve accounts for any purpose.

Article 6: Use of Parking and Storage Facilities

Section 6.1. General.

A. For purposes of these regulations, both “motor vehicle” and “vehicle” shall be defined pursuant to its definition set forth in Virginia Code, Section 46.2-100. Generally an approved motor vehicle is defined as any conventional passenger vehicle, motorcycle, personal van or pickup truck of three-quarter tons (1,500 pounds) or less gross capacity.

B. Unit owners are responsible for ensuring their family members, tenants, guests and/or visitors abide by these rules and regulations relating to the parking of motor vehicles and bicycles. Unit owners may be held responsible for the improper operation and use of vehicles in the parking facilities by their family members, tenants, guests and/or visitors.

C. The Association shall not be liable for any loss of or damage to vehicles, by theft or otherwise and including property located inside vehicles that are operated or parked on Association property. The Association shall not be liable for any negligence of any vehicle owner or for any accident caused by or through the operation, maintenance or parking of any vehicle on Association property.

Section 6.2. Grant of Revocable Licenses

A. Pursuant to authorities provided to the Board in Article 3 of the Master Deed and Section 5.11 of the Bylaws, each parking space designated with a number shall be available as Reserved Common Elements for exclusive use by a unit owner for the parking of a motor vehicle, subject to limitations identified in these Rules, through a revocable license granted by the Board.

B. Pursuant to authorities provided to the Board in Article 3 of the Master Deed and Section 5.11 of the Bylaws, each bicycle shed space designated with a number shall be available as Reserved Common Elements for exclusive use by a unit owner for the parking of a bicycle, subject to limitations identified in these Rules, through a revocable license granted by the Board.

Section 6.3. Operation of Vehicles in the Parking Facilities.

A. Association residents and visitors driving or parking in Terrace Townhouses of Beverly Hills are required to abide by all City of Alexandria and Commonwealth of Virginia motor vehicle registration, licensing and insurance requirements, as well as the provisions of the Commonwealth of Virginia motor vehicle laws.

B. The Alexandria Police Department and the Virginia State Police have the permission of the Board to enter into the Terrace Townhouses of Beverly Hills to enforce City/State ordinances, regulations and laws relating to the possession, use and operation of a vehicle.

- C. The speed limit in the parking facilities is ten (10) miles per hour, which shall be enforced by appropriate law enforcement agencies.
- D. All vehicles must be operated in a manner that does not cause a hazard to pedestrians or other vehicles or a nuisance due to noise, exhaust emissions, fluid leakage or appearance.
- E. Any vehicle operator who strikes a person or another vehicle in the parking facilities should stop, render assistance as soon as possible and report the accident, injury or damage to the appropriate emergency management, law enforcement, and/or insurance entity as applicable.
- F. Any vehicle operator who strikes an animal in the parking facilities should stop, render assistance as soon as possible and report the injury or death to the animal's owner, if applicable. If the owner cannot be identified, the accident should be reported to the City of Alexandria Police Department's Animal Control section.
- G. No unlicensed driver is permitted to operate a vehicle on the common driveways and parking areas, at any time.

Section 6.4. Administration of Parking

- A. The Managing Agent shall maintain a listing of each unit's assigned, numbered space, as currently designated in Appendix A. With the grant of revocable licenses pursuant to Section 6.2(A), unit owners or their tenants are responsible for monitoring their assigned spaces and shall use these for their primary vehicles.
- B. Two (2) or more owners desiring to exchange parking spaces may petition the Board in writing of the desired reassignment. The Board should then consider approval of the request at its next regular meeting.
- C. All non-numbered parking spaces not assigned to a unit owner shall be available on a first-come, first-served basis. Neither the Board nor the Managing Agent may guarantee any residents or vehicles access or availability to non-assigned spaces.
- D. Should the Board decide to establish a parking permit system,
 - (1) Every member of the Association who is in good standing shall be permitted to obtain at least one parking permit upon providing copies of a valid Virginia Driver's License, Virginia vehicle registration, and a completed parking permit application administered through the Managing Agent.
 - (2) Any tenant requesting a parking permit must provide all required documentation listed on the parking permit application. Only persons whose names appear on the lease for a unit are allowed to obtain a parking permit. Unit owners are responsible for providing their tenant(s) with a copy of the Association's rules and regulations.

(3) Unit owners who sell their units shall return to the Managing Agent any parking permits that have been issued.

(4) Unit owners or their tenants who change vehicles shall inform the Managing Agent to update and maintain an accurate record of license and registration information.

Section 6.5. Restrictions and Enforcement.

A. Vehicles may be subject to ticketing, placement of a boot, or towing by the City of Alexandria, Virginia State Police or such agents at any time and at the sole expense and liability of the vehicle owner for any violations as follows:

(1) All vehicles must display a valid City of Alexandria sticker, Virginia license plates with current registration decals, and a current inspection sticker.

(2) No motor vehicles of any kind are permitted to park in designated fire lanes or no parking zones.

B. At the discretion of Members of the Board or the Managing Agent, vehicles may be towed at any time, without any notice and at the sole expense and liability of the vehicle's owner, for any violations as follows:

(1) Oversized or abandoned vehicles including, but not limited to, buses, boats, campers, recreational vehicles, commercial vehicles, flat beds, junk vehicles, mopeds, dirt bikes, house trailers, vehicles, motor homes, taxicabs, tow trucks, trailers, off-road vehicles, and three-quarter (3/4) ton or heavier vehicles. The parking of a personal vehicle with a snowplow attached is prohibited in the community.

(2) Failure to park wholly in between two (2) parking space lines.

(3) Double or "stacked" parking.

(4) Parking in a manner that blocks other parked vehicles, prevents ingress or egress or the normal flow of traffic, or occupies more than one parking space.

(5) Parking on sidewalks or lawns, in front of the dumpsters or in fire lanes.

(6) Posing a threat to safety or presenting an environmental hazard, such as but not limited to leaking oil or gas, sitting on jacks or blocks, or possessing broken or shattered windows.

(7) Parking in unnumbered reserved areas must be moved every seventy-two (72) business hours. Unit residents planning to leave a vehicle in an unnumbered parking space for more than seventy-two (72) business hours should notify the Managing Agent in writing to ensure that their vehicle is allowed to be left in the space for the requested

amount of time and to ensure the vehicle is not towed or booted in their absence.

(8) Clear evidence of unused, inoperable, or unlicensed condition, to include junk or derelict vehicles. Any motor vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as but not limited to tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, are removed or damaged shall be deemed to be a junk or derelict vehicle, regardless of the display of valid state license/registration or inspection sticker.

(9) Should the Board implement a parking permit system, failure to display a valid parking permit, with the exception of motorcycles properly registered with management.

C. A vehicle illegally parked in the reserved, numbered space that is assigned to a unit may be towed away at any time, without any notice and at the sole expense and liability of the vehicle's owner, at the sole discretion of the unit owner or resident to which the space is assigned.

D. No maintenance on any motor vehicle may be performed in the parking lots, with the exceptions of necessary tire or battery changes, emergency repairs excluding fluid changes and other activities which might soil or damage the Common Elements, and normal cleaning in areas designated by the Board. For violations of this rule, the Board or the Managing Agent may take corrective action as necessary, including levying an assessment against a unit owner for damage caused by, or for repairs or cleaning that may be necessary because of, the unit owner or the unit owner's family members, tenants, guests and/or visitors. Vehicles may not be brought into the community and placed in any parking spaces by a tow truck. Towing vehicles into the community is strictly prohibited.

E. Request for temporary storage units must be submitted in writing to the Board or the Management Agent prior to the storage unit being placed in the lot. Storage units must be placed in a unit's reserved, numbered parking spot for a period of time not to exceed seventy-two (72) hours. The storage unit size may not exceed the size of the parking space nor prevent adjacent parking spaces from being used.

F. The leasing or selling of parking spaces whether assigned or reserved is prohibited.

G. No initials, numbers, or any additions or alterations to a parking space may be painted, displayed, or erected by any unit owner or resident.

H. In addition to towing, the Board may enforce these Rules by any proceeding at law or in equity, including injunctive relief, and may hold an offending party responsible for attorneys' fees and costs incurred by the Association in any such proceeding.

I. The Board may assess charges against any unit owner for any violation of the Bylaws or these Rules for which the owner or his family members, tenants, or guests (invited or uninvited) are responsible.

J. Residents wishing to park motorcycles in the community must adhere to the following guidance:

(1) Motorcycles must be parked in the space designated by the Board for motorcycle-only parking.

(2) Motorcycles are not required to display a valid community permit. However, an application must be completed for each motorcycle so that management has proper records of the vehicle and may contact the owner should an emergency arise.

(3) At no time should more than two parking stalls be occupied by a single unit. This rule applies to residents with motorcycles.

(4) Motorcycles may not be parked on sidewalks, front or side lawns, or non-enclosed patios or decks or between parallel parked vehicles. A motorcycle may be parked within a yard that has a fence, which hides or restricts the motorcycle from public view.

(5) Motorcycles must display the required county/town/state required stickers and licenses and may not be expired.

K. Vehicles can be parked by either backing into or pulling forward into a single parking space and staying between the lines. The bumper of the vehicle shall not proceed passed the curb. If the vehicle's bumper extends beyond the vertical plain of the curb, vehicle is subject to being towed.

L. Any non-wheeled attachment to a motor vehicle such as a camper top, a cap that extends the height of the cab of any pickup truck, etc., more than forty-eight inches (48") is prohibited; unless such unit owner has the prior written consent of the Board of Directors. Such attachment may not be left upon any Common Element or Limited Common Element, while not attached to a vehicle, at any time.

M. No vehicle shall be permitted to display the words "For Sale" or have a "For Sale" sign affixed to it while on the premises.

N. Bicycles or other human-powered vehicles may not be chained to signs or other Common Element items in the parking facilities. If in violation, the Board or the Managing Agent may attach a written notice advising of the violation of provisions of the Bylaws or the Rules and Regulations and that identified deficiencies must be corrected within five (5) days; if the deficiencies have not been corrected after the five (5) day period, the bicycle or other vehicle may be removed and placed into storage or discarded at any time without any notice and at the sole expense and liability of the bicycle or other vehicle owner.

O. Any violation of parking rules and regulations by owners/tenants may result in the assessment of charges by the Association, after notice and an opportunity for a hearing before the Board of Directors.

P. Parking privileges may be suspended or revoked if the unit owner's account is delinquent and has been referred to the Association's legal counsel for collection proceedings. Any parking permits assigned to that unit will be revoked and/or voided if the account is not paid in full. Vehicles displaying voided permits are subject to tow as outlined in this policy.

Section 6.6. Maintenance.

A. The Board or Managing Agent shall ensure that the parking facilities are maintained in a state of good repair and cleanliness. Snow or ice accumulating in the parking lots during inclement weather shall be removed as expeditiously as possible.

B. Every unnumbered parking space shall be clearly marked "Reserved" and each assigned parking space shall be clearly marked with a number which corresponds to the parking assignments in Appendix A.

C. Speed bumps, painted yellow or otherwise clearly marked, shall be maintained in the parking lots, with one located on the Dogwood Drive side and the other on the Kenwood Avenue side of the Property.

D. The curbs in areas where parking is prohibited, including the curbside in the fire lane located by #1659 and #1679 Kenwood Avenue, shall be painted yellow or red or otherwise clearly marked.

E. Appropriate signage will be posted throughout the property informing residents and guests of parking prohibitions.

F. The Board may authorize the temporary closure of the parking facilities for maintenance or repair purposes. On such occasions, a written notice should be provided by the Board or the Managing Agent to all unit owners and residents at least two days in advance of the closure date. Such notice should include:

(1) The scheduled date and time when the parking lot(s) will be closed,

(2) The date and time when the parking lot(s) will be reopened, and

(3) Contact information for any towing companies retained for the purpose of removing vehicles. On the date of the scheduled maintenance or repair, vehicle owners must remove their vehicles by the anointed time, or will have their vehicles towed at their own expense and liability.

Section 6.7. Use of the Parking Facilities for Other Purposes.

A. The Board shall manage the parking facilities in a balanced fashion as a multi-use Common Element item which serves a medium-sized community with nearly 200 residents and

children. Such shared use entails a high amount of pedestrian traffic and as such the Board should not take drastic measures, such as permanently restricting the use of a significant portion of our common elements, to any segment of the community. Although children may play or ride bicycles from time to time, the parking facilities should not be used as a dedicated playground or as a site for any sport game. Residents are responsible for exercising supervision over their children at all times in the parking lot, and drivers are responsible for exercising proper control of their vehicles at all times. Children should not play in any parking space that is assigned and reserved for the resident of any other unit.

