

LINDEN AT FAIR RIDGE

NUMERICAL TABLE OF CONTENTS

BOOK OF RESOLUTIONS

TITLE	DATE ADOPTED
PART I	
<i>Policy Resolutions</i>	
Number 1	Book of Resolutions 88-08-28
Number 2	Parking Regulations 88-11-12
	Parking Regulations (Revised) 91-06-10
	Parking Regulations (Revised) 09-08-03
	Parking Regulations (Revised) 09-11-23
Number 3	Annual Chimney/Fireplace Inspection 88-09-26
	Annual Chimney/Fireplace Inspection (Amended) 89-04-24
	Annual Chimney/Fireplace/Dryer Vent Inspections (Renamed & Revised) 09-08-03
Number 4	Rules and Regulations 88-11-12
Number 5	Architectural Control Resolutions 89-04-24
	Architectural Control Resolutions (Revised) 09-11-23
Number 6	Vehicle Washing 89-04-24
Number 7	Storm Door Installation 90-02-12
	Storm Door Installation (Revised) 92-05-18
	Storm Door Installation (Revised) 09-09-14
Number 8	Open House Sign Regulations 91-01-28
Number 9	Window Replacement 92-05-18
	Window Replacement (Amended) 97-10-01
	Window and Skylight Replacement (Amended) 16-03-28
Number 10	Satellite Dish Installation 00-03-23
	Protection of Siding and Trim (Renamed & Revised) 09-07-06
Number 11	Stone Patio Installation on Common Element 09-08-03
Number 12	Rules for Linden Committees 10-10-12
Number 13	Policy for Pet Restriction Board-Approved Variances 10-10-12
Number 14	Reasonable Accommodation and Modifications 16-03-28
Number 15	Property Damage Policies and Procedures 16-03-28
PART II	
<i>Administrative Resolutions</i>	
Number 1	Procedures for Receiving and Reviewing Complaints 12-09-19
Number 1*	Publication and Dissemination of Association Rules, Regulations, and Info 16-03-28
PART III	
<i>Special Resolutions</i>	
Number 1	Trash Disposal 88-09-26
	Trash Disposal (Revised) 09-09-14
Number 2	Maintenance Responsibilities 88-11-12
Number 3	Firewood Storage 91-03-25
Number 4	Christmas Decorations 93-12-01
PART IV	
<i>Architectural Control Resolutions</i>	
PART V	
<i>General Resolutions</i>	

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy

DATE ADOPTED: 88-03-28

RESOLUTION NUMBER: 1

BOOK OF RESOLUTIONS

RELATING TO TYPES OF BOARD RESOLUTIONS AND MANNER OF RECORDING

WHEREAS, Article III, Section 2, of the Bylaws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association" states that the Board of Directors 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, and

WHEREAS, there is a need for the Board of Directors to keep a record of its decisions in addition to the customary Book of Minutes;

NOW THEREFORE, BE IT RESOLVED THAT the Board shall create a Book of Resolutions which shall be an orderly and indexed record of the Rules and Regulations of the Association and of the Resolutions that are adopted by the Board, specifically Policy Resolutions, Administrative Resolutions, Special Resolutions, Resolutions Regulating Architectural Control. The Board may adopt General Resolutions as described below. General Resolutions will be recorded in the Book of Minutes only.

I. BOOK FORMAT

The Book of Resolutions shall be composed of four main sections, one for Policy Resolutions, one for Administrative Resolutions, one for Special Resolutions, one for Resolutions Regulating Architectural Control, such resolutions to be arranged in each section in order of their adoption. In the last (fifth) section of the Book of Resolutions shall appear an index by topics. These resolutions shall be classified as follows:

- A. "Policy Resolutions" shall mean and refer to resolutions adopted by the Board of Directors which specifically relate to the long-term governance of the Association, including, but not necessarily limited to, actions affecting Owners' property rights, actions affecting Owners' obligations, committee terms of reference, and protection of equity of the Association and Owners. All Policy Resolutions shall be recorded in Part One of the Book of Resolutions of the Association and shall also be attached to the Minutes of the meeting at which they were adopted.
- B. "Administrative Resolutions" shall mean and refer to those resolutions adopted by the Board which deal with the internal operation and structure of the Association, including but not limited to contracts, financial procedures, etc. All Administrative Resolutions shall be duly recorded in Part Two of the Book of Resolutions and shall also be attached to the Minutes of the meeting at which they were adopted.

- C. "Special Resolutions" shall include: 1) those resolutions adopted by the Board of Directors involving actions relative to questions of compliance by an Owner with the provisions of the Condominium Act, the Condominium Instruments, or the Book of Resolutions; 2) and resolutions adopted by the Board of Directors in the course of issuing an interpretation of the Condominium Instruments. Special Resolutions shall be duly recorded in Part Three of the Book of Resolutions and shall also be attached to the Minutes of the meeting at which they were adopted.
- D. "Resolutions Regulating Architectural Control" shall mean and refer to those resolutions regulating use and appearance of real and personal property.
- E. "General Resolutions" shall mean and refer to those resolutions adopted by the Board which relate to specific expenditures, single task actions, and other such general matters of the Board which have no continuing, far-reaching, or precedent-setting implications.

II. DEFINITIONS

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

- A. "Board" refers to the Board of Directors.
B. "Association" refers to the Linden Unit Owners Association.
C. As the context may require, the terms "Owner" or "Unit Owner" shall refer to Unit Owners, members of their families, their guests, tenants, employees, invitees, and assignees.

III. FORMAT OF RESOLUTIONS

The format of resolutions shall conform to the format set out on the attached Exhibit A.

IV. RESPONSIBILITY

The Management Agent of the Association shall be responsible for maintaining the Book of Resolutions and providing to the Owners appropriate and prompt notice of any additions or changes. Owners of units that are leased are responsible to provide copies to their lessees. The Management Agent is responsible to provide a complete set to all purchasers of units resold.

V. INSPECTION

The Book of Resolutions shall be made available upon request by any unit owner for inspection at the Management Agent's place of business during normal business hours.

VI. CONFLICTS

Where the Book of Resolutions conflicts with the Condominium Act or the Condominium Instruments, those documents shall prevail, according to the following hierarchy: The Condominium Act, the Declaration, the Bylaws, and the Book of Resolutions.

VII. SEVERABILITY

The invalidity of any part or 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.

VIII. APPLICABILITY

Wherever in this Book of Resolutions reference is made to the Association such reference shall include the Association and the Managing Agent where such authority is delegated by the Association to the Managing Agent.

IX. COMPLIANCE

All owners, members of Owners' families, guests, tenants, employees, invitees, and assignees shall comply with the provisions of the Book of Resolutions.

X. ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding set forth herein or at law or in equity, all provisions of the Book of Resolutions as well as the Condominium Instruments. Failure by the Association or any Owner to enforce any of the provisions of the 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 an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular provision contained herein which is expressly set forth as being waived.

XI. VIOLATIONS AND NUISANCE

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

All owners must observe and abide by all Regulations governing use and restrictions of units and common elements adopted by the Association and/or local authorities. Owners who fail to abide by these Regulations are subject to fines or other action deemed necessary and appropriate by the Board of Directors.

If any Owner violates any of these Regulations, he will hold the Association harmless for any and all damages or losses that may ensue, and waives any and all rights and notices in connection herewith that he may have under the provisions of any applicable governmental laws and ordinances.

XII. VIOLATION OF LAW

Any violation of any applicable governmental 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 is subject, at the discretion of the Board, to any or all of the enforcement procedures set forth herein.

XIII. REMEDIES CUMULATIVE

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

XIV. 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.

XV. METHOD OF ADOPTION

All resolutions adopted by the Board shall contain an indication of whether they were adopted at the regular or special meeting of the Board, or by written consent as provided in Article III, Section 14, of the Bylaws, as well as the date of adoption.

XVI. AMENDMENT

The Board 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 Board of Directors.

EXHIBIT A

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy DATE ADOPTED: 88.03.28 RESOLUTION NUMBER: 1

TITLE OF RESOLUTION

RELATING TO TYPES OF BOARD RESOLUTIONS AND MANNER OF RECORDING

WHEREAS, the Bylaws of Linden at Fair Ridge, A Condominium authorizes, and
WHEREAS, the Association is in need of an effective system for recording
and indexing Board of Directors resolutions,
NOW THEREFORE, BE IT RESOLVED THAT we hereby establish a book of
resolutions.

Body of Resolution

YES NO ABSTAIN ABSENT

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PRESIDENT: Herbert A. Essman

VICE PRESIDENT: David Briley

TREASURER: David E. Dyk

AT LARGE: Anna M. Miller for Michael Kenge

AT LARGE: Jim M...

ADOPTED AT A: Regular
(Regular or Special)

ATTEST: [Signature]
Secretary

DATE: 10/24/88

BOARD MEETING

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy DATE ADOPTED: November 23, 2009 RESOLUTION NUMBER: 2

BOOK OF RESOLUTIONS

PARKING REGULATIONS – REVISED

WHEREAS, Article XI, Section S of the Bylaws provides that “all parking spaces designated as such on the plats and plans shall be used by the unit owners on a “first come, first serve” basis except as the Board of Directors may otherwise determine;” and,

WHEREAS, there are a limited number of parking spaces in the condominium to provide and equal opportunity for each unit; and

WHEREAS, Article III, Section 2 of the Bylaws assigns the Board of Directors all of the powers and duties deemed necessary for the administration of the affairs of the Condominium; and

WHEREAS, Article III, Section 2(f) of the Bylaws provides the Board with the power to make and amend the Rules and Regulations of the Condominium; and

WHEREAS, Article VIII of the Declaration provides, in part, that the Board of Directors of the Association shall have the power to designate portions of the Common Elements (not designated as Limited Common Elements by the Declarant under Article VII) as “Reserved Common Elements” and grants reasonable rights therein to the Association and to any or less than all of the Unit Owners; and,

WHEREAS, the Board of Directors deems it necessary and in the Association’s best interests to enact revised parking regulations.

NOW, THEREFORE, BE IT RESOLVED THAT:

I. PARKING POLICIES

A. Only approved vehicles of Linden residents and their visitors may be parked in Common Element parking spaces. An approved vehicle shall include any licensed and registered conventional passenger vehicle, motorcycle, non-commercial van or truck, which does not exceed eighteen (18) feet in length, eight (8) feet in width and is less than five (5) tons gross weight except where otherwise prohibited by the terms of this Resolution.

