

Rules and Regulations
Cleveland House Condominium

Rules and Regulations
Cleveland House Condominium

CLEVELAND HOUSE RULES

Revised May 2024

Article V, Section 3 of the Bylaws of Cleveland House gives to the Board of Directors the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium provided such Rules and Regulations shall not be in conflict with the Virginia Condominium Act, the Declaration, or the By-Laws. The Virginia Condominium Act can be found on line at:

<http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+TOC55000000004000020000000>

The Declaration and Bylaws of Cleveland House can be found on line at:

<https://clevelandhouseva.org/>

All owners are furnished copies of the Declaration and Bylaws at the time they purchase their units.

The following Rules, which have been adopted by the Board of Directors pursuant to its authority, must be complied with at all times. Unit owners are responsible for violations incurred by themselves, tenants, sub-tenants, licensees and guests. Violation of any Rule will subject the responsible unit owner to the penalties specified in Rule 28, which include assessments and the possibility of litigation for which the unit owner may be required to pay the costs and attorney's fees of Cleveland House. Moreover, as will be specifically noted, violation of Rules may result in remedies being imposed against the unit owner in addition to the penalties specified in Rule 28.

1. Pets

- The following pets are permitted: dogs, cats, fish, and birds. No more than two pets are allowed per unit.
- All dogs must be registered with the Association. All dog owners must pay an annual charge of \$100.00 per dog to the Association.
- Pets are not permitted in the common areas unless accompanied by an adult who is either carrying the pet or holding it under control on a leash at all times.
- Pet walking is allowed only on the designated for pets back lawn (north side). Pet walking is not permitted on any other lawns adjacent to the building (including sides, front lawns).
- In accordance with Arlington County Ordinances, pet owners must pick up and remove pet waste from the common areas. Failure to immediately remove pet droppings will result in the droppings being removed at the expense of the unit owner, and also may result in penalties under Rule 28.
- No pets which repeatedly make noise that disturbs other occupants may be kept on the premises.
- Pets must be licensed, inoculated, and tagged as required by Arlington County.
- Pet droppings may be disposed of in the dumpster; but are NOT to be put in the trash room or in lobby trash receptacle.

2. Trash

- Recyclables should be rinsed and placed only in the cans marked for recycled materials.
- Newspapers should be stacked neatly on the floor in the trash room. Cardboard boxes (flattened), magazines and junk papers should be placed in the recycling bin in the parking lot.
- All other trash must be in sealed plastic bags and placed in the designated cans in the trash room.
- All items too large to be placed in the cans in the trash rooms must be taken to the dumpster in the parking lot.
- Disposal diapers must not be flushed down the toilets. They are to be put in plastic bags, sealed and placed directly into the dumpster in the parking lot.
- It is the responsibility of each owner and resident to have discarded furniture, large appliances (stove, refrigerators, etc.), construction materials and other effects hauled away. They are not to be left in any of the common areas, including the area of the dumpster in the parking lot and/or the aisles of the storage rooms.

In addition to penalties described in Rule 28, the Association will bill the owner for costs of removing items left in violation of this Rule and for any clean-up required thereafter.

3. Parking

Assigned parking spaces

- Each unit has one assigned parking space. The assigned parking space numbers are posted on <https://clevelandhouseva.org/> and the owner's portal.
- No trailer, camper, camp truck, house trailer, boat, POD, or the like may be parked anywhere in the parking lot.
- Arlington County permits PODs on public streets, with a special permit. Residents can get a permit from the Traffic Engineering Division of Arlington County. Applications should be filed at least a week before they are needed.

Visitor spaces

- The ten unassigned spaces (marked VISITOR) are available for use by visitors or owners (and their tenants) on a first-come, first-served basis.
- Use of visitor spaces is limited to 48 hours within any 72 hour period.
- When parking in visitor spaces between the hours of 5:00 p.m. and 5:00 a.m., a hanging tag **MUST** be displayed on the rear view mirror or on the dashboard of the vehicle. Towing will be enforced from the visitor parking spaces at the vehicle owner's expense between the hours of 5:00 p.m. and 5:00 a.m. without notice, if the tag is missing or/and not visible. The 48 hour parking limit within any 72 hour period is still in effect.
- It is each owner's, seller's, or representative's responsibility to collect the hanging tags from residents when a tenant leaves or the unit is sold and pass those hanging tags to the new resident(s). If the hanging tags need to be replaced due to loss or damage, any damaged tags need to be returned to the management company. A replacement fee of \$25 for each hanging tag will be charged to the owners.
- Vehicles observed in the same visitor space for longer than 48 consecutive hours or at the start and end of a rolling 72 hour period shall be deemed in violation of this rule.

