

**WILLIAMSBURG CONDOMINIUM  
UNIT OWNERS ASSOCIATION  
RULES AND REGULATIONS  
Article XI, Section 2 of the Bylaws  
(Amended and Approved on April 26, 2020)**

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**ARTICLE I**  
**DELIVERIES, MOVES, & CONTRACTORS**

**Section 1. Freight Elevator & Loading Dock Usage:**

- A. Except with respect to Terrace Level Unit Owners and Residents, personal property, other than hand baggage and packages, must be brought into the building through the loading dock and transported in the freight elevator. Terrace Level Unit Owners and Residents must bring in personal property, other than hand baggage and packages, through the rear G1 entrance, using the back driveway to unload items for delivery. Moves and deliveries of large items are not permitted through the lobby.
- B. The freight elevator and loading dock (or, for Terrace Level Unit Owners and Residents, the back driveway) must be reserved prior to any move or delivery, preferably one week, but not less than 48 hours in advance. Reservations are made through the Management Office during normal business hours. Failure to follow the reservation procedures will result in an additional \$25 fee, payable before any move or delivery is permitted.
- C. If the resident will not be present for deliveries or moves, prior arrangements for admission to the unit must be made with the Management Office.
- D. An inspection will be done by Williamsburg staff before and after any move, delivery, or contracting job. Any damage caused to the common areas or cleaning required will be assessed to the unit owner.

**Section 2. Move In/Out Procedures:**

- A. No move may be made until proper authorization has been obtained from the Management Office. Failure to obtain such authorization will result in an additional \$100 fee assessed against the Unit whose Resident engaged in an unauthorized move.
- B. Moves shall be scheduled on a first-come, first-serve basis. Only one move will be allowed per day from 8:00 a.m. to 6:00 p.m., Monday through Friday and 8:00 a.m. to 3:00 p.m. on Saturday. No moves will be permitted on Sundays or holidays. No move may commence after 2:00 p.m. on weekdays or after 12:00 p.m. on Saturdays. The security deposit shall be automatically forfeited for moves that extend beyond 6:00 pm on weekdays or 3:00 pm on Saturdays. Any exceptions must be approved by the Board of Directors.
- C. Move activity must not impede pedestrian traffic at the elevator lobby or in hallways. Moves are not permitted through the main lobby, including the transport of furniture, boxes, large carts, and any other item deemed by Management and the Board of Directors to be intrusive.
- D. Upon completion of the move, all debris and packing material must be removed, the area cleaned up and Williamsburg staff notified to put the freight elevator back in service and secure the loading dock area (or, in the case of Terrace Level moves return the back driveway to normal service).

- E. Residents are responsible for the behavior and activities of all individuals involved with their move and will be held responsible for any damages caused by their movers or moving vehicle. The Resident and/or the Unit will be responsible for paying for any damages caused to the Williamsburg Condominium as a result of any move (including any damage caused by any moving company hired by the Resident).

**Section 3. In-Unit Modifications, Contractors and Services:**

- A. Residents or Unit Owners must inform the Management Office about any significant work (i.e., structural addition, alteration, or improvement) to be performed in the unit prior to commencement. The In-Unit Modification Registration Form must be completed and signed by the Resident or Unit Owner. No work may be performed until the form is submitted to Management. By signing the In-Unit Modification Registration form, the Resident or Unit Owner agrees that he/she has read the Williamsburg Administrative Resolution No.10, In-Unit Modification Requests and agrees to its terms and conditions. A security deposit of \$200 is required prior to any work being performed. A copy of the resolution is uploaded on the Williamsburg website and available in the management office.
- B. Prior to any contractor commencing work on any Unit, all contractors shall report to the Management Office.
- C. Except with respect to Terrace Level Units, contractors shall use the freight elevator to transport equipment; contractors providing services to Terrace Level Units shall park in the back driveway and use the rear G1 entrance to transport equipment and materials. Contractors shall be responsible for storing, removing and handling all materials and equipment. Any and all debris shall be removed from the common areas. Any failure to do so resulting in additional work for the Williamsburg staff will be billed to the Resident or Unit Owner responsible for contracting the work.
- D. In no case, shall contractors use in house containers for removal or disposal of debris.
- E. Except in emergency conditions, normal work hours shall not commence before 9:00 a.m. and shall stop at 6:00 p.m., Monday through Saturday.
- F. No work shall be performed on Sundays or holidays without the prior authorization of the Management Office.
- G. Residents are responsible for the behavior and activities of all individuals involved with their move and will be held responsible for any damages caused by their movers or moving vehicle. The Resident and/or the Unit will be responsible for paying for any damages caused to the Williamsburg Condominium as a result of any move (including any damage caused by any moving company hired by the Resident).
- H. The Association is not responsible for providing parking to contractors.

- I. At the Board's discretion, a temporary policy may be implemented during emergencies when health or safety of the community or a resident is of concern. The following policy is a guideline and the Board may implement further restrictions if it deems necessary:
- (1) The Board may limit the number of projects in the building in order to reduce construction noise and the number of contractors in the common areas.
  - (2) Alterations that involve significant construction noise must be performed only when management office staff is present.
  - (3) At the Board's discretion, projects may be required to have limited work hours per day, and days per week. The Board may cease all construction work or deny requests for new projects.
  - (4) The owner of the unit where work is being performed is required to provide a minimum of three business days' advanced notice about the work.
  - (5) The Board may impose fines and suspend a project's approval as a result of violations.
  - (6) The Board may require contractors and service providers to wear masks and gloves while working on-site.
  - (7) The Board will provide notice to the community through email, and by posting the guidelines in the main lobby and on the Association Website.

#### **Section 4. Fee/Deposit Schedule:**

##### **A. Moves:**

- (1) Two checks made payable to The Williamsburg Condominium is due in the Management Office at least 48 hours in advance of any move to the building or from the building.
  - a. For moves occurring Monday through Friday: one check for the non-refundable move-in fee for \$250 and another check for the amount of \$200 for the refundable security deposit.
  - b. For moves occurring on Saturday, one check for \$300 and another check in the amount of \$200 for the refundable deposit
- (2) A move fee is not required for existing residents who move from one unit to another unit within the building, but the \$200 security deposit is required. In the event the fee/deposit is not paid within the specified time-frame, the reservation may be cancelled. No move shall commence, including the use of the loading dock and/or freight elevator, unless the deposit has been made with the Management Office prior to commencement of the move.
- (3) Of the amount provided as a deposit, \$200 is refundable after the move if no damage has been done to any common areas and there have been no other breaches of the Rules & Regulations. Resident shall be provided with notification of any such damage within one business day of a move in/out.
- (4) In circumstances where multiple residents are moving in or out of a single unit and the use of the loading dock or freight elevator is required on multiple days, a move fee of \$250 or \$300, as appropriate, must be paid by each unit for each move day.

- B. Contractors:** A refundable deposit in the amount of \$200 must be paid on the date of any scheduled delivery or contracted work on the premises. The delivery or contractor will not be permitted into the building until the deposit is paid. The purpose of this deposit is to secure

compliance with the rules and obligations set forth herein but is not to be considered liquidated damages. Residents are responsible and liable for all damages to personal and real property caused by actions or inactions of delivery persons or contractors.

**C. Refund of Deposits:** Assuming no damage or other breach of Rules & Regulations has occurred, as determined by and following an inspection by The Williamsburg staff on the first business day after completion of the move or contractor work, and the move was completed by 6:00 pm on weekdays or 3:00 pm on Saturdays, (1) the deposit will be available for refund on the second business day after the move between the hours of 8:00 am and 7:00 p.m., or (2) at the request of the party making the deposit, the original deposit check may be sent by mail within 21 business days. No inspections will be conducted, or refunds issued on weekends or holidays.

**D. Damages:**

- (1) In the event damage or cleanup is made by Williamsburg staff, charges will be based on actual costs or estimated costs that will be incurred by the Association. The amount of the charges for making corrections will be assessed by Williamsburg staff.
- (2) In the event that damage or cleanup is not made by Williamsburg staff, the charges will be based on the cost incurred to fix, repair or cleanup the damage by a contractor chosen solely in the discretion of Management and/or the Board of Directors, plus interest from the date that the payment to the contractor is due and may be in addition to the forfeiture of the deposit.

**Section 5. Forfeiture of Deposit:** Some or all of the deposit shall be automatically forfeited for the following reasons (and the forfeiture of deposit may be in addition to any damage assessment):

- A. A move or delivery that extends beyond 6:00 p.m. on weekdays or 3:00 p.m. on Saturdays, or any time on Sunday or holidays, without the prior permission of the Board of Directors.
- B. Contractors working Sundays and holidays, or before 9:00am or after 6:00pm on weekdays or Saturdays.
- C. Moving or construction debris is not removed, and the common areas used are not cleaned up by 6:00 p.m.
- D. Trucks remain on the property beyond 6:00 p.m. without the prior permission of Management.
- E. Any breach of the Bylaws or these Rules and Regulations.
- F. Damages to common element structures, including but not limited to elevator, walls, carpeting, ceiling, loading dock entrance and doors.

## **ARTICLE II**

### **RESIDENTS**

#### **Section 1. Resident Information:**

##### **A. Information Provided by Residents:**

- (1) New Resident Information Form:** All Units are required to complete a Resident Information Form within 30 days of any new Resident moving into the Williamsburg Condominium. The form provides the following information: (1) identifies the owner and all occupants of the Unit by name and contact information; (2) provides emergency contact information for the Unit; (3) identifies the parking space(s) and vehicles associated with the Unit by make, model, color, state of registration and license plate; (4) identifies the access cards or key fobs associated with the Unit by number; (5) identifies any pets associated with the Unit by type, breed, color, name, rabies tag, county registration; (6) identifies the Storage Bin(s) and/or Bike Bin(s) leased by or assigned to that Unit and (7) other information that the Board of Directors approves.
  
- (2) Updating Resident Information Form:** As changes occur, all Units are required to verify, update and/or correct the Resident Information Form on file with the Management Office with respect to the following:: (1) the owner and all occupants of the Unit by name and contact information; (2) emergency contact information for the Unit; (3) the parking space(s) and vehicles associated with the Unit by make, model, color, state of registration and license plate; (4) the access cards or key fobs associated with the Unit by number; (5) any pets associated with the Unit by type, breed, color, name, rabies tag, county registration; (6) the Storage Bin(s) and/or Bike Bin(s) leased by or assigned to that Unit and (7) other information that the Board of Directors requests. Within thirty (30) days of receiving this Resident Information Form, every Resident shall verify, update and/or correct the Information on file by signing and returning the form to the Management Office.