B. Assignment of Reserved Common Element Parking Spaces: Each Unit shall be assigned one (1) reserved parking space, which shall be considered a reserved common element. The three digit Unit number of each Linden unit shall be painted on the curb of the reserved parking space as designated by the Board of Directors in Exhibit A of this resolution. The reserved parking space will be for the sole use of the designated Unit to park a vehicle registered to that Unit. Residents are required to park one (1) vehicle in their reserved space and second vehicles (if any) may be parked in any unmarked space on a “first come, first serve” basis. Reserved spaces remain common

elements but use will pass to new owners at conveyance upon successful completion of the registration form

C. All vehicles parked in Common Element parking spaces must display an Association parking permit or visitor hang tag during the hours of 1:00 am and 5:00 am.

1. Each Unit will receive up to two (2) resident parking permits (one for each properly registered vehicle) and one (1) visitor hang tag.
2. All visitor hang tags must be displayed from the rearview mirror on the windshield of the vehicle.
3. Permits will be distributed to residents who own or lease vehicles and who can show proof of proper vehicle registration. If necessary, temporary hangtags will be issued to residents for up to thirty (30) days to allow for proper vehicle registration. Each resident's vehicle regularly parked on the Property must be registered annually with the Association by use of the approved registration form as enclosed as Exhibit B of this resolution. Upon the Association's acceptance of the registration form, with satisfactory proof of residency the Association shall issue up to two (2) permanent parking permits and one (1) visitor hang tag for the Unit. The permanent parking's permit(s) must be installed in the lower corner of the vehicles front windshield or rear window on the driver's side. Motorcycles must display the permanent parking sticker in an easily visible location on the rear of the vehicle. Motorcycles with permanent parking permits will be permitted to park in the reserved space, parallel to the curb in front of the resident's automobile, providing that the automobile will not extend beyond the normal parking space. Permanent parking passes must be installed in the specific vehicle for which they were requested. Permanent parking permits and visitor hang tags will remain valid for one calendar year. There is a \$75.00 replacement fee for lost resident or visitor parking passes.

D. Visitor Parking: Visitors shall park in any unassigned parking spaces on the Property. The car of Visitor shall not be parked on the Property for a period exceeding seventy-two hours without the written consent of the Association. Visitors parked on the property during the hours of 1:00 am and 5:00 am must display a Visitor hangtag issued by the Unit at which the person is visiting. Residents should contact the management company if they require guest parking for an extended period of time beyond seventy-two (72) hours in order to obtain an extended-stay temporary guest permit.

E. Use of the Common Element parking spaces is subordinate to all restrictions and requirements of the Condominium Instruments (i.e. Declaration, Bylaws) and this Resolution.

F. All non-reserved spaces are available for use on a "first-come, first-served" basis, except that the Board of Directors reserves the right to further assign reserved common element parking spaces for guests and/or handicapped persons where the Board determines that the assignment of such spaces is in the best interests of the Association.

G. Owners of vehicles will be held liable for all costs to repair damages to the Property caused by or resulting from their negligence, vehicle repairs, or storage of any combustible, dangerous or otherwise hazardous materials on the Property (regardless of the type of container).

II. GENERAL RESTRICTIONS

A. No vehicles, other than those which are defined as approved vehicles in accordance with Section I of this Resolution may be parked or operated on Common Element parking spaces. Prohibited vehicles include, but are not necessarily limited to, the following:

1. Any boat or boat trailer;
2. Any recreational vehicle, which includes, but is not limited to the following: (a) motor home or self-contained camper; (b) any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck; (c) any mobile home, trailer or fifth wheel vehicle; (d) any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility of conveyance; and (e) any other vehicle not defined above which is not normally or regularly used for daily transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Virginia;
3. Private or public school or church buses.
4. Unlicensed vehicles, including but not limited to motorized bicycles, motorcycles, mini-bikes, go-karts, etc., shall be operated on or parked on the Property.
5. Unregistered Vehicles. Any motor vehicle that is not licensed and registered in the Commonwealth of Virginia shall be considered an "Unregistered Vehicle" unless the owner of the motor vehicle is exempt from these licensing and registration requirements under Virginia law (e.g. active duty military personnel, full-time student in an accredited school in Virginia and not employed, or a non-resident temporarily living in Virginia). Variances for exempt motor vehicles must be submitted in writing to the Association.
6. Junk or derelict vehicles. All vehicles parked on common elements must be maintained in an acceptable state of repair and operating condition so as not to be a hazard by noise element, emission or otherwise to meet the following conditions.

B. Commercial vehicles are permitted to park in common element undesignated spaces while performing services to a unit between the hours of 7:00am and 8:00pm. No commercial vehicle is permitted to park in a designated space, or to remain in any space overnight unless a variance is approved by the Board in writing. For the purpose of this Resolution, "commercial vehicles" shall be defined as follows: (1) any vehicle that is included in the definition of "commercial vehicle" contained in Section 20-300 of the Fairfax County Zoning Ordinance, or any amendment thereof; (2) any vehicle with a gross weight of 10,000 pounds or more, or any vehicle which extends beyond the length of the parking space and/or exceeds the width of the parking space; or (3) any "for hire"

vehicle or vehicle that has commercial signs, lettering, advertising and/or visible commercial equipment. Commercial equipment includes, but is not limited to, exterior racks (except ski racks), pipes, ladders or interior equipment such as supplies, propane, pesticide, fuel tanks, cabling, paint buckets, unsecured tools or supplies indicative of commercial use or a threat to the Association's aesthetic appearance. Requests for exceptions will be reviewed by the Board upon written application.

C. Vehicle repairs or any kind is prohibited upon the Property, except emergency repairs (e.g. repair of flat tire). Changing oil or other vehicle fluids is prohibited. Dumping, disposal of leaks of oil, grease, or any other chemical, residual substances, or any substance of particles from holding tanks of vehicles of any type (as a result of the repair, maintenance, or carelessness) is prohibited. Disposal of oils and other vehicle fluids on the Property is prohibited.

D. Washing of vehicles is only permitted within the guidelines established in Policy Resolution Number 6.

E. Vehicles shall not exceed a speed limit of fifteen (15) miles per hour while operated on Property.

F. All vehicles (including Motorcycles) shall be operated and parked in the paved parking lot areas only. All vehicles (including Motorcycles) shall only be parked in spaces designated for parking.

G. Properly registered Motorcycles shall only be parked in spaces designated for parking. Motorcycles shall not be stored or parked on balconies or patios. Motorcycles with a permanent parking permit will be permitted to park in the reserved space, parallel to the curb in front of the resident's automobile, providing that the automobile will not extend beyond the normal parking space

H. Parking in the fire lanes is prohibited.

I. Resident and non-resident owners shall not use the parking lots for the storage of any vehicle, including but not limited to motorcycles, boats, trailers, campers, etc.

J. The operation of a motor vehicle by any person who does not possess a current driver's license is prohibited.

K. All persons operating motor vehicles upon Property shall conform to all traffic control signs posted on the premises, and in accordance with the provisions of the traffic and motor vehicle ordinances of Fairfax County, and the laws of the Commonwealth of Virginia.

M. No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed or erected by any owner or resident without the prior written consent of the Board of Directors. This restriction does not apply to a uniform numbering or lettering system used by the Association.

III. LIMITATION ON ASSOCIATION RESPONSIBILITY

Nothing in this resolution shall be construed to hold the Association or the Board responsible for damage to vehicles or loss of property from vehicles parked on the Common Elements.

IV. ENFORCEMENT OF VEHICLE RULES AND REGULATIONS

1. Vehicle Removal. The Board of Directors shall have the authority to have any motor vehicle not in compliance with the provisions of this Resolution removed from the common parking areas. This authority may be delegated to the Board or the Managing Agent. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.

2. Violations Subject to Immediate Towing. Any motor vehicle (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane; (b) not displaying an Association parking hangtag or decal between the hours of 1:00 am and 5:00 am; (c) occupying more than one (1) parking space; (d) parked on a grassy area or sidewalk, (e) constituting a safety hazard or impeding access to other parking areas or (e) parked in the reserved space assigned to another Unit or (f) a designated handicap parking space without current handicap tags or placards, or (g) repeated violations (three or more), shall be subject to immediate removal without notification.

3. Notice of Violation for Violations Not Subject to Immediate Towing. The owner of any motor vehicle not in compliance with any of the other rules and regulations in this Resolution shall be notified of the violation by the posting of a notice on the vehicle. If the motor vehicle is not brought into compliance within seventy-two (72) hours will be subject to removal by towing. A record of such action will be entered into the Managing Agent's violation records.

4. Repeated Violations (Three or More) – Immediate Towing. Three or more violations committed within any consecutive twelve (12) month period shall subject the violating motor vehicle to immediate towing without notification.

5. Reservation of Rights and Other Enforcement Options. Association reserves the right to exercise all other power and remedies provided by the Condominium Documents or the laws of Virginia and Fairfax County, Virginia, including but not limited to the suspension of parking privileges for repeated violations of these rules or the non-payment of assessments, which are more than sixty (60) days past due. Before parking privileges for a Unit are suspended, the Owner of the Unit shall be provided with an opportunity for a hearing and to be represented by the Owner's counsel before the Board of Directors in accordance with the provisions of Section 55-79.80:2 of the Virginia Condominium Act (Va. Code Ann. § 55-79.80:2, as amended (1950)) and any regulations promulgated by the Virginia Common Interest Community Board.

6. Reserved Parking Spaces – Towing. In the event a unit owner who is authorized to park in a designated space finds an unauthorized vehicle in that space, the unit owner should immediately notify the Association's designated towing service of the violation to have the offending vehicle towed from the parking space. The unit owner requesting towing may sign for the towing, however the owner/operator of the offending vehicle shall be solely responsible for all towing charges. While waiting for the unauthorized vehicle to be towed from their designated

space, a vehicle owner who is authorized to park in a designated space may not park in any other designated space but may park in any undesignated space that is vacant until their designated space is vacated.

This Resolution supersedes and replaces any previous resolution establishing rules and regulations for vehicles and parking on the Property as of the Effective Date. The Effective Date of this Resolution is January 1, 2010.

YES	NO	ABSTAIN	ABSENT
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PRESIDENT: Abigail Marone
 VICE PRESIDENT: [Signature]
 TREASURER: Julia Tierney
 SECRETARY: Nicholas J. Kokales
 AT LARGE: [Signature]

ATTEST.

I, Nicholas J. Kokales, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 2 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 23rd day of November, 2009.

