

Terrace Towne Homes of Woodlawn Community Handbook



DO NOT REMOVE FROM UNIT

Attention: Owners & Tenants

Reference: Parking stickers & hang tags

When moving from the community your parking sticker(s) & hang tags must be returned to either Terrace Towne Homes of Woodlawn's current Management Company or slid in the Office mail slot at 8646 Walutes Circle.

Please place in an envelope and list the unit number. The sticker can be in pieces and stuck on a piece of paper along with the hang tag.

All non returned stickers and hang tag numbers will be turned over to the current towing company for removal from the property if found.

Owners who rent are responsible for getting the stickers & hang tags back from their tenants. If you tenants do not return them to you will have to pay the current fees in order to receive new ones.

**TERRACE TOWNE HOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS**

POLICY RESOLUTION NO. 2010-01

**(Restatement of Council Rules and Adoption
of Community Handbook)**

WHEREAS, Article IV, Section 2 of the Bylaws provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things that are not by law, or the Bylaws, required to be exercised or done by the Council and;

WHEREAS, the Board has previously adopted, published, and enforced a number of the rules set forth in a number of separate resolutions; and

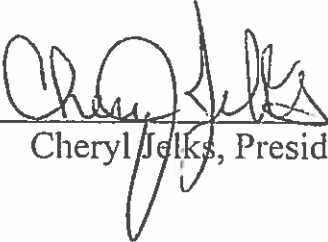
WHEREAS, the attached handbook includes previously adopted rules and regulations as well as some new rules and regulations that the Board of Directors believes to be in the Council's best interests and that promote the effective administration of the Council; and

WHEREAS, the Board has decided that it is in the Council's best interest to restate the previously adopted rules and state those newly adopted rules in the form of a handbook.

NOW, THEREFORE, BE IT RESOLVED that the attached handbook hereby includes the previously and newly adopted rules affecting the residents and Co-Owners of Family Units in the Terrace Towne Homes of Woodlawn Condominium, which rules shall take effect upon publication and distribution of the attached handbook to all residents and to those Co-Owners whose alternative addresses have been provided to the Council's Managing Agent. The Board of Directors reserves the right to revise, alter and amend the attached handbook at any time after notice and publication of said amendments to the residents and those Co-Owners whose addresses have been provided to the Managing Agent. This resolution supersedes and replaces all other resolutions passed by the Board of Directors pertaining to the rules and regulations for the Council.

This Resolution was duly adopted by the Board of Directors on this
30th day of June, 2010.

TERRACE TOWNE HOMES OF WOODLAWN
CONDOMINIUM COUNCIL OF CO-OWNERS

By: 
Cheryl Jelks, President

**TERRACE TOWNE HOMES OF WOODLAWN
CONDOMINIUM**

COMMUNITY HANDBOOK

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WELCOME AND INTRODUCTION

Welcome to Terrace Towne Homes of Woodlawn Condominium

The Board of Directors of the Terrace Towne Homes of Woodlawn Condominium Council of Co-Owners would like to take this opportunity to welcome you. In an effort to make your move into the Terrace Towne Home community as smooth as possible, we have developed this handbook as a guide. Please be advised that this handbook is not all-inclusive. Other rules and restrictive covenants are found in the Condominium Instruments (i.e. the Master Deed and Bylaws). This handbook, however, is intended to provide each resident and Co-Owner as a reference tool to more easily locate and review the rules that govern every resident and owner's use of the common elements and their Family Unit as well as the enforcement procedures that will be observed in the event that any resident or Co-Owner violates the Council's duly adopted rules or Condominium Instruments as each resident is entitled to the exclusive use and enjoyment of his/her condominium home in a peaceful and private environment.

This Community Policy Handbook and the policies contained herein are not meant to infringe on the rights of any one resident, but rather to protect and preserve the rights of all the residents, the community as a whole, its owners and managers. Residents and each resident's family, guests, invitees, agents, employees or other persons associated with resident (herein referred to as Resident's Group) who do not comply with the community policies will be notified, in writing, of the noncompliance or violation(s) consistent with the procedures detailed in the enforcement section of this handbook. Noncompliance with the Council's rules or any violation(s) of the community's rules by the resident will be grounds for the imposition of monetary charges or other enforcement action on the part of the Council.

The Board of Directors reserves the right to amend, alter, or supplement the Community Policy Handbook and the policies contained therein upon the delivery or publication of said supplements or amendments to the residents and Co-Owners of the condominium.

SECTION 1

MOVE-IN/ MOVE-OUT PROCEDURES

1. Move-in or move-out is defined as any change of occupants in a Family Unit.
2. All move-ins/move-outs must take place between the hours of 8:00 a.m. and 9:00 p.m., Monday through Friday, and 9:00 a.m. and 9:00 p.m. on Saturday and Sunday.
3. On the day of the move-in/move-out, the resident shall exercise all appropriate care to ensure that the Common Elements property is not damaged.
4. The Co-Owner whose Family Unit is being moved into or moved out of will be responsible and liable for the cost of repairing any damage to or performing any cleanup of the Common Elements, including disposal and removal of any trash that results from a move. Residents must also remove all furniture and other personal items from their Family Unit and the Common Elements. The resident is responsible for removing any oversized furniture or other bulk items.

SECTION 2

COMMUNITY APPEARANCE AND FAMILY UNIT MODIFICATION PROCEDURES

1. General Provisions. Any structural (Interior or Exterior) addition, modification or alteration hereinafter ("Structural Changes") in or to a Family Unit requires the written approval of the Board of Directors in accordance with the procedures set forth herein.
2. Request for Interior/Exterior Modification Application Procedures.
 - a. Requirements for All Applications Requiring Council Approval. Owners wishing to make any Structural Changes must complete and submit an Architectural Modification request form along with appropriate documentation. Oral requests shall not be considered. Each Structural Change must be specifically approved even though the intended Structural Change conforms to the Condominium Instruments or the rules, and even when a similar or substantially identical alteration or addition has been previously approved.
 - b. Even though the Council cannot control work performed within a Family Unit, the Co-Owner is responsible for assuring that all Structural Changes are made in conformance with the Condominium Instruments and the rules and policies, and applicable county/state requirements. All interior

Structural Changes that may impact the physical structure of the Family Unit (e.g., supporting/load bearing walls, foundation, etc.) will require a certificate from a licensed engineer or architect certifying such to be placed in the Family Unit file.

- c. Approval of any (e.g. building permits) by the Council does not waive the necessity of obtaining the required governmental permits. Obtaining a governmental permit does not waive the need for Council approval. The Council will not knowingly approve a project which violates the local building code or the zoning ordinance. Burden rests with applicant to demonstrate the acceptability of the proposal. Applicant may submit with the application any materials such as exhibits, petitions, photographs, experts' statements and the like that applicant deems necessary. Applicant may request an opportunity to appear before the Board of Directors or the Covenants Committee, to provide additional information and testimony in support of the proposed project.

3. Additional Requirements for Major Structural Changes to Family Units. Major Structural Changes, such as the removal or installation of partitions, must meet the following requirements as appropriate:

- a. No Structural Change may be made to the Family Unit that would alter or remove any interior partition that contributes to the support of the Family Unit or building.
- b. Where the Structural Change affects common utilities or involves temporary interruption of common utility service, applicants are required to coordinate arrangements with the Managing Agent prior to commencement of work. In any case, common utility service may not be interrupted except between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Service may not be interrupted on weekends or generally observed holidays.
- c. Applicants are responsible for removal of debris from the property generated in the course of the architectural change.
- d. No sawing, hammering or other noisy construction activities are permitted except between the hours of 8:00 a.m. and 7:00 p.m. on weekdays which are not holidays and 9:00 a.m. to 7:00 p.m. on weekends and holidays.
- e. For major interior renovations, the following may also be required to the extent applicable:

- f. Letter of transmittal:
- (i) Floor plans
 - (ii) Construction schedule
 - (iii) Proof of approval of other Owners affected if any
 - (iv) Names of contractors and mechanics
 - (v) Final drawings
 - (vi) Proposed contracts
 - (vii) Location or storage site of building materials, etc.
 - (viii) Arrangements for temporary access, if any
 - (ix) Certificate(s) of insurance of contractor(s)
 - (x) Such other information as the Board may require

4. Administrative Requirements.

- a. Applicant must inform the Managing Agent of the date on which construction starts.
- b. If the applicant desires to make Structural Changes during construction a revised application must be submitted to the Board of Directors which shall promptly act upon the revised application.
- c. Applicant must provide the Council with notice of completion.
- d. Upon completion, the Board of Directors may inspect the Family Unit and Common Elements and, if satisfied that construction is in compliance with approved plans, will issue a Certificate of Compliance.

