

PARK TOWERS

The Condominium of "4,11s Church

**Rules & Regulations
Resolutions**

**RULES AND REGULATIONS
OF
PARK TOWERS CONDOMINIUM
UNIT OWNERS ASSOCIATION**

INTRODUCTION

While certain policies and rules might be adopted, our ability to enjoy living in this environment depends on the consideration and cooperation of all residents. That consideration and cooperation should recognize that there are a wide variety of work and personal schedules and an equally wide variety of personal tastes. All residents are urged to apply a standard of reasonableness to both the offense and its frequency, and to the level of discomfort it brings to you, and to make every effort to deal personally with the offending party in a neighborly, friendly, and considerate manner before bringing a complaint to management. Respondents of complaints should, accordingly, receive complaints in a receptive and reasonable manner, and make every effort to be sensitive to the rights of the requester. If respect and tolerance for these differences are observed, there should be little need for more formal or enforcement measures.

Park Towers Condominium Unit Owners Association

RULES AND REGULATIONS

GENERAL

1. Park Towers Condominium Unit Owners Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by a Policy Resolution of the Board of Directors.

2. All references in these Regulations to "unit owners" shall be equally applicable to the owner or tenant of any unit, to such owner's family, servants, employees, agents, visitors and to any guests, invitees or licensees of such unit owner or tenant. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the managing agent when the managing agent is acting on behalf of the Association.

3. The unit owners shall comply with all the Regulations hereinafter set forth.

4. Section 55-79.53 of the Condominium Act charges all Owners and Tenants or any other persons authorized to occupy a unit with compliance with all lawful instruments and that "any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the unit owners' association, or by its executive organ or by any managing agent on behalf of such association, or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action."

5. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder, at any time by resolution of the Association or the Board of Directors.

RESTRICTIONS ON USE

6. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Other than any unit designated by the Board of Directors for non-residential use, each unit shall be used only as a private residence.

7. Nothing shall be done or kept in any common elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in the unit or on the common elements which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any unit or storage area. No waste shall be committed on the common elements.

8. Most types of garbage should be disposed of in the kitchen garbage disposal unit. Garbage consisting of material which is difficult to process through a garbage disposal (such as corn cobs, husks, fibrous vegetables, seeds, etc.) should be drained, packaged and disposed of, along with trash and any materials required by state or city law to be recycled, in the proper receptacles designated for collection. No unpackaged garbage shall be placed in the trash chutes. No garbage or trash shall be placed elsewhere on any common element. Disposal of bulk items (e.g., mattresses, furniture, appliances, etc.) shall be the responsibility of the unit owner. If arrangements for disposal can be made with the Association contractor through the Resident Manager, expenses thereof will be borne by the owner. If such arrangements cannot be made, the Association assumes no responsibility for disposal, and all arrangements for, and the cost of, such disposal shall be the responsibility of the unit owner.

9. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building, nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board of Directors.

10. No improper, unlawful, noxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other unit owners or occupants.

11. Except for non-residential uses permitted by the Board, no unit shall be used for other than housing and the related common purposes for which the Property was designed. No unit shall be used or rented for transient hotel or motel purposes, or in any event, for an initial period of less than six months. (Further provisions with respect to leasing are enumerated in Bylaw 5.8.a6) . No signs, advertisements or posters of any kind are permitted in or on the Condominium except that the Board of Directors, Managing Agent, Owner, or a Mortgage Lender may display signs no larger than one foot by two feet in unsold or unoccupied units

12. No unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry, patio or balcony of such unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or other items. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas or other items be installed by the unit owner beyond the boundaries of the unit. A unit owner may, however, use a central television antenna provided as a part of the unit. No clothesline, clothes rack or any device may be used to hang any items on any window, patio or balcony, nor may such devices be used anywhere on the common elements. No bird feeders may be placed on any window, patio or balcony, or anywhere on the common elements. Patios and balconies shall not be used as storage areas. No alteration or addition may be made to any unit or to the limited common elements except as provided by Policy Resolution No. 7.

CONSIDERATION IN USE OF COMMON ELEMENTS

13. All persons shall be properly attired in street clothing, including shoes, when appearing in any common areas of the Property including stairwells, community rooms and any other public spaces of the Condominium. Persons wearing bathing suits must cover them when appearing in any of the common elements except for the pool area.

14. Loitering in the lobby, at any of the building entrances, or on any portion of the property is not permitted.

15. Except in the recreational areas designated as such by the Board of Directors, no playing or lounging shall be permitted, nor shall baby carriages, bicycles, wagons, skateboards, toys, chairs, or other articles of personal property be left unattended in common areas of the building, stairwells, building entrances, parking areas, sidewalks, lawns or elsewhere on the common elements.

16 Eating, drinking of any beverages, smoking or the carrying of any lighted tobacco products is prohibited on any of the interior common elements with the exceptions of the inner office and the Community ("Party") Room when used for a private function.

17. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. No portion of the common elements shall be decorated or furnished by any unit owner in any manner. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The sidewalks, building entrances, and stairwells shall be used for no purpose other than for normal transit.

18. The planting of trees, shrubbery and crops of any type is prohibited anywhere on the common elements. The planting of plants and flowers is permitted only with the prior written consent of the Board of Directors.

19. No fences may be erected around or on the common elements.

CONSIDERATION IN USE OF UNITS

20. A reasonable occupancy standard shall be maintained in each unit. Units shall not be occupied by more than two (2) per bedroom, per unit. Provided, however, that no Owner who qualified at the time of the acquisition of the Unit by such Owner shall be required to move by reason of occupancy of the Unit by a child or children born to or adopted by the Owner after occupancy commences. Bedrooms are considered to be only those rooms identified as such on the sample floor plan included with the public offering statement prepared at the time of conversion. A bedroom is defined as any room containing over 75 square feet of space, which does not have, or did not originally have, direct access to the unit kitchen or a common element, and does not contain plumbing fixtures. Occupancy shall be controlled by section 5.8(a) of the Bylaws.

21. Each unit owner shall keep the unit, its equipment, and appurtenances in good order, condition and repair and in a clean condition. Unit owners shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows, patios or balconies thereof, any dirt or other substance.

22. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of servicing any resulting problems and of repairing any damage resulting from misuses of any such apparatus shall be borne by the unit owner causing such damage.

23. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

24. The installation of additional major appliances in any unit is prohibited unless prior written approval is received from the Covenants Committee. Such prohibited appliances include, but are not limited to, washing machines, dryers, refrigerators, freezers, and additional dishwashers. Replacement of existing major appliances with same or comparable equipment is permitted.

25. Draperies, curtains, and/or venetian blinds (mini or maxi) must be installed by each unit owner on all windows of the unit and must be maintained in good condition at all times. Vertical blinds are not permitted. Any portion of the window dressing which is visible from the exterior of the building must be ivory or white. Materials, including books, papers, magazines, etc., shall not be stacked on windowsills. Windowsills may be used for plants, figurines, and other decorative objects in reasonable numbers.

26. Persons should use or operate any radio, musical instruments, stereo, CD player, television, or other machine or device producing or reproducing sound in such a manner as not to create a noise disturbance. A noise disturbance is defined as any sound which annoys or disturbs a reasonable person of normal sensitivities or exceeds the applicable maximum permissible sound levels as they appear in the Falls Church City Code.

Quiet Period: The time periods between 11:00 p.m. and 8:00 am will be observed as quiet periods, with the exception of Friday, Saturday and legal holidays when the quiet period will start at midnight. A quiet period means that noise will not be audible beyond the walls of the unit.

27. Fuses should be replaced with only those fuses of the type, class and ampere rating specified, in accordance with the Association-provided diagram affixed inside fuse box door. No person shall attempt to bypass the fuse.

28. Unit doors opening into corridors shall be kept closed and secured at all times except when in use. Windows and patio or balcony doors must be kept closed while the air conditioning is in use within the unit in order to prevent condensation from forming in the unit's cooling mechanism, and causing damage to carpets, floors and walls.

29. Sufficient carpeting or rugs, together with padding, shall be maintained in order to adequately reduce transmission of sound between units. In any event, a minimum of 80% of the floor surfaces of each unit (exclusive of kitchens, bathrooms or closets) shall be so covered by carpeting or rugs. Ground floor units are excluded from this provision.

ENTRY INTO UNITS

30. The Association or managing agent shall not cause a master key system to be used for units in the Condominium; however, each unit owner shall provide to the Association or the managing agent a working copy of any key(s) required to gain entry to his or her unit, and the Association or managing agent shall have the right to keep such keys to any unit. These keys ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or managing agent in a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the common elements or other units. The Association or managing agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to ensure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a unit for purposes other than those noted above. Unit owners may provide to the Association or managing agent an additional working copy of any key(s) to a unit for non-emergency entry ("convenience keys"). Such keys shall be similarly coded and secured and released only upon written authorization of the unit owner. No unit owner shall alter any lock or install additional locks, or a knocker, or a bell or any other fixture on any doors of a unit without the prior written consent of the Board of Directors.

31. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or unit in the building with the written permission of the unit owner at any reasonable hour of the day (except in ease of emergency in which case entry may be immediate and without such permission) for the purpose or exercising and discharging their respective powers and responsibilities, including without limitation inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. In all instances when such aforementioned tasks are performed by a person (or persons) not part of the management staff, such person(s) shall be accompanied at all times by a member of the management staff

32. Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a unit owner. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the unit owner assumes the sole risk therefor and the unit owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a unit owner's unit will not be accepted.

LOCK-OUTS

33. The Resident Manager or Maintenance Engineer will be available for after-hour lockouts based on the following fee:

6:00PM to 11:00PM - \$10.00 per lock-out
11:00PM to 9:00AM - \$20.00 per lock-out.

Moneys are to be paid to the person admitting you. No exceptions will be permitted.

BUILDING SECURITY

34. Each unit occupant is requested to assume personal responsibility for the secure closing of all entrance doors and storage room doors, making sure that these doors close behind him or her. No open door may be left unattended. Report any malfunction to the Resident Manager immediately.

35. Each unit occupant should take reasonable precaution to prevent strangers or unidentified persons from following him or her through a locked door.

36. No one shall prop open, or prevent from locking, any door to any entrance of the building.

37. Each unit occupant should inform all guests that their entrance must be gained either by use of the Entraguard® system, or other arrangement with the person they are visiting.

38. Each unit occupant is expected to require all callers to identify themselves to the full satisfaction of the resident before releasing the front door latch.

39. When a key for a specific person or repairman, i.e., telephone company, is needed, the unit occupant must deliver to the Resident Manager a copy of his or her unit key properly identified rather than request the Resident Manager to furnish an extra key.

40. Solicitors are not permitted. If any unit owner is contacted by a solicitor on the Property, the managing agent must be notified immediately.

STORAGE

41. No personal property may be stored on the common elements except in storage areas designated as such by the Condominium Instruments or by the Board of Directors. All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Should an employee of the Association, or of its managing agent, handle or store any articles, then, and in every such case, such employee shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection herewith.

Property in any unassigned locker or aisle will be removed with reasonable notice--to the last known address of the owner by regular mail and one week posting on the mail room bulletin board--and disposed of at the sole risk of the owner. The Board, its agents and employees shall not be liable for any loss from disposal of such property.

BIKES

42. Residents' bicycles shall be brought into or taken out of the building only through the lower lobby rear entrance. Bicycles may not be stored on balconies or patios. A storage room with bike racks is provided on the lower level for those who wish to store their bikes at the sole risk of the owner. Owners must provide their own locks. The Association shall not be responsible or liable for loss, theft or damage to bicycles stored at the Condominium.

PARKING

43. Parking is not permitted in the driveway in front of the building. This area is a city-designated fire lane and vehicles are subject to fines and towing at owners' risk and expense.

44. Residents' vehicles must display a Park Towers decal on the rear bumper of their vehicle. This decal may be obtained from the Resident Manager at no cost.

45. Should an employee of the Association or of its managing agent, at the request of a unit owner move, handle, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed to be the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

46. All vehicles shall be parked wholly within parking space lines.

47. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common elements.

48. Except in areas designated by the Board of Directors, vehicle service and repairs other than: 1) emergency maintenance, 2) ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements), and 3) normal cleaning (in areas designated by the Board) are not permitted on the common elements. No owner or any other person shall dispose of hazardous materials or petroleum products anywhere related to the Condominium. All vehicles that are leaking fluids other than water shall be repaired promptly.

49. Trailers, house trailers, campers, recreational vehicles, boats, or other large vehicles may not be parked in the Common Element area.

50. No vehicle shall be parked on the Condominium with signs advertising the sale of the vehicle attached.

51. All unit owners shall observe and abide by all parking and traffic signs and regulations posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulation may be towed away at the unit owner's sole risk and expense.

52. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a unit owner, any member of such unit owner's family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of

state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

RECREATIONAL AND COMMON FACILITIES

GENERAL

53. All persons using any of the recreational or common facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No unit owner shall make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such common facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.

54. Any damage to the building, recreational facilities, or other common elements or equipment caused by a unit owner shall be repaired at the expense of the unit owner.

55. No barbecue grills, charcoal or gas, or other cooking apparatus may be used on balconies, patios or grounds of the Condominium.

56. Residents may sit outside only on the grassy area in the rear adjacent to the pool area where two benches are provided for this purpose, and in the pool area when a lifeguard is on duty. Residents may bring their own folding chairs to this area, but they must remove them on leaving.

57. Sunbathing is not permitted anywhere except in the swimming pool area, when it is open, and when a lifeguard is on duty.

SWIMMING POOL

60. A pool pass is required for access to and use of the swimming pool. Pool passes are available at the Association office to all residents. No pool pass will be issued to non-residents. Pool passes will not be issued to residents of units that are delinquent in the payment of condominium assessments and any related costs. Pool passes are not transferable. Pool passes must be available at all times when using the swimming pool, and presented upon request. Additional pool rules are distributed at the beginning of each pool season. (See attachment for current rules.)

COMMUNITY 1 ("PARTY") ROOM

59. Use of the Community Room ("Party Room") is by reservation only, and is intended for use by the Association, its members, tenants and their invited guests, and not for commercial or profit-making activities, or for political functions open to the general public.

A \$25.00 deposit is required at the time of reservation. A key may be obtained from the managing agent no earlier than 24 hours prior to the event, and must be returned the morning subsequent to the event. The deposit will be returned after an inspection is made to determine that the room was left in substantially the same condition of cleanliness as it was obtained.

Decorations may only be affixed to the wall or ceiling so that when removed the wall and the ceiling are in their original condition.

All trash must be bagged and removed to the cans located in the Incinerator Room, and all recyclables must be placed in the appropriate receptacles.

The sink, stove top (if used) and counters should be clean, and all food should be removed from the refrigerator. The room should be restored to its original condition not later than 10:00 a.m. of the following morning.

The unit owner needs to arrange for the admittance of all arrivals. A buzzer in the Community ("Party") Room announces the arrival of guests at the front lobby door. Under no circumstances shall anyone prop open a door--front or rear--for ingress into the building.

At no time during the use of the Community ("Party") Room should any noise reach a level where it will disturb residents.

Use of the Community ("Party") Room should end by midnight unless prior consent for a later time is given by the Resident Manager.

The unit owner is responsible for seeing that his/her guests leave the building and the parking lot with a minimum of noise.

SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES

60. In addition to all other rights which the Board of Directors has for non-payment of assessments, the Board of Directors of the Association shall have the right to bar the use by a unit owner of any of the recreational facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws of the Condominium.