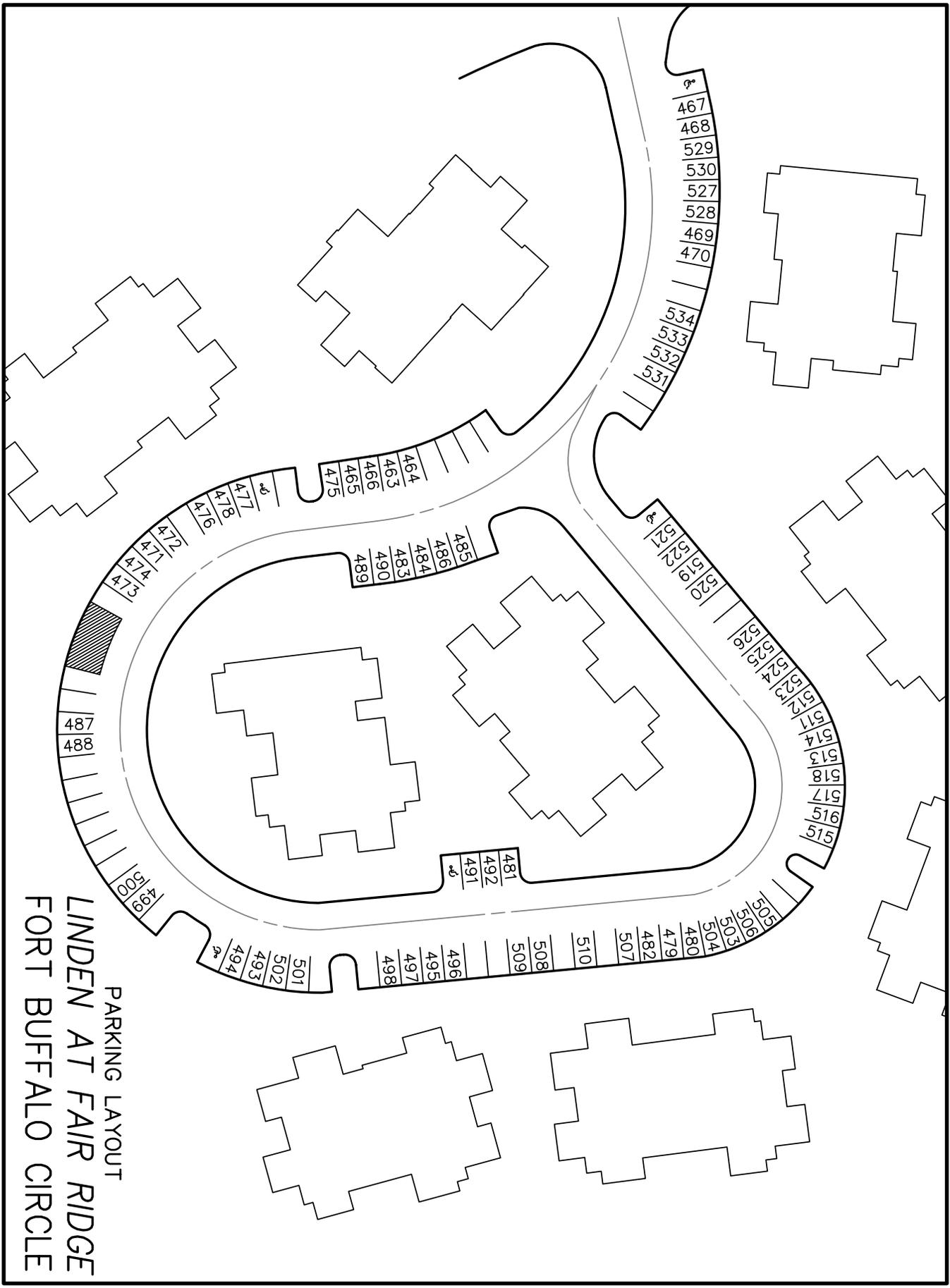
Nicholas J. Kokales

CERTIFICATE OF MAILING

I, Lynn Hubbard, hereby certify that a copy of the foregoing Policy Resolution No. 2, was mailed, postage prepaid, in accordance with the requirements of Article XI, Section 2 of the Bylaws to all Unit Owners of record on the 25th day of November, 2009.

Lynn Hubbard
Lynn Hubbard
Chairperson, Rules Committee of
The Linden at Fair Ridge, A Condominium

Exhibit A
Assignment of Reserved Common Element Parking Spaces



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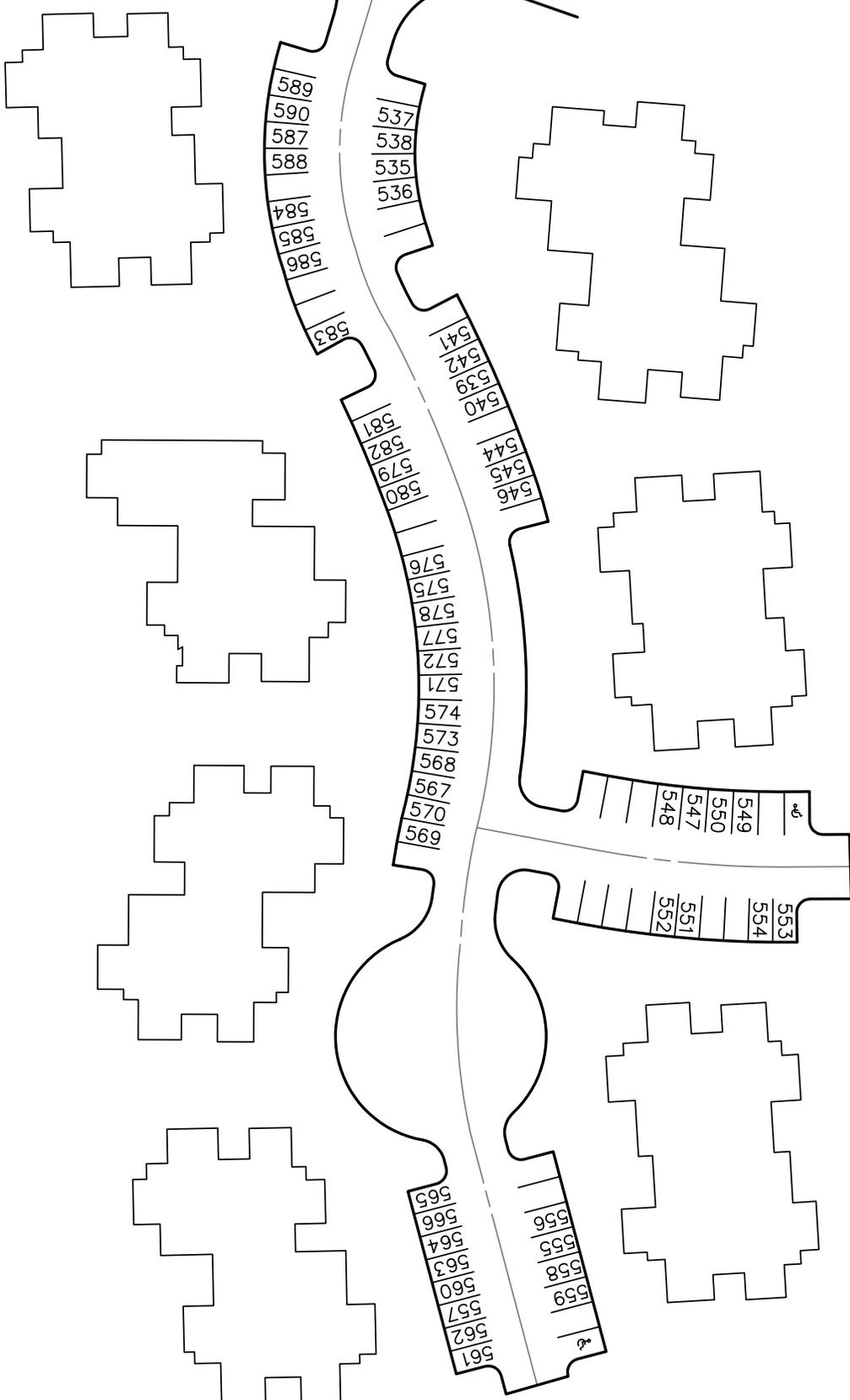
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PARKING LAYOUT
LINDEN AT FAIR RIDGE
FORT BUFFALO CIRCLE



PARKING LAYOUT
 LINDEN AT FAIR RIDGE
 STRONG COURT

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy

DATE ADOPTED: August 3, 2009

RESOLUTION NUMBER: 3

BOOK OF RESOLUTIONS

ANNUAL CHIMNEY / FIREPLACE / DRYER VENT INSPECTIONS - REVISED

WHEREAS, Article III, section 2, 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 further states that the Board "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, and

WHEREAS, Article VI, Section 1(b)(i) of the Bylaws authorizes the Board of Directors with resolution to undertake the maintenance or repair of any Unit in the event such action is "reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or to preserve the appearance of (sic) value of the Condominium project or is otherwise in the interest of the general welfare of all owners of the Condominium Units", and

WHEREAS, Article VI, Section 8(b), of the Bylaws reserves "to the Unit Owners Association or its delegate, the right of entry to any Unit and an easement for access therein, as provided by Section 55-79.79 of the Condominium Act, when and as necessary, in connection with any repairs, maintenance, landscaping or construction for which the Unit Owners Association is responsible, or for which any Unit Owner is responsible hereunder" and

WHEREAS, Article VI, Section 8(c) authorizes that "the Board of Directors may charge each Unit Owner for the expense of all maintenance, repair or replacement to the Common Elements, or to those parts of Units as to which the Unit Owners Association has the responsibility to maintain and repair, rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or employees, agents, licensees or guests of lessees", and

WHEREAS, the Board of Directors believes that it necessary and the best interests of the Association to establish a program to maintain a Unit's fireplace / chimney / and dryer vent in a clean and efficient operating condition.

NOW THEREFORE, BE IT RESOLVED THAT:

1. All Unit Owners are required, at the Unit Owner's expense, to have dryer vents, fireplaces and chimneys (when present) inspected by a certified or licensed contractor every three (3) years and cleaned and/or repaired when necessary.
2. Upon conclusion of work done, all unit owners will be required to furnish the Association with written certification. All contractors for chimney and fireplace inspection and cleaning/repair (as required) are required to be licensed and insured in either the Commonwealth of Virginia or the County of Fairfax – as a "chimney sweep". All companies enlisted to dryer vent inspection and cleaning/repair must be registered and licensed with the Commonwealth of Virginia or the County of Fairfax. **Inspection certificates must be completed after January 1 and by no later than September 30 of every third calendar year beginning in 2010. No inspections of any kind shall be required in 2009.**

3. The Board of Directors will direct the Managing Agent to distribute reminders via mail to all Unit Owners no later than sixty (60) calendar days prior to the requirement date.
4. The certification will be considered to meet the requirements of this resolution subject to the completion and receipt by the Association of the established forms provided by the Association as Exhibit A of this resolution.
5. In the event that a Unit Owner fails to provide the Association the written certification by the required dates set forth in paragraph 2, the Board of Directors will cause written notification be given the Unit Owner to comply within fifteen (15) days. Such notice will have attached a copy of this Resolution and will state (1) Article VI, Section 8,(b) of the Bylaws provides the Association or its delegate the right to enter any Unit and an easement for the access therein in connection with any maintenance and repairs for which a Unit Owner is responsible; (2) that the cost of such work shall be assessed against the Unit; and (3) a special assessment may be assessed against the Unit.
6. In the event that a Unit Owner fails to comply after written notification, the Board of Directors will cause written notice be given the Unit Owner again. Such notice will be by certified mailing, return receipt requested and will specify that the Board of Directors intends to enter and make the required inspection, cleaning, and/or repairs on (specify date).
7. All rights and powers of the Board of Directors with respect to the collection of assessments, including the power to accelerate payment, shall apply to the assessments provided for in this resolution. In addition, the Association reserves the right to pursue all other rights and remedies available to it under the Condominium Instruments and Virginia law for any violations of this resolution.