5. Results of Review.

- a. The Board of Directors shall act on the submission and give notice to the applicant within thirty (30) days from receipt of the application, including all submissions required. The original must be submitted to the Council Site Office (8646 Walutes Circle) and a copy sent to the Managing Agent, if any. If the Board of Directors delegates to the Managing Agent responsibility for receiving applications and forwarding to the Board for review, the thirty (30) day review period shall not commence until the Managing Agent has received a complete application, including any required exhibits.
- b. If an applicant fails to receive a reply from the Board indicating a decision within thirty (30) days from receipt of the application and submission(s). In the event that the Board does not respond to an application within the thirty (30) day period, failure to respond shall constitute consent.

- c. If a proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision.
- d. The applicant may request reconsideration by the Board of Directors of an application rejected if new or additional information which might clarify the request or demonstrate its acceptability can be provided.
- e. Copies of all requests for review will be filed according to Family Unit number, along with the written decision and a statement of action taken, if any.
- f. All approvals shall expire 45 days after the date of approval if the item approved has not been completed, unless an extension is approved by the Board of Directors in writing.

6. Design Guidelines.

- a. Exterior Satellite Dish: Exterior satellite receiving devices shall not be installed on any general common elements without the prior written approval from the Board of Directors. Completion of a Satellite installation request form is required. Such devices may be installed only on limited common element patios/decks if such devices are “conforming” devices as defined by the Telecommunications Act of 1996 and 47 C.F.R. Section 1.4000, as amended, (c.g. conforming satellite dishes must be one meter or less in diameter or diagonal measurement). Installation is subject to the following installation rules and regulations:
 - (i) Conforming satellite dish/antennas shall not be attached to the roof or the exterior building walls of the building on the property. No penetrations of any roof or exterior building walls may be done without the prior written consent of the Board.
 - (ii) Co-Owners and residents shall not install any type of satellite dish/antenna that **transmits** a signal of any sort or disrupts the reception of the radios and television sets of other residents. Such devices are prohibited.
 - (iii) The Council has designated the surface of the patio/deck as the preferred placement location for conforming satellite dish/antennas. A conforming satellite dish/antennas shall be installed and secured in a manner that complies with all applicable Virginia building codes, provided that such codes are not superseded by federal law, and manufacturer’s instructions. A satellite dish/antenna shall be installed and secured in a manner so they do not damage the common elements, limited common

elements, or individual Family Units, or void any warranties of the Council or other Co-Owners, or in any way impair the structural integrity of the building. A satellite dish/antennas shall not obstruct access to or exit from any Family Unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium.

- b. Variances – Satellite Dish: The Council reserves the power to grant a variance from any of the satellite dish/antenna rules expressed herein, but shall endeavor to protect the community from the architectural blight to the greatest degree possible and strive to ensure that all concerns over safety are satisfied.
- c. Interior Alterations and Relocation of Partitions: Renovations to the interior of a Family Unit may be made and non-load bearing partitions within a Family Unit maybe relocated upon proper written application to and approval of the Board of Directors. Applicant is responsible for removal of any debris resulting from the renovation and relocation. If the renovation or relocation involves the relocation of any Common Element pipes, wiring, conduits or the like, applicant is responsible for providing an engineering report and such action requires Board approval.
- d. Electrical Wiring: If a change to the electrical wiring in a Family Unit does not affect another Family Unit or the Common Element, approval is not required. All required governmental approvals shall be obtained by or on behalf of the Co-Owner prior to commencement of work. Any interruption of common electrical service requires the prior approval of the Managing Agent. If the proposed change to the electrical wiring in a Family Unit would adversely affect another Family Unit or the Common Elements, the change is prohibited. The Council assumes no responsibility for any damage to person or property resulting from or related to any change in wiring, whether or not such change has the approval of the Board since the Board can not control quality of workmanship relative to the change, or errors or omissions of pertinent information on the application.
- e. Plumbing: If a change to the plumbing system of a Family Unit does not affect another Family Unit or the Common Element pipes, approval is not required. All required governmental approvals shall be obtained by or on behalf of the Co-Owner prior to commencement of work. Any interruption of common water service requires the prior written approval of the Managing Agent. If a proposed change to the plumbing system of a Family Unit would affect another Family Unit or the Common Elements, or significantly increase the water consumption of that Family Unit or the Common Elements, the Co-Owner must obtain prior written approval of

the Board of Directors. Any plumbing work must be done in accordance with all applicable codes and ordinances. The Co-Owner is responsible for obtaining all necessary permits and approvals.

f. Special Application Procedures – Electrical and Plumbing Structural Changes:

The applications for electrical and/or plumbing Structural Changes shall contain the following:

- (i) Diagram(s) of the proposed Structural Changes to the electrical and/or plumbing system.
- (ii) Statement as to whether another Family Unit or the Common Elements would be affected by the change and description of how another Family Unit or Common Elements would be affected.
- (iii) Identification of qualified person or firm to perform work.
- (iv) Time schedule for the proposed change.

7. New Deck or Patio materials and dimension guidelines. Owners must complete and submit an Architectural Modification request form along with appropriate documentation. All installations must be approved before the start of the project by the Board of Directors and completed within 45 days after approval. No patio may be more than 144 square feet in dimension including built in flowerboxes or flowerbeds. Decks and patios may not encroach upon neighboring units, limited Common Elements or Common Elements. All deck and patio approvals will be based on the design of the area and current patios in the location of the request.

Decks:

- Use of pressure treated wood on supports not less than 4 x 6 treated pine is required.
- Decks shall be treated and waterproofed with a clear material only.
- The application of paint, stain or tinted waterproofing to cover the wood is strictly forbidden. The use of dark wood such as cedar or redwood is prohibited. Rust resistant deck screws shall be used instead of nails.
- Decks shall not exceed 12 inches in height. Railing may be required and should not exceed 36 inches in height from the deck surface.
- No new electrical devices shall be approved to be mounted on or near the deck.
- Placement of stepping stones to the deck must be Board Approved.

Patios:

- Patios shall be constructed of slate, flagstone or concrete patio stones.
- Loose stones/gravel of any kind is prohibited as they are a hazard.

- No new electrical devices shall be approved to be mounted on or near the patio.
- Corresponding flower boxes shall not exceed 24 inches in height and shall be treated and waterproofed with a clear material only.
- The application of paint, stain or tinted waterproofing to cover the wood is strictly forbidden.
- The use of dark wood such as cedar or redwood is prohibited.
- Placement of the stepping stones to the patio must be Board approved.

Patio and deck approvals will be based on the design of the area and current patios in the location of the request.

8. Approval may be denied for any of the following reasons.
 - a. Incomplete or unclear application in which case it will be returned to applicant with appropriate instructions as to what is required.
 - b. The Board or Managing Agent determines that the change would significantly increase water consumption or adversely impact the common water or drain system.
 - c. Another Family Unit or Common Elements would be adversely affected by the proposed change.
 - d. Other reasons stated and supported by the Board of Directors.
9. Painting, Wallpapering, Decorating. Painting, wallpapering, and decorating within a Family Unit's boundaries, as defined by the Master Deed, do not require approval. Painting, wallpapering and decorating of any Common Element by a Co-Owner is not permitted.
10. Doors, Doorbells, Knockers, Handles, Locks, etc. With the exception of locks, Changes or additions to the doors are not permitted without written permission. An Architectural form must be submitted for Board approval prior to the Structural Changes. Replacement of any broken or damaged hardware is the owner's responsibility. Approval of the Board is not required, provided that the replacement hardware is the same as or equivalent to the original.
11. Windows. All new windows must be approved by the Board of Directors. An Architectural Modification form must be completed and submitted for approval. All new windows must have grids (i.e., mullions) per the Association's Master Deed. Any units that have installed windows without grids prior to (October 2009) will be required to replace them with windows with grids or have grids installed in the current windows before selling the unit to bring it in to the

Original compliance. All broken windows/glass are to be repaired as soon as possible or monetary charges can be levied.

12. Seasonal Decorations. Approval for seasonal decorations is not required so long as such decorations meet the following criteria:

- a. The decorations are displayed only so long as they are appropriate. Christmas, Hanukah, Kwanzaa, and other recognized winter holiday decorations may be put up on the day after Thanksgiving and must be removed by January 15th. Other holiday decorations are permitted during the week or weekend of the particular holiday and must be removed thereafter.
- b. The decorations do not make any sound.
- c. Decorations are not attached in such a way as to mar the finish on the door or the exterior facing of the buildings.
- d. No items may be attached to the roof, gutters or exterior of any building at any time.