Use of Recreational Facilities may also be suspended for failure to comply with any of the Association's governing documents or these Rules and Regulations.

LAUNDRY ROOMS

61. The washing machines and dryers are for the use of the resident's household members, are intended solely for their personal laundry, and are not for commercial use. Additional rules, including hours of operation, are posted in each laundry room, and should be observed.

BULLETIN BOARDS

62. Mail Room: Notices of general interest may be given to the Resident Manager for posting-approval. Notices must be dated, and placed on a 3x5 or 5x8 card. Management shall that notices are removed within three weeks unless resident requests and receives permission from the management for an extension of time. Due to space limitation, the Board of Directors reserves the right to preempt space for official Association notices.

Lower Lobby: Notices may be placed here without prior approval of management. The Board of Directors reserves the right to remove objectionable items.

PETS

63. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind shall be prohibited within any residential unit, or upon the common elements. Exceptions to this prohibition are those pets used to accommodate the disabled which shall mean, as defined by the Virginia Condominium Act, a person suffering from a severe chronic physical or mental impairment which results in substantial functional limitations. Those persons wishing to use this exception shall, in advance, provide the Association with information which includes type of animal, certificate of training, and its intended use to the disabled person, in order that the Association can properly determine the permissibility of the animal at the Condominium.

MOVING AND USE OF FREIGHT ELEVATOR

MOVING

64. Move-ins, move-outs, and in-house moves requiring the use of the elevator are restricted to the hours between 9:00 a.m. and 5:00 p.m., Monday through Saturday, excluding holidays. A \$100.00 non-refundable move-in fee is to be paid in advance to the resident manager by all persons moving in, whether they employ professional movers or not.

No person shall be allowed to move in or out of the building without first depositing a \$100.00 cash damage deposit with the Resident Manager. This deposit is separate and distinct from the move-in fee and shall be paid by any person moving furniture, large bulky items or any other material that is likely to damage the elevator, hallways or other portions of the common elements. The damage deposit shall be deposited in the Association's account. Any damage to the building caused by the depositor or persons working with the depositor shall be repaired from the funds on deposit. Any balance above any amount charged for damages and/or repair thereof shall be refunded to the depositor by mail at the depositor's current address. Such deposit shall not limit the Association's recourse for damages caused by the move. The Association reserves the right to recover damages from any party responsible for causing such damage. Residents shall obtain a certificate of insurance from their selected professional mover and shall present that certificate to the Resident Manager along with their damage deposit.

All moves must be scheduled through The Resident Manager's office well in advance of the move date to avoid conflicts with use of the freight elevator and the loading zone. All moves into and out of the building must be made through the rear entrance only; however, a resident whose unit has an outside ground-level entrance may use his or her private entrance for moving.

Only the freight elevator, and only the service (rear) entrance may be used for moving; however, a unit owner whose unit has an outside ground level entrance may use his or her private entrance for moving.

Trailers, trucks and vans shall be left in such a way that they may be moved promptly to enable the ingress and egress of other traffic, including emergency vehicles.

No use of the freight elevator, whether for moves in or out of the building, or for moves within the building, may be made without notice to the Resident Manager so that the freight elevator may be padded and the key used to lock the elevator open.

The Resident Manager will hang the padding in the service elevator (the one with front and rear doors) for the use of the person moving. Any use of the freight elevator without such padding or use of the key may cause damage to the elevator.

The Resident Manager will have inspected the hallways which will be used during the move, and will know the condition of these hallways, as well as that of the elevator. Please do not lean anything against the walls or put articles on the hallway furniture.

In the event that furnishings need to be left in the hall or entryway to facilitate packing of either a vehicle or the elevator, please leave a passageway for other residents who must use those areas. Neither the Condominium Association nor the managing agent will assume liability for any items left unattended in a common element.

The shopping carts located in the service lobby are available for use during a move. They must be returned to the same location when you have finished with them.

Each person moving in or out is responsible for the proper and immediate removal of trash, debris, crating or boxes related to that person's move-in or move-out.

Anyone with a problem concerning his or her move, or whose move needs to extend beyond the allowable time of 5:00 p.m., should speak with the Resident Manager to see if an accommodation can be made.

The unit occupant or his or her representative will sign for an elevator key on a copy of this rule as indicated below, and leave his or her driver's license at the front desk while the key is in his or her possession.

All persons moving in or out shall sign a Move Request Form similar to the attached form or such other form as the Board of Directors shall promulgate from time to time (copies of which shall be available from the Resident Manager).

If you have any questions regarding the instructions listed above, please ask the Resident Manager for clarification.

USE OF FREIGHT ELEVATOR FOR DELIVERIES

65. Only the freight elevator, and only the service (rear) entrance may be used for delivery of large articles. No such delivery may be made without prior notice to the Resident Manager so that the elevator may be padded, and the key obtained to lock the elevator open during the delivery.

A unit owner whose unit has an outside ground level entrance may use his or her private entrance for deliveries.

ASSOCIATION

66. All charges and assessments imposed by **the** Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office by check or money order, payable to the Condominium. Cash will not be accepted.

67. Complaints regarding the management of the Condominium shall be made in writing to the managing agent or the Board of Directors. No unit owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee, agent or contractor of the management or of the Unit Owners Association, with respect to Association duties.

68. Complaints regarding the actions of other unit owners shall be handled in accordance with the provisions of Policy Resolution No. 5.

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 1
BOOK OF RESOLUTIONS**

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association;

WHEREAS, there is a need for the Board to keep a record of the actions and decisions taken in the performance of its duties; and

WHEREAS, it is the intent of the Board to maintain a record of its decisions in addition to the customary Book of Minutes.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors shall create a Book of Resolutions which shall be an orderly and indexed record of the resolutions adopted by the Board, and the Covenants Committee, and of the Rules and Regulations promulgated by the Association.

I. CLASSIFICATION OF RESOLUTIONS

The resolutions of the Board shall be classified as follows:

A. "Policy Resolutions" means resolutions adopted by the Board which specifically relate to the long-term governance of the Association, including without limitation actions affecting the property rights, obligations and equity of both the Association and the individual Owners.

B. "Administrative Resolutions" means those resolutions adopted by the Board which deal with the internal operation and structure of the Association including, without limitation, resolutions adopted with respect to financial procedures and committee terms of reference.

C. "General Resolutions" means those resolutions adopted by the Board with respect to specific expenditures, single task actions, and other matters which have no continuing, far-reaching or precedent-setting implications.

D. "Special Resolutions" means (1) resolutions adopted by the Board or the Covenants Committee with respect to questions of compliance by an Owner or Resident with the provisions of the Condominium Act, the Condominium Instruments, or the Book of Resolutions; and (2) resolutions adopted by the Covenants Committee in the course of issuing an interpretation of the Condominium Instruments pursuant to Section 3.18 of the Bylaws.

H. FORMAT OF THE BOOK OF RESOLUTIONS

The Book of Resolutions shall contain a separate section for each classification of resolution herein described. Policy, Administrative, General and Special Resolutions shall be recorded in Sections I, II, III and IV of the Book of Resolutions, respectively, and shall be in the form of Exhibit A, and shall be attached to the minutes of the meeting at which they are adopted. An alphabetical index of resolutions and an index to such resolutions by topic shall appear at the conclusion of the Book of Resolutions.

III. DEFINITIONS

The Book of Resolutions shall incorporate by reference thereto all definitions contained in the Condominium Act and the Condominium Instruments. The terms defined below are also used in this Book of Resolutions:

A. "Act" or "Condominium Act" means Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended.

B. "Managing Agent" means the person or firm hired by the Board of Directors on behalf of the Association, pursuant to Section 3.2 of the Bylaws.

C. "Majority Vote of the Board" means a simple majority (more than fifty percent) of the votes actually cast by directors at a duly held meeting at which a quorum is present.

D. "Owner" or "Unit Owner" means a record owner of a Unit. The term shall not include any person or persons holding an interest in a condominium unit solely as security for a debt.

E. "Resident" means a person actually residing in a Unit.

F. "Tenant" means a person who resides in a Unit pursuant to a lease from an Owner. Owner.

IV. FORMAT OF RESOLUTIONS

The format of resolutions and record of Board actions thereon shall conform to the format set out on the attached Exhibit A.

V. RESPONSIBILITY

The Secretary shall be responsible for maintaining the Book of Resolutions and promptly providing the Owners and Tenants with appropriate notice of any additions or changes thereto.

VI. INSPECTION

The Book of Resolutions shall be available for inspection upon request by any Owner, Tenant or Mortgagee at the office of the Managing Agent during normal business hours.

VII. CONFLICTS

If there is a conflict between the provisions contained in the Book of Resolutions and those in the Condominium Act, the Declaration or the Bylaws, then the provisions of each shall control in the following order; the Condominium Act, the Declaration, the Bylaws and the Book of Resolutions.

VIII. SEVERABILITY

The invalidity of any portion of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Book of Resolutions.

IX. APPLICABILITY

Any reference made herein with respect to actions taken by the Association shall include the Managing Agent where the Association has delegated its authority to take such action to the Managing Agent.

X. COMPLIANCE

All Owners, their households, tenants, employees, guests, licensees and invitees shall comply with the provisions of the Book of Resolutions.

XI. ENFORCEMENT

The Association, Declarant, any successor Declarant, any Owner or Tenant shall have the right to enforce, by any proceeding set forth herein or at law or in equity, all provisions of this Book of Resolutions and the Condominium Instruments. Failure by the Association, Declarant, a successor Declarant, any Owner or Tenant to enforce any of the provisions of this Book of Resolutions shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such rights shall be effective only pursuant to a written instrument signed by the party to be charged with such waiver. Such instrument shall operate as a waiver of only those provisions which are expressly waived therein.

XII. VIOLATION AND NUISANCE

Every act or omission which, in whole or in part, violates any provision of this Book of Resolutions is hereby declared to be a nuisance and may be enjoined or abated by the Association, the Declarant, any successor of Declarant or any Owner, whether or not the relief sought is for negative or affirmative action.

XIII. VIOLATION OF ASSOCIATION RULES AND REGULATIONS

All Owners, their households, tenants, employees, guests, licensees and invitees must observe and abide by all Rules and Regulations adopted by the Association. If an Owner or such Owner's tenant, or such Owner's (or tenant's) household, employees, guests, licensees and invitees violates a rule or regulation then such Owner shall indemnify, defend and hold the Association harmless for any and all damages or losses that may ensue, including all costs and attorney's fees incurred by the Association.

XIV. VIOLATION OF LAW

Any violation by an Owner or such Owner's tenant, or such Owner's (or tenant's) household, employees, guests, licensees and invitees of any applicable law, ordinance or regulation, pertaining to the ownership, occupation or use of any portion of the Condominium is hereby declared to be a violation of this Book of Resolutions and such Owner may be subject, at the discretion of the Board, to any or all of the enforcement procedures set forth herein.

X'V. REMEDIES CUMULATIVE

Each remedy set forth in this Book of Resolutions shall be in addition to all other remedies available at law or in equity and all such remedies, whether or not set forth in this Book of Resolutions, shall be cumulative and not exclusive.

XVI. REFERENCE OF PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

XVII. METHOD OF ADOPTION

All resolutions shall contain the date of adoption and an indication of whether they were adopted at a regular or special meeting of the Board, or by written consent as provided in Section 3.14 of the Bylaws.

XVIII. AMENDMENT

The Association reserves the right to alter, amend, modify, repeal or revoke any provisions set forth in this Book of Resolutions at any time by resolution of the Association or the Board of Directors.

EXHIBIT A
MODEL RESOLUTION FORMAT
PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

(type) Resolution No.
(Title of Resolution)
(Brief descriptive phrase)

(Authority)	WHEREAS,
(Purpose-Scope)	WHEREAS,
(Specification)	NOW, THEREFORE, BE IT RESOLVED THAT:

RESOLUTIONS ACTION RECORDED

Resolution Type: _____ No: _____

Pertaining to: _____

Duly adopted at a meeting of the Board of Director held

Motion by: _____ Seconded by: _____

Sired By: YES NO ABSTAIN ABSENT

President

Vice-President

Treasurer

Secretary

Director

Director

ATTEST:

Secretary Date _____

FILE:

Book of Minutes - {Month}, 19_

Book of Resolutions:

Book No. Page No.

Policy

Administrative

Special

General

Resolution effective: _____, 19

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 2
POLICY RESOLUTIONS**

Process for Adopting Policy Resolutions

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association;

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording Policy Resolutions of the Board; and

WHEREAS, it is the intent of the Board to institute such procedures.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the adoption of Policy Resolutions are hereby adopted:

I. PROCEDURE FOR ADOPTION

A. First Reading

A Board member introducing a resolution shall provide a copy of the proposed resolution to each Board member at least forty-eight hours prior to the Board meeting at which such resolution will be presented to the Board. All Board members, unless otherwise noted in the minutes, shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution. The proposed resolution shall be set forth in or attached to the minutes of the Board meeting. At such meeting the Board shall set the time, date and place for a hearing on such resolution. The hearing must be scheduled within thirty days of such meeting but in no event prior to publication required in paragraph I.B.

B. Publication

The proposed resolution or a reasonable summary thereof: and notice of the time, date and place of the hearing shall be printed in the Association newsletter or distributed to all Owners within ten days of the Board meeting at which the resolution is introduced.

C. Review

The Secretary shall be responsible for reviewing the proposed resolution for consistency with previously adopted resolutions and shall submit a report at the hearing. Legal counsel shall be consulted as to compliance with applicable law and consistency with the Condominium Instruments when necessary.

D. Hearing

Printed copies of the agenda and the proposed resolution shall be available at the hearing. Owners shall have an opportunity to comment on the proposed resolution, subject to the procedures announced at the beginning of the hearing.

E. Board Action

Within sixty days of the hearing, the Board shall meet and take action on the proposed resolution. The resolution may be adopted by a Majority Vote unless a different vote is required by the Bylaws of the Board. An executed copy of the full resolution shall be placed in Section I of the Book of Resolutions.

H. DURATION

Policy Resolutions, as they may be amended from time to time, shall remain in effect for the duration of the Declaration, unless repealed by the Board *using the same procedure by which they were adopted.*

III. AMENDMENT

Substantive amendments to a Policy Resolution shall be made in accordance with the procedures for adoption of a Policy Resolution. Corrective amendments shall be made by a Majority Vote of the Board.

IV. BOOK OF RESOLUTIONS

Policy Resolutions adopted by the Board shall appear in Section I of the Book of Resolutions and shall be attached to the minutes of the meeting at which they were adopted.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 3
ADMINISTRATIVE RESOLUTIONS

Process for Adopting Administrative Resolutions

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association;

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording Administrative Resolutions of the Board; and

WHEREAS, it is the intent of the Board to institute such procedures.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the adoption of Administrative Resolutions are hereby adopted:

I. PROCEDURE FOR ADOPTION

A. Prior Notice to Board

A Board member introducing a resolution shall provide a copy of the proposed resolution to each Board member at least fortyeight hours prior to the Board meeting at which such resolution will be presented to the Board of Directors. All Board members, unless otherwise noted in the minutes, shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution. The proposed resolution shall be set forth in or attached to the minutes of the Board meeting.

B. Review

The Secretary shall be responsible for reviewing the proposed resolution for consistency with previously adopted resolutions and shall submit a report. Legal counsel shall be consulted as to compliance with applicable law and consistency with the Condominium Instruments when necessary.

