

CHANTILLY PARK CONDOMINIUM ASSOCIATION

Rules and Regulations

October 28,2021

WHEREAS, Article III, Section 2 of the Bylaws provides the Board of Directors with all the powers and duties necessary for the administration of the affairs of the Association, including, but not limited to, the adoption and amendment of Rules and Regulations governing the use of the Units and Common Elements; and

WHEREAS, the Virginia Condominium Act and Article IX, Section 1 of the Association's Bylaws empowers the Board of Directors to enforce the Association's Governing Documents; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a formal policy outlining rules and regulations governing the use of the Units and Common Elements.

NOW THEREFORE, the Board adopts the following policy.

ACCESS/ SECURITY PASSES

Replacement of Access cards and tags are the responsibility of the unit owner. Lost cards and garage passes shall be reported to management immediately for deactivation. There will be a fee for each replacement card or tag and for each garage access device. All access devices are to be returned to management at the completion of every move out. All tenant devices will be deactivated at the completion of move out and remain inactive until all move in requirements have been met by the next occupant. All unit owners having tenants will have access to the residential building through the Main Entrance Only. Garage passes will be issued one per parking space and will be activated only after the physical move is complete and all required information is on file. No garage access will be granted for any vacant unit.

KEYS

Unit Owners shall provide keys to all entry and mechanical room doors to their unit(s) to the On-Site Condominium Manager to be securely maintained in the management office. Immediate access is required when an emergency (normally water leak or fire) occurs. These types of emergencies cannot be stopped without having access to all units involved. Having keys locked in the management office will prevent emergency personnel from breaking locks and forcefully entering the units involved.

BALCONIES

1. Each resident is required to maintain his/her balcony in a neat and orderly condition. Balcony floors and balcony railings are Limited Common Elements. Residents shall not

paint, stain, replace or otherwise alter Common Elements or Limited Common Elements.

2. Nothing may be hung on balconies or balcony railings.
3. Potted plants, in appropriate containers to prevent spilling of water or planting material, are permitted on balconies. Only furniture which is designed for outdoor use shall be allowed on balconies. Metal folding chairs and camp chairs are not permitted. The Board of Directors reserves the right to regulate or prohibit the amount and type of planting, furniture or any item placed on a balcony. Dead plant material must be removed.
4. The use of balconies as a holding area for pets is prohibited. Pets and pet carriers shall not be kept on a balcony.
5. No unit owner or occupant shall permit anything to fall or be dropped/thrown or swept from a window or balcony of the Condominium property.
6. Gas, pellet and charcoal grills, smokers or similar heat producing items are prohibited on balconies. Electric grill/smokers will be allowed in accordance with the Fairfax County Fire Code.
7. Balconies are not to be used as storage area.
8. For units that have brick walls surrounding their patio, nothing may be placed on top of the brick walls. Soil between concrete and brick must be kept free of weeds or any plant growth.
9. No decorative lights may be used/displayed on any exterior element. For additional restrictions on decorative lights see the section on Exterior Decorations.
10. Bicycles shall not be stored on balconies.
11. No floor covering of any kind, including outdoor carpet, may be kept on any balcony or patio.
12. No wind chimes, hanging plants or any type of hanging decoration may be attached to or hung from any component of the building.
13. Mechanical rooms on balconies shall not be used for storage of any kind. The floor space and walls shall be kept clear of all items or debris.
14. Feeding of animals, domestic or wild, is prohibited on balconies and patios.

BICYCLES

1. Bicycles must be kept inside units or on bike racks when provided.
2. Bicycles must be carried to units, not ridden.
3. Bicycles shall not be stored on balconies.
4. Bicycles are not to be stored/parked in vehicle parking spaces.