This Resolution supersedes and replaces any previous resolution establishing rules and regulations dryer vents, fireplaces and chimneys for as of the Effective Date. The Effective Date of this Resolution is August 3, 2009.

YES	NO	ABSTAIN	ABSENT
✓			
	✓		
✓			
✓			
✓			

PRESIDENT: Abigail Marano

VICE PRESIDENT: [Signature]

TREASURER: [Signature]

SECRETARY: Nicholas J. Kokmes

AT LARGE: [Signature]

ATTEST.

I, Nicholas J. Kokmes, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 3 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 3rd day of August, 2009.

Nicholas G. Mahalon

CERTIFICATE OF MAILING

I, Lynn Hubbard, hereby certify that a copy of the foregoing Policy Resolution No. 3, was mailed, postage prepaid, in accordance with the requirements of Article XI, Section 2 of the Bylaws to all Unit Owners of record on the 14th day of August, 2009.

Lynn Hubbard
Lynn Hubbard, Member At Large
Unit Owners Association of
The Linden At Fair Ridge, A Condominium

Exhibit "A"

Certification of Work Performed

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION
CHIMNEY/FIREPLACE AND DRYER VENT INSPECTION FORM

Owner Name: _____

Phone: _____

Unit Address: _____

Email: _____

Work Date: _____ Description: Chimney/Fireplace Dryer Vent Both

Please Include a Copy of Receipt for Any Work Performed

CHIMNEY/FIREPLACE INSPECTION DETAILS

Work Performed: Inspection Sweeping Repair

Chimney in Good Condition: Yes No

Chimney Lined: Yes No

Door Gaskets in Good Shape: Yes No

Debris in Chimney: Yes No

New Damper Needed: Yes No

Draft Problem: Yes No

Chimney Exterior Needs Repairs: Yes No

Animals in Flue: Yes No

Is the Chimney a Fire Hazard: Yes No

Repairs Conducted: _____

DRYER VENT INSPECTION DETAILS

Work Performed: Inspection Cleaning Repair

Dryer Vent in Good Condition: Yes No

Vent Connected: Yes No

Cleaning Required: Yes No

Debris in Vent: Yes No

Is the Vent a Fire Hazard: Yes No

Repairs Conducted: _____

Customer/Resident Signature

Inspector Signature

Work Performed By: _____

Company Name: _____

Address: _____

Phone: _____ Fairfax County Business License Number: _____



US Consumer Product Safety Commission

[Consumer Safety](#) | [About CPSC](#) | [Library - FOIA](#) | [Business](#)

Consumer Product Safety Commission

Overheated Clothes Dryers Can Cause Fires

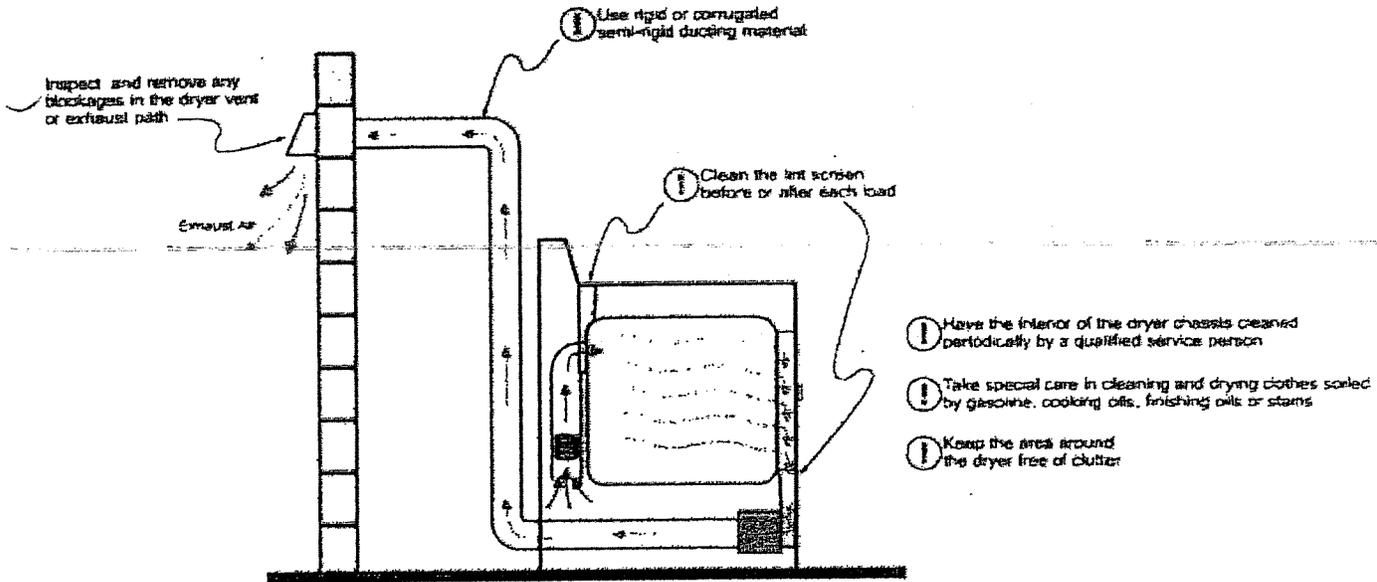
CPSC Document # 5022

Updated June 2003

The U.S. Consumer Product Safety Commission estimates that in 1998, clothes dryers were associated with 15,600 fires, which resulted in 20 deaths and 370 injuries. Fires can occur when lint builds up in the dryer or in the exhaust duct. Lint can block the flow of air, cause excessive heat build-up, and result in a fire in some dryers.

To help prevent fires:

- **Clean the lint screen/filter before or after drying each load of clothes.** If clothing is still damp at the end of a typical drying cycle or drying requires longer times than normal, this may be a sign that the lint screen or the exhaust duct is blocked.
- **Clean the dryer vent and exhaust duct periodically.** Check the outside dryer vent while the dryer is operating to make sure exhaust air is escaping. If it is not, the vent or the exhaust duct may be blocked. To remove a blockage in the exhaust path, it may be necessary to disconnect the exhaust duct from the dryer. Remember to reconnect the ducting to the dryer and outside vent before using the dryer again.
- **Clean behind the dryer, where lint can build up.** Have a qualified service person clean the interior of the dryer chassis periodically to minimize the amount of lint accumulation. Keep the area around the dryer clean and free of clutter.
- **Replace plastic or foil, accordion-type ducting material with rigid or corrugated semi-rigid metal duct.** Most manufacturers specify the use of a rigid or corrugated semi-rigid metal duct, which provides maximum airflow. The flexible plastic or foil type duct can more easily trap lint and is more susceptible to kinks or crushing, which can greatly reduce the airflow.
- **Take special care when drying clothes that have been soiled with volatile chemicals** such as gasoline, cooking oils, cleaning agents, or finishing oils and stains. If possible, wash the clothing more than once to minimize the amount of volatile chemicals on the clothes and, preferably, hang the clothes to dry. If using a dryer, use the lowest heat setting and a drying cycle that has a cool-down period at the end of the cycle. To prevent clothes from igniting after drying, do not leave the dried clothes in the dryer or piled in a laundry basket.



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Consumer Product Safety Commission, Office of Information and Public Affairs, 4330 East West Highway, Bethesda, MD 20814
or send an e-mail via CPSC's [On-Line Form](#).

The U.S. Consumer Product Safety Commission is charged with protecting the public from unreasonable risks of serious injury or death from thousands of types of consumer products under the agency's jurisdiction. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals - contributed significantly to the decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

To report a dangerous product or a product-related injury, call CPSC's hotline at (800) 638-2772 or CPSC's teletypewriter at (800) 638-8270, or visit CPSC's web site at www.cpsc.gov/talk.html. To join a CPSC email subscription list, please go to <https://www.cpsc.gov/cpsclist.aspx>. Consumers can obtain this release and recall information at CPSC's Web site at www.cpsc.gov.

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy

DATE ADOPTED: 88-11-12

RESOLUTION NUMBER: 4

RULES AND REGULATIONS

RELATING TO VIOLATIONS OF THE CONDOMINIUM INSTRUMENTS AND

RULES AND REGULATIONS

WHEREAS, Section 55-79.53, Code of Virginia, as amended, (commonly known as the "Condominium Act"), charges all Unit Owners and all those entitled to occupy a Unit with compliance with the provisions of the Condominium Act and Condominium Instruments, and that "Any lack of such compliance shall be grounds for 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," and

WHEREAS, Section 55-79.80(b)(2) provides the Association with the power, to the extent provided in the Condominium Instruments or the Rules and Regulations adopted pursuant thereto, to assess charges against a Unit Owner for violations of the Condominium Instruments, or Rules and Regulations adopted pursuant thereto, for which a Unit Owner or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, Section 55-79.80(b)(2) further provides that certain due process procedures must be followed before such charges may be assessed; and

WHEREAS, Article III, Section 2 of the Bylaws vests the Board of Directors ("Board") with all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association and further states that the Board may do all acts and things other than required by the Condominium Act or the Condominium Instruments to be exclusively exercised and done by the Association; and

WHEREAS, for the benefit and protection of the Association, and its members, the Board deems it necessary and desirable to establish a procedure to assure due process and prompt equitable resolution of disputes in cases where there is a question of compliance by a Unit Owner or other with the provisions of the Condominium Instruments or Rules and Regulations thereby attempting to minimize the necessity of enforcement by or through the courts.

NOW THEREFORE, BE IT RESOLVED THAT the following procedures shall be employed where the Board or a duly appointed Covenants Committee ("Committee") must take action relative to questions of an individual's compliance with the provisions of the Condominium Instruments or Rules and Regulations. In the event no Covenants Committee is appointed all references to the "Committee" shall be deemed to refer to the Board of Directors, unless the context plainly requires otherwise:

A. Informal Resolution of Alleged Violation

Any Unit Owner, officer, director or agent of the Association has the authority to request that a Unit Owner, tenant, guest or invitee cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

With respect to the use of any facility where a violation of the Rules for the use of such facility might endanger life, limb, property or equity of the Association, any agent of the Association may, without further notice, suspend for a period of not greater than seventy-two (72) hours the right of any Owner to use such facility, if 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 Unit Owner 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. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

In the case of disputes between Unit Owners regarding activities within the units or the appurtenant limited common elements, the Association will generally not become involved in the dispute or act on a Complaint unless there are two or more complaining parties.

