FAIRLINGTON VILLAGES,
A CONDOMINIUM ASSOCIATION

HANDBOOK

TENTH EDITION | JULY 2024

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Fairlington Villages Handbook
Tenth Edition
Fairlington Villages, A Condominium Association
3001 South Abingdon Street
Arlington, VA 22206
www.fairlingtonvillages.com
Phone: 703-379-1440

MAPS
Fairlington Villages Site Plans, Arlington, Virginia; Facility Engineering Associates, P.C.; 2017.

PHOTOGRAPHY THANKS TO
Management Office, unless specified otherwise.

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WELCOME

This Handbook contains information about your home, condominium management, and the amenities and resources available in the Fairlington Villages community. Whether you are an owner or a tenant, we hope you find Fairlington Villages living enjoyable and rewarding.

Condominium ownership offers unique rights and advantages, and it also carries certain responsibilities. The success of Fairlington Villages and the financial appreciation of your investment depend upon your active participation in condominium affairs.

We encourage owners and tenants to participate in our community by taking part in Association activities, joining committees, and providing input to the Board of Directors. Unit owners can be involved in our community governance by becoming elected members of the Board. Whatever your talents, our thriving community aims to offer a level of participation to suit the diverse interests of our residents.

This edition is organized to help you find the information you need quickly and easily. To that end, we have a section of "**Frequently Asked Questions**" on page 11 and an updated "**Chart of Maintenance Responsibilities**" on page 15 at the front of the book. This tenth edition includes several new policies in the "**Rules**" section, such as "**Balconies**" on page 51, "**Egress Windows and Window Wells**" on page 59, "**Noise**" on page 70, "**Parking**" on page 71, "**Pets**" on page 75, and "**Variance Requests**" on page 83.

We urge all new residents to read this Handbook in its entirety to help you become familiar with our vibrant community, its governance, and Association affairs.

Thank you for choosing Fairlington Villages as your home.

The Board of Directors
Fairlington Villages, A Condominium Association
July 2024

CONTACTS

Management Office

Office	3001 S. Abingdon St. Arlington, VA 22206
Hours	Monday through Friday: 8:30 a.m.–5:30 p.m. Saturday: 9 a.m.–2 p.m.
Staff	Gregory Roby, general manager, groby@fairlingtonvillages.com Oscar Giron, administrative manager, ogiron@fairlingtonvillages.com Miguel Galvez, facilities manager, mgalvez@fairlingtonvillages.com Mark Johnson, operations manager, mjohnson@fairlingtonvillages.com Victoria Gomillion, office administrator, vgomillion@fairlingtonvillages.com Oneyda Campos, office administrator, ocampos@fairlingtonvillages.com
Phone	703-379-1440
Website	www.fairlingtonvillages.com
Facebook	Fairlington Villages (North Fairlington)
Twitter	@NFairlington
TownSq	https://app.townsq.io/login

TownSq

TownSq is available for Android and iOS at Google Play and the App Store. Go to https://app.townsq.io/login and have your account number handy when you register. Register with TownSq to receive updates and announcements. You can make work order requests, research documents, and pay your condominium fees monthly via TownSq.

After-Hours

AFTER-HOURS NON-POLICE PATROL SERVICE

Hours Daily: 8 p.m.–4 a.m.

Phone 571-215-3876

(Note: If the patrol service does not answer, leave a message; the officer will return your call. If you have not received a return call within 10 minutes, please call again.)

AFTER-HOURS AND HOLIDAY MAINTENANCE EMERGENCIES

Hours Daily: 5:30 p.m.–8:30 a.m.

Phone 703-600-6000

NON-EMERGENCY POLICE

Arlington County 703-558-2222

City of Alexandria 703-746-4444

In the event of suspected criminal activity, a fire, or a medical emergency, always call 911.

Board of Directors

Contact information for current members of the Board of Directors can be found in the *North Fairlington News* or obtained from the Management Office.

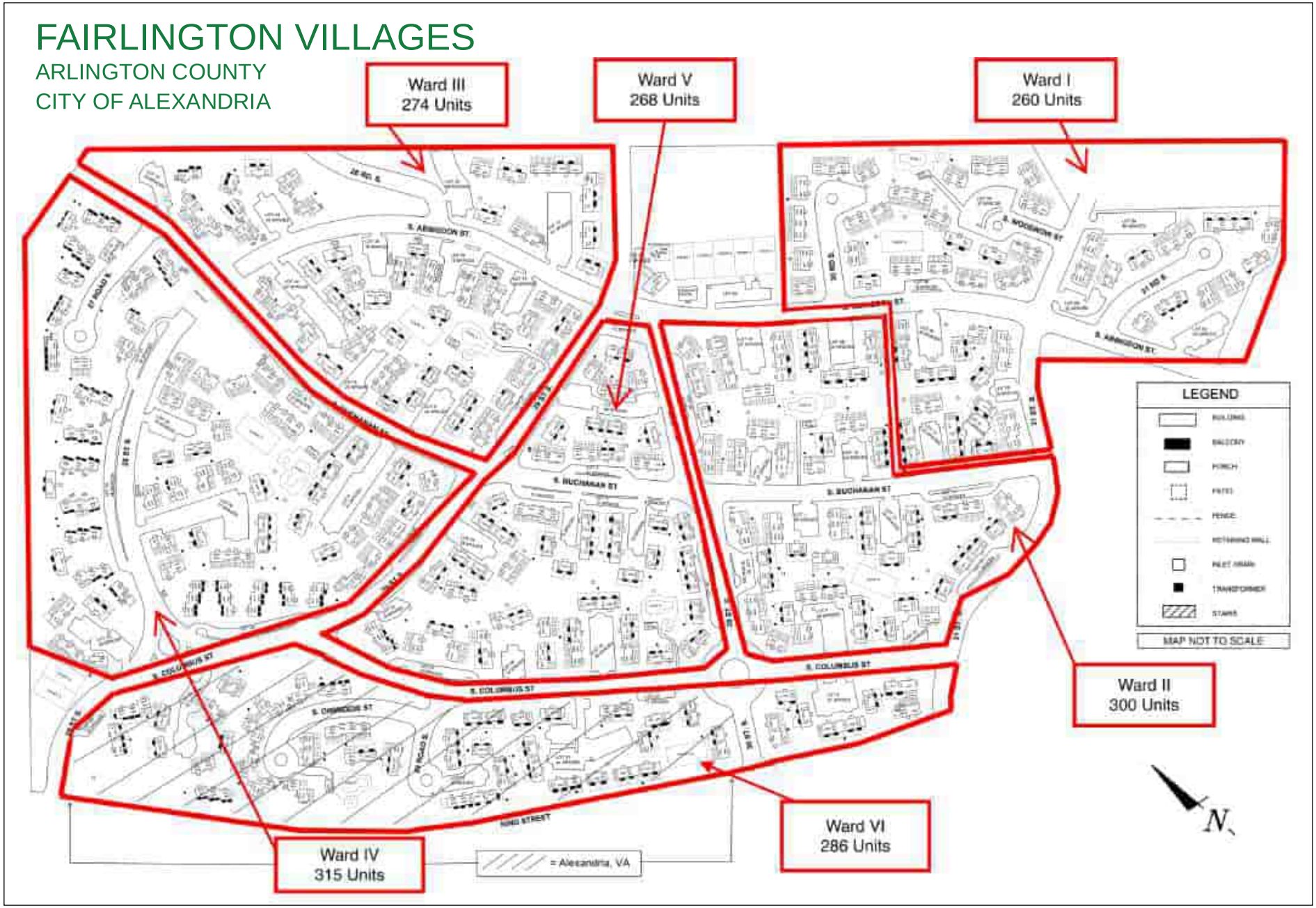
Committee and Club Contacts

Activities	activities@fairlingtonvillages.com
Architectural Control	variance@fairlingtonvillages.com
Communications/Technology	comm@fairlingtonvillages.com
Grounds	grounds@fairlingtonvillages.com
Pools	pools@fairlingtonvillages.com
Tennis/Pickleball	tennis@fairlingtonvillages.com
Tennis Facebook	https://m.facebook.com/ groups/207122480118127?group_ view_ referrer
Pickleball Facebook	https://www.facebook.com/share/pv6y61LmL4VGC27f/
Book Club	bookclub@fairlingtonvillages.com
Book Club Facebook	https://www.facebook.com/groups/185662778799790/events/

MAPS

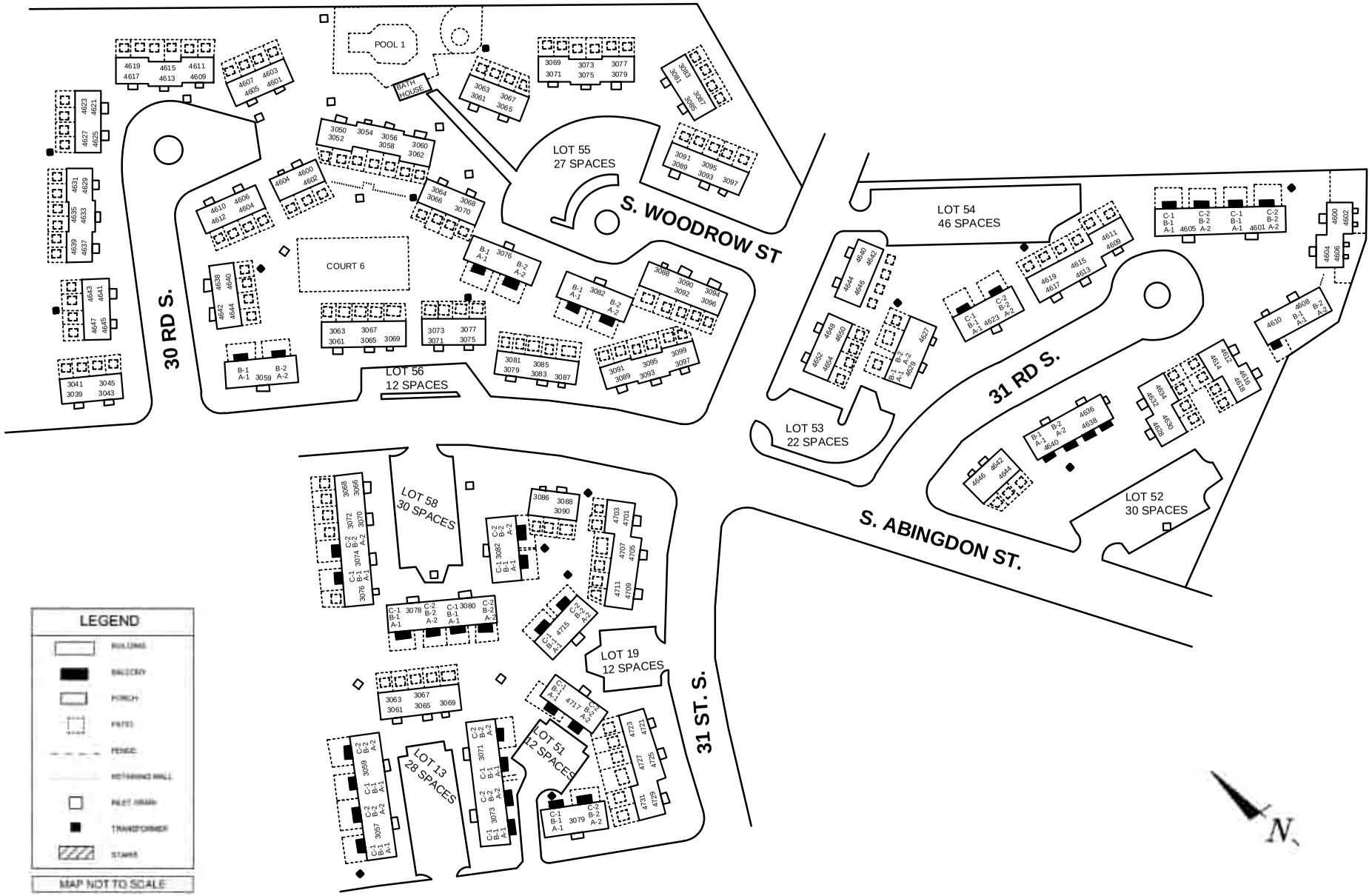
FAIRLINGTON VILLAGES

ARLINGTON COUNTY
CITY OF ALEXANDRIA



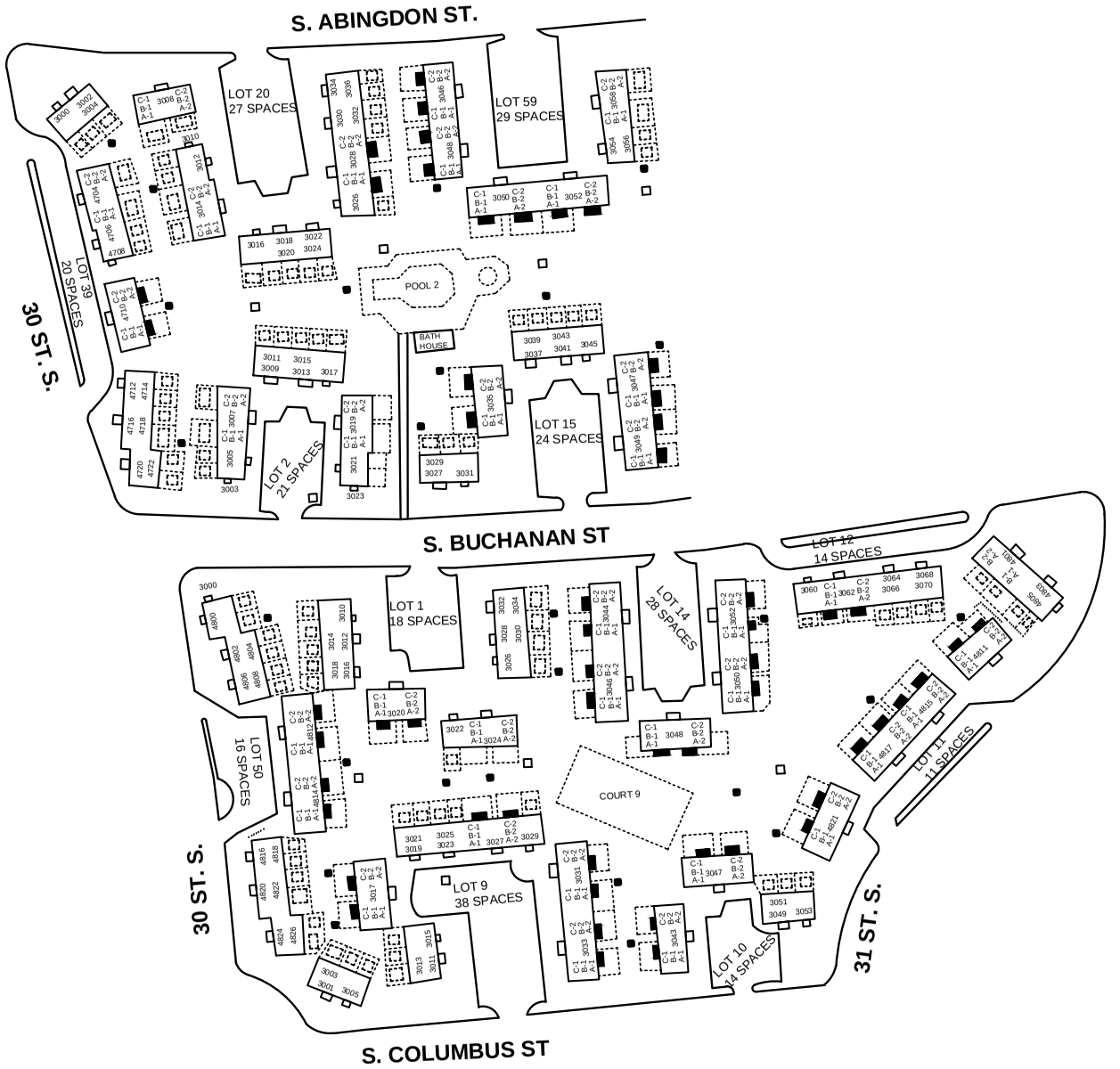
WARD I

ARLINGTON COUNTY



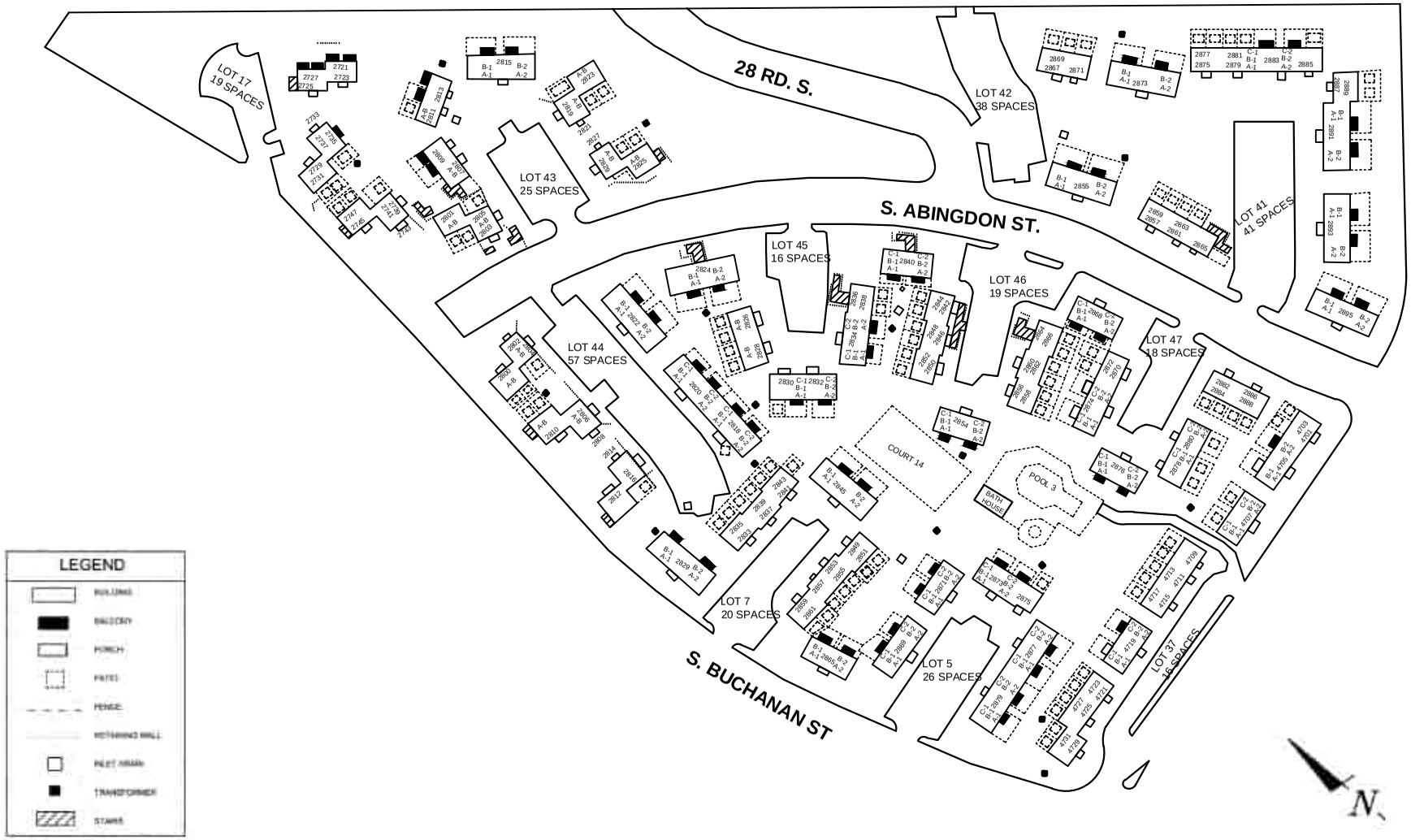
WARD II

ARLINGTON COUNTY



WARD III

ARLINGTON COUNTY



LEGEND

BUILDING

BALCONY

PORCH

PATIO

FENCE

RETAINING WALL

PLAY AREA

TRANSFORMER

STAIRS

MAP NOT TO SCALE

WARD IV

ARLINGTON COUNTY



LEGEND

BUILDING
BALCONY
PORCH
PATIO
FENCE
RETAINING WALL
INLET AREA
TRANSFORMER
STAIRS

MAP NOT TO SCALE

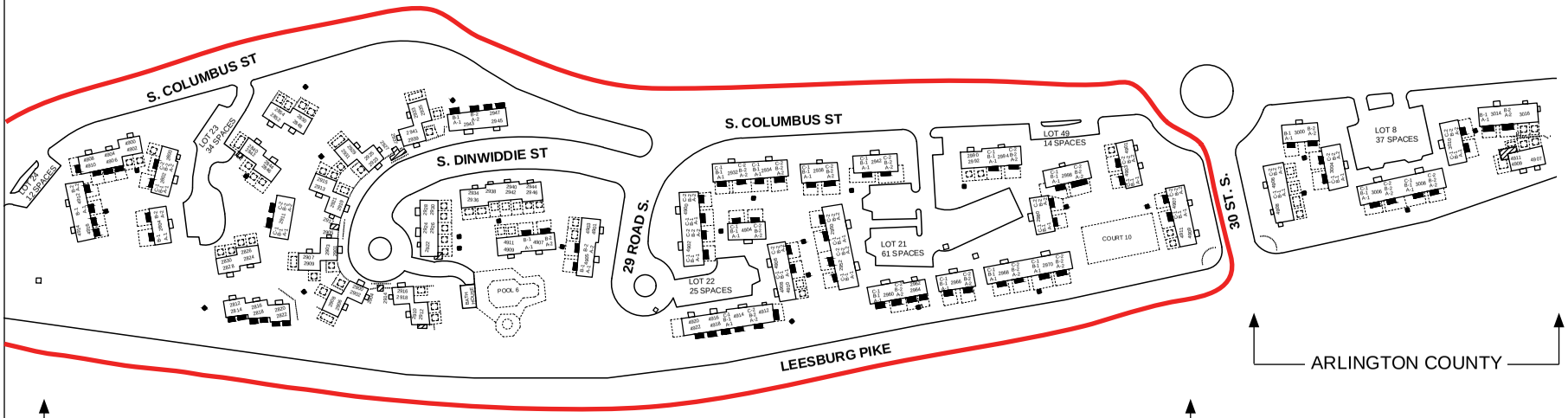
WARD V

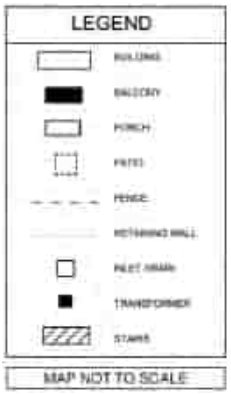
ARLINGTON COUNTY



WARD VI

ARLINGTON COUNTY
CITY OF ALEXANDRIA







FAQ
FREQUENTLY ASKED QUESTIONS

1. Fairlington Villages is one community, so how are the units split into two jurisdictions and why does it matter?

Fairlington Villages units fall into two jurisdictions: Arlington County and the City of Alexandria. Refer to the community **maps** starting on page 4 to see which streets fall in each jurisdiction. Residents should know the jurisdiction in which their unit is located, so they can call the appropriate jurisdiction for county and city services as needed.