CLUBHOUSE

1. The clubhouse is for the exclusive use of Residents. Non-Resident Owners with tenants forfeit all rights to use the recreational facilities.
2. Reservations for the clubhouse must be made through the management office.
3. Reservations will be accepted in the order in which they are received. Reservations will not be held until the completed application, deposit and rental fee are received. Deposits will be forfeited for any infraction of these rules.
4. There is an hourly fee for the use of the clubhouse and a security deposit. The fees are stated on the Facility Use Agreement and is subject to change at the discretion of the Board of Directors.
5. In accordance with the Fairfax County Non-Residential Use Permit, no more than 30 people may be in the Community room at one time.
6. Smoking is prohibited in this facility.
7. Alcohol is prohibited in this facility.
8. All trash and debris must be disposed of in the proper containers and removed from the building at the conclusion of clubhouse rentals.
9. Those who use the facility must do so with care and respect to preserve its appearance and functionality.
10. The clubhouse staff shall be treated respectfully.
11. All kitchen equipment shall be operated with care.
12. All equipment shall be turned off after use.

13. Counter surfaces and sinks shall be left clean after use. Do not use abrasives on these surfaces.
14. The refrigerator is provided for event food storage, and such food shall be removed at the conclusion of the event by the renter of the facility.
15. All windows and doors shall remain closed and locked at all times.
16. Furniture shall remain in the room and in the location where it has been placed. If you request furniture to be moved, only association staff will move furniture. There will be a fee for moving furniture.
17. Clubhouse furnishings and equipment are not to leave the clubhouse at any time.
18. All maintenance or repair needs must be reported to the management office immediately.
19. Open flames are strictly prohibited in the clubhouse.
20. During pool hours, the clubhouse is open to all residents for access to the pool.
21. Pool is not included in clubhouse rental.
22. Any infraction of the clubhouse use rules will result in forfeiture of deposit and possible suspension of the renter's right to reserve the clubhouse for one year.

COMMON ELEMENTS

Common Elements are fully defined in the Bylaws of Chantilly Park Condominium Association, which every owner receives at the time of purchase. It should be carefully read and understood. The management, maintenance, repair and improvement of all Common Elements are the responsibility of the Condominium Association. All repairs performed within the Unit are at the Unit Owner's expense, except where specifically set out in the Association's Declaration or by the Board of Directors to be an Association expense. All work is to be performed by licensed, insured contractors. Documentation must be submitted to management prior to commencement of work.

Common Elements are for the use and enjoyment of all residents of Chantilly Park Condominium with the following restrictions:

1. Smoking and use of alcohol are prohibited in any and all Common Elements in the building, including but not limited to, the parking garage, hallways, entrances, elevators, stairwells, storage units, Clubhouse, pool area and fitness room.

2. Residents shall not tamper with fire detection/prevention/suppression systems, emergency lighting or other safety equipment in Common Elements or in individual units. Residents who tamper with such equipment will be held responsible for all costs associated with the repair and restoration of the Condominium's fire detection/prevention/suppression/emergency lighting and/or other safety equipment in Common Elements or individual units. Additionally, the unit owner will be reported to Fairfax County authorities may be fined by the Fairfax County Fire Department.
3. Residents shall not shake rugs, mops, brooms, dust cloths or other items on balconies, hallways, in garage or other Common Elements in the buildings.
4. Residents and pets are not allowed to play in the Common Elements within the buildings (i.e. hallways, elevators, garage).
5. No skateboarding, roller skating, scootering, rollerblading, bicycling, use of remote-control toys, etc., is permitted at any time in the building, hallways or parking garage.
6. Nothing shall be placed in the hallways including, but not limited to, footwear, umbrellas, trash/trash receptacles, strollers, wheelchairs, shopping carts and doormats.
7. Decoration and alteration of Common Elements or Limited Common Elements is prohibited. The exterior of unit entrance doors, door frames and thresholds are Limited Common Elements.
8. Residents are limited to one (1) appropriate decoration on unit entry door.
9. Posting notices or flyers in the Common Elements, distributing notices or flyers door-to-door or affixing them to the door, sliding them under the door, or leaving them on the floor/ground in front of doors is prohibited and the flyers will be removed. None of the previous restrictions shall apply to Chantilly Park Condominium Association staff.