C: Board Action

The Board shall take action on the proposed resolution by any means provided in the Bylaws. The resolution may be adopted by a Majority Vote of the Board. An executed copy of the full resolution shall be placed in Section II of the Book of Resolutions.

II. DURATION

Administrative Resolutions, as they may be amended from time to time, shall remain in effect for the duration of the Declaration, unless repealed by the Board.

III. AMENDMENT

Substantive amendments to an Administrative Resolution shall be made in accordance with the procedures for adoption of an Administrative Resolution. Corrective amendments shall be made by a Majority Vote of the Board.

IV. BOOK OF RESOLUTIONS

Administrative Resolutions adopted by the Board shall appear in Section II of the Book of Resolutions and shall be attached to the minutes of the meeting at which they were adopted.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 4
GENERAL RESOLUTIONS

Process for Adopting General Resolutions

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association;

WHEREAS, the Board deems it necessary to establish procedures for adopting and recording General Resolutions of the Board; and

WHEREAS, it is the intent of the Board to institute such procedures.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the adoption of General Resolutions are hereby adopted:

I. PROCEDURE FOR ADOPTION

The proposed General Resolution shall be read and acted upon in any regular or special meeting of the Board of Directors, or acted upon by any means provided in the Bylaws. A General Resolution must be adopted by a Majority Vote of the Board unless a different vote is required by the Bylaws.

II. BOOK OF RESOLUTIONS

General Resolutions adopted by the Board shall appear in Section III of the Book of Resolutions and shall be attached to the minutes of the meeting at which they were adopted.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 5
ENFORCEMENT PROCEDURES/SPECIAL RESOLUTIONS

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association;

WHEREAS, Section 55-79.53 of the Condominium Act charges all Owners and Tenants or any other persons authorized to occupy a unit with compliance with all lawful instruments and that "any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the unit owners association, or by its executive organ or any managing agent on behalf of such association, or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action";

WHEREAS, Section 9.1 of the Bylaws entitles the Association, acting through its Board of Directors or Managing Agent, to certain forms of relief if an Owner or such Owner's family, guests, invitees, tenants, agents or employees violate the provisions of the Condominium Instruments;

WHEREAS, Section 3.18 of the Bylaws provides for the establishment of a Covenants Committee which will regulate the external design, appearance, use and maintenance of the Common Elements and which has the power to impose reasonable charges and issue cease and desist requests to Owners or such Owner's family, guests, invitees, tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Act, Condominium Instruments, the Rules and Regulations or Resolutions of the Board ("Governing Documents"), and has the authority to provide interpretations of the Condominium Instruments, Rules and Regulations, and Resolutions pursuant to the terms of Section 3.18 of the Bylaws;

WHEREAS, Section 3.18 of the Bylaws provides the Board with the ability to expand or contract the duties, power and authority of the Covenants Committee;

WHEREAS, for the benefit and protection of the Association, individual Owners and Tenants, the Board deems it necessary and desirable to establish procedures to ensure due process in cases where there is a question of compliance by an Owner or Tenant with provisions of the Governing Documents, thereby attempting to minimize the necessity of seeking action in a court of law;

WHEREAS, Section 55-79.80:2 of the Condominium Act further establishes certain procedures which must be followed before such actions may be taken; and

WHEREAS, it is the intent of the Board of Directors to establish procedures for the Board or Covenants Committee where either must take action relative to questions of compliance by an individual with the provisions of the Governing Documents, or where the Covenants Committee is called upon to issue an interpretative ruling.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures are hereby adopted:

I. VIOLATIONS OF THE GOVERNING DOCUMENTS

A. Actions Prior to Initiation of Formal Special Resolutions Process. Any Owner, Tenant, Officer, director or agent of the Association has the authority to request that an Owner or Tenant cease or correct any act or omission which appears to be in violation of the Governing Documents. Whenever possible, such informal requests should be made before the formal process is initiated. The Managing Agent may suspend the right of an Owner to use any facility which is part of the Common Elements for a maximum period of seventy-two hours if such Owner's use of the facility is in violation of the rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or correct the violation has not been heeded.

The Association may make initial attempts to secure compliance through correspondence to the offending parties which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected. If the offending party is a Tenant, the record owner of the Unit shall also be notified at this time. Copies of such correspondence shall be maintained in the Association files, and a copy shall be sent to counsel for the Association.

B. Written Complaint. If the actions described in Section A prove unsuccessful, the Enforcement Procedures shall be initiated upon the filing of a written complaint by any Owner, Tenant, Officer, director or agent of the Association ("Complainant") with the Covenants Committee or the Managing Agent who shall forward the complaint to the Covenants Committee. The complaint shall include a written statement of charges which shall set forth in clear and concise language the acts or omissions with which the offending party ("Respondent") is charged. The complaint should contain sufficient details to enable the Respondent to prepare a defense. The complaint shall specify the specific provisions of the Governing Documents which the Respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places and persons involved.

C. Preliminary Investigation. Upon receipt and consideration of the written complaint, the Covenants Committee may request the Managing Agent or a member of the Covenants Committee to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the Covenants Committee. If the condition has been corrected or the complaint is invalid for any reason, the Committee shall determine the appropriate disposition of the matter and respond in writing to the Complainant. If preliminary investigation indicates the need for further action, the Covenants Committee may proceed as appropriate with the steps set forth below.

D. Service of Complaint. If Preliminary investigation indicates further action is necessary, the Covenants Committee shall serve a copy of the complaint on the Respondent by either of the following means: (1) personal receipted service, or (2) by certified mail, return receipt requested, and addressed to the Respondent at the address appearing on the books of the Association. Service by mailing shall be deemed effective five days after such mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form as described in Section F below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the Respondent may be made in any case, unless the Respondent has been served as provided herein. If the Respondent is a Tenant, a copy of the complaint and accompanying notices provided for below, shall also be sent to the record owner of the Unit.

E. Notice of Hearing. Along with service of the complaint, the Covenants Committee shall serve a Notice of Hearing on all parties at least fifteen days prior to the hearing. The Notice of Hearing sent to the parties shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Covenants Committee of the Park Towers Condominium Unit Owners Association at _____ on _____, 19____ at the hour of _____, upon the charges made in the complaint served upon you. You may be present at the hearing and may, but need not be, represented by counsel, may present any relevant evidence, and will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items related to the matter complained of by applying to the Board of Directors of the Association. Charges for the violation alleged may include an assessment of up to fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature of such greater amounts as may be authorized by the Virginia Condominium Act. Use of certain Condominium facilities or services may also be suspended for the violation."

If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date by hand delivery or regular first class mail.

F. **Notice of Defense.** Service of the Notice of Hearing and complaint shall be accompanied by a Notice of Defense.

The Notice of Defense shall state that the Respondent may:

- (a) Attend the hearing before the Covenants Committee;
- (b) Object to the complaint to the Covenants Committee in writing within five days on the grounds that it does not state the acts or omissions upon which the Covenants Committee may proceed;
- (c) Object to the form of the complaint to the Covenants Committee in writing within five days on the grounds that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare proper defense; or
- (d) Admit to the complaint in whole or in part. In such event, the Covenants Committee shall meet to determine appropriate action and /or penalty, if any.

Any objections to the complaint based on paragraphs (b) or (c) above shall be provided in writing to a member of the Covenants Committee or the Managing Agent within five days of service of the complaint. The Covenants Committee shall consider the objection and make its determination within ten days of its receipt of the objection. The Committee shall make its determination and notify all parties within such ten-day period. If the complaint is found insufficient, the Complainant shall have ten days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Covenants Committee that the complaint is still insufficient, then the matter shall be dismissed by the Covenants Committee.

G. **Cease and Desist Request.** The Covenants Committee may, at its own discretion, issue a cease and desist request along with the complaint, Notice of Hearing and Notice of Defense. Such cease and desist request shall be substantially in the following form:

The Covenants Committee has received the attached complaint.

By Authority of Section 55-79.53 of the Code of Virginia (Condominium Act), as amended and Section 3.18 of the Bylaws, the Committee hereby orders you to CEASE AND DESIST such acts or actions until this order is abrogated by a ruling of the

Committee, Board or a court of law. Failure to comply with this request may result in the initiation of legal action against you.

H. Amended or Supplemental Complaints At any time prior to the hearing date, the Covenants Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified promptly thereof by hand delivery or by first class mail. If the amended or supplemental complaint presents new charges, or if the original complaint was insufficient to allow the respondent to prepare a defense, the Covenants Committee shall afford the respondent a reasonable opportunity to prepare proper defense thereto.

I. Discovery. Upon written request to the other party made at least ten days prior to the hearing and within fifteen days after service of the complaint by the Covenants Committee or ten days after service of any amended or supplemental complaint, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming that a request for discovery has not been complied with shall submit a petition to request discovery to the Covenants Committee. The Covenants Committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

J. Statements. Sworn statements may be introduced into evidence by a party if a copy of the statement is mailed or delivered to the opposing party at least seven days prior to the introduction of the statement. The sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally unless the opposing party, within five days after receipt of the statement, mails or delivers to the party seeking to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced at the hearing, but shall be treated as hearsay evidence.

K. Constraints on the Covenants Committee. It shall be incumbent upon each member of the Covenants Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose this fact to the Covenants Committee and shall not participate in the proceedings. Any member of the Committee has the right to challenge any

other member if such member believes that another member is unable to function in a disinterested and objective manner.

Prior to the hearing, the Complainant and the Respondent may challenge any member of the Covenants Committee for cause. In the event of such a challenge, the Board shall meet within ten days to determine the sufficiency of the challenge. If the Board sustains the challenge, the President shall, at that time, appoint another person to replace the challenged member of the Covenants Committee. All decisions of the Board in this regard shall be final.

L. Hearing. Hearings shall be held before all members of the Covenants Committee:

1. The Covenants Committee shall select one of its members to serve as hearing officer to preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Covenants Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. It is not required that a Complainant or Respondent be in attendance at the hearing unless they are called to testify. The Covenants Committee shall conduct the hearing in closed session unless requested to do otherwise by the Respondent.

3. Each party shall have the right to do the following, but may waive any or all of these rights:

- (a) make an opening statement;
- (b) introduce evidence, testimony and witnesses;
- (c) cross-examine opposing witnesses;
- (d) rebut evidence and testimony;
- (e) make a closing statement.

Even if a Complainant and/or the Respondent does not testify in his own behalf, each may still be called and questioned; however, if a party wishes to take advantage of this provision, the opposing party to be called must be notified at least five days in advance.

4. Whenever the Covenants Committee has commenced to hear the matter and a member of the Covenants Committee withdraws from consideration of the matter at hand prior to a final

determination, the remaining members shall continue to hear the case and the president shall name a replacement for the withdrawing member for consideration of the matter at hand.

5. The Covenants Committee may rule upon the complaint at the time of the hearing, including the levy of a charge, the issuance of a cease and desist request, or suspension of access to certain facilities or services as authorized in Section 3.18 of the Bylaws and as otherwise permitted under the Act and the governing documents. In any event, the Covenants Committee shall prepare a written decision disposing of the matters raised in the complaint, and shall serve a copy of the decision upon the Complainant and Respondent within ten days of the hearing, by either of the following means: (1) personal service, or (2) certified mail, return receipt requested.

M. Suspension of Privileges. Disciplinary action imposed by the Covenants Committee may include suspending or conditioning the Respondent's right to use the recreational facilities. For any non-continuing infraction, such suspension shall be for a period of not more than ninety days. For continuing infraction (including nonpayment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

IL INTERPRETATIVE RULINGS

A. Purpose of Rulings. Rulings of the Covenants Committee may serve to: (I) clarify the intent of provisions of the Condominium Instruments, Rules and Regulations or Book of Resolutions, (2) decide on the consistency of any such provisions with the other provisions of the Condominium Act, the Condominium Instruments, Rules and Regulations or the Book of Resolutions or (3) decide whether or not Resolutions and Rules and Regulations were duly adopted. The purpose is not to amend, expand or limit the provisions of the Governing Documents, although the Covenants Committee may propose such amendments, expansions or limits in the statements accompanying a ruling.

B. Petitions.

1. Any Owner, Tenant, Officer, director or agent of the Association may petition the Covenants Committee for an interpretative ruling by filing a petition directed to the Covenants Committee at the Management office.

2. The petition must be legibly written in substantially the following form:

The undersigned requests the Covenants Committee to issue an interpretative ruling on the following provisions of the [indicate documents]_____

The issue in question is:

Response should be sent to:

C. Decisions To be effective, a decision of the Covenants Committee shall be by Majority Vote. The Covenants Committee shall have forty-five days from receipt of such petition to issue an interpretive ruling. This time period may be extended by the Covenants Committee at its discretion, by providing notice of the extension and the reasons to the party submitting the petition. Copies of the ruling shall be distributed to the parties, the management agent and the Board of Directors, and shall be included in the Book of Resolutions. A summary of the ruling will be placed in the Association newsletter without reference to the party and/or parties involved. All rulings shall state the authority for such ruling and the basis of the decision.

III. ACTION OF THE BOARD OF DIRECTORS

A. No Covenants Committee. If the Board of Directors has not appointed a Covenants Committee then the Board shall perform the duties of the Covenants Committee in accordance with the procedures set forth herein.

B. Appeals.

1. Rights of Owners. Final decisions of the Covenants Committee may be appealed by any party or in appropriate circumstances by the Board on its own initiative. The Board may make a preliminary review of the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of the preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party in writing and the Covenants Committee decision stands.

2. Appeals Petitions. Appeals petitions must be written and be submitted to the Board within ten days of receipt of the Covenants Committee's decision, in substantially the following form:

(I) (We), _____ hereby petition the Board of Directors to hear an appeal of the decision of the Covenants Committee

(Application) (Case) No. ____ . (I) (We) further understand that within the Association, the decision of the Board of Directors on this issue is final

3. Notice of Hearing. Notice of Hearing shall be as in Section I-E of this Resolution except that it is served by the Board.

4. Procedures. All of the rights and procedures established in Part I of this Resolution shall apply to appeals.

5. Effect of Decision. The Board may modify, reverse or uphold the Committee's decision in its entirety.

6. Further Action. An individual must exhaust all available remedies of the Association prescribed by this resolution before resorting to a court of law for relief with respect to an alleged violation by another Owner of any provision of the Governing Documents. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

IV. CONSTRUCTION

This resolution is intended to ensure that due process is provided to Owners and Tenants in proceedings before the Covenants Committee and the Board of Directors.

The Covenants Committee or the Board, as appropriate, may determine the specific manner in which the provisions of this resolution are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with this resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this resolution.

"Due process," as used in this resolution, refers to the following basic rights:

- (a) The charges shall be provided to the Respondents.
- (b) A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
- (c) An opportunity to appeal shall be available.
- (d) Basic principles of fairness shall be applied.

V. MISCELLANEOUS

The use of the masculine gender includes the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context so requires.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 6
ADOPTION OF INITIAL RULES AND REGULATIONS

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, Declaration or Bylaws required to be exercised and done by the Association;

WHEREAS, subsection 5.8(b) of the Bylaws empowers the Board to promulgate and modify the Rules and Regulations; and

WHEREAS, the Board wishes to approve and adopt the attached Rules and Regulations. NOW, THEREFORE, BE IT RESOLVED THAT the attached Rules and Regulations are hereby adopted.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 7
DESIGN REVIEW PROCEDURES AND GUIDELINES

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all the powers and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association;

WHEREAS, Section 5.7 of the Bylaws requires Owners to obtain prior written consent for certain changes to their Unit or the Common Elements;

WHEREAS, Section 3.18 of the Bylaws provides for a Covenants Committee to review applications for such changes; and

WHEREAS, the Board deems it necessary to establish guidelines and procedures for Owners wishing to make changes to their Unit or the Common Elements.