B. The immediate area of the parking lot in front of #1659 and #1679 Kenwood Avenue is designated as an area in which residents may wash their motor vehicles; such residents shall take care not to use excessive amounts of water and shall properly dispose of all cleaning materials. However, vehicles with excessive amounts of dirt and requiring beyond normal cleaning may not be washed in the parking facilities.

C. The corner of the parking lots located at the junction of Dogwood Drive and Kenwood Avenue is designated for the siting of community trash and recycling dumpsters..

D. The Board may authorize temporary use of a portion of the parking facilities for community social functions such as community yard sales, which may require the closure of all or a portion of a parking lot for a period not to exceed twenty-four (24) hours. On such occasions, a written notice should be provided by the Board or the Managing Agent to all unit owners and residents at least one week in advance of the closure date. Such notice should include:

- (1) The scheduled date and time when the parking lot(s) will be closed;
- (2) The date and time when the parking lot(s) will be reopened; and
- (3) The purpose for the closure.

E. The use of fireworks or pyrotechnic displays are not permitted in the parking facilities.

Section 6.8. Bicycle Sheds.

A. The Board or Managing Agent shall ensure the continued availability and maintenance of sheds for the purpose of bicycle storage. Accumulated leaves and trash shall be removed as expeditiously as possible.

B. Each unit resident may request of the Board or the Managing Agent permission to lease space within the sheds for bicycle storage. Such permission, and a key to the shed, may be granted without requiring a vote of the Board, provided that the resident agrees to lease terms implemented by the Board or Managing Agent.

C. Use of a storage shed by a resident shall be on a first-come, first-served basis, but shall be

limited to only residents living within the Property. The resident must complete and submit to the Managing Agent a lease application.

D. The Association shall not be responsible for any loss of, by theft or any other means, or damage to bicycles stored in the sheds.

E. The Board or Managing Agent shall have recourse to dispose of any bicycle that, in the judgement of a majority of the Board and the Managing Agent, appears to have been abandoned or is otherwise in violation of these Rules.

Article No. 7: Architectural Standards and General Maintenance

Section 7.1. General.

- A. No unit owner may make additions or alterations to the exterior structure of a unit without obtaining the prior written consent of the Board.
- B. The Board or the Managing Agent shall conduct at least once every five (5) years a Reserve Study, including analysis of the assets and infrastructure of the Property, for purposes of planning maintenance and replacement of Common Element and Limited Common Element items.
- C. The Board may enforce these Rules by any proceeding at law or in equity, including injunctive relief, and may hold an offending party responsible for attorneys' fees and costs incurred by the Association in any such proceeding.
- D. The Board may assess charges against any unit owner for any violation of the Bylaws or these Rules for which the owner or his family members, tenants, guests or other invitees are responsible.

Section 7.2. Conformity.

- A. The Board shall maintain a uniformity of appearance and structure throughout the Property to help protect property values and maintain a high quality of life in the community.
- B. The Board's consideration of any proposed alteration to the exterior of any unit or units shall include determinations of the following:
 - (1) Design Compatibility. A proposed alteration must be compatible with the architectural characteristics of surrounding units within the Property.
 - (2) Scale. The size and extent of a proposed alteration must relate to the adjacent structures, grounds, and surroundings.
 - (3) Materials. Continuity must be established by use of the same or compatible materials as were used originally in the structure, grounds and other facilities of the Common Elements.
 - (4) Aesthetics. Though a subjective value, a proposed alteration must be perceived as harmonious with and within the community.

(5) Maintainability. A proposed alteration must not significantly add to the maintenance requirements of the Common Elements.

(6) Property Values. The effect of the alteration must not diminish the property values of surrounding units or the community as a whole.

(7) Individual Rights. The right of individual unit owners to use and enjoy their units shall be recognized to the extent that a proposed alteration conforms to these Rules, the Bylaws, and applicable building codes.

Section 7.3. Community Colors.

A. The Board, through the Managing Agent, shall ensure the regular painting of all items on the Property, in colors pursuant to Exhibit B of these Rules, as follows:

- (1) The exterior of unit entry doors and associated door frames.
- (2) The exterior portion of window sills and frames; patio door frames.
- (3) Wood chimney boxes pursuant to Exhibit F of these Rules.
- (4) Window boxes.
- (5) Fascia boards along building roof lines.
- (6) Exterior ceilings above unit patios and entryways.
- (7) Wood handrails and porches, pursuant to Exhibit C of these Rules.
- (8) Metal railings.
- (9) Gutters and drain spouts.
- (10) Parking facilities, pursuant to Section 6 of these Rules.
- (11) Post Office boxes, pursuant to Section 7.
- (12) Address plates located adjacent to each unit entry door.

B. No unit owner shall paint or alter any Common Element or the exterior of the building, including the doors and windows, nor shall any unit owner paint or alter the exterior of any building, without the prior written consent of the Board.

Section 7.4. Foundations.

- A. The Association shall be responsible for the normal maintenance of the foundation of each unit, which shall include the original flooring installed with construction of each unit. Lower units that include a portion of a building's foundation are listed in Appendix C.
- B. Unit owners have permission to install new floorings, floor coverings or other such improvements without obtaining the advance consent of the Board.

Section 7.5. Structural Walls.

- A. The Association shall be responsible for the normal maintenance of the exterior structure walls for each building, the walls between each unit and the brick retaining walls, including concrete surfaces, on the Property.
- B. Unit owners shall not drill or make any holes of any kind in the brick exterior of any building without first obtaining the consent of the Board or the Managing Agent. Limited, reasonable use of nails or hooks for the purposes of hanging plants, windchimes or seasonal decorations may be permitted without the consent of the Board.
- C. From time to time the Board or the Managing Agent shall conduct power washing of portions of brick walls and other structural surfaces as necessary to ensure cleanliness, prevent mold buildup, and maintain the appearance of the Property.

Section 7.6. Roofs and Attics.

- A. The Association shall be responsible for the normal maintenance and replacement, as necessary, of the exterior roofs, including but limited to shingles, fascia boards and associated infrastructure, for each building. Units with roofing elements are listed in Appendix D.
- B. The Board or the Managing Agent shall retain such services as necessary to inspect each rooftop on an annual basis to ensure that such rooftop is free from defect or water leakage.
- C. Unit residents should not store such heavy items in attic spaces as may cause structural damage to the walls, ceilings or otherwise of a unit.

Section 7.7. Chimney Boxes; Window Boxes.

- A. The Association shall maintain all chimney boxes, as listed in Appendix E, as a Common Element item, in a common color pursuant to Appendix B, with similar trimming and woodwork, and in a manner which is consistent throughout the Property.

B. The Association shall maintain all window boxes, as listed in Appendix F, as a Common Element item, in a common color pursuant to Appendix B, with similar trimming and woodwork, and in a manner which is consistent throughout the Property.

C. Unit owners shall not install nails, nooks or other objects for purposes of hanging plants or other displays on the front or sides of any chimney box or window box. Unit owners shall not make any additions or alterations to any chimney box or window box.

D. The Board or the Managing Agent shall maintain chimney boxes and window boxes in such a manner which ensures there are no gaps between a box and the exterior of a building, including the rooflines, such that water, animals, pests or other items may penetrate into the interior of such box.

E. Chimney boxes shall also be maintained and inspected pursuant to the requirements of Section 10 of these Rules.

Section 7.8. Windows; Screen/Storm Windows.

A. The Association shall remain responsible for the maintenance, except for routine cleaning, of each unit's windows, unless otherwise determined by the Board. No unit owner shall paint or make any structural alteration to any window without the prior, written consent of the Board.

(1) Permission. A unit owner may request of the Board permission to change one or more windows, pursuant to Section 14 of these Rules.

(2) Window Frame and Sill Color. The frame encasing each window shall be painted in a common color chosen by the owner of the unit in which the window is located and pursuant to Appendix B. The frame and sill surrounding each window and attached to the building structure shall be painted in a common color pursuant to Appendix B of these Rules.

(3) Window Frame Composition. Window frames may be comprised of composites, fiberglass, metal vinyl or wood. The composition for a replacement window may be chosen by the owner of the unit for which the window serves.

(4) Window Size. The size of any replacement window must be the same as the original and shall not require any alterations to the surrounding window frame or sill.

(5) Window and Glass Style. All windows must be comprised of clear glass and may utilize single or double panes. Windows must be 100% transparent; fogged or stained glass is not permitted. French-styled windows are not permitted.

(6) Window Components. The Association shall maintain the proper functioning of the sliding window rollers, railways, handles, locks and security bars for each window.

B. Screen/Storm Window Replacements. Screen and storm windows shall be purchased, maintained and installed by the unit owners in their entirety.

(1) A unit owner does not need the permission or consent of the Board or the Managing Agent for the purchase or installation of a new screen/storm windows.

(2) The Board and the Managing Agent reserve the authority to ensure that screen/storm windows are maintained free from defect, including screen tears, and are painted pursuant to Section 7.8(B)(3).

(3) Each screen/storm window frame may be painted in a common color chosen by the owner of the unit for which the screen/storm window serves and pursuant to Appendix B.

(4) Unit owners may purchase composite, fiberglass, metal or vinyl screen or storm windows, provided that screen/storm windows must be plain-styled with no bars or a design patterns.

(5) Storm windows must be 100% transparent and may not utilize fogged or stained glass.

Section 7.9. Unit Entry Doors and Screen/Storm Doors.

A. The Association shall remain responsible for the maintenance, except for routine cleaning, of unit entry doors, unless otherwise determined by the Board. No unit owner shall paint or make any structural alteration to any unit entry door without the prior, written consent of the Board.

(1) Permission. A unit owner may request of the Board permission to change an entry door, pursuant to Section 14 of these Rules.

(2) Door Color. Each unit entry door shall be painted in a common color chosen by the owner of the unit for which the door serves and pursuant to Appendix B.

(3) Door Frame. The frame surrounding the doorways and attached to the building structure shall be painted in a common color pursuant to Appendix B.

(4) Door Composition. Unit entry doors may be comprised of composites, metal or wood. The composition for a replacement door may be chosen by the owner of the unit for which the entry door serves.

(5) Door Size. The size of any replacement door must be the same as the original and shall not require any alterations to the surrounding door frame.

(6) Door Trim and Paneling. The exterior of each unit entry door may be free from any trimwork or paneling, or may consist of square or rectangular shaped trimming or panels, either of which option may be chosen by the owner of the unit for which the door serves. If the unit entry door is purchased as a common expense, the Association shall repair or

replace door trim as necessary and with similar trim as may be available, and also as a common expense.

(7) Door Windows. Each unit entry door may consist of up to 30% of glass windows, except that no stained glass windows are permitted, window panes may be clear or fogged, and windows must be square- or rectangular-shaped.

(8) Door Components. The Association shall maintain the proper functioning of the door hinges for each unit entry door. Unit owners shall maintain the proper functioning of all other door components, including but not limited to door handles, door knobs, locks, peep holes and door bells; unit owners do not need permission or consent from the Board or the Managing Agent to alter or replace such door components.

B. Screen/Storm Door Replacements. Unit owners shall remain responsible, in all regards, for the maintenance of the screen/storm doors to their units. Screen doors and storm doors shall be purchased, maintained and installed by the unit owners in their entirety including but not limited to handles or knobs, locks and hinges.

(1) A unit owner does not need the permission or consent of the Board or the Managing Agent for the purchase or installation of a new screen/storm doors.

(2) The Board and the Managing Agent reserve the authority to ensure that such screen/storm doors are maintained free from defect, including rust, and are painted pursuant to Section 7.9(B)(3).

(3) Each screen/storm door frame may be painted in a common color chosen by the owner of the unit for which the screen/storm door serves and pursuant to Appendix B of these Rules.

(4) Unit owners may purchase composites, fiberglass, metal, vinyl or wood screen or storm doors with bars or a designed pattern on the front.

(5) Storm door windows must be 100% transparent and may not utilize fogged or stained glass.

Section 7.10. Patio/Balcony Doors and Screen/Storm Doors.

A. The Association shall remain responsible for the maintenance, except for routine cleaning, of each unit's patio/balcony doors, unless otherwise determined by the Board. No unit owner shall paint or make any structural alteration to any patio or balcony door without the prior, written consent of the Board.

(1) Permission. A unit owner may request of the Board permission to change an entry door, pursuant to Section 14 of these Rules.

(2) Color. The frame encasing each patio and balcony door shall be painted in a common color chosen by the owner of the unit in which the patio or balcony door is located and pursuant to Appendix B.

(3) Door Frame. The frame surrounding the patio/balcony doorways and attached to the building structure shall be painted in a common color pursuant to Appendix B.

(4) Patio/Balcony Door Composition. Patio/Balcony doors may be comprised of composites, fiberglass, metal, vinyl or wood. The composition for a replacement door may be chosen by the owner of the unit for which the patio/balcony door serves.