LIMITED COMMON ELEMENTS

A limited common element is a portion of the common elements allocated by the Declaration, or bylaw, for the exclusive use of one or more, but fewer than all of the units. Major repairs or replacements of limited common elements are the responsibility of the Unit Owner and paid for by the Unit Owner. All such repairs or replacements shall be preapproved by the Board of Directors.

Failure to obtain preapproval may result in charges to the Unit Owner and reversal of the repairs or replacement made at the expense of the Unit Owner. Limited common elements include, but are not limited to, unit entry doors, balcony and patio doors, balconies and patios.

COMPLAINTS

All complaints, regardless of the nature of the complaint, shall be made in writing, addressed to the board of directors through management office, and must include the name and unit number of the resident submitting the complaint. The resident making the complaint or their representative may be required to appear at a Board hearing to testify in reference to the complaint.

See complaint policy.

CONSTRUCTION, ALTERATIONS AND REMODELING WITHIN A UNIT

1. Any unit alterations or drilling that breaks a wall, ceiling, floor or involves plumbing or wiring must be done by a licensed contractor. The unit owner must provide the Board of Directors proof of the contractor's license and certificate of insurance, naming Chantilly Park Condominium Association as additional insured, prior to the start of construction.
2. Unit owners shall instruct all outside contractors to consult with the management before beginning any plumbing or electrical work. All such outside contractors must be licensed and insured and have obtained all Fairfax County permits if any are required.
3. Unit owners are responsible for the actions of their contractors. Parking and delivery of materials will comply with all rules. Any and all damage caused by contractor or delivery person will be charged to the unit owner accepting the delivery or having work performed.
4. The Board of Directors requires the unit owner to submit a deposit before commencement of any in unit construction. Deposit amount will be determined by in proportion size and scope of work to be done. This deposit will be applied toward any damage incurred as a result of the construction (to include cleaning, landscape repair as needed). If no damage is found upon post construction inspection, the entire deposit shall be returned to the unit owner. The owner will be responsible for any and all damage incurred in excess of the deposit.
5. If necessary, cost for professional consultation regarding in unit construction or alterations incurred by the Association will be the responsibility of the unit owner.
6. No contractor will be granted access to the garage to park or perform any portion of unit work.
7. If new hard surface flooring is installed, sufficient (TBD) soundproofing materials must

be installed below such flooring so as to maintain soundproofing specifications of the original flooring. Flooring plans must be submitted to management and approved by the Board of Directors before installation.

8. If new carpet is installed, a minimum of ½" underlayment/padding must be installed.
9. All hard surface flooring on floors two through 4 will cover 80% of floor surface with area rugs.
10. The door to the unit must be kept closed during construction. Any projects causing excess dust or fumes (drywall, sanding of any kind, demolition) will require the unit entrance be sealed with plastic tarps to minimize the effect of dust and odor on other residents.
11. Unit owners or their contractors are responsible for the removal of all construction debris immediately after construction is completed. At no time should any construction material, carpeting, flooring, fixtures be placed in the Association dumpsters or common area.
12. Any renovation or construction must be conducted between the hours of 9:00 A.M. and 4:00 P.M. on Mondays through Fridays, and between 10:00 A.M. and 4:00 P.M. on Saturdays and Sundays.
13. No construction material will be left in the hallway, on grounds or any common element at any time. Any such material will be removed and disposed of properly.
14. Preparation for in unit projects must be done inside the unit. All work must be performed inside the unit.

INSURANCE

Each Unit Owner is strongly encouraged to obtain and maintain an HO6 Condominium Insurance policy for their unit(s) with the deductible equal to or greater than the deductible of Condominium Association's insurance policy. The Unit Owner shall provide a copy of a certificate of insurance evidencing coverage to management upon request. The Condominium Association shall publish the Association insurance deductible annually to the Unit Owners.