##### **B. Information Provided to Residents:**

- (1) New Resident Package:** Upon completion of or along with a New Resident Information Form, all new residents to the Williamsburg Condominium will be provided with the following information: (1) Welcome Letter; (2) login and password for the website; (3) identification of the Management Company, the Management Office staff (and contact information for Management), the after-hours emergency number (and information on the appropriate use of that number); (4) information about building access and keys (including information for access through the main door); (5) information about the Building amenities; (6) forms authorizing the Management Office to accept delivery of packages and hold U.S. Mail; (7) information about maintenance and recommended annual maintenance schedule for individual Units; (8) emergency Procedures and Assistance Form; (9) information about use of the loading dock, elevators and contractors (and, for Terrace Level Units, information about the use of the back driveway for moves and deliveries); and (10) other information as directed by the Board of Directors at any time. The information and forms provided as part of the New Resident Package will also be posted on the Website.

- (2) **Website:** The Association maintains a website at [www.williamsburgcondoresidents.com](http://www.williamsburgcondoresidents.com), which contains various information about the Condominium, the Association and the Board. Upon completion of a Resident Information Form, Residents and Unit Owners will be provided with a login and password to access the Resident-only portion of the Association website. At least the following information will be posted by Management on the website: (1) the Declaration and attachments; (2) the Bylaws; (3) the current Rules & Regulations; (4) the current Certificate of Insurance for the Association and policy documents; (5) the Budget for the current fiscal year; (6) a link to contact the Board of Directors; (7) the minutes of the Board Meetings for the current year and the past year; (8) the floor plan of the Condominium; (9) the schedule of condominium fees for the current fiscal year (by unit size); (10) the current Management contract; (11) copies of the Newsletter for the past year (when applicable); and (12) other information as directed by the Board of Directors.
- (3) **Information by Email:** Unless a Resident advises otherwise, other information and updates provided by the Association to Residents will be provided by email at the address listed on the Resident Information Form. Formal notices as provided in these Rules and Regulations and the Bylaws will be provided as indicated therein.
- (4) **Bulletin Boards:** Information about the Association is posted on the main lobby bulletin board near the management office, bulletin board in the mailroom, and in the elevators.
- (5) **Newsletter: When available,** the Association will distribute a Newsletter to Residents via registered email addresses and a certain limited number of copies will be made available in the Management Office. A copy of the Newsletter will be posted on the Association Website.

**Section 2. Residents & Units in Good Standing:** To be considered in “good standing” with the Association, a Unit must have completed and/or updated the Unit’s Resident Information Form and be current on all dues or assessments and have no charges, fees or assessments outstanding. The Board shall determine whether a Unit is not in good standing pursuant to the requirements and procedures in the Bylaws and/or Virginia law.

- A. Use of Common Elements:** Only Residents of Units in good standing with the Association are entitled to: (1) use the Pool ; (2) use Guest/Visitor Parking Spaces; (3) be assigned or use Storage Bins (4) be assigned or use Bike Bins; (5) rent the Community Room; (6) remain on a waiting list for Storage Bin, Bike Bin or Parking Space; (7) use the Game Room; (8) use the Exercise Room and Sauna; and/or (9) reserve and use the freight elevator and/or the loading dock (or, for Terrace Level Residents, reserve and use the back driveway) for moves and deliveries.
- B. Units Not in Good Standing:** In the event that a Unit ceases to be in good standing with the Association, the Unit shall (1) surrender all Pool Passes and Guest/Visitor Parking Passes to the Management Office; (2) surrender the use of its assigned Storage Bin and any Bike Bin and empty the contents of the Storage Bin and Bike Bin; (3) have its Residents removed from all waiting lists for the use of Storage Bins, Bike Bins or Parking Spaces; (4) surrender all leased Parking Spaces or Storage Bins.



**C. Non-Resident:** Any person who is not the record owner or not listed on the Resident Information Form or a copy of a lease as residing in the Williamsburg Condominium shall be considered a non-resident. Security passes and keys will not be provided to non-residents.

### **Section 3. Security Passes & Keys:**

#### **A. Security Passes:**

- (1) Keys & Passes:** The Association is not responsible for the transfer of keys and passes during the resale of units or the transition between tenants in a unit, however, new owners will be provided with up to two (2) security passes and one (1) common area key at no cost.
- (2) Purchase of Additional Passes:** Residents whose Unit is in good standing may purchase additional security passes at a cost of \$30.00 each. In the event that the security passes cease to function, replacement passes may be purchased.
- (3) Registration of Security Passes:** Unit owners and Residents are required to identify the number of every security passes in their possession on the Resident Information Form. In order to limit access to the building to Unit owners and Residents and for the safety of Residents, any security pass that is not registered with the Management Office shall be disengaged so that it no longer permits access to the Building.

#### **B. Keys to Individual Units:**

- (1)** Pursuant to Article XI Section 1(p) of the Bylaws, the Association has the right to retain a key to all Units in the Building and no Unit is permitted to change the locks on an individual Unit without the consent of the Board of Directors.  
In accordance with that provision of the Bylaws, every Unit owner is responsible for providing a current copy of the key to the Unit to the Association. Such keys shall be maintained in the Management Office and shall be used only as provided in the Bylaws and these Rules and Regulations. In the event that a Resident fails to provide such a key and access to the Unit is required as a result of a public safety or maintenance emergency pursuant to the Bylaws, the Unit owner will be responsible for repairing any damage necessitated to enter the Unit.
- (2)** Except as provided in the Bylaws, neither the Association nor the Management Office shall enter or provide access to the Unit except as to (a) persons identified as Unit owners or Residents of the Unit on the Resident Information Form or copy of a lease, (b) persons identified as the Emergency Contact on the Resident Information Form or the Emergency Contact Form, (c) other persons (including contractors, delivery persons or guests), authorized in writing by a Resident and/or Unit owner, or (d) public safety officials with proper identification in the case of a public safety emergency. The provision of a key to Management for an individual Unit shall not constitute consent on behalf of a Unit owner or Resident to a search of that Unit without a warrant by law enforcement and neither the Association nor Management Office shall provide access to an individual Unit to law enforcement without a facially-valid subpoena or facially-valid warrant except in exigent circumstances.

**C. Keys to Common Areas:**

- (1) Access to certain common areas (e.g. the Exercise Room, Sauna, Pool, Game Room and Storage Areas) are provided through a door key that provides access to those areas. Unit owners are responsible for obtaining such keys at the time of purchase from the prior Unit owner. Unit owners are responsible for providing such keys to Tenants.
- (2) Residents whose Unit is in good standing may purchase additional keys for access to these common areas at a cost of \$15.00 each.

**D. Garage Remote Controls:**

- (1) **Purchase of Remote Controls:** Residents whose Unit is in good standing may purchase a remote control at a cost of \$30.00 each. In the event that remote-control ceases to function within the first year of purchase from the Association, a resident may return the remote to the Association for repair or replacement at no cost under the one-year warranty. Abuse, neglect, or accidental damage to the remote is not covered under the one-year warranty. In the event the remote ceases to function after one year of purchase from the Association, there is a \$30 charge for replacement.
- (2) **Registration of Remote Controls:** Unit owners and Residents are required to identify the number of every remote control in their possession on the Resident Information Form. In order to limit access to the building to Unit owners and Residents and for the safety of Residents, any remote control that is not registered with the Management Office shall be disengaged so that it no longer permits access to the Building.

**Section 4. Leases/Rental of Units:** Unit Owners are permitted to lease or rent their units subject to the following conditions:

- A. All leases or rental agreements must be in writing and must be provided to the Management Office at least 24 hours prior to move-in and any lease renewals will be provided to the Management Office at least at the time of the annual updating of Resident Information Form. All leases provided to the Management Office must contain the signatures of all parties to the lease.
- B. Unit owners must provide tenants with a copy of the Bylaws and these Rules & Regulations, and the Tenant must agree in the lease or elsewhere in writing to abide by the Bylaws and Rules & Regulations, including any amendments thereto. Unit owners are responsible for ensuring that their Tenants receive any amended versions of the Bylaws and/or the Rules & Regulations, any security passes, keys to the Unit and to the Common Areas (e.g. pool, exercise room, game room, etc.).
- C. Pursuant to the Bylaws Article XI, Section 1(f), all initial leases must be for at least six months. No rentals for less than six months are permitted.
- D. Unit owners are responsible for ensuring that their Tenant(s) abide by the Bylaws and these Rules & Regulations and violations by the Tenant are assessable against the Unit owner.

- E.** Any Unit that fails to advise the Management Office within thirty (30) days that the Unit is being rented or leased shall be subject to a charge of \$50 per month for each month that the Unit was rented without so advising the Management Office.

**Section 5. Maximum Number of Occupants Per Unit:**

- A.** The maximum number of occupants allowed per unit is as follows:

1 Bedroom	2 Occupants
1 Bedroom with den	3 Occupants
2 Bedroom	4 Occupants
2 Bedroom with den	5 Occupants
3 Bedroom	5 Occupants

- B.** Any Unit that exceeds the maximum number of occupants, except for infants and toddlers up to 4 years old, will be charged a \$20.00 fee per month per additional person in addition to the monthly condominium assessment.
- C.** Any Unit that fails to complete the Residential Information Form within 30 days of a Resident moving into the Williamsburg or update the Resident Information Form within 30 days of distribution of the Form by the Management Office shall be presumed to be exceeding the maximum number of residents for that Unit and shall be charged a \$20.00 additional fee per month for each month the Resident Information Form has not been completed or updated.
- D.** No Unit is permitted to exceed any Arlington County restrictions on the maximum occupancy per Unit.

**ARTICLE III**  
**CONDOMINIUM FEES & ASSESSMENTS**

**Section 1. Due Date:** Condo assessments are due and payable the first day of each month.

**Section 2. Payment:** Monthly condominium assessments and any special assessment shall be paid by check or electronic transfer (ETF) at the location designated by the Community Manager. Payment of monthly condominium fees will not be accepted at the on-site Management Office. Payment of deposits, monthly rental payments (for parking or storage bins) rental of the Community Room, fines and other fees and charges can be paid by check at the on-site Management Office.