NOW, THEREFORE, BE IT RESOLVED THAT, the following Architectural Design Review Procedures and Guidelines are hereby adopted:

I. GENERAL

- A. No exterior alteration or addition may be made to any Unit or the Common Elements without prior application to and approval of the Board or the Covenants Committee, as appropriate, except as noted in this Resolution.

- B. The interior Unit changes identified in part III of this Resolution also require *such* approval. Certain changes and additions are prohibited by this Resolution. (See part III.)

- D. Each alteration or addition must be specifically approved even though the intended alteration or improvement conforms to the Condominium Instruments, Rules and Regulations or this Resolution, and even when a similar or substantially identical alteration or addition has previously been approved.

E. Since the Association cannot control work performed within a Unit, the Owner is responsible for ensuring that any changes or additions are made in conformance with the Condominium Instruments, Rules and Regulations and this Resolution. Failure to comply subjects the Owner to the remedies set forth in the Condominium Instruments, Rules and Regulations and the Resolutions.

F. All Owners are responsible for ensuring that all changes and additions are made only in accordance with all applicable governmental ordinances, rules and regulations, statutes, laws and Codes.

II. APPLICATION PROCEDURES

A. Applications and Approval Process

1. Each Owner shall submit such Owner's proposal for an addition, alteration or improvement to such Owner's Unit or the Common Elements in writing to the Committee by using a Request for Review Form. ORAL REQUESTS WILL NOT BE CONSIDERED.

2. Request for Review Forms are available from the Managing Agent. The proposal shall contain a description of the project, including, as applicable, the height, width, length, size, shape, color, materials and location of the proposed improvement. Sketches of the proposed treatment and/or photographs of similar completed projects will aid in consideration. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included.

3. The Request for Review form should be returned to the Managing Agent. The Owner will receive a receipt for the application at the time it is returned. The receipt shall state the Owner's name, the unit number and the date.

4. The applicant shall be informed in writing of the Committee's decision within forty-five days of the receipt of a completed application.

5. The reason for approval or disapproval shall be stated as part of the written decision.

6. If the proposal is rejected the applicant may request reconsideration if new or additional information which might clarify the request or demonstrate its acceptability can be provided.

7. The Covenants Committee may deny approval for any of the following reasons:

(i) Incomplete or unclear application, in which case it will be returned to applicant with appropriate instructions stating what is required.

(ii) The proposed change would adversely affect another Unit or the Common Elements.

(iii) The change would significantly increase common electrical consumption or have a negative impact on building circuits.

(iv) The change would significantly increase water consumption or have a negative impact on the common water or drain system.

(v) Other reasons stated and supported by the Covenants Committee.

8. If an Owner wishes to make changes during construction, a revised application must be submitted to the Covenants Committee which shall promptly act upon the revised application.

B. Committee Records

1. Copies of all Requests for Review will be filed according to Unit number, along with the written decision clearly stating the Committee's reasons for approval or disapproval and a statement of action taken, if any. The Committee shall establish a cross-index by subject matter for all Request for Review forms. This index shall be made available upon request, to any Owner considering an alteration or improvement to his Unit.

C. Completion of Structures

1. The Owner must inform the Covenants Committee of the date on which construction starts and must provide the Committee with notice of completion. Upon completion, the Board or Covenants Committee may inspect the Unit and Common Elements and, upon request, if satisfied that construction is in compliance with approved plans, will issue a Certificate of Compliance.

2. Construction in accordance with an approved plan or specification must be commenced within six months after such approval, and completed within sixty days after

date of commencement unless otherwise authorized by the Covenants Committee at the Owner's request. If not commenced and completed as provided herein within this time period, then the approval will be considered null and void and a new application must be made. Construction must be completed as approved; any deviation will be considered a violation.

D. Building or Zoning Code Violations

The Owner has sole responsibility for determining that the proposed project complies with local building codes, fire codes and zoning ordinances, and is responsible for obtaining any required permits and approvals. If the Board or Covenants Committee at any time determines that a project is in fact in violation of local building or zoning codes, such project shall automatically be deemed to have been disapproved by the Board of Directors or the Covenants Committee. The Board or Covenants Committee shall notify the Owner and order the Owner to halt all work on the project immediately. The Owner shall promptly submit a new request to the Covenants Committee showing how the Owner proposes to bring the project into compliance with the applicable building or zoning code. If the request is disapproved or the project cannot be brought into compliance with the local building or zoning code, the property shall be restored to its original condition within sixty days from the date of notice sent by the Board or Covenants Committee. Such restoration shall be at the Owner's sole cost and responsibility.

E. Utilities

Where the change affects common utilities or involves temporary interruption of common utility service, Owners 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.

F. General Rules

1. Owners are responsible for removal of debris resulting from the project. The Association may remove any debris which is not promptly disposed of by the Owner and shall assess the cost of such removal against the owner as a special assessment pursuant to Subsection 9.1(a) of the Bylaws.

2. If the project involves the relocation of any pipes, wiring, conduits or the like, the Owner is responsible for proper restoration. The Association may perform any restoration work not promptly performed by the Owner and shall assess the cost of such restoration against the Owner as a special assessment pursuant to Section 9.1(a) of the Bylaws.

3. No sawing, hammering or other noisy construction activities are permitted except between the hours of 8:00 a. m. and 5:00 p.m. on weekdays which are not holidays and 10:00 a. m. and 5:00 p.m. on weekends and holidays.

III. DESIGN GUIDELINES

A. Exterior Antennas

Exterior antennas of any type are prohibited except for such master antenna system as may be installed by the Declarant or the Association.

B. Interior Alterations and Relocation of Partitions

Renovations to the interior of a Unit may be made and non-load bearing partitions within a Unit may be relocated after obtaining all necessary governmental approvals and upon proper written application to and approval of the Covenants Committee.

C. Electrical Wiring

If a change to the electrical wiring in a Unit does not affect another Unit or the Common Elements, Covenants Committee approval is not required. All required governmental approvals shall be obtained by the Owner, at the Owner's expense, and provided to the Board prior to the commencement of work. If the proposed change to the electrical wiring in a Unit would affect another Unit or the Common Elements or increase the electrical consumption of the Unit, the Owner must obtain prior approval of the Covenants Committee, using the proper application form. In addition to the information required in paragraph II hereof, the application shall contain or be accompanied by the following:

- (a) Diagram of the existing wiring;
- (b) Diagram of the proposed wiring;
- (c) Existing electrical load of the Unit;

- (d) Electrical load under proposed system;
- (e) Statement by Managing Agent describing the affect if any of the proposed change on other Units, the Common Elements or the electrical consumption of the Owner's Unit
- (f) Identification of person or firm qualified to perform work;
- (g) A copy of all applicable permits.

The Association shall have no responsibility for any injury to persons or damage to property resulting from or related to any change in wiring from that originally installed, whether or not such change has the approval of the Covenants Committee, since the Covenants Committee cannot control quality of workmanship or errors or omissions of pertinent information on the application.

D. Plumbing

If a change to the plumbing system of a Unit does not affect another Unit or the Common Elements, or increase the water consumption of the Unit or adversely affect the drain system, Covenants Committee approval is not required. All required governmental approvals shall be obtained by the Owner, at the Owner's expense, and provided to the Board prior to commencement of work.

If a proposed change to the plumbing system of a Unit would affect another Unit or the Common Elements, or significantly increase the water consumption of that Unit or the Common Elements, the Owner must obtain prior approval of the Covenants Committee. Any plumbing work must be done in accordance with all applicable codes and ordinances. Any interruption of common water service must be scheduled by the Managing Agent.

The application shall contain the following:

- (a) Diagram of existing plumbing system.
- (b) Diagram of the proposed changes to the plumbing system.
- (c) Statement by the Managing Agent describing the effect, if any, of the proposed change on other Units, the Common Elements or the water consumption of the Owner's unit.
- (d) Identification of qualified person or firm who will perform work,
- (e) A copy of all applicable permits.

Neither the Association nor the Covenants Committee shall have responsibility for any injury to persons or damage to property resulting from or related to any change in plumbing from

that originally installed, whether or not such change has the approval of the Covenants Committee. Applicant assumes responsibility for quality of workmanship or omissions of pertinent information on the application.

E. Painting, Wallpapering, Decorating

Owners may paint, wallpaper, and decorate within the boundaries of their Unit, as defined by the Declaration, without obtaining Covenants Committee approval.

F. Doors: Doorbells, knockers, handles, locks, etc.

The Covenants Committee shall not approve changes, alterations or additions to Unit entrances or any other doors, provided, however, that the Covenants Committee may approve the installation of new or additional locks on Unit entrance doors in accordance with the following guidelines:

(a) Additional locks must be in scale with the Unit entrance door and match the other hardware on the door.

(b) owner must deposit a key for emergency access to the Unit with the Association prior to the installation of the lock.

G. Seasonal Decorations

Approval for seasonal decorations is not required if such decorations meet the following criteria:

(a) The decorations are displayed only so long as they are appropriate;

(b) The decorations on the Unit entrance door do not unduly protrude into the corridor;

(c) The decorations do not make any sound;

(d) The decorations are not attached in such a way as to mar the finish on the door; and.

(e) The decorations on doors do not contain electrical illumination or wiring.

H. Signs

No signs, advertisements or posters of any kind are permitted in or on the Condominium except that the Board of Directors, Managing Agent, Owner, or a Mortgage Lender may display signs no larger than one foot by two feet in unsold or unoccupied Units.

I. Rules for Patios, Balconies, and Patio Fences

1. Floor Coverings During the months between April 1-October 31, Owners may use non-permanent indoor/outdoor carpeting and floor coverings which do not require the use of adhesives without the approval of the Covenants Committee. Owners/Tenants are responsible for insuring that floor coverings are sufficiently anchored to not come free from the patio/balcony, thereby posing a danger to others. Owners must submit plans for attaching permanent types of floor coverings (tiles, brick, slate, paint) to the Covenants Committee for approval prior to installation. No floor covering may extend beyond the patio.

2. Painting Owners may not paint the fence.

3. Enclosures All types of enclosures other than standard fencing approved by the Covenants Committee and shade umbrellas are prohibited.

4. Shade Umbrellas Shade umbrellas are prohibited.

5. Planters No hangers for hanging plants may be installed in the masonry walls of the building.

6. Barbecuing Barbecuing and cooking on the patios is prohibited.

7. Appliances and Storage Patios shall not be used for storage. No major appliances or other mechanical device or equipment may be kept on a patio. Small appliances, such as radios and televisions may be used on the patio, provided the noise levels are controlled to prevent disturbing the other residents and ground fault devices are used in accordance with local ordinances. No storage containers are permitted on the patios.

8. Flags National flags may be displayed only on National holidays, between sunrise and sunset. Flags may be flown on poles or staffs, provided the pole or staff is inside the fence and it does not extend beyond the fence. Flags may not be draped over the fence.

9. Decoration A reasonable number of fixtures and decorations may be fastened to the walls within the area enclosed by the fence. Holes to fasten such items may not be drilled into the brick, but may not be drilled into the brick, but may be drilled into the mortar between. Nothing may be attached to the outside of the fence.

with other residents. Responsibility for removal of any debris resulting from the relocation, including costs if any, shall be borne by the applicants as they shall, in writing, determine among themselves. If the applicants fail to promptly and properly dispose of debris, the Association will take such action and assess the cost against the applicants according to their percentage interests at the time.

At all times, Owners and occupants involved must comply with the provisions of Article 5 of the Bylaws.

These provisions do not apply to an Owner who has acquired two or more adjoining Units and removes the non-bearing wall dividing partitions. Section 55-79.68(b) of the Condominium Act, Section 5.7 of the Bylaws and M below shall apply in such a case.

M. Combined Units

Pursuant to Section 55-79.68(b) of the Condominium Act, "If a unit owner acquires an adjoining unit, or an adjoining part of an adjoining unit, then such unit owner shall have the right to remove all or any part of the intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may in whole or in part be a common element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any common element other than that partition is damaged, destroyed or endangered. Such creation of doorways or other apertures shall not be deemed an alteration of boundaries within the meaning of Section 55-79.69." Written application for such a change must be made to and approved by the Covenants Committee prior to commencement of work.

EXHIBIT "A"
TO
POLICY RESOLUTION NO.

REQUEST FOR REVIEW

Please Mail or Deliver to: **Covenants Committee**
 Park Towers Condominium
 Unit Owners Association
 200 North Maple Avenue
 Falls Church, Virginia 22046-4344

I. APPLICANT INFORMATION

Owner's Name(s): _____

Owner's Address:

Owner's Phone (H): _____

(0): _____

II. INSTRUCTIONS:

1. Submit a written description of the proposed change on Exhibit A to this Request. The description must be sufficiently detailed to enable the Committee to make a decision.

2. Provide the following information:

A. Identification of qualified person or firm who will perform work.

B. Time schedule for commencing and completing work.

C. Name and address of your counsel, if any.

III. BOUNDARY RELOCATION OR UNIT SUBDIVISION

If you wish to change your Unit boundaries or subdivide your Unit, please refer to Section 55-79.69 and 55-79.70 of the Condominium Act and Section 5.7 of the Bylaws and provide the following:

- A. **Diagram of existing Unit boundaries.**
- B. **Diagram of proposed Unit boundaries.**
- C. **Proposed reallocation as between the Units involved of the Common Element interest appertaining to those Units.**
- D. **Proposed reallocation of aggregate number of votes in the Unit Owners Association appertaining to these Units. The reallocation of common expenses and rights to common profits will be based on the reallocation of the aggregate number of votes.**
- E. **Identification and qualifications of person or firm to perform construction relative to boundary relocation to include background and experience.**
- F. **Time schedule for construction and/or demolition of dividing walls.**
- G. **Name and address of applicant's counsel (if applicable).**
- II. **Copies of all required governmental licenses and permits**
 - I. **If applying for Unit subdivision, a statement as to whether the subdivider wants the Unit Owners of the new Units to jointly share all rights and be jointly and severally liable for all liabilities relating to any Limited Common Elements appurtenant to subdivider's Unit or whether subdivider wants all or any portion of said Limited Common Elements to be assigned exclusively to one or more of the new Units.**
- J. **A p a y m e n t o f \$**

If another Unit is affected by the boundary relocation, the Owner(s) of that Unit must also complete an application like this one.

IV. GENERAL RULES.

Your signature on this application constitutes your acknowledgment and acceptance of the following:

1. Applicant assumes responsibility for all costs related to the proposed change, including without limitation, legal fees and the cost of obtaining required governmental permits. All costs incurred by the Association with respect to such change shall be assessed against the Owner pursuant to Section 9.1(a) of the Bylaws.
2. Construction shall not commence until the Owner has met the requirements, if any, imposed by the Committee and all appropriate instruments have been prepared and executed and all fees have been paid.

3. Once begun, construction must be completed within sixty days and must be done in a way that does not unreasonably disturb or interfere with other residents.

4. Applicant has responsibility for removal of any debris resulting from the proposed change. If Applicant fails to remove such debris promptly, the Association may remove it and assess the cost against the owner.

5. All proposed improvements must meet local building and zoning codes. Your signature indicates that these standards are met.