DELIVERIES

1. All large deliveries must be scheduled with management
2. A large delivery is defined by the method of delivery rather than the size of the item.
3. Floors 2 through 4 must have elevator pads hung.

4. Any furniture, appliances, carpet, flooring, etc. are large deliveries.
5. No item will be unpacked or assembled in hallway or garage.

EXTERIOR DECORATIONS, LIGHTS, FIXTURES AND SIGNS

1. No signs or advertisements of any kind may be displayed in the window or on the door of a unit or in any Common Element, except as otherwise protected by law.
2. No exterior lights are allowed.
3. One holiday/seasonal decoration per unit entrance door may be displayed. Drilling of holes and/or use of screws or nails to attach decorations is prohibited.
4. No marks of any kind, permanent or temporary, may be made on doors or frames.
5. Satellite dishes must be installed to stand on the balcony/patio on its own stand and shall not be attached to the Common Element (balcony railing, siding, columns, landscaping, etc.). One satellite dish per unit may be installed. Board approval is required for all dish installations.
6. Satellite dishes must be removed immediately upon deactivation.

FITNESS CENTER

1. The fitness center is for the exclusive use of residents of Chantilly Park Condominium Association.
2. Improper use of the equipment may cause injury to the user and/or damage to the equipment. Any damage to the equipment must be reported to the management office immediately.
3. Users are responsible for their personal belongings.
4. Equipment must be cleaned after use. Cleaner and paper towels will be provided.
5. Users must be at least twelve (12) years of age.
6. Dispose of all trash in the proper containers.
7. No food or drink, with the exception of water, shall be in the fitness room.
8. All windows and the exterior door of the fitness room are to remain closed and locked at

all times.

9. Users are not permitted to adjust the HVAC (heating, ventilation and air conditioning) thermostat. Certain temperatures have been preset for the building comfort and equipment requirements.
10. No radios without earphones are allowed in the fitness area.
11. No pets are permitted in the fitness area (with the exception of a service dog).
12. Smoking and alcohol use is prohibited.
13. Only athletic footwear is permitted.
14. Any damage to equipment due to abuse or misuse will be charged to the unit owner whose fob was used to enter the facility.

MINIMUM HEAT

A minimum temperature of 60 degrees Fahrenheit must be maintained in every unit at all times. Any unit owner or renter who willfully or negligently fails to maintain such minimum temperature and thereby causes damage to Common Element or any unit, shall be liable for any loss or damage resulting from water or other liquid that leaks or flows from plumbing, air conditioning or other equipment caused.

Utilities (gas and electricity) must be kept active in every unit. If the association intervenes to have utilities activated, there will be a fee of \$250.

MAXIMUM HEAT

A maximum temperature of 80 degrees Fahrenheit must be maintained in every unit.

MOVING & DELIVERIES

1. Move-in or move-out is defined as any move of furniture and personal belongings that requires a hand truck or more than one person to move, or the moving of other items into or out of the building associated with the beginning or end of the occupancy of a unit.
2. Unless management otherwise approves in advance, in writing, all moves in or moves out must be scheduled at least 10 days in advance in writing with management and take place between the hours of 9:00 am to 4:00 pm Monday – Thursday or 9:00am to 2:00pm Friday as scheduled by. Only one elevator shall be used for moves and deliveries. The managing agent shall have

the authority to prohibit any moves that have not been properly authorized and/or charge the unit owner up to \$550.