(5) Patio/Balcony Door Size. The size of any replacement door must be the same as the original and shall not require any alterations to the surrounding door frame.

(6) Style of Patio/Balcony Door. All patio/balcony doors must be sliding glass doors; either traditional French-styled or plain doors are permitted.

(7) Glass. Each patio/balcony door may utilize single- or double panes of clear glass.

(8) Patio/Balcony Door Components. The Association shall maintain the proper functioning of the sliding glass door rollers, railways and security bars for each unit entry door. Each unit owner shall maintain the proper functioning of door handles and locks; unit owners do not need permission or consent from the Board or the Managing Agent to alter or replace patio/balcony door handles and/or locks.

B. Patio/Balcony Screen/Storm Door Replacements. Screen doors and storm doors shall be purchased, maintained and installed by the unit owners in their entirety including but not limited to handles, locks and door rollers.

(1) A unit owner does not need the permission or consent of the Board or the Managing Agent for the purchase or installation of a new screen/storm doors for a patio/balcony.

(2) The Board and the Managing Agent reserve the authority to ensure that such screen/storm doors are maintained free from defect, including rust, and are painted pursuant to Section 7.10(B)(3).

(3) Each screen/storm door frame may be painted in a common color chosen by the owner of the unit for which the screen/storm door serves and pursuant to Appendix B of these Rules.

(4) Unit owners may purchase composite, fiberglass, metal, vinyl or wood screen or storm doors, except that patio/balcony doors must be plain-styled with no bars or a designed pattern.

(5) Patio/Balcony storm door windows must be 100% transparent and may not utilize fogged or stained glass.

Section 7.11. Patios; Front Stoops; Porches; Balconies; Landings

- A. No unit owner shall paint or make any structural alterations to any patio, front stoop, porch, balcony, or landing without the prior, written consent of the Board.
- B. The Association shall maintain elevated, wood-deck porches constructed as additions to upper units, as listed in Appendix G, including the painting of wood surfaces in a common color pursuant to Appendix B.
- C. From time to time the Board or the Managing Agent shall conduct power washing of the concrete or brick surfaces on a patio, front stoop, porch, balcony, or landing as necessary to ensure cleanliness, prevent mold buildup, and maintain the appearance of the Property.
- D. Unit owners or residents shall not store excessive amounts of items, objects or materials on their patio, front stoop, porch, balcony, or landing.
- E. Unit owners may not keep more than one (1) gas or charcoal grill in total in or around the front of their units, including the patio, front stoop, porch, balcony, or landing.
- F. The Association shall not be responsible for any damage or loss, by theft or any other means, of any items, objects or materials kept by any unit owner or resident on the patio, front stoop, porch, balcony, or landing of a unit.
- G. A reasonable number of hanging flower pots and windchimes may be attached underneath the roof of a front stoop, porch, balcony, or landing of a unit owner, provided that the attachments are properly maintained and do not cause damage through excessive weight or other means.

Section 7.12. Fencing; Metal and Wood Railings.

- A. All lower unit patios shall be enclosed by wood fencing, as listed in Appendix H, except that the Board may grant a waiver to a unit owner requesting an alteration or modification, provided that the waiver is lifted and the patio fencing is fully restored upon a change in ownership or the leasing of the unit.
- B. Gated entrances may be constructed for a lower unit's patio fencing at the request of the unit owner. Such gates, as listed in Appendix F, and gate components shall be maintained as a common expense.
- C. Each electric utility box shall be enclosed by wood fencing constructed at least three (3) feet from the box, except the side facing the utility box access panel shall include an access gate and shall be constructed at least ten (10) feet from the box.

- D. The Association shall maintain a wood fence along the exterior perimeter of the Property not including the sides along Dogwood Drive and Kenwood Avenue.
- E. All wood fencing on the Property shall be constructed and maintained in an architecturally uniform manner. The Board or the Managing Agent shall ensure that the installation and replacement of fence boards shall use galvanized screws for wood.
- F. All metal railings and associated metal components shall be painted pursuant to Appendix B maintained free from rust or other corrosion, and replaced as necessary by the Association.
- G. All wood railing pieces, normally located in the stairwells, along steps and atop metal railings, shall be painted pursuant to Appendix B, maintained and replaced as necessary by the Association.
- H. A reasonable number of hanging rail flower boxes, flower pot holders and up to one (1) flagpole holder may be attached by a unit owner to wood top rails or wood fencing in front of the owner's unit, provided that the attachments are properly maintained and do not cause damage through excessive weight or other means.

Section 7.13. Community Dumpsters.

- A. Community dumpsters shall be located in the corner of the parking lot at the intersection of Dogwood Drive and Kenwood Avenue, and shall be surrounded on the sides and back with fencing pursuant to Section 7.12.
- B. Signs shall be posted adjacent to the dumpsters stating that use of the dumpsters shall be reserved to residents and prohibiting the placement of trash on the ground.
- C. Unit residents shall observe trash and recycling guidelines as may be issued by the Board or the Managing Agent from time to time.
- D. The Board or the Managing Agent shall ensure the regular collection of trash from the community dumpsters and materials from the recycling bins.

Section 7.14. Storage Sheds.

- A. The Association shall maintain all storage sheds constructed by the Association on the Property as Reserved Common Elements, and shall do so in a manner which is architecturally consistent.
- B. The Board shall reserve one shed for the keeping of items necessary for maintenance of the Property, including but not limited to garden hoses, shovels and other tools, ladders, and spare trash cans, provided that at no time shall fuel or any flammable or otherwise combustible material

be stored in any shed.

C. The Board shall reserve other sheds for the storage of bicycles, subject to the terms identified in Section 6.8, and for other purposes as needed.

D. Copies of keys to storage sheds maintained on the Property shall be kept by the Board President, the Managing Agent, and such handyman as may be retained by the Association or the Managing Agent under Section 5.5(A)(2), and such unit residents who have been granted permission for regular use of a bicycle storage shed. The Managing Agent shall maintain a list of all individuals with keys.

Section 7.15. Sidewalks and Stairwells.

A. The Association shall maintain sidewalks and stairwells between units, within the Property and on the perimeter of the Property, except that replacement as needed of the sidewalk on the perimeter of the parking facilities, located along Dogwood Drive and Kenwood Avenue only, is performed by the City of Alexandria.

B. The sidewalks on the Property shall be of a similar material and appearance to the sidewalks located on the perimeter of the parking facilities.

C. The Board, through the Managing Agent, shall ensure all sidewalks on the Property, including on the perimeter of the parking facilities, and stairwells are cleared as necessary during inclement weather.

D. Unit owners or residents with children who draw with chalk on a sidewalk on any day are responsible for washing the sidewalk clean at the end of that day.

E. From time to time the Board or the Managing Agent shall conduct power washing of sidewalks, stairwells and other concrete surfaces as necessary to ensure cleanliness, prevent mold buildup, and maintain the appearance of the Property.

F. Unit residents shall not obstruct, in any way, the sidewalks on the Property at any time.

G. A wooden handrail shall be maintained adjacent to sidewalk steps with more than one (1) step, in a manner pursuant to Section 7.12(F).

Section 7.16. Gutters and Drain Spouts.

A. The Association shall maintain all gutters and drain spouts as a Common Element item. Unit owners shall not interfere with the normal positioning or functioning of a gutter or drain and shall alert the Board or the Managing Agent should a functional problem occur.

B. Gutters and drain spouts shall have a common color pursuant to Exhibit B. Replacements

when necessary shall be of a similar material unless otherwise determined by the Board.

C. The Board or Managing Agent shall such steps as necessary to ensure the regular inspection and cleaning of all gutters at least two (2) times year or, if applicable, gutter guards on a periodic basis.

D. The Board shall take such steps as necessary to ensure, where feasible, that water that exits a drain spout is funneled away from the associated building foundation in a manner that is as inconspicuous as is feasible.

Section 7.17. Storm Sewer Drains.

A. The Association shall maintain storm sewer drains located on the Property, including in the parking facilities and as listed in Appendix I, as follows:

(1) Storm sewer drains shall be kept clear of items or debris which block or otherwise impede the flow of water.

(2) Landscaping shall be maintained around storm sewer drains in a manner to minimize erosion, ensure proper functioning, and enhance the aesthetic appearance of the area.

B. Unit residents shall not dispose of trash or debris of any sort in storm sewer drains located on the Property. Violations will be subject to applicable City of Alexandria and Commonwealth of Virginia ordinances, regulations and laws.

Section 7.18. Lights; Electric Utilities.

A. Exterior Unit Lights. Each exterior light which is affixed to the building in front of a unit and serves that unit is the sole responsibility and liability, including installation, maintenance, replacement if necessary, and electricity required to operate the light, of the owner for that unit. Furthermore:

(1) The Association is not responsible for performing the proper maintenance of, for installation or replacement of, or for any damage which may be caused to an exterior light which serves a unit, unless such damage is caused by a failure in the Common Elements and the Board consents to the maintenance, repair or replacement of such light.

(2) Each unit owner is required to ensure that the exterior light or lights attached to and serving that unit is properly maintained and functioning.

(3) For a unit exterior light which has not been properly maintained, the Board and Managing Agent shall reserve the authority to enforce this requirement and, after providing at least seven (7) days written notice to the unit owner, may perform maintenance, a repair or a replacement at sole cost and liability to the unit owner.

(4) Any exterior unit light purchased and installed by a unit owner must meet the following requirements:

- (a) The color of the light fixture must be black, brown or antique brass.
- (b) The maximum dimensions of the light fixture in its entirety are 6" wide by 12" high, with a maximum extension from the building of 7".
- (c) Motion sensing lights are permitted and encouraged.
- (d) The light bulb must be white or soft white only.

B. Building Lights. The Association may install and maintain additional exterior community lights which may be affixed to a building, as listed in Appendix J. The costs for installation, maintenance, replacements as necessary and electricity required of the lights shall be a common expense.

C. Exterior Night Lights. Neither the Association nor unit owners may alter, modify or otherwise interfere with exterior night lights located on the Common Elements of the Property, as listed in Appendix J. Either the Managing Agent or any unit owner may report an outage or improperly functioning light to Virginia Dominion Power. The costs for electricity service requirements for the exterior night lights shall be a common expense; however the costs for repairs and replacements of the lights are the responsibility of Virginia Dominion Power.

D. Street Lights. Neither the Association nor unit owners may alter, modify or otherwise interfere with street lights located on the Common Elements along Dogwood Drive and Kenwood Avenue. The Board, the Managing Agent, or any unit owner may report an outage or improperly functioning light to Virginia Dominion Power, which bears responsibility for the costs for repairs and replacements.

E. Electric Utility Boxes. Neither the Association nor unit owners may alter, modify or otherwise interfere with electric utility boxes located on the Common Elements of the Property. Maintenance and repairs shall be addressed as follows:

- (1) Problems with a unit's electric service shall be reported directly to the unit's electricity service provider by the unit owner or resident.
- (2) Problems not affecting a unit and reported to the Board or the Managing Agent shall be reported to the appropriate electric service provider by the Managing Agent.
- (3) The Association shall perform or maintain landscaping around electric utility boxes to enhance the aesthetic appearance of the area and to maintain conformity with surrounding units, provided that:
 - (a) Fencing shall be maintained pursuant to Section 7.12(B).

(b) mulch or other ground coverings shall not be placed in such a manner as to interfere with the proper functioning of any electric utility box.

(4) The costs for repairs to electric utility boxes and service lines to each unit shall be a common expense.

Section 7.19. Heating, Ventilation, and Air Conditioning Systems.

A. The installation, maintenance and replacement, as necessary, of heating, ventilation, and air conditioning (HVAC) systems, including components located outside of the units, is the sole responsibility of unit owners. The Association shall not be liable for damage or lack of proper maintenance caused to any component of any HVAC system which is located in the Common Elements.

B. The exterior components of each unit's HVAC system must be placed within the Limited Common Elements and in the closest proximity to that unit possible, and in a manner that does not impede the proper operation and functioning of the HVAC system of neighboring units.

C. Unit owners may install simple, same-sized replacements of HVAC systems serving their units without the advance consent of the Board. Unit owners must secure approval from the Board through the Managing Agent for the replacement of exterior HVAC components in the following instances:

(1) such replacement requires an alteration or modification of a building structure or other Common Element,

(2) the replacement entails installation of a larger-sized component, or

(3) the replacement potentially may interfere with the operation and function of the HVAC system of an adjacent unit.

D. The Association shall perform or maintain landscaping around exterior air conditioning components to enhance the aesthetic appearance of the area and to maintain conformity with surrounding units, provided that:

(1) Bushes, shrubs or any other landscaping shall be maintained with at least one (1) foot of clearance on all sides of each component.