Repair and washing of vehicles

- Vehicles parked on the premises must be in proper mechanical condition.
- Vehicular repairs, including, without limitation, engine washing, may not be accomplished on the property, except that minor repairs, including, without limitation, tire changing, may be accomplished from time to time.
- The changing of any motor vehicle fluids is prohibited.
- Full motor vehicle washing is not permitted; however, motor vehicle window clearing with the use of water or window cleaning and ice clearing fluids is allowed.

Vehicle condition, registration and inspection

- All motor vehicles parked on the premises must be in proper mechanical condition (fit to be legally driven on public streets).
- Vehicles parked on the premises must display a current inspection sticker and be properly licensed in accordance with Arlington County regulations.

Vehicles Leaking Fluids

- Vehicles leaking fluids may not park in either assigned or visitor spaces.
- If a vehicle leaking fluid is parked in a visitor space and the owner or operator's name and unit number are not clearly exhibited on the dashboard or windshield, the vehicle is subject to IMMEDIATE towing.
- Otherwise, 48 hours notice will be given to remove the vehicle or fix the problem.

48 Hours Notice Defined

When these Rules require 48 hours notice to an occupant, adequate notice will be deemed as having been given and the vehicle may be towed 48 hours after either of the following conditions has been met:

- The Management Company or a Board member has spoken to the registered unit occupant.
- The Management Company or a Board member has called all of his or her contact phone number(s) on file with the Management Company, whether or not the occupant answers the call, and a written notice has been placed under the unit door or masking taped thereon.

Towing Without Notice

Without any notice, vehicles may be towed at the Owner's risk and expense under any of the following circumstances:

- The vehicle is parked in a space assigned to another unit without express authorization of a registered occupant of the other unit.
- The wheels of the vehicle are on, or outside, the lines of the assigned or visitor parking space.
- The vehicle is parked on the lawn, in a fire lane, walkway, dumpster area, or other no parking area.

- The vehicle is left in the loading area for longer than 20 minutes without evidence of continuous loading or unloading and there is no unit identification on the window or dashboard.
- The vehicle is left in the front driveway, which is a fire lane, longer than 20 minutes.
- The vehicle is left so that it blocks arriving autos from entering and exiting the front driveway.
- The vehicle is left in a visitor parking space in violation of the 48 Hour Visitor Space Limit and the name and unit number of the owner and operator of the vehicle are not clearly displayed on the front windshield or dashboard of the vehicle.
- The vehicle is leaking fluids in a visitor's space and the name of the owner and operator of the vehicle and unit number are not clearly displayed on the front windshield or dashboard of the vehicle.

4. Floor Covering

- For all occupied units that are above another unit, the owner must install rugs or carpeting over at least a 3/8" medium to heavyweight padding over 80% of the unit's floor space (excluding kitchen, bathroom and closet floors).
- A unit owner who, for purposes of sale or rental, displays a unit out of compliance with this Rule is in violation of the Rule.
- Inspections may be made by the Management Company or a Board Member to verify compliance.

5. Noise

- At all times, residents and their guests shall restrict the level of noise within their units in an effort to keep noise from reaching the common areas, balconies or neighboring units. Residents shall be especially quiet between the hours of 9:00 PM and 8:00 AM.
- Unit occupants who have complaints about undue noise from another unit shall first attempt to communicate with the occupants of the unit from which the noise is coming.
- If that effort is unsuccessful, the unit occupant shall attempt to corroborate the complaint by inquiring of occupants of units close-by whether they also have heard undue noise. Absent such corroboration, the unit occupant shall request the presence of a Board Member to witness the noise. The Management Company, upon request, will send a letter to the occupant of a unit from which undue noise is allegedly emanating, whether or not the complaint is corroborated. However, no Rule 28 penalty shall be imposed in the absence of corroboration from the occupants of a second unit or a Board Member who has witnessed the noise.
- Nothing in this Rule prohibits a unit occupant from pursuing other legal remedies to abate noise from neighboring units that reaches a nuisance level.
- Loud noise on balconies or patios and in common areas (including the hallways and parking lot) is prohibited.
- Noise emanating from maintenance and renovation projects is governed by Rule 6.

- No pets which repeatedly make noise that disturbs other occupants may be kept on the premises.
- Honking of car horns when picking up persons in the building is forbidden. The entry telephone should be used to communicate.
- Vehicles with noisy mufflers may not be driven on the premises.