6. Certificates of insurance must be filed with the Managing Agent by contractors, mechanics, or Owners as applicable.

7. The undersigned understands and agrees that no work on this request shall commence until written approval of the Covenants Committee has been received.

8. The Committee will render a decision within 45 days after receipt of a complete application.

9. A copy of this application and a copy of the Covenants Committee decision shall be returned to you after review.

CERTIFICATION

The undersigned hereby certifies that he/she has read and understands the applicable provisions of the Act, the Condominium Instruments and Policy Resolution No. 7 with respect to the proposed change.

NOTICE

The Association assumes no responsibility for any damage to person or property resulting from or related to any change to a Unit or the Common Elements, whether or not such change has been approved by the Covenants Committee, particularly since the Association cannot control quality of workmanship or errors or omissions of pertinent information on the application. Further, the Association assumes no responsibility or liability to any contractor, subcontractor or material man on account of the proposed change.

The undersigned agrees to indemnify and hold the Association harmless from any liability, damage or claims for damage for personal injury, including death, as well as property damage, which may arise from or be incidental to the project.

Applicant's Signature(s): _____

Owner's Signature(s):

Date:

For Association Use Only

Received: _____

Application No. _____

Action:

Approved: _____

Disapproved: _____

Stipulations and Conditions: _____

EXHIBIT A
to application

Description of changes desired -- please be as complete as possible. give full details of the following, as applicable: of height, width, length, size, shape, color, type of materials to be used, location, and reason for change. Attach any sketches, photographs or other materials you believe will aid the Committee in making a decision.

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO, 8
ASSESSMENT COLLECTION PROCEDURES**

WHEREAS, Section 5.1 of the Bylaws creates an assessment obligation for Owners;

WHEREAS, Section 3.1(b) of the Bylaws empowers the Board to make assessments against owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the annual assessment for Common Expenses;

WHEREAS, Section 5.1(c) of the Bylaws establishes that assessments for common expenses, extraordinary or annual, are based on the Unit Owners respective Common Element Interest;

WHEREAS, Section 9.1 of the Bylaws specifies the types of relief the Association, through its Board or Managing Agent, may seek when an Owner is in default under the terms of the Condominium Instruments or Condominium Act; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the following assessment collection procedures are hereby duly adopted.

I. ROUTINE COLLECTIONS

A. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month; all special assessments shall be due and payable on the first day of the next month which begins more than seven days after delivery to the Owner of notice of such special assessment ("Due Date").

B. All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an Owner.

C. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the Due Date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENT

A. If payment of the total assessment due and owing, including unit charges, late fees and returned check charges is not received by the Managing Agent by the fifteenth day of the month, the account shall be deemed late and a late fee of ten dollars or such other amounts as may be established from time to time by the Board of Directors shall automatically be added to the amount and thereafter such fees shall be a part of the continuing lien for assessments as provided for in the Bylaws until all sums due and owing shall have been paid in full.

B. Pursuant to Section 9.1(d) of the Bylaws, if an Owner defaults in paying any sum assessed against such Owner's Unit other than for Common Expenses, which continues for a period in excess of fifteen days, interest at the rate specified in Section 9.1(d) of the Bylaws will automatically be imposed on the principal amount unpaid from the Date Due until paid. No notice of the imposition of such interest need be provided to the Owner. Such interest shall constitute a lien upon the Unit of the defaulting Owner.

C. If a check is returned, and an assessment due and owing is not otherwise received in the applicable time period as provided in paragraphs LA and LB above, the account shall be deemed late and the late fee or interest, as applicable, shall be added, in addition to a returned check charge under II.H.

D. A "Late Notice" substantially in the form of Exhibit A to this Resolution shall be sent to Owners who have not paid assessments in full by the fifteenth day after the Due Date.

E. If payment in full, of any assessment payable in installments (including without limitation annual assessments, special assessments, late fees, interest charges, attorney's fees and returned check charges) is not received by the Managing Agent for two consecutive installments, a "Notice of Intent to Accelerate Installments and File Lien" substantially in the form of Exhibit B to this Resolution shall be mailed to the Owner and such Owner's Mortgagee at the address listed on the books of the Association via certified mail, return receipt requested, with the cost added to the delinquent Owner's account.

F. If payment in full, of such delinquent assessment including without limitation annual assessments, special assessments, late fees, interest charges and returned check charges, is not received by the Managing Agent within fifteen days after the "Notice of Intent to Accelerate Installments and File Lien" has been issued, then the remaining installments of the annual assessments shall be accelerated, in accordance with Subsection 9.2(b) of the Bylaws, and a memorandum of lien shall be filed in accordance with Section 5.3 of the Bylaws. Counsel will so notify owner with a copy of the memorandum of lien, and the Managing Agent shall notify the Mortgagee, if known. The cost of filing the memorandum of lien will be added to the account.

G. If within ten days after the filing of the memorandum of lien the account still remains delinquent, counsel for the Association shall in accordance with the Bylaws and Rules and Regulations, take other appropriate legal action as directed by the Board which is not inconsistent with the provisions of the Virginia Condominium Act.

H. If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require all future payments to be made by certified check or money order for the remainder of the fiscal year. A charge will be made for any returned checks, the amount of which will be determined by the Board, but which may not exceed the statutory limit for such charges.

I. All costs incurred by the Association as a result of any violation of the Declaration, Bylaws, Rules and Regulations or Resolutions of the Condominium by *an* Owner, such Owner's family, guests, invitees, tenants, agents or employees, shall be specially assessed against such Owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from *an* Owner's failure to pay assessments when due or from any other default referred to in this paragraph III.

J. The Board hereby authorizes the Managing Agent to waive the imposition of late fees on payments received by the Managing Agent after the fifteenth day of the month, if the delinquent Owner has owned the Unit for less than three months at the time of the delinquency and the Managing Agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any delinquent Owner.

K. Payments received from an Owner will be credited in the following order of priority:

- 1. Charges for attorneys fees and court costs.**
- 2. All late charges or interest accrued, as applicable.**
- 3. All other charges incurred by the Association as a result of any violation by an Owner, such Owner's family, guests, invitees, tenants, agents or employees of the Declaration, Bylaws, Rules and Regulations or Resolutions.**
- 4. The monthly condominium assessment for each Unit, including special assessment due, as applicable.**

LATE NOTICE

Date:	Amount Due:
To:	Assessment \$
Owner	Month(s)
Street Address	Late Fees \$ _____
_____	Special Assessment \$ _____
City, State, Zip	Interest Charge

Re: Unit # _____, Park Towers Condominium

This is to notify you that your account is PAST DUE and the applicable late fee and/or interest charge has been added. Please remit the total due including any applicable late fee or interest charge. Full payment should be sent to the Managing Agent at the address below:

Failure to bring your account current, including any applicable late fee and/or interest charge within sixty days after the Due Date may result in the assessments for the remainder of the fiscal year being declared immediately due and payable and a Memorandum of Lien being filed against your unit.

If you wish to discuss the status of your account, please contact

[Signed]

**NOTICE OF INTENT TO ACCELERATE
INSTALLMENTS AND FILE LIEN**

Date: _____

To: _____

Owner

Street Address

City, State, Zip

Re: Unit # _____, Park Towers Condominium

<u>Amount Due:</u>	<u>Month</u>	<u>Amount</u>
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Assessment:		\$
-------------	--	----

Late Fee:		\$
-----------	--	----

Special Assessment:		\$
---------------------	--	----

Interest Charge:		\$
------------------	--	----

Returned Check Charges:		\$
-------------------------	--	----

Costs of Certified Millings: _____		\$
------------------------------------	--	----

Attorney Fee:		\$
---------------	--	----

Other Charges:		\$
----------------	--	----

Description: _____

Total Due	_____	\$ _____
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Grand Total Due	_____	\$ _____
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You have previously received a Late Notice regarding payment of your account.

Prompt payment of assessments is essential to the financial health of the Association and the protection of the interest of all of the unit owners. We hope that you will promptly pay the amount now due.

If payment in full is not received by the Managing Agent within fifteen days after the date of this Notice and any part of the above amount due is the result of your default in an assessment (general or special) which is payable in installments, the remaining

installments of your annual assessment shall be declared due and payable immediately and a memorandum of lien for \$ _____ shall be filed against your unit.

We sincerely hope your prompt payment will eliminate the necessity of taking this action. If you believe you have a personal hardship and wish to request special relief from adopted procedures, immediately petition the Board in writing.

10, Miscellaneous

(a) The following items shall not be placed on the patios:

- (1) Bird feeders.
- (2) Aerials or antennas.
- (3) Clothing for airing or drying.
- (4) Items or furnishings which may be pushed or blown away.
- (5) Bicycles and tires.

(b) Nothing shall be dropped, thrown or swept from the patios onto the common elements.

J. Awnings Awnings are prohibited.

K. Relocation of Unit Boundaries and Subdivision of Units

Pursuant to Section 2.5 of the Declaration, Section 5.7 of the Bylaws, and the provisions of Sections 55-79.69 and 55-79.70 of the Condominium Act, Unit Owners may relocate Unit boundaries between adjoining Units or subdivide Units subject to the following provisions:

Applications for relocation of Unit boundaries or subdivision of Units are to be submitted to the Board of Directors and approved prior to any change. Application must be made jointly by the Owners involved. Written approval of the Unit's Mortgagee, if any, of the proposed relocation of Unit boundaries or subdivisions must be attached to the application.

While the Board may not unreasonably withhold approval of the proposed relocation or subdivision, it may require that such relocation or subdivision meet the following requirements. The application must contain:

1. A diagram of existing Unit boundaries;
2. A diagram of proposed Unit boundaries;
3. The proposed re-allocation as between the Units involved or new Units created, as applicable, of the aggregate Common Element Interest appurtenant to those Units;
4. The proposed re-allocation as between the Units involved or new Units created, as applicable, of the aggregate number of votes in the Association allocated to those Units;
5. Qualifications of the person or firm under contract to perform construction;
6. A time schedule for construction and/or demolition of walls and other necessary alterations;
7. The name and address of applicants' counsel;
8. A copy of all applicable permits;

9. A Payment of \$ to defray, in part, the cost to the Association of preparing and executing all instruments required by Sections 55-79.69 or 55-79.70 of the Condominium Act. If the amount of the payment is insufficient to cover these costs the Owner shall promptly, upon notice, remit the remaining amount to the Association. Any excess shall be returned to the Owner after recordation of the instruments required by Sections 55-79.69 or 55-79.70 of the Condominium Act.

10. The following may also be required to the extent applicable:

- a. Pre-design conference.
- b. Submission consisting of.
 - i. Letter Of transmittal
Floor plans
Ceiling plan (if applicable)
 - iv. Construction schedule
 - v. Proposed contracts
 - vi. Location or storage site of building materials (if any)
 - vii. Request for temporary access (if any)
 - viii. Certificate of Insurance of contractor
 - ix. Such other information as the Committee may require.

Any new walls must, at a minimum, meet the standards of original construction, or current building codes if such exceed the standards of original construction. Pursuant to Sections 55-79.69(f) and 55-79.70(f) of the Condominium Act, applicants assume responsibility for all costs related to a relocation of boundaries or subdivision of units, including without limitation, all costs relating to preparing and filing amendments to the Declaration and Bylaws, new Plats and Plans, as required by Sections 55-79.69(e) and 55-79.70(e) of the Condominium Act. In the case of boundary relocations, such costs shall be divided between or among applicants as they agree in writing.

Construction or demolition of Unit walls may not commence until applicant has met the requirements imposed by the Board of Directors, the Rules and Regulations and this Resolution and all appropriate instruments have been prepared, executed and acknowledged and all fees paid. Construction or demolition must be done in such a way as to not unreasonably disturb or interfere

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 9
RULES AND REGULATION -- AMENDMENT**

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, Declaration or Bylaws required to be exercised and done by the Association;

WHEREAS, subsection 5.8(b) of the Bylaws empowers the Board to promulgate and modify the Rules and Regulations; and

WHEREAS, the Board deems it necessary to modify the procedure for amending the Rules and Regulations, and

WHEREAS, it is the intent of the Board to institute such modification.

NOW, THEREFORE, BE IT RESOLVED THAT the following amendment to the Rules and Regulations is hereby adopted.

Page 1, paragraph 1, last sentence, "These Regulations may be amended from time to time by a Policy Resolution of the Board of Directors." Shall be amended to read: "These Regulations may be amended from time to time by the Board of Directors."

Page 1, paragraph 5, "The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder, at any time by Resolution of the Association or the Board of Directors." Shall be amended to read: "The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder, at any time by the Association or the Board of Directors"

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO

RESOLUTION ACTION RECORDED

Resolution Title: Pt' CV No. _____

Pertaining to: ///nitz.4.1i1r4i 7 Ti? To

LCD e.z./ #6.4-4, .5 e.)c, c

Z-E ,0 eV2 f'N't E 77(1i.

Is' 4)A.1 /9 5' 00,

Duly adopted at a meeting of the Board of Directors held 041 - -s'

(0 4 , / . . 7 - 7 A , - e n e ' , L) - - 9

Motion by: RosE pgil-K⁷-#2177 Seconded by: ..S.)..5.4kw

VOIE:

YES NO ABSTAIN ABSENT

Signed by:

President

[Redacted Signature]

Vice President

[Redacted Signature]

Treasurer

Susan Taylor

Secretary

[Redacted Signature]

Director

Wen C. Lavanough

Director

ATTEST.

Secretary

>eirkele

Date /4 -

FILE:

Book of Minutes - Date

9-20-95
10-25-95

Book of Resolutions:

Book No Page No.

Policy

Administrative

Special

General

Resolution effective: ie

, 19 _____

**PARK TOWERS CONDOMINIUM UNIT. OWNERS ASSOCIATION
POLICY RESOLUTION NO. 10
AMENDMENT TO POLICY. RESOLUTION NO. 7**

WHEREAS, Section 3.1 of the Bylaws assigns The Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, Declaration or Bylaws required to be exercised and done by the Association;

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording Policy Resolutions of the Board, and

WHEREAS, the Board deems it necessary to amend Policy Resolution No. 7 using the same procedure by which it was adopted, and

WHEREAS, it is the intent of the Board to institute such amendment.

NOW, THEREFORE, BE IT RESOLVED THAT the following amendment to Policy Resolution No.. 7 is hereby adopted.

Page 8, section III, item I, paragraph 1, reads:

"Floor Coverings During the months between April 1-October 31, Owners may use non-permanent indoor/outdoor carpeting and floor coverings which do not require the use of adhesives without the approval of the Covenants Committee. Owners/Tenants are responsible for insuring that floor coverings are sufficiently anchored to not come free from the patio/balcony, thereby posing a danger to others. Owners *must* submit plans for attaching permanent types of floor coverings (tiles, brick, slate, paint) to the Covenants Committee for approval prior to installation. No floor coveting may extend beyondthe patio.

This paragraph shall be amended to read:

Floor Covering: No carpeting or floor covering of any type is permitted on the patio/balcony floors. Owners with existing floor covering on their patios only may continue to keep their patios covered, but may not install new covering when the existing covering needs replacement or is removed for renovation of patios.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO 11
Amendment to Policy Resolution No. 7

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, Declaration or Bylaws required to be exercised and done by the Association;

WHEREAS, the Board deems it necessary to amend Policy Resolution No. 7 using the same procedure by which it was adopted, and

WHEREAS, it is the intent of the Board to institute such amendment.

NOW, THEREFORE, BE IT RESOLVED THAT the following amendment to Policy Resolution No. 7 is hereby adopted.