(2) mulch or other ground coverings shall not be placed in such a manner as to interfere with the proper functioning of any air conditioner.

Section 7.20. Ducts and Heating Vents.

A. Ducts and heating vents serving a unit are the responsibility of the unit owner to properly maintain, including the performance of regular inspections.

B. A unit owner must notify the Board or the Managing Agent if the replacement of a duct or heating vent, or any component thereof, requires an alteration or modification to a building structure or any portion of the Common Elements; the Board must consent to such alteration or modification.

C. The Board or the Managing Agent shall maintain the Common Elements, including but not limited to rooftops and landscaping, in a manner which shall not interfere with the proper functioning of unit ducts and heating vents.

D. The Association may organize, from time to time, a group discounted service on behalf of unit owners seeking inspections of dryer vents, and may pay for such service provided that the Association is fully reimbursed by all unit owners requesting such service.

Section 7.21. Telecommunications.

A. Telephone Utility Boxes. Neither the Association nor unit owners may alter, modify or otherwise interfere with telephone utility boxes located on the Common Elements of the Property. Maintenance and repairs shall be addressed as follows:

(1) Problems with a unit's telephone service shall be reported directly to the unit's telephone service provider by the unit owner or resident.

(2) Problems not affecting a unit and reported to the Board or the Managing Agent shall be reported to the appropriate telephone service provider by the Managing Agent.

(3) The Association shall perform or maintain landscaping around telephone utility boxes to enhance the aesthetic appearance of the area and to maintain conformity with surrounding units, provided that:

(a) Bushes, shrubs or any other landscaping shall be maintained with at least one (1) foot of clearance on all sides of each utility box.

(b) mulch or other ground coverings shall not be placed in such a manner as to interfere with the proper functioning of any utility box.

B. Exterior Cable Housing Boxes. Neither the Association nor unit owners may alter, modify or otherwise interfere with exterior cable housing boxes located on the Common Elements, which generally appear in the form of a box affixed near the ground at the end of each building, a green cylindrical-shaped box placed in the ground in an alcove of each lower unit, or a small rectangular box placed in the ceiling of an alcove of each lower unit. Maintenance and repairs shall be addressed as follows:

(1) Problems with a unit's cable television service shall be reported directly to the unit's cable service provider by the unit owner resident.

(2) Problems not affecting a unit and reported to the Board or the Managing Agent shall be reported to the appropriate cable service provider by the Managing Agent.

(3) The Association shall perform or maintain landscaping around exterior cable housing boxes to enhance the aesthetic appearance of the area and to maintain conformity with surrounding units, provided that:

(a) Bushes, shrubs or any other landscaping shall be maintained with at least one (1) foot of clearance on all sides of each exterior cable housing box.

(b) mulch or other ground coverings shall not be placed in such a manner as to interfere with the proper functioning of any exterior cable housing box.

C. Satellite dishes, television antennae, and wireless cable antennae. In accordance with the 1996 Telecommunications Act and Federal Communications Commission regulations, unit residents are permitted to install satellite dishes and antennae, provided that:

(1) No satellite dish or antennae may be placed on the grounds in the Common Elements.

(2) A satellite dish or antennae may be placed on the roof of a unit's building with prior approval from the Board such that the dish or antennae is placed in a manner that is not easily visible from the ground.

(3) A satellite dish or antennae installation must be performed in a professional manner meeting applicable City of Alexandria building, zoning and safety codes.

(4) Satellite dishes in excess of one (1) meter are prohibited.

(5) A community satellite dish may be installed by the Association on each building for common use by the residents of units located within the building, with costs for installation and maintenance to be a common expense.

D. Exterior Satellite and Cable Wires. Exterior satellite or cable television wires of any kind shall not hang loosely in the front of units. A unit owner or resident with satellite or cable television is responsible for ensuring associated exterior wires are snugly affixed to building surfaces as appropriate.

Section 7.22. Postal Boxes.

A. The Board shall have authority only to repaint the exterior frame of the two (2) postal boxes located on the Property, as this infrastructure is owned by the U.S. Postal Service.

B. No notices, flyers, posters, or announcements of any kind may be taped or otherwise attached to the postal boxes.

C. Broken locks or other maintenance problems shall be forwarded to the local postmaster of the United States Post Office for response and remedy.

Section 7.23. Community Bulletin Boards.

A. Community bulletin boards, each to include appropriate lighting, plexiglass cover and lock, shall be maintained adjacent to each of the two (2) postal boxes on the Property. The purchase, installation and maintenance of community bulletin boards shall be a common expense.

B. The President, the Secretary and the Managing Agent shall each keep keys for access to the community bulletin boards.

C. Use of community bulletin boards shall be limited as follows:

(1) Community bulletin boards shall be reserved for purposes of communications and announcements from and to the Association, the Board and the Managing Agent relating only to official matters involving the Association. No unit owner or Board member shall use the bulletin boards for personal causes.

(2) Unit owners shall have recourse to petition to the Board or the Managing Agent to post announcements on the community bulletin boards which the Board or the Managing Agent may determine to be relevant to Association business or interests.

Section 7.24. Signs.

A. The Board or the Managing Agent shall post and maintain signs as follows:

(1) In the parking facilities pursuant to Section 6.

(2) An address plate adjacent to each unit entry door designating the address for that unit.

(3) Affixed to each building of the Property, a directional sign providing the addresses of units located in the building.

(4) Adjacent to the community trash dumpsters stating that use of the dumpsters is reserved for residents only and prohibiting the placement of trash on the ground, pursuant to Section 7.13(C).

(5) Adjacent to each exterior water spigot, as determined by the Board, stating that use of the spigot is reserved for residents only and that trespassers will be prosecuted, pursuant to Section 9.2(F).

(6) Neighborhood security watch signs, pursuant to Section 12.2(A).

(7) "Private Property" and "No Trespassing" signs as determined appropriate by the Board and pursuant to Section 12.2(A).

B. Unit owners or residents may not post any sign on the exterior of a unit or in the Common Elements without the prior written consent of the Board.

(1) A unit owner or resident shall have recourse to request of the Board or the Managing Agent permission to post a sign; such permission, if granted, may be revoked at any time by the Board

(2) Temporary real estate signs shall be limited to one (1) such sign per unit and a reasonable number of small directional signs, all of which must be removed within seven (7) days of the sale of the unit.

(3) The Board or the Managing Agent shall have authority to remove and dispose of any sign in violation of these rules, at sole cost to the owner of the sign.

Section 7.25. Seasonal Decorations.

A. No Association funds may be spent on seasonal decorations or displays.

B. An individual unit resident is permitted to hang seasonal decorations, without Board approval and provided that:

(1) Seasonal decorations must be appropriate to the season.

(2) Seasonal decorations do not emit noise or cause nuisance to other residents.

(3) Seasonal decorations are attached so as not to mar or otherwise damage the finish or any structure of the Common Elements.

(4) Seasonal decorations are limited to areas immediately surrounding the resident's main entry door and windows.

(5) Seasonal decorations may only be displayed for a period extending three (3) weeks before to three (3) weeks after a recognized holiday.

(6) Seasonal decorations shall not be permitted to obstruct access to common areas and may be relocated as necessary without notice from the Board or the Managing Agent.

Article No. 8: Grounds and Landscaping

Section 8.1. Maintenance.

A. The Association shall be responsible for maintenance of the Property grounds and the community landscape in their entirety, including but not limited to all grass areas, sidewalks, pathways, and mulched and planted areas in all locations outside the units and adjacent to the parking facilities.

B. To preserve the cleanliness of the grounds, the aesthetic appearance of the landscape and the health of the trees, shrubs and other plantings on the Property, the Board or the Managing Agent shall retain services as follows:

(1) A handyman for the performance of regular maintenance, minor repairs and janitorial duties on the Property.

(2) A professional grounds maintenance service for regular lawn mowing, mulching, hedging of bushes and shrubs, and such other landscaping services as determined by the Board.

(3) A professional arboricultural service for the regular care of the trees and foliage in the Property.

C. Trees, shrubs, plantings, mulch and other landscape elements shall be maintained in a manner that:

(1) shall ensure at least one (1) foot of clearance around all air conditioning units and all utility boxes located on the ground or affixed to a building;

(2) shall not cover a sidewalk or otherwise impede traffic on a sidewalk, stairwell or other paved surface;

(3) shall not interfere or obstruct the flow of water from a drain spout or a storm sewer;

(4) shall not interfere with the proper functioning of any utility box or utility service line of any kind;

(5) shall not permit bushes or shrubs to exceed three (3) feet in height; and

(6) shall not be permitted to grow on, onto or into any building structure or fencing in a manner which may cause damage to a common element, including but not limited to the growth of ivy onto a brick surface, a tree into a roofline or gutter, a bush or shrub into a window or a fence.

Section 8.2. Conformity.

A. The grounds and the community landscape shall be maintained in a manner that is generally consistent in appearance and quality throughout the Property to help property values and maintain a high quality of life in the community.

B. The Board's consideration of any proposed alteration to the exterior of the community landscaping shall include determinations of the following:

(1) Compatibility. A proposed alteration must be compatible with the characteristics of the surrounding landscape within the Property.

(2) Scale. The size and extent of a proposed alteration must relate to the adjacent structures, grounds, and surroundings.

(3) Materials. Continuity must be established by use of the same or compatible foliage, plantings, flowers, mulch and other materials, pursuant to Appendix I.

(4) Aesthetics. Though a subjective value, a proposed alteration must be perceived as harmonious with and within the community.

(5) Maintainability. A proposed alteration must not significantly add to the maintenance requirements of the Common Elements.

(6) Property Values. The effect of the alteration must not diminish the property values of surrounding units or the community as a whole.

(7) Individual Rights. The right of individual unit owners to use and enjoy their units shall be recognized.

C. Plants, shrubs and trees approved for placement and maintenance on the grounds of the Property shall be listed in Appendix K.

Section 8.3. Limitations.

A. No changes, alterations, additions to or removal of any portion of the community landscape shall be undertaken without the consent of the Board, except that:

(1) Perennial and seasonal flower beds already located within the mulched and planted areas in the front of a unit may be replaced without obtaining the consent of the Board.

(2) Reasonable new accent planting by each unit resident is encouraged including foundation planting around the resident's unit, border planting along the sidewalk immediately in front of the unit, and planting in existing flower beds in front of the unit.

(3) Such reasonable accent planting by a unit resident in the Common Elements become the property of the Association and may be maintained or removed by the Association even if planted at the expense of the resident.

B. Vegetable and fruit gardens are not permitted in the community landscape areas.

C. Shrubs pursuant to Appendix K may be planted to serve as a screening element around an air conditioner and exterior cable housing boxes on the ground, provided that the shrubs in their entirety, including branches and leaves, shall not be permitted to grow within one foot of the air conditioner.

D. Ceramic potted plants will generally be permitted provided the following conditions are met:

(1) The total number visible from a public street shall be limited to a reasonable number in the sole judgement of the Board.

(2) The height or width of pots do not exceed thirty inches (30").

(3) Pots are located within the front porch area or on mulched areas in front of unit windows.

(4) Pots are not blocking sidewalks or entryways for pedestrian access.

(5) Pots are arranged and maintained in a reasonable fashion.

(6) Pots with dead plants must be removed or the plants replaced by the owner.

(7) Empty pots are not permitted.

E. Plastic or wood ornamentations will not be allowed on community grounds with the exception of seasonal decorations, pursuant to Section 7.25. Examples of plastic ornamentation shall include but are not limited to "pink flamingos", gnomes or decorative carts.

F. Bird baths and figurines not exceeding thirty inches (30") in height are permitted in the defined areas of owners' front yards, porches or windows; permitted colors include black, brown, white, green and earth tones. However, owners or residents must perform regular maintenance, shall not permit such items to become havens for mosquitoes or other pests, and must remove broken figurines expeditiously.

G. Landscape lighting along garden areas and walkways is allowed as follows:

(1) Landscape lighting should be no closer than three feet (36") on center.

(2) No landscape lighting is permitted along the street side sidewalks of the Property.

(3) Permitted colors for landscape lighting fixtures are black, brown, white, green and earth tones.

(4) All landscape wiring must be buried and discrete and should not present a hazard to pedestrians or to grounds maintenance personnel.

(5) Landscape lighting and associated wiring must be maintained in good working condition or must be removed expeditiously by owners.

Article No. 9: Water Issues

Section 9.1. Water Service and Maintenance.

A. The Association shall secure water service as necessary for each unit, exterior water spigot and fire hydrant on the Property. Such water service shall be a common expense.

B. The Association shall be responsible for the maintenance, in all regards, of water infrastructure in the Common Elements and up to and including the point of entry for each building, normally located in each lower unit of each building on the Property. The Board or the Managing Agent shall maintain a schematic of such water infrastructure to help identify and locate water control valves as needed.