B. Formal Hearing - Written Complaint

If the actions described in Section A prove unsuccessful, a formal hearing process shall be initiated upon the filing of a written Complaint by any Unit Owner, officer, director or agent of the Association with the Covenants Committee. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, so that the Respondent will be able to prepare his defense. The Complaint should specify the specific provisions of the Condominium Act, the Condominium Instruments, or the Rules and Regulations which the Respondent is alleged to have violated. The Complaint must be as specific as possible as to time(s), date(s), place(s), and person(s) involved.

C. Investigation

Upon receipt and consideration of the written Complaint, the Committee may request the Managing Agent to make a preliminary investigation as to the validity of the Complaint and promptly report the findings to the Committee. If conditions have been corrected since the Complaint was made, or if the Complaint is, for any other reason, no longer valid, 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, then the Committee may proceed as appropriate with the steps set forth below.

D. Service of Complaint

If preliminary investigation indicates further action is necessary, the Committee shall serve a copy of the Complaint and Notice of Hearing on the Respondent by regular mail and by either of the following means: (1) personal service or (2) by registered or certified U.S. mail, return receipt requested, and addressed to Respondent at the address appearing on the books of the Association. 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 shall have been served as provided herein.

E. Notice of Hearing

Along with service of the Complaint, the Committee shall serve a Notice of Hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing. The Notice of Hearing sent to the Respondent 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 at _____ on the _____ day of _____, 198__, at the hour of _____, upon the charges made in the Complaint served upon you. You may be present at the hearing, but need not be represented by counsel, any relevant evidence, and you will be given full opportunity to cross-examine all witnesses testifying against you."

If any parties can promptly show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the Committee may reschedule the time and date of hearing and promptly deliver notice of the new hearing date.

F. Notice of Defense

Service of Complaint and Notice of Hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state that the Respondent may:

1. Attend a hearing before the Committee as hereinafter provided;
2. Object to the Complaint on the grounds that it does not state the acts or omissions upon which the Committee may proceed;
3. Object to the form of the Complaint on the grounds that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare proper defense; or

4. Admit to the Complaint in whole or in part. In such event, the Committee shall meet to determine appropriate action or penalty, if any.

G. Amended or Supplemental Complaints

At any time prior to the hearing date, the Committee may permit the filing of an amended or supplemental Complaint. All parties shall be notified thereof in the manner herein provided. If the amended supplemental Complaint presents new charges, the Committee shall afford the Respondent a reasonable opportunity to prepare proper defense thereto.

H. Constraints on the Committee

It shall be incumbent upon each member of the Committee to disqualify him/herself in any case in which the member cannot function in a disinterested and objective manner, i.e., due to personal relationship with parties, a personal interest affected by the outcome, etc. Any potential conflict must be disclosed by the member to the Committee if the member determines not to disqualify him/herself. Any member of the Committee has the right to challenge any other member he believes is unable to function in a disinterested and objective manner.

Prior to the hearing, the Complainant and Respondent may challenge any member of the Committee for cause. In the event of such a challenge, the Board shall meet within ten (10) 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 Committee for the purpose of this hearing. All decisions of the Board in this regard shall be final provided that any appointee under this paragraph may also be challenged for cause.

I. Hearing

1. The Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be a Unit Owner or a member of the Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence may 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 improper the admission of such evidence over objection in civil actions. 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. Neither the Complainant or Respondent must be in attendance at the hearing. Generally, hearings are to be conducted at open sessions at which members of the Association may be present; however, at the request of either Complainant or Respondent, the Committee may agree to conduct the hearing in private session.
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 the Complainant and/or the Respondent does not testify in his own behalf, each may still be called and questioned.

4. Whenever the Committee has commenced to hear the matter and a member of the Committee withdraws prior to a final determination, the remaining members shall continue to hear the case and the Committee Chairman shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.

J. Disciplinary Remedies

Disciplinary action imposed by the Board may include suspension of a Unit Owner's rights to use the recreational facilities for no more than ninety (90) days for a non-continuous infraction; a suspension may be imposed for so long as a continuous violation exists; or assessing special charges in accordance with the provisions of the Condominium Act. For any non-continuing infraction, a special charge of Fifty Dollars (\$50.00) may be imposed. For a continuing infraction, a special charge of Ten Dollars (\$10.00) per day may be assessed.

K. Appellate Rights of Unit Owners

The Complainant or Respondent may request a rehearing of the Committee's decision, provided that all subordinate avenues of the Resolution, as provided herein, have been pursued. The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear an appeal of the case. The Board may, on the basis of the preliminary review, elect not to review the case, in which case, the Board will so inform the appealing party in writing and the initial Committee decision stands.

1. Appeals Petitions

Appeals Petitions must be legibly written and submitted to the Board within fourteen (14) days of the publication of the decision in substantially the following form:

(I)(We), _____,
hereby petition the Board of Directors to hear an
appeal from the decision of the Covenants Committee
(Application) (Case), Number _____. (I)(We)
further understand that within the Association, the
decision of the Board of Directors on rehearing this
issue is final.

2. Notice of Appellate Hearing

Notice of Appellate Hearing shall be as in Section E of this
Resolution.

3. Procedures

All of the rights and procedures established in previous pages of
this Resolution shall apply to appeals.

4. Effect of Decision

The Board may uphold the initial decision in its entirety, modify
or reverse such decision.

5. Further Action

An individual member may exhaust all available remedies of the
Association prescribed by this Resolution before that Unit Owner
may resort to a court of law for relief with respect to any alleged
violation by another member of any provision of the Condominium
Instruments or the Rules and Regulations. The foregoing limitation
pertaining to exhausting administrative remedies shall not apply to
the Board.

L. Construction

This Resolution is intended to serve as a protection to Unit Owners to
assure that their due process rights are protected in an adversary
proceeding, and to serve as a guideline for the Board and the Covenants
Committee as those bodies carry out their duties to enforce the
Condominium Instruments and Rules and Regulations.

The Board of Directors and Covenants Committee, 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 an adversary
proceeding in exact conformity with this Resolution shall not
invalidate the results of such proceeding, so long as a prudent and
reasonable attempt has been made to ensure due process was afforded.

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

1. The Complaint shall be provided to the Respondent.
2. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.

YES NO ABSTAIN ABSENT

<input checked="" type="checkbox"/>	_____	_____	_____
<input checked="" type="checkbox"/>	_____	_____	_____
<input checked="" type="checkbox"/>	_____	_____	_____
<input checked="" type="checkbox"/>	_____	_____	_____

ATTEST:

Paul J. Fox
Secretary

DATE:

NOVEMBER 12, 1988

PRESIDENT:

Harold A. Coenen, Jr. DWS

VICE PRESIDENT:

Bob Bailey

TREASURER:

W. E. Dy

AT LARGE:

[Signature]

AT LARGE:

Anna Miller

ADOPTED AT A

BOARD MTG:

REGULAR

(Regular or Special)

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy

DATE ADOPTED: November 23, 2009

RESOLUTION NUMBER: 5

BOOK OF RESOLUTIONS
ARCHITECTURAL CONTROL RESOLUTIONS (AMENDED)

WHEREAS, Article III, Section 2, 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 further states that the Board "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, and

WHEREAS, Article III, Section 2 of the Bylaws also empowers the Board of Directors to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium, and

WHEREAS, Section 308.3.1 of the Fairfax County Fire Prevention Code defines the permitted use and storage of open flame grills in multi-family dwellings,

NOW THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations shall be adopted:

RULES AND REGULATIONS

1. The greens and walkways in front of units and the entranceways adjacent to units shall at all times be free from obstruction and shall be used only for ingress and egress from the units except as set forth in Paragraph 2 of this resolution.
2. Each unit shall be permitted to display one doormat and no more than two (2) decorative potted plants on the front entranceway. Pots/planters must not obstruct the entranceway path, or obscure house numbers or lights, and neither pot/planter may exceed 18 inches in width or depth. Decorative plants must be living and maintained so as not to touch the surface a pot is set upon, the building wall(s), column, door, sill and/or window.
3. No exterior of any unit, or portion thereof, shall be painted or decorated by any owner and/or resident without the prior written consent of the Board of Directors.
4. No article shall be hung or shaken from any door, window, balcony, balcony rail or placed upon the external window sill or balcony railings.
5. No bicycle, scooter, baby carriage, shopping cart or similar vehicle, toy or personal article shall be allowed to stand or be stored in any of the general or limited common elements.
6. All owners and/or residents must keep their balcony, patio and storage area free from obstruction. No owner and/or resident shall place, or permit to be placed, any bird feed or

bird feeder on any balcony or patio. Only patio furniture, weighted planters, and/or county-approved electric grills shall be placed on a balcony or patio. No item may be placed on the railing of any patio or balcony at any time.

7. Per Section 308.3.1 of the Fire Prevention Code (as amended by Fairfax County), no owner and/or resident shall be permitted to store or use a fuel burning grill on any balcony, patio, front entranceway or on any common element. No fuel burning grill is permitted to be used within fifteen feet of any building. Additionally, the burning of impregnated wood or similar materials producing dense smoke is prohibited on community grounds at all times. Only devices using electricity as a heating source and listed by a recognized testing authority shall be permitted to be stored on the owner/resident's balcony or patio.
8. No owner and/or resident shall make or permit any unreasonable noise that disturbs or annoys the occupancy of any unit in the building or do or permit anything to be done which will interfere with the rights, comfort or convenience of any other owner and/or resident.
9. No exterior shade, awning, window guard, ventilator, fan or air conditioning device shall be used without written approval of the Board of Directors. Exterior facing window blinds, shades or curtains must be white or off-white and must be maintained in good repair.
10. No sign, notice, advertisement or decoration, except small window decals provided by Home Security Companies or those decals provided to inform emergency crews of pets living inside, shall be inscribed or exposed on or at any window or other part of the unit or in-any vehicle located on the premises unless with the written approval of the Board of Directors. Unit owners may place a maximum of one decal of each type permitted on each building face and only in the lower right or left corner of a window. Decals may not exceed 5x5 inches in size.
11. All refuse shall be deposited with care in containers intended for such purpose only at such times and in such manner as directed by the Board of Directors. Objects too large for the trash containers (e.g., mattresses, box springs, appliances, furniture, carpet, moving cartons, etc.) can be removed by arranging for special pick up through the Management Company or by disposing of the item(s) at the Fairfax County I-66 Transfer Station Complex located at 4618 West Ox Road, Fairfax VA. (See Special Resolution No. 1).
12. No aerial, antennae or wire of any kind shall be attached to or hung from the exterior of any unit unless with the written approval of the Board of Directors. (See Policy Resolution No 10 for additional guidance on placement and approval procedures).
13. No vehicle belonging to any owner, resident, guest or employee of owner/resident shall be parked in such a manner as to impede or prevent ready access to another parking space. All owners, residents and guest shall obey all parking regulations currently in effect or promulgated by the Board of Directors in the future for the use of parking areas. (See Policy Resolution No. 2).