2. When and where is trash picked up?

Regular household trash is picked up Monday through Saturday, except Thanksgiving, Christmas, and New Year's Day. All trash should be in secured trash bags and put in the trash containers between the hours of 6 a.m. and 10 p.m. There is a 24/7 locked trash enclosure located on the side of the Management Office, on 29th Street South, where residents are welcome to put their household trash in the designated bins only when they are not able to comply with the hours. DO NOT leave trash outside of the bins! Construction debris, appliances, furniture, and other large bulk items are never to be disposed of at this location. Please contact the Management Office for the access code.

Recycling pickup is Wednesday (except Christmas and New Year's Day if they fall on a Wednesday). The contractor places recycling bins around the grounds on Tuesday afternoon. Recyclable materials, including aluminum/metal cans, plastic, newspaper, and cardboard should be placed in the bins before 9 a.m. on Wednesday. Cardboard boxes must be broken down and flattened.

Residents can also place the recyclables in the labeled containers located in the trash enclosure areas and in the 24/7 trash enclosure located on the side of the Management Office. Construction debris, appliances, furniture, and other large bulk items are never to be disposed of at this location.

There are also recycling bins at the trash locations throughout the property pursuant to Arlington County Code; the bins cannot show signs of contamination, meaning no trash in the recycling bin and no bagged items. Recyclable items put in the recycling bins must be loose and clearly visible, otherwise the hauler will treat them as trash.

The 24/7 cardboard depository is for flattened cardboard boxes; it is located in the maintenance yard of the Management Office, next to the 24/7 trash enclosure.

Large trash, **or** *bulk trash*, may be put out between 3 p.m. Wednesday and 9 a.m. Thursday for Thursday morning pickup, except on the three noted holidays. Bulk trash includes trash generated through the normal occupancy of your home, such as old furniture (sofas, tables, chairs, and the like). Trash resulting from contractor repairs, replacement, or renovation of your appliances, bathroom fixtures, or unit must be hauled away by the contractor.

See the "**Trash Service and Policy Enforcement**" rules on page 82.



Two electric vehicle chargers located in the Community Center parking lot can be used by residents for a nominal fee. Photo by Mark Johnson.

3. Where may I park and where may my guests park?

The Association issues up to two parking decals per unit. Vehicles parked in off-street lots must display a current Fairlington Villages decal. Each unit may register up to two vehicles, regardless of the number of occupants. If a resident registers one vehicle, he or she will be issued an orange decal. If two vehicles are registered, residents will receive one orange and one green decal. The primary, orange decal entitles residents to park in any lot. Vehicles with a green decal may use lots not designated as "orange-only."

Permits expire December 31. Beginning in October, the Association issues parking decals annually for the following year. To obtain a decal, you must present a current registration for your vehicle. Any vehicle parked off-street without a valid decal is subject to towing, without notice, at the owner's expense starting on January 1.

Parking is limited to one vehicle per space, and vehicles must be parked within designated parking lines for each individual space. Unused/abandoned vehicles may not be stored in off-street parking lots, and all vehicles must display current inspection stickers. Boats, commercial vehicles, portable storage units (including pods), RVs, and trailers are prohibited in parking lots. Arlington County and the City of Alexandria also limit RV parking and prohibit boat and trailer parking on Fairlington streets.

The Association does not issue guest parking passes. The Association does not provide or designate disabled parking spaces for guests. Arlington County and the City of Alexandria require permits for street parking in some areas; these areas are noted by street signage.

4. What are the Association's rules regarding pets in the community?

Pets must be carried or on leash when in common areas and in apartment hallways. Arlington County and the City of Alexandria have leash laws. Owners and pet walkers must clean up after their pets and dispose of feces in street trash cans. Disposal with household trash is prohibited.

5. What are the Association's requirements regarding renovation?

Many homeowners plan remodeling projects, such as the removal or relocation of interior walls. The Association fully supports owners investing in their homes, renovating their spaces, and upgrading finishes. The Association, however, is obligated to ensure that structural changes do not cause damage to any owner's property or damage to common property.

Whether residents use a contractor or do the work themselves, homeowners should check with the Management Office before beginning work. The management staff knows a great deal about the structure of the community's buildings and the various kinds of renovations owners have made successfully. The management staff can help owners navigate the process while avoiding common problems and added expense.

For certain renovations or for HVAC replacements that do not comply with the current policy, residents may need to obtain advance approval, referred to as a variance, from the Association's Board of Directors. For details, please see the "**Variance Requests**" under "**Rules**" on page 83, and the "**Appendix**" on page 87.

6. How do I rent the Community Center?

Unit owners and tenants interested in renting the Community Center should complete the Community Center Rental Application, available on the website, and submit the completed application to the Office. You may contact the Office first for date availability.

7. What do I do in case of a noise complaint?

Noise complaints may be reported to the Fairlington Villages Management Office during business hours or the patrol service after-hours. Call the patrol officer at 571-215-3876 (8 p.m. to 4 a.m.). If you are unable to reach the patrol service, please call the Arlington County Police at 703-558-2222, or the City of Alexandria Police at 703-746-4444.

8. What are the rules for using the swimming pools and tennis courts?

There are six pools, one in each ward, and 12 tennis courts. Courts 1, 3, and 12 are striped for pickleball. Residents must present a current Fairlington Villages photo ID card to use the swimming pools and tennis courts. New residents may obtain IDs for a $10 fee by producing proof of ownership or a copy of their lease. Only tenants named in the lease may receive an ID. Lost cards may be replaced at the Management Office for a fee. Cards are revalidated each spring with a sticker at no cost. The swimming pool schedule and a list of rules are distributed in the spring in the *North Fairlington News* and posted on the Fairlington Villages website.



The pools are staffed by lifeguards, see the website for pool rules and hours. Photo by Mark Johnson.

MAINTENANCE RESPONSIBILITIES

Residential Buildings and Limited Common Areas

Article VI of the Association's By-Laws generally sets forth unit owner and Association maintenance responsibilities. Because not all items of responsibility are sufficiently defined in the By-Laws, the Board has approved the following "**Chart of Maintenance Responsibilities**," which more clearly defines unit owner and Association responsibilities. Prior to the adoption of this chart, the Board passed a resolution on Maintenance and Repair Responsibility. The resolution and the chart are based on the thorough legal review and advice provided by Association counsel. The resolution provides:

1. The Association is charged through the By-Laws for the maintenance and upkeep of the common elements and limited common elements of the condominium. These elements are comprised of everything that is not otherwise defined in the governing documents as part of the unit. Limited common elements are those items like balconies and fenced in areas attached to units and over which the owners of the unit have exclusive use and control. Every unit owner in the Condominium holds an undivided possessory interest in the common and limited common elements. The costs to the Association to maintain and repair common and limited common elements is a "common" expense as defined by the By-Laws, for which all unit owners are responsible in proportion to their interest in the condominium.
2. The unit owner is responsible for repairing and maintaining all equipment, appliances, and fixtures located in their unit, as well as any pipes that serve only that unit, regardless of the location.
3. Situations not enumerated in this chart or in the guidelines that the Board may hereinafter adopt are neither necessarily the responsibility of the Association nor necessarily the responsibility of the unit owner.
4. Where the Association has established responsibility to a unit owner under the Chart of Maintenance Responsibilities or under any related policy, the unit owner may appeal to the Board for an exception based on the specific circumstances involved.

Chart of Maintenance Responsibilities

Item	Association Responsibilities	Unit Owner Responsibilities
Apartment building intercom	Maintenance and replacement of nonworking intercom not caused by the unit owner/tenant	Cost of repairs/replacement due to damage as a result of renovation by the unit owner/tenant
Attic	Enforcement of Association rules and regulations in common area attics	Structural modifications require approval from the Board of Directors
Balconies and railings	Maintenance and replacement	Keep clean and free of debris; use must conform to Association rules and regulations
Building exterior	Maintenance, repair, and replacement	Damages caused by the unit owner/tenant
Cable TV, high-speed Internet line, etc. (See "Telephone service")	No responsibility	Between unit owner/tenant and service provider(s) (only one penetration of the building per unit is permitted at the rear of the building)
Caulking (window)	No responsibility	Interior and exterior
Common hallways	Maintenance and replacement	Report light outages, wallpaper damages, and peeling paint
Doors — apartment common area	Maintenance and replacement	Report entry door issues
Doors — unit storm doors	No responsibility	Must conform to Association rules and regulations
Doors and door frames — townhomes front, side, and rear, including sidelights; apartments unit and rear, including sidelights	Painting per established schedule (exterior only); does not include painting of the unit doors in the apartments	Maintenance and replacement, including all locks and hardware; painting outside of established schedule
Dryer ducts/vents	Exterior vent covers	Interior duct work and cleaning
Electric — fixtures	Serving the common areas	Serving only one unit (including all interior and exterior outlets and fixtures)
Electric — service	Serving the common areas and distribution panels serving multiple units	Serving only one unit (whether located inside or outside the unit) and distribution panel serving only one unit

continued on next page

Chart of Maintenance Responsibilities (continued)

Item	Association Responsibilities	Unit Owner Responsibilities
Fireplaces	No responsibility	Annual inspection must be in accordance with variance requirements
Gutters and fascia	Maintenance and replacement	No responsibility
Heating, ventilation, and air conditioning (HVAC)	No responsibility	Serving only one unit (whether located inside or outside the unit)
Mailboxes in apartment units	Maintenance and replacement, excluding locks	Locks, obtaining key(s) from post office
Painting	Exterior	Interior
Patio (area inside fence)	Inspection for compliance with Association rules and regulations, as well as repair and replacement of original concrete slab (also known as a patio), except when damage is caused by a non-legacy tree or its roots	Maintenance of area and cleanliness, use, and landscaping in accordance with Association rules and regulations
Patio fence	Maintenance and replacement	Use must be in accordance with Association rules and regulations
Pest control	Securing exterior of building; removal of squirrels from inside the units; treating common areas for rodents and other pests, excluding mosquitoes	Securing interior of unit and treatment of pests inside the unit; any damages caused by pests in the interior of the units; treatment of mosquitoes and any flying insects within the unit's enclosed patio or balcony
Pest control/termites	Treating of termites when visual inspection confirms that damage is present inside the unit and caused by an active termite colony; repair to any interior damage caused by active termites	No responsibility
Plant beds and plantings in areas adjacent to unit	Inspection for compliance with Association rules and regulations	Watering as requested by Management

continued on next page

Chart of Maintenance Responsibilities (continued)

Item	Association Responsibilities	Unit Owner Responsibilities
Plumbing — drain lines (blockages, backups, repair, and replacement)	All plumbing drain lines *to* the point at which they intersect with the upper, lower, or vertical boundaries of the unit (e.g., shared drain lines)	All plumbing lines *from* the point at which they intersect with the upper, lower, or vertical boundaries of the unit, e.g., kitchen drains, bathroom drains to all fixtures such as toilet, sink, and tub/shower. Unit owners are responsible for blockages and/or damages to other drains outside the unit if such damage is caused by the act, neglect, or carelessness of owner/tenant — then responsible for the cost.
Plumbing — fixtures, their water supply lines, and the secondary water valves isolating those fixtures	No responsibility	All responsibility because all such fixtures, supply lines, and isolation valves will be found within the upper, lower, and vertical boundaries of the unit. Also responsible for any damage caused by the act, neglect or carelessness of the owner/tenant — then responsible for the cost.
Plumbing — water supply lines and main water valves	All main water supply lines *to* the point at which they intersect with the upper, lower, or vertical boundaries of the unit, excluding unit main water supply valve and line serving the unit regardless of its location	All main water supply lines *from* the point at which they intersect with the upper, lower, or vertical boundaries of the unit and the unit main water supply valve serving their unit regardless of its location (e.g., inside or outside of the unit). Also responsible for any damage caused by the act, neglect or carelessness of the owner/tenant — then responsible for the cost.
Plumbing — apartment building outside water faucets and valves	Maintenance, replacement, and winterization (shutting on/off in spring/winter if Management has access to the valve) if serving more than one unit	Maintenance, replacement and winterization (shutting on/off in spring/winter) if serving one unit and the shutoff valve is located in the unit
Plumbing — townhouse outside water faucets and valves	No responsibility	Maintenance, replacement, and winterization (shutting on/off in spring/winter)

continued on next page

Chart of Maintenance Responsibilities (continued)

Item	Association Responsibilities	Unit Owner Responsibilities
Radon testing	Second test if levels from first test are above 4.0 pCi/L	First test
Radon Remediation System	Initial installation of the remediation system per EPA guidelines	Maintenance and replacement of all aspects of the remediation system
Roofs	Maintenance and replacement	No responsibility
Shutters (broken or damaged)	Replacement	Replacement (cost) if outside of established schedule and not broken or damaged
Smoke detectors	In common hallways	In the unit
Snow	Removal from leadwalks, parking lots, sidewalks, and steps	Removal from balconies and vehicles (including around and between vehicles)
Stoops, steps, and walks (limited common element)	Maintenance and replacement — keeping clear of debris; sidewalks and leadwalks	Keep clear of debris and stored items, such as bicycles, chairs, and strollers
Sump pump	Initial installation	Maintenance and replacement
Telephone service (See "Cable TV")	No responsibility	Between the owner/tenant and the service provider(s)
Windows	Maintenance and replacement of all common area windows	Maintenance and replacement of all unit windows, including glass, frame, sash, window jamb, flashing/capping, and caulking
Windows — screens and storm windows	Maintenance and replacement of all common area screens and storm windows	Maintenance and replacement of all unit screens and storm windows
Window wells	Exterior maintenance and cleaning	Cleaning if area is not accessible (access blocked or covered)

Note: Individual owners and tenants may be responsible for the cost of maintenance and replacements that are the responsibility of the Association if the maintenance and/or repair are made necessary by the action or inaction of an owner/tenant.

INTRODUCTION
TO FAIRLINGTON

A BRIEF HISTORY

In the 18th century, much of what is now Fairlington belonged to Colonel John Carlyle, a prominent Alexandria citizen, friend of George Washington, and owner of the celebrated Carlyle House. Around 1700, Carlyle established a plantation and built Morven, a large white house, located north of King Street, at the end of what is now S. 31st Street. In 1774, George Washington purchased land that included a small parcel in Fairlington near Abingdon School and S. 28th Street. He frequently used Carlyle's gristmill, sending his grain upstream on Four Mile Run.

All of Fairlington north of S. Columbus Street lies within the original "diamond" set-aside for the seat of the federal government authorized in the 1788 ratification of the Constitution. One of the surviving markers is near the intersection of King Street and S. Wakefield Street in Fairlington Mews, across from Fairlington Presbyterian Church.

After the death in 1831 of Carlyle's grandson, Carlyle Whiting, the estate was partitioned among the heirs. Whiting's son, Charles, inherited all of Fairlington. He owned the land throughout the Civil War, when two Union fortifications were built within or near the boundaries of Fairlington Villages as part of the defenses of Washington: Fort Reynolds, at the 31st Street hill crest on the northern edge of the community, and Battery Garesché, a smaller artillery fortification at S. Abingdon Street and 30th Road.

As Washington D.C.'s population mushroomed in the early 1940s, the area faced a severe housing shortage. President Franklin Roosevelt directed the War Department to build more housing. The department established the Defense Homes Corporation (DHC) to finance housing for defense workers in areas facing inadequate private financing.

Nationally recognized architects Kenneth Franzheim and Alan B. Mills were retained to design Fairlington. Franzheim and Mills also collaborated on two other area DHC apartment projects, McLean Gardens and Naylor Gardens in the District, and Mills designed the wings of the Smithsonian Museum of Natural History and what was originally the Museum of History and Technology.

Though wartime resources were scarce, the government made Fairlington's construction a priority, and builder Thompson-Starrett obtained quality materials. Construction began in 1942, and military and civilian families moved in beginning in May 1943. By the end of the year, 2,415 homes were available, and the total was more than 3,400 by 1945, when the project was completed at a cost of $35 million.

David Brinkley's 1988 history, *Washington Goes to War* (pp. 237–238), includes a passage on Fairlington. In noting



Fairlington Villages features sustainable landscaping. Photo by Mark Johnson.

one of the DHC's most ambitious developments, Brinkley describes community life in the summer of 1943 — including its lack of shopping and public transportation and poor roads. He notes: "Fairlington at least had sturdy, well-designed housing (most of it still standing today and now expensive townhouses and condominiums)."

DHC managed Fairlington until 1947, when it sold the property to two Texas businessmen. Their firm, Fairmac, operated Fairlington as a rental community until 1968, when it first considered replacing the buildings with high-rise units and finally settled on conversion to condominiums. The five-year project was completed in 1978.

Fairmac's advertising for the renovated community began, "Come to the rolling hills and gentle shade trees" — an image perhaps evoking John Carlyle's Morven plantation.

Starting on the south side, Fairmac converted the community into seven legal entities under the Virginia Condominium Act. Six of the condominiums lie on the southeast side of Shirley Highway (I-395), joined to the opposite side by the Abingdon Street bridge. The north side, with a roughly equal number of units, is all one entity, formally Fairlington Villages, A Condominium Association. Many of us call our home North Fairlington.

Additional history is available on the condominium website, in the Fairlington-Shirlington Neighborhood Conservation Plan, and in *Fairlington at 50* by Catherine D. Fellows.

THE FAIRLINGTON VILLAGES COMMUNITY

Fairlington Villages consists of 1,703 townhouse and apartment units on 93.3 acres in Arlington County and the City of Alexandria. It has six swimming pools, 12 tennis courts (two of which are striped for

pickleball), a Tot Lot, a basketball hoop, picnic areas, a Community Center, and a Management Office.

The Fairlington Villages Condominium Association includes its resident and non-resident homeowners, each of whom has a vote in the activities of the Association. The Association invites tenants — non-owner residents — to participate as integral members of the community, though they do not have voting privileges.

The Fairlington Citizens Association (FCA) represents the residents of the seven Fairlington condominiums before Arlington County and the City of Alexandria on civic issues such as government services and neighborhood improvement. An all-volunteer organization, FCA works with neighboring communities on issues of mutual interest.