13. Signs. One small sign not to exceed 30" x 30" may be placed in the window offering For Sale or For Lease.

14. Patio, Deck, and Exterior Appearances.

- a. Fixtures & Decorations: Except as identified in Rule No.12a, Section 3, no fixtures or decorations may be fastened, to the patios or to any exterior building facing.
- b. Trashcans & Recycling Bins: All trashcans & recycling bins must be stored on limited common property (patio/deck). The containers should not be on common property, if found you can be fined.
- c. Furniture. Appropriate seasonal patio and deck outdoor furniture may be used on the decks and patios. Furniture designed for use inside a Family Unit is prohibited.
- d. Planters: Pole planters are prohibited. No planters may be installed on the exterior building appurtenant or to decks. Shepard crooks are permitted.
- e. Appliances & Storage: Patios/decks shall not be used for storage. Small electronic equipment, such as radios and televisions may be used on the decks and patios, provided the noise levels are controlled to prevent disturbing other residents and the appliances are used in accordance with

local ordinances. The electronic equipment shall not be left outside when not in use. Storage containers are allowed and may be no larger than 54 inches long x 24 wide deep x 30 inches tall. The containers must be made of plastic/vinyl and tan or green in color.

- f. Carpeting: No carpeting or covering of any type shall be installed over the deck or patio floors.
 - g. Exterior Painting: It is prohibited to paint any portion of the exterior door of any unit without first obtaining approval of the color and the right to paint from the Board of Directors. The owner is responsible for the upkeep & painting of the trim around the exterior of the windows. The trim must be painted white.
 - h. Posting of Advertisements: It is prohibited to post any advertisements or posters of any kind in or around the Community except as authorized by the Board of Directors.
 - i. Service Wires: All service wires, conduit, pipe or transmission articles are limited to be not more than three (3) feet of exterior wall exposure from the mounting block, connection panel or ground surface exposure before entering the unit. Further, no service wire may pierce the exterior wall of any unit more than once for any purpose what-so-ever at that height.
15. Miscellaneous. The following items shall not be placed in or on patios, windows or Common Elements:
- a. Clothing or other items for airing or drying shall not be placed on any Common Element such as bushes, railing, etc.
 - b. Window Air Conditioners and Window Fans are prohibited, unless approved in writing by the Board.
16. Landscaping and Planting. Landscaping or planting by a Co-Owner on the common elements is prohibited without written permission from the Board of Directors.
17. Hose Bibs. Each Co-Owner of a Family Unit in which a hose bib control valve is located (Family Units that have an address ending in 0, 2 or 8) is responsible for turning the control valve off on November 1st of each year or on such other date as the Board of Directors may determine and announce to the Co-Owners. Each Co-Owner is responsible for turning the control valve on, on April 1st or on such other date as the Board of Directors may determine and announce to the Co-Owners. The Association may send reminder notices each spring and fall to the

unit owners, reminding them of their responsibility to turn the control valve on/off. Any damage to the Family Unit, Other Family Units or Common Elements resulting from a Co-Owner's or resident's failure to turn off/on the control valve shall be the responsibility of the Co-Owner of the Family Unit.

18. Procedures for Monitoring Compliance.

- a. Inspection: The Board of Directors, a committee appointed by the Board or the Managing Agent shall periodically survey the Condominium for compliance with design standards.
- b. Alleged Violations:
 - (i) All reports of alleged violations of this Section must be submitted to the Board of Directors who will inspect, or authorize the Managing Agent to inspect, to determine whether a violation actually exists.
 - (ii) If it is determined that a violation exists, the Board of Directors shall attempt informally to obtain compliance. If that fails, the Board of Directors may initiate enforcement procedures.

SECTION 3

PARKING

1. Parking Permits and Placards. Parking privileges are extended to all owners whose accounts are in good standing with the Association only. All motor vehicles parked in Common Element parking spaces, must display a Council parking permit or placard. Exception: Marked police cars are exempt.
 - a. Each Family Unit will receive one (1) resident parking permit and one visitor parking permit/placard. Family Units with additional motor vehicles may obtain one (1) additional parking permit at a cost of \$75.00 per permit, but no Family Unit may receive/have more than three (3) resident parking permits total.
 - b. There is a \$75.00 replacement fee for lost window sticker parking permits and lost hang tags.
 - c. The Board may issue additional temporary parking permits that are good for 30 days or less in duration.
 - d. A Parking form must be completed and a copy of the current registration must be provided before permits will be issued.

2. General Parking Rules.

- a. All motor vehicles shall be parked within the boundaries of each parking space and shall occupy one parking space. Motor vehicles (including motorcycles) shall be parked in designated parking spaces only on the Condominium property and have a parking sticker. Exception: Marked police cars are exempt.
- b. Unless otherwise authorized by the Council, no person shall park on the Condominium property any boat, trailer, over-sized vehicle, motor home, commercial vehicle, anything which is not a motor vehicle, or any vehicle not currently, licensed and inspected. For purposes of this regulation:
- c. Definitions:
 - (i) The term “boat” shall mean anything designed to float in or on water.
 - (ii) The term “trailer” shall mean any wheeled device designed to be pulled by a motor vehicle.
 - (iii) The term “vehicle” shall mean any device in, on or which any person or property is or may be transported or drawn on a public street or highway, including mopeds, motorcycles and electric power assisted bicycles.
 - (iv) The term “motor vehicle” shall mean any wheeled vehicle designed to move under its own power.
 - (v) The term “over-sized vehicle” shall mean any motor vehicle which exceeds any of the following: (a) 7 feet in width, including mirrors, (b) 9 feet in height, not including whip antennas, (c) 17 feet in length, (d) any vehicle designed to operate on more than four wheels, (e) curb weight exceeding 8000 lbs.
 - (vi) The term “commercial vehicle” shall mean: any vehicle defined in the Virginia Code as a “Commercial Motor Vehicle”, which means, except for those vehicles specifically excluded in Section 46.2-641.4 of the Code of Virginia, every motor vehicle, vehicle or combination of vehicles used to transport passengers or property which either: (i) has a gross vehicle weight rating of 26,001 or more pounds; or (ii) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed vehicle with a gross vehicle weight rating of more than 10,000 pounds; or (iii) is designed to transport 16 or more passengers including the

driver; or (iv) is of any size and is used in the transportation of hazardous materials as defined in this section. Every such motor vehicle or combination of vehicles shall be considered a commercial motor vehicle whether or not it is used in a commercial or profit-making activity.

- d. All motor vehicles must display current state and local registration, license tags, permits and stickers, as applicable.
- e. Vehicles that make reference to any type of business or service either by signage (lettering on the vehicle or advertisements) attached to the vehicle or by visible evidence that the vehicle is engaged in a business or service for hire as indicated by the nature of the materials carried either in or on the vehicle i.e. vehicles with racks displaying ladders, truck beds, vans or station wagons filled with work items, paint, building materials or miscellaneous tools of the owner's trade. Vehicles that are used for storage and not moved.
- f. Motor vehicles must be operational and in proper operating condition so as not to be a hazard or nuisance by noise, exhaust, emission or otherwise.
- g. No motor home or camper shall be parked on Condominium property. No motor vehicle shall be used as a residence while parked on condominium property
- h. Motorcycles may be parked horizontally in front of a motor vehicle if the following criteria are met:
 - i. The parking of such motorcycle will not interfere in any way with the parking of vehicles on either side of the space being used.
 - j. Motorcycles must be parked within space limitations without overlapping space lines.
 - k. Vehicle repairs of any kind are prohibited upon the Condominium property, except emergency repairs (e.g. repair of flat tire).
 - l. Washing of motor vehicles is permitted on Condominium property only in areas designated by the Board for such activity.
- m. Parking is prohibited in designated fire lanes and where street curbs are painted yellow. Vehicles parked in these prohibited areas will be towed away or removed from Condominium property immediately, at the vehicle owner's expense and without recourse to the Managing Agent or

the Council for any damage or injury that may directly or indirectly result from or be caused by such towing or removal.

3. Violations and Compliance.

- a. Violations Subject to Immediate Towing: Any vehicle (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane, (b) occupying more than one (1) parking space, (c) perpendicular to the marked parking space or on a grassy area or sidewalk, (d) impeding access to sidewalk ramps or mailboxes, (e) parked by other than an owner, occupant or guest or invitee of an owner or occupant, (f) parked in any area other than a designated parking area (i.e. lawn, patio, etc.); (g) parked in a designated handicapped parking space without current state issued handicap plates or hanging placard; (h) not displaying a current Council permit/placard, or (i) constituting a safety hazard shall be subject to immediate removal without notification.
- b. Notice of Violation: The owner of any motor vehicle not in compliance with the rules and regulations of Section II of this Resolution shall be notified of the violation by the posting of a notice on the vehicle. If the motor vehicle is not brought into compliance within seventy-two (72) hours will be subject to removal by towing.
- c. The owner of any motor vehicle not in compliance with all other rules and regulations shall be notified of the violation by the posting of a notice on the vehicle by the placement of a notice on the vehicle. A vehicle is not brought into compliance within seventy-two (72) hours will be subject to removal by towing without further notice. A record of such action will be entered into the Managing Agent's violation records.
- d. Upon written notification of possible noncompliance, the Council will contact the owner of the vehicle, if possible, to request compliance. If compliance is not made within seventy-two (72) hours, the motor vehicle will be towed, if applicable. In cases where violations are repeated by the same resident, the matter will be turned over to the Board of Directors for review and disposition.