14. Owners are responsible for the actions of their tenants, family members and guests and anyone permitted by them into the building or common elements.

Any damage to the building, common elements or equipment caused by any owner, resident, guest or child shall be repaired at the expense of the responsible co-owner.

15. Any complaint regarding building or ground maintenance or management or regarding actions of any other resident or owner shall be made in writing to the Management Company.

16. Any consent or approval given by the Board of Directors under these rules shall be revocable at any time.

YES NO ABSTAIN ABSENT

✓	_____	_____	_____
✓	_____	_____	_____
✓	_____	_____	_____
✓	_____	_____	_____
✓	_____	_____	_____

PRESIDENT: Abigail Marano

VICE PRESIDENT: Raymond Hogan

TREASURER: Steve Wilson

SECRETARY: Nicholas J. Morales

AT LARGE: Jose L...

ATTEST.

I, Nicholas J. Morales, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 5 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the _____ day of November 2009.

Nicholas J. Morales

CERTIFICATE OF MAILING

I, _____, hereby certify that a copy of the foregoing Policy Resolution No. 5, was mailed, postage prepaid, in accordance with the requirements of Article XI, Section 2 of the Bylaws to all Unit Owners of record on the _____ day of _____, 2009.

Project Manager, Cardinal Management Company
On Behalf of the Unit Owners Association of
The Linden At Fair Ridge, A Condominium

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy

DATE ADOPTED: 89-04-24

RESOLUTION NUMBER: 6

BOOK OF RESOLUTIONS

VEHICLE WASHING

WHEREAS, Article III, Section 2, 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 further states that the Board "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, and

WHEREAS, Article III, Section 2(f) of the Bylaws also empowers the Board of Directors to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium.

WHEREAS, Article XI, Section 1(g) of the Bylaws prohibits vehicle washing on the Condominium property unless the Board shall designate an area or areas for such activity; and

WHEREAS, by petition to the Board of Directors, two-thirds of the owners of units in the Condominium have expressed an interest in allowing vehicle washing; and

WHEREAS, the Board of Directors finds that vehicle washing will benefit the owners and residents of the Condominium.

NOW THEREFORE, BE IT RESOLVED THAT vehicle washing shall be permitted in accordance with the following resolution:

RULES AND REGULATIONS

1. Any resident or owner may wash his vehicle by connecting a hose to the individual water spigot located on the exterior of his unit.
2. No commercial vehicle, camper, etc. may be washed upon the common elements.
3. Residents or owners may not allow non-residents to wash their vehicles upon the common elements.
4. An owner or resident must be parked in his own designated parking space when washing his vehicle.
5. An owner or resident must take care to not splash or damage any neighboring vehicles. Owners and residents will be considerate of each other in exercising the privilege granted by this resolution.

6. Vehicle washing may only be performed between dawn and dusk. All vehicle washing must be complete before dusk.
7. Owners and residents must take care to not wash their vehicles when temperatures are low enough so that it will cause common elements to freeze and/or become a hazard.
8. Owners and residents must take care to not waste the water and to ensure that the area is free from trip hazards and materials which may harm children and/or pets.
9. Any owner or resident violating the provisions of this resolution may have his or her vehicle washing privileges revoked indefinitely and/or may be subject to remedial or legal action by the Board of Directors.

YES NO ABSTAIN ABSENT

✓	_____	_____	_____
✓	_____	_____	_____
✓	_____	_____	_____
✓	_____	_____	_____
✓	_____	_____	_____

PRESIDENT: *D.W. Bailey*
VICE PRESIDENT: *J.M. [Signature]*
TREASURER: *Donald E. [Signature]*
AT LARGE: *Anna M. Mills*
AT LARGE: *Jean A. [Signature]*

ATTEST: *Rene [Signature]*, *AEN [Signature]*
Secretary

ADOPTED AT A: *REGULAR*
(Regular or Special)

DATE: *4/24/89*

BOARD MEETING

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy DATE ADOPTED: September 14, 2009 RESOLUTION NUMBER: 7

BOOK OF RESOLUTIONS

STORM DOOR INSTALLATION - REVISED

WHEREAS, Article III, Section 2 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 further states that the Board of Directors "may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised or done by the Unit Owners Association"; and

WHEREAS, Article III, Section 2(f) of the Bylaws empowers the Board of Directors to "make and amend the Rules and Regulations"; and

WHEREAS, Article VI, Section 7 of the Bylaws prohibits any Unit Owner from making any structural addition, alteration or improvement in or to his unit without the prior written consent of the Board of Directors; and

WHEREAS, several Unit Owners at Linden Condominium have expressed a desire to install storm doors on their condominium units; and

WHEREAS, the Board of Directors of the Unit Owners Association of Linden Condominium has determined and is satisfied that it is in the best interest of the Association for the Board of Directors to permit Unit Owners to have installed storm doors. Condominium units subject to such terms and conditions as shall be imposed by the Board of Directors of the Association.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Board of Directors of the Unit Owners Association of Linden Condominium may, within its discretion, grant permission to any Unit Owner to install a storm door on his/her condominium unit subject to the following conditions and any other terms and conditions that may be imposed by the Board of Directors:

Any Unit Owner wishing to install a storm door on his/her condominium unit must apply for and receive permission to do so from the Board of Directors and must take reasonable steps to ensure that the installation is performed so as to maintain and preserve the architectural integrity of the Condominium. The Board of Directors will respond to any written application within sixty (60) days of receipt of the application. Any damage caused by the Unit Owner or hired installer in installing the storm door will be assessed against the responsible Unit Owner. All maintenance responsibilities for the storm door remain with the Unit Owner and any subsequent Owner(s).

The specifications/requirements for storm door installations are:

1. The door must be a full view type and white in color.

2. The door may have a kick plate at the bottom that may not exceed 12 inches in height from the threshold.
3. A photo/picture of the door must accompany your request for installation and must include model number, serial number, manufacturer and name and address of installer.
4. The owner is responsible for any damage that the door may cause to the common element.
5. Any unused glass or screen for the door must be stored in the resident's unit and not on the common element.
6. The owner is responsible for the maintenance of the door, to include, but not limited to:
 - a. Any broken or cracked glass on the door must be repaired and/or replaced within thirty (30) days.
 - b. Any holes or tears in the screen must be repaired and/or replaced within thirty (30) days.
 - c. The door must close properly, sitting flush against the door frame.

Each Unit Owner receiving permission to install a storm door must execute and return to the Board of Directors an indemnification agreement substantially in the form of "Exhibit A" prior to receiving approval of his application and in no instance less than five (5) days prior to the installation of the storm door. Approval is not final until the indemnification agreement has been accepted by the Board of Directors.

YES NO ABSTAIN ABSENT

_____	_____	_____	_____ ✓
_____ ✓	_____	_____	_____
_____ ✓	_____	_____	_____
_____ ✓	_____	_____	_____
_____ ✓	_____	_____	_____

PRESIDENT: Amigail Nazome

VICE PRESIDENT: George Lopez

TREASURER: Julio Hernandez

SECRETARY: Nicholas J. Nobiles

AT LARGE: John Doe

ATTEST.

I, Nicholas J. Nobiles, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 7 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 14th day of September, 2009.

Nicholas J. Nobiles

EXHIBIT A

**LINDEN CONDOMINIUM UNIT OWNER
INDEMNIFICATION AGREEMENT
FOR
STORM DOOR INSTALLATION**

I/We, the undersigned Unit Owner(s) of the Linden Condominium do hereby freely accept all maintenance responsibilities and ownership obligations attendant to the install In exchange for permission of the Board of Directors to install the aforesaid storm door, I/we do hereby agree as follows:

I/We shall hold harmless and indemnify the Board of Directors and the Linden Condominium Unit Owners Association, its successors and assigns from and against any and all liabilities, costs, damages, expenses and attorneys' fees relating to installation and maintenance of the aforesaid storm door. I/We also agree to maintain the storm door in proper repair and condition subject to the discretion of the Board of Directors. I/We understand and agree that no modifications may be made to the storm door from the original design as approved without the written consent of the Board.

I/We understand and agree that this Indemnification Agreement shall be binding upon our heirs, successors and assigns to the interest in this condominium unit and that we agree that the terms of this Indemnification Agreement shall be included by me/us in any resale package for the condominium unit and that I/we have the responsibility of providing actual notice of the terms of this Agreement and a copy of this Agreement to all contract purchasers of said unit prior to sale and conveyance of the unit.

Unit Number

Unit Owner

Unit Owner

Received By: _____

Date: _____

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy

DATE ADOPTED: 91-01-28

RESOLUTION NUMBER: 8

BOOK OF RESOLUTIONS

OPEN HOUSE SIGN REGULATIONS

WHEREAS, Article III, Section 2 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 further states that the Board of Directors "may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised or done by the Unit Owners Association"; and

WHEREAS, Article III, Section 2(f), of the Bylaws empowers the Board of Directors to "make and amend the Rules and Regulations"; and

WHEREAS, Article XI, Section 1(i), provides that "no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors."; and

WHEREAS, the Board of Directors of the Unit Owners Association of Linden At Fair Ridge, A Condominium, has determined the need to regulate the proliferation of signs within the Condominium in order to maintain the appearance and property values of the Condominium; and

WHEREAS, said Board of Directors has determined that the Unit Owners at Linden Condominium should be permitted to promote the sale of their individual units by use of an "open house" marketing strategy, subject to certain limitations; and

WHEREAS, the Board of Directors has determined and is satisfied that it is in the best interest of the Association for the Board of Directors to permit the limited display of "open house" signs within the Condominium with the prior written approval of the Board of Directors and subject to the regulations set forth below.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Unit Owners Association of Linden At Fair Ridge, A Condominium, through its Managing Agent, may, within its discretion, grant written permission to any Unit Owner to erect standard "open house" signs on weekend days (Saturday or Sunday) only for a period of no more than five (5) hours on their approved day. Such "open house" signs may be displayed not more than one (1) day per week per unit, with no more than three (3) open houses on any one weekend day on Strong Court and no more than three (3) open houses on any one weekend day on Fort Buffalo Circle.