Our community sits amid a thriving area. Abingdon Elementary School is adjacent to the property. Arlington County's Fairlington Community Center (in South Fairlington) and shopping areas east and west on King Street are within walking distance. Shirlington, with its branch library, grocery store, restaurants, movie theaters, Signature Theatre, bus transfer station, and housing and commercial developments, is located down the hill off South 31st Street. Recreation areas include the Four Mile Run bike path and Utah Field in South Fairlington, both of which have dog runs.

We have several bus stops in North Fairlington which make it easy to take public transportation anywhere in the D.C. area. Please see the WMATA website https://www.wmata.com/schedules/trip-planner/ to plan your trip.



Fairlington Villages is proud to be recognized for its place in history.

HISTORIC DESIGNATION

Fairlington in its entirety was listed on the Virginia Landmarks Register in December 1998, and on the National Register of Historic Places in March 1999. The listings recognize the neighborhood's significance as an example of community planning and publicly financed housing, and because of its role in the World War II military effort.

The historic designations impose no restrictions on our use of the property. Our condominium controls all modifications to the land and building exteriors. The Virginia Landmarks Registry is honorary; it recognizes historic resources and "exhorts owners to care for them."

State officials characterized the designation as "unprecedented" because Fairlington was the first large-scale condominium and townhouse community to be considered for designation and the first designation campaign of its kind to be carried out almost exclusively by volunteers.

The volunteer effort began in early 1988. In July 1997, a review board determined Fairlington Villages was eligible for state and national designations. Over

sixty volunteers attended a September 1997 meeting to start the application process. The development and completion of the application was a major undertaking by dedicated volunteers who recognized the value of Fairlington's unique history. As one real estate agent said, "Fairlington's listing on the State and National Registers as a historic property would be a real asset."

Seventy volunteers surveyed and photographed North Fairlington's 291 buildings and 27 distinct unit types, assembling an inventory of architectural elements — roofs, brick patterns, windows, porches and pillars. A similar effort took place in South Fairlington. Local businesses provided funding and supplied refreshments at meetings.

Historic preservation consultant Gail Baker drafted the narrative nomination document. The designation ceremony took place in October 1999 in the North Fairlington Community Center. Local newspapers covered the unveiling of the twin historic markers. In the *Washington Post*, David Edwards, an architectural historian with the Virginia Department of Historic Resources, highlighted our colonial revival and Williamsburg architecture, quality construction, mature trees, and winding streets.

REGIONAL RECOGNITION

Fairlington Villages was named Community Association of the Year in 2004 by the Community Association Institute's (CAI) Washington chapter. The award, for associations with at least 1,000 units, was based on a number of factors, including strategic planning, crime prevention initiatives, emergency preparedness, resolution of disputes between residents, and environmental protection. "The award-winning associations exemplify harmonious living and prosperity to those residing in community associations," CAI said. "They are the communities that 'work well' and will serve as models for others to draw ideas from and emulate."

Fairlington Villages was named Communicator of the Year in 2015 by the CAI Washington chapter.



Benches throughout the community offer quiet moments of repose. Photo by Mark Johnson.

OWNERSHIP

CONDOMINIUM OWNERSHIP

"Condominium" is derived from the Latin *con*, for "with," and *dominium*, or "control." Essentially, condominium means control of a piece of property with other individuals. Most condos are residential apartments or townhouse developments. Fairlington Villages is organized under the Virginia Condominium Act. The act provides operational guidelines for condominium associations.

YOUR UNIT

You are the sole owner of your unit. You have a deed, just like the owner of a single-family house, and you also have ownership interest in shared property. Your share of the common property is set forth in the Fairlington Villages Declaration, a legal document on file in both Arlington County and the City of Alexandria, which is included in your certificate of resale.



Fairlington Villages enjoys a great diversity of trees, over 90 species. Photo by Ed Stollof.

Generally, you own the interior of your unit that sits within:

1. the entirety of the walls that abut the outside structure,
2. to the mid-point of any walls you share with your neighbors,
3. to the roof (or the ceiling, up to the sub-flooring of the unit above if you do not have a roof),
4. and to the floor to the unfinished basement concrete slab (or the sub-flooring if your unit does not include a ground floor).

The Declaration describes these boundaries. You may use your unit as a private residence and decorate and renovate it provided you comply with condominium rules in the documents and policies adopted by the Board of Directors. The Board and its role are described in the "**Condominium Governance**" section on page 34.

You are entitled to make improvements to your unit, such as renovating your kitchen or bathroom. See the "**Chart of Maintenance Responsibilities**" on page 15 and the "**Rules**" section on "**Plumbing and Sewer Lines**" on page 77. Any structural alterations such as wall removal or room conversion, however, require an approved variance from the Board.



Our Memorial Garden was donated by Lancaster Landscaping in the spring 2020. Photo by Mark Johnson.

COMMON ELEMENTS

The common elements are all considered part of the condominium except those designed for your individual use or ownership. Common elements include structures (e.g., parking lots, swimming pools, tennis courts, Community Center, Tot Lot, and Management Office) and lawns and greenery not inside privacy fences. The condominium documents and directives of the Board govern the use of common elements.

LIMITED COMMON ELEMENTS

Limited common elements are owned in common but are for the exclusive use of an individual or groups of owners. These include patios enclosed by fences and balconies (individuals) and apartment building hallways (groups). Additional rules and policies apply to limited common areas.

YOUR UNDIVIDED INTEREST

Your ownership interest in the common elements cannot be separated from the ownership interest in your unit. Ownership of an undivided interest in the common elements, called a percentage interest, gives you the right to participate in the governance of Fairlington Villages and also obligates you to pay your share of the Association's operating expenses.

INSURANCE

INSURANCE COVERAGE

The By-Laws require the Association to obtain certain insurance policies to protect common property and, to a limited extent, individual unit owners.

MASTER POLICY

The master policy for unit owners covers buildings against various perils, including fire, wind, lightning, some water events, vandalism, and theft. The coverage, which is "all risk," is an amount equal to the full replacement cost of the building up to the finished walls and floors in each unit (except for items not normally insured), and is subject to deductibles.

The master policy covers your unit in its condition as of the condominium conversion in 1978. It does not cover the contents (your furnishings and personal items) nor "betterment and improvements" to elements such as carpets, appliances, cabinets, countertops, or bathroom fixtures. For example, a granite kitchen countertop would be covered only for the replacement value of the original Formica.

The Board of Directors may change the insurance deductible from time to time. The insurance deductible may be an expense of the unit owner or it may be an expense of the Association, depending on the circumstances. Some of the circumstances are outlined in the "Damage and Insurance Deductible Responsibility Guidelines and Scenarios" section.

The property deductible is currently $50,000 per insured event, regardless of the number of units or common areas involved.

Management will provide a summary of the master policy upon request. The Association encourages you to discuss coverage with your insurance broker and obtain any necessary protection. Your mortgage lender also may request an annual certificate of insurance, a copy of which is available from the Management Office.

IMPROVEMENTS AND PERSONAL PROPERTY

Procuring coverage for improvements and personal property is every unit owner's responsibility. Owners who lease their units are responsible for obtaining coverage for their unit as a rental unit. Tenants are urged to buy coverage for their own possessions, as the owner's rental insurance generally will not cover a tenant's personal property.

Owners are required to file a copy of their insurance policy with Management and to notify Management if the policy is canceled.

LIABILITY

The Association and individual unit owners are insured against liability arising from ownership or use of the common elements. Coverage does not insure an individual unit owner against liability arising from an accident or injury within their unit or liability arising from the omission, willful, or negligent acts of the unit owner in either a unit or on the common elements. Owners should obtain liability coverage for their units.

DAMAGE AND INSURANCE DEDUCTIBLE RESPONSIBILITY

Articles VII and VIII of the Association's By-Laws set forth the Association's insurance responsibilities. However, these sections do not address the matter of insurance deductibles. Article X, Section 1, Paragraph (b), *Additional Liability* states, "Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by their act, neglect or carelessness or the act, neglect or carelessness of any member of their family or employees, agents, licensees or lessees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors…" Article VI, Section 7, defines the maintenance responsibilities of unit owners and the Association.

Based on these portions of the By-Laws and the Association's experience with insurance losses, it is the Board's goal to, as clearly as possible, define the circumstances under which the Association and a unit owner(s) will be responsible for the deductible portion of any insurance losses under the master insurance policy. The deductible, which is subject to change, is currently $50,000 for each insurable event. Because each owner's insurance companies may respond differently to a claim, this policy has been developed without regard to the procedures and guidelines of any single carrier.

This policy also recognizes that the Association has an affirmative obligation to restore damaged areas to their original condition (at the time of conversion) for items covered by the master insurance policy, without regard to who is going to pay for those damages. At the same time, the goal of this policy is to be as fair as possible to all parties and to place any cost burdens on the appropriate party(s). As written, it is the intent of this policy to hold an owner responsible for the $50,000 deductible under the circumstances outlined in the Board resolution, even if the owners had no prior knowledge of any problems within their unit. Further, the unit owner is always responsible for his or her personal property and any betterments and improvements to the unit.

To assist in determining what claims fall into which categories, the following section provides several scenarios, which, based on our claims experience, detail how responsibility would be handled under Resolution #PR 1/2/02 "Damage and Insurance Deductible Responsibility."

Insurance Claim Guidelines and Scenarios

The following insurance claim guidelines and scenarios provide some specific examples of how the Association's Damage and Insurance Deductible Responsibility policy would be applied.

WATER DAMAGE FROM WATER INTRUSION AND SEWER BACKUPS

1. Water seepage from outside the unit.

Water from outside the unit penetrates the basement wall and enters the living space. The water is cleaned up immediately. However, in order to gain access to the exterior wall to repair the leak, the drywall, which replaced the paneling, needs to be removed. Should the Association pay for the cost of cleanup? Who is responsible for the expense of restoring the wall?

> *The Association*. Rainwater apparently entered the unit through the basement wall as a result of a probable failure of the waterproofing. The Association's master policy does not provide coverage for this type of "ground water" intrusion. However, the apparent failure of the exterior of the building allowed the water entry, so the Association is responsible for cleaning up the water and restoring the unit to its original condition at the time of conversion (circa 1977).
>
> *The unit owner*. The unit owner is responsible for improvements (drywall instead of paneling).

2. During heavy rains, water enters a unit through the foundation wall.

The gutter was clogged and contributed to or caused the condition. Neither the Association nor the unit owner was aware that the gutter was clogged. Who is responsible for cost of water extraction?

> *The Association*. Because the Association is responsible for maintaining the gutters, the Association will extract the water and restore any Association-insured property to its original condition at the time of conversion.

3. Water from a sprinkler being used by an owner enters through a window in a window well and causes damage to a unit over a period of time.

Who is responsible for the damages?

> *The unit owner*. Even though the unit owner did not intend to cause the damages, the act of the unit owner caused the damages. The unit owner is responsible for the damages.

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Insurance Claim Guidelines and Scenarios (continued)

4. A sewer (common line) backs up into a basement.

The wooden floor installed by the owner is damaged. Clean up from sewage and restoration of the room would be less than the deductible if it were not for the wood floor. Who is responsible for the cost of sewage clean up and restoration of the room? Who is responsible for the cost of the wood floor?

> *The Association*. The Association is responsible for maintaining and repairing the common sewer lines. Thus, the Association is responsible for the cost of the clean up as well as repairing or replacing the linoleum flooring and/or basic carpeting that was in the unit at the time of conversion.
>
> *The unit owner*. The upgraded wood floor is an improvement made by the unit owner. Any cost above the basic restoration for which the Association is responsible is the unit owner's responsibility. If the unit owner chooses to replace the upgraded wood floor, the Association will pay what it would cost to restore the unit to its original condition at the time of conversion. The unit owner may apply these funds to the cost of installing a new wood floor or accept the property restored to its original condition.

WATER DAMAGE FROM PLUMBING AND FIXTURES

1. A drain pipe (serving one unit) for a second-floor bathroom in a townhouse is leaking.

A pipeline in the wall of the second floor bathroom of a townhouse leaks. Because the pipe is inside the unit and considered part of the fixture, the responsibility for maintenance and repair belongs to the unit owner. Neither the Association nor the unit owner had prior knowledge of a problem with this pipe. Who is responsible for the Association's deductible?

> *The unit owner*. The source of the leak was a pipe located inside the unit for which the unit owner is responsible. Thus, the unit owner is responsible for paying the deductible.

2. The water supply line to a toilet breaks, causing more than the deductible in damage.

The water supply line to the toilet in an upstairs bathroom of a townhouse breaks, and the water runs for 14 hours before anyone is aware of the problem. The resulting damage to property insured by the Association totals more than the deductible. Who should pay the Association's deductible?

> *The unit owner*. The line that broke was part of the toilet fixture, which is the property of the unit owner. Because the unit owner is responsible for the

continued on next page

Insurance Claim Guidelines and Scenarios (continued)

maintenance of this line, the unit owner pays the Association's deductible, even though the unit owner did not have any prior knowledge of a problem. The balance of the loss is paid by the Association's insurance.

3. A water heater leaks, causing more than the deductible in damages.
A water heater from an upper unit leaks into two units below. The owner of the water heater had no prior knowledge of a problem. Who is responsible for the Association's insurance deductible?

The unit owner. The leak came from the water heater, which is the property of the unit owner. Because the unit owner is responsible for maintaining the water heater, the unit owner is responsible for the deductible portion of the damages caused by the leaking water heater, even though the unit owner may not have had any prior knowledge of a problem.

4. A water heater leaks, causing damage below the deductible.
A water heater from an upper unit leaks into two units below. The owner of the water heater had no prior knowledge of a problem. Who is responsible for the damages? (In this case, the damages are less than the Association's insurance deductible, so the Association will not file an insurance claim.)

The unit owner. The leak came from the water heater, which is the property of the unit owner. Because the unit owner is responsible for maintaining the water heater, the unit owner is responsible for the damages caused by the leaking water heater.

5. A washing machine leaks, causing more than the deductible in damages.
The washing machine from an upper unit leaks into the two units below. The unit owner may or may not have known the leak came from the washing machine. Who is responsible for the Association's deductible?

The unit owner. The leak came from the washing machine, which is the property of the unit owner. Because the unit owner is responsible for maintaining the washing machine, the unit owner is responsible for the deductible portion of the damages, even though the owner may have been unaware that there was a problem.

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Insurance Claim Guidelines and Scenarios (continued)

6. A bathroom sink leaks, causing less than the deductible in damages.
A pipe under the bathroom sink in an upper unit leaks into the unit below causing less than the deductible in damages to property insured by the Association. The resident had placed a container under the pipes to catch the water, but the container overflowed. Who is responsible for the damages? (In this case, the damages are less than the Association's insurance deductible, so the Association will not file an insurance claim.)

> *The unit owner*. The leak came from the pipe under the bathroom sink. This pipe is deemed to be part of the bathroom sink, which is the property of the unit owner. Because the unit owner is responsible for maintaining the bathroom sink, the unit owner is responsible for the damages.

7. A bathroom sink leaks, causing more than the deductible in damages.
The pipe connected to the faucet in the bathroom of an upper unit comes loose and floods two units below, causing more than the deductible in damages to property insured by the Association. The owner was unaware of any problem with the pipe. Who pays the Association's deductible?

> *The unit owner*. The leak came from a pipe that is considered to be part of the bathroom sink, which is the property of the unit owner. Because the maintenance of this pipe is the unit owner's responsibility, the unit owner is responsible for paying the Association's deductible, even though the unit owner was unaware of any problem.

8. A water pipe of unit C, located outside of unit C, leaks, causing damage within unit B.
The water line leaked causing damages in excess of the deductible to property insured by the Association. The resident of unit B reported seeing wet spots for the past several months but thought they would eventually dry up. Who pays the Association's deductible?

> *The owner of unit C*. The water line serves one unit and is, therefore, the unit owner's responsibility regardless of location.

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Insurance Claim Guidelines and Scenarios (continued)

TERMITES, CRITTERS, AND OTHER PESTS

As a general rule, condominium association and unit owners' personal insurance policies do not cover damage caused by rodents, insects, or animals.

1. A rat enters a unit, causing damage to an owner's personal property.

A rat enters the unit and, although the Association attempts to rid the unit of the rat, those attempts are unsuccessful. As a result, the rat damages the dishwasher. Neither the master insurance policy nor any unit owner's personal insurance policy, covers damage caused by rodents, insects, or animals. Who should pay to repair the unit and the dishwasher?

> *The Association*. If rodents, insects, or non-domestic animals enter through a common element for which the Association has maintenance responsibility, the Association is responsible for any exterior repairs (e.g., closing holes, repairing access routes).
>
> *The unit owner*. The unit owner is responsible for repairing the dishwasher, as the dishwasher is the property of the unit owner.

2. Termites cause damage to the interior of unit.

A new owner reports damage to the interior of their unit. Upon investigation, it is determined that the building has termites that have damaged a wooden floor joist.

> *The Association*. The Association is responsible for exterminating termites and for repairing damaged property for which it has maintenance responsibility. Because the new owner reported the problem in a timely manner and termites caused the damage, the Association is responsible.
>
> *The unit owner*. The unit owner is responsible for any damage to personal property within the unit.

MANAGEMENT

The Association retains professional management to operate the condominium in accordance with the By-Laws. On-site staff and contractors perform maintenance of common elements. Individual owners are responsible for unit repairs (e.g., plumbing and heating), for which they may arrange their own contractors. If you are unsure who is responsible for repairs, contact the Management Office.

THE MANAGEMENT AGENT AND GENERAL MANAGER

The management agent is responsible for day-to-day operations under the supervision of the Board of Directors. The general manager, employed by the management agent, operates from the Management Office. The Office, built in 1982, was dedicated in memory of Jerry Harbin, a former Board member who was instrumental in its construction.

Management responds to routine requests for maintenance to building exteriors, grounds, fences, exterior carriage lighting, apartment hallways, swimming pools, tennis courts, etc. Management maintains a 24-hour emergency telephone number, 703-600-6000.

ADMINISTRATIVE AND MAINTENANCE STAFF

Unlike the general manager, who is employed by the management agent, the Association employs the administrative and maintenance staff. The staff, however, reports to the general manager.



Our Management Office located at 3001 S. Abingdon St. Photo by Mark Johnson.

MAINTENANCE

Questions regarding the division of responsibility are among the most frequently asked. In general, the Association is responsible for the maintenance of the common elements and building exteriors; individual owners are responsible for the maintenance of the unit interior. For more information, contact the Management Office, visit the website, or refer to the "**Chart of Maintenance Responsibilities**" on page 15.

COMMON ELEMENTS

The Association's responsibility for common and most limited common elements (e.g., hallways, balconies, patio fences) ensures consistent maintenance, uniformity of appearance, quality of repair, and community health and safety. Maintenance required because of the negligence or wrongful act of a unit owner (or family, tenants, employees, agents, visitors, or guests of the owner) will be performed by the Association at the owner's expense.

GENERAL BUILDING MAINTENANCE

The Association generally is responsible for exterior building maintenance. The Board of Directors and Management set appropriate guidelines, select contractors as necessary, and exercise quality control. If you have any concerns about maintenance, please contact the Management Office.

A NOTE TO TENANTS AND NONRESIDENT OWNERS

Persons who lease units should familiarize themselves with the maintenance responsibilities under the terms of their lease. Typically, standard lease agreements delegate certain maintenance responsibilities (such as repair of leaking faucets) to the tenant. From the Association's perspective, the owner is responsible, regardless of any delegation.

GOVERNANCE

The Association owns no real property. Rather, it maintains the common elements and most of the exterior of your unit on your behalf and provides you with certain services.

As an owner of a condominium unit, you have a vote in the Association in proportion to the percentage interest assigned to your unit at the time of the conversion as described in the Association's By-Laws. A large unit generally has a greater percentage interest compared with that of a smaller unit, and its owner has a greater vote in the Association. This voting right is exercised primarily in the annual election of the Board of Directors.

GOVERNING DOCUMENTS

The Association was established by and operates under two legal documents: the Declaration and the By-Laws, which conformed to the Virginia Condominium Act when they were drafted. Both are on file in Arlington County and the City of Alexandria, and both were included in your certificate of resale. Please keep these documents in a safe place, where you can refer to them if the need arises. Replacements may be purchased from Management.

DECLARATION

The declaration established Fairlington Villages as a condominium, defined its property including buildings, and set the borders of each unit type and its percentage of ownership of the undivided interest.

BY-LAWS

The By-Laws are the condominium's essential governing document. The By-Laws, which may be found on www.fairlingtonvillages.com, establish the mutual obligations of unit owners and the Association. The By-Laws set the rules for the election and service of the Board of Directors, provide for the hiring of a management agent, establish the obligation to obtain directors and officers indemnity policies and condominium master insurance, require the collection of unit assessments for operating and reserve budgets, obligate the Association and unit owners to maintain their respective property, and restrict the use of Association and unit property. Changes to the By-Laws may be made only at an Association owners meeting by a two-thirds majority of the interest held by all homeowners, specifically the holders of first trust.