4. Towing Procedures. Vehicles parked in violation of the rules may be towed at the direction of the Council's Board of Directors or the Council's Managing Agent. Every reasonable effort should be made by a Co-Owner or resident to contact the violator to have the vehicle removed prior to making a request to have the vehicle towed. If contact cannot be made with the violator, the contracted towing company may then be requested to remove the vehicle at the violator's expense without recourse to the Managing Agent or the Council for any damage or injury that may directly or indirectly result from or be caused by such towing or removal. The

contracted towing company will have a copy of this Section of the handbook. They will be available on a 24-hour basis and will tow whenever the situation warrants.

5. Liability Vehicles parked on Condominium property are parked at the sole risk of vehicle owners. The Council is not the bailee of the vehicles or their contents, and neither the Council nor its officers, directors, employees, agents or Co-Owners shall be liable for any theft or damage to any vehicle or its contents. Nothing in this Section shall be construed to hold the Co-Owners Council or the Board responsible for damage to vehicles or loss of property, including auto theft from vehicles parked on the Condominium property.

SECTION 4

RULES GOVERNING SWIMMING POOL AREA

1. Pool privileges are extended to all owners whose accounts are in good standing with the Association only.
2. Residents must accompany all guests to the pool and other amenities on the Condominium property. Two guests are the maximum number of guests per Family Unit without permission of the board. The Co-Owner of a Family Unit shall be issued two guest passes and resident pool passes for each person residing in the Family Unit. Residents and guest must have resident pool passes and guest pool passes to enter the pool.
3. Residents and guests must obey all posted rules in the pool.
4. Only unbreakable containers may be used in the pool areas. Glass containers, bottles and products of all kinds (with exception of eyewear) are prohibited.
5. Alcoholic beverages of any kind are prohibited in the pool and amenity area.
6. For the protection of all residents and guests, people with skin infections, open wounds, nasal or ear discharge, or communicable diseases are not permitted in the pool. Also, all persons must shower before entering the pool and amenity area.
7. Bathing suits proper swim attire must be worn for swimming at all times. Thongs and cut-offs are prohibited.
8. Profanity, loud music, horseplay, pets, skating, riding toys, scuffling or harassment of others is prohibited.
9. All children 13 years or younger (or age otherwise posted in the facility) must be accompanied by an adult resident at all times while in the pool and amenity areas.

10. Infants/children who are not toilet trained and incontinent adults must wear swim diapers or snug fitting plastic pants under their bathing suits. Cloth diapers are prohibited.

SECTION 5

RULES GOVERNING PETS AND PET ENFORCEMENT PROCEDURES

1. All pets must be on a leash and/or under control of a resident when outside or on the Common Elements.
2. Pets must be inoculated and registered with Fairfax County in compliance with all applicable ordinances.
3. Pets shall not be tied to anything outside or left unattended on the Common Elements at any time.
4. In order to keep the ground and premises sanitary, Resident must remove all pet droppings immediately. This also applies to pet walk areas.
5. All pet owners are required to maintain an acceptable noise level in regard to their pet(s) so as not to disturb other residents.
6. Because of health regulations, PETS ARE FORBIDDEN in or around the pool and amenity area, except for Service Animals.
7. Residents are legally responsible for their pets and any damages or injuries caused by them. The Council, its directors, officers and Co-Owner members and its Managing Agent, disclaim all responsibility for such damages or injuries.
8. The Council does not have the resources or desire to actively monitor compliance with the rules and regulations concerning pets. Residents are expected to exercise good faith and judgment in whether to obtain a pet and how to care for it. This is not to say that the Board will not enforce the pet rules. It will do so. But it will not place the Condominium property under surveillance. Enforcement will be complaint-driven.

SECTION 6

ASSESSMENTS

1. Payment Procedures for Assessment Fees.
 - a. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month, and all special assessments shall be due and payable on the date specified on the notice of special assessment (hereinafter "Due Date").
 - b. Co-Owners shall pay the annual assessment in twelve (12) equal monthly installments. Co-Owners may make arrangements with the Managing Agent to pay the monthly assessments through a direct debit program. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Council or as modified in writing by a Co-Owner. Non-resident Co-Owners shall furnish the Board with a telephone number and an address where the owner will promptly receive mail and notices. If no such address is designated, all notices shall be mailed to the Family Unit address.
 - c. Non-receipt of an invoice, payment notice or payment coupon shall in no way relieve a Co-Owner of the obligation to pay the amount due by the Due Date.

2. Remedies for Nonpayment of Assessments.
 - a. If any payment, including installment payments, is not received by the Managing Agent by the fifteenth (15th) day of each month (or the first working day thereafter if such day is a Saturday, Sunday or legal holiday) the account shall be deemed "in default" and a late fee of Fifty dollars (\$50.00) per Family Unit shall automatically be added to the account.
 - b. If payment of the assessment (including any assessment payable in installments or special assessments) is not received by the Council or managing agent within forty-five (45) days after the Due Date, the Managing Agent shall automatically, on behalf of the Board of Directors, take the following actions for the Council:
 1. Accelerate the entire balance of the annual assessment due for the fiscal year;
 2. Accelerate the entire balance of any special assessment payments due for the fiscal year;

3. Add a cost of collection charge of \$50.00 to the account; and
 4. Refer the account to the Council's legal counsel for collection of the accelerated balance.
- c. Counsel for the Council shall be authorized to record and foreclose on liens, and to file suits on behalf of the Council to collect all delinquent sums. Counsel for the Council shall add all attorneys' fees and court costs to the account of the delinquent Co-Owner.
 - d. If the Co-Owner's account has been referred to the Council's legal counsel for collection and a new fiscal year begins, upon notice to the Co-Owner, the entire balance of the annual assessment due for the new fiscal year shall be accelerated and become due.
 - e. All costs incurred by the Council as a result of any violation of the Master Deed, Bylaws, rules and regulations, this handbook and any duly adopted resolutions by a Co-Owner, his or her family, employees, guests, agents, invitees or tenants, shall be specially assessed against such Co-Owner. Such costs shall include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an a Co-Owner's failure to pay assessments when due or from any other default referred to in this paragraph.
 - f. If the Council receives from any Co-Owner, in any fiscal year, two or more returned checks (e.g. checks returned for insufficient funds) for payment of any sum assessed against the Co-Owner's Family Unit, the Board may require all future payments to be made by certified check or money order. A reasonable charge will be made for any returned checks, which amount shall be established by the Board of Directors and may be changed by the Board from time to time. The current charge is \$35.00.
 - g. If a Co-Owner's assessment account becomes more than sixty (60) days past due, the Board of Directors shall determine whether or not to suspend all of the Co-Owner's rights and privileges, including, but not limited to, the right to use recreational and common facilities (e.g. pool, parking). The suspension shall remain in effect until the Co-Owner pays all delinquent amounts. The managing agent shall send a notice of the suspension via Certified Mail, Return Receipt Requested, and shall inform the Co-Owner of his or her rights under Virginia law and Council Regulations to contest the suspension of privileges at a hearing before the Board of Directors (or a committee appointed by the Board). If any Co-Owner wants to contest a suspension or otherwise explain any matter relative to an account, he or she may request a hearing with the Board of Directors in writing and have counsel, at the Co-Owner's expense,

present at the hearing. Upon receipt of a request for a hearing, the Board will schedule a hearing and notify the Co-Owner in writing of the date and time of the hearing.

- h. For bookkeeping purposes, payments received from a Co-Owner will be credited in the following order:
 - (i) Charges for legal fees, costs of collection, and court costs.
 - (ii) All late charges.
 - (iii) All other charges incurred by the Council as a result of any violation by an Owner, his family, employees, guests, agents, invitees or licensees, of this handbook and any other duly adopted Regulations or Resolutions.
 - (iv) Assessments for common expenses, including any special assessment due, as applicable, with the oldest outstanding balance being credited first.