2. The Board of Directors draws a distinction between "open house" signs and other types of signs such as "for sale" signs. Other than "open house" signs which have received prior written approval, no other signs of any kind may be erected, posted or displayed upon, in, from or about any Unit or Common Element, unless otherwise authorized by the Board of Directors pursuant to the Bylaws of the Condominium.

3. In the event that a greater number of Unit Owners desire to display "open house" signs than are permitted above, the Management Company will issue approval letters on a first come first serve basis. Applications for display of "open house" signs shall be made in accordance with the requirements of the Management Company. Notwithstanding the ordinary assignment of approval letters on a first come first serve basis, where there are more applications for "open house" sign permits than are allotted for any given day, the Management Company may give priority to a Unit Owner who has never held an open house or to a Unit Owner who has skipped a week since holding the last open house.

4. In no instance may a Unit Owner erect or allow to be erected on his property or within the Condominium an "open house" sign without obtaining prior written approval of the Board of Directors through the Management Company.

YES	NO	ABSTAIN	ABSENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PRESIDENT: *W. Bailey*
 VICE PRESIDENT: *[Signature]*
 TREASURER: *Robert W. Rish*
 SECRETARY: *Anna M. Miller*
~~AT LARGE:~~
 AT LARGE: *Nana Wang*

ATTEST: *Anna M. Miller*
 Secretary

ADOPTED AT A: *REGULAR*
 (Regular or Special)

DATE: *JANUARY 28, 1990*

BOARD MEETING

LINDEN AT FAIR RIDGE, A CONDOMINIUM

APPLICATION FOR OPEN HOUSE SIGNS

Date: _____

To: TWC Association Management
12110 Sunset Hills Road, Suite 410
Reston, VA 22090

Re: _____
(Property Address)

(Owner)

Permission is requested to utilize temporary "open house" signs to advertise the above referenced property on _____ during the hours of _____ to _____. My realtor is _____ representing the _____ Realty Agency.

[] Approved

[] Denied

Reason: _____

Management Company

By: _____

NOTE: Form may be mailed or hand-delivered only. Written or verbal approval will be given depending on the method of receipt of application.

**LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 9**

WINDOW AND SKYLIGHT REPLACEMENT - AMENDED

WHEREAS, Article III, Section 2 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 further states that the Board of Directors "may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised or done by the Unit Owners Association"; and

WHEREAS, Article III, Section 2(f) of the Bylaws empowers the Board of Directors to "make and amend the Rules and Regulations"; and

WHEREAS, Article VI, Section 7 of the Bylaws prohibits any Unit Owner from making any structural additions, alteration or improvement in or to his unit without the prior written consent of the Board of Directors; and

WHEREAS, several Unit Owners at Linden Condominium have expressed a desire to replace a window and skylight unit(s) or window trim in their condominium units; and

WHEREAS, the Board of Directors of the Unit Owners Association of Linden Condominium has determined and is satisfied that it is in the best interest of the Association for the Board of Directors to permit Unit Owners to have a window and skylight unit(s) replaced in the condominium units subject to such terms and conditions as shall be imposed by the Board of Directors of the Association.

NOW THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Unit Owners Association of Linden Condominium may, within its discretion, grant permission to any Unit Owner to replace a window unit(s) or modify the trim on a window unit(s) in his/her condominium unit subject to the following conditions and any other terms and conditions that may be imposed by the Board of Directors:

Any Unit Owner wishing to replace a window or skylight unit(s) in his/her condominium unit must apply in writing for and receive written permission to do so from the Board of Directors and must take reasonable steps to ensure that the installation is performed so as to maintain and preserve the architectural integrity of the condominium. The application will include a diagram indicating which window(s) and/or skylight(s) will be replaced. The Board of Directors will respond to any written application within sixty (60) days of receipt of the application. Any damage caused by the Unit Owner or hired installer in installing the window and/or skylight unit(s) or trim will be assessed against the responsible Unit Owner. All maintenance responsibilities for the window and/or skylight unit(s) and trim remain with the Unit Owner and any subsequent Owner(s), to include repairs resulting from water leaks associated with the window and/or skylight unit(s).

The specifications/requirements for window unit replacement are:

1. The window unit will be the same size and style as the existing unit.
2. Only "new construction" windows with an attached nailing flange are permitted to be installed, which require the removal and reinstallation (or replacement if damaged) of the existing white Azek trim around the window. Any existing trim that is damaged during the installation must be replaced with the same size and type of Azek trim.
3. The "new construction" windows must have:

- a. Double paned, insulated glass. Tinting (not visible from the exterior), a low-E coating, and argon gas between the panes are permitted.
 - b. Fused (welded) frames and sashes. Mechanical (screw assembled) windows are not permitted.
4. All the windows in a condominium unit on the same plane (side) must match. If, for instance, only part of the window units are to be replaced, the trim molding on the adjacent windows in the same plane (side) of the same unit must be modified/replaced to match the trim molding of the new window unit(s).

The specifications/requirements for skylight unit replacement are:

1. The skylight unit will be the same size as the existing unit and must be a contemporary "flat" skylight style rather than the original "bubble" style.
2. The skylights must have:
 - a. Double paned, insulated glass. Tinting, a low-E coating, and argon gas between the panes are permitted.
 - b. Fused (welded) frames and sashes. Mechanical (screw assembled) skylights are not permitted.

Any replacement window and/or skylight unit(s) installed prior to the effective date of this revised resolution shall not be subject to the updated specifications/requirements identified above; however any replacement to said existing windows will be subject to this resolution.

The Unit Owner will inform the management agent when the work is completed. The management agent will inspect the work for compliance within (30) thirty days of notification and will provide the Board of Directors with a written report that the work is satisfactory/unsatisfactory. Unsatisfactory work must be corrected, at the Unit Owners expense, within (60) sixty days from the written notification from the management agent.

Each Unit Owner requesting written permission to replace a window and/or skylight unit(s) must execute and return to the Board of Directors an indemnification agreement substantially in the form of "Exhibit A" prior to receiving approval of the application and in no instance less than five (5) days prior to the replacement/modification of any window and/or skylight unit(s). Approval is not final until the indemnification agreement has been accepted by the Board of Directors.

All previous policy resolutions relating to window and skylight replacement are superseded by this Policy Resolution as of its Effective Date, which is the 1 day of June, 2016.

**THE UNIT OWNERS ASSOCIATION OF
LINDEN AT FAIR RIDGE, A CONDOMINIUM**

By:


President Brian Mazanec

EXHIBIT A

**LINDEN CONDOMINIUM
UNIT OWNER INDEMNIFICATION AGREEMENT
FOR
WINDOW AND/OR SKYLIGHT UNIT REPLACEMENT**

I/We, the undersigned Unit Owner(s) of the Linden Condominium do hereby freely accept all maintenance responsibilities and ownership obligations attendant to the replacement of window and/or skylight unit(s) in conformity with the attached application approved by the Board of Directors. In exchange for permission of the Board of Directors to replace the aforesaid window unit, I/we do hereby agree as follows:

I/We shall hold harmless and indemnify the Board of Directors and the Linden Condominium Unit Owners Association, its successors and assigns from and against any and all liabilities, costs, damages, expenses and attorneys' fees relating to installation and maintenance of the aforesaid window and/or skylight unit(s), to include repairs resulting from water leaks associated with the window and/or skylight unit(s).

I/We also agree to maintain the window and/or skylight unit(s) in proper repair and condition subject to the discretion of the Board of Directors. I/We understand and agree that no modifications may be made to the window and/or skylight unit(s) from the original design as approved without the written consent of the Board.

I/We understand and agree that this Indemnification Agreement shall be binding upon our heirs, successors and assigns to the interest in this condominium unit and that we agree that the terms of this Indemnification Agreement shall be included by me/us in any resale package for the condominium unit and that I/we have the responsibility of providing actual notice of the terms of this Agreement and a copy of this Agreement to all contract purchasers of said unit prior to sale and conveyance of the unit.

Unit Number

Unit Owner Signature

Unit Owner Signature

Received By: _____

Date: _____

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy DATE ADOPTED: July 6, 2009 RESOLUTION NUMBER: 10

BOOK OF RESOLUTIONS

PROTECTION OF SIDING AND TRIM – REVISED

WHEREAS, Article III, Section 2 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 further states that the Board of Directors “may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised or done by the Unit Owners Association”; and

WHEREAS, Article III, Section 2(f) of the Bylaws empowers the Board of Directors to “make and amend the Rules and Regulations”; and

WHEREAS, Article III, Section 2 of the Bylaws assigns the Board of Directors all of the powers and duties deemed necessary for the administration of the affairs of the Condominium; and

WHEREAS, Article VI, Section 7 of the Bylaws prohibits any Unit Owner from making any structural additions, alterations or improvement in or to his unit without the prior written consent of the Board of Directors; and

WHEREAS, several Unit Owners at Linden At Fair Ridge, A Condominium have expressed a desire to install certain devices such as satellite dish systems, cable systems or updated Heating, Ventilation and Air Conditioning (HVAC) systems for their condominium units; and

WHEREAS, the Board of Directors of the Unit Owners Association of Linden At Fair Ridge, A Condominium has determined that it is in the best interests of the Association for the Board of Directors to permit Unit Owners to install a satellite dish system, cable system or HVAC System, all requiring a modification of common elements and/or limited common elements, subject to specific terms and conditions as shall be imposed by the Board of Directors of the Association; and

WHEREAS, the Board of Directors of the Unit Owners Association of Linden At Fair Ridge, A Condominium has determined that it is in the best interests of the Association for the Board of Directors to enact robust penalties for unauthorized structural additions, alterations or improvements to condominium trim and siding.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Unit Owners Association of Linden At Fair Ridge, A Condominium may, within its discretion, grant permission to any Unit Owner to install a satellite dish system, cable system or HVAC System, both requiring a modification of common elements and/or limited common elements, subject to the following conditions and any other terms and conditions that may be imposed by the Board of Directors:

Any Unit Owner wishing to install or replace a satellite dish system, cable system or HVAC system must apply in writing for and receive written permission to do so from the Board of Directors and must take reasonable steps to ensure that the installation is performed so as to maintain and preserve

the architectural integrity of the condominium. The Board of Directors will respond to any written application with fifteen (15) days of receipt of the application. Any damage caused to Association common property by the Unit Owner or hired installer(s) will be assessed against the responsible Unit Owner.

No drilling, nailing or perforations of any kind are permitted in the siding or trim of the condominium buildings beyond the specifications outlined herein and with the written approval of the Board of Directors.