The following paragraph shall be deleted from Policy Resolution No. 7.

Section III,Item H, Paragraph 1, Page 7 reads:

"Signs: No signs, advertisement or posters of any kind are permitted in or on the Condominium except that the Board of Directors, Managing Agent, Owner, or a Mortgage Lender may display *signs* no larger then one foot by two foot in unsold or unoccupied Units."

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 12
USE OF UNITS AND COMMON ELEMENTS**

relating to assignment of and use of the storage cubicles

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all acts and things as are not by the Condominium Act or the Condominium Instruments required to be exercised and done by the Association.

WHEREAS, Article 5, Section 5.12 of the Bylaws permits the Board of Directors to assign the storage cubicles to units as Reserved Common Elements;

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

STORAGE CUBICLE POLICY

- A. The Board of Directors will assign to each unit in the Association one storage cubicle.**

- B. Any cubicles used for storage in whole or in part by any unit owner in excess of the one assigned storage cubicle provided pursuant to paragraph 1 above shall be charged \$100... per month per cubicle beginning January 1., 1999, if such items stored are not removed and the cubicle swept clean. The charge of \$100. per month per cubicle shall be due and owing as of the first of the month irrespective of when the cubicle is vacated. Said charges shall be assessed to the unit and shall be due in accordance with Policy Resolution No. 5. If said cubicle is not vacated by February 1, 1999, the Board, at its option, and in its sole discretion, shall lock said cubicle and/or clear out all items within said cubicle, said items to be disposed of.**

- C. Use of storage cubicles, or the Board's disposal of items from cubicles due to policy violation charges, is subject to the restrictions in Article 5, Section 5.12 of the Bylaws.**

- D. Unit owners shall be responsible for providing locks on the storage cubicle assigned to his other unit.**

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 13**

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, Declaration or Bylaws required to be exercised and done by the Association;

WHEREAS, it is the intent of the Board to institute such amendment.

NOW, THEREFORE, BE IT RESOLVED THAT the following amendment to the Declaration For Park Towers is hereby adopted.

**ARTICLE 6
MAXIMUM LEASES ALLOWED**

Except as otherwise provided herein, at absolutely no time shall more than forty percent (40%) of the units in the Condominium be leased unless an exception in writing is granted by the Board of Directors for good cause shown. If, after the adoption of this Amendment to the Declaration, the percentage of leased units exceeds forty percent (40%) of the units in the Condominium, no units shall be leased until such time as the number of leased units falls below forty percent (40%). Except as otherwise stated below, the terms of this provision shall apply to all units purchased after the effective date of this Amendment. Owners who purchased their units prior to the adoption of this Amendment and the first purchasers of their units are exempt from the lease cap and are free to lease their units. Owners who purchased their units prior to the adoption of this Amendment and the first purchasers of their units may sell their units to any available purchaser. The second Owner to purchase a unit after the effective date of this Amendment may lease or occupy their unit, however, when that Owner sells the unit, it must be sold to a person who will occupy the unit, if the maximum number of leased units has been reached as the unit will no longer be exempt from the lease cap set forth in this provision. Once the maximum number of units has been leased, Owners shall be allowed to lease their units as openings become available under the maximum on a first come, first served basis as logged on the Association's waiting list. Any Owner of a unit which is leased on the effective date on this Amendment shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Amendment is recorded in the Land Records of Fairfax County, unless such lease is already on record with the Association.

This provision shall not apply to any leasing transaction entered into by the holder of any institutional first mortgage on a unit, which becomes the owner of a unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. This provision shall apply to all subsequent purchasers therefrom.

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 14
(Lease Addendum)**

WHEREAS, Article 3, Section 3.1 of the Bylaws of Park Towers Condominium Unit Owners Association (hereinafter the "Association") provides that the Board of Directors shall have "all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association" and that the Board of Directors "may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association"; and

WHEREAS, Article 3, Section 3.1(f) of the Bylaws authorizes the Board of Directors to adopt, amend and publish rules and regulations governing the use of the Condominium; and

WHEREAS, it is the intent of the Board of Directors to provide a meaningful framework for the benefit and protection of the Association and the Association's owners and residents by establishing procedures which: (1) provide for equitable protections for the Association regarding the leasing of units within the Association; (2) serve to promote and protect the character and integrity of Park Towers as a condominium; and (3) serve to promote and protect the value of the condominium units and the related investments of all unit owners.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION THAT BEGINNING JANUARY 1, 2001, AND THEREAFTER:

1. No unit may be leased within the Condominium unless the owner *and* tenant(s) have executed a written lease. In addition, no owner may lease his or her unit, and any lease of any unit within the Condominium shall be invalid, null and void, unless the owner and his or her tenant(s) execute and attach the Association's approved Residential Lease Addendum (copy attached) to the lease for the unit. Copies of the Residential Lease Addendum will be available in the on-site management office.

2. All leases shall comply with the requirements of Article 5, Section 5.8(a)(6) of the Bylaws and Policy Resolution No. 13, Maximum Leases Allowed. All leases must be for a period of at least six (6) months.

3. Occupancy or use of a unit for more than twenty (20) days in any one (1) year by a person, other than an owner, a member of the owner's family, an owner's roommate, or a temporary caretaker, shall require the execution of a binding lease agreement between the owner and the occupant in a form acceptable under the laws of the Commonwealth of Virginia.

4. A copy of the fully executed and dated lease, including the Addendum, shall be delivered to the on-site Park Towers Resident Manager at least ten (10) days prior to the tenant's move-in date or within ten (10) days of lease renewal for existing leases.

5. The owner(s) of the leased Unit will provide a copy of the lease, the Addendum, and Park Towers Declaration, Bylaws, Resolutions, Rules and Regulations to tenant(s) prior to tenant's occupancy of the Unit.

6. All tenants are required to abide by all requirements of the lease, the Addendum, the Declaration, Bylaws, Resolutions, Rules and Regulations of the Association.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 1
INVESTMENT AGREEMENT

A. PURPOSE

The Board deems it prudent to engage a professional investment management company (Broker) to provide assistance in investing Park Towers Condominium Unit Owners Association (Park Towers) funds.

B. APPOINTMENT OF INVESTMENT BROKER

The Board hereby appoints Dean Witter as its Broker with responsibilities and authorities as set forth in, "INVESTMENT RESOLUTION AND AGREEMENT, PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, BOARD OF DIRECTORS ADMINISTRATIVE RESOLUTION No. 2.

TERMINATION

The relationship between Park Towers and the Broker created under this Resolution shall remain in effect until it is terminated accordance with Section J. of Administrative Resolution No. 2, referenced in Paragraph B.

D. APPROVAL

1. This resolution was duly adopted at a meeting of the Board of Directors of the Park Towers Condominium Unit Owners Association, duly held on the 26th day of July, 1995, at which a quorum was present and acting throughout, and shall be in full force and effect until written notice of the revocation hereof shall be delivered to and received by the Broker.

For the Board of Directors of the Park Towers Condominium

7,/, -/-412 74⁴6V-elk& 4.4c. e.
Mollie M. Batchelor, President Susan Taylor, Treasurer

2. The Broker hereby agrees to accept and abide by the terms of this resolution.

For Dean Witter

8-9-95

John A. Fell, C.F.P.

Date

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
RESOLUTION ACTION RECORDED

ADMINISTRATIVE RESOLUTION NO: I

Resolution Title: Investment Agreement

Pertaining to: The appointment of Dean Witter Investments as the Park Towers Condominium Broker with the responsibilities set forth in Investment Resolution No. 2

Duly adopted at a meeting of the Board of Directors held July 24 / 79

Motion by: 1-12-79 Seconded by: S145.4-7;5¹-,Y.4-41/C

VOIE:

YES NO ABSTAIN ABSENT

Signed by:*

President Vice M. M. Balchew ✓ _____

President Roscoe Barnett ✓ _____

Treasurer Susan E. Taylor ✓ _____

Secretary Leta M. Smith ✓ _____

Director ALL 4, nav-d.441A ✓

Director

ATTEST: Leta M. Smith _____ D a t e

FILE:

Book of Minutes - Date 7/g. 1/3

Book of Resolutions:

Book No. Page No.

- Policy
- Administrative
- Special
- General

Resolution effective: Y, 19

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 2
INVESTMENT RESOLUTION**

A. OBJECTIVE

The investment objective of the Park Towers Condominium Unit Owners Association (Park Towers) is to obtain the maximum rate of return available on its invested funds consistent with the primary goal of preserving principal.

A. UTHORMES

The Bylaws of Park Towers convey to the Board of Directors (Board) the following duties and responsibilities:

1. Article 3, Section 3.1 - The Board shall have all of the powers and duties necessary for the administration of the affairs of Park Towers and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association,
2. Article .3; Section 3(e) - Collect the assessments against unit owners, deposit the proceeds thereof in bank depositories designated by the Board and use the proceeds to carry out the administration of the property.
3. Article 3, Section 3(g) - Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.
4. Article 4, Section 4.7 - The Treasurer shall have the responsibility for overseeing. Park Towers funds.

C. INVESTMENT BROKER

1. By Administrative Resolution adopted July 26, 1995, the Board appointed Dean Witter as Investment Broker (Broker) for Park Towers.

D-. COSTS AND FEES

1. The Broker agrees that there will be no periodic charges of any type for opening, maintaining and, if so instructed, terminating the accounts described in the foregoing.
2. The Broker, acting as agent and principal, will earn transaction based commissions on securities bought and sold for the Park Towers accounts. The commission costs may be born by the issuer and not Park Towers.
 - a. No management fees will be charged to Park Towers
 - b. No custodial fees will be charged to Park Towers.
 - c. No consulting fees will be charged to Park Towers.

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 2
INVESTMENT RESOLUTION**

A. OBJECTIVE

The investment objective of the Park Towers Condominium Unit Owners Association (Park Towers) is to obtain the maximum rate of return available on its invested funds consistent with the primary goal of preserving principal.

B. AUTHORITIES

The Bylaws of Park Towers convey to the Board of Directors (Board) the following . duties and responsibilities:

1. Article 3, Section 3.1 - The Board shall have all of the powers and duties necessary for the administration of the affairs of Park Towers and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association,
2. Article 3, Section 3(e) - Collect the assessments against unit owners, deposit the proceeds thereof in bank depositories designated by the Board and use the proceeds to carry out the administration of the property.
3. Article 3, Section 3(g) - Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.
4. Article 4, Section 4.7 - The Treasurer shall have the responsibility for overseeing Park Towers funds.

C. INVESTMENT BROKER

1. By Administrative Resolution adopted July 26, 1995, the Board appointed Dean Witter as investment Broker (Broker) for Park Towers.

D. COSTS AND FEES

- 1, The Broker agrees that there will be no periodic charges of any type for opening, maintaining and, if so instructed, terminating the accounts described in the foregoing.
2. The Broker, acting as agent and principal, will earn transaction based commissions on securities bought and sold for the Park Towers accounts. The commission costs may be born by the issuer and not Park Towers.
 - a. No management fees will be charged to Park Toners
 - b. No custodial fees will be charged to Park Towers.
 - c. No consulting fees will be charged to Park Towers.

E. INVESTMENT GUIDELINES

- 1. All investment accounts opened by the Broker for Park Towers shall be in the name of Park Towers Condominium. Likewise, all investments acquired by the Broker for Park Towers shall be in the name of Park Towers Condominium.**
- 2. Park Towers funds under control of the Broker shall, within the parameters of Section 26-40 of the Code of Virginia, be:**
 - a. deposited in an account with a lending institution, the accounts of which are insured by an agency of the United States of America, or**
 - b. invested in obligations of, or fully guaranteed as to principal by, the United States of America, or**
 - c. invested in Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State).**
- 3. Under no circumstances shall the Broker execute any instructions which are in conflict with the foregoing guidelines.**
- 4. Except where investments are made in obligations of the United States of America, the Broker shall not exceed applicable insurance limits.**
- 5. Financial institutions in which Park Towers Funds are invested shall have undergone a due diligence review by the Broker and believed by the Broker to be safe and sound.**
- 6. Investments should be free from loss of principal. However, the Board understands and accepts that if it instructs the Broker to sell investments before maturity, a loss of principal could result.**

F. INVESTMENT INSTRUCTIONS

- 1. The Treasurer or, in the Treasurer's absence, the President, Vice President, or Secretary, in that order, is/are authorized individually by the Board to provide instructions concerning initial investments and reinvestments of Park Towers funds. Such instructions may be made verbally, in writing, or by facsimile transmission or otherwise and shall be confirmed in writing within fifteen calendar days by the Broker by letter to the Treasurer.**
- 2. Instructions regarding the withdrawal of Park Towers funds under control of the Broker shall be conveyed in writing in advance and must be signed by any two of the following officers of the Board: President, Vice President, Treasurer, and Secretary.**

3. In the event of any change in the office or powers of persons hereby authorized to issue investment instructions, the Secretary of the Board shall promptly certify such changes to the Broker in writing.

G. PERIODIC STATEMENTS

1. The Broker will prepare a monthly statement for months in which there has been investment activity and otherwise a quarterly statement on the investment account it is managing for Park Towers. Each statement will: reflect all investment activity over the calendar month and balances as of month end; itemize investments by type (certificates of deposit, securities, etc.), including description, maturity date, interest rate, and purchase price and/or market value for each. Copies of each statement will be delivered to the Treasurer and the Park Towers Managing Agent by the 10th day of the following month.

H. ADDITIONAL RESPONSIBILITIES OF BROKER

1. Maintain in full force and effect a fifty million dollar (\$50 million) fidelity bond and excess securities insurance per account in an amount at least as great as Park Towers funds under investment_ The Broker will provide the Board, within 30 days from the date of this resolution and annually thereafter, a written statement from the insurer with whom the excess securities bond is placed indicating that Part Towers would receive full protection provided by Securities- Investment Protection Corporation Insurance as a result of a defalcation by the Broker involving Park Towers funds.

2_ Consult with the Treasurer in advance of any pending or proposed transaction to recommend and receive approval for appropriate action.

3. Promptly and fully respond to questions posed in writing, by telephone, or in person by the Board through its Treasurer or, in the absence of the Treasurer, the President

4. Meet at least annually with the Board and at such other times as may be mutually agreed, to discuss an annual report on investment performance.

5. Coordinate financial record keeping with the Managing Agent.

6. Supply such information as may be needed by the accounting firm employed to audit Park Towers financial records and prepare income tax returns.

I. ADDITIONAL RESPONSIBILITIES OF BOARD

1. The Treasurer, in consultation with the Broker, will prepare a schedule of maturity dates for investments so as to maximize return while, to the extent reasonable, assuring that funds are available to fund capital improvement projects and anticipated repair and replacement expenditures.

2. The Board is ultimately responsible for all investment decisions and will be accountable for the objectives indicated herein, except for:

a. violations, by the Broker, of any specific guideline set forth in this document; and

b. actions taken by the Broker which are in violation of applicable Laws, regulations, or standards of the industry.

3. To assure the orderly transition of management of funds by the Managing Agent to the Broker, the Board hereby directs the Managing Agent to provide the Broker with a current schedule of Park Towers investments, including the issuer, rate of return, and expiration date. As these investments expire, the Managing Agent will arrange for the transfer of funds to the Broker, therefore, the full transfer of funds to the Broker will not be complete until all cumant securities expire.

4. The guidelines stated herein will be in force at all times and apply to any Broker engaged by *Park Towers* unless and until the Board directs otherwise in writing.