**Section 3. Late Fees:**

- A. If condo assessments are not received by 5:00 p.m. on the 15th of the month, a \$40.00 late fee will be assessed against the Unit and notice of such fee will be mailed to the unit owner at the address listed on the most recent Resident Information Form. (See By-laws Article X, Section 2(d).)
- B. The first late fee incurred by any Unit in a calendar year shall be waived for any Unit Owner who has not signed up for electronic debit (“EFT”) of condo assessments if the Unit Owner registers for EFT within thirty (30) days and also pays all past due amounts within thirty (30) days.
- C. If a condo assessment, other assessment or fine has not been received within seventy-five (75) days after the due date, the Association, with the approval of the Board of Directors may take the following actions:
  - (1) Place a lien against the property and record at the Arlington County Courthouse. The Unit owner will be responsible for attorney’s fees, expenses and costs plus a \$50.00 administrative fee.
  - (2) Determine that the Unit and/or Resident is no longer in good standing with the Association and revoke the Unit’s privileges; and/or
  - (3) Take any other actions permitted by the laws of the Commonwealth of Virginia, the Bylaws and/or these Rules and Regulations.

## **ARTICLE IV**

### **EXTERIOR OF UNITS**

**Section 1. Painting:** No unit owner or resident shall paint any portion of the exterior of any unit, including, but not limited to the outside of the unit door or the balcony, a color different from the color painted by the Association.

**Section 2. Exterior Displays:** Residents are permitted to display articles on the exterior of Unit doors and doorways as follows:

- A. Articles may be displayed using an over-the-door wreath hanger or by securing them to the doorknocker with wire or string; however, the unit number must remain visible at all times.
- B. No signs, notices or advertisements, including For Sale, For Rent or political signs, shall be displayed on any exterior of any Unit.
- C. Articles shall not be fastened to the door or doorways or other exterior Common Element by nails, screws or adhesive tape, except as to place small and unobtrusive religious symbols. In the event that a Resident uses nails, screws, or adhesive tape of any kind on the outside of a Unit door or other exterior Common Element, the Unit owner may be required to remove the article and, regardless of whether the Association requires removal of the article, the Unit owner will be responsible for the costs of any repairs necessary to return the Common Elements to their original condition.

**Section 3. Objects Outside Units:** For safety reasons and to comply with any relevant fire codes or insurance provisions, no objects (e.g., doormats, plants or umbrellas) may be placed in hallways outside of individual units. In addition to being required to remove such items, the Unit owner will be held financially responsible for any and all losses to the Association resulting from a violation of this rule.

**Section 4. Window Coverings:** No exterior shades, window guards, storm windows, ventilators, fans, or air conditioning devices shall be used in or about the building.

## **ARTICLE V**

### **INTERIOR OF UNITS**

**Section 1. Window Coverings:** All window coverings visible through a window from the outside of a Unit shall be lined with a solid lining.

**Section 2. Floor Covering:** Units that violate the provision in Bylaws (Article XI Section 1(j)) requiring floor coverings to be primarily carpeted shall not be subject to a fine unless there is a noise violation; however, in the event that a common element causes damage to floor covering other than wall-to-wall carpeting in areas other than a bathroom, foyer or kitchen or other areas installed by the Declarant (i.e. builder), the Association will be responsible only for the cost of replacement of medium grade wall-to-wall carpeting.

**Section 3. Signs & Notices:** No signs, notices or advertisements, including For Sale, For Rent or political signs, shall be inscribed or exposed on or at any window or other part of the condominium so as to be visible from the exterior of the building.

**Section 4. Unit Damage Reporting Policy:** The Unit Owner and/or the Owner's occupants, guests, employees, agents, representatives, or lessees are required to notify the Association within twenty-four (24) hours regarding any damage observed within the Unit the cause of which is believed to have emanated from the Common Elements or other Units. Notification must be submitted in writing and include the date damage was first observed.

The Unit Owner and/or the Owner's occupants, guests, employees, agents, representatives, or lessees are also required to notify the Association within twenty-four (24) hours regarding anything hazardous that is believed to have emanated from the Unit that may cause damage to the Common Elements or other Units. Notification must be submitted in writing and include the date the hazard was first observed, and action taken (if any) to remedy said hazard.

Pursuant to Article VI, Section 5 of the Bylaws, each Unit Owner shall be liable for the reasonable expense of any maintenance, repair or replacement rendered necessary by: damage to any Unit(s) (including the Owner's Unit) or the Common Elements the cause of which emanates from the Owner's Unit or any other element which the Owner is obligated to maintain. The Owner shall be liable whether said liability results from the negligence of the Owner or the Owner's occupants, guests, employees, agents, or lessees. This liability shall include any attorney's fees incurred by the Association in collecting amounts due from the Owner pursuant to the Williamsburg Condominium Bylaws. Nothing herein, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

**ARTICLE VI**  
**WALKWAYS & ENTRANCES**

**Section 1.** The common walkways or entranceways on Association property shall not be obstructed or used for any purpose other than to enter or exit the building.

**Section 2.** Except for the loading dock (and, for Terrace Level Units, the back driveway), no common entranceways of the Association will be used to deliver large items (e.g. furniture or appliances) or used to move-in or move-out of the building.

**ARTICLE VII**  
**BICYCLES, SCOOTERS & MOTORCYCLES**

**Section 1. Permits:** Bicycles and scooters stored in the garage and motorcycles parked in designated motorcycle spaces must display Williamsburg Bike Permits issued by the Management Office.

**Section 2. Use in Common Areas:** No bicycles, scooters, or similar vehicles, toys, roller skates, roller blades, skateboards, or other personal articles shall be allowed to stand or be ridden in any of the common areas, including the lobby area.

**Section 3. Ingress & Egress:** All bicycles, scooters, or similar vehicles are to be taken out of or into the building by way of the garage doors. (The garage door leading out to North Wayne Street may be opened by pushing the black button located approximately three-fourths of the way up the ramp on the right. The garage doors leading out to Fairfax Drive may be opened by pushing the black button located to the right of the doors.)

**Section 4. Storage/Parking:**

- A. No bicycles, scooters, or similar vehicles will be stored on balconies.
- B. Bicycles may not be parked or stored along the rails within the garage.
- C. Bike Bins may be made available to Residents for the storage of bicycles as provided elsewhere in these Rules and Regulations.
- D. There are 3 bike racks located throughout the garage:
  - (1) Garage Level 1 near the Fairfax Drive exit
  - (2) Garage Level 2 between the pool door and Fairfax Drive exit
  - (3) Garage Level 4 near Stairwell #3
- E. All bikes must be registered with the Management Office and have a Williamsburg Bike Permit clearly visible. Permits are available in the Management Office.

**Section 5. Removal:**

- A. Any bicycles, scooters, or similar vehicles stored in the garage or motorcycles parked in designated motorcycle spaces not displaying a Williamsburg Bike Permit will be tagged by Management or the Parking Committee and will be provided fifteen (15) days to display a Williamsburg Bike Permit. After fifteen (15) days, any such bicycle/scooter/motorcycle that still fails to display a Bike Permit will be removed and may be discarded by the Association.
- B. An improperly parked bicycle, scooter or motorcycle will have a notice placed on it by Management or the Parking Committee and will be provided fifteen (15) days to be moved. After fifteen (15) days, any such bicycle/scooter/motorcycle that has not been moved shall be removed and may be discarded by the Association.
- C. To the extent that Management or the Parking Committee is able to ascertain the ownership of a bicycle, scooter, or motorcycle, a notice shall be provided by certified mail at the owner's address provided on file with the Management Office prior to removal of a bicycle, scooter or motorcycle; however, because of the difficulty in ascertaining the ownership of bicycles, delivery of mailed notice to the owner may not be reasonably feasible.



## **ARTICLE VIII**

### **PETS & ANIMALS**

**Section 1. Permitted Animals:** In accordance with Association By-laws Article XI, Section 1(h), no more than two (2) small, orderly domestic pets (e.g., dogs, cats, caged birds) may be housed in any individual unit. Small pets shall be those that do not exceed a shoulder height of 20 inches at the time they are registered with the site Manager.

Owners are discouraged from keeping pets that may grow to more than a shoulder height of 20 inches. Pets that grow to more than a shoulder height of 20 inches will be in violation of these Rules and Regulations, and subject to removal from the condominium. Owners whose pets grew larger than expected may petition the Board of Directors to request an exception if the pet is between 20 and 24 inches.

Service animals are exempt from the size limit. No pets may be kept or maintained for commercial or breeding purposes.

#### **Section 2. Registration:**

- A. All pets must be registered with the site Manager (by updating the Resident Information Form) within two (2) weeks of the arrival of the pet in the condominium. This requirement is mainly for the benefit of the pets; if there is an emergency during the absence of the unit owner/resident, emergency personnel can be made aware of the animal's existence. Registration with the site Manager shall include the pet's name, type, weight and shoulder height, and for dogs, their current Arlington County license number. Any unit owner/resident that houses a pet in a unit shall consent to the measurement of the animal's shoulder height by the site Manager at the time of registration, and any time after registration upon the site Manager's written request.
- B. All dogs must also be registered with Arlington County in accordance with Arlington County regulations (which may be obtained at the Arlington County Courthouse or the Animal Welfare League Shelter). Proof of current rabies vaccination is required for county registration.
- C. All Unit Owners will ensure that pets visiting their Unit comply with the Association's Rules and Regulations, including the requirement that the Unit Owner must register a pet if it stays on the property for more than ninety-six (96) hours.

**Section 3. Control/Supervision/Cleanup:** Unit owners are responsible for their own pets and the pets of their guests and/or tenants including ensuring that any pets and their owners conform to the following rules:

- A. Pets must be under control at all times while on the Common Elements.
  - (1) No pet shall be allowed upon the Common Elements (e.g., hallways, elevators, or exterior condominium grounds) unless accompanied by a person able to control the pet and on a leash or being carried.
  - (2) No pets, except service animals, are allowed in the lobby area unless they are being carried.

- (3) Pets considered not “under control” shall include, but are not necessarily limited to, those that display aggressive behavior (e.g., hostile, injurious, or destructive) that results in (a) actual unwelcome physical contact with any person or other animal or the reasonable fear of such contact, or (b) damage to (i) common property or (ii) personal property of any person on the common property.
- (4) The person accompanying a pet shall act to prevent the animal from any unwelcome physical contact with another person or animal and/or damage to the common property or personal property of any person on the common property.
- B.** Pets, except service animals, must enter and exit the building through the side door near the recycling area or be carried through the lobby. Owners may walk their pets into the mail area and the office, but not out the side door by the office. The lobby does not include the mail room, package room, and management office; but includes all common areas beyond the management office to the front door.
- C.** No animal shall be allowed to urinate or defecate on condominium property except in the designated dog walking area. Particular care should be taken to prevent pets from urinating on the graveled area outside the side door near the recycling area.
- D.** Residents are responsible for immediately cleaning up any and all excrement caused by their pets while upon the Common Elements, indoors or out. If a pet soils any common area inside the condominium building, the incident should be reported to the site Manager after the area is cleaned by the resident.
- E.** All animal waste, including cat litter, is to be securely tied in a plastic bag before being deposited in the designated pet waste receptacles located in the dog walking area or in the loading dock area. No animal waste (including cat litter) is to be dropped into any trash chute.
- F.** No animals or pets are permitted to be housed or left on a balcony unsupervised.
- G.** Residents shall not allow any pet to cause or create a nuisance or unreasonable disturbance or noise.