SECTION 7

MISCELLANEOUS

1. Leasing: All Co-Owners, who do not reside in the Family Unit, and have tenants residing in the Family Unit, must provide the Council with a copy of a completed Owner – Tenant Registration form prior to the tenant’s move in. All forms should be sent to the Managing Agent. See Exhibit C.
2. Landscaping: All property outside the unit door belongs to the Co-Council of Homeowners. Do not remove, trim or cut any bushes, shrubs or trees. If you have a problem with something being overgrown or needing trimming please contact the Managing Agent with your concerns

3. Sewer Backups and Flooding. If a sewer backup occurs in your unit you must call the Associations management Agent immediately. The management company is responsible for handling the emergency situation. The management company will make the necessary arrangements with vendors to address the sewage back-up. Per the Master Deed, the Association is only responsible to repair the damage to the unit involved, back to the Original condition as defined when the unit was built. The definition of Original condition is: contractor grade carpet for the living and dining room areas if damaged as a result of sewage back-up, and vinyl flooring for the kitchen area. The utility rooms were built without any flooring installed. If an owner has upgraded flooring to Berber carpet, hardwood flooring, tile, etc. prior to sewage back-up, the Association will repair damaged flooring to the original condition or give an allowance per contractor estimate to cover the damages and the owner may opt to have their own contractor perform needed repairs. See Exhibit A.
- a. Homeowner's Insurance: Owners and/or renters are encouraged to carry additional personal property insurance that will cover the cost of personal effects and/or additional costs not otherwise covered by the Association's insurance policy. The Association is not responsible for any damage(s) to Personal belongings. See Exhibit A.
- b. Causes of Sewage Back-up: Collection of items other than toilet paper that clog drains over years of improper disposal that includes: grease, excessive paper, dental floss, diapers, cotton swabs, cigarette butts, coffee grounds, feminine hygiene products, cat litter, tissues, paper towels or condoms. These items can clog if they become trapped. Whenever possible you should avoid using the garbage disposal and find alternative ways of handling your food waste.

Household Tips that work:

- use hair traps on your bathroom sink and tub drains.
- perform a monthly maintenance of your drains by pouring one cup of bleach down your drain at night and flush the drain in the morning with hot water.

4. Fire and Safety.

- a. Grills: The use of portable cooking grills is permitted. Grills must be moved away from the building side of the patio, to the open side when in use. No grills should be used on the main walkways as this creates a hazardous situation for people walking by. No more than two grills are permitted on patios/decks. When not in use, grills shall not be stored on the Common Elements property and must be stored on the limited

common areas (patio/deck). Charcoal ashes should be disposed of properly, not on the common elements. See Exhibit B.

Outdoor Deep Fryers are prohibited from all areas including the patios.

- b. Flammable Materials: Storage of flammable fluids/liquids or explosive materials within the building or anywhere within the community is strictly prohibited.
 - c. Fire Hazards: Storage of paper or plastic bags or flammable material, adjacent to the hot water heater, HVAC, stove, refrigerator or other electrical appliance creates a health and fire hazard and is strictly prohibited.
 - d. Speed Limit: The speed limit is 10 mph for the safety and protection of all residents, including children. Please drive slowly and with utmost care through the property.
 - e. Insurance: Resident's personal possessions and vehicles are not covered under the Associations Master Policy for fire, theft or other perils. Residents and owners are strongly encouraged to maintain homeowner's insurance coverage for all personal belongings and/or appliances and fixtures. Resident acknowledges and agrees that he/she has been advised to protect his/her personal property with homeowner's insurance. See Exhibit A.
5. Waste Removal. Trash shall be placed in individual refuse containers or tied bags purchased by the Co-Owner or resident. Waste is to be placed at the curb one hour before dark the day proceeding the trash collection; example one hour before dark on Sunday for Monday collection, etc. Waste containers must be stored on the individual patio/deck and not on Common Elements located around the patio/deck. Only one container no larger than 50 gallons is allowed on any patio/deck. You can be fined for putting your waste out too early as it attracts animals that often tear open the bags, leaving unsightly debris in the community.
6. Conduct of Resident(s) and Resident's Group.
- a. Quiet Enjoyment: Residents are requested to control loud talking, the volume of stereos, TVs and musical devices within their homes and patio/deck, in respect of neighbors and as not to disturb residents. Noisy or disorderly conduct annoying or disturbing other residents will not be permitted. Terrace Towne Homes of Woodlawn endorses the Fairfax County noise ordinance (Fairfax County Ordinance Section 108-5-1).

- b. Unacceptable Conduct: Resident, Resident's family, guests, invitees, agents, employees or other Persons associated with Resident (previously defined as "Resident's Group") will not engage in, or participate in, such conduct, which is illegal, objectionable or prejudicial to the rights, privileges, safety and general welfare of the other residents. Any act which threatens, intimidates, is deemed as harassing others, is physically violent with or verbally abusive without injury to another person or create a public or private nuisance will NOT be tolerated. Any such incidents will be considered a violation of this handbook and is subject to monetary charges established by the Virginia Condominium Act.

SECTION 8

ENFORCEMENT

1. On behalf of the Council, the Board of Directors (and/or its designee) may issue a citation to any Co-Owner whose behavior or use of property does not conform to the Master Deed, Bylaws (the "Condominium Instruments") or rules and regulations (the "Rules"), or intentionally falsely accuses another Co-Owner of a violation or infraction.
2. The Board (and/or its designees) shall send an initial notice of citation in writing and deliver it personally or by certified mail, return receipt requested, to the Co-Owner at his/her address listed in the Council's records, or to the Family Unit address, if no such address has been designated by the Co-Owner. Notification will be deemed effective if any Co-Owner fails or refuses to sign for any registered or certified mailing from the Council.
3. The initial notice of citation shall generally advise the Co-Owner of the nature of the offense and the provision of the Condominium Instruments or Rules, which has allegedly been violated, specify the remedy required, and state the number of days within which the Co-Owner must complete corrective action.
4. If the Co-Owner does not remedy the offense within the number of days stated in the notice of citation, the Board of Directors (and/or its designees) reserves the power to issue a final notice of citation, which shall follow the basic form of the initial notice of citation and include any additional information deemed important by the Board of Directors about the offense. In the event of repeated violations of the same covenant or rule within a twenty-four (24) month period, the initial notice of citation need not be sent and a final notice of violation may be sent instead.
5. The final notice of citation shall also warn the Co-Owner of the monetary charge, the suspension of privileges, or other specific sanctions that may be imposed for the alleged violation of the Condominium Instruments or Rules, and shall inform

the Co-Owner of the time, date and place of a hearing before the Board at which the Co-Owner may contest the citation.

6. The final notice of citation shall be delivered by hand or registered or certified mail, return receipt requested, to the Co-Owner at his/her address listed in the Council's records, or to the Family Unit address, if no such address is designated by the Co-Owner. Notification will be deemed effective if any Co-Owner fails or refuses to sign for any registered or certified mailing from the Council.
7. The final notice of citation, with the written notice of the time, date and place of the hearing, shall be delivered to the Co-Owner by hand or mailed by registered or certified mail, return receipt requested, to the Co-Owner at least fourteen (14) days in advance of the hearing date. At the hearing, the Co-Owner shall be given a reasonable amount of time to present any and all defenses to the citation. The Co-Owner may, but is not required, be represented by counsel at the hearing.
8. Following the hearing, the Board of Directors shall meet in executive session to determine whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. Monetary charges may not exceed the lesser of (i) one percent of the Co-Owner's annual assessment; or (ii) \$50.00 for a single offense or \$10.00 per day for any offense of a continuing nature, although the Board reserves the power to increase these maximum sanctions if the Virginia General Assembly enacts legislation in the future that permits the Board to do so. The Council shall treat monetary charges as a special assessment against the Co-Owner's Family Unit. The Board of Directors may also suspend the right of the Co-Owner and the right of such Co-Owner's household, guests, employees, customers, agents, invitees and tenant and the tenant's guests and invitees to use the Common Element facilities for a period not to exceed ninety (90) calendar days for any first time violation of the Condominium Instruments and/or Rules and Regulations or for any period during which assessment, which is more than sixty (60) days past due, remains unpaid. The Board of Directors reserves the right to impose suspension that exceeds ninety (90) days for repeated violations of the Condominium Instruments and/or Rules and Regulations.
9. The Council (through the Board, or the Board's designees) shall advise the Co-Owner of the hearing results in writing delivered by hand or mailed by registered or certified mail, return receipt requested, to the Co-Owner at his or her address of record with the Council within seven (7) days of the date of the hearing.
10. The Board of Directors, on behalf of the Council, reserves the power to hold Co-Owners legally responsible for ensuring that their employees, tenants, guests, agents or invitees comply with the Condominium Instruments or Rules.

11. The procedures outlined in this Section may be applied to all violations of the Condominium Instruments, which include this handbook, but they do not preclude the Council from exercising other enforcement procedures and remedies authorized by the Condominium Instruments or available under Virginia law, 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.

Exhibit "A"

WHITEFORD, TAYLOR & PRESTON L.L.P.

