

COLECROFT STATION CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 9

(Dated March 16, 1990)

RELATING TO GENERAL RULES OF CONDUCT AND
USE OF UNITS AND COMMON ELEMENTS

WHEREAS, Article 3, Section 3.1 of the Bylaws states that “The Board of Director shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners 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

WHEREAS, Article 5, Section 5.8 of the Bylaws establishes certain prohibited and limited uses for the Units and Common Elements;

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

I. USE OF UNITS

- A. Unit Owners must exercise due consideration at all hours in the operation of radios, televisions, musical instruments, or any other items to ensure that the sound will not disturb others.
- B. Nothing shall be stored in the Units or Limited Common Elements appurtenant to the Units that would increase the insurance rate for the Condominium.
- C. Drying or airing of clothes or other items is not permitted on balconies or from windows within common areas of any building, or in any fashion visible from the outside.
- D. Bird feeding from the balconies or any other external part of the building is prohibited.
- E. Use or storage of barbecue grills or other outdoor cooking equipment on balconies and patios is prohibited.
- F. Draperies, curtains, or Venetian blinds must be installed at all windows within the Unit within sixty (60) days following occupancy and drapery linings or window treatments visible from the exterior of the Unit must be white, off-white or beige in color, except that the Board of Directors or Covenants Committee, as appropriate, may approve an alternative color

for window coverings. Temporary window coverings may be used for privacy for a period of up to sixty (60) days following occupancy.

- G. Trash may only be placed in the trash chutes, trash rooms or other designated areas of the Common Elements as specified by the Board from time to time in accordance with the needs of the current refuse contractor. No trash may be stored on balconies.

II. OCCUPANCY

All Unit Owners are obligated to provide the Association with the following information on forms which will be distributed by the Association.

- A. The name, address and home and business telephone number of each occupant and similar data on persons to be notified in emergencies.
- B. The current license number and general description of each vehicle which will be kept on the Common Elements.
- C. The name and description of any pet(s) to be maintained within the Unit.

III. SOLICITATIONS

All door-to-door solicitation is prohibited. Placing of materials under or on Unit doors is strictly prohibited unless express written permission is granted by the Board. Violations should be reported at once to the Association.

IV. TRANSFERS AND LEASES

Unit Owners may transfer or lease their Units subject to the following requirements:

- A. All leases must be for a minimum period of six (6) months. Any sale or lease of any Unit must conform fully to applicable Virginia or local laws and ordinances.
- B. All leases shall provide that the right of the lessee to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration, Bylaws and the Rules and Regulations. All leases shall further provide that a failure to comply with the Condominium Instruments shall be considered a default under the lease and that in such event the Board of Directors shall have the power to terminate the lease or bring summary eviction proceedings against the tenant in the name of the Unit Owner after forty-five (45) days prior written notice to the Unit Owner.

- C. A Unit Owner who leases his Unit shall, promptly following the execution of any such lease, forward a conformed copy thereto to the Association at least ten (10) days prior to occupancy by the Lessee. The Association must be notified of any continuation, extension, renewal or termination of the lease at least fifteen (15) days prior thereto.