C. For each lower unit that may include on the interior a water control valve which controls the flow of water to that unit and to the two (2) upper units located above that unit, the Association shall also be responsible for the water infrastructure and associated plumbing up to and including the control valve.

D. For each lower end unit which may include on the interior a water control valve which controls the flow of water to an exterior spigot attached to the outer building wall of that unit, as listed in Appendix L of these Rules, the Association shall also be responsible for the water infrastructure and associated plumbing extending from and including the interior water control valve to and including the exterior water spigot.

E. Each unit owner shall be responsible for the maintenance, in all regards, of water infrastructure inside the owner's unit and which serves that unit, including but not limited to all plumbing and associated components relating to the unit water control valve, water heater, water pressure regulator, bathroom faucets, toilets, kitchen sink faucets, dishwasher, washing machine waterlines and drainpipe, and floor drain adjacent to the air conditioner/heat pump.

F. For each upper unit in which a portion of the plumbing and associated components serving only that unit is partially located in a lower unit beneath that unit, the owner of the upper unit shall also be responsible for the maintenance and proper functioning of the plumbing and associated components in their entirety including the portion located in the lower unit. The owner or resident of the lower unit shall not interfere in any manner with the proper functioning of the plumbing and associated components serving the upper unit without the consent of the owner of the upper unit. Examples in which these circumstances may arise include but are not limited to the following:

(1) The first floor toilet plumbing of an upper unit may protrude through the ceiling of the lower unit's kitchen and is hidden by cabinetry or a soffit.

(2) A drainpipe from an upper unit may extend vertically through a partial wall located between the lower unit's dining and living rooms.

G. The Board or the Managing Agent shall coordinate with Virginia American Water as necessary for purposes under this Section.

Section 9.2. Exterior Spigots.

A. The Association shall maintain, in all regards, exterior water spigots located adjacent to lower end units on the Property as listed in Appendix L.

B. The Association shall maintain a hose reel, attached to the building wall, and a garden hose at each location of an exterior water spigot. Such hose reels and garden hoses shall be the property of the Association.

C. Exterior water spigots and associated hoses shall be available for use by residents generally from April 1st until November 1st of each year, provided that:

(1) The Board or the Managing Agent shall take such measures as necessary, including providing written notices, to ensure that each unit owner or resident with an exterior water spigot control valve located inside the unit, as listed in Appendix L, turns on or off the flow of water accordingly.

(2) Such a unit owner who fails to turn off the flow of water to an exterior water spigot for the winter season, after receiving a notice from the Board or Managing Agent, shall be held fully responsible for all costs including but not limited to repairs and attorneys fees should associated plumbing burst or otherwise be damaged during freezing weather.

D. Water service at the exterior spigots shall be a common expense; residents should not engage in wasteful practices. Upon completion of use of a water spigot, residents should ensure the water is completely turned off and should rewind the hose around the hose reel.

E. Permitted use of exterior water spigots includes but is not limited to car washing in a designated location of the parking facilities, pursuant to Section 6, and the watering of grass, plants and foliage as needed.

F. Signs shall be posted as necessary, as determined by the Board, stating that use of an exterior water spigot is reserved for residents only and that trespassers will be prosecuted.

Section 9.3. Water Leaks and Repairs.

A. Liability. The Association shall not be liable for any failure of water supply, or for injury or damage to person or property caused by the elements or by the unit owner of any unit, or any other person, or resulting from 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.

B. Determination. Upon discovery of a water leak or penetration into a unit, the unit owner or

resident must first attempt to make a determination of the source of and responsibility for a leak. The unit owner may consult with a Board member, the Managing Agent, a plumber or other repairman in making this determination, and if applicable must provide to the Board or the Managing Agent notification of potential damage to other units or the Common Elements as expeditiously as possible.

C. Leak From a Common Element. Upon a determination that a water leak is caused by a failure in a Common Element,:

(1) The unit owner experiencing the water leak should contact the Board or the Managing Agent as expeditiously as possible.

(2) The Board or the Managing Agent shall take steps as necessary to resolve the leak as expeditiously as possible.

(3) The Board or the Managing Agent may elect to perform repairs to return a unit to its original condition, including the replacement and repainting of drywall, but pursuant to the Bylaws such repairs shall not include unit owner improvements, betterments or personal property; unit owners or residents are encouraged to maintain homeowners' or renters' insurance.

(4) Examples in which these circumstances may arise include but are not limited to the following:

(a) A burst pipe or rupture in the plumbing serving an exterior water spigot may cause water penetration in the lower end unit which houses the water control valve for the spigot. The unit owner will normally observe water pooling on the floor below the point on the interior of the building from where the exterior spigot is located. The Board, Managing Agent and end unit owners, as listed in Appendix L, shall seek to avoid this situation by ensuring that all water control valves for exterior spigots are properly turned off during cold weather, pursuant to Section 9.2(C).

(b) A misdirected drain spout, located in the front of an upper unit, may result in water running down the side of the building, from which it can seep and pool into the lower unit located beneath, during heavy rain. The problem may not be apparent to the upper unit owner but will appear to the lower unit owner as limited flooding along the back wall with no apparent source. The Board or Managing Agent shall seek to avoid this situation by ensuring that all drain spouts are properly aligned, pursuant to Section 7.16(D).

(c) A misdirected drain spout, located in front of a lower unit, may result in water collecting in enormous quantities on the front stoop during heavy rains. Such a water problem will be obvious and may impede access to the unit. The Board or

Managing Agent shall seek to avoid this situation by ensuring that all drain spouts are properly aligned, pursuant to Section 7.16(D).

(d) A gap between a chimney box or window box and the exterior wall or roofline outside any upper unit may allow water penetration into the upper unit during normal to heavy rain; the owner of the upper unit may observe water tricking in around a window sill or bubbling through the wall on the opposite side from the defect. The Board or Managing Agent shall seek to avoid this situation by ensuring that all junctions between chimney boxes and exterior walls and rooflines, and between window boxes and exterior walls and rooflines, are properly sealed, pursuant to Section 7.7(D).

(e) A failure in the rooftop of an upper unit may cause water to penetrate into the upper unit during normal to heavy rain; the unit owner may observe a discoloration or a vertical streak of water appearing on the ceiling of the unit's top floor. The Board or Managing Agent shall seek to avoid this situation by ensuring regular inspections of rooftops, pursuant to Section 7.6(B).

D. Leak From a Separate Unit. Upon determination that a water leak inside a unit is caused by a failure from water infrastructure, plumbing or other item located in or serving a separate unit and not by failure of a Common Element,:

(1) The unit owner experiencing the water leak should contact the owner of the separate unit and make arrangements for repair and reimbursement for costs of damage.

(2) The owner of the unit causing the water leak should act as expeditiously as possible to resolve the leak and to remedy any damage that may have been caused to another unit owner or to any Common Element. Should the flow of water continue unabated, the unit owner causing the water leak should consider shutting off the water control valve for the unit until such time that the services of a plumber or repairman may be secured.

(3) Such unit owners involved in a unit-to-unit water leak shall be encouraged to review their homeowners' or renters' insurance policies for any applicable assistance.

(4) Such unit owners involved in a unit-to-unit water leak shall not need to notify the Association unless a Common Element item has been damaged or impacted in any way; in such instance the Board or the Managing Agent shall be contacted as expeditiously as possible.

(5) If involved or contacted in any way, the Board and the Managing Agent shall not expend Association funds and shall instead refer the unit owner experiencing the water leak to the unit owner causing the leak, except that:

(a) The Board or the Managing Agent may assist the unit owner experiencing the water leak in contacting the unit owner causing the leak.

(b) The Board or the Managing Agent may take such steps as necessary to secure access to a unit causing a water leak, pursuant to Section 9.4.

(c) The Board or the Managing Agent may take such steps as necessary if such water leak is causing damage to a Common Element.

(6) Examples in which these circumstances may arise include but are not limited to the following:

(a) A rupture in plumbing for a first-floor toilet in an upper unit may cause significant water penetration into the lower unit located beneath the upper unit, in which case the water leak may not be visible to the upper unit owner. The lower unit owner may observe water appearing through the ceiling in many locations throughout the unit.

(b) A leak or drip from the water pressure regulator located by an upper unit's water heater may cause significant water penetration into the lower unit located beneath the upper unit, in which case the water leak may not be visible to the upper unit owner. The lower unit owner may observe water dripping from a single location or in many locations through the ceiling of a unit.

(c) A leak in a water line servicing an upper unit's water heater, washing machine, bathroom faucets, kitchen faucets or dishwasher may cause significant water penetration into the lower unit located beneath the upper unit. Such water spillage will usually be apparent to the upper unit owner, who should assume that the water will leak into the lower unit located beneath the unit. The lower unit owner may observe water appearing through the ceiling in many locations throughout the unit.

(d) An overflow of the drain pan or a clog in the drain line serving an air conditioner/heat pump for an upper unit may cause a limited but visible water trickling into the lower unit located beneath the upper unit. Such water spillage will usually appear as a small pool of water collecting around the base of the air conditioner/heat pump and may not be readily apparent to the upper unit owner. All unit owners should try to avoid this situation by properly maintaining the drain pans and drain lines serving air conditioners/heat pumps.

D. Leak From Within a Unit. Upon determination that a water leak inside a unit is caused by a failure from water infrastructure, plumbing or other item located inside that unit and which serves only that unit, the unit owner shall be responsible, in all regards, for ensuring repairs are completed to resolve the leak as expeditiously as possible and for any damage which may have resulted to that or any other unit or to any Common Element item. The unit owner shall not need to notify the Association of the leak unless damage has been caused to any Common Element item.

Section 9.4. Access and Enforcement.

A. The Board and the Managing Agent, or any person authorized by the Board or the Managing Agent, reserve the right to access any unit to inspect or correct any condition, including water leaks or an unreasonable and unabated flow of water from any source, originating in the unit or in a Common Element to which access is obtained through the unit and which threatens another unit or the Common Elements, provided that:

(1) Requests for entry shall be made in advance, and any such entry shall be at a time reasonably convenient to the unit owner.

(2) In case of any emergency, such right of entry shall be immediate, whether or not the unit owner is present. The Board or the Managing Agent may obtain the assistance of the Alexandria Fire Department or the Alexandria Police Department as necessary.

B. The Board may enforce these Rules by any proceeding at law or in equity, including injunctive relief, and may hold an offending party responsible for attorneys' fees and costs incurred by the Association in any such proceeding.

C. The Board may assess charges against any unit owner for any violation of the Bylaws or these Rules for which the owner or his family members, tenants, guests or other invitees are responsible.

Section 9.5. Insurance Deductible.

A. If the Managing Agent determines the cause of the damage to the unit originated from the common elements and was not due to the negligence, misuse or neglect of an owner, the Association will bear responsibility for the remedial work, and, if applicable, the payment of the deductible.

B. If the Managing Agent determines that the cause of the damage to the unit did not originate from the common elements, the Managing Agent shall review whether the cost of the repairs is below the amount of the deductible; if so, the Managing Agent shall notify the Unit Owner that the Association does not bear responsibility for the cost of the repairs.

C. If the Managing Agent determines that the cause of the damage to the unit did not originate from the common elements, but that the cost of the repairs is likely to exceed the amount of the deductible, the Managing Agent shall determine whether the cause of the damage was due to the negligence, misuse or neglect of the unit owner who sustained the damage or some other unit owner. If so, the Managing Agent shall notify the responsible unit owner of his/her determination in writing. The notice shall inform the responsible unit owner of:

(1) The Managing Agent's responsibility to file an insurance claim,

(2) The unit owner's responsibility to pay the deductible, and

(3) The responsible unit owner's right to request a hearing within fifteen (15) days of receipt of the notice.

D. If the unit owner does not request a hearing in accord with the applicable requirements, the Association shall automatically assess the amount of the deductible against the account of the unit owner and provide written notice to the unit owner.

E. If the unit owner requests a hearing in accord with the applicable requirements, the Board will schedule a hearing and notify the unit owner in writing of the date, time, and place. Should the Board conclude after the hearing that the unit owner should bear responsibility for payment of the deductible, the Association shall assess the amount of the deductible against the account of the responsible unit owner's account and provide notice to the unit owner of the Board's decision.

Article No. 10: Fire-Related Issues

Section 10.1. Fire Safety Requirements and Liability.

A. All unit owners and residents shall abide by all applicable City of Alexandria and Commonwealth of Virginia fire codes, regulations, ordinances and laws relating to the use of fireplaces, outdoor charcoal or gas grills, and fireworks or other pyrotechnic displays.