J. TERMINATION

1. Either the Board or the Broker may terminate the existing relationship upon written notice to the other at anytime. If termination is initiated by the Board, the notice will include instructions for disposition of Park Towers *investments*.

K. APPROVAL

This resolution was duly adopted at a meeting of the Board of Directors of Park Towers Condominium Unit Owners Association, duly held on the 26th day of July, 1995, at which a quorum was present and acting throughout, and shall be in full force and effect until written notice of the revocation hereof shall be delivered to and received by the Broker.

For the Board of Directors of Park Towers Condominium

al6;22f&Mir)
Mollie M. Batchelor, President

F. 2ee-y/07
Susan Taylor, Treasurer

The Broker hereby agrees to accept and abide by the terms of this resolution.

For Dean Witter

John A. Fell, C.F.P.

Date

P- 9-95'

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
RESOLUTION ACTION RECORDED**

ADMINISTRATIVE RESOLUTION NO: 2

Resolution Title: Investment Resolution

Pertaining to: The investment objective and the agreement with Dean Witter Investments as the Park Towers Condominium Broker.

Duly adopted at a meeting of the Board of Directors held ---/did /9 7-

Motion by: MOLL .4⁶/91r4ade-Seconded by: gusAiliv i/StY1-0/Ci

VOIE:

Signed by:*

President 12/4/14 deL) Y79 NO ABSTAIN ABSENT

Vice President - i"jeLAA_Ott

Treasurer 70:-//v7 Secretary

Director 461

Director

ATTEST:

Secretary (⁴1A(4, eo .,))//

Date 7/4/9'5⁻³

FILE:

Book of Minutes - Date _____

Book of Resolutions:

Book No. Page No.

Policy

Administrative

Special

General

Resolution effective: ---10/-.Y, 19 ____

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
RESOLUTION ACTION RECORDED**

ADMINISTRATIVE RESOLUTION NO: 3

Resolution Title: Covenants Committee

Pertaining to: The creation of a standing Covenant Committee to advise and assist the Board in monitoring and enforcing compliance by owners and residents with the provisions of the Condominium Instruments, Rules & Regulations and Resolutions.

Duly adopted at a meeting of the Board of Directors held on _____, 2019

Motion by: fiacc, hrhc Seconded by: N/C

_VQIE:

YES NO ABSTAIN ABSENT

Signed by:*

President 997, AIL077.6 V

Vice President ..? .krr....-s- rx . r-43.-)..A.Q.7d I/

Treasurer

Secretary

D i r e c t o r

Director (11.4-%-t-.4"-c.-v-0.-e--12. V

Director

ATTEST: _____ f)

Secretary Date _____

FILE:

Book of Minutes - Date 9-26

Book of Resolutions:

Book No. No. Page No.

Policy _____

Administrative _____

Special _____

General _____

Resolution effective: 9- Re' 1 19 c?

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 3
COVENANTS COMMITTEE**

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association; and

WHEREAS, Section 3.18 of the Bylaws requires the Board to create a Covenants Committee to assist in monitoring and enforcing compliance with the Condominium Instruments, Rules and Regulations and Resolutions of the Condominium,

NOW, THEREFOR, BE IT RESOLVED THAT a Covenants Committee is hereby established in accordance with the following:

I. RESPONSIBILITY

The primary responsibility of the Covenants Committee is to advise and assist the Board in monitoring and enforcing compliance by Owners and Residents with the provisions of the Condominium Instruments, Rules and Regulations and Resolutions.

In fulfilling this responsibility the Committee shall perform functions that include, but are not necessarily limited to, the following:

A. Regulate the design, appearance, use and maintenance of the Common Elements.

B. Issue, cease and desist requests to Owners, their families, guests, invitees, tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Act, the Condominium Instruments, the Rules and Regulations or Resolutions of the Board of Directors (upon petition of any Owner or upon its own motion).

C. From time to time, provide interpretations of the Condominium Instruments, Rules and Regulations and Resolutions when requested to do so by an owner or the Board of Directors

D. Propose, for Board of Directors adoption, guidelines for the Committee's area of operation.

E. Establish procedures for the conduct of hearings.

F. Develop an annual Committee budget request.

G. Take actions as directed by the Board of Directors.

FL Perform the functions of the Committee set forth in the Condominium Instruments.

II. MEMBERSHIP

A. The Committee shall consist of three persons appointed by the Board of Directors.

B. Members shall serve for a one year term.

III. ORGANIZATION AND ELECTION OF OFFICERS

A. Unless the Chairman and Vice Chairman are appointed by the Board of Directors, the Committee will, at its first regular meeting following its creation, and from time to time thereafter, elects a Chairman and a Vice Chairman from its members. The Committee or the Board may remove the Chairman or Vice Chairman with or without cause.

B. The Chairman will designate a Secretary from the members of the Committee. The Secretary shall be responsible for keeping the Committee membership roster, recording minutes of all Committee meetings and in general maintaining written documentation on Committee decisions and activities. The Secretary shall keep a record of funds expended by the Committee, if any.

C. Functions of the Chairman include the following:

I. Coordinating and supervising the .Committee activities and meeting to assure that Committee responsibilities are met.

2. Preparing Committee reports for submission to the Board of Directors.

3. Serving, with the Secretary, in a budget review capacity for the Committee, to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various subcommittees.

D. Reporting and Channels Communication

1, The Committee shall, through it's Chairman, submit to the Board written reports on a regular basis. Such reports shall include at least the following: (a) a list of applications received; (b) a list of decisions on applications; (c) violations identified; (d) actions taken with violations; and (e) hearings held, subject matter, and decisions.

E. The Committee Secretary shall prepare and, submit through the Chairman, to the Board of Directors, the minutes of all full committee meetings.

IV. MEETINGS

Regular meetings of the full Covenants Committee shall be held at least once each quarter or more often as necessary to carry out assignments and responsibilities. Otherwise, the conduct of business shall be according to the operating procedures set forth in the Administrative Resolution on Committee Structure.

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
RESOLUTION ACTION RECORDED**

ADMINISTRATIVE RESOLUTION NO: 4

Resolution Title: VIOLATION PROCEDURES

Pertaining to: Procedures for violations of the Condominium Instruments, Rules and Regulations and Resolutions

Duly adopted at a meeting of the Board of Directors held --f/411/0-9'1ZY 4VA, 99C

Motion by: M S, -, --4 Seconded by: /I' aSS ibMee rR

**VOIE:
YES NO ABSTAIN ABSENT**

Sinned by:* ,

President Vice

President 1..0-., ,SN\ • h`CkAkiLtr

Treasurer Jarcul fr7

Secretary

Director

Director Alice to leavonagh _____

ATTEST: Tica M Smith

Secretary Date _____

FILE:

Book of Minutes - Date / V'YZ

Book of Resolutions:

Book No. Page No.

Policy

Administrative

Special

General

Resolution effective: --N1,4,1a/Ofey 4.2V 19 ____

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 4
ADOPTION OF VIOLATION PROCEDURES**

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, Declaration or Bylaws required to be exercised and done by the Association;

WHEREAS, section 3.18(c) of the Bylaws empowers the Board to establish procedures for the Covenants Committee's duties, and

WHEREAS, the Board wishes to adopt Violation Procedures.

NOW, THEREFORE, BE IT RESOLVED THAT the following violation procedure and applicable forms are hereby adopted.

PARK TOWERS CONDOMINIUM VIOLATION PROCEDURES

The attached document contains eight (8) enclosures as follows:

FORM	<u>DESCRIPTION</u> Informal	<u>RESPONSIBILITY</u>
Form A	Notice Letter of	Resident Manager
Form B	Compliant Preliminary	Complainant
Form C	Investigation Covenants	Covenants Committee
Form D	Committee Letter	Covenants Committee
Form E	Community Manager	Community Manager
Form F	Letter Service of Complaint & Notice of	Covenants Committee Chairperson
Form G	Hearing Notice of Defense	Enclosed with Form F
Form H	Cease & Desist Request	Enclosed with Form F

PARK TOWERS CONDOMINIUM VIOLATION PROCEDURES

- 1. The Resident Manager will initiate first contact with the party who has committed the alleged violation. The Resident Manager will document the contact (Form A).**
- 2. IF VIOLATION CONTINUES the Covenants Committee will request a letter (Form B) from the complainant and do a follow up "PRELIMINARY INVESTIGATION" (Form C), This notice shall have time limits for compliance. The Covenants Committee will forward a letter (Form D) to the violating party and attach the "Preliminary Investigation" form.**
- 3. IF VIOLATION CONTINUES the Community Manager will forward a second notice letter (Form E) advising the violating party that the Covenants Committee will initiate "SERVICE OF COMPLAINT & NOTICE OF BEARING" procedures within a specified number of days if violation continues.**
- 4. IF VIOLATION CONTINUES the Covenants Committee will take the following action:**
 - a. Secure a "LETTER OF COMPLAINT" (Form B) from the complainant (any owner, tenant, officer, director or agent of the Association), if one has not yet been received.**
 - b. Serve the unit owner with a "SERVICE OF COMPLAINT & NOTICE OF HEARING" (Form F). This letter will be accompanied with a statement entitled "NOTICE OF DEFENSE" (Form G). A CEASE & DESIST REQUEST" LETTER (Form H) is optional.**
 - c. This letter will be sent by either "personal receipted service or certified mail, return receipt requested,**
 - d. If the Respondent is a Tenant, a copy of the complaint and accompanying notices shall also be sent to the record owner of the unit.**

FORMS:

Form A	Informal Notice	Form G	Notice of Defense
Form B	Letter of Compliant	Form H	Cease & Desist Request
Form C	Preliminary Investigation		
Form D	Resident Manager Letter		
Form E	Community Manager Letter		
Form F	Service of Compliant & Notice of Hearing		

**PARK TOWERS CONDOMINIUM
RESIDENT MANAGER VIOLATION REPORT
INFORMAL NOTICE**

Name of person/s violating rules:

Unit No. of person/s violating rules:

Are the person/s tenants or owners:

VIOLATION STATISTICS

Date & time of violation:

Describe the violation/s & rule/s violated:

Date & time of discussion with violator/s:

Name & unit number of person/s making complaint (if applicable):

SIGNATURE:

Barbara Bach, Resident Manager

cc: Unit file
Covenants Committee

**PARK TOWERS CONDOMINIUM
LETTER OF COMPLAINT**

Name of person/s violating rules:

Unit No. of person/s violating rules:

Are the person/s tenants or owners?

VIOLATION STATISTICS

Date & Time of violation:

Describe the violation/s and the rule/s violated:

Have you personally requested the unit owner or tenant to cease the rule/s violation?

_____ Yes,

_____ No, Veibally, _____ By written request. When? _____

Name & unit no. of person/s making complaint:

SIGNATURE:

Date:

**cc: Unit file
 President, Board of Directors
 Chairperson, Covenants Committee**

**PARK TOWERS CONDOMINIUM
COVENANTS COMMITTEE VIOLATION REPORT
PRELIMINARY INVESTIGATION**

Name of person/s violating rules:

Unit No. of person/s violating rules:_____ Tenants or Owners:(circle one)

VIOLATION STATISTICS

Date & time of violation:

Describe violation/s & rule/s violated:

Name & unit no. of person/s roakkg complaint (if applicable):

Chairperson:_____ Signature _____
Covenants Committee

Member: _____ Signature _____
Covenants Committee

Member: _____ Signature _____
Covenants Committee

**cc: Resident
Unit file
Owner (if applicable)**

**PARK TOWERS CONDOMINIUM
200 NORTH MAPLE AVENUE
FALLS CHURCH, VIRGINIA 22046**

Date

Name: _____

Address: _____

City, State, Zip: _____

Dear _____⁵

The Park Towers Covenants Committee asked me to notify you that it received a complaint against your unit for the attached violation/s.

The Committee will review and follow up on this notice in _____ days. The Committee will note at this time if the violation has been corrected. It is not required that you call the office once you have corrected the violation. We thank you for your cooperation in correcting this violation. Strict adherence to the Rules and Regulations make it possible for all residents to live comfortably in close proximity with others, assures an attractive living environment for all members of the community, and helps maintain the property value of you investment

If you have any questions, you may call me at (703) 237-3806.

Sincerely,

**Eda Harris
Chairperson, Covenants Committee**

**cc: Board of Directors
Community Manager
Unit File
Unit owner (if applicable)**

**PARK TOWERS CONDOMINIUM
200 NORTH MAPLE AVENUE
FALLS CHURCH, VIRGINIA 22046**

Date

Name

Address

City, State, Zip

Dear _____

The attached violation was sent to you advising you that you are in violation of the Park Towers Rules and Regulations. The specific complaint is described in the notice.

The Covenants Committee has reviewed the complaint and noted that the violation has not been corrected.

Accordingly, I must notify you that if corrective action does not occur withindays from the date of this notice, I will be forced to turn this matter over to the Committee for final action through a hearing. The hearing may result in fines and/or other sanctions.

If you have any questions concerning this notice, please call me at (703) 848-4363.

Your cooperation in resolving this matter will be greatly appreciated.

Sincerely,

**Judy L. Whitehead
Community Manager**

cc: Covenants Committee
Board of Directors
Unit File
Tenant (if applicable)

**PARK TOWERS CONDOMINIUM
SERVICE OF COMPLAINT AND NOTICE OF HEARING**

TO:

DATE:

**RE: PARK TOWERS CONDOMINIUM
VIOLATION OF**

Dear

The governing documents of Park Towers Condominium Unit Owners Association contain covenants, policies and rules which govern the rights and conduct of the residents of the condominium. Pursuant to the terms of Policy Resolution No. 5 and the Virginia Condominium Act, you are hereby provided with service of a complaint that has been filed against you.

Statement of violations: _____

Notice of Hearing: You are hereby notified that a hearing will be held before the Covenants Committee of the Park Towers Condominium Unit Owners' Association in the Party Room, 200 North Maple Avenue, Falls Church, Virginia on _____, 19____, at the hour of _____, upon the charges made in the complaint served upon you. You may be present at the hearing and may, but need not be, represented by counsel, may present any relevant evidence, and will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items related to the matter complained of by applying to the Board of Directors of the Association. Charges for the violation alleged may include an assessment of up to fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature of such greater amounts as may be authorized by the Virginia Condominium Act. Use of certain Condominium facilities or services may also be suspended for the violation."

RE: Park Towers Condominium, Violation of _____

If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date by hand delivery or regular first class mail

Sincerely.

**Eda Harris
Chairperson, Covenants Committee**

**Enclosures: Complaint
Notice of Defense**

**cc: Board of Directors
Property Manager, Legum & Norman
Legal Council
Covenants Violation File
Unit file
Tenants (if applicable)**

**PARK TOWERS CONDOMINIUM
NOTICE OF DEFENSE**

TO:

DATE:

As the Respondent to the pending complaint, you are hereby advised that you may have certain rights regarding the pending claims against you. You may:

(a) Attend the hearing before the Covenants Committee;

b) Object to the complaint to the Covenants Committee in writing within five days on the grounds that it does not state the acts or omissions upon which the Covenants Committee may proceed;

(c) Object to the form of the complaint to the Covenants Committee in writing within five days on the grounds that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare proper defense; or

(d) Admit to the complaint in whole or in part. In such event, the Covenants Committee shall meet to determine appropriate action and/or penalty, if any.