#### **Section 4. Violations:**

- A.** Fines for violations of these rules may be assessed against the Unit responsible for the pet, regardless of whether the pet belongs to a Unit Owner(s), a non-owner Resident, or a guest of the Unit.
- B.** Pets that are in violation of these Rules and Regulations may be required to wear a muzzle in the common areas or may be subject to removal from the condominium upon ten (10) days written notice from the Board of Directors.

**ARTICLE IX**  
**PARKING & GARAGE**

**Section 1. Driving, Entry & Speed Limit:** Caution should be exercised at all times when entering, exiting, or driving in the garage area. For safety and security, drivers must swipe their building security card or fob in order to enter the garage. Drivers shall not tailgate or otherwise follow another vehicle into the garage. The speed limit within the garage area is 5 m.p.h. To make their vehicles more visible to others, drivers shall use their headlights at all times while driving in the garage and shall follow the directional signs posted in the garage.

**Section 2. Permitted Vehicles:** Parking on Condominium property is permitted only by vehicles belonging to Unit Owners, Residents or their respective Guests/Visitors subject to the following conditions (and others related to parking by Guests and non-Residents):

- A. All vehicles parked on the Condominium property must be operational and have current registration tags, as well as current legally-required stickers.
- B. All Resident vehicles must be registered with the Site Manager.
- C. Except as permitted under Section 1 for authorized Terrace Level Unit moves, deliveries, and contractor access, no vehicles except passenger cars, motorcycles, pickup trucks, and small vans shall be parked on the property (specifically, no boats, trucks larger than 1/2-ton, camper trucks, commercial or recreational vehicles). The Board of Directors also may grant exceptions to this rule on a case-by-case basis.

**Section 3. Parking in Assigned Spaces:** All vehicles belonging to Residents shall be parked in the spaces deeded with unit owned or rented. All vehicles must park within the lines of a parking space. No part of the vehicle shall rest on or extend past any part of the dividing lines of the parking spaces. The offending vehicle may be towed at the vehicle owner's expense.

- A. Residents are not permitted to exchange the use of the deeded space for one owned by the Association except with prior approval from the Board of Directors which shall grant such approval only in exceptional circumstances.
- B. Vehicles, including Guests/Visitors, are prohibited from parking in the parking spaces owned by other Units. In the event that another vehicle is parked in an individually-owned parking space, the owner of that parking space may file a complaint with the Parking Committee, the Management Office or the Board of Directors. Upon a determination by the Board of Directors that a vehicle associated with another Unit parked in the complaining resident's space, the Board of Directors may (1) impose a fine on the Unit with which it is found to be associated to be paid to the complaining unit owner and/or (2) if the vehicle belongs to a non-Resident or is not registered with the Management office, ban the offending vehicle from the Williamsburg property and order that if the vehicle is subsequently found on Williamsburg property that it is subject to immediate towing (even if it is then in compliance with all regulations).

**Section 4. Handicapped Parking:** The Association makes available certain parking spaces identified as “Handicapped Parking.”

- A. Only vehicles displaying a government-issued handicapped license plate or permit are permitted to park in spaces identified as “Handicapped Parking.”
- B. Any vehicles parked in a handicapped-designated parking space without displaying a proper permit will be reported to the Arlington County Police Department (which may issue applicable fines), and/or may be subject to immediate towing and/or may be subject to a fine by the Association.

**Section 5. Loading Zone:** The loading zone is for loading and unloading only. Vehicles parked in any fire lane (usually designated by a yellow curb) are subject to ticketing by Arlington County Police.

**Section 6. Repair & Maintenance of Vehicles:**

- A. Vehicle repairs or maintenance shall not be performed on the condominium property.
- B. There shall be no washing of cars on condominium property.

**Section 7. Storage of Non-Vehicle Items in Parking Spaces:**

- A. Due to fire, safety, and security concerns, objects other than those permitted in these Rules and Regulations are not permitted in any parking spaces.
- B. Bicycles, mopeds and collapsible carts may be kept in parking spaces but must be removed upon request of the Board or Management Office staff.
- C. At the discretion of the Management Office staff, the Parking Committee and/or a member of the Board of Directors, all other items stored in a parking space may be removed and discarded without notice. (This includes boxes, temporary storage items, car care products, etc.). No remuneration shall be due nor given for such items that are removed and/or discarded pursuant to this rule.
- D. The Association is not responsible for loss of or any damage to items stored in Association-owned parking spaces or for any items stored in Association-owned parking spaces.

**Section 8. Parking on the Back Driveway:** Parking on the back driveway is prohibited, except as permitted under Article I (for authorized Terrace Level Unit moves, deliveries, and contractor access) and in extraordinary circumstances authorized in advance by the Board of Directors, and is subject to the imposition of fines by the Association against a Unit Owner in addition to any fines imposed by the County of Arlington or the Commonwealth of Virginia.

**Section 9. Guest/Visitor Parking:** Owners and Residents are responsible for ensuring that their guests park in the designated Guest/Visitor Parking Spaces and otherwise following these Rules and Regulations regarding the Garage, including the following:

**A. Garage Guest Parking Spaces:** Use of the parking spaces in the Garage labeled “Guest Parking” or “Visitor Parking” are intended for guests or visitors of residents of the Williamsburg Condominium and are subject to the following conditions:

- (1) Any vehicle parked in a Visitor/Guest parking space must clearly display a current annually-issued visitor parking permit issued by the Management Office. (Clearly displayed means clearly visible from outside the vehicle either on the rear-view mirror with the pre-printed side facing the windshield or on the dashboard.)
- (2) Visitor parking permits are issued on an annual basis and shall be valid only during that calendar year to Units whose owners are in good standing with the Association and whose Residents are registered with the Management Office. Two (2) Visitor parking permits are issued to each Unit, and a charge of \$5 per permit will be assessed for replacement visitor parking permits. Upon notification by the Board to the Unit owner that the Unit is not in good standing with the Association, a Unit owner must promptly surrender any previously-issued parking passes and guests of that Unit are not permitted to park in Guest/Visitor Parking spaces. The Board may impose a fine of up to \$10 per day for the failure by a Unit Owner to surrender a Guest/Visitor parking pass within 30 days of being notified that the Unit is not in good standing or any use of Guest/Visitor Parking by a resident, owner or guest of a Unit (or vehicles associated with that Unit) once the Unit is no longer in good standing with the Association.
- (3) The Visitor Parking Permit(s) may not be used more than three (3) consecutive calendar days, or more than four (4) calendar days in any consecutive seven-day (7-day) period, or more than twelve (12) calendar days in any calendar month.
- (4) In instances of extraordinary circumstances when visitor parking permits need to be used beyond the limits set forth in the limited-use rules, the Resident/Owner must register a request with the Management Office staff in advance, who may issue an extended parking permit valid for a specified period of up to ten days. A four-day extension may be granted by the Management Office staff, for a total period not to exceed fourteen days. Each resident shall be entitled to one extended parking permit per calendar month.
- (5) Extended parking permit use shall not count against the limits set forth in the limited-use rules.
- (6) At the recommendation of the Parking Committee, the Board of Directors may determine that a Resident is using the Guest/Visitor Parking Spaces as his/her regular parking spaces in lieu of renting an additional space and may enforce the Parking Rules as follows:
  - a. Testimony by a member of Management or the Parking Committee that one or more vehicles registered to or associated with a Unit or displaying a parking permit from that Unit (even if different vehicles are parking in Guest/Visitor parking in an attempt to circumvent these regulations) and parking in the Guest/Visitor parking in excess of the limits imposed by these Regulations shall

constitute *prima facie* evidence of such a violation of the Rules (but shall not be the only method or evidence by which such a violation may be established).

- b. Upon a determination by the Board of Directors that a Unit (or vehicles associated with that Unit) is utilizing Guest/Visitor Parking or another Association-owned parking space (without permission) as a regular parking space, the Board of Directors may charge the Unit a monthly fee equal to the current-going rate at which the Association leases parking spaces on a month-to-month basis plus a late fee for each month that the residents or guests is determined to have so used a guest/visitor space as regular parking.
- c. In the case of a vehicle associated with a Unit that repeatedly uses Guest/Visitor Parking or another Association-owned parking space as a regular parking space (without permission), the Board may assess against the Unit a fee equal to the total annual amount of the current-going rate at which the Association leases spaces calculated at a month-to-month rate, which shall be payable in full within thirty (30) days of the determination by the Board of Directors; and/or revoke the Unit's Guest/Visitor Parking permits and/or other privileges.
- d. The amount determined by the Board of Directors to be charged shall be treated as an assessment against the Unit and failure to pay such assessment within thirty (30) days after receiving notice of the determination by the Board of Directors shall be subject to late fees imposed on all other assessments.

(7) Vehicles not clearly displaying a parking permit are subject to a fine assessed to the Unit or towing at the owner's/operator's expense.

(8) Vehicles displaying parking permits that have exceeded the limits set forth in the limited-use rules are also subject to towing at the owner's/operator's expense.

(9) The Guest/Visitor Parking in the Garage is intended for cars and similarly-sized vehicles. Large trucks and large SUVs are not permitted to park in the Guest/Visitor Parking in the Garage. Violation of this provision is subject to a fine assessed against the Unit with which the vehicle is associated.

**B. External On-Site Parking Spaces:** The five parking spaces on the Wayne Street side of the building are intended for very short-term use, such as pick-ups and deliveries and are subject to the following conditions:

(1) Parking in these spaces is limited to 30 minutes. During the weekdays and only during Management office hours, exceptions may be made in the discretion of Management.

(2) Vehicles parked in excess of 30 minutes are subject to immediate towing at the owner's/operator's expense. Attempts to locate offenders will not be conducted prior to towing the vehicle violating the time limit.