3190 FAIRVIEW PARK DRIVE, SUITE 300
FALLS CHURCH, VIRGINIA 22042-4510

MAIN TELEPHONE (703) 280-9260
FACSIMILE (703) 280-9139

EDWARD J. O'CONNELL, III
PARTNER
DIRECT LINE (703) 280-9266
DIRECT FAX (703) 280-8944
EOConnell@wtpaw.com

BALTIMORE, MD
COLUMBIA, MD
FALLS CHURCH, VA
TOWSON, MD
WASHINGTON, DC
WILMINGTON, DE*

WWW.WTPAW.COM
(800) 987-8705

October 21, 2009

Via Electronic & First Class Mail

Board of Directors
Terrace Towne Homes of Woodlawn Council of Co-Owners
c/o Olivia Dixon-Powers, Community Manager
ProCam, LLC
1422 Portner Road, Suite #5
Alexandria, VA 22314

Re: Insurance Coverage - Property Damages

Dear Board Members:

This letter responds to the question of what property damage insurance coverage must be maintained by the Council in order to comply with the insurance requirements as provided for in Twenty-First section of the Master Deed.

Based on my review of the Master Deed, the Council is required to maintain sufficient property damage coverage for the full insurable replacement value of the Family Units and the General Common Elements. The term "General Common Elements" means the common elements, which includes the limited common elements¹. The term "Family Unit" is defined in the Sixth paragraph of the Master Deed.

¹ See Va Code Ann. § 55-79.40A, as amended (1950), which states:

A. This chapter shall apply to all condominiums and to all horizontal property regimes or condominium projects. For the purposes of this chapter, the terms "horizontal property regime" and "condominium project" shall be deemed to correspond to the term "condominium"; the term "apartment" shall be deemed to correspond to the term "unit"; the term "co-owner" shall be deemed to correspond to the term "unit owner"; the term "council of co-owners" shall be deemed to correspond to the term "unit owners' association"; the term "developer" shall be deemed to correspond to the term "declarant"; the term "general common elements" shall be deemed to correspond to the term "common elements"; and the terms "master deed" and "master lease" shall be deemed to correspond to the term "declaration" and shall be deemed included in the term "condominium instruments." This chapter shall be deemed to supersede the Horizontal Property Act, §§ 55-79.1 through 55-79.38, and no condominium shall be established under the latter on or after July 1, 1974. But this chapter shall not be construed to affect the validity of any provision of any condominium instrument recorded prior to July 1, 1974. Nor shall Article 4 (§ 55-79.86 et seq.) of this chapter be deemed to supersede §§ 55-79.16 through 55-79.31 of the Horizontal Property Act as to any condominiums established prior to the effective date hereof.

Based on the definition of the "Family Unit" in the Sixth Paragraph and the repair, replacement and insurance provisions in the Eighteenth paragraph and Twenty First paragraph of the Master Deed, the insurance maintained by the Council for property damage must be sufficient to cover the expense of repairing and/or reconstructing (if necessary) any damaged Family Units.

The repair and reconstruction work must be substantially in accordance with the same plans, specifications, design and total cubic area pursuant to which such Family Unit was originally constructed, subject to the prior written approval of the Board of Directors, including the walls, floor coverings, staircases, cabinets, windows and window frames, doors, kitchen and bathroom fixtures, and any appliances initially installed by the Developer or in place as of the date that the Unit was conveyed from the Developer to the initial purchaser or any replacements thereof installed by the Developer.

Thus, in the case of a Family Unit that was completely destroyed by fire or other casualty, the cost of reconstructing the Family Unit should be substantially in accordance with the same plans, specifications, design and total cubic area pursuant to which such Family Unit was originally constructed, subject to the prior written approval of the Board of Directors, using substantially similar or comparable building materials (subject to current building code requirements). The Co-Owner would be responsible for any betterments or improvements installed in the Family Unit (e.g. carpet upgrades, wallpaper, walls, additional bathrooms, etc.) and for the loss of personal property (e.g. furniture, clothing, electronics, window treatments, food, etc.).

Finally, the Board of Directors, which basically now acts as the Insurance Trustee² defined in the Master Deed, is charged with the duty of applying, making available and paying the amount received by the Council under such policy or policies to such Co-Owner with such conditions as the Insurance Trustee shall impose in order to assure full restoration or repair of the damaged portions of such Family Unit in a workmanlike manner, free and clear of any mechanics' liens any encumbrances, liens, claims or charges. Thus, the Board, acting in trustee capacity, is responsible for ensuring the insurance proceeds are applied to ensure the damages are repaired in conformance with the requirements of the Master Deed.

The basis for this opinion is set forth below.

The repair, replacement and insurance issues are addressed in the Eighteenth Paragraph and the Twenty First paragraph of the Master Deed. The Eighteenth paragraph states as follows:

² Paragraph C of the Twenty First Paragraph provides that the Insurance Trustee shall be a bank or trust company in Virginia, Maryland or the District of Columbia designated by the Board. The bank or trust company must have a capital surplus and undivided profits of \$10,000,000.00. It has been our experience that most banks will not undertake such obligations. In addition, many of the current condominium documents provide that the Board will act in this capacity.

EIGHTEENTH: That if the property subject to the regime is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided in subparagraph (d) of Paragraph TWENTY-FIRST below.

Paragraph A of the Twenty-First Section of the Master Deed states as follows:

TWENTY-FIRST: (A) The Council of Co-Owners, for the benefit of each Family Unit and each co-owner, shall, as a Common Expense, obtain and maintain at all times, in single or concurrent policies, insurance against loss by fire, with endorsement for extended coverage and additional extended coverage, for the full insurable replacement value (to be determined by a qualified appraiser appointed from time to time by the Council of Co-Owners for such purpose) of the Family Units and the General Common Elements, or such other fire and casualty insurance as the Council of Co-Owners, or its delegate, shall determine gives substantially equal or greater protection to the co-owners, containing a "condominium property endorsement" on the FIRAA form, March, 1966, or as the same may hereafter be amended for each co-owner and the mortgagee of such co-owner; provided, however, that the coverage of any blanket fire insurance policy must be in an amount which is satisfactory to the mortgagees making loans on the individual condominium Family Units.

The premiums for the insurance coverage referred to hereinabove shall be a common expense to be paid by monthly assessments levied by the Council of Co-Owners, shall be held in a separate escrow account solely for the purpose of paying such premiums when they fall due, and shall be apportioned among and assessed to each of the co-owners of Family Units in accordance with his interest in the General Common Elements as established by Paragraph SEVENTH.

Paragraph D of the Twenty-First Paragraph of the Master Deed states as follows:

Except as hereinafter provided and subject to the approval of the mortgagee holding the mortgage covering the Family Unit damaged or destroyed, the Insurance Trustee named in the Condominium Property Endorsement shall receive and hold the amount payable under any of such policy or policies of casualty insurance and apply the same to the cost of reconstruction or

repair of such damaged or destroyed Family Unit and the co-owner of such Family Unit shall be obligated to commence, within sixty (60) days from the date of such damage or destruction, the work of reconstructing or repairing such Family Unit according to substantially the same plans, specifications, design and total cubic area pursuant to which such Family Unit was originally constructed, subject to the prior written approval of the Board of Directors. The Insurance Trustee shall apply, make available and pay the amount received by it under such policy or policies to such co-owner with such conditions as the Insurance Trustee shall impose in order to assure full restoration or repair of the damaged portions of such Family Unit in a workmanlike manner, free and clear of any mechanics' liens any encumbrances, liens, claims or charges. If the cost of such reconstruction or repair shall exceed the amount paid to the Insurance Trustee under the policy or policies as aforesaid, such excess shall be paid by the co-owner, PROVIDED, HOWEVER, that in the event two-thirds or more of the total number of Family Units are substantially damaged or destroyed, a decision not to reconstruct or repair such damage or destroyed Family Units may be made within sixty (60) days of the date of such damage or destruction by the vote of at least two-thirds in interest of the co-owners, cast in person, or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, and in such event the Horizontal Property Regimen shall be considered to be terminated and the property shall be owned as hereinafter provided in the case of termination. If less than two-thirds of the total number of Family Units are damaged or destroyed, it shall be mandatory that such family Units be repaired and restored as aforesaid. (*Emphasis Added*)

The Council is not required to provide insurance coverage for loss of rental income or alternative living arrangements if the Family Unit must be vacated during repairs or the Family Unit was rendered uninhabitable due to fire or other casualty³. Co-Owners can obtain coverage for such events under a personal home insurance policy (type HO-6) that is designed for condominium to protect their personal property and them in the event of fire or casualty. HO-6 typically covers improvements, additions, and other property that is your insurance responsibility under your condo association's guidelines. HO-6 policies may also provide liability coverage similar to that found in a standard homeowners policy. Please note that Co-Owners are not required to purchase such policies; however, we generally recommend that Co-Owners be encouraged to purchase such policies. Note further that the coverage provided by

³ A Co-Owner may take issue with the Council on this issue if the fire or casualty occurs due to the negligence or omission of the Council. I recommend that you speak with the Council's insurance agent to ensure that the Council has sufficient liability insurance in the event such a claim is made by a Co-Owner.