B. The Board or the Managing Agent shall maintain a blanket, “all-risk” form policy of fire insurance with extended coverage, vandalism, malicious mischief, debris removal and water damage endorsements, insuring the entire Property, provided that:

(1) Unit owners and residents are responsible for securing their own homeowners’, renters’, and/or personal property insurance coverage. Insurance coverage obtained by the Association or the Board shall not include furniture, wallcoverings, improvements and additions, furnishings or other personal property supplied or installed by unit owners or residents.

(2) The deductible on such insurance policy shall be a common expense, except that if the cause or damage to or destruction of any portion of the Property originated in or through a unit or any component thereof, without regard to whether the unit owner was negligent, the Association or Board may assess any deductible amount against such unit owner.

C. Unit residents shall observe fire safety guidelines as may be issued by the Board or the Managing Agent from time to time.

D. Window bars, which have been identified as impediments to potential fire escape routes, shall not be permitted over any unit windows.

E. The Board or the Managing Agent shall maintain landscaping in such a manner as not to restrict access to or from the gate of any unit’s patio fencing.

Section 10.2. Chimneys and Fireplaces.

A. All chimneys on the Property are included as part of the Limited Common Elements of the Property. Units with associated chimneys and fireplaces are listed in Appendix E.

B. The Association is responsible for ensuring the proper functioning and routine maintenance of all chimneys, including but not limited to the exterior wood framed chimney boxes, ceiling support boxes, chimney piping, hampers, and the tiling which comprises the floor, side walls and back walls for each fireplace. The Board or the Managing Agent shall coordinate with a unit owner for securing reasonable access to the unit in the event that a repair must be performed. Routine maintenance and repair costs shall be a common expense.

C. The Board and the Managing Agent shall take such steps as necessary to ensure the inspection of all chimneys during every even-numbered year (i.e 2000, 2002, 2004, etc). Unit owners are required to provide access to their units for the purposes of conducting chimney inspections, provided that the Board or the Managing Agent provide at least ten (10) days written notice specifying the purpose, date and time that access is required. Such inspections shall be a common expense.

D. Each unit owner with a fireplace is responsible for the routine cleaning of the fireplace and for sweeping of the associated chimney, at the expense of the unit owner. However, the Board and the Managing Agent have authority to ensure that unit fireplaces are cleaned, either on a routine basis or as necessary for the performance of a chimney inspection, at the expense of the unit owner.

E. Prior to conducting any structural repairs or alterations to any chimney box, the Board or the Managing Agent shall confer with the City of Alexandria Fire Marshall and other entities as appropriate to obtain any permit that may be required.

Section 10.3. Outdoor Grills.

A. Residents may not operate or use a charcoal or gas grill in such a fashion as to cause a nuisance to other residents, either with smoke or unsafe operation of the grill.

B. Residents using a charcoal or gas grill shall not block common area sidewalks.

C. Residents using a charcoal or gas grill on any part of the Common Elements must properly, completely and safely dispose of any remaining charcoal, ashes or other debris when finished.

D. The Board or the Managing Agent shall have the right to inspect at any time any charcoal or gas grill stored, maintained or operated in the Common Elements, and to take such actions as may be necessary including but not limited to:

(1) Sending or posting a written notice to alert a grill owner to an unsafe condition.

(2) Removal and disposal of a gas tank found leaking and unable to be repaired.

(3) Referral to local fire code and law enforcement authorities.

Section 10.4. Enforcement.

A. Unit owners are responsible for ensuring their family members, tenants, guests and/or visitors abide by these Rules, including the providing of access to a unit as may be necessary under this Section.

B. Local and State fire code and law enforcement authorities have permission to enter onto the

Property at any time as necessary and without advance notice.

C. The Board or the Managing Agent may refer unit owners or residents in violation of these Rules to local and State fire code and law enforcement authorities as appropriate. The Board or the Managing Agent may also refer complaints from unit owners or residents appropriately.

D. The Board may enforce these Rules by any proceeding at law or in equity, including injunctive relief, and may hold an offending party responsible for attorneys' fees and costs incurred by the Association in any such proceeding.

E. The Board may assess charges against any unit owner for any violation of the Bylaws or these Rules for which the owner or his family members, tenants, guests or other invitees are responsible.

Article No. 11: Pet, Animal and Pest Control

Section 11.1. General.

- A. Residents must abide by all City of Alexandria and Commonwealth of Virginia ordinances, regulations and laws relating to pets and animal control. Local and State law enforcement and animal control authorities have permission to enter onto the Property at any time as necessary and without advance notice.
- B. It is against State law to maliciously kill, disfigure or poison animals, whether in the Common Elements or as pets kept in units or. It is also against State law to overload, torture or cruelly beat any animal.
- C. Unit owners and residents shall have recourse to appeal to the City of Alexandria Police Department and to the Board or the Managing Agent regarding complaints about pets and animal control.
- D. Unit owners are responsible for ensuring their family members, tenants, guests and/or other visitors abide by these Rules and Regulations.
- E. For purposes of these Rules, “Animal Control” shall refer to the City of Alexandria Police Department’s Animal Control/Protection division.

Section 11.2. Keeping of Pets.

- A. With the exception of orderly domestic pets, the maintenance, keeping, boarding and/or raising of animals, livestock or reptiles of any kind, regardless of number, is prohibited.
- B. Unit residents are permitted to keep up to two orderly domestic pets, such as dogs, cats and/or caged birds, and a reasonable number of fish. Residents desiring to keep more than two pets must submit a request to the Board in writing; the Board should consider the request at its next meeting.
- C. No pet or fish shall be maintained for breeding or other commercial purposes.
- D. State law mandates that all dogs and cats adopted from a shelter must be spayed or neutered.
- E. All pets which may leave their respective units must be inoculated as required by City of Alexandria or Commonwealth of Virginia ordinances, regulations or laws.
- F. All pets must be humanely treated with proper food, water, shelter, and exercise.
- G. Pets must not frequently and habitually make loud and objectionable noises or be kept in

such a manner as to cause unsanitary conditions.

H. Unit owners or residents whose pet bites any person must notify Animal Control.

I. The owner of any pet which has died is responsible for having the body properly disposed. No animals of any kind may be buried in the Common Elements or deposited in the community trash dumpsters.

J. Pet owners are fully responsible for any property damage or personal injury caused by their pets. Any owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each individual unit owner and resident free and harmless from any loss, claim or liability of any kind or character whatsoever arising from the keeping or maintaining the pet on the Property.

Section 11.3. Pets, Animals and Pests in the Common Elements.

A. For pet owners:

(1) It is against State law to allow animals kept as pets to trespass on, destroy or damage another person's property.

(2) Dogs not inside a unit must be restrained by a dependable leash and controlled by a responsible person.

(3) Cats not inside a unit ordinarily need not be leashed, but shall not be allowed to be a nuisance. The Board reserves the right to declare a particular cat a nuisance and to require that the offending cat be restrained by a dependable leash and controlled by a responsible person when not inside a unit.

(4) Pets may not be exercised within the Property, and instead should be walked along the outside perimeter of the property on Dogwood Drive and Kenwood Avenue between the perimeter sidewalks and the street curb only.

(5) Barking, howling, or other noisy disturbance by pets which causes annoyance to any resident is not permitted.

(6) Pets may not urinate or leave excreta on or in the grass, shrubs or other plantings, the parking facilities, public walkways or within twenty-five (25) feet of any building in the Property. Pet owners are responsible for the removal and proper disposal of excreta deposited by their pets anywhere on the Property.

(7) Any damage caused by any pet, including harm to grass, shrubs or other plantings on the Property, must be restored or compensated for at the expense of the responsible pet owner.

B. For animals not maintained as pets:

(1) Residents may not trap and relocate wild animals on the Property; instead, the sighting of wild animals should be reported to Animal Control immediately and to either the Board or the Managing Agent.

(2) The Association shall be responsible for the removal of rodents, racoons, opossums, and such other small undomesticated animals that may come into the Common Elements. Residents observing such animals should report to either the Board or to the Managing Agent.

(3) Unit owners and residents shall be responsible for the removal of rodents and normal household pests that may be found inside their units. However, the Board may authorize payment for removal or treatment costs should it be demonstrated that the infestation is a direct result of the failure or other problem of a Common Element item.

(4) Bird nests shall not be permitted in gutters, chimneys, dryer vents, attic vents or other locations that may result in damage of any kind to the Common Elements or to the Property. Residents may not remove or relocate bird nests, but instead should report to the Board or Managing Agent.

(5) Bird feeders are not permitted.

C. For pests, the Board or the Managing Agent should take such steps as necessary and as expeditiously as possible to remove and prevent conditions which lead to infestations of termites, carpenter ants, mosquitoes, wasps and other such insects which may cause damage to the Property or harm to residents. Such regular maintenance actions should include, but are not limited to, the following:

(1) Annual testing and monitoring for termites in the Common Elements.

(2) Keeping gutters and drain spouts clean and flat roofs drained of free standing pools of water.

(3) Removal of wasp or hornet nests when found or reported.

(4) Proper maintenance of the landscaping, foliage and plantings on the Common Elements.

(5) Removal of refuse from the grounds and collection of trash from the community dumpsters.

D. Any vehicle operator who strikes an animal in the parking facilities should stop, render assistance as soon as possible and report the injury or death to the animal's owner, if applicable. If the owner cannot be identified, the accident should be reported to Animal Control.

E. Any unit owner or resident with knowledge of a wild or domestic animal which has bitten a human or other animal should report the event to Animal Control and to the Board or the Managing Agent.

Section 11.4. Enforcement and Removal Actions.

A. The City of Alexandria Police Department and Animal Control are responsible for the enforcement of City and State ordinances, regulations and laws that address animal control and cruelty to animals. The Board or the Managing Agent may refer unit owners or residents with complaints appropriately.

B. Animal Control is authorized to pick up dogs unleashed and at large, and may pick up other animals that pose a public nuisance or threaten public safety or health.

C. Nuisance noise caused by pets should be reported by residents to the City of Alexandria Police Department. The Board and/or the Managing Agent may refer unit owners or residents with complaints appropriately.

D. Pet owners found in violation of Section 11.3(A)(6) are subject to a General District Court appearance and associated fines under Alexandria's City Code.

E. Pets that cause injury to any person or other animal on the Property, continuously disturb residents, or cause damage to a resident's property or to the Common Elements may be permanently banned from the Common Elements.

F. Bird feeders that are not maintained in the manner under Section 11.3(B)(5) may be removed, provided that the Board or the Property Management has provided written notice of the rules violation and provided the responsible owner at least five (5) days to correct the deficiency.

G. The Board may enforce these Rules by any proceeding at law or in equity, including injunctive relief, and may hold an offending party responsible for attorneys' fees and costs incurred by the Association in any such proceeding.

H. The Board may assess charges against any unit owner for any violation of the Bylaws or these Rules for which the owner or his family members, tenants, guests or other invitees are responsible.

I. The Board or the Managing Agent shall take such actions as necessary to ensure the removal of wild animals and pests, pursuant to the Rules in Sections 11.3(B) and 11.3(C), whether by referral to Animal Control or by directly securing the services necessary to accomplish the removal and enforcement action.

Article No. 12: Security

Section 12.1. Alexandria Police Department.

- A. Unit owners witnessing illegal or criminal activities should report directly to 9-11 or to the City of Alexandria Police Department as appropriate. Subsequently unit owners should provide a report to the Board or the Managing Agent to help ensure community awareness and vigilance.
- B. State and local law enforcement representatives shall have the authority to enter into the Property at any time and as needed.
- C. The Board shall maintain a regular liaison with the City of Alexandria Police Department, who shall be invited to attend all regular Board meetings to provide an update on security and criminal activity in the area and to respond to concerns of the Board or members of the Association.

Section 12.2. Security Measures.

- A. Neighborhood watch, "Private Property," "No Trespassing" and such similar signs may be placed in locations as appropriate in the Common Elements by the Board or the Managing Agent.
- B. The Board or the Managing Agent shall take such measures as necessary to ensure all exterior community lights within the Property, including in the parking facilities, remain operating and provide adequate lighting in the common areas, pursuant to Section 7.18.
- C. Unit owners are encouraged to purchase and install motion sensor lights for their exterior unit lights, pursuant to Section 7.18(A)(4).
- D. Unit owners shall be solely responsible for proper maintenance of the locking mechanisms to their unit entry doors and screen/storm doors.
- E. The Association shall be responsible for properly maintaining the locking mechanisms for windows and for patio and balcony doors.
- F. The Association shall ensure that bushes and shrubs on the Property do not exceed three (3) feet in height, pursuant to Section 8.1(C)(5) and at the recommendation of the City of Alexandria Police Department, as a security precaution.

Section 12.3. Liability.

- A. Unit owners and residents are encouraged to maintain insurance coverage as appropriate, including but not limited to homeowners' insurance, tenants' insurance or automobile insurance.