6. Renovations

- Repairs and unit renovations which create noise, except in emergencies, must be completed between the hours of 8:00 AM and 8:00 PM, weekdays, and between 10:00 AM and 8:00 PM on weekends.
- Unit owners are responsible for cleaning up any debris left in the common elements by persons performing services in their units. Construction materials, including carpeting, are NOT to be left in or around the dumpster.
- Unit owners are responsible for failure of any such persons to comply with the requirements of Rule 2, which deals with Trash and for any drain stoppage or plumbing problems traceable to the renovation.

7. Grilling and fires

- Grilling or open fires of any kind are not permitted on any balcony or patio or on any portion of the condominium grounds.
- The Arlington County Fire Code provides for a fine of up to \$2500.00 and/or one year in jail for use of grills on balconies or patios.
- Charcoal grills are also prohibited inside units.

8. Bicycles, tricycles, unicycles, skates, skate boards, segways, manual scooters

- The above identified devices are not to be ridden or used in the building or parking lot except to access the side doors. Nor are such devices to be transported (including carried) through the front entrance lobby or on the elevator. This Rule does not apply to electronically operated scooters and wheel chairs when driven by, or transported for use by, a person under disability.
- The two storage rooms on the lower level have bike racks for use by residents on a first-come, first-served basis. Bikes and other mobility devices may also be stored in individual unit storage lockers. Bicycles should always be locked when stored; and Cleveland House will not accept responsibility for the theft of or damage to any bicycles or any other personal property.

9. Laundry facilities

- Laundry rooms are to be used for laundering only and not for any other purposes, such as paintbrush cleaning and/or the disposal of chemicals or other liquids.
- No items which might block the drain and cause an overflow may be placed in the laundry tubs.
- Do not start a load of laundry before 7:00 AM. All washing and drying must be finished by 10:30 PM.
- Do not keep other residents waiting by leaving laundry in the machines after the wash or dry cycle is complete.

- Residents are permitted to remove other residents' laundry from machines when cycles are complete and place it neatly on the top of the machine.
- All residents who use the laundry facilities are responsible for leaving the laundry rooms clean:
 1. Spilled detergent or other laundry substances must be cleaned off the washing machines, the floor and carpeting.
 2. Dryer filters must be cleaned after each use.
 3. Spilled bleach or other substances which damage the carpeting in the common areas must be reported to the Management Company, which shall determine the expense of repair or replacement of the carpeting.
- Please report the problems with washers and dryers to Coinmach (the number and instructions are listed on the machines).

Failure to comply with this Rule will subject the unit owner responsible for the violation to penalties under Rule #28, as well as charges for clean up, drain opening, and any other damage caused to the facility.

10. Balconies and patios

- Balconies and patios may not be used as storage areas:
 1. Nothing shall be placed on balconies and patios except outdoor furniture which does not exceed the height of the railing and potted plants or flower boxes containing live plants. Dead plants and flowers as well as empty receptacles containing dead vegetation must be removed.
 2. Nothing, including plant and flower boxes, wind chimes or air sculptures, may be hung from an external superstructure (balcony railings, ceilings and walls).
 3. Balconies and patios shall not be used for drying or airing clothes or other laundry items (rugs, curtains, towels, etc.).
- When watering plants and flowers, be careful that the run-off does not spill over balcony edges.
- Do not plant flowers or plants in the common areas of the condominium (for example, in front of patios).
- Do not feed animals (pets, squirrels, birds, etc.) on balconies or patios, or in common areas.
-

11. Lawns, sidewalks, and the parking lot

Do not use the lawns, sidewalks, and the parking lot for sunbathing, picnicking, games, sports, or playing of any kind. (Note: There is a public playground on Highland Street for your convenience.)

12. Exterior and interior doors

- Do not tie or prop open building doors. The entry system is not operable if one of the doors is left open, and unattended open doors pose a safety risk to all.
- Do not let anyone enter the building unless you are sure he or she is either a resident or has been personally invited by you as a guest or service provider. Never grant access to persons not invited by you personally even though it is apparent that they are there to provide service to other residents by making

deliveries, or because they are carrying paint, tools, and other servicing equipment or wearing uniforms identifying them as service providers.

- Only seasonal decorations may be affixed to unit entry doors, and they should be removed after being displayed for three weeks.
- No metal hooks may be hung over interior doors because they damage the paint visible from the hall.
- No hooks of any material may be hung over a unit door if it is visible from the hall.
- Board approval is required before drilling any holes in the unit entry doors.