THE BOARD OF DIRECTORS

The Board of Directors is the Association's executive body. The Board has nine members, all of whom must be unit owners. The Board conducts its affairs and has the authority to make decisions in all areas except those the By-Laws reserve to the Association membership. For example, an amendment to the legal documents would require a membership vote.

Directors are elected at the annual meeting to staggered three-year terms. In the event of a vacancy, the Board may appoint

an owner until the next annual meeting or hold a special election.

The condominium is divided into six political subdivisions, or wards. Owners in each of the six wards elect one director, who must own (but need not reside in) a unit in that ward. Three at-large directors may own a unit in any ward.

The Association has four officers: president, vice president, treasurer, and secretary. The president is the chief executive officer with all of the general powers of a president of a stock corporation, including the power to appoint advisory committees. The treasurer is responsible for condominium funds and financial records. The first act of the Board of Directors after each annual meeting is to elect the Association officers.

Directors are volunteers and serve without compensation.

Directors and officers have substantial responsibilities. The By-Laws require the Association to indemnify them against any liability for their actions or good-faith judgment. The Association maintains directors and officers (D&O) insurance for this purpose.

Board meetings are open to all owners and tenants. Meetings are held in the Community Center, currently on the first Wednesday of the month at 7 p.m. Homeowners and residents are encouraged to express their concerns to the Board of Directors during the Residents' Comment periods at the beginning of monthly Board meetings. Special meetings are held as needed. A meeting agenda is published electronically, posted on the website, and printed in the *North Fairlington News*.

BOARD POWERS AND DUTIES

The Board's primary responsibilities include:

- Adopting the annual budget
- Overseeing finances
- Retaining the management agent
- Approving contracts for services and supplies
- Adopting policies and rules and overseeing enforcement.

ADOPTING THE ANNUAL BUDGET

The Board of Directors adopts a budget for the fiscal year that runs October 1 through September 30. The budget, based on experience and projected needs, is developed over several months. Revenues are derived primarily from the monthly fee all unit owners pay, and from Community Center rental income and investment interest. Thus, the amount of your condominium fee flows from the Board's estimate of community needs and desires.

The budget process is a cooperative endeavor led by the treasurer and involves Board members, the general manager, committee volunteers, and unit owners. The treasurer obtains recommendations from these individuals and presents the preliminary budget to the Board. Its approved draft is mailed to unit owners for comment and is the subject of a forum open to all owners and tenants. Subsequently, the Board adopts the final budget, along with a new condominium fee schedule. Management mails owners a copy of the final budget together with coupon books for payment of fees before the fiscal year begins. A copy of the final budget is also posted on our website. Please see "**Fees**" on page 38 for additional information on payment of your condo fee.

OVERSEEING FINANCES

The budget includes operating funds to finance the day-to-day operations of the community (e.g., utilities, maintenance, services contracts, administration expenses, and payroll) as well as funding for reserves to finance replacement of common elements and to make other capital improvements. The By-Laws require the Association to contribute at least five percent of condominium fees to reserve accounts for replacement of roofs, balconies, fences, apartment building stairwell carpeting and wallpaper; resurfacing of parking lots and tennis courts; and major repairs to the pools. The Board invests reserves in certificates of deposit or other government-insured instruments according to a schedule of projected needs for the funds.

The Association retains a certified public accountant to audit its books each year. Interested owners may review the audit in the Management Office.

RETAINING THE MANAGEMENT AGENT

The Board retains a management agent, which in turn employs a general manager, who exercises authority delegated by the Board of Directors. The general manager maintains a staff of management, administrative, and maintenance personnel. These individuals are employees of the Association and, like the general manager, work out of the Management Office. They answer residents' questions, field maintenance requests, collect assessments, pay the Association's bills and manage financial and other records, and oversee the execution of service contracts. The general manager must have the Board's consent to terminate any of the Association's three managers.

APPROVING CONTRACTS FOR SERVICES AND SUPPLIES

The Board has delegated the job of soliciting and evaluating service contracts to the general manager. The Board approves them, although the general manager has some limited discretionary contracting authority.

ADOPTING POLICIES AND RULES AND OVERSEEING ENFORCEMENT

The By-Laws provide for the self-government of Fairlington Villages, A Condominium Association, pursuant to the requirements of Title 55.1, Chapter 19 of the Code of Virginia. The Board of Directors is empowered to enforce rules and seek relief on behalf of the owners for violations. For the rules concerning complaints, please contact the Management Office.

ANNUAL BOARD MEETING AND ELECTION

The Association's annual meeting of unit owners is held in March. The primary purpose is to elect directors to succeed those whose terms are due to expire. Other meeting business includes a recap of the past year, review of the Association's finances and the past year's annual audit, review of the property's condition, and a projection of needs and plans.

RUNNING FOR THE BOARD OF DIRECTORS

Candidates for election must meet the following requirements:

- Candidates for election to a Ward seat must be a unit owner within that corresponding Ward.
- At-large candidates may own a unit in any ward.
- Potential candidates must file a petition in the Management Office by the close of business on the last Friday in January. The petition must include the candidate's name, address, mailing address (if different), unit number, position sought, and the signatures of at least 25 unit owners from any ward. (Note: Unit owners may sign petitions for more than one candidate.)
- Candidates may file a candidate statement and the names and addresses of not more than two resident unit owners (not serving as directors) whom the candidate recommends to serve on the Election Panel. The candidate statement, no more than one page, should be placed in a sealed envelope marked "Candidate Statement" and include the candidate's name, address, and unit number, and office sought.
- Candidates seeking election must be current with their condominium fees.

The secretary (if not a candidate) reviews and certifies candidacy petitions on behalf of the Board before the Board appoints the Election Panel of Directors and unit owners whose purpose is to certify election results. Additional information on our election procedures may be found in the "Election Rules" section posted on the website, www.fairlingtonvillages.com.



Soak in some shade along the side of the management building.

FEES

YOUR CONDO FEE

A unit owner's annual contribution to the expenses of the condominium (your condominium fee) is in proportion to their undivided interest in the common elements. The condominium Declaration establishes your unit's par value, which generally is proportionate to its size. Your fee is the total condominium assessment multiplied by your proportionate interest.

In addition to annual assessments, the Board of Directors may levy special assessments, as necessary. Special assessments generally are imposed on all unit owners according to their proportionate interest in the condominium. Unit owners must be notified in writing of the amount and reason for special assessments. To date, the Board has never levied a special assessment.

COLLECTION

Management mails coupon books for payment of fees before the fiscal year begins. Your annual condominium fee is divided into 12 monthly assessments. Regular monthly assessments are due on or before the first day of the month.

You may pay your monthly fee via automatic debit from your bank account, pay monthly using the TownSq App, or mail your payment and coupon to the designated post office box.

To be credited, the coupon must be coded with your name. Please do not use coupons with a previous owner's name. A coupon book is mailed annually after the Board of Directors adopts the budget. If you do not have payment coupons, or if you would like to arrange for automatic debit from your bank account, please contact the Management Office.

LATE FEES

A late charge is assessed if the condominium fee is received after the 15th of the month. Owners and tenants of owners in arrears will neither be issued parking permits nor have their Fairlington Villages ID cards re-validated. Owners in arrears (and their tenants) also lose their rights to amenities and owners lose their rights to vote and seek election to the Board of Directors.

If your fee is not paid by the 15th of the month, you will receive a notice requesting payment within 10 calendar days. Beyond that, your account will be referred to Association counsel.

The Board may authorize the attorney to request that you pay all monthly installments for the remainder of the fiscal year. If you owe condominium fees or any other charge for at least 30 calendar days, the Association is entitled to place a lien on your unit.

AMENITIES

Condominium amenities include tennis courts, swimming pools, a Tot Lot, and a Community Center. The Association contracts with service providers and employs its own staff to maintain these amenities and the buildings and grounds. Volunteer committees of owners and tenants recommend policies to the Board of Directors on the use of amenities and services. Volunteers also plan special events and assist with developing and writing our monthly newsletter, *North Fairlington News*.

Information about these amenities, services, and special events is regularly published in the *North Fairlington News* and on the website. Also, it is available in the Management Office and may be posted on bulletin boards at the Community Center, tennis courts, and pools, and via social media platforms such as Twitter, Facebook, and TownSq.

COMMUNITY CENTER

The Fairlington Villages Community Center, located at 3005 S. Abingdon St., is used for official meetings and social events. Residents of Fairlington Villages and South Fairlington's six condominium associations may rent the Community Center for private, non-commercial functions. Management maintains the Community Center calendar and rate schedule. Residents must sign a rental agreement and leave a security deposit in addition to the required rental fee.



Our Community Center is available to rent and includes a fully accessible patio. Photo by Mark Johnson.

ELECTRIC VEHICLE CHARGERS

Two electric vehicle chargers located in the Community Center parking lot, and two on S. 28th Street in parking lot # 29, can be used by residents for a nominal fee. Please contact the Management Office to access Fairlington Villages' special code with Blink.

LITTLE LIBRARIES

There are three Little Libraries located next to the main tennis courts along the path to Abingdon Elementary School. There is one for children, one for young adults, and one for adults.

SWIMMING POOLS

There are six pools, one in each ward. The pools are staffed and maintained by a contracted pool management company. Residents must present their valid Fairlington Villages ID card to enter the pools. Residents are entitled to four guest passes per household, which may be picked up from the Management Office. Residents must always accompany their guest. If you are planning a party at the pool, contact the Office. Each spring, a list of swimming pool rules is published in the newsletter and posted on the website.

TENNIS COURTS

There are five lighted tennis courts behind the Community Center and seven unlighted satellite courts throughout the community. A tennis practice backboard is located at court 11. Courts 1, 3, and 12 are striped are striped for pickleball as well.

An adjustable basketball hoop is located at tennis court 13. Please note the use of the court for playing tennis takes precedence over playing basketball. Tennis court 13 is open for basketball during posted hours. The rules for playing basketball are posted on the website.

Please wear appropriate apparel. Residents must display their Fairlington Villages ID card while using the courts. Guests must be accompanied by a resident. Each spring, a list of tennis rules is published in the *North Fairlington News* and posted on the Fairlington Villages website.

TOT LOT

The Tot Lot playground is located between the Management Office and the Community Center. Parents or guardians must accompany children to the Tot Lot. The Association assumes no risk for its use. Please notify Management if you see hazards.



Little Library Motto: take a book, leave a book. Photo by Melanie Alvord.

SERVICES

LANDSCAPE AND LAWN MAINTENANCE

The Association hires landscaping contractors to maintain our common grounds. They mow, edge, and fertilize our turf and remove leaves in the fall. They also prune shrubbery and maintain the common planting beds. From time to time the Board of Directors approves additional services, including landscape enhancements, erosion repairs, and drainage improvements.

PATROL SERVICE

A contract patrol service monitors the property overnight and enforces parking, and other regulations daily from 8 p.m. to 4 a.m. The patrol service telephone number is 571-215-3876. The patrol officer can respond to residents' calls about non-emergency community disturbances; parking violations; and reports of improper use of the swimming pools, tennis courts, or the Community Center. The patrol service provides non-emergency security and safety services. In an emergency, please call 911.



The Memorial Garden, Gazebo, and Tot Lot. Photo by Mark Johnson.

SNOW REMOVAL

The Association provides limited snow removal from leadwalks, parking lots, sidewalks, and steps. Contractors and on-site staff begin work as soon as is reasonably possible after certain depths of snow accumulate. Owners and tenants are responsible for snow removal from their balconies, patios, and vehicles (including around and between vehicles).

TRASH AND RECYCLING

Regular household trash is picked up Monday through Saturday, except Thanksgiving, Christmas, and New Year's Day. Recycling pickup is Wednesday, except Christmas and New Year's Day if they fall on Wednesday. See "**Trash Service and Policy Enforcement**" in the "**Rules**" section on page 82 for more details.

TREES ON COMMON AREAS

Trees are a vital part of our landscape. Trees on the common area belong to the Association. Trees between the public streets and sidewalks and on traffic islands belong to the municipalities. Please notify Management if you see dead, declining, or hazardous trees anywhere on the property. The Association normally replaces dead trees in the fall.

WATERING

The Association encourages all owners and tenants to water the plants near the buildings where they live to help protect our investment in common area greenery. Generally, shrubs and trees may need deep watering two or three times a week during hot, dry spells. The Association pays for all residents' water.

WORK ORDERS

Owners and tenants may call or email Management or use TownSq to request a work order for a common area, building repair, or for landscaping problems in the common area.

When the work is completed, owners or tenants will be notified via email, and a copy of the work order with a response card is left at the requestor's door. Please read the response card, check the appropriate boxes indicating your level of satisfaction, and return it as requested. Management uses your response card as a tool to ensure employees perform professionally and the work is complete.



The 24/7 trash location requires an access code. You can contact the Management Office for details. Photo by Mark Johnson.

GET INVOLVED

Volunteering and Committee Participation

Owners and residents make Fairlington Villages a great place to live. Assessments pay for a management staff and maintenance, but the Association relies on volunteers to create a thriving and well-run community. Without your involvement there are no Board of Directors, community activities, or execution of a multi-million-dollar budget.

The Board invites all residents, both owners and tenants, to participate in our Association activities. The president may create (and dissolve) committees to help run the condominium's affairs. The committees facilitate decision-making by researching specific issues, providing a broader base of opinion, and recommending policies and actions to the Board.

Residents interested in volunteering for a committee may contact Management, a Board member, or the committee chair. Names and contact information are listed in the *North Fairlington News* and on the website. Committee emails are listed on page 3 or by clicking on the committee hyperlink below.

In addition to the Association's standing committees described below, ad hoc committees, or working groups, are created from time to time to advise the Board on special projects or concerns. Recent temporary work groups have studied risk management, rules enforcement, long-range planning, financial reserves, elections, electronic access, trash, noise issues, and hallway renovation. Ad hoc committees usually include a Board member and interested residents.



Our Fourth of July Parade is one example of our favorite annual activities. Photo by Guy Land.

ACTIVITIES COMMITTEE

This committee promotes community spirit through various events: an annual yard sale, pool parties, and theme parties such as the 4th of July Parade, Oktoberfest, Halloween Party, Morning with Santa, and Easter Egg Hunt. Owners and tenants are encouraged to bring their ideas and energy to the committee, which the Board recognizes (and whose activities it funds) as an important aspect of community social life.

BOOK CLUB

A monthly activity enjoyed by our avid reading community is the Book Club, which meets in the Community Center and is sponsored by the Activities Committee. You can read about their upcoming discussions and selected book of the month on their Facebook page.

ARCHITECTURAL CONTROL COMMITTEE

This committee reviews owner variance applications and advises the Board of Directors on their disposition. It also develops standard variance policies as the Board may direct. Residents with legal, architectural, or engineering experience, as well as an interest in protecting our investment, are particularly welcome.

COMMUNICATIONS/ TECHNOLOGY COMMITTEE

This committee is charged with enhancing communication among the Board and owners and tenants. Committee members edit the monthly newsletter, *North Fairlington News*, which is distributed to all units and nonresident owners, and is available via email and on the website. The committee also focuses on technology innovations to enhance communications with the community through social media, such as Facebook and Twitter. Residents with editorial, public relations, or webmaster experience are particularly encouraged to join.

GROUNDS COMMITTEE

This committee assists the Board of Directors in overseeing and maintaining the quality and integrity of our grounds. Committee members join Board members and Management in walk-throughs of the common property usually held at least once annually in either spring or fall. The committee advises the Board on grounds maintenance and improvement, recommends budget items, undertakes projects at the request of the Board, and reviews landscape proposals.

POOLS COMMITTEE

This committee advises the Board of Directors on the operation and maintenance of the swimming pools, including hours, rules, evaluation of our service contractor, and performance of the lifeguards.

TENNIS/PICKLEBALL COMMITTEE

This committee recommends rules for use of the tennis and pickleball courts. It maintains “ladders” and sponsors clinics, parties, and special tennis- and pickleball-related events. At times, the committee retains a tennis pro to teach lessons to residents. All are welcome to participate, especially to attend the monthly socials. Get updated on their Tennis Facebook and Pickleball Facebook pages.

GOOD NEIGHBOR

POLICIES AND RULES

Our quality of life depends on our observance of reasonable, common sense rules. The rules are intended to allow everyone to enjoy Fairlington Villages to the fullest. If you have questions, please contact Management or any Board member.

ACCESS TO UNITS

EMERGENCY ACCESS

Management may need access to your unit, as provided by the By-Laws. Please provide emergency contact information, so we can make all reasonable efforts to contact you in case of an emergency. If we cannot reach you or your emergency contacts during an emergency, Management will utilize a locksmith to gain entry to your unit.



We have rules to use the pools and you need a resident ID. Photo by Management.

NON-EMERGENCY ACCESS

The Association will provide telephone, email, or other written notice of the need to enter your unit and will make arrangements with you (or your tenant) to gain access. Our goal is to provide 72 hours' advance notice.

RULES ENFORCEMENT

For your well-being and that of your neighbors, the Board of Directors has adopted a variety of policies consistent with the By-Laws. As a unit owner, you are responsible for ensuring your family members, guests, contractors, and tenants abide by them. Violations are subject to penalties in accordance with the schedule.

DUE PROCESS PROCEDURE

Whenever a violation of the Association's duly adopted rules and regulations is deemed to have occurred, the following procedures shall be followed:

1. FIRST NOTICE OF ALLEGED VIOLATION
   If an alleged violation does not pose a threat to the safety of any individual or potential damage to property, Management will send a *First Notice of Alleged Violation* letter to the unit owner involved in the alleged violation. This *First Notice of Alleged Violation* letter is written as a friendly reminder outlining the nature of the violation, the action required to abate the violation, and the time frame

required to remedy the violation. If the unit owner is an absentee owner, Management also will mail a *copy* of the letter to the resident/occupant of the unit.