**Section 10. Leasing of Individually-Owned Parking Spaces:** Unit owners are permitted to lease or rent their individually-owned parking spaces subject to the following conditions:

- A. To ensure the safety and security of the Williamsburg Condominium and its residents, Unit Owners and Residents are not permitted to lease, sublet or assign their individually owned parking spaces to persons who are not current residents of the Williamsburg Condominium. In the event that any Unit leases, sublets or assigns the use of an individually-owned parking space to a non-resident (which means anyone who is not a Unit Owner or registered as a Resident with the Association), the Association shall be entitled to assess the Unit the amount that was charged to any such person for the parking space plus interest at the maximum statutory or judgment rate.
- B. Unit Owners shall advise the Management Office as to the identity of the Resident to whom they have leased or rented their parking space, and a description and license plate of the vehicle.

**Section 11. Leasing/Rental of Association-Owned Parking Spaces:** In addition to the Guest/Visitor Parking, the Association owns 35 parking spaces in the Garage, which may be leased or rented to Residents in accordance with the following provisions:

- A. Association-owned parking spaces may be made available to Residents whose Unit is in good standing with the Association, on a first-come, first-serve basis through the Management Office for a fee. In leasing or renting Association-owned parking spaces, the Management Office will give priority to (1) Residents who are owners of Units in the Williamsburg in good standing who have not rented another Association-owned parking space.
- B. In the event that there are more Residents who desire to rent or lease an Association-owned parking space than are available, the Management Office will maintain a waiting list of Residents whose Units are in good standing with the Association and who have expressed an interest to rent or lease an Association-owned parking space. In the event that there are parking spaces that are not being rented or leased, the Management Office will advise the Board of Directors at the next monthly meeting.
- C. Every Resident who rents or leases an Association-owned parking space shall sign a written agreement with the Association and identify the vehicle intended to be parked in that space by license plate and provide proof of ownership of that vehicle. Association-owned parking spaces are leased on a month-to-month basis and the price will be set by the Board of Directors.
- D. A Resident who rents or leases an Association-owned parking space is not permitted to lease, sublet or otherwise assign use of the Association-owned parking space to any other person.
- E. The Rules and Regulations regulating the garage and parking spaces, including restrictions regarding the vehicles and objects permitted in the parking spaces, shall apply to the Association-owned parking spaces.
- F. The Association is not responsible for loss of or any damage to vehicles parked in Association-owned parking spaces or for any items stored in Association-owned parking spaces.

- G.** In the event that a Resident's use of an Association-owned parking space terminates, and the Resident fails to remove his/her vehicle, the Association has the right to tow the vehicle at the expense of the vehicle owner. In the event that the Resident's use of an Association-owned parking space terminates, and the Resident fails to remove other objects or items from the parking space, those items or objects shall become the property of the Association to use, discard or sell as the Association in its sole discretion sees fit.
- H.** Management and the Parking Committee shall perform regular inspections of Association-owned parking spaces and are authorized to take the following actions:
- (1)** In the event that a vehicle is parked in an Association-owned space that is not being rented or leased by that Resident, Management or a member of the Board of Directors, upon the recommendation of the Parking Committee, is authorized to have that vehicle towed at the vehicle owner's expense.
  - (2)** In the event that items or objects are being stored improperly in an Association-owned parking space, those items or objects shall become the property of the Association to use, discard or sell as the Association in its sole discretion sees fit.
  - (3)** In the event that an Association-owned parking space is regularly being used by a Resident who is not renting or leasing that parking space, at the recommendation of the Parking Committee or Management, the Board of Directors may apply the same procedures with respect to the improper use of Guest/Visitor parking spaces and apply the same assessments against a Unit for the unauthorized or improper use of such parking space.

**Section 12. Enforcement:** The Management Office, in association with the Board of Directors and any relevant committees (e.g. Violations, Parking), will determine, based on observations and parking reports, if these rules are being violated. In those cases where the rules are being violated:

- A.** The Management Office staff or a member of the Board of Directors may subject the offending vehicles to towing at the vehicle owner's expense.
- B.** In addition to towing offending vehicles, the Board of Directors, in association with the Management Office and any relevant committees (e.g. Violations, Parking), may levy fines against Residents and/or Unit owners (including a non-resident-owner) associated with the offending vehicles ("Associated" is defined as control of the vehicle through ownership, rental, etc. and/or guests of Residents or owners of the Unit number as shown on the parking permit displayed in the vehicle or by other methods of proof). The offender, to the extent he/she can be identified, and/or the Unit will be advised of the fine. The Community Management Company shall be responsible for the collection of the fine.
- C.** Any fines levied for violations of the Rules and Regulations or charges assessed regarding Parking shall be treated as an assessment against the Unit as to all vehicles associated with that Unit (whether the vehicle is owned by a unit owner, a non-owner resident or the guest of either the unit owner or the non-owner resident).



## **ARTICLE X**

### **TRASH**

#### **Section 1. Use of Trash Chutes:**

- A. To prevent spillage during the drop to the compactor, trash must be placed in securely tied plastic bags for disposal.
- B. Bagged trash is to be taken to the trash chute on each floor for disposal.
- C. To minimize noise problems, the trash chutes are to be used only between the hours of 7:00 a.m. and 10:00 p.m.

**Section 2. Animal Waste:** No animal feces or waste is to be dropped down the trash chutes. All animal waste, including cat litter, must be securely tied in a plastic bag and then deposited in the designated pet waste receptacles located in the dog walking area (outside the side door near the recycling area) or in the loading dock area.

**Section 3. Recyclables:** All recyclable trash (e.g. light bulbs, aluminum, plastics, newspaper, etc.) should be carried to the recycling area on the first floor and placed in the appropriate container.

#### **Section 4. Large Items:**

- A. Large or long items must not be dropped down the trash chutes. Such items must be carried directly to the dumpsters in the loading dock area.
- B. Boxes are to be broken down and are to be carried directly to the designated area outside the recycling area.
- C. Removal from the property of furniture, appliances, crates, mattresses or other large items is the responsibility of the resident. Arrangements may be made with the Management Office for a special pickup of these items at the resident's expense.

**ARTICLE XI**  
**BALCONIES & PATIOS**

**Section 1. Grills & Barbeques:** In accordance with Arlington County Ordinance, no grills or barbeque units or similar such devices other than electric barbecues or any open flame shall be used on balconies.

**Section 2. Plants & Flower Boxes:** Flower boxes may be installed only on the inside of the balcony railings. Residents should be mindful of the potential significant weight of plant containers when filled with wet dirt. Residents shall check with the Management Office prior to using fertilizers on outdoor plants if there is a likelihood of run-off onto the balcony.

**Section 3. Balcony Railings:** Nothing shall be hung from the outside of the balcony railings.

**Section 4. Objects on Balconies:**

- A. Any object placed on a balcony must be sufficiently secured to prevent wind gusts from blowing it around or off the balcony.
- B. No bird feeders, bug lights, wind chimes, flags, or windsocks are allowed on balconies. Satellite dishes may be kept on balconies but may not be attached to the building or any part of the balcony.
- C. No articles, e.g., swings, hammocks, or planters, may be hung from the ceiling of any balcony.

**Section 5. Carpeting:** No indoor/outdoor carpeting or tiling is to be installed on any balcony or patio.

**Section 6. Cleaning & General Maintenance:** Unit owners are responsible for keeping balconies clean and following recommended cleaning procedures for their individual balconies or patios. Because of its destructive effect balconies shall not be cleaned using power washing or a hose and no salt shall be used on balconies for ice removal or any other purpose.

**Section 7. Pets:** Unsupervised pets are not to be kept on a balcony or a patio.

**Section 8. Signs & Displays:** No signs, including, but not limited to, For Sale, For Rent, or political signs, may be displayed on a balcony or patio. No adhesive tape of any kind may be used to attach anything to a balcony railing.

**Section 9. Articles Falling from Balconies:** Pursuant to the Bylaws, Article IX, Section 1(1), no article shall be shaken or thrown from any balcony, window, door or window sill. No resident shall allow anything whatsoever to fall from the windows or balconies of the unit, nor sweep or throw any dirt, refuse or other substances from the unit onto the Common Elements.

## **ARTICLE XII**

### **COMMON AREAS**

**Section 1. Smoking:** Smoking is not allowed in any of the indoor common areas (including, but not limited to, the lobby, elevator areas, hallways, community room, and garage area) or in the pool area.

**Section 2. Weapons Policy:** Under Virginia law, it is lawful for citizens to carry certain types of weapons in the open. Further, certain weapons are permitted to be carried concealed by a person possessing a valid state-issued permit. Although there are certain limitations on these rights, the laws governing the carrying of weapons are part of the criminal code of Virginia and are therefore appropriately investigated and enforced by the police.

Regardless of whether a weapon is involved - if you have reason to believe that a crime has been committed, is in the process of being committed or if you feel unsafe or threatened for any reason you should contact the police:

- Emergency: 911
- Arlington County non-emergency: 703-558-2222

In addition, police reports may be filed online with the Arlington County Police Department at: <https://police.arlingtonva.us/online-police-reporting-system/>.

Open and Concealed weapons are not permitted in any of the recreational common areas, including the exercise room and sauna, library/game room, community room, and pool facilities.

**Section 3. Community Room:** The Williamsburg Community Room is available for Condominium Association-related events such as Board Meetings and Committee meetings, resident-sponsored Community events (open to all residents), and private events. Residents in good standing, with the Association, may reserve the Community Room through the Management Office on a first come, first served basis for groups not to exceed 100 people (in accordance with the maximum persons allowed per the Arlington County Fire Marshal). The Community Room fee per private party rental is \$65 and \$00 for a resident-sponsored Community event open to all Williamsburg Condominium residents. Whether for a private or resident-sponsored Community event, there is a security deposit of \$350.00.

**A. Reservations:** The submission of a signed rental agreement and security deposit to the Management Office shall confirm a reservation. Failure to do so at least seven days prior to the scheduled rental date shall result in cancellation of the reservation.

**B. Return of Security Deposit:**

- (1) The security deposit, less charges for cleaning or damage, will be refunded after inspection by Management and the return of the Community Room key by Resident. If the cost of cleaning or repair exceeds the security deposit, the additional cost will be assessed against the Unit Owner whose Resident signed the rental agreement.
- (2) The security deposit may, at the discretion of Management or the Board, be retained for any infractions of Association rules and regulations or misuse of the facility that may occur in conjunction with the rental.

**C. Responsibility for Guests:** The Resident signing the rental agreement and the Unit Owner whose Resident signed the agreement is responsible for the conduct of all guests during the event and any damages caused by guests whether to the Community Room, other Common Areas, or the property of other Residents.