13. No soliciting

- Do not provide access to any sales person who has not been asked by you, personally, to visit your unit to deliver advertising materials or make a sales presentation.
- Residents may use the bulletin board on the first floor to post notices, other than product or service solicitations, of interest to other residents.
- No communications (e.g., advertisements, pamphlets, notices, notes and letters) shall be placed by anyone, including residents, on or under the entry doors of the units, or the doors to the storage, laundry and trash rooms.
- The exceptions to this rule are:
 1. Official notices originating from the Cleveland House Board of Directors or the Management Company.
 2. Papers serviced by official government agents or under judicial authority, notices from the U.S. Postal Service or other mail or package delivery services.
 3. Communications expressly solicited by the resident of the unit.
 4. Communications left by the resident or owner of the unit to which the notice is affixed.

14. Storage rooms and lockers

- Each unit is assigned one storage locker. The locker number is the same number as the unit number.
- No items are to be left in the aisles of the storage rooms. Anything left in the aisles will be disposed of without notice.
- The storage room doors lock automatically when closed and must not be propped open.
- Items left in the locker of another unit without the express permission of the other unit's owner or occupant shall be presumed to have been abandoned and may be disposed of by the owner of the other unit.

ALL ITEMS LEFT IN THE STORAGE ROOMS ARE LEFT AT RESIDENTS' RISK AND THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR THEFT OR DAMAGE OF ANY KIND.

15. Moves and deliveries

- No moves or deliveries of household appliances larger than small electrics or of any furniture or other items that cannot be carried by the occupant in both arms on one trip may be made through the lobby. Rather, such moves and deliveries must be made through the door on the side of the building closest to Lee Highway.
- All residents moving into or out of the building shall notify the Management Company at least 48 hours in advance, pay a \$50.00 deposit to obtain an elevator key (which will be made available in accordance with Board procedures) and post a notice on the metal moulding around the elevator on every floor. The notice shall provide the affected Unit Number and a telephone number that can be called should the elevator be needed by other occupants or visitors. Occupants already moved into the building shall follow the same procedures when expecting a delivery that will result in detention of the elevator.
- Moves and delivery of large items requiring detention of the elevator will be scheduled on a first-come, first-served basis during the following hours:

Monday-Friday 8:30 AM to 5:00 PM

Saturday 10:00 AM to 5:00 PM

- If, at any time, the elevator door is held open without the use of a key or by a person pressing the hold open door button inside the elevator, the responsible unit owner shall pay for an inspection of the elevator by a contractor, if the Management Company deems such an inspection desirable, and for any damage caused to the elevator as determined by the contractor.
- A person who reserves the elevator must ensure that the elevator is not tied up other than for efficient loading, vertical transport, and unloading and that it is available for use by others when not so engaged. Holding the elevator in a locked position other than when necessary shall be deemed a violation of these Rules.

16. Registration of unit occupants and move-in fee

- It is the responsibility of each unit owner to register with the Management Company the name and phone number(s) of every person, including family members, who occupies or plans to occupy a unit for more than two weeks. The registration form may be requested from the Management Company or downloaded from the Cleveland House web site. Owners who fail to register known occupants within ten days of their occupancy will be deemed in violation of this Rule.
- A \$100.00 Move-In Fee to defray the costs of normal wear and tear to the common areas, elevator reservation, and occupant record keeping, shall be paid by each new resident before such person occupies a unit in the building. Exempted from payment of the Move-In Fee are: all occupants who move into the unit within thirty (30) days before or after a co-occupant has paid a Move-In Fee; family members (children, siblings, grandchildren, parents and grandparents) or the significant other, of an occupant who paid a Move-In Fee at any time; and a person who moves into a unit to serve as a caregiver for a disabled or infirmed occupant if a Move-In-Fee had been paid at any time by the occupant to be cared for or a member of his or her family. Listing of 1 name on the access directory is included in the \$100.