3. To complete the move reservation request, the resident must provide: his/her full name, address, home and work phone numbers, name of the moving company, contact information for the moving company representative, including phone number, as well as payment of the non-refundable service fee of \$250 and the security deposit of \$500, which will be required on each move into or out of the building that exceeds 15 minutes.
4. Deposits must be made by check issued by the owner.
5. Service fee and any associated cost of repairs will be attached to the unit owner's association account.
6. Prior to the move, the resident, the manager and/or the Board's designated representative, if any, will inspect the moving route and report any damage observed during the inspection.
7. On the day of the move reservation, the resident shall exercise all appropriate care to ensure that the Association's property is not damaged. Prior to moving any items into the building, the resident must confirm that the elevator pads are installed in the reserved elevator. After the resident completes his/her reserved use, the resident is responsible for notifying management so the elevator can be placed back in standard service and the elevator pads are removed.
8. All mattresses, box springs and upholstered furniture must be wrapped and sealed in plastic wrap before entering common area.
9. No moving will take place through garage or side doors.
10. All other furniture must be protected by moving blankets.
11. Each unit will be inspected by management or a board representative prior to each move in and following each move out.
12. Refer to Policy Resolution 10-02.

NOISE

1. Because a nuisance is largely subjective, the Association is not obligated to become involved in disputes unless the "nuisance" causes substantial interference rather than a mere inconvenience. Guidelines for determining a "substantial interference" are as follows:
2. If the nuisance is such that it disturbs more than one unit, the Association may take appropriate action to abate the nuisance if the affected residents request the Association's involvement in writing. The writing to be submitted must be specific enough to enable the

Board to understand and be convinced of the existence of a nuisance.

3. Quiet time begins at 11:00 PM and ends at 8:00 AM. Use of appliances, vacuum cleaners, power tools, etc. is prohibited during these hours.

HOME BUSINESS

Please see Policy Resolution #2007-2 for details concerning working or transacting business within a unit.

PARKING & VEHICLES

1. There is no designated guest parking area. Garage access devices will not be granted to non-residents including non-resident owners.
2. No vehicle shall be parked so as to block access to any roadway, drive path or parking area.
3. All residents' vehicles must be registered with Management upon occupancy or within seven (7) days of obtaining a vehicle.
4. All vehicles shall be parked in designated and paved parking areas only. At no time shall any part of any vehicle be parked or driven on the grass, or any Common Element that is not paved and/or designated as an approved parking area.
5. There shall be no parking in Fire Lanes, Loading Spaces, or Dumpster Areas.
6. Because of carbon monoxide and soot, engines may not be left idling any longer than 3 minutes(Fairfax County Ordinance)
7. Vehicles on property must not be modified to produce more noise than their standard parts allow.
8. No washing or repairing of vehicles shall take place within any Common Element.
9. Vehicles leaking oil, gasoline, or other fluids, will be towed at the owner's expense without notice from parking garage and outdoor parking lot.
10. Owners of electric cars or other similar vehicles are prohibited from recharging their vehicles using association power sources.
11. All motorcycles must be properly muffled to keep engine and exhaust noise at a minimum.
12. Engines may not be raced, gunned, or revved in a manner that would disturb the quiet enjoyment of residents.
13. Only one vehicle is allowed in a parking space.
14. Vehicles must be parked within the space and will not cover the space number painted on the floor.
15. Vehicles displaying only one license plate must be parked with the plate easily visible from the drive path.
16. Bicycles may not be kept in a parking space.
17. Trailers, recreational vehicles, and boats are prohibited in the parking garage or parking lot.
18. Vehicles that extend beyond the painted markings of a parking space are

prohibited in the parking garage.

19. Vehicles are prohibited from blocking entrances, exits, fire lanes, occupying a handicap parking space without a handicap placard or tag, occupying clearly marked restricted areas, or occupying another resident's parking space.
20. Vehicles must display current license registration and state inspection stickers.
21. Parking spaces are for motor vehicles only and may not be used for storage.
22. Vehicles must be parked in the parking space(s) displayed on the parking tag.
23. Vehicles in violation of any of these parking regulations will be towed at the owner's expense.