HO-6 policies varies by insurance company so important that a person meet with their agent to determine the best coverage for them given the limits of the master policy.

Please note that paragraph B of the Twenty First paragraph imposes additional requirements relating to the policies purchased by the Council, to which the Board should make every effort to comply. It states:

B. The insurance to be obtained pursuant to subparagraph A shall be governed by the following provisions:

(1) All policies shall be written with a company licensed to do business in the state of Virginia and holding a rating of "AAA" or better by Best's Insurance Reports and a policyholders' rating of "A" or better;

(2) Exclusive authority to adjust losses under policies hereafter in force shall be vested in the Council of Co-Owners or its delegate; PROVIDED, HOWEVER, that no adjustment shall be deemed binding until concurred in by any mortgage affected thereby. Notwithstanding this provision however, first mortgage or deed of trust liens on damaged or destroyed Family Units may be satisfied out of the insurance proceeds, to the extent sufficient for this purpose, at the option of the mortgagee; and

(3) In no event shall the insurance coverage obtained and maintained by the Council of Co-Owners hereunder be brought into contribution with insurance purchased by individual co-owners or their mortgagees; and

(4) Each co-owner may obtain additional insurance at his own expense; PROVIDED, HOWEVER, that no co-owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Council of Co-Owners, in behalf of all the co-owners, may realize under any insurance policy which the Council of Co-Owners may have in force on the Project at any particular time; and

(5) Each co-owner shall be required to notify the Council of Co-Owners or its delegate of all improvements made by the co-owner to his Family Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00); and

(6) Any co-owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such co-owner, shall be required to file a copy of such individual policy or policies with the Council of Co-Owners, or its delegate, within thirty (30) days after purchase of such insurance, and such policy shall meet the minimum limit requirements as to the Family Unit for which it is obtained as outlined in subparagraph A above; and

(7) The insurer shall, in such policy or policies, waive subrogation as to any claims against the Council of Co-Owners, its delegate, the co-owners and their respective servants, tenants, agents and guest; and

(8) The policy or policies so obtained by the Council of Co-Owners shall contain a provision that the said policy or policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more of the individual co-owners; and

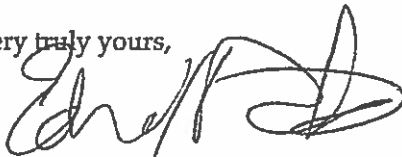
(9) That said policy or policies so procured by the Council of Co-Owners cannot be cancelled, invalidated or suspended on account of conduct of any officer or employee of the Council of Co-Owners, or of its delegate, without a prior demand in writing that the Council of Co-Owners or delegate cure the said defect within a period of ninety (90) days from the time of such written demand; and

(10) That the said policy or policies so procured by the Council of Co-Owners shall provide that they may not be cancelled or substantially modified without at least fifteen (15) days' prior written notice to all of the insureds, including all mortgagees or Family Unit owners, and duplicate originals of all such policies and the renewals thereof together with proof of payment of premiums shall be delivered to all such mortgagees at least ten (10) days prior to expiration of the then current policies.

Board of Directors
Terrace Towne Homes of Woodlawn Council of Co-Owners
October 21, 2009
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Please contact me if you or the Council's insurance agent have any additional questions or if I can be of further assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ed O'Connell, III". The signature is stylized with a large, looping initial "E" and a long, sweeping horizontal stroke at the end.

Edward J. O'Connell, III
Partner

EO:eo

Exhibit "B"



Fire Prevention Division
703-246-4753

**FAIRFAX COUNTY
FIRE AND RESCUE DEPARTMENT**

4100 Chain Bridge Road
Fairfax, Virginia 22030
(703) 246-2126



*Michael P. Neuhard
Fire Chief*

July 28, 2003

Ms. Cynthia D. Addis, President
Board of Directors
Terrace Towne Homes of Woodlawn
8646 Walutes Circle
Alexandria, VA 22309

Dear Ms. Addis:

I have received your letter and the accompanying photographs regarding your inquiry about barbecues in your community. The code section in question is Section F-320.0 of the Fairfax County Fire Prevention Code. The controlling factor with regard to whether or not this particular section applies is the type of building, not the type of ownership.

The question arose back in the 1970s when some people assumed that "apartment" implied "rental," and because they owned their units (condominiums), the code prohibiting barbecues did not apply. The inclusion of condominiums was intended to clarify that the prohibition applied to both garden and high-rise apartment-type buildings, regardless of whether the individual units were rented or owned.

The converse is also true. The code section concerning barbecues does *not* apply to single-family dwellings, duplexes, or townhouses, regardless of whether they are rented or owned. I checked with the Department of Public Works, and staff confirmed that your units are townhouses; therefore, the code section prohibiting barbecues within 15-feet is not applicable.

If you have other questions or if I can be of further assistance, please contact me at 703-246-4753.

Sincerely,

John S. White
Battalion Chief
Fire Prevention Services Section

cc: Deputy Chief Glenn P. Benarick, Fire Prevention Division
Captain II Anne Tennant, Inspections Branch
Captain I Kerwin McNamara, Inspections Branch
Captain I Steven Weissman, Inspections Branch

Exhibit "C"

Terrace Towne Homes of Woodlawn

Owner - Tenant Registration Form

This form must be completely filled out and returned to the Association's current Management Company for the unit file.

Property Address _____ Walutes Circle

Owner Name(s) _____

Owner(s) complete Mailing Address

Owner Home Phone (_____) _____

Owner's E-Mail Address _____

Tenant's Name(s) _____

Tenant's Home Phone (_____) _____

Tenant's E-Mail address _____

Full names of all residents living at the above property address:

In Case of Emergency contact:

Name _____

Telephone (Home) _____ (Work) _____

Address _____

Printed Name: _____ Date: _____

Signature: _____

Forms

**TERRACE TOWNE HOMES OF WOODLAWN
ARCHITECTURAL MODIFICATION REQUEST FORM**

**Please return this completed form and all pertaining documents to:
Terrace Towne Homes of Woodlawn's current Management Company
One copy reflecting the action taken by the Board will be returned to you for your records.**

Name of Owner: _____

Unit Address: _____

Telephone Numbers: (H) _____ **(W)** _____

In reference with the Rules of Conduct referred to in the Bylaws covering the property described above, I/we hereby apply for written consent to make the following modification(s).

Description & Diagram of Modification Requested: Please include a description of the change and a list of the materials that will be used and diagram (sketch or picture if appropriate) of the modification being requested. If more space is needed, please attached a separate sheet.

Acknowledgement by all adjacent property owners is needed. Their signature (contained below) indicates an awareness of intent and does not constitute approval or disapproval. Include an additional sheet if necessary.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Owner's Acknowledgement: I/we understand that:

- 1. Material herein contained shall represent alterations, which comply with the zoning and building codes of Fairfax County, to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of such ordinances. The owner is responsible for obtaining all necessary building permits Prior to commencement of construction.**

responsible for obtaining all necessary building permits Prior to commencement of construction.

2. No work shall commence until the owner has received written approval for the Board of Directors. Any construction or exterior alteration before approval of this application is not allowed and that, if alterations are made, I/we may be required to return the property to its former condition at my/our own expense; and that I/we may be required to pay all legal expenses incurred.
3. Approval is contingent upon all work being completed in a workmanlike manner. Members of the Board of Directors or the Management Agent may make routine inspections at their discretion.
4. This is subject to restrictions in the Bylaws and Rules of Conduct and review process as established by the Board of Directors. Any variation from the original application must be resubmitted for approval.
5. I/We acknowledge and agree that I/we will be solely liable for any claims, including without limitation, claims for property damage or personal injury, which result from the requested modification. I/We accept responsibility for all maintenance, repair and upkeep of said modification.

Signature of Owner

Date

Signature of Owner

Date

ACTION BY THE BOARD OF DIRECTORS

Date received by the Association: _____

Approved as Requested: Yes No

Approved Subject to the following Conditions/Provisions:

Disapproved for the following Conditions/Reasons:

Verbal/Written notification to Homeowner on: _____

Signature of Board Member

Title

Date

Terrace Towne Homes of Woodlawn

Satellite Request Form

Mail or Fax your application and any supporting documentation to:

Terrace Towne Homes of Woodlawn's current Management Company

In order to expedite your application, please review the guidelines and include any supporting documentation for your particular request. Please be advised that applications are reviewed by the Board of Directors within seven (7) days of receipt of the application. You will be notified within ten (10) days of receipt of the application. Please attach additional sheets if necessary.