B. The Association shall not be liable for any loss of or damage to vehicles, by theft or otherwise, that are operated or parked in the parking facilities. The Association shall not be liable for any loss of or damage to unit owners' personal items which are stored in the Common Elements.

Section 12.4. Noise.

A. Residents must abide by all City of Alexandria and Commonwealth of Virginia ordinances, regulations and laws relating to noise control. Local law enforcement authorities have permission to enter onto the Property at any time as necessary and without advance notice.

B. The Board or the Managing Agent may refer unit owners or residents with complaints appropriately to the City of Alexandria Police Department.

Article No. 13: Unit Improvements

Section 13.1. General.

- A. The Board shall be obliged to respond to any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in or to such unit owner's unit within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed structural addition, alteration or improvement.
- B. Any unit owner undertaking a structural alteration or modification to a unit, or any such work as consented to by the Board, must comply with all local building codes and permitting requirements, and shall pay in entirety the costs necessary to secure such approvals. Should such applications require execution by the Association, and provided consent has been granted by the Board, then the application shall be executed on behalf of the Association by the President or Vice President of the Board without incurring any liability on the part of the Board or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.
- C. Any unit owner undertaking a structural alteration or modification to a unit, or any such work as consented to by the Board, shall be solely liable for any damage to the Common Elements or to any other unit that may occur because of construction, alterations, additions, improvements or drilling. The Association may take whatever remedial action it deems appropriate, including legal action. All costs and expenses, including reasonable attorneys' fees, shall be charged to and pay by an offending unit owner.
- D. Construction materials shall not be stored on the Common Elements under any circumstance without permission of the Board or the Managing Agent.
- E. Construction and remodeling are permitted during normal business hours only.
- F. Contractors hired by a unit owner for any purpose shall observe the parking rules of the community, pursuant to Section 6.
- G. The Board may enforce these Rules by any proceeding at law or in equity, including injunctive relief, and may hold an offending party responsible for attorneys' fees and costs incurred by the Association in any such proceeding.
- H. The Board may assess charges against any unit owner for any violation of the Bylaws or these Rules for which the owner or his family members, tenants, guests or other invitees are responsible.

Section 13.2. Interior Alterations Within A Unit.

A. A unit owner may make alterations or improvements to the interior of unit, without obtaining the consent of the Board, provided that such alterations do not penetrate or otherwise break a wall, ceiling or floor between separate units, or which impairs the structural integrity of any structure or otherwise lessens the support of any portion of the condominium.

B. A unit owner making alterations or improvements in a unit shall do so in such manner as shall not unreasonably disturb or interfere with other unit owners or residents.

Section 13.3. Interior Alterations Between Units.

A. No unit owner shall make any structural alteration to the interior of unit which may penetrate or otherwise break a wall, ceiling or floor between separate units, or which impairs the structural integrity of any structure or otherwise lessens the support of any portion of the condominium, without the prior, written consent of the Board. However,:

(1) Should a unit owner acquire an adjoining unit, then such unit owner shall have the right to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the part that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element other than that partition is damaged, destroyed, or endangered. Such creation of doorways or other apertures shall not be deemed an alteration of boundaries between units.

(2) Any unit owner who has acquired an adjoining unit, and desires to remove all or any part of any intervening partition or to create doorways or other apertures therein, shall be obliged to provide forty-five (45) days written notice to the Board and shall meet all other applicable requirements under this Section of the Rules.

B. Subject to the approval of any Mortgagee of such affected units, the Board and any unit owner affected, any unit may be subdivided or may be altered so as to relocate the boundaries between such unit and any adjoining units, provided that the unit owner requesting such change abide by requirements of Title 55.1 of the Virginia Code and pay all costs necessary of the Association to effect such changes to boundaries, plats and plans as may be necessary.

C. Before a unit owner may undertake such work as consented to by the Board, the unit owner must provide to the Board or the Managing Agent an insurance certificate naming the Association as an additional insured party, and must agree to pay any deductible which may be required of the Association.

D. A unit owner undertaking such work as consented to by the Board must provide a work schedule to the Board or the Managing Agent which details the starting and completion dates for the project and must identify and provide contact information for any contractor who shall perform such work.

Section 13.4. Exterior Alterations.

A. No unit owner shall paint or alter any Common Element or the exterior of the building, including the doors and windows, nor shall any unit owner paint or alter the exterior of any building, without the prior written consent of the Board.

B. Painting. A unit owner may obtain permission to repaint the entry door, patio or balcony doors, or windows of a unit in a common color, pursuant to Appendix B, from the Board at any time.

C. Windows. A unit owner may replace the windows of the unit, pursuant to the architectural standards as provided in Section 7.8, at any time provided that:

(1) Such unit owner must first submit a written request to the Board which includes the color, style, dimensions and specifications for replacement of the windows. Pursuant to Section 13.1(A), the Board shall be obliged to respond within forty-five (45) days, failure to do so within the stipulated time shall constitute a consent by the Board to the unit owner's proposal.

(2) Such unit owner may identify a preferred contractor for installation of replacement windows; however the Association shall perform the work. Upon the Board's consent to the unit owner's proposal, and after receiving payment pursuant to Section 13.4(C)(3), the Board through the Managing Agent shall execute any contract necessary and agreeable to the unit owner for such installation as expeditiously as possible.

(3) Such unit owner shall provide the Association advance payment of the estimated amount required for installation of the replacement windows. Such payment shall be subtracted from the expenses actually incurred upon completion of the installation, and the unit owner shall be assessed for the remaining amount.

(4) The Association may maintain any such warranty on such replacement windows and their installation and shall continue to be responsible for the windows.

D. Unit Entry Doors. A unit owner may replace the entry door of the unit, pursuant to the architectural standards as provided in Section 7.9, provided that:

(1) Such unit owner must submit a written request to the Board which includes the color, style, dimensions and specifications for replacement of the entry door. Pursuant to Section 13.1(A), the Board shall be obliged to respond within forty-five (45) days, failure to do so within the stipulated time shall constitute a consent by the Board to the unit owner's proposal.

(2) Such unit owner may identify a preferred contractor for installation of a replacement entry door; however the Association shall perform the work. Upon the Board's consent to the unit owner's proposal, and after receiving payment pursuant to Section 13.4(D)(3), the Board through the Managing Agent shall execute any contract necessary and agreeable to

the unit owner for such installation as expeditiously as possible.

(3) Such unit owner shall provide the Association advance payment of the estimated amount required for installation of the replacement entry door. Such payment shall be subtracted from the expenses actually incurred upon completion of the installation, and the unit owner shall be assessed for the remaining amount.

(4) The Association may maintain any such warranty on such replacement entry door and their installation and shall continue to be responsible for the entry door..

E. Patio and Balcony Doors. A unit owner may replace the patio or balcony doors of the unit, pursuant to the architectural standards as provided in Section 7.10, provided that:

(1) Such unit owner must submit a written request to the Board which includes the color, style, dimensions and specifications for replacement of the patio or balcony doors. Pursuant to Section 13.1(A), the Board shall be obliged to respond within forty-five (45) days, failure to do so within the stipulated time shall constitute a consent by the Board to the unit owner's proposal.

(2) Such unit owner may identify a preferred contractor for installation of replacement patio or balcony doors; however the Association shall perform the work. Upon the Board's consent to the unit owner's proposal, and after receiving payment pursuant to Section 13.4(E)(3), the Board through the Managing Agent shall execute any contract necessary and agreeable to the unit owner for such installation as expeditiously as possible.

(3) Such unit owner shall provide the Association advance payment of the estimated amount required for installation of the replacement patio or balcony doors. Such payment shall be subtracted from the expenses actually incurred upon completion of the installation, and the unit owner shall be assessed for the remaining amount.

(4) The Association may maintain any such warranty on such replacement patio or balcony doors and their installation and shall continue to be responsible for the patio or balcony doors.

Article No. 14: Lease or Sale of a Unit

Section 14.1. Lease of a Unit.

- A. Any unit owner who leases a unit on the Property shall abide by all applicable landlord-tenant laws, regulations and ordinances of the Commonwealth of Virginia and the City of Alexandria.
- B. Pursuant to Article XIII, Section A of the Terrace Town Houses of Beverly Hills Amended Master Deed, the Board is authorized to waive, on an individual case basis, the requirement that initial lease terms be for a period of not less than twelve (12) months. However, to ensure compliance with eligibility requirements under the U.S. Veterans Administration Loan Guarantee Program:
- (1) The Board shall waive, without exception, the minimum initial lease restriction of twelve (12) months whenever so requested by a unit owner, and shall require, without exception, that the minimum initial lease restriction not exceed six (6) months.
 - (2) Any changes to the policy set forth by this Section of the Rules shall require the prior written consent of the Veterans Administration to the proposed change.
- C. Any lease for a unit on the Property shall include, in writing, statements that:
- (1) A lessee must comply with these Rules and the Bylaws.
 - (2) Failure to comply with the Rules or the Bylaws shall constitute a default under the lease.
 - (3) The Board has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five (45) days prior written notice to the unit owner, in the event of a default by the tenant in the performance of the lease.
- D. Any unit owner who leases a unit on the Property shall, promptly following the execution of the lease, forward a conformed copy thereof to the Board or the Managing Agent, along with appropriate contact information for the lessee, pursuant to Section 2.3(B).
- E. Any unit owner who leases a unit on the Property shall provide to the lessee of the unit a copy of these Rules and the Bylaws.
- F. Any unit owner seeking to lease a unit on the Property may ask of the Board permission to post rental signs pursuant to Section 7.24. Such signs may be posted only with the consent of the Board.

G. Any unit owner who leases a unit on the Property is responsible for ensuring that the tenant is provided with copies of these Rules and the Bylaws.

Section 14.2. Sale of a Unit.

A. Resale Certificates:

(1) A unit owner seeking to sell a unit on the Property shall be obligated to obtain a Resale Certificate, substantially in the form of Exhibit A to the Bylaws, and provide it to the purchaser of a unit. The Association, the Board and the Managing Agent shall have no obligation to deliver the resale certificate to the purchaser of a unit.

(2) The Association, through the Managing Agent, shall furnish the Resale Certificate, substantially in the form of Exhibit A to the Bylaws, upon the written request of any unit owner upon fourteen (14) days of the request. The Managing Agent reserves the right to charge fees at the market rate or as established by state law for documents and services provided at the request of the individual owners. The fee for such disclosure statements shall not exceed that set under state statute and shall normally be payable by the unit owner at the time of the request.

(3) Should the unit not sell, the unit owner is required to provide the next prospective purchaser with a new Resale Certificate at the original cost, unless the original statement was kept by the seller.

(4) A purchaser who, upon purchase of a unit in the property becomes a new member of the Association, shall be required to pay a fee to the Association for the purposes of updating the Resale Certificate. This fee shall normally be collected at settlement for the real estate transaction in which the unit is conveyed to the purchaser.

B. Any unit owner seeking to sell a unit on the Property may ask of the Board permission to post sale signs pursuant to Section 7.24. Such signs may be posted only with the consent of the Board and must be removed seven (7) days after the sale of such unit.

C. Either the Board or the Managing Agent, upon receipt of information that a unit has been sold, shall ensure that the new unit owner, who is a new member of the Association, is provided with copies of these Rules, the Bylaws, and any Welcome Packet as may be compiled by the Board as expeditiously as possible.