PETS

1. Residents may house no more than two domestic pets, a fish, small birds, or caged animals all of which must be of the kind normally maintained in households.
2. No pet shall be maintained for breeding or other commercial purposes.
3. All pets not confined to a unit (including foster animals) must be registered with management within 10 days of moving into a unit or acquiring new pets. Any pets not registered within 10 days may be permanently removed from the unit following written notice from the Board of Directors. The decision of the Board of Directors shall be final.
4. All pets must be carried, kept on a short leash, or in a carrier when on the Common Elements of the building or the grounds.
5. Pets are prohibited in the garage, fitness center, pool and pool deck, as well as any other location on the premises designated by the Board of Directors from time to time, except service animals which will be permitted everywhere except in the pool.
6. Pet waste must be picked up immediately and disposed of in the proper containers per county ordinance.
7. Any accidental pet waste in the building must be immediately cleaned up. The cost of any additional cleaning or deodorizing needed due to pet waste will be charged to the pet owner.
8. Pet owners are fully and solely responsible for any property damage or personal injury caused by their pets.
9. Pets that cause injury to any person or other animal on Association property; continuously disturb residents; or cause damage to property may be permanently removed from the property by direction of the Board of Directors.
10. If a pet owner or his agent repeatedly violate these rules, then the pet may be permanently removed from Association property.
11. The Association reserves the right to have any pet permanently removed from the property if the pet is found to be a safety hazard, destructive, or disruptive.
12. All owners that are required to obtain a license for their pet must maintain a current license.
13. Pets are not allowed on the balcony or patio of a unit unless the owner is present.
14. All vaccinations for pets must be kept up to date in compliance with the relevant Fairfax County and Commonwealth of Virginia laws and regulations.

POOL

1. The pool is for the exclusive use of the residents of Chantilly Park Condominium Association.
2. Each unit is limited to two guests at any time
3. The pool is open from Memorial Day through Labor Day. Specific dates will be published annually.
4. All persons using the swimming pool do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with pool use, or for any loss or damage to personal property.
5. During inclement weather, the Pool Operator on duty may close the pool. The pool facility will close in case of any equipment or facility emergency. The pool will close for a minimum of 45 minutes from the time a lifeguard hears thunder or sees lightning.
6. All persons must take a cleansing shower before entering the pool per county health ordinance.
7. Entrance to the pool will only be permitted through the clubhouse shower room. Entrance and exit through the exterior gate is prohibited except in emergency situations.
8. All persons must dry off before entering the clubhouse.
9. Shirts and shoes are required in the clubhouse.
10. Sitting on clubhouse furniture in wet swimwear is prohibited.
11. All persons shall obey the instructions of the lifeguards.
12. No person is permitted in the swimming pool area and/or pool facility unless it is officially open and the lifeguard is on duty.
13. No Association employees may use the pool unless they are residents or guests of a resident.
14. People who are not trained to use the restroom or are incontinent must wear swim diapers to enter the pool.
15. Guests must be accompanied by their host resident at all times.
16. Persons having colds, coughs, inflamed eyes, infections, open sores or wearing bandages may not use the pool.
17. Proper swim attire is required for swimming in the pool. Street clothes, cut off denim shorts, thongs, see-through bathing suits are prohibited. Street clothes and footwear are not permitted in the pool. Absolutely no nudity or indecent exposure will be permitted.
18. No alcoholic beverage is permitted in the pool area.
19. No smoking, vaping, use of tobacco products in pool area.
20. Any food consumed at the pool area must be confined to the designated eating area. All food related trash must be disposed of in the designated trash receptacle in that area. Hands should be clean before leaving the eating area.
21. No glass containers are permitted in the pool area.
22. No equipment such as playpens and wheeled vehicles (except wheelchairs and strollers) are permitted in the pool area.
23. No pets are permitted in the pool area with the exception of a service dog.
24. All trash must be placed in proper containers and all pool and shower areas are to

- remain clean.
25. No running, pushing, dunking, rough playing or profane language is permitted in any of the recreational facilities.
 26. Diving is prohibited.
 27. No radios, televisions or tape recorders without earphones are permitted in the pool area.
 28. Only US Coast Guard approved floatation devices will be allowed in the pool area.

RECREATIONAL VEHICLES

1. The riding of any motor or pedal powered vehicle on the Common Elements is prohibited, except for handicap vehicles.
2. Recreational vehicles such as boats, trailers, jet skis, campers are not permitted in the garage or on the Common Elements.