17. Unit inspections, annual certification

- Owners must keep smoke detectors, stoves, furnaces, and plumbing in working order at all times.
- Owners also must keep sinks and tubs properly caulked to prevent water damage to lower units.
- Units may be inspected at any time if the Board or Management Company has reason to believe that a dangerous or wasteful condition exists. The Board of Directors, at its discretion, will periodically schedule the inspection of stoves, heating and air conditioning systems and plumbing in every Unit. The inspection, which will be at the expense of Cleveland House, will determine if there are any conditions which affect gas and water consumption, or which may cause damage to the common elements or to other units.
- After being notified by the Management Company that a deficiency has been found during an inspection (whether periodic or unit specific), the unit owner shall have thirty (30) days to correct the deficiency unless the Management Company determines that the deficiency is in urgent need of correction, in which case a shorter deadline may be imposed.
- All repairs are the responsibility of the unit owner. A unit owner shall certify to the Management Company that all deficiencies noted are corrected before the deadline and include corroborating documentation. Failure to provide certification and acceptable supporting documentation by the prescribed deadline will result in a re-inspection at the unit owner's expense and, if needed, a correction of the deficiency at the expense of the unit owner.

In addition to the remedies described above, Rule 28 applies to any violations of this rule.

18. Unit keys and lockouts

- It is the responsibility of each unit owner to provide The Management Company with keys that will open the entry door to the unit. If the Management Company or a Board Member determines that there is an emergency that risks the health or safety of a person or damage to common areas or another unit, and the key held by the Association does not open the door of the unit where the problem is believed to exist, the Management Company or a Board Member may, at the unit owner's expense, hire a locksmith or use emergency measures to enter a unit.
- Neither the Management Company nor the Board of Directors provides a "lockout" service to residents. Therefore, leave a key with a friend or neighbor. If you are locked out of your unit, you must call a locksmith.

19. Rented units

- No condominium shall be rented for less than six (6) months or for transient or hotel purposes.
- New tenants must be registered in accordance with Rule 27.
- All leases shall be in writing and shall contain a provision to the effect that the right of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Declaration, the By-Laws, these Rules and to such other reasonable rules and regulations relating to the use of the

common elements, or other rules as the Board of Directors may, from time to time promulgate.

- A unit owner who leases his/her unit shall, prior to the execution of the lease, provide the tenant with a copy of these Rules.
- All leases will contain a clause certifying that the tenant has received a copy of these Rules and agrees to abide by them. Failure by the tenant to comply strictly with the provisions of such documents shall be a default under the lease.

20. Extermination service

- The Association pays for regularly scheduled extermination service. The name of the exterminating company is listed on the first floor bulletin board. All residents are encouraged to call to schedule service in their unit to eliminate the spread of roaches and other pests.
- When the Management company receives a report of pest infestation in or near any unit, the Management Company is authorized to have the exterminating company enter the unit to inspect and take necessary action to spray for pests. Notice shall be given to the resident 24 hours in advance of the inspection and/or spray.

21. Windows and patio/balcony doors

Except for sun screening tint or film, nothing shall be affixed to the interior or exterior of the windows or sliding doors to the balconies or patios. All window treatments shall be in good taste and appropriate to the appearance of the exterior of Cleveland House. The Board reserves the right to determine that window treatments are inappropriate and direct their removal and replacement.

22. Painting

No unit owner shall change the paint color or alter the exterior of his or her unit, including doors, windows, balconies and patios, nor shall any unit owner paint or alter the exterior of the building without prior written consent of the Board of Directors.

23. Smoking

For purposes of promoting the safety of the Condominium property and the health and comfort of Unit Owners, residents and guests at the Condominium, the smoking of cigarettes, pipes, cigars or any other tobacco product, electronic cigarettes, personal vaping devices or electronic nicotine delivery devices, marijuana or any other substance is prohibited throughout the entire Condominium, including the Common Elements (all entrances, sidewalks, hallways, all areas inside the building), Limited Common Elements (balconies, terraces), and inside the individual Units. Smoking is only allowed and restricted to the picnic bench area located at the side of the property, and at least 25 feet from the building.

24. Personal property in common areas

No items of personal property (footwear, umbrellas, bicycles, infant vehicles, door mats, etc.) may be placed in common areas.

25. Damage to units and common elements

- Cleveland House currently has a Master Policy with State Farm insurance which covers the replacement value of "damage to units." "Damage to units" includes damage to walls, wall to wall carpeting and pad, ceilings, floors, doors, windows, kitchen appliances (those which normally convey with units, e.g., stoves, refrigerators and built-in microwaves), attached kitchen and bathroom cabinets,

The Association's insurance policy does not cover, and it is the responsibility of each resident to purchase insurance for, damage to personal property wherever located on the premises (unit, storage bin or common area). Cleveland House will not be responsible for such damage under any circumstances. "Personal property" includes clothing, furniture, electronics, area rugs, etc.