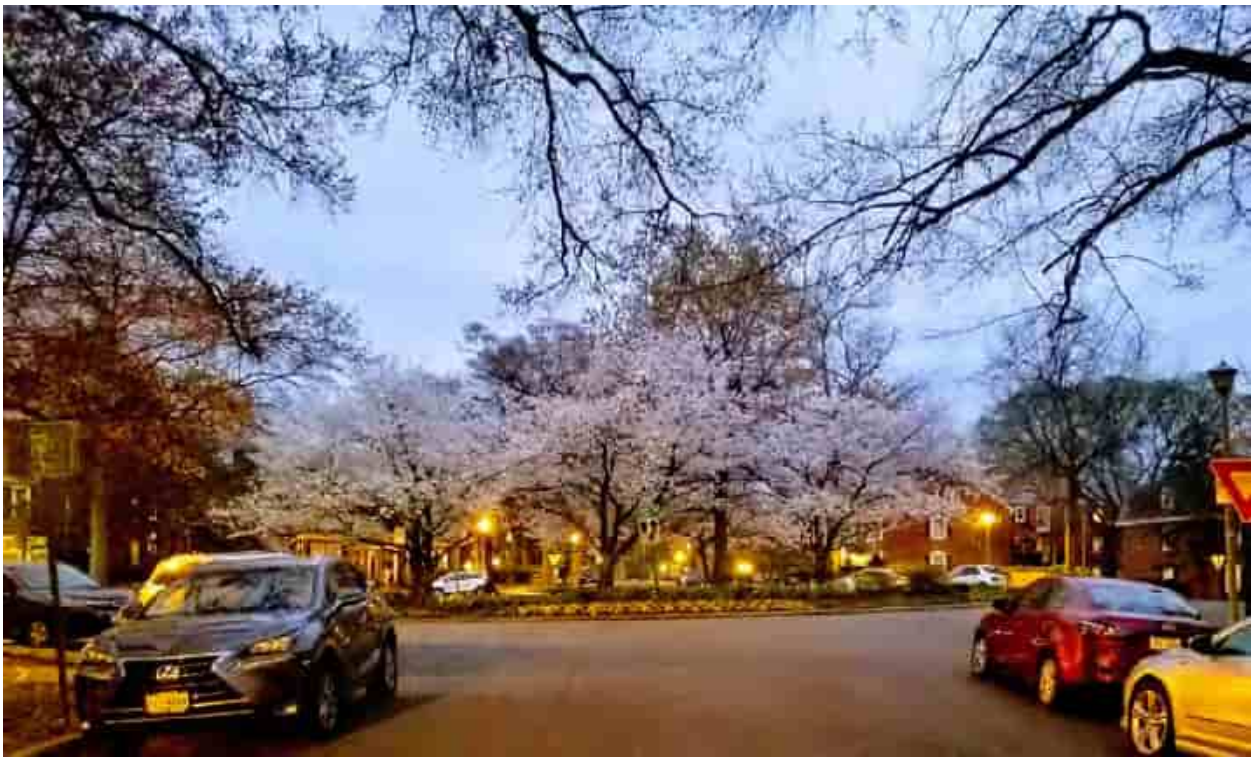
2. SECOND NOTICE OF ALLEGED VIOLATION
   If a second alleged violation occurs or if a continuing violation goes unabated, Management will send a *Second Notice of Alleged Violation* to the unit owner involved in the alleged violation. This letter will take a more firm tone and will again advise the owner of the alleged violation, noting the specific sections of the rules and regulations that are being violated, the action required to abate the violation, and a time frame of not less than *10 days* during which the violation may be abated without further sanction. If the violation is a continuing one or if further violation of the same rule occurs, the result will be the mitigation of the offense at the risk and expense of the unit owner or imposition of sanction. The letter will state that sanctions may include, but are not limited to, the suspension of the owner's/tenant's/occupant's right to use facilities and/or services, and assessments for the violation not to exceed $50 for a single offense or $10 per day for any violation of a continuing nature. If the unit owner is an absentee owner, Management also will mail a *copy* of the letter to the unit tenant/occupant.
3. THIRD NOTICE OF ALLEGED VIOLATION
   Management will notify the unit owner by letter (Certified Mail-Return Receipt requested) if: (1) the alleged violation poses a threat to the safety of any individual or could cause damage to property if unabated; (2) a third notice of violation has occurred within 12 months; (3) a continuing violation has gone unabated; or (4) it is a trash violation. The letter should note the specific sections of the rules and regulations that are being violated and will state that either a $50 assessment will be levied for the violation or, in the case of a continuing violation, there will be a $50 assessment for the initial violation and a $10 per day assessment for as long as the violation continues (up to 90 days) *and/or* mitigation of the offense at the risk and expense of the unit owner without further notice. This letter also shall advise the unit owner that a request may be made, *in writing*, for a hearing before the Board of Directors to contest the citation, provided such request is made within 15 calendar days of notification of the violation. If a written request is not made within the 15 calendar days, the unit owner shall be deemed to have waived the right to a hearing, and any assessment shall be due immediately and shall be treated as an assessment against the unit owner's condominium for the purpose of §55.1-1966 of the Virginia Condominium Act. In addition, a

failure by the unit owner to pay any assessment within 15 calendar days will subject the assessment to late fees and penalties as provided for in the Association's collection procedure

4. VIOLATIONS POSING THREAT TO INDIVIDUALS OR PROPERTY
   If a violation poses a threat to the safety of any individual or could cause damage to property if unabated, Management shall proceed immediately to the protocol outlined in the *Third Notice of Alleged Violation*.

RESTRICTIONS ON ASSESSMENTS

It is understood that the total assessment for any offense of a continuing nature shall not be assessed for a period exceeding 90 days. Further, after the date a lawsuit is filed challenging any such assessments, no additional charges against the homeowner shall accrue. If the court rules in favor of the Association, the Association shall be entitled to collect such charges from the date the action was filed, as well as all other charges assessed against the unit owner prior to the lawsuit. All assessments collected are considered to be a material benefit received by all unit owners.



Our quality of life requires cooperation from all of us. Photo by Melanie Alvord.

RULES

ANTENNAE AND SATELLITE DISHES

No new penetration of or attachment of wires to the exterior wall of any unit shall be allowed in connection with antennae and/or satellite dishes without first obtaining a variance from the Board of Directors. Antennae and/or satellite dishes shall not be installed, maintained, attached or used on any fence, building, or roof within the Association. Antennae and/or satellite dishes shall not be installed into or affixed onto any balcony floor, ceiling, rail, wall, and/or other structure providing support to the balcony. Antennae and/or satellite dishes shall not exceed 1 meter in diameter or diagonal measurement. Except as otherwise stated herein, this policy does not affect the installation, use, or maintenance of antennae and/or satellite dishes within any unit's upper, lower, and vertical boundaries, as those boundaries are stated in the Declaration, so long as the antenna and/or satellite dish does not come into, onto, or through common areas or limited common areas.

All other rules, regulations, and use policies relating to the use of antennae and/or satellite dishes that are not inconsistent with the terms set forth here shall remain in full force and effect.

GROUND LEVEL INSTALLATIONS

Antennae and/or satellite dishes may be attached to a stand-alone post placed in the ground. The antennae and/or satellite dishes shall not extend higher than the window frame's highest point for the ground floor for which the antennae or satellite dish is installed. Antennae and/or satellite dishes can be installed, maintained, and/or used only within the fence line surrounding areas (front, rear, or side) that are under the exclusive use and/or control of the unit owner.

BALCONY INSTALLATIONS

Antennae and/or satellite dishes installed on lower level balconies cannot touch the frame/floor of the balcony above. Antennae and/or satellite dishes installed on upper level balconies cannot extend higher than the window frame's highest point.



Be a good neighbor. Photo by Melanie Alvord.

ARCHITECTURAL CHANGES

Alterations to your unit must be reviewed by the Architectural Control Committee and approved by the Board; please see the "**Appendix: Variance Requests**" on page 87.

ASBESTOS TESTING AND ABATEMENT

Due to the serious health risks associated with asbestos exposure, the U.S. Environmental Protection Agency (EPA) established regulations applying to building renovations and demolitions in 40 CFR 61, "National Emission Standards for Hazardous Air Pollutants" (NESHAP) and Control Number C71 Part 61, M, "Asbestos Applicability to Condo, Co-ops, & Lofts." This regulation requires the Condominium Association to ensure it is notified in advance when renovation or demolition of asbestos-containing building materials will occur within a unit and to report the test results to the VA Department of Environmental Quality or the EPA. Arlington County and the City of Alexandria have separate reporting requirements from the Commonwealth of Virginia.

1. Renovations contemplated to a unit that include: (1) Removal of original vinyl flooring, (2) Removal any flooring mastic manufactured prior to 1982, (3) Removal and or replacement of attic thermal system insulation, or that (4) Impact/disturb popcorn textured ceiling finishes in any manner (scraping the texture, cutting holes for recess lightning, drilling, putting drywall over it, etc.), or (5) Cut or otherwise disturb drywall finished with joint compound manufactured prior to 1982, are required to contract with a licensed asbestos inspector to test for the presence of asbestos in each of the rooms in which the removal/replacement is contemplated, or in which a likelihood of disturbing certain finished surfaces exists (Subject Areas). A copy of the findings of the test shall be attached as an exhibit to a Variance prior to its submission.
2. Unit owners shall be responsible for selecting an asbestos inspector to test for the presence of asbestos who is properly licensed by the state and is capable of complying fully with the monitoring program established by NESHAP (e.g., reporting testing results to the VA Department of Environmental Quality and/or the Federal EPA).
3. In the event that testing confirms that asbestos is not present in the Subject Areas, and in the further event that all other requirements and conditions precedent to completing a Variance Request for the submission to the Board of Directors, or its designated architectural control committee, have been completed, the Variance Request shall be accepted for processing by the Management Team.
4. In the event that testing confirms asbestos is present in the Subject Areas, the unit owner shall be required to arrange for its abatement and removal by a licensed asbestos contractor, employing industry best practices and standards, in full compliance with the monitoring program established by NESHAP and to re-test for the presence of asbestos following abatement and removal.

ASBESTOS continues

ASBESTOS (continued)

Sampling should be conducted to confirm that no residual asbestos exists in the air.

5. In the event that retesting of the Subject Area confirms that asbestos fibers are not present in the Subject Areas, and in the further event that all other requirements and conditions precedent to completing a Variance Request for the submission to the Board of Directors, or its designated architectural control committee, have been completed the Variance Request shall be complete and accepted for processing by Management.

AWNINGS

Retractable awnings may be installed on top floor apartment and ground floor townhouse balconies. Awnings may not be installed on individual (single) windows or on the front or side of any unit.



A flowering redbud tree. Photo by Harold Reem.

The unit owner wishing to install an awning must contact the Management Office and sign an Awning Maintenance Agreement *prior* to installation. This signed agreement will be placed in the unit owners' file and a copy will be provided to the chair of the Architectural Control Committee.

Upon receipt of written approval from Management, the unit owner has 90 days in which to begin installation. Upon completion of installation, the unit owner has 30 days in which to notify Management. Management will inspect the work for compliance and advise the resident in writing if any changes are necessary.

The awning material must be canvas; the approved style is "Patio Canopy." The five approved Sunbrella brand colors are:

- Solid Terra Cotta
- Terra Cotta background with natural stripe
- Solid Forest Green
- Forest Green background with natural stripe
- Forest Green Fancy.

All awnings must be installed by a professional awning installer. The unit owner will ensure that the framework and/or housing unit is installed in either of the two approved colors: black or dark brown. If a retractable motorized housing is installed, all parts, including the electrical box, power switch, and any wire covers, must be black or dark brown. When a motorized retractable awning is installed, an existing exterior electrical outlet will be used. If an exterior outlet does not exist, the unit owner must comply with the Standard Policy for Installing Exterior Outlets, see "**Exterior Electrical Outlets**" on page 65.

AWNINGS continue

AWNINGS (continued)

The awning cannot extend further than the balcony railing. All awnings on any one building must be of the same fabric design, style, and color. A "building" is defined as a contiguous set of units.

The awning must be retracted or removed from November 1 through March 31 each year. The awning and any framework and/or housing must be in good working condition and appearance at all times. The canvas awning will be cleaned regularly (instructions for care and cleaning are attached to the Awning Maintenance Agreement). Management will inspect awnings for compliance on an annual basis.

When an awning is permanently removed, the unit owner is responsible for restoring the building to its original condition (i.e., re-pointing the brick after removal of the framework, retractable housing, motorized unit, electrical box, power switch, wires, and wire covers.)

The unit owner is fully responsible for, and holds the Association harmless from, any and all damage, including but not limited to the unit owner(s) property, to the Association's property, to the property of others, and/or to the common area property, that results from the installation, use, cleaning, maintenance, and/or existence of the awning. Upon sale of the unit, responsibility for the awning conveys to the new unit owner.

BALCONIES

The Association maintains the balconies' physical structure, but unit owners are responsible for proper use and cleaning. Please be considerate in the way you use your balcony railing and deck frames.

RESPONSIBILITY FOR ITEMS ON BALCONIES

Residents are responsible for safely securing all personal items placed or stored on balconies. Residents shall be liable for and shall indemnify, defend and hold harmless the Association from any and all damage to, without limitation, any person, neighboring units or common elements (including limited common elements) or any other property. To the extend the resident is a tenant, the unit owner/landlord shall be jointly and severally liable for same and shall jointly indemnify, defend and hold the Association harmless. Residents and landlord owners are strongly encouraged to obtain insurance coverage to cover any claims that may arise due to items that may fall from their balconies.

BALCONY AND DECK CARE RECOMMENDED BY THE MANUFACTURER

MAINTENANCE:

- Check periodically for any loose parts, such as screws or railing pickets.
- If chips or scratches are found in the powder coat surface of the railing, use black enamel touch-up paint (either spray or liquid).

CLEANING:

- Residents may not sweep or throw any dirt or debris off of balconies.
- Dirt and debris: Dish soap and warm water is generally all that is needed to clean a deck or balcony of dirt and debris. An eco-friendly cleaner called "Citadel's Eco Cleaner" is available directly from Citadel Coatings at

BALCONIES continue

BALCONIES (continued)

www.citadelfloors.com or telephone 866-765-4310. You may use any citrus-based cleaner such as Zep Citrus Degreaser, available at many retailers. Do not use acid solutions, bleach, steel wool, or other harsh abrasives.

- Ice and snow: Use a plastic shovel, NOT a metal shovel, to remove ice and snow.
- Oil and grease stains: Rinse any oil and grease stains with dish soap and hot water as soon as possible. For tough stains, Citadel's Eco Cleaner may be required.
- Mold and mildew: Semi-annual (spring and fall) cleaning of the deck prevents the buildup of pollen and debris that support mold growth.



Balcony care is imperative to helping keep the community attractive. Photo by Mark Johnson.

PLANTERS, HANGING BASKETS, AND FLOWER BOXES

Planters, hanging baskets, and flower boxes on railings (saddle style or one-sided boxes facing in) are permitted. On ground level balconies, one-sided planters may face out. Planters must have shims or feet so that air can circulate, allowing water to drain away and keeping the balcony deck clean and dry. Hanging baskets may be hung from the crossbeam of an above balcony using heavy duty zip ties or cords that can support the weight of the basket. Flower boxes must be securely attached to railings using zip ties to prevent them from falling. Planters that straddle the rail must be designed to fit the balcony railing width (2 inches).

RESTRICTIONS:

- Clay bricks, which absorb water, are not permitted as planter shims or supports.
- One-sided flower boxes on railings facing out are not permitted on second and third floor balconies because they may fall.
- Holes may not be drilled into bricks/mortar, railings, decks, or roofs.
- Bungee cords may not be used to secure hanging baskets or planters.
- Residents may not sweep or throw any dirt or debris off of balconies.

LIGHTING & DECORATIVE ITEMS

Decorative outdoor lighting, no brighter than 45 watts/450 lumens, is permitted. Lighting must be securely fastened to railings or posts (either by wrapping around or using zip ties) and turned off from 11 p.m. to 6 a.m.

BALCONIES continue

BALCONIES (continued)

Candles are permitted provided they are at least 12 inches away from combustible materials, including decorative materials, and are not left unattended.

Hanging decorative items are permitted provided they are hung securely. Bird feeders that use seeds are permitted on first floor balconies and on second and third floor balconies that do not have patios below their unit. Hummingbird feeders are permitted on all balconies because they use a sugar and water mixture rather than seeds.

RESTRICTIONS:

- Bird feeders that use seeds are not permitted on second and third floor balconies with patios below their unit, since the seeds can attract rodents and other pests.

PRIVACY AND NOISE ABATEMENT ITEMS

Horizontal privacy screens made of faux panels (e.g., plastic leaves, aerated screen) are permitted. They must be firmly secured to balcony railings with zip ties, bungee cords, or non-scratching materials.

Decorative free-standing vertical privacy dividers are permitted. They may only be placed on the interior side facing other balconies and/or HVAC units, and they must be firmly secured to railing posts with at least 50 lb. strength cables or other heavy-duty ties and/or bungee cords. Privacy dividers must be a neutral solid color (black, brown/wood, beige, or white).

RESTRICTIONS:

- Curtains are not permitted because they can become airborne in high winds and could be a fire hazard.
- Patio canopies are not permitted because they are designed for anchoring in the ground and are not safe for use on balconies.

FREE-STANDING ITEMS AND STORAGE

- Bicycles, resin deck/storage boxes, and patio-type furniture are permitted. Resin deck/storage boxes may not exceed the height of the balcony railing.
- Floor coverings (such as outdoor rugs or interlocking tiles) made of polypropylene or wood are permitted.
- Children's tents or teepees are permitted provided they are disassembled and stored during heavy wind and rainstorms so as not to become airborne.

RESTRICTIONS:

- Glass tables and glass shelving of any size and function are not permitted because they can become airborne and break.
- Floor coverings with plastic or rubber backing as well as artificial turf are not permitted because they can melt and damage the balcony deck surface.
- Clay bricks and other free-standing items placed to close the gap between the bottom horizontal rail and the deck are not permitted because they are not secured and can easily fall.

GRILLS AND FIRE PITS

Electric grills that are designed for outdoor use and listed by a recognized testing authority are permitted. Manufacturer's safety precautions and instructions must

BALCONIES continue

BALCONIES (continued)

be followed, including requirements for the type of electrical outlet (e.g., GFCI outlet); amperage, cord length and outdoor usage rating for an extension cord (if needed), and protection from weather.

One GFCI electrical outlet is permitted to be installed on balconies provided it is installed no more than 18 inches above the ground or a balcony deck on an exterior wall; is installed by a professional, licensed electrician; and is enclosed in a weather-proof receptacle with a hinged cover over the outlet.

Refer to the Handbook section on "**Fire Safety and Prevention**" on page 67 for additional information.

RESTRICTIONS:

- In accordance with the Arlington County Fire Prevention Code Section 308.1.4 and City of Alexandria restrictions, which follow the Virginia Statewide Fire Prevention Code Section 308.3.1, all charcoal and gas grills, portable outdoor fire pits, and other recreational fires are not permitted on balconies.
- All smokers and deep fryers/turkey fryers are not permitted regardless of heat source (charcoal, gas, or electricity).

HAMMOCKS

Hammocks and other types of hanging/suspended seating are permitted provided that the installation and use does not alter the balcony structure (support beams, railings, deck, ceiling) or the brick wall. Types of approved hammocks include: free standing hammocks with a stainless steel hammock stand, single person hammocks hung only between the two vertical support posts at opposite ends of the balcony, and hanging or suspended seating hung using a combination of the horizontal or vertical support beams/posts (gross weight limit of 250 pounds). There is a limit of one hammock or hanging/suspended seat per balcony.

RESTRICTIONS:

- Invasive anchor points (drilling holes, adding high tension wiring with crimps, etc.) are not permitted.

UMBRELLAS

Umbrellas tethered to balcony railings or in base stands tethered to the balcony railing

BALCONIES continue



The beautiful landscaping in the community is a point of pride. Photo by Greg Roby.

BALCONIES (continued)

are permitted. Quality (one-, two-, or three-tier) umbrellas must be tethered securely to inside balcony railings using fasteners such as steel strap U-brackets (for bottom, middle, and upper attachment to the balcony rail on the 2-inch rail), gear ties, zip ties, or paracord. A variety of umbrella deck mounts/patio umbrella holders to secure umbrellas to the balcony railing can be purchased online or in home improvement stores.

Umbrellas in a base stand must be in a heavy duty stand appropriate for the size of the umbrella (add 10 pounds for every foot; a 7.5-foot umbrella requires a 75-80 pound base stand and a 9-foot umbrella requires a 90-100 pound base stand). The umbrella must also be tethered to the railing for safety using a bungee cord, gear ties, or strap. Use of an umbrella cone wedge plug stabilizer to steady the base stand and pole connection is strongly suggested.

For safety, always close and secure umbrellas with a strap, tie, or cover bag when not in use, as well as in excessively windy and stormy weather.

RESTRICTIONS:

- Cantilever umbrellas are not permitted because the base and canopy size are too large for Fairlington balconies.

CAMERAS

The installation of surveillance cameras other than video doorbell and carriage/porch light "light bulb" style cameras on the common elements, including the exterior of the buildings, fences, porches, porticos, etc., is prohibited.

CARPETING OF APARTMENT UNITS

The Association recommends that 80 percent of upper story apartment units' floor space be covered with carpet or rugs to reduce noise for the residents below. Please be considerate of your neighbors.

CLOTHESLINES

Outside clothes dryers or clotheslines on patios or balconies are prohibited.

COMMON INTEREST COMPLAINT PROCESS

The Board of Directors adopted a process for handling complaints of violations of law and regulation by the Association, its Board, or its management agent. Consistent with the Virginia Ombudsman Regulations that went into effect in July 2012, the Association has adopted a complaint process and form, which can be found on the website or obtained from the Management Office.

DECORATIONS

DECORATIVE ITEMS IN LIMITED COMMON AREAS AND SHARED COMMON AREAS

Moderate seasonal displays are allowed on apartment and townhouse doors. The Association reserves the right to immediately remove decorations deemed to be discriminatory, inflammatory, and/or offensive in nature. Door hangers/swags should be used to hang decorations.

Unit owners and tenants placing objects in these areas implicitly acknowledge that others using or maintaining the shared

DECORATIONS continue



Fairlingtonians celebrate the holidays with seasonal decorations. Photo by Guy Land.

DECORATIONS (continued)

spaces may damage the items, and owners thereby release the Association from claims on their items placed in common or limited common areas. The Association provides no recourse and assumes no liability for damage caused to or by items placed by residents in the common areas (e.g., in front of units, shared doors, porches, hallways, or stairways in multiunit buildings, and grounds, trees, and bushes outside of fenced areas), or limited common areas (e.g. balcony, patio).

The Association reserves the right to revoke or modify the standard policy on a case-by-case basis. This standard policy replaces or supersedes only those existing rules, regulations, or policies with which it is in direct conflict. Owners have the option of submitting a standard Variance Request Form, which would be independent of this policy. Exterior Halloween decorations are permitted from October 15 to November 8.