**D. Permitted Events:** Residents are permitted to rent the Community Room for either resident-sponsored or private events. All events held in the community room (except for Board or Committee meetings) must be sponsored by a resident or committee. All events sponsored by a resident require a formal rental agreement, applicable rental fee and security deposit. The private rental fee is required for events that are not open to the entire Williamsburg community.

To ensure equity, transparency, and due process, any commercial event, whether private or open to all Williamsburg residents, being held in the Community Room must be approved in advance by, and will be at the discretion of, Management and/or the Williamsburg Condominium Board of Directors.

If the Williamsburg Condominium Board of Directors, and/or its Management company, approves rental of the Community Room for a political or commercial event, the resident renting the Community Room must post a sign that reads: ***“The event is not a Williamsburg Condominium Board of Directors—sponsored event and the Williamsburg Condominium Board of Directors does not endorse any particular political candidate, ballot issue, or commercial product or service.”*** The resident must further reiterate this message to all persons attending the event.

Residents who wish to conduct, host, or sponsor commercial activities are required to complete the necessary request form, provide a security deposit and applicable rental fee, and must adhere to the following:

All commercial activities must:

- (1) Be of a legal nature and comply with applicable federal, state, and local laws as well as Williamsburg Condominium By-Laws and Rules and Regulations;
- (2) Be sponsored by a resident in good standing;
- (3) Provide a discounted rate that is less than what residents would pay for similar goods and services in the larger external community;
- (4) Require sponsors and/or providers to have active and sufficient insurance and all other required certifications and licenses;
- (5) With a resident-sponsored Community event, a sign-in sheet must be completed which demonstrates the name of the attendee, whether they are a resident of the Williamsburg, and if not, the name of the resident sponsor;
- (6) Be conducted between the hours of 6am and 10pm; and
- (7) Only occur within the confines of the community room, unless granted permission by the Management company to hold the event in another location on the property due to being displaced by a resident’s private, social rental of the space or for a Board/management-sponsored activity. If the requested commercial activity is displaced, the Management company will determine a suitable new location for the activity. If a suitable location is not available, the activity will be cancelled for that occurrence.

No commercial activities will:

- (1) Interfere with other residents’ quiet enjoyment of the property, their unit or violate

- any of the By-Laws or Rules;
- (2) Have non-residents as attendees unless each non-resident attendee is sponsored by a resident (e.g., one resident cannot sponsor multiple non-resident attendees) if a resident-sponsored Community event;
- (3) Interfere with other residents' reasonable use of the space (i.e., private rental, Association-related event);
- (4) Exceed 3 events total per week, per unit, by any individual providing or sponsoring services; and
- (5) Be advertised or promoted to individuals or entities outside the Williamsburg community (by any means) when it is a resident-sponsored Community event open to all residents.

Management will maintain a calendar of available times for such use, with the understanding that scheduled commercial use may be restricted by the following:

- (1) Any Board, Committee, or other Association-sponsored event;
- (2) A resident's request to rent the space for a private event with the request occurring no less than two weeks in advance to facilitate notifications;
- (3) Decision by the Board of Directors that the activity interferes with other residents' quiet enjoyment of their property which would be remedied by either cancelling the activity or moving the activity to a different day or time;
- (4) Additional commercial activity requests by other residents.
  - a. Management will limit scheduling of commercial activities per sponsoring/providing resident or unit not to exceed three times per week;
  - b. If a resident or unit has more than one scheduled commercial activity and another unit resident wishes to conduct a commercial activity at the same day and time, the resident who scheduled the activity first is to have first choice for one of their scheduled activities, the second unit resident will have second choice, with alternating choices made until all commercial activities are scheduled or no room remains in the schedule.

**Hours:** The room will be available to rent between 6:00 a.m. until 10:00 p.m., Sunday through Thursday and until 12:00 midnight, Friday and Saturday. After 11:00 p.m., all guests at such events should keep noise to a minimum, including when leaving the building.

**Definitions:**

**Association-related event:** Event sponsored by the Board of Directors, Management, or a committee: e.g., Board meeting, Holiday party, Finance Committee meeting.

**Commercial event and/or activity:** Event or activity in which, directly or indirectly, there is an exchange of goods or services for any fare, fee, rate, charge, or other consideration. Commercial events or activities can either be those which are open to the entire Williamsburg community or those which are private and by invitation only.

**Resident-sponsored Community event:** Event sponsored by a Williamsburg resident, announced and open to all Williamsburg residents: e.g., watch party, Yoga class, Book club.

**Private event:** Event sponsored by a Williamsburg resident and not open to all Williamsburg Residents.

### Community Room Fee and Use Criteria Quick Reference Guide

<b>Event Type</b>	<b>Association-Related</b>	<b>Community</b>	<b>Private</b>
Must be Resident-sponsored	No	Yes	Yes
Requires Rental Agreement	No	Yes	Yes
Security Deposit	None	\$350.00	\$350.00
Rental Fee	None	None	\$65.00
Commercial Activity Allowed	No	Yes	Yes
Non-resident attendees must be sponsored	No	Yes	No
Cannot exceed 3 times per week	No restrictions	Yes, if commercial	Yes, if commercial

**Section 3. Community Room:** Residents in good standing with the Association may reserve the community room through the Management Office on a first come, first serve basis for groups of up to 100 people – the maximum allowed by Arlington County Fire Marshal -- for a flat fee of \$65 per day and a security deposit of \$350.00.

**E. Reservations:** The submission of a signed rental agreement and security deposit to the Management Office shall confirm a reservation. Failure to do so at least seven days prior to the scheduled rental date shall result in cancellation of the reservation.

**F. Return of Security Deposit:**

(3) The security deposit, less charges for cleaning or damage will be refunded after inspection by Management and the return of the Community Room key by Resident. If the cost of cleaning or repair exceeds the security deposit, the actual cost will be assessed against the Unit whose Resident signed the rental agreement.

(4) The security deposit may, at the discretion of Management or the Board, be retained for any infractions of Association rules and regulations or misuse of the facility that may occur in conjunction with the rental.

**G. Responsibility for Guests:** The Resident signing the rental agreement and the Unit of that Resident is responsible for the conduct of all guests during the event and any damages caused by guests whether to the Community Room, other Common Areas or the property of other Residents.

**H. Permitted Events:** Residents are permitted to rent the Community Room for private and social events. Any non-social or commercial event to be held in the Community Room must be approved in advance by and at the discretion of the Williamsburg Condominium Board of Directors.

If the Williamsburg Condominium Board of Directors approves rental of the Community Room for a political or commercial event, the resident renting the Community Room must post a sign that reads: “The event is not a Williamsburg Condominium Board of Directors—sponsored event and the Williamsburg Condominium Board of Directors does not endorse any particular

political candidate, ballot issue, or commercial product or service,” and the resident must reiterate this message to persons attending the event.

- I. Hours:** The room will be available to rent until 10:00 p.m., Sunday through Thursday and until 12:00 midnight, Friday and Saturday. After 11:00 p.m., all guests at such events should keep noise to a minimum, including when leaving the building.
- J. Key:** The Resident renting the Community Room is responsible for obtaining a key and remote control from the Management Office during normal business hours prior to the scheduled event and returning the key and remote control on the first business day following the event.
- K. Use of Other Common Elements:** Out of consideration to other residents, events being held in the Community Room are not allowed to extend onto the Common Elements outside the room itself (e.g., the outside area adjacent to the community room or the lobby area). Rental of the community room does not include use of the exercise room, sauna, pool, or game room.
- L. Pets:** No pets are permitted in the Community Room, except service animals.
- M. Use at Own Risk:** Anyone using the Community Room does so at his/her own risk.
- N. Furniture & Fixtures:** During the rental period, no furniture or fixtures from any other common area may be moved into the Community Room, nor may any furniture, fixtures, or Audio/Video Equipment in the Community Room be moved to any other area of the building.
- O. Conclusion of Event:** At the conclusion of the rental period, all furniture in the Community Room must be accounted for and moved back to its original position. Audio/Video Equipment shall not be moved at any time. All doors must be closed and locked, and all lights turned off before leaving.

#### **Section 4. Game Room:**

- A.** Residents and guests accompanied by Residents may use the game room during the hours of 9:00 a.m. to 10:00 p.m. each day.
- B.** No pets are permitted in the game room, except service animals.
- C.** Anyone using the game room does so at their own risk.

#### **Section 5. Exercise Room and Sauna:**

- A.** The Exercise Room and Sauna are available for use by Residents and guests accompanied by Residents from 5:30 a.m. to 11:00 p.m. each day.
- B.** Anyone using the Exercise Room or Sauna does so at his/her own risk.
- C.** No pets are permitted in the Exercise Room or Sauna, except service animals.

- D. Use of aerobic equipment (i.e., treadmills, rowers, exercise bikes, and stair climbers) should be limited to 30 minutes when anyone is waiting to use the equipment.
- E. Residents using the Exercise Room or Sauna Room shall refrain from making excessive noise. Anyone making excessive noise will be asked to leave.

#### **Section 6. Common Area Storage Bins:**

- A. Each Unit in good standing with the Association shall be guaranteed the use of one and only one Storage Bin free of charge. No unit shall be guaranteed any particular Storage Bin and the assignment of the Storage Bin shall be made on a first-come, first-served basis by assignment through the Management Office.
- B. After each Unit in good standing with the Association has been assigned a Storage Bin, any remaining Storage Bins will be made available to residents of the Williamsburg Condominium for rental on a month-to-month basis on a first-come, first-served basis. Rental of full-size bins is at a cost of \$60 per month and half-size bins at \$30 per month. In assigning additional Storage Bins, the management office will give priority to (1) residents who are owners of Units in the Williamsburg in good standing with the Association and (2) who have not already rented an additional Storage Bin. In the event that there is a waiting list for additional Storage Bins, the Association, in its discretion may terminate the use of more than one additional Storage Bin by providing 30 days' notice to any Resident who is (1) renting more than one Storage Bin (in addition to the guaranteed Storage Bin or (2) any non-owner Resident who is renting a Storage Bin.
- C. Every Resident who is assigned a Storage Bin or leases an additional Storage Bin shall sign a written agreement with the Association concerning the use of the Storage Bin. No Resident who is assigned or leases a Storage Bin is permitted to lease, sublet or otherwise assign use of the Storage Bin to any other person.
- D. Residents must lock and tag with the unit number the storage bin assigned. Storage bin tags will be provided by management.
- E. Storage Bins are to be used for the storage of normal household items, and similar goods. No hazardous materials or other items that would adversely impact the Association, its resident or the Association's insurance policy shall be stored in any common area Storage Bin.
- F. The Association is not responsible for loss of or any damage to items placed in Storage Bins regardless of whether the Storage Bin is locked or unlocked.
- G. Management shall perform an annual inspection of all bins. Any violation of the rules and regulations regarding the bins shall result in the resident's loss of use of the bin(s). Unidentifiable items found in any unmarked or unlocked Storage Bins or in the storage areas, but not inside a Storage Bin will be discarded without notice. All residents will be provided with notice of the bin inspection and be asked to confirm their use of the assigned bin(s) for the following year.