Any objections to the complaint based on paragraphs (b) or (c) above shall be provided in writing to a member of the Covenants Committee or the Managing Agent within five days of service of the complaint. The Covenants Committee shall consider the objection and make its determination within ten days of its receipt of the objection. The Committee shall make its determination and notify all parties within such ten-day period. If the complaint is found insufficient, the Complainant shall have ten days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Covenants Committee that the complaint is still insufficient, then the matter shall be dismissed by the Covenants Committee.

Date

Respondent's Signature

Note: Two (2) copies of this Notice of Defense have been provided to you. You are asked to fill out one copy and return it to Park Towers Condominium, do Legum & Norman, Inc., 1430 Springhill Road, Suite 300, McLean, VA 22102. Retain the second copy for you records.

cc: Unit file, tenant (if applicable)

**PARK TOWERS CONDOMINIUM
CEASE AND DESIST REQUEST**

The Covenants Committee has received the attached complaint.

SEE ATTACHED LETTER OF COMPLAINT

By Authority of Section 55-79.53 of the Code of Virginia (Condominium Act), as amended and Section 3.18 of the Bylaws, the Committee hereby orders you to CEASE AND DESIST such acts or actions until this order is abrogated by a ruling of the Committee, Board or a court of law; Failure to comply with this request may result in the initiation of legal action against you.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 5

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium 1995 Tax Method

Pertaining to: The Park Towers Unit Owners' Association elects to apply all or part of the excess assessment income to the following year's assessment and that such final amount shall be at the Board's discretion.

Duly adopted at a meeting of the Board of Directors held March 27, 1996

_____c

~~South~~ 48/ C

Motion by: _____ e. c

VOTE:

YES NO ABSTAIN ABSENT

Signed by:*

President X., ,q _____ /9,...i../.7 /

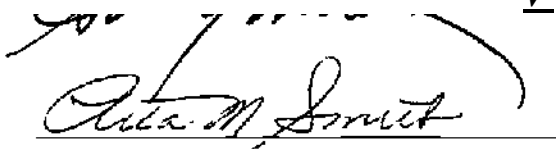
Vice President S2\N' . ittNiv--t-14 i;

Secretary, --L747/1/ze--/- i----"

Director 11

Director V

ATTEST:
Secretary



Date 3/27

FILE:

Book of Minutes - Date: March 27, 1996

Book of Resolutions:

Book No. Page No.

Administrative

Resolution effective: <Vs-2- 7 , 19

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 6**

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium Unit Owners Association (PTCUOA)

Signature Authorization

Pertaining to: The authorization of Mollie Batchelor, BOD President and Susan Taylor, BOD Treasurer, to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this PTCUOA.

Duly adopted at a meeting of the Board of Directors held on November 19, 1996.

Motion by: _____ Ih3V.ar _____
Rose Raved Alice Cavanaugh

VOTE:

&vied by:*

YES NO ABSTAIN ABSENT

President 48 X _____

Vice President _____ X _____

Secretary X _____

Director 1 = X

Director 4 X

ATTEST:

Secretary X'r-2ALAcic _____ Date: November 19, 1996
Rita M. Smith

FILE:

Book of Minutes - Date November 19, 1996

Book of Resolutions:

Book No. Page No.

Policy

Administrative

Special

General

Resolution effective: November 19, 1996

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 7**

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium Unit Owners Association (PTCUOA) Facsimile Signature Authorization

Pertaining to: The authorization of Franklin National Bank to accept the use of a facsimile signature for William D. Norman of Legum & Norman pertaining to PTCUOA business.

Duly adopted at a meeting of the Board of Directors held on November 19, 1996.

Motion by: '20--IleNt• . /4044.A..03⁹
Rose Barlett

Seconded by: 
Shirley Mottin

VOIE:
YES NO ABSTAIN ABSENT

Shand by:*

President 2) ¹4-ae; OVOVai) ^X -

Vice President 7₁--dmaZX- Aeltwt ^X

Secretary 2, / ^X

Director Bliss G. Lavanang ^X _____

Director Shirley Mottin ^X _____

ATTEST:
Secretary Rita M. Smith Date: November 19, 1996
Rita M. Smith

FILE:

Book of Minutes - Date November 19, 1996

Book of Resolutions:

Book No. Page No.

- Policy
- Administrative
- Special
- General

Resolution effective: November 19, 1996

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 8**

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium 1996 Tax Method

Pertaining to: The Park Towers Unit Owners' Association elects to apply all or part of the excess assessment income to the following year's assessment and that such final amount shall be at the Board's discretion.

Duly adopted at a meeting of the Board of Directors held January 22, 1997

Motion by: Alice Cavanaugh Seconded by: Shirley Morin

<u>Signed by:*</u>		YES NO ABSTAIN ABSENT
President Vice	_____ <i>x</i> _____	
President	_____ X _____	
Secretary	<i>Lueta M. Smith</i> _____ X	
Director	<i>Alice C. Cavanaugh</i> _____ X	
Director	<i>Shirley A. Morin</i> _____ X	
ATTEST: Secretary	<i>Lueta M. Smith</i>	Date <u>1-2-7</u> <u>7</u>

FILE:

Book of Minutes - Date: January 22, 1997

Book of Resolutions:

	Book No.	Page No.
Administrative	_____	_____

Resolution effective: January 22 , 1997

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 9**

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium Unit Owners Association (PTCUOA)
Signature Authorization

Pertaining to: To rescind the authorization of Mollie Batchelor, previous BOD President and authorize Rose Barrett, BOD President to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this PTCUOA. Susan Taylor, BOD Treasurer, will continue to have authorization as adopted in Administrative Resolution No. 6

Duly adopted at a meeting of the Board of Directors held on March 25, 1998.

Motion by: *Rita M. Smith*
Rita M. Smith

Seconded by: *Shirley Morin*
Shirley Morin

Signed by:*

VOTE:

YES NO ABSTAIN ABSENT

President	<u><i>Rose M. Barrett</i></u> <i>Rose Barrett</i>	✓			
Vice President	<u><i>Stephanie Schaeffer</i></u> <i>Stephanie Schaeffer</i>	X			
Secretary	<u><i>Rita Smith</i></u> <i>Rita Smith</i>	✓			
Director	<u><i>Shirley Morin</i></u> <i>Shirley Morin</i>	✓			
Director	<u><i>Amy White</i></u> <i>Amy White</i>	✓			
ATTEST: Secretary	<u><i>Rita Smith</i></u> <i>Rita Smith</i>				Date <u>3-25-98</u>

FILE:
Book of Minutes - Date March 25, 1998
Book of Resolutions:

Book No. Page No.

Administrative _____

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 10**

RESOLUTION ACTION RECORDED

Resolution Title: Amendment to Rule and Regulation No. 41 titled "STORAGE"

Pertaining to: The addition of a paragraph to this regulation is applied as follows:

Each unit will be assigned one (1) storage bin, unless otherwise specified by the Board of Directors. No inflammable or perishable material will be stored in these bins. The bins must be locked at all time when not in use.

Duly adopted at a meeting of the Board of Directors held on March 25, 1998.

Motion by: *Rita M. Smith* Seconded by: *Shirley Mann*
 Rita M. Smith Shirley Mann

VOTE:
 YES NO ABSTAIN ABSENT

Signed by:*

President	<u><i>Rose M. Barrett</i></u> Rose Barrett	✓	_____	_____
Secretary	<u><i>Stephanie Schaeffer</i></u> Stephanie Schaeffer	✓	_____	_____
Director	<u><i>Rita S Pith</i></u> Rita S Pith	✓	_____	_____
Director	<u><i>Shirley Mann</i></u> Shirley Mann	✓	_____	_____
	<u><i>Amy White</i></u> Amy White	✓	_____	_____

ATTEST:
 Secretary *Rita Smith* Date 3-25-98
 Rita Smith

FILE:

Book of Minutes - Date March 26, 1998

Book of Resolutions:

	<u>Book No.</u>	<u>Page No.</u>
Administrative	_____	_____

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 12**

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium 1999 Tax Method

Pertaining to: The Park Towers Unit Owners' Association elects to apply all or part of the eXcest assessment income to the following year's assessment and that such final amount shall be at the Board's discretion.

Duly adopted at a meeting of the Board of Directors held March 22,2000

Motion by: Te Lia Smith Seconded by: lila M. Rose Barrett
Rose Barrett

	Y	
President	<u>Rose M. Barrett</u> Rose Barrett	✓
Vice President	<u>Sally Klein</u> Sally Klein	✓
Secretary	<u>Rita Smith</u> Rita Smith	_____
Director	<u>Norma Fleming</u> Norma Fleming	✓
Director	_____	ES NO <u>ABSTAIN</u> <u>ABSENT</u>
Director	<u>Amb Ate</u>	_____
ATTEST: Secretary	<u>Rita M. Smith</u> Rita Smith	Date. _____ - ____ 6 CO

FILE:

Book °afloat= - Date March 22,2000

Book of Resolutions: Book No. age-No.

Administrative _____

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 13**

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium Unit Owners Association (PTCUOA) Signature Authorization

Pertains to: To rescind the authorization of Susan Taylor, previous Board Treasurer and authorize Markle Martini, BOD Treasurer to set assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this PTCUOA. Rose Barrett, BOO President, will continue to have authorization as adopted in Administrative Resolution No. 9

Duty adopted at meeting of the Board of Directors held on November 26 2001.

Motion by: Rape Swat
t4VAirtf Seconded by: im QC/3 4y iAXX14

		Itcn:	YES	NO	ABSTAIN	ABSENT
MEMBER						
President	● <u>R Barrett</u>		✓			
Vice President	<u>Amy Whitt</u> tA21,1.		t/			
Treasurer	<u>91-X47 40- 447 4-</u> Matins matiti		✓			
Director	<u>918,14.-rissi</u> Miracola Fanning		✓			
Director	<u>Sally Klein</u>		✓			
ATTEST: Secretary	<u>Rita Smith</u>					Data <u>1 1</u>

FILE:

Book of Minutes - Date November 29, 2001

Book of Resolutions:

Book No. Page No.
Administrative _____

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: II
SECOND AMENDMENT TO THE DECLARATION**

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association; and

NOW, THEREFORE, BE IT RESOLVED THAT in accordance with the Second Amendment to the Declaration of Park Towers Unit Owners' Association the Board of Directors will establish a fair and impartial list of current owners who may want to lease their unit/s when the ratio falls below twenty-five percent (25%) in accordance with the following:

I The Board of Directors must receive a *letter of request* stating the owners' desire to be placed on the list of current owners who may want to lease their unit when the ratio falls below twenty-five percent (25%). The letter should include the date of request and current address and phone number of the person's making the request. This list and the dated letter will be retained in the Park Towers Management Office.

2. Applicants will be placed on the list on a first come first served basis for a period of five years beginning with PTCUOA Annual Meeting February 2002. Every five years the owner occupant must re-confirm their desire, by letter, to remain on the list for leasing their owner occupied unit.

3. When the ratio falls below twenty-five percent (25%) the first name on the list will be given the opportunity to lease their unit. Should the applicant be notified of a lease opening and the opening is refused or postponed, the applicant's application will be retained at the top of the list.

4. The applicant's status on the list will be available by request to the office. The list will be available as a public record to any owner that wants to see it.

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 14**

RESOLUTION ACTION RECORDED

Resolution Title: Amendment to The Declaration of Park Towers Condominium

Pertainina to: The Park Towers Condominium Unit Owners Association's compliance with the provision of the Amendment to the Declaration of Park Towers Condoniinium of a twenty-five percent (25%) rental cap to maintain an Association waiting list for cm reta owners who would like to be able to lease their unith when the rental cap drops below twenty-five percent (25%).

Duly adopted at a meeting of the Board of Directors held on November 28, 2001.

Motion by: t24-1 NLAAilt
Rose Barrett

Seco nd ed by: 000
Marina Martini

VOIE:

YES NO ABSTAIN ABSENT

& may*

President Vice

Rose

Rose Barrett

President

AnY Mime

Director

[Signature]

✓

Director

r E40.4-7Prur-' -Zi-gpic441
Norma Fanning U

Director

Marina Martini ✓
Marina Martini

ATTEST:
Secretary

Rita Smith
Rita Smith

Date 11/28/01

FILE:

Book of Minutes - Date November 28, 2001

Book of Resolutions:

Book No. Page No.

Administrative

**PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 15**

RESOLUTION ACTION RECORDED

Resolution Title: Park Towers Condominium Unit Owners Association (PTCUOA) Signature Authorization

Pertaining to: To rescind the authorization of Rose Barrett, previous BOD President and authorize Amy White, BOD Acting President to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this PTCUOA.

To rescind the authorization of Marina Martini, previous BOD Treasurer and authorize Charles Grove, BOD Acting Treasurer to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this PTCUOA.

Duly adopted at a meeting of the Board of Directors held on June 18, 2002.

Motion by: OLL, st, **Seconded by:** 1421¹
 Jill Fanning Terry Hill

VOTE:
 YES NO ABSTAIN ABSENT

Signed by:*
Acting President (cy)tL.t z)LtC4r
 Amy White Gi

Director Jill Fanning

Director Terry Hill

Treasurer Charles Grove

Director Marina Martini

ATTEST:
Acting Secretary Rita Smith **Date** 6/18/02

FILE:

Book of Minutes - Date June 18, 2002

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PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 17

AMENDMENT TO ADMINISTRATIVE RESOLUTION NO: 14

WHEREAS, Section 3.1 of the Bylaws assigns the Board of Directors all of the power and duties necessary for the administration of the affairs of the Association and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Association; and

NOW, THEREFORE, BE IT RESOLVED THAT in accordance with the Second Amendment to the Declaration of Park Towers Unit Owners' Association the Board of Directors will establish a fair and impartial list of current owner occupants who may want to lease their unit/s when the ratio falls below twenty-five percent (25%) in accordance with the following;

1. The Board of Directors must receive a letter of request stating the owner occupant's desire to be placed on the list of current owner occupants who may want to lease their unit when the ratio falls below twenty-five percent (25%), The letter should include the date of request and current address and phone number of the person/s making the request. This list and the dated letter will be retained in the Park Towers Management Office.
2. Applicants will be placed on the list on a first come first served basis,
3. When the ratio falls below twenty-five percent (25%), the first person on the list will be given thirty (30) days to accept the opportunity to lease their unit. Should the owner elect to exercise the option, he/she will be given ninety (90) *days* to lease the *unit*. Should the applicant be notified of a lease opening and refuse the opening, or fail to exercise the option to lease, the applicant will be retained in his/her original position on the list. The next name on the list will be notified.
4. The applicant's status on the list will be available by request to the office. The list will be available as a public record to any owner who wants to see it.

PARK TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO: 17

RESOLUTION ACTION RECORDED

Resolution Title: Amendment to Administration Resolution No.14

Pertaining to: The Association elects to update the specifications for the list of owners requesting to be allowed to lease their units.

Duly adopted at a meeting of the Board of Directors held on June 23, 2003.

Motion by: 27 **i49ke5b**


Seconded by: 

VOTE:

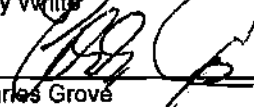
Signed by:*

YES NO ABSTAIN ABSENT

President


Amy White

Vice President
& Treasurer


Charles Grove

Director

JarYFanning

Director

Marina Martini

(3)

Director

Vacant

ATTEST:

Acting Secretary

Rita Smith

Date: June, 23, 2003

FILE:

Book of Minutes - Date - June 23, 2003

Book of Resolutions:

Book No. Page No.

Administrative