DECORATIVE ITEMS IN LIMITED COMMON AREA FENCES AND GATES

Owners and tenants may attach decorative items to the interior of their backyard fence and gate according to the guidelines below. Attachments are not permitted to the exterior or top of fences and gates. Owners and tenants who make attachments to their fence and gate acknowledge that the

DECORATIONS continue

DECORATIONS (continued)

Association is responsible for the maintenance of the fence and gate and may require removal of items from the fence and gate. By attaching an item to the fence or gate, the owner/tenant releases the Association from any claim associated with damage or loss of the attached item. In addition:

- Attachments to the interior fence and gate may not compromise the fence's or the gate's structural integrity or cause leaning or bowing.
- The fence and gate may not be used as part of a structure or be attached to a structure (e.g., deck, shed, etc.).
- Any item (e.g., screws, bolts, nails) used to attach items to the fence or gate must be one-quarter inch (¼″) or less in diameter and may not protrude through the fence, fence board, or gate.



Halloween decorations are permitted from October 15 to November 8. Photo courtesy of a neighbor.

- Electrical installations (e.g., lights, etc.) must be installed in accordance with the applicable building codes and Association By-Laws.
- Residents are not permitted to alter brick areas or balconies without an approved variance.

PERMISSION PROCESS FOR DECORATIONS IN SHARED COMMON AREAS

Permission may be granted to decorate the common area of a multiunit building (e.g., front door and porch, hallway, stairway) or shared porch if the resident presents to the Architectural Control Committee a completed "Request for Decorating Shared Common Areas Approval Form." The approval form is not required for Halloween decorations displayed from October 15 to November 8 or holiday decorations displayed in accordance with this policy exclusively from November 15 to January 15 annually. The approval form requires the following:

- A timeline for the proposed change.
- A description of the area that is proposed to be decorated/altered, including unit number and address.
- A detailed description of the proposed changes.
- Signature approval of one resident from each unit in the building.
- A statement that the requestor releases the Association and residents from any liability associated with damage to items placed in the common areas.
- The date of the request and the printed name, contact information, and signature of the requestor.

DECORATIONS continue

DECORATIONS (continued)

DECORATIONS IN MULTIUNIT BUILDING COMMON AREAS

Residents may:

- Place a doormat outside of the door of a unit in a common area hallway. The doormat may not be more than 1 inch thick or more than 3 feet by 5 feet in area. The doormat may not obstruct the hallway in any way.
- Decorate the door of their unit in a multiunit hallway. Under no circumstances may any alterations or penetrations be made to the door, jamb, or any part of the building. Over-the-door hangers, magnets, and suction cups are options under this policy for displaying door decorations. Decorations must weigh less than 5 pounds and may not protrude into the hallway more than 6 inches from the door.

DECORATIONS ON EXTERIOR DOORS AND WINDOWS

- Exterior townhouse doors are governed by the same rules that apply to interior Multiunit Building Common Areas (see above).
- Exterior individual doors in multiunit buildings are governed by the same rules that apply to interior Multiunit Building Common Areas (see above).
- Exterior shared multiunit doors and shared porches are governed by the same rules that apply to interior Multiunit Building Common Areas (see above).
- Exterior surface of windows (e.g., pane, sill, casing): Decorations, such as wreaths, are permitted from November 15 through January 15 only.

DECORATION CODE COMPLIANCE

All decorations placed in or on common or limited common areas and all usage of common or limited common areas must be in accordance with manufacturers' directions; any applicable federal, state, and local codes and regulations; as well as the Association's rules, regulations, By-Laws, and policies.

DOOR MAINTENANCE AND REPLACEMENT

The Association paints all exterior unit doors on a schedule.

- Entry doors of multiunit buildings and all front, rear, and side townhouse entry doors (with the exception of French doors) must be painted in one of the following approved colors:
  - Lowes exterior latex gloss: Ebony Field (gray)
  - Sherwin Williams exterior latex gloss: Magellan Blue, Barn (red), Chard (green), Black, or Chestnut Brown
  - Natural stain
- Townhouse entry doors that share a front porch must be the same color.
- Apartment and townhouse rear French doors to balconies and side French doors to patios must be painted white.
- Townhouse front, rear, and side entry doors should be the same color.
- Peepholes (brass or antique brass only) may be installed in front doors.
- Deadbolt locks (brass or antique brass only) may be installed.
- Other alterations to the door or frame require a variance.

DOOR MAINTENANCE continues



Fairlington Villages is a welcoming community. Photo by Jim Ostroff.

DOOR MAINTENANCE (continued)

- Replacement of all unit exterior doors and door openings, including the sidelights, which are part of the door system, are the responsibility of the homeowner. Replacement doors must be identical to the existing door or consistent with an approved variance. Unit Owners are responsible for maintaining the existing historic trim details and for all damages to the unit and/or common elements resulting from improper door or incorrect installation.
- Storm doors must be aluminum or vinyl-clad aluminum with a white exterior finish and have a plain frame no wider than four inches.
- Storm doors must be in working condition.

DOORBELLS AND VIDEO DOORBELLS

Unit owners are permitted to install video doorbells on the exterior door or door jamb of townhomes or the unit door or door jamb of condominiums in multiunit buildings. Video doorbells or other devices may not be installed on the exterior door or walls of multiunit buildings.

EGRESS WINDOWS AND WINDOW WELLS

Unit owners may apply for a variance to install an egress window emergency exit and egress window well. Like all variance requests, this request will be submitted to Management for review and evaluation, and complete, proper valid requests will be presented to the Architectural Control Committee for review, and thereafter to the Board of Directors for approval.

I. UNIT OWNERS

Unit owners are fully and solely responsible for the cost of design, construction, landscape repair and restoration, and any building damage related to or caused by the installation, ongoing existence, and maintenance of an egress window. They are responsible for the variance submission related to this request, and full compliance with all conditions on the Variance Request Form and in the required Maintenance Covenant Agreement.

II. VARIANCE REQUESTS

Variance requests must include the design, plans, specifications, engineering report and other information required for all variance applications. Egress window requests must also include the following:

EGRESS WINDOWS continue

EGRESS WINDOWS (continued)

A. Detailed drawings of the location, dimensions of the proposed window, the excavation plan, the installation plan, and plans showing the projected final exterior appearance. Photographs of the existing landscaping must be provided. This information shall be provided in paper and digital form if possible.
B. A description of the materials to be used.
C. The name of the contractor, contact information, license, and proof of insurance naming Fairlington Villages, A Condominium as an additional named insured with liability coverage of at least $1,000,000.
D. An executed Maintenance Agreement (Exhibit A).
E. The review of an egress window request will be based on an evaluation of many factors as described in this policy, on the Variance Request Form and in our By-Laws. While the Board will apply the criteria fairly and consistently, each application will be reviewed on a case-by-case basis, and approval of a request is at the discretion of the Board of Directors.

III. DESIGN AND OTHER REQUIREMENTS SPECIFIC TO EGRESS WINDOWS

The following specifications and requirements are in addition to requirements in the By-Laws, other Fairlington Villages policies, and the building code:

A. Egress window installations may be located on the front, side, or rear of a unit, depending on the terrain, surrounding area, and aesthetics of the proposed egress window.
B. No more than one egress window per unit is allowed, unless an exception is requested, supported by a strong justification, and approved by the Board through a separate variance request.
C. This policy permits consideration of egress windows at locations that require an existing window well to be enlarged or a new well to be created where none currently exist. All evaluations and decisions are subject to the criteria in this policy, the By-Laws, and the building code.
D. All proposed egress window installations may be at a location with an existing window on the same level as that unit, or in a location where no window fenestration currently exists. Depending upon the unit, that existing window or the new window fenestration may be above grade, below grade, or partially above and partially below.
E. Requests will be denied when there is an irreversible or incontrovertible impediment. Examples of incontrovertible impediments include:
    1. Outside underground utilities that cannot be moved.
    2. Requests that include an oversized window well or a well that is smaller than the minimum size required by the building code.
F. Other impediments that are not irreversible or incontrovertible will be evaluated and decided on a case-by-case basis. Examples which are not considered incontrovertible impediment cases include:

EGRESS WINDOWS continue

EGRESS WINDOWS (continued)

1. A need to modify existing internal utilities (main waterlines at rear of homes/electric/plumbing).
2. A need to modify existing HVAC system configurations.

   All utility lines or conduit within proposed opening areas or window wells shall be identified, and the plans and installation shall be adjusted as necessary to avoid interference.

G. To maintain wall integrity, concrete and masonry walls shall be saw cut along the perimeter of the area to be removed. If reinforcing steel is impacted in walls, you must promptly consult with a structural engineer, modify the design and installation as required, promptly notify the office, and provide timely status updates.

H. All windows require structural support from a lintel.
   1. For changes to existing windows, the steel lintel at the top of existing window openings shall not be altered. Exterior wall construction may only be altered to the extent needed to increase the height of the existing window opening, and only the wall below the existing window may be altered to create a larger opening.
   2. Newly created windows with a new fenestration require installation of a steel lintel at the window head for structural integrity. The steel lintel shall be sized to carry the dead load of the wall above and detailed to be professionally installed within the opening with materials and workmanship that match and blend well with the existing brick work.

I. The appearance of new window installations shall reflect the characteristics of existing window openings throughout the community. This includes, at a minimum:
   1. The window width, color, style, and materials of the window, trim, and related components and accessories.
   2. Evaluation of an egress window at a new location with a new fenestration may be influenced by the following additional criteria:

      The location of a new window should not create an asymmetrical appearance. If there is an above grade window, ideally the new window would be located to align with the window above.

      Concern about alignment may be of lower importance or even not applicable if the window location is within the fenced area at the back of the unit, or the new window will be installed completely below grade. However, 100% below grade installations may not be suitable for units

EGRESS WINDOWS continue



They say a person's eyes are windows to their soul, but what about pumpkins? Photo by Guy Land.

EGRESS WINDOWS (continued)

where the basement itself is not fully below grade.

IV. WINDOW WELL DESIGN

A. Wells shall be a half circle or half oval constructed with galvanized steel left unpainted or painted white. Wood retaining walls are not permitted. Concrete formations may be specified in lieu of galvanized steel.
B. To minimize water problems, all window wells will extend at least 12 inches below the bottom of the windowsill and be filled with gravel until level with the bottom of the sill. The top of wells 3 or more inches above the surrounding grade will be extended to a height sufficient to prevent water run-off from entering the well.
C. All wells must be covered with a black metal grate and a heavy-duty transparent plastic cover with a slope no greater than one inch (1") to carry water away from the building and to protect the well. Per building code, all well covers must be removable from the inside without special tools.

V. WINDOW STYLE

A. Only the single crank "hinged double-hung sash window" replicating aesthetics of the Federal-style architecture of the condominium and identified in the December 2020 Replacement Residential Window Standard Policy with two sashes, each containing one (1) vertical mullion and two (2) horizontal mullions creating a six-pane appearance in each sash is permitted regardless of whether the basement is 100% above-grade or partially above or below grade.
B. Only the double-hung sash window model specified above will fit the existing fenestration under the existing window lintels, regardless of the grade onto which the window opens. Sliding windows are prohibited.
C. Windows cannot be wider than an existing opening and must allow egress and proper clearance as per code requirements. New fenestration openings cannot be wider than the standard width of existing lower-level window fenestration in the buildings.
D. The specified windows are of the swing type and shall be installed with proper detailing at window heads, jambs, and sills to prevent air and water intrusion.
E. Requests for windows that are partially above grade and require a window well must open inward. Efforts to open an outward opening window that is partially above grade and partially below grade will be blocked by the grate and transparent plastic cover installed over the window well.

VI. WATERPROOFING REQUIREMENTS

Unit Owners are required to waterproof the exterior of the exposed wall from the window stool to the foundation footer using the following method:

- Purge the exposed wall from top to bottom.
- Use hydraulic cement and inject it into any crack or cavity.
- Apply elastomeric rubberized paint.
- Back fill and tamp soil.

EGRESS WINDOWS continue

EGRESS WINDOWS (continued)

VII. PERMITTING & CONSTRUCTION, PAPERWORK, AND NOTIFICATION

A. The unit owner shall comply with all the requests and requirements on the Variance Request Form, including submission of building permits, notification of the start and completion of work, and approval of completed work by building inspectors.

B. An approved Variance Request Form contains other essential information such as the time permitted to start work once a variance is approved, and the time after which an approval expires if the work is not completed. All variance request forms for an egress window shall be completed to state that all construction work must be completed within 5 business days of the start of construction.

C. Like all approved variances, work on an approved egress window is limited to the days, times, and other requirements described in the approved Home Construction/Renovation Noise policy which currently lists construction workdays and hours as:
Monday through Friday: 7 a.m. to 6 p.m.
Saturday: 9 a.m. to 6 p.m.
Sunday & Holidays: 10 a.m. to 6 p.m.

D. The unit owner shall bear responsibility for all costs related to the design, planning, installation, maintenance,repair, and damages from an egress window as are more fully described in the separate Maintenance Covenant Agreement required for the approval and installation of all egress windows.

VIII. LANDSCAPING REQUIREMENTS

A. All applications will be evaluated for landscaping on a case-by-case basis.

B. If the requested location for the window is near a tree, Management will assess the tree and location and may require evaluation by an arborist of the Association's choosing to determine the risk of excavation compromising the stability or health of the tree. The unit owner will bear the cost of any arborist's assessment.

C. Removal costs for approved applications that require removal of a tree will be borne by the unit owner. In situations where there may exist an Association interest in a tree's removal (e.g., a

EGRESS WINDOWS continue



Fairlington in autumn. Photo by Melanie Alvord.

EGRESS WINDOWS (continued)

tree in rapid decline, damaging sewage lines or building foundations, etc.), removal expense may be apportioned between the Association and the unit owner.

D. The scope of landscape planning will be determined by the Association on a case- by-case basis. Landscape plans may need to address many issues such as, but not limited to, the following:
   1. Excavation requirements (dimensions of excavated area).
   2. A list shrubs or other plants that need to be removed.
   3. Final grading elevation needs.
   4. Plans showing the type, size, and location of replacement trees/shrubs, plants, and ground cover.
   5. A plan to maintain newly planted trees/shrubs or other plants.

E. The unit owner will bear the cost of re-landscaping. Re-landscaping will be managed by Management including:
   1. Identification of shrubs and plants that need to be removed.
   2. Final grading elevation requirements.
   3. Selection of the type, size, and location of replacement trees/shrubs, plants, and other ground cover (with input from the unit owner as appropriate).

F. The unit owner will take responsibility for watering the new plantings to ensure they succeed.

ELECTRIC CIRCUIT BREAKERS

The circuit breaker is located in the entrance foyer, dining room, laundry room, or den, depending on your type of unit. The main circuit breaker usually is located next to the electric meter. Be familiar with your circuit breakers.

EXTERIOR BATHROOM VENTS

To maintain the historical appearance of our property, the installation of residential exterior vents shall adhere to the following restrictions. These restrictions apply to any residential exterior venting that penetrates the exterior structure (i.e., rear walls of the buildings). Please see the "**Chart of Maintenance Responsibilities**" on page 15 for more information.

- Exterior venting may penetrate only the rear of buildings and may be placed near another intake ventilating system.
- Exhaust ducting may not be joined or combined into any existing ducting, exhaust or otherwise.
- Exterior vent aperture/hole shall be round, cut (not chiseled), and not be larger than 4 inches in diameter. The exterior vent cover may not be larger than 6 inches square, and exterior cover must be sealed properly and weather tight.
- Exterior vent covers shall be made of aluminum or plastic, square in shape, and not painted. Vents may not vent into attic spaces per International Mechanics Code, Chapter 5 (Exhaust Systems), Section 501, which states: "The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a nuisance and from which it cannot again be drawn in by a ventilating system. Air shall not be exhausted into an attic or crawl space."

EXTERIOR BATHROOM VENTS continue

EXTERIOR BATHROOM VENTS (continued)

- Vents may not penetrate the roof, soffit, or fascia of any building.
- A licensed contractor must perform work that penetrates the exterior of a building wall while conforming to all county, city, and Association policies.
- Requests for all other types of exterior venting, or any venting that requires removal of or that impacts the shutters, must be made to the Architectural Control Committee.
- Unit owners must sign a statement indicating they will comply with the standard policy when installing a residential bathroom exterior vent.



Have a seat on this beautifully landscaped bench outside of our Community Center. Photo by Mark Johnson.

EXTERIOR ELECTRICAL OUTLETS

To maintain the structural integrity, condition, and appearance of the exterior brick walls of residential units on the property, the installation of any exterior electrical outlet shall adhere to the following restrictions. These restrictions apply to any exterior outlet that penetrates the exterior of residential buildings.

- One exterior electrical outlet may be installed outside near the rear back or side door of residential units.
- The electrical outlet must be of the ground fault circuit interrupter (GFCI) type and must be enclosed in weatherproof receptacles with hinged cover over the outlet.
- All work must be performed by a professional, licensed electrician in conformance with Arlington County and City of Alexandria codes and with proper permits obtained.
- An exterior electrical outlet is to be installed no more than 18 inches above the ground or a balcony floor on the exterior wall.
- An exterior electrical outlet may not be attached to balconies or fences.
- Housing should be made of electrical code materials.
- No external wiring or conduits may be used.

EXTERIOR LIGHT FIXTURES

In accordance with the By-Laws and to preserve the historic designation of Fairlington Villages, the replacement of residential exterior lighting shall adhere to the following restrictions. These restrictions apply to any exterior lighting affixed to the front, side, or back of the unit.

EXTERIOR LIGHT FIXTURES continue



Evening play on the tennis courts is possible thanks to exterior lighting. Be sure to take your resident identification card. Photo by Mark Johnson.

EXTERIOR LIGHT FIXTURES (continued)

The "**Chart of Maintenance Responsibilities**" states that:

- If the light fixture serves one unit, the fixture is the unit owner's responsibility.
- If the light fixture serves more than one unit, the fixture is the Association's responsibility.
- If there is a boiler room under your unit, the light fixture at the entry way to that boiler room is the Association's responsibility.

Lighting fixtures that are the responsibility of, and replaced by, the unit owner must be of like style to the fixture original to the unit or "carriage/coach-style" lighting. Carriage/coach style is defined as a "coach" light style having multi-faceted glass panes, some with a top or a bottom cap — usually tapering to a point at both top and/or bottom. These fixtures come with standard or motion/photosensitive features. One approved fixture is Hampton Bay #248593, Outdoor Motion Sensing, Wall Lantern, Black Finish, (covers 1400 square feet and has 180 degree detection zone).

- Lighting fixtures must be black in color with clear glass panes.
- Lighting fixtures of the carriage/coach-style shall not exceed 16-inches in total height and 6-inches in width at the widest point.
- Lighting fixtures must be operable and in good condition, i.e. appearance, always.
- No new penetration of the exterior wall of any unit shall be allowed without a variance, and lighting fixtures shall not be installed in any other location on the building other than the original fixture location without a variance.

Flood lights and security-style lighting may not be installed by a homeowner. A homeowner may make a request to the Architectural Control Committee for the Association to install security lighting on the exterior of a residential building. After reviewing such a request, the committee will make its recommendation to the Board. At no time will security lighting be installed in lieu of the original exterior light fixture (jelly-jar) or the carriage/coach style light fixture.

With the exception of the Standard Variance for video doorbell and carriage/porch light "light bulb" style cameras, exterior cameras may not be installed by a homeowner.

EXTERIOR LIGHT FIXTURES continue

EXTERIOR LIGHT FIXTURES (continued)

Carriage/coach style light fixtures may have their light bulbs replaced with a "bulb" security camera so long as they fit within the existing light fixture. One approved light bulb camera is LaView LV-PWL2-W Bulb Security Camera.

FIRE LANES

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

FIRE SAFETY AND PREVENTION

Owners and tenants should follow these fire safety precautions:

- Do not use or store flammable, combustible, or explosive fluids, materials, chemicals, or substances (except those used for normal household cleaning) in units or in limited common elements.
- Know the location of smoke detectors and extinguishers in your apartment building stairwell.
- In case of a kitchen grease fire, snuff oxygen by covering the pan or by throwing flour or dirt from a houseplant on the fire. NEVER pour water on burning grease.
- Do not allow trash to accumulate.
- Do not empty ashtrays into trash cans without extinguishing smoking materials.
- Do not use flammables, such as gasoline or lacquer thinner, as cleaning agents.
- Test your smoke detector regularly and change your batteries twice a year.
- Post the emergency number for fire, police, and ambulance near all of your telephones.
- Do not smoke in bed.
- Do not leave unattended food on the stove.
- Do not leave burning candles unattended.