APPENDIX A

Parking Assignments

Kenwood Avenue

Unit - Space

1601 - 57
1603 - 58
1605 - 61
1607 - 62
1609 - 55
1611 - 53
1613 - 54
1615 - 52
1617 - 51
1619 - 60
1621 - 50
1623 - 63
1625 - 48
1627 - 56
1629 - 49
1631 - 47
1633 - 42
1635 - 44
1637 - 59
1639 - 46
1641 - 45
1643 - 43
1645 - 40
1647 - 39
1649 - 66
1651 - 68
1653 - 70
1655 - 67
1657 - 64
1659 - 69
1661 - 71
1663 - 72

Kenwood Ave, Cont'd

Unit - Space

1665 - 74
1667 - 65
1669 - 76
1671 - 77
1673 - 80
1675 - 86
1677 - 85
1679 - 73
1681 - 75
1683 - 79
1685 - 78
1687 - 81
1689 - 82
1691 - 83
1693 - 84
1695 - 87
1697 - 88
1699 - 89
1701 - 90

Dogwood Drive

Unit - Space

1700 - 34
1702 - 36
1704 - 33
1706 - 29
1708 - 32
1710 - 31
1712 - 41
1714 - 37

Dogwood Dr, Cont'd

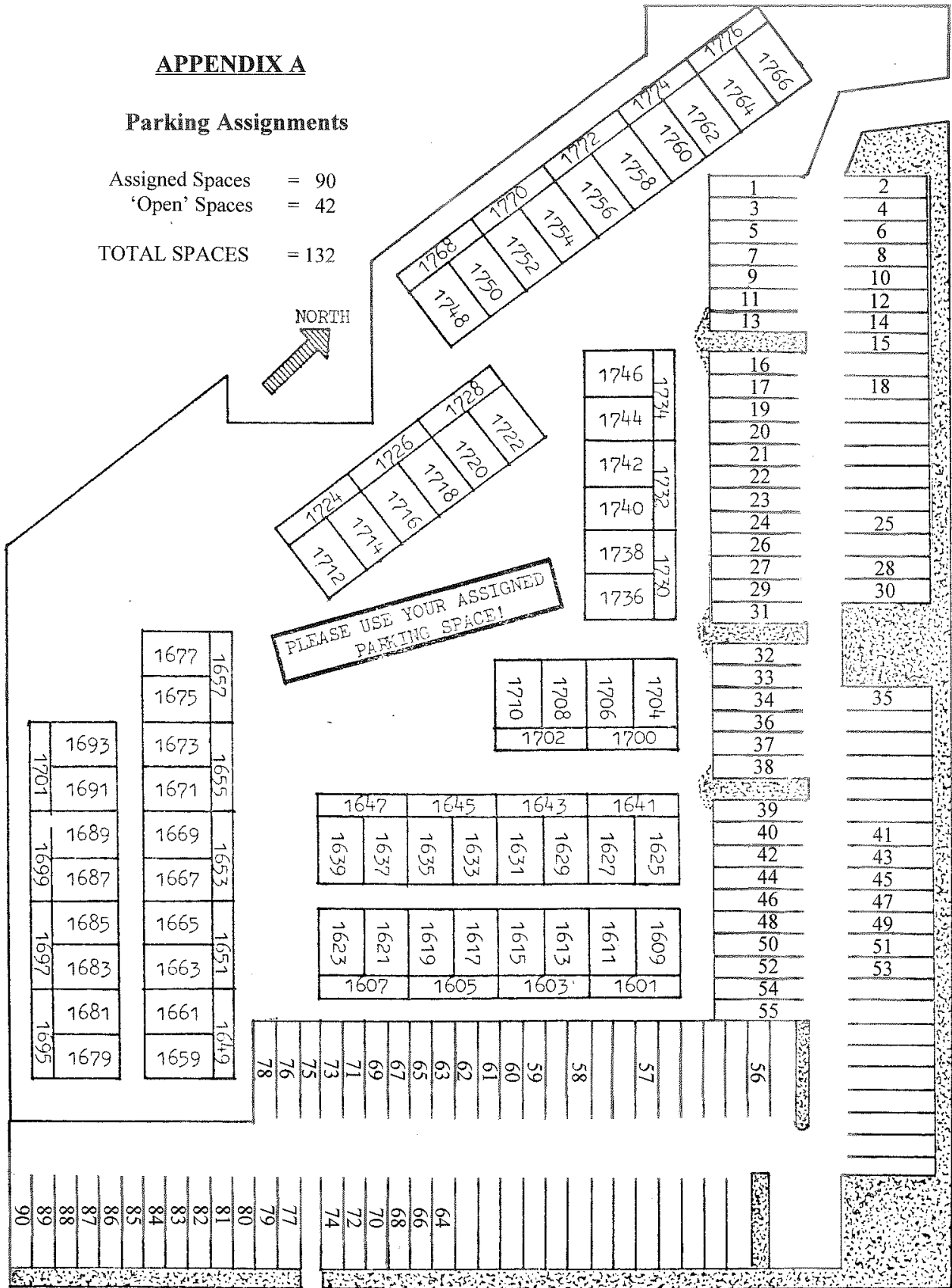
Unit - Space

1716 - 35
1718 - 30
1720 - 25
1722 - 28
1724 - 38
1726 - 3
1728 - 27
1730 - 22
1732 - 21
1734 - 20
1736 - 24
1738 - 26
1740 - 17
1742 - 23
1744 - 19
1746 - 18
1748 - 14
1750 - 15
1752 - 12
1754 - 13
1756 - 10
1758 - 16
1760 - 5
1762 - 8
1764 - 4
1766 - 6
1768 - 11
1770 - 9
1772 - 7
1774 - 2
1776 - 1

APPENDIX A

Parking Assignments

Assigned Spaces = 90
 'Open' Spaces = 42
TOTAL SPACES = 132



PLEASE USE YOUR ASSIGNED PARKING SPACE!

KENWOOD AVE.

DOGWOOD DR.

APPENDIX B

Approved Community Colors

Element:	Color:
Unit entry doors	White Red Green Brown Blue
Frames for windows, screen windows, storm windows, screen doors, storm doors and balcony/patio door frames	Black Brown Beige
All wood surfaces	Beige
Metal railings	Black
Parking lot speed bumps, curbs in no-parking zones	Yellow Red
Parking lot space lines, "RESERVED" stencils	White
Parking lot space numbers	Black on White

APPENDIX C

Units with Building Foundations

Kenwood Avenue

Unit
1601
1603
1605
1607
1641
1643
1645
1647
1649
1651
1653
1655
1657
1695
1697
1699
1701

Dogwood Drive

Unit
1700
1702
1724
1726
1728
1730
1732
1734
1768
1770
1772
1774
1776

APPENDIX D

Units with Roofing Elements

Kenwood Avenue Units

1609 – Mansard Roof	1661 – Mansard Roof
1609 – Elevated Porch: Shed Roof	1663 – Mansard Roof
1611 – Gable Roof	1665 – Gable Roof
1613 – Gable Roof	1665 – Front Stoop: Shed Roof
1613 – Front Stoop: Shed Roof	1667 – Gable Roof
1615 – Mansard Roof	1667 – Front Stoop: Shed Roof
1617 – Gable Roof	1669 – Mansard Roof
1617 – Front Stoop: Shed Roof	1671 – Mansard Roof
1619 – Mansard Roof	1673 – Gable Roof
1621 – Mansard Roof	1675 - Mansard Roof
1623 – Gable Roof	1677 – Gable Roof
1623 – Front Stoop: Shed Roof	1677 – Front Stoop: Shed Roof
1623 – Elevated Porch: Shed Roof	1679 – Mansard Roof
1625 – Gable Roof	1679 – Front Stoop: Shed Roof
1625 – Front Stoop: Shed Roof	1681 – Gable Roof
1625 – Elevated Porch: Shed Roof	1683 – Gable Roof
1627 – Mansard Roof	1683 – Front Stoop: Shed Roof
1629 – Mansard Roof	1685 – Mansard Roof
1631 – Gable Roof	1687 – Gable Roof
1631 – Front Stoop: Shed Roof	1687 – Front Stoop: Shed Roof
1633 – Mansard Roof	1689 – Mansard Roof
1635 – Gable Roof	1691 – Mansard Roof
1635 – Front Stoop: Shed Roof	1693 – Gable Roof
1637 – Gable Roof	1693 – Front Stoop: Shed Roof
1639 – Mansard Roof	
1659 – Shed Roof	
1659 – Front Stoop: Shed Roof	
1659 – Elevated Porch: Shed Roof	

Storage Shed (Adjacent to 1701 Kenwood Avenue) – Shed Roof

(Continued)

APPENDIX D (Cont'd)

Units with Roofing Elements

Dogwood Drive Units

1704 – Mansard Roof	1740 – Gable Roof
1704 – Elevated Porch: Shed Roof	1740 – Front Stoop: Shed Roof
1706 – Gable Roof	1742 – Mansard Roof
1706 – Front Stoop: Shed Roof	1744 – Mansard Roof
1708 – Gable Roof	1746 – Shed Roof
1710 – Mansard Roof	1746 – Front Stoop: Shed Roof
1710 – Elevated Porch: Shed Roof	1746 – Elevated Porch: Shed Roof
1712 – Gable Roof	1748 - Shed Roof
1712 – Front Stoop: Shed Roof	1748 – Front Stoop: Shed Roof
1712 – Elevated Porch: Shed Roof	1750 - Mansard Roof
1714 – Mansard Roof	1752 - Mansard Roof
1716 – Gable Roof	1754 - Gable Roof
1716 – Front Stoop: Shed Roof	1754 – Front Stoop: Shed Roof
1718 – Mansard Roof	1756 – Mansard Roof
1720 – Mansard Roof	1758 – Gable Roof
1722 – Shed Roof	1758 – Front Stoop: Shed Roof
1722 – Front Stoop: Shed Roof	1760 – Mansard Roof
1722 – Elevated Porch: Shed Roof	1762 – Gable Roof
1736 – Shed Roof	1762 – Front Stoop: Shed Roof
1736 – Front Stoop: Shed Roof	1764 – Mansard Roof
1738 – Mansard Roof	1766 – Gable Roof
	1766 – Front Stoop: Shed Roof

APPENDIX E

Units with Chimney Boxes / Fireplaces

Kenwood Avenue

Unit
1601
1607
1611
1615
1617
1619
1621
1627
1629
1631
1633
1637
1641
1647
1649
1657
1661
1665
1667
1669
1673
1675
1679
1681
1683
1687
1689
1691
1693
1701

Dogwood Drive

Unit
1700
1702
1706
1708
1710
1714
1716
1718
1720
1724
1728
1730
1734
1738
1740
1742
1744
1750
1754
1756
1758
1762
1764
1766
1768
1776

APPENDIX F

Units with Window Boxes

Kenwood Avenue

Unit
1611
1613
1623
1625
1635
1637
1639
1661
1663
1671
1673
1675
1677
1679, front
1679, side
1681
1685
1691

Dogwood Drive

Unit
1708
1714
1720
1738
1744
1750
1756
1764
1766

APPENDIX G

Units with Elevated Porches

Kenwood Avenue

1609
1623
1625
1659

Dogwood Drive

1704
1710
1712
1722
1746

APPENDIX H

Units with Patio Fencing and Gates

Kenwood Avenue

1601
1603 *
1605 *
1607 *
1641
1643 *
1645
1647
1649 *
1651
1653
1655
1657
1695
1697
1699
1701

Dogwood Drive

1700
1702
1724
1726
1728
1730
1732 *
1734
1768
1770
1772 *
1774
1776

* = Unit fencing includes a gate

APPENDIX I

Location of Storm Sewers

1. Adjacent to 1766 Dogwood Drive
2. In Front of 1728 Dogwood Drive
3. In Front of 1724 Dogwood Drive
4. Adjacent to 1647 Kenwood Avenue
5. In Front of 1645 Kenwood Avenue
6. Parking Lot - Adjacent to the Dogwood Drive Entrance
7. Parking Lot - Behind the Community Dumpsters
8. Parking Lot - Adjacent to the Kenwood Avenue Entrance

APPENDIX J

Locations of Exterior Community Lights (Maintained by Virginia Dominion Power)

Kenwood Avenue

Location - Light

1601 - #7, XN23
1603 - #4574, XN12
1605 - #2274, XN01
1607 - #32774, WN91
1631 - #4574, XN02
1639 - #51674
1643 - #21375
1645 - #21775
1647 - #21375
1657 - #51674
1669 - #43074, WN61
1675 - #43074, WN62
1685 - #42274, WN81
1695 - #2274, WN89
1697 - #2274, WN79
1699 - #43074, WN60

Dogwood Drive

Location - Light

1700 - #51675
1708 - #51674
1728 - #21375
1730 - #51672
1732 - #51674
1740 - #51674
1746 - #51674
1766 - #51674
1768 - #51474
1770 - #517
1774 - #51474
1776 - #51474

Locations of Building Lights (Affixed to Unit Buildings)

1. Adjacent to 1657 Kenwood Avenue / Side of 1677 Kenwood Avenue
2. Side of 1693 Kenwood Avenue / Above 1701 Kenwood Avenue
3. Backside of 1748 Dogwood Drive / Above 1768 Dogwood Drive
4. Side of 1766 Dogwood Drive / Adjacent to 1776 Dogwood Drive

APPENDIX K

Approved Plants, Shrubs and Trees

Plants

Common perennials
Common seasonal flowers

Shrubs

Blue Maid Holly
Dwarf Nandina
Red tipped photina
Cherry Laurel
Inkberry
Burberry
Hicks Yew
Viburnum – Mohawk
Dwarf Chinese Holly

Trees

Serviceberry
Japanese Maple
Kousa Dogwood
Honey Locust
Dragon Lady Holly
American Holly
Crape Myrtle

APPENDIX L

Units with Exterior Water Spigot Infrastructure

Kenwood Avenue

Unit
1601
1607
1641
1647
1649
1657
1695
1701

Dogwood Drive

Unit
1700
1702
1724
1728
1730
1734
1768
1776