- The deductible that currently applies to the coverage of the Association's policy is \$2500.00 per episode. Cleveland House is responsible up to the amount of the deductible only for damage to a unit resulting from its repair of, maintenance of, or failure to properly maintain, the common elements (e.g., leaking roof). Unit owners who want to avoid the risk of paying the \$2500.00 deductible for damage which is not solely the responsibility of Cleveland House can buy insurance that will cover all or part of the deductible, plus furnish liability and certain other protection. At moderately additional cost, unit owners who reside in their units can purchase insurance which will also cover the value of their personal property on the premises.
- When water emanating from the common elements or from another unit causes damage to a unit, the owner of the damaged unit should try to make immediate contact with an occupant in the unit above and shall report the damage immediately to the Management Company. The Management Company shall immediately attempt to contact the owner or occupant of the unit on the floor above, unless it is obvious that the water is emanating from another source. It shall be the responsibility of the unit owner from which any water may be emanating to act with due haste and prudence to stop the flow of water. If the source of the water cannot be ascertained without cutting an opening in the ceiling of the unit in which the damage is occurring, it will be the responsibility of the owner of the damaged unit to permit such an opening.
- If the Management Company cannot reach the owner or an occupant of a unit from which water is emanating, or if it reaches the owner or occupant but is not assured that the issue is being resolved, the Management Company shall call a plumber and arrange for an agent of the Company or a Board Member to meet the plumber at the premises with keys to allow entry into the unit(s) involved. If the plumber determines that the water is coming from a plumbing fixture that is the responsibility of a unit owner to maintain, the unit owner shall be charged for the plumber's visit and for the stoppage of the flow of water, whether or not the fixture causing the problem is permanently repaired at that time.
- The Owner of a unit that is sustaining continuous, significant, water damage should call the Arlington County Fire Department which, if it deems it appropriate to do so, may shut off the water in the building until a plumber can be summoned to pinpoint and correct the problem.
- If the damage sustained in a single episode to one or more units appears to exceed the \$2500.00 insurance deductible, the affected owner(s) shall notify the Management Company which shall file a claim with State Farm. Under no circumstances will the Board or Management Company serve as an arbiter in any disputes that may arise between unit owners as to damage liability issues.

26. Payments

- Condominium payments are due and payable to the Cleveland House Unit Owner's Association in care of the Management Company at the address below. Payments are due on the first day of each month and are assessed a \$25.00 late fee if not received by the 10th day of the month.

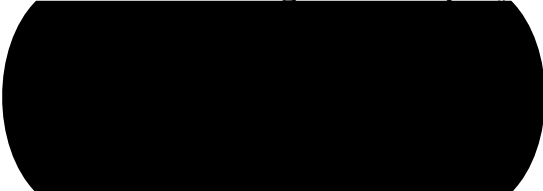
27. Fobs and directory listings

- Entry door fobs have been distributed to all unit owners. Additional fobs may be purchased for \$25.
- It is important that all owners and residents entrusted with fobs report lost, stolen, or misplaced fobs to the Management Company as soon as possible. Replacement fobs will be issued for a charge of \$10.
- Except as provided in Rule 27, each resident who wishes to have his/her phone number programmed into the building entry door directories shall pay a \$25 fee.

28. Violations

- Several Rules provide specific remedies in the event they are violated. The provisions of this Rule apply to violations of all Rules whether or not they state remedies in the event they are violated.
- If a Rule is violated, the Board of Directors, acting through the Management Company, has the right to enter the unit in which, or as to which, the violation exists and summarily to abate and remove, at the expense of the unit owner, any structure, and thing or condition that may exist in violation of the Rules.
- In addition, the Board may authorize the Management Company to file suit to enjoin the continuance of any rule violation and to seek recovery of attorney's fees and costs.
- Also, pursuant to the Virginia Condominium Act, the Board has the authority to impose charges against any unit owner for violation of these House Rules for which the owner, his or her family members, tenants, guests, or other invitees are responsible.
- Before any charges may be imposed, the unit owner shall have opportunity to be heard and to be represented by counsel in a hearing to be conducted by the Board of Directors.
- Notice of hearing shall be delivered as required by statute.
- The amount of any charges so assessed shall not exceed \$50.00 for a single offense, and \$10.00 per day for any offense of a continuing nature, unless otherwise provided by Virginia Law, and shall be treated as an assessment against the unit subject to being perfected into a lien under Virginia Law.

29. Current management company



**Gates Hudson
3020 Hamaker Court
Suite 300
Fairfax, VA 22031**