ARLINGTON COUNTY RESTRICTIONS

Section 308.3.1 of the Arlington County Fire Prevention Code states: "no charcoal burners and other open-flame cooking devices fueled by combustible or flammable gases, liquids, or solids shall be used, operated, or stored on any balcony, rooftop, or deck of any building or within 15 feet of combustible construction or residential occupancy." Arlington County exceptions include the following:

- Detached one- and two-family dwellings, attached single-family dwellings and townhouse(s).
- Where buildings, balconies, and decks are protected by an automatic sprinkler system.
- Cooking devices using electricity as the heating source and listed by a recognized testing authority.
- Cooking devices using natural gas as the heating source and those listed by a nationally recognized testing authority may be operated on non-combustible rooftop, patio, terraces, balconies, and/or decks.

THE CITY OF ALEXANDRIA RESTRICTIONS

The City of Alexandria follows the Virginia Statewide Fire Prevention Code. Section

FIRE SAFETY continues



The flag of the United States is the only flag allowed for display. Photo by Guy Land.

FIRE SAFETY (continued)

308.3.1 states that charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. City of Alexandria exceptions include the following:

- One- and two-family dwellings.
- Where buildings, balconies and decks are protected by an automatic sprinkler system.

FLAG DISPLAY

The Board of Directors has adopted the following policy for displaying the flag of the United States in the common elements:

- The Board provides an exception to Article XV, Section 1, of the By-Laws to allow display of the flag of the United States.
- The flag may be displayed only from a staff projecting from a building. The staff may be affixed to wood surfaces of building exteriors, including the capping of a unit window. The flag's union should be placed at the peak of the staff unless the flag is at half-staff.
- Traditional guidelines call for displaying the flag in public only from sunrise to sunset. However, the flag may be displayed at all times if it is illuminated during darkness.
- The flag should not be subject to weather damage. It should not be displayed during rain, snow, or wind storms unless it is an all-weather flag.
- The flag should hang freely and should not touch the ground or any object.

FLAG continues

FLAG (continued)

Requests to display the United States' flag in a manner not in keeping with this policy on common and limited common elements are subject to Article XV, Section 1, of the By-Laws and shall only be considered subject to a variance request.

GARBAGE DISPOSALS

With proper use, a disposal is a quick and sanitary method of removing food waste. However, its misuse can shorten its life and clog pipes, causing a backup. A few tips:

- Disposals are not intended for all food waste. Fibrous foods, such as artichokes, celery, corn silks, and corncobs, will not grind properly. Other materials that should not be ground in disposals include banana peels, coffee grounds, egg shells, rice, onion skins, bones, fruit pits, paper, rope, metals, and plastics.
- Do not dispose of grease in your sink; refrigerate grease in a closed container and discard it with your regular trash.
- You should run cold water before, during, and after running your disposal to ensure a flushed line.
- Maximizing the use of the disposal and minimizing food waste in regular trash will discourage rodents from ripping open trash bags and spreading garbage around the property.

HALLWAY AND CARPET CLEANING

The hallways in multiunit buildings are vacuumed once a week and carpet cleaning for multiunit buildings is performed once a year.

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) LINES

The replacement of HVAC lines for residential unit heating and air conditioning equipment does not require a variance if the lines are run through the existing penetration point into the building. If you have to replace your condenser and the new unit does not fit in the location of the current one, a variance is required to change it. Any requests to run the HVAC lines on the brick exterior and/or through a new penetration point that do not comply with the Revised Heating, Ventilating, and Air Conditioning (HVAC) Exterior Lines Policy must be made in writing to the Architectural Control Committee.

The variance request must include a letter from the contractor explaining why the new installation cannot be done as the policy indicates:

- The existing HVAC piping runs through neighboring unit(s).
- The distance the existing piping runs substantially limits the efficiency of the heating or air conditioning unit.

HVAC EMERGENCY SITUATIONS

In the event of an emergency request to replace a heat pump or air conditioner unit outside the Revised Heating, Ventilating, and Air Conditioning (HVAC) Exterior Lines Policy, the request shall be provided in writing to the Management Office for immediate consideration.

The request may be approved if sufficient justification is provided by the homeowner's contractor explaining the nature of the emergency.

HVAC continues

HVAC (continued)

HVAC COMPLIANCE REQUIREMENTS

Homeowners who have installed new HVAC lines since the 1992 Standard Policy took effect, but prior to May 1, 2002, are required to be in compliance with the 1992 Standard Policy. Homeowners who enclosed piping in a metal sleeve may choose to cover the pipes in a false downspout per the above requirements.

As of May 4, 2016, when the Revised Heating, Ventilating, and Air Conditioning (HVAC) Exterior Lines Policy was adopted, residents must comply with it. If they do not comply, they must get a variance.

HOME BUSINESSES

Commercial use of units is prohibited. See By-Laws Article XI, "Use Restrictions."

HOT TUBS

The Board prohibits the installation of individual hot tubs.

IDENTIFICATION CARDS

Residents must present a current Fairlington Villages photo identification card to use the swimming pools and tennis courts. New residents may obtain IDs for a $10 fee by producing proof of ownership or a copy of their lease. Only tenants named in the lease may receive an ID card. Lost cards may be replaced at the Management Office for a fee. Cards are revalidated every spring at no cost.

LEASING YOUR UNIT

Leases must include a clause that tenants will comply with the Association's By-Laws and other rules. Owners are responsible for the actions of their tenants. Owners must provide a copy of the lease to Management. Leases are not permitted to be for less than 30 days.

MEMBERSHIP LISTS

Pursuant to the Code of Virginia Section 55.1-1945 entitled "Books, minutes, and records; inspection," all information maintained in the unit owner files of the Association shall be deemed confidential.

Response by the Association to requests from unit owners and contract purchasers, made pursuant the Code of Virginia, Section 55.1-1945, Subsection (B) for "... the unit owners' association membership list ..." shall include the full legal name of all Owners, the unit address, and the mailing address of record (if different from the unit address) on file with the Association.

No other information contained in the confidential unit files of the Association, whether in hard copy or electronically, shall be provided in response to such requests.

NOISE

Owners and tenants should be considerate of their neighbors at all times, particularly during nighttime and early morning hours (11 p.m. to 7 a.m.) when entertaining, or using radios, televisions, musical instruments, dishwashers, washing machines, vacuums, etc. Excessive barking also violates our noise rule. Excessive barking is defined as at least once per minute for 10 consecutive minutes in Arlington County, or "heard for more than five consecutive or non-consecutive minutes in any 10-minute period of time" in the City of Alexandria.

NOISE continues



Courteous neighbors make Fairlington Villages a great place to live. Photo by Mark Johnson.

NOISE (continued)

The Association's standard for handling noise complaints is established by the local ordinances of Arlington County and the City of Alexandria.

The Board of Directors has determined that home construction/renovation work may be performed by a unit owner/resident, or contractor hired by a unit owner/resident, during the following hours:

Monday through Friday: 7 a.m.–6 p.m.

Saturday: 9 a.m.–6 p.m.

Sunday and holidays: 10 a.m.–6 p.m.

While no unit owner/resident is entitled to "absolute silence," reports of unreasonable and/or continuous noise are the minimal threshold for investigation by Management.

ODORS

Owners and tenants shall not cause or permit any objectionable odors to be produced upon or emanate from their unit.

PAINTING

The Association schedules the exterior painting of buildings in all wards by an outside contractor, based on a rotating schedule. The Association will provide paint for exterior unit doors upon request.

PARKING

All vehicles in Fairlington Villages' off-street parking lots must be parked in designated spaces and must display a current parking permit issued by Fairlington

PARKING continues

PARKING (continued)

Villages. Parking in a designated parking space in an off-street parking lot without displaying a current parking permit will subject the vehicle to towing at the owner's expense. A permit that is not visible from the vehicle's exterior is considered invalid. The vehicle owner must ensure a current permit is readily visible. All vehicles must display current state inspection stickers.

The Association does not issue guest parking passes. Guests are not to park in the off-street parking lots, even if there are empty spaces. Guests should park their vehicles on the street or be subject to towing without notice at the vehicle owners' risk and expense.

Vehicle repair and maintenance activities are not permitted in parking lots. Vehicles not in regular use may not be stored in off-street parking lots.

Vehicles parked in "No Parking" zones are subject to automatic removal. No warnings will be issued to owners of vehicles parked in contradiction to the parking policy prior to the removal of the vehicle from the property.



Park where marked. Photo by Mark Johnson.

PARKING DECALS

Commencing in early October of each year, owners/tenants may obtain a parking decal for the following year. Permit decals are issued during normal business hours at the Management Office.

The maximum number of parking permits issued to any Fairlington Villages unit is two — one orange and one green. Parking permits will be issued only when condominium dues are fully paid up-to-date.

Vehicles displaying permits that have been reported as sold, replaced, or no longer listed on the property are subject to towing.

Each unit owner or authorized tenant, regardless of the number of occupants in the unit, will be issued up to two parking decals. Each unit will be issued one orange, primary, parking permit upon presentation of current vehicle registration and proof of residency. Proper documentation consists of a current Fairlington Villages ID or a copy of a current lease or settlement papers. Each unit owner or authorized tenant may also be issued one green parking permit, with the same requirements.

Any of two forms of an orange or green permit may be requested: interior, transferable, or exterior permits.

- Interior permits must be affixed to the inside rear windshield, lower corner, driver's side.
- Transferable permits are interior permits attached to a piece of plexiglass and hung on the rearview mirror. The purpose of the transferable permit is to give the resident the option of moving the permit between vehicles. While this type of permit

PARKING continues

PARKING (continued)

may be transferred, it is assigned to the specific vehicle registered with Fairlington Villages by the owner/tenant. In addition to presenting current registration for the vehicle and proof of residency, the owner/tenant must sign an agreement accepting full responsibility should the vehicle be towed because the transferable permit could not be observed. Current transferable permits must be exchanged to receive the new permit.

- Owners/tenants owning motorcycles may request that space be designated specifically for motorcycles in the off-street parking lot they use, provided space is available. Motorcycles parked in spaces marked as such do not need a parking decal.

Temporary permits may be obtained for a replacement vehicle with proof that the specific vehicle with an assigned permit has been removed from the property for repair. Temporary permits are valid through the date specified on the permit or until the vehicle to which the permanent permit is assigned is returned to service, whichever is sooner. Vehicles displaying an expired temporary permit are subject to towing.

Owners/tenants may replace lost or stolen permits upon presentation of a signed statement explaining the necessity for the replacement permit. Vehicles displaying permits that have been reported as being lost or stolen are subject to towing.

The following types of vehicles are prohibited in all off-street parking lots: abandoned, stored, junked, immovable, or other like vehicles; any vehicles that do not clearly display current license tags, inspection sticker, and/or a Fairlington Villages parking decal. Commercial vehicles, trailers, house trailers, campers, camp trucks, trucks, and boats are prohibited. No vehicle may exceed the size of the designated parking space or impede reasonable access to the adjacent vehicle or impede access to pedestrian walkways, fire lanes, or entrances and exits of parking lots. The Board of Directors or Management may direct the towing of any vehicle in violation of these policies upon 10 days' notice to the owner of the vehicle.

PARKING AREAS

Vehicles parked in "Orange Only" off-street parking lots must display a current orange parking permit. Vehicles displaying a green permit but parked in an Orange Only area are in violation of the provisions of the parking policy and are subject to removal by towing without warning. The following Fairlington Villages off-street parking lots have been designated Orange Only (listing subject to change; please see sign at entrance to parking lot):

#5 2869–2879 S. Buchanan St.
#6 2850–2888 S. Buchanan St.
#10 3043–3053 S. Columbus St.
#11 4811–4821 S. 31st St.
#16 2826–2832 S. Buchanan St.
#19 4715–4717 S. 31st St.
#34 4826–4832 S. 29th St.
#45 2826–2838 S. Buchanan St.
#48 4811–4819 S. 30th St.
#56 3061–3077 S. Abingdon St.
#57 4601–4619 S. 30th Rd.
#58 3066–3082 S. Abingdon St.
#59 3046–3058 S. Abingdon St.

PARKING continues

PARKING (continued)

The designation of a Fairlington Villages parking lot as Orange Only is subject to change. Owners and tenants may request a Fairlington Villages off-street parking lot be designated as Orange Only or that an Orange Only designation for a specific Fairlington Villages parking lot be removed. Initiation of the process to have a parking lot designated Orange Only or to remove such designation requires the submission to the Board of a petition signed by at least 25 owners/tenants who are regularly affected by the use of the parking lot. The petition must indicate the desire to have the parking lot's designation changed. The Board reserves the right to exercise its governing powers in designating or removing such designation.

Vehicles parked in lots without the appropriate permit may be towed upon a resident's complaint. The complaint must be made to the patrol service during its hours of operation. The complaint must include the vehicle's location, make, and tag number. If a parking enforcement agent confirms the allegation, he/she will initiate towing. Additionally, the agent shall inspect all vehicles in that lot and initiate towing of any vehicle in violation.

Parking in swimming pool driveways is not permitted. The patrol service/ Management is directed to tow vehicles in "No Parking" zones without receipt of a complaint.

DISABLED PARKING

The Association's Disabled Parking Policy is in accordance with the Fair Housing Act. Owners or tenants who require disabled parking must submit a written request with a copy of their DMV-issued disability permit. The permit issued will be either the placard (hanging tag) or a copy of the current vehicle registration indicating the owner or tenant has disability license plates for the vehicle. Both sides of the placard (hanging tag) must be copied to show to whom the permit is issued and the expiration date. Owners and tenants may also present a DMV-issued temporary disabled permit, showing a starting and ending date.

Once the letter requesting disabled parking is submitted, the Management Office will arrange for a disabled parking sign to be installed. The Board, however, has final approval on all disabled parking requests.

The DMV permit and the current Fairlington Villages parking sticker must be displayed for valid parking; any vehicle in violation will be towed by Management.

PATIOS

Unit owners may make improvements that do not exceed the height or boundaries of the privacy fence. Improvements may not alter or damage the fence or building, affect drainage, pose a hazard to residents, or in any way negatively affect their neighbors. Owners and tenants may affix decorations to the inside of a patio fence below the fence line.

Owners and tenants with fenced patios may plant Association-approved flowers, shrubs, or small ornamental trees inside their fences. Trees may be planted only if they are a minimum of 6 feet away from the building walls and fences, and they do not grow taller than 20 feet. Please contact Management for a list of approved patio trees.

PATIOS continue



Please practice good pet parent manners. Photo courtesy of Shutterstock.

PATIOS (continued)

Maintenance of a tree within a patio depends on whether it existed before the condo conversion, in which case the Association is responsible, or grew after conversion, in which case it is the current owner's responsibility. The maintenance and removal of any tree in an enclosed patio or backyard that was planted after the conversion, a "volunteer" tree, is the homeowner's responsibility. Contact the Management Office or visit the website for details about the Tree Removal Policy.

PEST CONTROL

The Association is responsible for securing the exterior of a building and treating for rodents in the common area. The unit owner is responsible for securing and treating the interior against pests inside the unit, and for repairing any damage caused inside the unit.

The Association is also responsible for treating active termites inside the unit and for repairing any damage caused inside the unit.

You should contact Management if you see an opening in a building that may allow pests (e.g., mice, squirrels, birds, etc.) to enter.

PETS

Pets must be carried or kept on leash in the common areas and apartment hallways. The Association supports enforcement of leash laws in Arlington County and the City of Alexandria. Pursuant to Article XI, Section 3(e) of the Bylaws, in addition to dogs, the use of a leash while in the common areas is required for all household pets that are not otherwise contained or controlled, including without limitation, cats, ferrets, parrots, and rabbits.

Dog owners and pet walkers must clean up after their pets and dispose of feces in the street trash cans. Disposal at curbside or in the trash containers located in the trash enclosures throughout the neighborhood trash is prohibited.

PETS continue

PETS (continued)

Dog owners should ensure their pets do not urinate in common hallways or on the flowers or delicate shrubbery planted throughout the common grounds. Dog owners are liable for damages their pets cause.

Excessive barking violates our noise rule. The Board takes pet complaints seriously. Management investigates repeated disturbances and takes whatever action is necessary to ensure neither pets nor their owners disturb residents.

Arlington County offers lifetime registration for dogs but does not require registration for cats. The City of Alexandria requires licensing of dogs and cats, offering a one-year or multi-year license that expires when the pet's rabies vaccination expires.

Pet owners are encouraged to take advantage of dog runs at Utah Field in South Fairlington and on the north bank of Four Mile Run on Arlington Mill Drive.

The Animal Welfare League of Arlington (www.awla.org) is located at 2650 S. Arlington Mill Dr., and can be reached by phone at 703-931-9241 or email at mail@awla.org. The Animal Welfare League of Alexandria, located at 4101 Eisenhower Ave., can be reached by phone at 703-746-4774 and online at www.alexandriaanimals.org.

PLANTING BEDS

Owners and tenants are encouraged to take responsibility for the maintenance of planting beds in common grounds and also to establish new beds with Grounds Committee approval.



Flowers bring color to our landscape. Photo by Melanie Alvord.

MAINTAINING EXISTING BEDS

Owners and tenants may obtain red reflectors from the Office to mark beds they agree to maintain. A reflector indicates to landscape contractors that a resident will maintain (i.e., water, weed, and prune) plants in the bed. Red reflectors may be issued from April 1 to November 1, when the Association resumes responsibility for the winter months.

PLANTING NEW BEDS

Owners and tenants who would like to start a bed on the side of a building may do so if the bed contains only plantings from the Association's list of approved species of perennials, ground covers, and shrubs. A list

PLANTING continues

PLANTING (continued)

of approved plantings can be found on the website or in the Management Office. New beds may extend to no more than 2½ feet wide. Any plantings other than flowers (annuals) must be from the approved planting list, which is posted on the website. Owners or tenants who intend to use edging material must first contact the Grounds Committee and obtain approval from the Board, unless the material has been previously approved by the Board for use.

PLANTING VEGETABLES

Vegetables can be planted only within balconies or patio fences—never in front of units.

PLANTING SHRUBS AND TREES

Owners and tenants interested in planting shrubs and trees in common areas must first contact the Grounds Committee for review and approval. Approved plantings must be of similar height and pattern to existing plants. Once planted, they become the property of the Association and residents may not remove them without written permission.

PLUMBING AND SEWER LINES

It is imperative that no "foreign" items be allowed into the drain lines. Only easily ground food should go into the kitchen disposal. Only human waste and a small amount of toilet paper can be safely disposed through the sewer lines in the bathroom. We cannot emphasize this fact enough: if it is not human waste or toilet paper, throw it in the trash.



Yuck! The maintenance staff tackled this bathroom debacle. Please follow the easy guidelines for the plumbing and sewer lines. Photo by Miguel Galvez.

To keep the sewer lines clear, please follow these precautions:

- **Do not** dispose of grease, artichoke leaves, coffee grounds, corn husks, egg shells, chicken bones, celery, rice, or foods that cannot be ground by the garbage disposal or will go through the disposal but later stick together and create a stoppage.
- **Do not flush** hygiene products such as tampons, sanitary napkins, adult diapers, or baby diapers.
- **Do not flush** any kind of wipes or paper towels, including those indicated as flushable or safe for plumbing: baby wipes, face wipes, disinfecting wipes, sanitary wipes, etc.

PLUMBING continues

PLUMBING (continued)

- **Do not flush** cleaning/painting rags, fabric softener sheets, cat litter, or dental floss.
- **Do not flush** any items not broken down by water.
- **Drains should be equipped** with a hair trap to prevent clogging.
- **Commercial drain cleaners** may be used. Snaking may be appropriate.
- **Unit owners are responsible** for water heaters; the shutoff valve should be located above the tank.
- **Unit owners are responsible** for basement sump pumps.
- **Plumbing shutoff valves** in apartment buildings for the B- and C-level units are located in the basement common area of the building. If the B-level unit has a storage room in the basement common area of the building, the shutoff valve will be located in the storage room. For an A-level unit, the shutoff valve is located in the laundry room. In a townhouse, the shutoff valve is in the same room as the water heater.

SAFETY CAMERAS

See entry under "**Cameras**" on page 55.

SAFETY PATROL

The Association employs a patrol service to serve as a visible deterrent to inappropriate or criminal activity by surveying the property every evening, notifying Management of any inoperable lights (e.g., pools, street, etc.), and by responding to owner and tenant calls.

Owners and tenants are encouraged to follow these guidelines to encourage community safety:

- Keep your front and back porch lights on when it is dark.
- Be aware of your environment and report suspicious persons or incidents to the police, the patrol officer, or Management.
- If you see lights out on the property, report them to Management.
- Do not store valuable belongings in your vehicle where they can be seen.

SAFETY PATROL continues



The patrol service vehicle has a flashing light when making rounds. Photo by Mark Johnson.