- H. In the event that a Resident's use of a Storage Bin terminates, and the Resident fails to remove the contents of the Storage Bin upon termination, the contents of the Storage Bin shall become the property of the Association to use, discard or sell as the Association in its sole discretion sees fit.

## **Section 7. Bike Bins:**

- A. Bike bins may be made available to residents whose Unit is in good standing with the Association, on a first-come, first-served basis by assignment through the Management Office. In assigning Bike Bins, the Management Office will assign Bike Bins in order of priority to (1) residents who are owners of Units in the Williamsburg in good standing with the Association and (2) who do not have another Bike Bin assigned.
- B. In the event that there are more Residents who desire a Bike Bin than are available, the Management Office will maintain a waiting list of Residents whose Units are in good standing with the Association and who have expressed an interest in a Bike Bin, but do not have any Bike Bin. In the event that there are Bike Bins unassigned, the Management Office will advise the Board of Directors at the monthly meeting.
- C. Every Resident who is assigned a Bike Bin shall sign a written agreement with the Association concerning the use of the assigned Bike Bin. Any Resident who is assigned a Bike Bin shall not be permitted to lease, sublet or otherwise assign use of the Bike Bin to any other person.
- D. Only bicycles and bicycle equipment may be stored in bike bins.
- E. Residents must lock and tag with the unit number the bike bin assigned. Bike Bin tags will be provided by management and shall be displayed on the outside of each Bike Bin.
- F. The Association is not responsible for loss of or any damage to items placed in bike bins, whether the bins are locked or unlocked.
- G. Bike Bins that are not being used or not being used for the storage of bicycles (except for limited periods of time (e.g. when the bicycle is in use or off-site for repair) will be reassigned to other Unit owners on the waiting list.
- H. Management shall perform an annual inspection of all bike bins. Any violation of the rules and regulations regarding the bike bins shall result in the resident's loss of use of the bin(s). Unidentifiable items found in any unmarked or unlocked Bike Bins will be discarded. All residents will be provided with notice of the bin inspection and be asked to confirm their use of the assigned bin(s) for the following year.
- I. In the event that a Resident's use of a Bike Bin terminates, and the Resident fails to remove the contents of the Bike Bin upon termination, the contents of the Bike Bin shall become the property of the Association to use, discard or sell as the Association in its sole discretion sees fit.

## **Section 8. Resident Lock Boxes:**

- A.** A lock box is a secure combination box for residents to store keys and make them available to realtors. These mounted boxes must be U-loop style, which attach to wall mount bars for convenience.

Lock boxes are not permitted inside the building and must be properly attached on the wall mount bar(s) located at the front entrance of the building outside the main lobby vestibule.

The resident must complete and sign the Williamsburg Condominium Lock Box Registration Form and return to the Williamsburg Management Office prior to attaching a lock box in the designated common area at the front entrance.

The unit owner or his/her representative will remove the lock box within two (2) weeks of the condo unit being sold or leased. The lock box must be identifiable to the condo unit. If a lock box is not properly identifiable, or is not removed as specified, the Williamsburg Condominium will remove the lock box without notice.

Any exceptions will require approval by the Board of Directors and will be considered on a case-by-case basis.

## **ARTICLE XIII**

### **POOL**

#### **Section 1. Access to the Pool & Pool Area:**

- A.** All persons must present pool passes to the lifeguard and sign-in upon entering the pool area. The lifeguard assumes no responsibility for pool passes.
- B.** No person shall use the pool unless it is officially open, and the lifeguard is on duty. The pool may be closed at any time due to faulty equipment, inclement weather, or due to other operational difficulties.
- C.** Persons 12 years of age and under will not be admitted to the pool area unless accompanied by a person 18 years of age or older at all times.
- D.** Bathers who are not toilet trained or who are incontinent must wear a swim diaper in the water.
- E.** Persons having cuts, abrasions, colds, coughs, inflamed eyes, infections, open sores, and those wearing bandages are not permitted admission into the pool or pool area.
- F.** Guests of Residents are permitted to use the pool only when accompanied and signed-in by a Resident. The number of guests may be limited at any time when, at the sole discretion of the lifeguard or Management, over-crowding of the facility may occur.
- G.** Management reserves the right to refuse entry or deny pool privileges to anyone at its sole discretion.

#### **Section 2. Pool Hours:**

- A.** The pool will be open seven days a week, subject to any posted closure. Pool hours are Monday-Friday 1:00 p.m. to 9:00 p.m.; Saturday, Sunday and holidays 10:00 a.m. to 9:00 p.m.
- B.** The pool will be closed during rain, lightning, or if a lifeguard is not available.
- C.** There will be a swim period set aside for the exclusive purpose of lap swimming, Monday through Friday, from 8:00 p.m. to 9:00 p.m.

#### **Section 3. Allocation of Pool Passes:**

- A.** Pool passes will be provided to Residents who have completed and/or updated a Resident Information Form, whose Unit is in good standing with the Association and who agree to the Conditions on Pool Use and agree to abide by the Pool Rules.
- B.** Pool passes and guest cards are the property of the Williamsburg Condominium and are not transferable. Pool passes may be revoked if the Resident fails to remain in good standing with the Association or for violation of the Pool Rules. Residents shall surrender all pool passes to the Association either upon request by the Board of Directors or whenever the Resident ceases to reside in the Williamsburg Condominium.

C. The Management Office shall issue the following number of pool passes annually to Units:

<u>Unit Type</u>	<u>Number of Passes</u>
1 Bedroom	2
1 Bedroom with Den	3
2 Bedroom	4
2 Bedroom with Den	5
3 Bedroom	5

**Section 4. Conditions on Use of the Pool:** The use of the Pool is subject to the following conditions:

- A. Assumption of Risk:** All persons using the pool and facilities (pool deck, restrooms, and hallway) do so at their own risk. The Williamsburg Condominium shall have no responsibility for any accident or injury in connection with the use of the pool and facilities (pool deck, restrooms, and hallway) or for any loss or damage to personal property associated therewith.
- B. Waiver & Limitation of Liability:** Persons using the pool agree not to hold the Williamsburg Condominium liable for any actions in connection with their use of the pool area, including the actions of other persons in the pool or the loss or damage to any personal property, of whatever nature occurring within the pool area.

**Section 5. Pool Rules:** The following rules are for the protection and benefit of all to assure safe and sanitary operation of the pool facilities. Your cooperation will afford pleasant relaxation and recreation for everyone concerned.

- A.** No one is permitted to loiter at the guard station.
- B.** Persons who are unable to demonstrate to the lifeguard their ability to swim are not permitted in the deep end of the pool.
- C.** No gum, alcoholic beverages or glass containers are permitted in the pool area.
- D.** No pets are permitted in the pool or the pool area (except service animals). Pets are permitted in the pool or the pool area at the end of the season during the Doggie Swim Event.
- E.** All refuse must be placed in containers provided. Everyone shall keep the pool area and pool restrooms clean.
- F.** No running, pushing, ducking, rough play, water guns, or profane language is permitted in the pool or pool deck area. Standing or sitting on another person's shoulders is not permitted.
- G.** The use of flotation devices will be allowed in the pool at the discretion of the Lifeguard, depending on the usage of the pool at that time.
- H.** Smoking is not allowed in the pool area.
- I.** Spouting of water and similar unhygienic actions are not permitted in or around the pool area.

- J.** Electronic devices emitting sound such as iPods, DVD players, radios, CD players, stereos, and television sets are not permitted unless used with headphones and must not be audible to other pool users.
- K.** No one may reserve pool furniture. The lifeguard will make a lounge chair available to another resident or guest if the chair has been unoccupied for more than 30 minutes.
- L.** All persons in the Pool Area shall obey the instructions of the lifeguard.

**Section 6. Enforcement of Pool Rules:**

- A.** Authority regarding the operation of the pool and enforcing the Pool Rules shall rest with the Lifeguard and the Management Office.
- B.** The Managing Agent is responsible for ensuring that the pool staff, including the Lifeguard, is provided with and understands the Pool Rules and these Rules and Regulations and that failure to comply with these rules shall be considered sufficient cause for residents to be deprived of the use of the pool.
- C.** Residents are responsible for the actions of their children and guests. Parents are urged to advise their children to observe rules and to obey the instructions of the lifeguard.
- D.** Any person may be barred from the pool area for violation of the rules and regulations, or for any other reason, which, in the Lifeguard's judgment, constitutes a hazard to others.
- E.** Any Resident has the right to request that the Lifeguard on duty stop any disruptive behavior or play or any other violation of the Pool Rules. The Lifeguard shall carry out any such request that in his/her determination constitutes a violation of Pool Rules.
- F.** The cost of any property damage caused by a Resident or his/her Guest will be charged to sponsoring Unit of the Resident or Guest who is responsible for the damage.

## ARTICLE XIV

### NOISE

**Section 1. Quiet Enjoyment:** No resident shall make or permit any disturbing noises within the building or on the grounds which interferes with the rights or comfort of other residents.

**Section 2. Noise Control Ordinance:** Residents shall abide by the Noise Control Ordinance of Arlington County which provides: “It shall be unlawful for any person to operate, play or permit the operation or playing of any radio, television, phonograph, tape player, drum, musical instrument, sound amplifier or similar device in such a manner as to create a noise disturbance within any nearby dwelling unit.”

**Section 3. Alarm Systems:** No unit owner or resident shall install any alarm system which incorporates externally audible sirens, bells, or other signals.

**Section 4. Quiet Hours:** As successful living in a multi-unit dwelling with common walls, floors, and ceilings requires consideration and tolerance of the part of all residents, residents must exercise consideration so as not to disturb their neighbors. As many common appliances and devices (radios, televisions, stereos, exercise equipment, the whirlpool tubs, telephones, even vacuum cleaners and kitchen appliances) emit sounds and/or vibrations which can carry through walls, floors, and/or ceilings to adjoining units, special consideration should be exercised during the hours between 11:00 p.m. and 7:00 a.m., when most residents are sleeping or reasonably expect it to be quiet.

