

**WINDSOR PLAZA CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 10  
USE OF UNITS AND COMMON ELEMENTS**

relating to permitted and prohibited uses of unit and common elements

GIVEN THAT Article 3, Section 3.1 of the Bylaws provides in applicable part that, "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act, or the Condominium instruments required to be exercised and done by the Association"; and

GIVEN THAT the same Article also provides that the Board of Directors shall have the power from time to time to "adopt any Rules and Regulations," provided that such rules and regulations are not in conflict with the Condominium Act or the Condominium instruments; and

GIVEN THAT the Board deems it necessary and in the interests of the membership to establish policy regarding the use of units and Common Elements;

NOW, THEREFORE, the Board resolves that the following policy regarding use of units and the Common Elements be, and hereby is, adopted.

**I. USE OF UNITS AND LIMITED COMMON ELEMENTS**

**A. Restrictions on Use**

1. Sufficient carpeting and padding shall be maintained on a minimum of eighty percent of all floor surfaces (excluding kitchens, closets, foyers and bathrooms) in Units located over other Units, in order to adequately reduce transmission of sound between Units. (See Resolution No. 9 for additional Rules on sound transmission.)

2. The use of charcoal or gas burners on balconies is a violation of the Fire Prevention Code and will not be permitted. Charcoal or gas burners may be used on ground level patios as long as they are no closer than 10 feet to the building.

**B. Storage**

1. Nothing may be stored in mechanical closets. These mechanical closets contain equipment which requires the circulation of air. Using these areas for storage creates a fire hazard that endangers the lives and property of all residents in the building.

2. Nothing that constitutes a fire or environmental hazard (paint, gasoline, or other flammable or hazardous materials) may be stored either in the units or Common Elements.

3. However, appropriate outdoor furniture is permitted. Owners and occupants are responsible for keeping such areas clean and free from debris. (See Policy Resolution No. 5 for additional Rules & Regulations.)

**C. Smoke Detectors**

Arlington County law requires that all units be equipped with operable smoke detectors. Owners are responsible for repairing or replacing broken or defective smoke detectors.

**D. Window Coverings**

Draperies, curtains or venetian blinds have been installed by the Developer on all windows of the unit and must stay in place at all times so that the exterior color will appear white, beige, or off-white. These window coverings must not be removed and must convey with the unit in case of future sale.

Such window coverings shall be maintained in a condition of sound repair and property installation. Torn shades, broken blinds, sheets, blankets, and the like detract from the overall appearance and value of the property and constitute a violation.

## **E. Water Leaks**

It is the owner's responsibility to properly maintain plumbing and fixtures within the unit to prevent overflows and leaks which might damage other units or the Common Elements. Such proper maintenance includes by the way of example but not limitation replacing washer; replacing or repairing leaking pipes, toilets, sinks or dishwashers; and maintaining proper caulking and grouting around sinks and tubs.

The toilets and other water and sewer apparatus shall be used only for the purposes for which they were designed, and no sweepings, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be born by the Unit Owner causing such damage.

If other units or the Common Elements are damaged by water leaks from a unit and the source unit can be identified, the owner of that unit will be held responsible for the costs of any repairs. Unit Owner are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

## **F. Rental of Units**

Unit Owner may lease their unit to others. The only restrictions are that:

1. The lease must be written and must specifically require lessee to comply with the condominium instruments and rules and regulations and policies of the Association.
2. The lease must provide that failure to comply with the condominium instruments and Rules and Regulations constitutes a default under the lease.
3. The lease must provide that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder

after forty-five days prior written notice to the Unit Owner, in the event of a default by the tenant in the performance of the lease.

4. The lease must be for an initial term of at least twelve (12) months.
5. A copy of the executed lease must be provided to the Association.
6. The Unit Owner must provide the Association with their mailing address and day and evening telephone numbers.
7. The lease should give the Association the right to garnish rent if the condominium fees are more than 30 days delinquent.

Owners leasing their units should note that the Association will hold the Unit Owner responsible for any violations by the tenant or any damage to other units or the Common Elements arising from the tenant's actions or inactions. Whether or not the lease makes the tenants responsible for payment of condominium fees, the Unit Owner is responsible for such payments.

#### **G. Moving**

Move-ins and move-outs are restricted to hours between 9:00 a.m. and 5:00 p.m., Monday through Saturday, excluding holidays. Each Unit Owner is responsible for the proper removal of trash, debris, crating or boxes relating to that Unit Owner's move-in or move-out.

#### **H. General**

1. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

2. Additional washers, dryers, and other major appliances may not be installed without prior written approval of the Covenants Committee.. Replacement of existing major appliances or plumbing fixtures with other than comparable equipment is permitted only with the prior written approval of the Covenants Committee.

3. Solicitors are not permitted. If any Unit Owner is contacted by a solicitor on the Property, the site manager should be notified immediately. The owner/resident may write a letter of complaint to the management company providing the solicitor's name and address.

## **II. USE OF GENERAL COMMON ELEMENTS**

### **A. Proper Attire**

All persons shall be properly attired when appearing in any common area of the Property.

### **B. Plantings**

The plantings of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors. Further, no hanging plants or planters are permitted on a patio or balcony.

## **III. ASSOCIATION OPERATIONS**

A. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the location designated by the Managing Agent, by check or money order, payable to the Condominium. Cash will not be accepted.

B. Complaints regarding the management of the Condominium or regarding actions of other Unit Owner shall be made in writing to the Managing Agent or the Board of Directors.

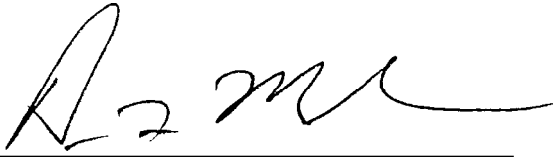
C. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

D. The Board of Directors, the Unit Owners Association, any Unit Owner and the Declarant shall not be considered a bailee of any personal property stored on the Common Elements (including property located in vehicles parked on the Common Elements). Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the owner thereof assumes the sole risk therefor and such damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Deliveries requiring entrance to a Unit Owner's unit will not be accepted.

**WINDSOR PLAZA CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 10, was adopted at a (regular) ~~(special)~~ meeting of the Board held on DECEMBER 13, 1994, with the directors voting as indicated below:

<u>BURTON</u>	<u>✓</u>	Yes	<u>        </u>	No
<u>DIGGES</u>	<u>✓</u>	Yes	<u>        </u>	No
<u>MOREHOUSE</u>	<u>✓</u>	Yes	<u>        </u>	No

ATTEST: 

President 2-21-95

 2-21-95

Secretary Date

Effective date of resolution: 12 - 13 - 94  
Expiration date: \_\_\_\_\_

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