SAFETY PATROL (continued)

- Stop newspaper and mail delivery or have a neighbor pick up papers and packages when you are out of town.
- Lock your unit's door(s) and windows.
- Lock your vehicle(s).

Refer to the "**Contacts**" provided on page 3 for emergency and non-emergency phone numbers.

SELLING YOUR UNIT

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

A standard variance allows homeowners to place certain realty signs in a mulch-bedded area in the front or side of the unit, in the half of that area located closest to the front door of the unit or building containing the unit. Signs may not be located to intrude into a lawn. See the "**Signs and Sign Variance**" section below for more details.

As a buyer, you must provide the Association with the name and address of your mortgage company and a copy of the settlement sheet so it can maintain accurate ownership records.

SIGNS AND SIGN VARIANCE

Except for standard variances for a single realty sign, residents may not display signs in front of their units or in windows. The following outlines the Association's policy regarding sign variance.



An example of a sign allowed for a specific event hosted by the Association. Photo by Guy Land.

PROHIBITIONS AND EXCEPTIONS

No unit owner or tenant (or employee, agent, or licensee thereof) shall erect or maintain any sign in, from, or about any unit (including in the window of any unit) or any common element or limited common element except for certain realty signs posted in accordance with the By-Laws.

This prohibition, however, does not apply to any signs posted or erected by the Association, by the management agent, or by any unit of government. This prohibition also does not apply to any sign on a newspaper vending machine, identifying

SIGNS continue

SIGNS (continued)

the newspaper contained, but does apply to a vending machine that has third-party advertising affixed to it.

PERMISSIBLE REAL ESTATE SIGNS

The Board of Directors grants a standard variance to permit a unit owner to post one sign at the unit, or to authorize a real estate broker with whom the property is currently listed to do so. Other requirements include:

- Signs shall be located in a mulch-bedded area in front of the unit, in the half of that area located closest to the front door of the unit or building containing the unit.
- In the case of end units with side windows facing the street, the sign shall be placed in a mulch-bedded area on the side of the unit. In the case of units at the far end of courts, the sign shall be placed between the sidewalk and curb within 10 feet of the driveway, in a mulch-bedded area if present.
- Signs shall not be located to intrude into a lawn.
- Signs shall be no larger in surface area than 900 square inches, neither dimension greater than 40 inches, no higher to the top of the sign than 46 inches from the ground or 46 inches from the top of the sidewalk adjacent to the unit.
- Signs shall be removed within 48 hours after the sale or rental contract is accepted, unless that contract specifically allows the unit to continue to be shown.

SIGNS IN VIOLATION OF THE VARIANCE

The Association does not allow:

- More than one sign advertising a unit for sale or lease.
- Any sign (including directional signs) on any lawn or curb.
- Any sign affixed to any building.
- Any sign not directly in support of the immediate selling or leasing of a unit (including "coming soon," "sold," or "leased" signs).
- Any commercial sign (other than permitted realty sign), of any character, anywhere in Fairlington.

Management declares the posting of a sign not in compliance with the established variance to be trespass. Accordingly, the management agent shall promptly contact the owner or the selling agent and notify them to remove or replace the sign within 48 hours. If they fail to do so, Management will remove the sign in violation.

Note: For purposes of this policy, decals that do not exceed 4 inches x 6 inches in size and that fit into one of the following categories are not considered signs: home security systems, save my pets, and save my children.

SOLAR ENERGY COLLECTION DEVICES

Article XV, Section 1, of the By-Laws state that unit owners and tenants shall be prohibited "to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit … or to make any change or alteration within any condominium unit

SOLAR continues

SOLAR (continued)

which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner," without plans and specifications reviewed and approved by the Board of Directors or by an architectural control committee designated by it.

The Board has determined that requests to install solar energy collection devices on common and limited elements are subject to Article XV, Section 1, of the By-Laws, and shall only be considered subject to a variance request.



Be sure you are not left out in the cold and keep your thermostat no lower than 55 degrees Fahrenheit. Also, please be patient with staff during snowstorms. Photo by Mark Johnson.

SOLICITATION

Solicitors are prohibited and Management acts against them. We depend on you to call the Office to report flyers and solicitations.

STAIRWAYS

No article may be placed in apartment hallways. Doorways must be kept clear.

STORAGE

Items may not be stored in common areas. Storage sheds may not exceed the height of the fence. Front porches, steps, and apartment hallways may not be used for storage. Management may dispose of items placed in common areas or charge residents daily storage fees.

TEMPORARY STRUCTURES

No temporary structures (e.g., trailers, tents, shacks, barns, or other outbuildings) may be maintained on balconies or common property, including parking lots and pool driveways.

THERMOSTATS

Heating units should never be turned off in winter. Set your thermostat no lower than 55 degrees Fahrenheit. When you are away, leave cabinet doors under sinks open so warmer air can reach the pipes. Burst pipes have occurred every year and the results have been predictably disastrous and expensive for owners.



Avoid a trash violation by using a trash bin near your building. Photo by Mark Johnson.

TRASH SERVICE AND POLICY ENFORCEMENT

Regular household trash is picked up Monday through Saturday, except Thanksgiving, Christmas, and New Year's Day. All trash should be in secured trash bags and put out between 6 a.m. and 10 p.m. in the trash containers located in the trash enclosures throughout the community.

Recycling pickup is Wednesday (except Christmas and New Year's Day if they fall on Wednesday). The contractor places recycling bins around the grounds on Tuesday afternoon. Recyclable materials — aluminum/metal cans, plastic, newspaper, and cardboard — should be placed in the bins before 9 a.m. on Wednesday. Cardboard boxes must be broken down and flattened. Glass can only be recycled at the Arlington County Trades Recycling Drop-Off Center located at 2700 S. Taylor St.

The 24/7 cardboard depository is for flattened cardboard boxes; it is located in the maintenance yard of the Management Office, next to the 24/7 trash enclosure.

Large trash, or *bulk trash*, may be put out between 3 p.m. Wednesday and 9 a.m. Thursday for Thursday morning pickup, except on the three noted holidays. Bulk trash includes trash generated through the normal occupancy of your home, such as old furniture.

The 24/7 trash enclosure located in the maintenance yard of the Management Office is where you can place bagged trash and recyclables in the bins provided outside the designated hours. DO NOT leave trash or recyclables in the 24/7 trash enclosure if the bins are full. Furniture, appliances, construction material, and other large items are NOT permitted in this space. The 24/7 trash location is locked; contact the Management Office for the access code.

Renovation debris removal is the owner's responsibility and may not be left curbside. Renovation debris includes appliances, fixtures, carpet, building materials, and similar items removed from a unit, backyard, patio, or deck during major renovation or construction projects.

Hazardous waste materials, including paints, motor oil, household chemicals, and other toxic substances, are unacceptable for curbside disposal. Many service stations take used motor oil. As our storm drains connect to Four Mile Run, it is environmentally destructive — and illegal — to pour used motor oil into our storm drains.

Arlington residents may call the county Water Pollution Control Plant at 703-228-6820 for information about disposal of toxic materials. Disposal at the plant, located at the intersection of S. Glebe Road and Route 1, is available Saturday

TRASH SERVICE continues



Our Tot Lot has many features for little Fairlingtonians to explore. Photo by Mark Johnson.

TRASH SERVICE (continued)

from 9 a.m. to 3 p.m. The county holds recycling days twice a year, generally in April and October, for other household goods, including televisions, computers, and bicycles.

City of Alexandria residents may call the Alexandria Sanitation Authority at 703-549-3383.

USE OF UNITS

Fairlington Villages is a residential community. Commercial activities are prohibited. Units may not be leased for transient or hotel purposes, or without the prior written approval of the Board of Directors, for any period less than one month. Units may not be used to carry on a noxious or offensive activity.

VARIANCE REQUESTS

Article XV, Section 1, of the By-Laws prohibits "any alteration of the interior of any condominium unit that will affect the property until the complete plans and specifications, showing the location, nature, shape, height, and form of change have been submitted to and approved in writing by the Board of Directors, or by an architectural control committee designated

VARIANCE continues

VARIANCE (continued)

by it, as to safety, the effect of any such alterations on the cost of maintaining and insuring the condominium, and harmony of design, color, and location in relation to surrounding structures and topography."

Article XV, Section 1, also states that it shall be prohibited "to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit…or to make any change or alteration within any condominium unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner," without plans and specifications reviewed and approved by the Board of Directors or by an architectural control committee designated by it."

If you are planning to renovate or make changes to your unit, please contact the Management Office to determine if the renovations/changes you are planning will require approval from the Architectural Control Committee and Board. A Variance Request Form can be downloaded from the Fairlington Villages website and detailed information can be found in the "**Appendix**" on page 87. In addition to the Variance Request Form, owners need to submit an asbestos testing report, applicable permits, and a stamped engineer's letter stating if the walls are load-bearing or non-load-bearing walls, floor plan drawings, and pictures.

VEHICLE REGISTRATION

Virginia law requires owners/tenants to register their vehicles within 60 days of moving to or within the Commonwealth. At the request of Arlington County, the Association annually submits a list of all vehicles registered with the Association.

VIOLATIONS

Under the Virginia Condominium Act, owners/tenants found in violation of Association policies and rules may be assessed penalties of $50, plus $10 a day for continuing violations. See the "**Rules Enforcement**" section starting on page 45 for more details.

WATER FAUCETS

Before the first freeze in the fall, owners and tenants should shut off valves to outside water faucets, open outside faucets, and disconnect any hoses. Hoses that are common property should be returned to the Management Office. The shutoff valve in most apartment buildings and townhouses is in the basement or in the common stairwell. In buildings where the shutoff valve is in the common area stairwell, Management will turn off the water at the appropriate time. Owners are liable for any damages resulting from frozen lines if they control access to the valves. Management can answer questions regarding the location of shutoff valves.

Many Ward VI units still have original vacuum valves on their exterior faucets. After turning off the water supply inside and opening the exterior faucet, you can unscrew the vacuum valve inside the faucet to allow water to drain. Some faucets are equipped with vacuum release levers.

WINDOW REPLACEMENT

As outlined in the "**Chart of Maintenance Responsibilities**" on page 18, all unit windows and window openings (excluding sidelights which are part of the door system) are the responsibility of the homeowner. The Association reserves the right to correct or replace any new windows that have been improperly installed or do not meet the approved specifications, at the unit owners' expense. Homeowners are responsible for repairs to all rotten wood, removal and replacement of caulking, and replacement of capping. The unit owner is responsible for all damages to the unit and/or common elements resulting from improper installation. Installation will be performed by a licensed professional contractor.



Window replacement work on multiunit buildings is possible thanks to careful planning with our Reserves. Photo by Miguel Galvez.

The following are the Association requirements for replacement of windows in residential units:

- Window frames, grids and capping will be white.
- The window opening may not be adjusted inward, outward, or enlarged by any devices to allow the use of standard sized windows.
- Glass will be clear on all windows; white or colored glass will not be permitted.
- Windows will have beveled edge grids with a minimum width of 7/16-inch and a maximum width of 3/4-inch.
- Windows will be 1H2V (one horizontal; two vertical) which equates to six over six.
- Capping around windows must be PVC textured aluminum coil or vinyl. Homeowners are encouraged to have their contractor install the window capping in such a manner as to provide a "reveal edge" or a "recessed edge" between the capping and the brick. This will allow for the installation of a proper caulking joint.

Five styles of basement windows are permitted for installation in the basement level of townhomes and ground level apartments in multiunit buildings, depending upon which of the two window sizes is involved:

- Slider Windows: two light; one fixed and one operating sash (single vent style) or two operating sashes.
- Awning Windows: top hinged to swing out horizontally from the bottom.
- Hopper Windows: bottom hinged to swing in horizontally from the top.

WINDOW REPLACEMENT continues



Our annual Yard Sale is a great way to find bargains or make a little pocket money. Photo by Guy Land.

WINDOW REPLACEMENT (continued)

- Double-hung Sash Window.
- Double-hung Sash Hinged Casement Window: entire window (otherwise appearing to be a double-hung window with two operating sashes) swings open from either left to right or right to left.

Storm windows shall have clear, translucent glass, and frames will be white, made of aluminum or vinyl.

Screens shall have white frames made of aluminum or vinyl.

WINDOW TREATMENTS

Window treatments, such as curtains, shades, blinds, and shutters, must be in good condition and have a neutral backing or lining so as to not detract from the appearance of the buildings.

WINDOW WELLS AND EGRESS WINDOWS

See entry under "**Egress Windows and Window Wells**" on page 59.

YARD SALES

Yard sales are prohibited except for the annual community-wide sale held in the spring at the Community Center parking lot. Participants may obtain a sales space for a nominal fee. The Activities Committee invites your participation in organizing this activity, which helps raise funds for events.

APPENDIX
VARIANCE REQUESTS

WHAT IS A VARIANCE REQUEST AND WHEN DO YOU NEED ONE?

A Variance Request Form is a document submitted by unit owners who intend to make structural changes to their unit. Any change to the structure of a unit has the possibility of affecting the surrounding properties, as all units share at least one wall with another unit. To ensure any proposed changes are safe and will not negatively affect the structural integrity of the unit or those surrounding it, the Association requires a Variance Request Form be submitted and approved by the Board of Directors before work on a unit begins.

Not all remodeling or other work requires submitting a Variance Request Form, only interior work that involves structural changes, such as removing or moving a wall, or any change to the unit's exterior.

Opening a wall to work on the plumbing or electrical, patching drywall, putting down new floors, or other work that does not involve tearing down dividing walls, does not require a variance request.

Replacing an HVAC unit and running a line into your unit does not require a variance if the new HVAC is placed in the same spot as the original and the new lines do not require new or bigger holes to be drilled through the unit's exterior brick. If a new HVAC is larger and cannot fit in the original space or larger lines are needed, submitting a Variance Request Form will be required.

To put it simply: if you are planning to have work done to your unit and intend to make structural changes or alter the exterior of the unit, you will need to submit a Variance Request Form.

TIMELINE OF A VARIANCE REQUEST

Once you know you need a variance, download the Variance Request Form from the Fairlington Villages website. The Form is designed to walk an applicant through the process and define what documents are needed. All requests require an Engineer's letter. Work that will alter or remove load-bearing walls require a county or city building permit. Visual documentation is also required. See the section below regarding "**Documents Required**." The applicant's Variance Request Form and supporting documentation should be submitted to the Fairlington Villages Management Office where the management staff will review the request before sending it to the Architectural Control Committee (ACC).

The Architectural Control Committee meets on the third Thursday of each month at 7 p.m. Committee meetings are open to the public and homeowners who have submitted a Variance Request Form are encouraged to attend the meeting. Attendees may ask or answer questions from the committee. The committee makes recommendations and then forwards

variance requests to the Board of Directors for consideration at the next Board meeting.

The Board of Directors meets on the first Wednesday of each month at 7 p.m. Board meetings are open to the public. Homeowners requesting variances are encouraged to attend in order to ask or answer questions pertaining to their request. If a variance request receives approval by the Board, the variance has officially finished the process, and the approved work may commence immediately.

The Board of Directors may approve a variance the committee has recommended for rejection, or the Board may reject a variance the committee has recommended for approval. If the Board rejects a variance, the applicant may be able to resubmit their variance request with alterations as recommended by the committee or Board. However, if the variance request violates Association rules or building codes, it will not receive approval and the work cannot be done.

DOCUMENTS REQUIRED FOR A VARIANCE REQUEST FORM

All variance requests require supporting visual documentation for the proposed work in the form of photos of the affected spaces, an annotated floor plan, and professional drawings. Homeowners can find basic floor plans for all unit types in the community on the Fairlington Villages website. If the proposed work does not affect the walls or structure of a unit, such as installing dryer vents or moving plumbing fixtures, only visual documentation is required for the request.

Variances requesting approval for work that will alter or remove existing unit walls will need to obtain a stamped engineer's letter from a structural engineer. This document is required to verify whether any proposed changes listed in your variance request will affect the unit's structure. If the engineer's letter certifies that none of the affected walls are structural, the engineer's letter and visual documentation are all that is required.

If the walls being modified or removed are structural, homeowners also need to provide an Arlington County or City of Alexandria building permit with their variance request. This permit requirement is our attempt to better verify the safety of proposed changes, and have proof in the community records that a certified county engineer has reviewed and approved all work plans that might affect the structure of a unit. Homeowners can either take their plans to the County or City and obtain a building permit themselves, or have the contractor doing the work obtain the permit for them. Provide the permit with the Variance Request Form, along with an asbestos testing report from a reputable company/lab (no test kits), and a stamped engineer's letter stating if the walls are load-bearing or non-load-bearing walls, floor plan drawings, and pictures.

SUPPORTING DOCUMENTATION CHECKLIST

- ❑ Visual documentation to include photos of the affected spaces, annotated floor plans, and professional drawings.
- ❑ Stamped engineer's letter required for any changes to the walls.
- ❑ Required City or County building permits.
- ❑ An asbestos testing report from a reputable company/lab (no test kits).

VARIANCE REQUESTS FOR PREVIOUSLY COMPLETED WORK

An approved variance request is required before a homeowner undertakes renovations that will affect the structure or certain other aspects of their unit.

Oftentimes, Management discovers unapproved renovations during pre-sale inspections. Unapproved changes to the structure of a unit can delay a sale until a variance request is approved. Therefore, it is important for owners to submit a Variance Request Form promptly upon discovering an unapproved alteration.

To ensure the safety and structural integrity of the past renovation, the homeowner follows the same process for submitting a Variance Request Form. The Architectural Control Committee requires a building permit for any structural change, as a result, homeowners need to provide as much supporting documentation as possible on previously completed renovations. In most cases, the committee can quickly review variance requests for previously completed work.

An unapproved change made by a previous owner or modifications that affect the unit's structure require approval from the Board after-the-fact. Once the variance is approved, the sale can proceed.

STANDARD APPROVED VARIANCES

Modifications to the structure or exterior of a unit typically require an approved variance request before work may be done. However, there is some work a unit owner can perform without the need for a variance request, these standardized renovations are sometimes referred to as standard approved variances or standard variances. These are all listed among the standard policies on the Fairlington Villages website under the Policies tab, and are also outlined in the "**Good Neighbor**" Policies on page 45, and "**Variance Requests**" in the "**Rules**" section on page 83.

Among the approved variances are HVAC replacements, satellite dishes, exterior vents, and more. Many of these standard policies deal with the replacement of exterior items and largely require the unit owner to match the existing style and materials of the item being replaced, though there are variations available for some changes. If a unit owner follows the guidelines of these standard policies, they may undertake the work without the need to have a variance request approved.

If a unit owner wishes to make a modification outside the requirements of the standard policies, a Variance Request Form will need to be submitted and approved before the work can begin. A common example is when a unit owner needs to relocate an HVAC unit if there is not enough space in its current position to allow for a larger replacement unit. Another common situation is when a unit owner needs to move vents to meet their needs.

COMMON VARIANCE REQUESTS

The most common variance requests are kitchen renovations that either partially or completely remove a wall between the kitchen and the dining room, often in Clarendon units. Given the tight nature of the kitchen spaces in Clarendon units, an open floor plan renovation can make the space feel significantly larger than it did before. Typically, the wall between the kitchen and the dining room is not load bearing and can be removed safely without affecting the unit's structural integrity. A stamped engineer's letter, work plans, and photographs of the space are all that is required to approve such variance requests.

Sometimes a homeowner may wish to partially remove or push out the wall between the kitchen and the living room. Often the decision to move the wall is to enable the refrigerator to be moved, further opening the kitchen, and making it more usable. This renovation is more complicated because oftentimes that wall is a load-bearing wall. Therefore, in addition to the engineer's letter, plans, and photos, a county building permit is also required to approve such renovations.

Another common variance request is a homeowner seeking to move their HVAC unit to a new position. This request is not a change that can be made solely by the homeowner, as most HVAC units in the neighborhood are in common areas, often between fences or individual units. In many cases, a homeowner's HVAC needs to be replaced but a newer model is too large to fit into the space of the original unit. The easiest solution is to relocate the site of the HVAC unit, preferably between the fences of two units. Such requests are generally easy to approve.

Sometimes, however, there is not enough space to move the HVAC unit without making it much more visible or the conditions of the variance request are different from the norm. In some cases, a homeowner might have an HVAC unit located beneath their porch or elsewhere within their fence and wish to move the unit outside of their limited common area. In other instances, an HVAC unit might be in an unusual location and the connecting pipes travel a great distance or bend unnecessarily and a homeowner wishes to install an HVAC unit in a more sensible place with a more efficient connection. Any relocation of an HVAC that would require a new penetration through the unit's exterior brick or similar action requires a variance request. In unusual circumstances for a common problem, the committee is willing to work with the unit owner to reach an acceptable solution and approve their variance request.