RENTAL & LEASES

1. Prior to a tenant move in, Unit owner must provide the management office with: Copy of the signed lease Association Leasing Addendum, listing all authorized occupants. Utility revert to owner executed agreements for electric and gas.
2. Upon rental of a unit, the owner relinquishes all rights to the use of facilities to the tenant. The unit owner retains the right to attend and speak at meetings of the Board of Directors and Unit Owner meetings.
3. Moves must be scheduled with management 10 days in advance.
4. Leases will be for a minimum of one year.
5. Units will be treated for pests and professionally cleaned between each occupant by the association at the expense of the owner (attached to unit account).
6. Each unit will be inspected by management or a board representative prior to each move in and following each move out.
7. All required information will be on file before a move will be scheduled.
8. No innkeeping. (Air B&B, VRBO, etc.).
9. All rentals are subject to Policy Resolution 14-01, which caps the number of rentals at any one time at 40% of units.

TRASH & CHUTE ROOMS

1. All trash must be placed in plastic trash bags, securely sealed or fastened, and placed down the chutes.
2. Loose trash shall not be placed down the chute; all trash must be bagged.
3. No trash or recycling is to be left in the trash chute room.
4. Do not place cardboard boxes or large items in the trash chutes—they will jam the chutes. Such items must be taken to the recycling area on the first floor of the parking garage. All boxes must be flattened and placed in a recycling container.
5. Furniture, household goods, large appliances, construction debris, or other large items may not be disposed of in the trash chutes, trash rooms, or garage dumpster. To dispose of such items, please contact the management office to arrange for a special pickup.
6. Construction debris must be removed from the property by the owner or his/her representative.
7. Pet litter must be double bagged to prevent contamination and odors.
8. Recycling is required by law. Recyclable waste is to be placed in the recycling areas on the first floor of the garage.
9. The Association provides a weekly bulk item pick up. Furniture, lamps, etc. may be left in the recycling area on the first floor of the garage on the 3850 side only.
10. Appliances will not be disposed of on site. Owners are solely responsible for the removal of appliances. Anyone in violation will be assessed the cost of removal.

WINDOW COVERINGS.

1. Damaged window coverings must be replaced with two inch (2") white louvered blinds in order to retain the architectural integrity of the building.
2. No alternative window coverings will be allowed.
3. Loft windows may be covered with two inch (2") white louvers or white curtains.
4. Window tint must be approved by the board of directors by architectural change request form.

ENFORCEMENT/DUE PROCESS PROCEDURES

The Board of Directors adopts the below enforcement procedures to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement of the Association's rules will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all violations and their consequent sanctions.

1. INITIAL CITATION

On behalf of the Association, the Board of Directors may issue a citation to any Unit Owner whose behavior or use of property, or that of his family, tenants, guests, invitees, etc., does not conform to the Association's Declaration, Bylaws and Rules and Regulations (collectively "the Governing Documents").

- a) The Board shall send a first notice of citation in writing and deliver it personally or by regular first class mail, to the Unit Owner at his/her address listed in the Association's records.
- b) The first notice of citation shall generally advise the Unit Owner of the nature of the offense, cite the specific provision within the Association's regulations which has allegedly been violated, specify the remedy required, and state the number of days within which the Unit Owner must complete corrective action.

2. HEARING NOTICE

If the Unit Owner does not remedy the offense within the number of days requested in the notice of citation, the Board of Directors reserves the power to issue a second notice of citation, which shall follow the basic form of the first notice of citation and include any additional information deemed important by the Board of Directors concerning the offense. The second citation shall:

- a) Advise the Unit Owner of the Board's power to impose monetary charges, suspend voting rights, and to suspend privileges for violations of the Association's Governing Documents;
- b) Inform the Unit Owner of his/her right to request a hearing before the Board of Directors to contest the citation. The notice of citation shall request the Unit Owner to confirm in writing by a certain date his/her desire for a hearing to contest the citation; and

- c) Be delivered by hand or by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at his/her address listed in the Association's records. Notification will be deemed effective if any Unit Owner fails or refuses to sign for any certified mailing from the Association.