**Section 5. Resolution of Noise Issues:** As a practical matter, getting to know your neighbors may be the most effective way to deal with noise problems and Residents should address noise issues in the following manner:

- A. If a Resident is disturbed by sound emanating from another unit, a Resident’s first step should be to personally contact the occupants of that unit (knock on their door or, if the situation is one of a continuing nature or they are difficult to contact, slip a note under their door) and let them know (in a non-confrontational manner) when and how the Resident is being disturbed and how the problem might be resolved. All Residents are reminded that consideration and compromise should be the key!
- B. If attempts to discuss the matter directly with the offender are unsuccessful, a Resident may either call the police or file a written complaint with the Covenants and Violation Committee (forms are available in the Management Office). Calling the police will be the most effective course when immediate action is needed (e.g., a loud party, or a loudly barking dog at 2:00 in the morning); however, a complaint to the Covenants and violations Committee may be appropriate when the problem is of a continuing nature (e.g., a pet which repeatedly causes a disturbance) that does not require immediate resolution.

## **ARTICLE XV**

### **COMPLAINT PROCEDURES**

**Section 1. Complaints:** All complaints about violations of the Bylaws or these Rules and Regulations must be submitted in writing to the Covenants and Violations Committee in care of the Management Office. Forms are available in the Management Office.

**Section 2. Notice of Complaint:** Upon receipt of a written complaint, the Covenants and Violations Committee (or in the absence of such Committee, the Board of Directors) will notify the alleged offending unit owner and/or resident of the complaint and warn that if the violation is not remedied in a timely manner, a fine may be levied as provided in the Rules and Regulations as follows:

- A. The notice will be hand delivered to the Resident or mailed by registered or certified United States mail, return receipt requested, to such Resident and also to any non-resident Unit owner at the last address provided by the Unit Owner to the Management Office.
- B. The notice will inform the Unit owner and/or Resident that if he/she wishes to contest the complaint or present argument regarding appropriate penalty, he/she must do so at a hearing before the Covenants and Violations Committee, which hearing will be held no sooner than fourteen (14) days after delivery or mailing of the notice. The date of the appropriate meeting will be included in the notice. The alleged offending Unit Owner and/or Resident may be represented by counsel at that hearing.

**Section 3. Hearing:** The Resident(s) filing the complaint will also be given notice of the date of the Covenants and Violations Committee meeting at which the complaint will be heard. If the complaint has not been resolved after the issuance of the notice and warning described above, the Resident filing the complaint should attend that Committee meeting in order to request that further action be taken. The Covenants and Violations Committee may, at its discretion, summarily dismiss the complaint if the Resident filing it fails to appear. If either the party filing the complaint or the unit owner and/or resident against whom it is filed wishes to have the matter placed on the specified Covenants and Violations Committee agenda so that they may be heard, they must notify the Committee Chairman at least 72 hours prior to the scheduled time of the Committee meeting.

**Section 4. Determination:** After hearing the parties who appear regarding the complaint, the Covenants and Violations Committee will determine the appropriate action to take on the matter. Such action may include the imposition of penalties, including, but not limited to the imposition of fines as described below.

**Section 5. Appeals:** The appeal of any fine imposed by the Covenants and Violations Committee must be made in writing to the Board of Directors within thirty (30) days of receiving notice of the decision of the Covenants and Violations Committee and sufficiently and succinctly state the reasons and basis for the appeal. The Board of Directors may choose to decide the appeal without further argument by the respective parties or may, in its discretion, have the parties appear to present their respective positions.

**ARTICLE XVI**  
**FINES & VIOLATIONS**

**Section 1. Amounts:** Except as otherwise provided in these Rules and Regulations, violation of any provision of these rules and regulations by a unit owner or resident may result in the imposition of a fine of up to fifty dollars (\$50.00) for a single offense or up to ten dollars (\$10.00) per day for a continuing offense.

**Section 2. Responsibility of and for Tenants:** While all non-owner Residents are responsible for adhering to these regulations, unit owners remain ultimately accountable for the actions of their tenants. Any fines shall be assessed against the Unit and shall be collectible from the Unit owner and/or the Tenant.

**Section 3. Failure to Correct a Violation:** If a violation (other than a noise violation) is not corrected within thirty (30) days after the imposition of a fine, another fine will be assessed.

**Section 4. Enforcement:** Fines will be enforced as provided for in the Bylaws, Article X, Section I(g).



**ARTICLE XVII**  
**EXEMPTIONS/WAIVERS**

**Section 1. Generally:** For good cause, upon the recommendation of the Covenants and Violations Committee, the Board of Directors may, at its discretion, grant individual exemptions or waivers of any of these Rules and Regulations.

**Section 2. Application:** Application for an exemption or waiver must be made in writing to the Covenants and Violations Committee, setting forth the extent of the waiver or exemption sought and all circumstances purportedly justifying such action.

**Section 3. Decisions:** After consideration of the request, which will include an opportunity for the applicant to appear before the Committee, the Covenants and Violations Committee will rule upon the request for waiver or exemption. Any decision to grant a waiver must be approved by the Board of Directors.

**Section 4. Appeals:** Any appeal of any action by the Covenants and Violations Committee granting or denying a request for waiver or exemption must be made in writing to the Board of Directors within thirty (30) days of receiving notice of the decision of the Covenants and Violations Committee and sufficiently and succinctly state the reasons and basis for the appeal.

## **ARTICLE XVIII**

### **ADVERTISING POLICY**

**Section 1. Review Procedures:** The Williamsburg Administrative Office will review all advertisements prior to acceptance for publication for appropriateness for publication in a family-oriented newsletter. Advertisements may be discontinued at any time at the discretion of the editor. Any advance payment not used will be returned to the advertiser.

**Section 2. Types of advertising:** The Board of Directors may, from time-to-time, establish or change guidelines as appropriate for the types of advertising to be accepted, sizes of advertisements, and rates of payment. Payments for advertisements must be received in advance of publication at the rates established by the Board.

A. The Williamsburg Crier accepts two types of ads:

- (1) **Classified Ads:** \$00.00 for ~500 characters (minimum charge) and a picture for residents only. The newsletter staff and the Management Office reserve the right to edit or add in order to better suit the format of the newsletter.
- (2) **Display Ads:** \$25.00 for residents/\$50.00 for non-residents 500 characters and a picture/logo. As of 4/1/2010, the ads are 200 pixels in width.

Example of 500 characters:

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum. Lorem ipsum dolor sit amet, consectetur adipiscing.

B. Please make your check payable to Williamsburg Condominium.

- (1) **Payment must accompany all requests and advertisements must be submitted (15) days prior to a quarterly issue.**

**Section 3. Number of advertisements:** Each quarterly issue of the Williamsburg Crier Newsletter shall include no more than three ads maximum. Upon receipt of payment, each resident or non-resident may submit up to one ad per issue of the newsletter. Advertisements will be posted in the newsletter when payments are received at least (15) days prior to a quarterly issue, on a first come – first serve basis.

**Section 4. Disclaimer:** Every issue of the newsletter in which advertising appears will include the following disclaimer:

REGARDING ADVERTISEMENTS IN THIS NEWSLETTER: Neither the Williamsburg Administrative Office nor the Board of Directors of Williamsburg Condominium endorses the products or services advertised herein, ensures the correctness of the advertisements contained herein, nor are they responsible for any claims made by the advertisers herein.

**ARTICLE XIX**  
**PACKAGE ROOM POLICY**

**Section 1.** As a convenience to residents who are not present at the time of package deliveries, the Management Office or any of its agents will accept packages, including perishables and floral arrangements, provided the residents have completed the “Package Acceptance Form”. While reasonable care will be used in storing all packages in the Package Room, neither the Management Office nor any of its agents will ~~not~~ assume any liability for any packages.

**Section 2.** Packages will be held for fifteen (15) business days. If such packages are not picked up within this time period, the packages will be returned to the sender at the resident’s expense. Exceptions will be made for residents who notify the Management Office in writing that they will be out of town or otherwise unable to retrieve the packages for a period of time greater than the fifteen (15)-business day deadline.

**Section 3.** Any fragile or breakable packages that are ~~is~~ delivered and accepted by the Management Office or any of its agents will be stored in the Package Room, and reasonable care will be given; however, neither the Management Office nor any of its agents will be responsible for the packages in the event that damage occurs. While the Management Office or any of its agents may accept perishable packages, neither the Management Office nor any of its agents will assume any liability for the packages and no refrigerated facility will be provided. Furthermore, the Management Office or any of its agents will attempt to contact a resident, via text message or email address from the BuildingLink system, who has a perishable package delivered if the Management Office or any of its agents is able to determine that the package is perishable. Residents should make every effort to have perishables delivered during business hours, Monday through Friday, when the office is scheduled to be open.

**Section 4.** The Management Office or any of its agents will accept a large package, one measuring more than 6.5 cubic feet (for example: 3 feet by 1 ½ feet by 1 ½ feet) or weighing more than 100 pounds, or a combination of packages for one unit, collectively measuring more than 6.5 cubic feet (for example: 3 feet by 1 ½ feet by 1 ½ feet) or weighing more than 100 pounds. However, in order to maintain enough space in the Package Room to accommodate residents’ packages, large packages must be picked up within two (2) business days or a \$25 convenience fee will be assessed to the unit owner’s account. If the large packages remain longer, an additional \$5 fee will be assessed to the unit owner’s account for each additional day the large packages remain in the package room.

**Section 5.** The Management Office or any of its agents will not accept delivery of excessively large items, such as furniture or appliances, without the resident available to accept and provide the delivery service access to their condo unit. It is the responsibility of the resident to make arrangements for deliveries of this type by completing the Delivery/Contractor Agreement at least 48 hours in advance of any delivery.

**Section 6.** **The Association or any of its agents are not responsible for assisting residents with moving or transporting packages.**

**Section 7.** Residents may pick up packages in the Package Room using the key fob assigned to their condo unit. All packages must be initialed by the resident or person accepting the package on the package log

**Section 8.** The Management Office or the Managing Agent cannot accept Certified or Registered Mail.

**Section 9.** A “Package Log” will be used by the Management Office or any of its agents to record the receipt of packages by the courier, and the transfer of a package to the resident. The log sheet will identify the address and date and time received. Packages delivered on the weekends or holidays will be logged in on the following business day.

**Section 10.** The Management Office or any of its agents will perform a daily audit of the “Package log” and will use their best efforts to maintain an accurate inventory of the packages. In the event the office is closed due to inclement weather or any other reason, neither the Management Office nor any of its agents will be responsible for any packages delivered to the building.