APPLICATION FOR SATELLITE DISH INSTALLATION:

Unit Owner's Name: _____

Unit Address: _____

Daytime Phone: _____ Evening Phone: _____

DESCRIPTION OF REQUEST:

Please give a brief description of the dish, including type, size and proposed location, include any supporting documentation.

Please indicate supporting documentation attached to this application:

Catalogue Picture/Brochure Photographs
 Sketches/drawings Other: _____

I acknowledge and agree that I will be solely responsible for any claims, including without limitation, claims for property damage, or personal injury, which result from this request. I hereby indemnify the Association from and against any and all applicable codes and ordinances and for obtaining all necessary permits and inspections, further that I am responsible for all the maintenance, repair and upkeep of the satellite dish.

Signature

Date

Action taken by the Board of Directors

Approved as requested
 Approved: subject to the following conditions: _____

Disapproved for the following reasons: _____

Board Official

Date

Terrace Towne Homes of Woodlawn - Vehicle Registration Guidelines

UNIT # _____
Owner or Renter .



Parking permits are required on ALL vehicles parked on Walutes Circle between 10 p.m. and 6 a.m. or the vehicle will be towed.

Any vehicle, including motorcycle(s), parked on the property between 10 p.m. and 6 a.m., without a valid pass (Permanent Pass Parking Sticker, Hang Tag Pass or a Temporary Visitor Pass), will be towed at the vehicle owner's expense.

Beginning July 1, 2017, new 2017 parking permits are required for all vehicles (including motorcycles) parked past 10 p.m. or overnight. Each resident must submit a completed Vehicle Registration Form, Utility Bill or Lease to prove on-site address, Driver's License and a copy of their current, valid state vehicle registration(s) to Burke Community Management Corp. office to obtain a parking pass(s). To be eligible to receive a parking pass, a resident must own the vehicle(s) and must be in compliance with all Fairfax County and State of Virginia motor vehicle requirements and regulations. Active duty military residents must provide proof of military status to qualify vehicle(s) that are not registered in Virginia. New residents are required to show proof of Virginia residence to receive a parking pass. (In accordance with Fairfax County regulations, new residents or those registering a motor vehicle for the first time, must register their vehicle within 60 days after purchase or entry into Fairfax County).

Passes are for current residents whose vehicles have valid registrations ONLY. NO EXCEPTIONS. A copy of a valid state registration(s) MUST be provided yearly to maintain a parking pass. Renters must return passes to your Owner/Landlord when you move or they will be deactivated and the owner will be charged. Prices are subject to change without notice. A temporary hang tag will be issued for 60 days to allow time to be compliant with Fairfax County**/VA* regulations. (*Title and register your vehicle and obtain Virginia license plates within 30 days of moving to Virginia. License plates must be displayed on the front and rear of the vehicle. **Vehicles purchased or moved into the county must be registered within 60 days of the purchase or move-in date.)

If you lease your unit, you must provide the name(s) of the current resident(s) of your unit to the Management office. If the resident(s) change, you must provide the Management office the new resident(s) name(s). Renters must return passes to owners/landlord at lease termination. The cost of any replacement passes will be charged to the unit owner(s).

As stated in the By-Laws of our community, there are 1.5 parking spaces per unit. A parking permit DOES NOT guarantee a parking space on the property. NO PARKING ALLOWED at the yellow-painted curbs-these areas may be used only for short-term activities (no more than 15 minutes) and the vehicle's hazard flashers must be activated or you may be immediately towed.

Due to our limited number of parking spaces each Unit will ONLY receive one (1) pass for each car legally registered (maximum of two cars) plus one additional pass. No unit will be issued more than a total of three (3) permanent passes. (This is a total of either two (2) permanent parking stickers and one (1) hang tag OR one (1) permanent parking sticker and two (2) hang tags. Replacement of a lost permanent parking sticker is \$75 and replacement of a lost permanent hang tag is \$75. Prices subject to change without notice. Passes are NON-TRANSFERABLE between Units.

Temporary visitor passes should be requested one week in advance, using the vehicle registration form and checking the "temporary" box. Send all required documents to Burke Community Management Group.

Parking permits will not be issued to vehicles with altered, invalid, or missing proof of state registration. An illegal vehicle is any that no longer functions, does not have current Virginia tags/Inspection Sticker, or is used for commercial use. Commercial vehicles are any that make reference to any type of business or service either by signage (lettering on the vehicle or advertisement attached to the vehicle or by visible evidence that the vehicle is engaged in a business) or service for hire as indicated by the nature of the materials carried either in it or on the vehicle (ladder racks, truck beds, vans or station wagons filled with items, paint, building materials or miscellaneous tools of the owner's trade).

You are responsible for removing your permanent sticker pass(es) if you sell your vehicle or have your windshield replaced. If damaged when removed, you may exchange the damaged pass for a new one. If you DO NOT remove the pass, you must pay for a replacement(s).

You may use the permanent sticker and hang tag, if you own two vehicles. You must request a temporary visitor pass for any visitor(s) staying after 10 p.m. or overnight, or if your car is in a repair shop and you have a rental car.

I have read the information above and agree to comply. I/We understand that individuals found to be falsely acquiring or distributing parking pass(es) may have all parking privileges revoked immediately and indefinitely.

Printed Name

Signature

Date

BURKE COMMUNITY MANAGEMENT GROUP
10494 Business Center Court, Manassas, VA 20110
Office 703-361-9014 Fax 703-330-5254
www.burkecmg.com office@burkecmg.com

**Terrace Towne Homes of Woodlawn
Vehicle Registration Form**

Please fill out form completely, printing clearly, and return to Burke Community Management Group, 10494 Business Center Court, Manassas, VA 20110, Email: office@burkecmg.com Fax: 703-330-5254. Make checks payable to Terrace Towne Homes of Woodlawn and note Parking Pass in memo field.

Permanent Sticker Pass (\$75.00) <input type="checkbox"/>		2 nd Permanent Sticker Pass (\$75.00) <input type="checkbox"/>	
Include a copy of your state vehicle registration(s). Permanent passes are ONLY valid on the vehicle pass to which it is registered.			
Hang Tag Pass (\$75.00) <input type="checkbox"/>		2 nd Hang Tag Pass (\$75.00) <input type="checkbox"/>	
Temporary Visitor Pass Request (free) <input type="checkbox"/> Please fill in Temporary Section** below.			
Vehicle Information			
Vehicle Owner Name (Last)		(First)	(MI) (Suffix, ex. Sr., Jr., III)
Vehicle Co-Owner Name (Last)		(First)	(MI) (Suffix, ex. Sr., Jr., III)
Street Address Walutes Circle	City Alexandria	State Virginia	Own <input type="checkbox"/> or Rent <input type="checkbox"/> if yes, fill in Unit Owner Section* Telephone - () - Alt. phone (In case of emergency) - () -
License Plate State & Number (ex. VA XYZ-987) <input type="checkbox"/> Military	Vehicle Make (ex. Honda, Chevy, Ford)	Vehicle Year & Model (ex. Civic, Cavalier)	
License Plate State & Number (ex. VA XYZ-987) <input type="checkbox"/> Military	Vehicle Make (ex. Honda, Chevy, Ford)	Vehicle Year & Model (ex. Civic, Cavalier)	
*Unit Owner(s) Name [Landlord's name]			*Unit Owner(s) Telephone
* Unit Owner Address		City	State and Zip Code
STATEMENT: I/We certify that all information herein is true and correct. I/We request this(ese) parking pass(es) as an owner/renter living ON-SITE and agree to follow all TTHW parking rules and regulations, certify the vehicle(s) is/are in compliance with all state and local laws and regulations, and is not for commercial use. <u>I/We understand that individuals found to be falsely acquiring or distributing parking pass(es) may have all parking privileges revoked immediately and indefinitely.</u> Passes must be returned to your Landlord/Owner when you move or they will be charged and it will be deactivated. Prices subject to change without notice.			
Vehicle Owner Signature			Date
*Unit Owner/Landlord Signature			Date
If the owner/landlord cannot sign this form, we need a written authorization from them attached to this form.			
Temporary Visitor Pass Request Information Example of Duration Jan. 9 – Jan. 14, 2017			
**Temporary Pass Visitor Name (vehicle registration not required) Visitor of Unit Name & Unit # Duration of Visit			
This section to be completed by the Office Only Signature of Personnel _____			
1 st Permanent Pass Sticker # Issued	1 st Hang Tag Pass # Issued	2 nd Perm. Pass Sticker Or Hang Tag # Issued	
Replacement Perm Pass Sticker # Issued	Replacement Hang Tag Pass # Issued	Any violation(s) – Date parking privileges revoked	