3. ACTION WITHOUT A HEARING

If the Unit Owner does not remedy the offense within the number of days requested in the second notice of citation, and the Unit Owner has not requested a hearing in writing by or before the hearing confirmation date, the Unit Owner shall be deemed to have waived the right to a hearing and the Board of Directors shall have the power to impose monetary charges and/or suspend privileges pursuant to the authority granted in Section 55.1-1959 of the Act and the Association's Governing Documents. The Board of Directors shall not be required to conduct a hearing unless the Unit Owner formally requests a hearing in writing by or before the deadline set forth in the second notice of citation.

Notice of the Board's decision shall:

- a) Be delivered to the Unit Owner by hand or mailed by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, at his/her address listed in the Association's records; and
- b) Be sent within seven (7) business days of the date of the decision or such other period allowed by the Act.

4. HEARING

When a hearing is requested by the Unit Owner in writing by or before the deadline, the Board of Directors shall set the time, date and place of the hearing at its discretion. Written notice of the time, date and place of the hearing shall:

- a) Be delivered to the Unit Owner by hand or mailed by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, at his/her address listed in the Association's records;
- b) Be sent to the Unit Owner at least fourteen (14) days in advance of the hearing date; and
- c) Inform the Unit Owner of the potential sanctions.

At the hearing, the Board of Directors shall provide the Unit Owner with a reasonable amount of time to present any and all defenses to the citation. The Unit Owner may have counsel present at the hearing.

Following the hearing, the Board of Directors shall meet in executive session to discuss whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. The Board shall then exit executive session to hold a vote in open session on whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended.

When the Board's judgment is unfavorable to the Unit Owner, the Board may impose monetary charges or suspend the Unit Owner's privileges.

- a) Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for a maximum of 90 days for any offense of a continuing nature, although the Board reserves the power to increase these maximum sanctions if the General Assembly enacts legislation in the future that permits the Board to do so. An offense of a continuing nature is defined as a violation of the Association's Governing Documents which, by its nature, remains a violation continuously for more than 24 hours unless corrected by the Unit Owner.
- b) The Board shall treat monetary charges as an assessment against the Unit Owner's unit.

Notice of the hearing results shall:

- a) Be delivered to the Unit Owner by hand or mailed by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, at his/her address listed in the Association's records; and
- b) Be sent within seven (7) business days of the date of the hearing or such other period allowed by the Act.

5. OTHER REMEDIES

The procedures outlined here will be applied in any instance where the Association intends to impose monetary charges or suspend privileges to use the Common Elements or services. The procedures may be used to address other violations of the Association's Governing Documents, but are not required and do not preclude the Association from exercising other enforcement procedures and remedies including, but not limited to, the initiation of suit or self-help remedies.

The Board of Directors reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice or to its manager or managing agent.

- a) If enforcement action is taken against an Unit Owner under the terms of this policy and is initiated by a standing or special committee, or the Association's manager or managing agent, the final decision of such entity may be appealed to the Board of Directors provided that the request for an appeal is submitted directly to the Board of Directors in writing within ten (10) days of the date of the final written decision issued by such committee or managing agent.
- b) The Board of Directors may reconsider, review, modify or reverse any action taken the committee or managing agent.

All Association / Board of Directors correspondence is to be addressed to:

Chantilly Park Condominium Association
3800 Lightfoot Street
Chantilly, VA 20151

CHANTILLY PARK CONDOMINIUM ASSOCIATION

By: Michael Epps
Michael Epps, President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Resolution published or distributed to Members of the Chantilly Park Condominium Association, Inc. on this day of 10-28-21, 2021.

By: Kathleen Thomas
Name: Kathleen Thomas
Title: Managing Agent