The specifications/requirements for satellite dish, cable system and HVAC system installations are:

1. Exterior Antennas, Cables and Satellite Dishes. All satellite dish and antenna devices must be “conforming” devices as defined by the Telecommunications Act of 1996 and 47 C.F.R. Section 1.4000, as amended, (e.g. conforming satellite dishes must be one meter or less in diameter or diagonal measurement)(hereinafter “Antennas”). All other antennas are prohibited. Antennas shall not be installed on general common elements (e.g. roofs of units) without permission from the Board of Directors. Written permission from the Board is not required for installation of an Antenna on a limited common element balcony or patio (subject to the rules set forth below) if there will be no drilling, nailing or perforations of any kind in the siding or trim of the condominium buildings. Antennas and cables are subject to the following installation rules and regulations:
 - a. Antennas shall not be attached to the exterior walls of the building on the property. No penetrations of the building walls may be done without the written consent of the Board and must follow the specifications outlined herein and elsewhere in the Condominium Instruments.
 - b. Unit Owner and occupants of units shall not install any type of Antenna that transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such Antennas are prohibited.
 - c. The roofs of the units are not “exclusive use” areas. Nevertheless, Antennas may be installed on the roof of a unit in a central discrete location as approved by the Board of Directors. Antennas shall not be installed on any siding or trim and may only be installed on the roof. In addition, antennas shall not overhang the roof’s edge.
 - d. The cables from properly installed equipment must be installed the utility closets and bedroom if running up or down to or from the ground-level.
 - e. They will enter the unit through the primary utility entry point immediately below the unit’s electricity meter and run directly into a unit’s utility closet. In addition to entering through existing utility entry points below the unit’s electricity meter, upper units may install a cable through a single entry point in the frieze board (defined as the trim board at the top of the unit’s siding, forming a corner with the soffit) directly into said unit’s utility closet. The hole must be no larger than a half-inch in diameter and must be on the frieze board between the exterior vertical trim closest to the utility closet door and the corner of the building, as specified generally in the graphics included in the policy summary included with this resolution. Any tacks required to hold the cable in place must be mounted in the trim and not the siding and shall not penetrate more than a half-inch.
 - f. All cables must enter the unit’s utility closet and cannot be run to individual unit rooms externally. The internal wiring of a unit is the responsibility of the unit owner and not the responsibility of the Association.
 - g. Antennas shall be installed and secured in a manner that complies with all applicable Virginia building codes, provided that such codes are not superseded by federal law,

and manufacturer's instructions. Antennas shall be installed and secured in a manner so they do not damage the common elements, limited common elements, or individual units, or void any warranties of the Association or other Unit Owners, or in any way impair the structural integrity of the building. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium.

- h. The Association reserves the power to grant a variance from any of the antenna and satellite dish rules expressed herein, but shall endeavor to protect the community from the architectural blight to the greatest degree possible and strive to ensure that all concerns over safety are satisfied.

2. Exterior Components of Heating, Ventilation and Air Conditioning (HVAC) systems:

- a. New HVAC systems are only allowed in the location of the prior HVAC system being replaced.
- b. The piping and cables from the HVAC system into the individual unit will be installed in existing holes/access points in the siding and trim located immediately below the unit's electricity meter. The high voltage line must be run out of the existing external fuse box properly mounted on trim.

Each Unit Owner requesting written permission to install a satellite dish on the roof of a unit, new cable system or HVAC system must execute and return to the Board of Directors and indemnification agreement substantially in the form of "Exhibit A" prior to receiving approval of the application and in no instance less than five (5) days prior to the installation. Approval is not final until the indemnification agreement has been accepted by the Board of Directors.

Any unauthorized modification (drilling, nailing, perforations of any kind, etc.) in the external condominium siding or trim shall be subject to the penalties and process outlined in Resolution Number Four (*Relating to Violations of the Condominium Instruments and Rules and Regulations*). A special charge of fifty (\$50.00) shall be imposed on any Unit Owner who is responsible for said unauthorized modification in addition to the costs incurred by the Association in repairing the damage. Additionally, a fine of ten (\$10.00) per day shall be assessed for the duration of the violation, measured from the time the unit owner was notified of the violation until the time it was resolved to the Board of Director's satisfaction.

This Resolution supersedes and replaces any previous resolution establishing rules and regulations for vehicles and parking on the Property as of the Effective Date. The Effective Date of this Resolution is July 6, 2009.

YES NO ABSTAIN ABSENT

PRESIDENT: Amirail Marone

VICE PRESIDENT: [Signature]

TREASURER: [Signature]

SECRETARY: Nicholas J. Nakala

AT LARGE: [Signature]

ATTEST.

I, Nicholas J. Morales, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 10 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 6th day of July, 2009.

Nicholas J. Morales

CERTIFICATE OF MAILING

I, Lynn Hubbard, hereby certify that a copy of the foregoing Policy Resolution No. 10, was mailed, postage prepaid, in accordance with the requirements of Article XI, Section 2 of the Bylaws to all Unit Owners of record on the 14th day of August, 2009.

Lynn Hubbard
Lynn Hubbard, Member At Large
Unit Owners Association of
The Linden At Fair Ridge, A Condominium

Exhibit A

Linden at Fair Ridge Trim and Siding Protection Policy Summary¹

(Relevant to installation of satellite dishes and other systems mounted in or on Linden common elements)

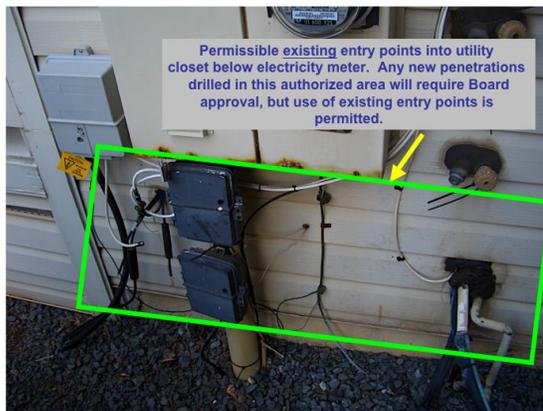
PURPOSE: This summary and implementation memo is intended to serve as a refresher on Linden's trim and siding protection policy that was recently updated as well as to explain how the policy will be enforced in our community beginning summer 2009, in order to better protect our new trim and siding and maintain the architectural standards of our community.

TRIM AND SIDING PROTECTION POLICY SUMMARY:

- All trim and siding on Linden condominium buildings are “common elements.” **Absolutely no drilling, nailing or perforations of any kind are permitted in the siding or trim of the condominium buildings, unless done with written permission from the Board per the specifications in the Trim and Siding Protection Policy.**
- Satellite dishes are permitted if properly installed on the roof and not the siding or trim. Properly installed dishes must:
 - Be installed securely on the roof of a unit in a central discrete location as approved by the property manager and shall not overhang the roof's edge or obstruct any access points.
 - Must not transmit a signal of any sort or disrupts the reception of the radios and television sets of neighbors and comply with all applicable codes and federal law.
- Wires and cables from properly installed satellite dishes, antennas or cable service must:
 - Be installed in the building corner between the utility closets and bedroom if running up or down to or from the ground-level.
 - **All cables must enter the unit's utility closet and cannot be run to individual unit rooms externally.**
 - Enter through the primary utility entry point immediately below the unit's electricity meter (for upper and lower units) and run directly into a unit's utility closet. Upper units may also install a cable through a single entry point in the frieze board directly into said unit's utility closet. The hole must be no larger than a half-inch in diameter and must be on the frieze board between the exterior vertical trim closest to the utility closet door and the corner of the building, as specified generally in the graphics below. Any tacks required to hold the cable in place must be mounted in the trim and not the siding and shall not penetrate more than a half-inch.
- Exterior Components of Heating, Ventilation and Air Conditioning (HVAC) systems are permitted if properly installed. Properly installed HVAC systems must:
 - Be installed in the location of the prior HVAC system being replaced.
 - **The piping and cables from the HVAC system into the individual unit must be installed in existing holes/access points in the siding and trim located immediately below the unit's electricity meter. The high voltage line must be run out of the existing external fuse box properly mounted on trim.**

¹ For full details of this regulation, please see Policy Resolution 10 in the Linden at Fair Ridge Book of Resolutions.

- The below pictures generally depict the proper areas for an authorized installation (with written permission from the board). The green boxes indicate the appropriate location of any cables entering a unit through the trim or siding.



TRIM AND SIDING PROTECTION POLICY ENFORCEMENT:

- Each Unit Owner requesting permission to install a satellite dish on the roof of a unit or install a new HVAC system must execute and return to the Board of Directors and indemnification agreement (obtained from TWC Management, 703-437-5800) prior to receiving approval of the application and in no instance less than five (5) days prior to the installation.

Any unauthorized modification (drilling, nailing, perforations of any kind, etc.) in the siding or trim shall be subject to a special charge of fifty (\$50.00) and a ten (\$10.00) charge for each day the violation remains, in addition to the costs incurred by the Association in repairing the damage. If you have questions about the policy, please ask the management or the Board!

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Policy

DATE ADOPTED: August 3, 2009

RESOLUTION NUMBER: 11

BOOK OF RESOLUTIONS

STONE PATIO INSTALLATION ON COMMON ELEMENT

WHEREAS, Article III, Section 2, 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 further states that the Board "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"; and

WHEREAS, Article III, Section 2 of the Bylaws also empowers the Board of Directors to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; and

WHEREAS, Article VI, Section 7 of the Bylaws prohibits any Unit Owner from making any addition, alteration or improvement in or to his Unit or the Common Elements without the prior written consent of the Board of Directors; and

WHEREAS, Several lower-level Unit Owners have expressed a desire to have stone patios installed immediately outside of their sunroom sliding glass doors or the opening to their open-air porches in order to facilitate ingress/egress and mitigate standing water and mud issues.

WHEREAS, the Board of Directors believes that it is the best interests of the Association to permit the Owners of lower level units to install stone patios, subject to the rules and regulations set forth herein.

NOW THEREFORE, BE IT RESOLVED THAT the following policy regarding the construction, maintenance and use of stone patios shall be adopted:

1. The Owners of lower level units with mud and drainage issues immediately outside of their sunroom sliding door or entryway to their open-air porch may submit a request for installation of a stone patio to facilitate ingress/egress. Such a request must be in writing and submitted to the Association's management company.
2. Within 45 days the Board of Directors will review the request and make a determination if a legitimate access issue exists. If the mud and drainage issue is verified, the Board of Directors shall have a stone patio installed at the Association's cost within 60 days of said decision. The Unit Owner requesting the stone patio will not be assessed for its installation or maintenance.
3. The stone patio shall be no larger than six (6) feet by four (4) feet with the longer portion running along the sliding door/deck opening and shall be composed of natural stone consistent in material with the majority of existing stone patios installed prior to the enactment of this resolution. It shall be substantially configured as depicted in Exhibit A of this resolution.

4. The space immediately outside a Unit Owners' sunroom sliding door or entryway to their open-air porch is a general Common Element and not deemed an exclusive use zone. Installing a stone patio in this space does not alter this designation.
5. As a Common Element, the stone patio must remain free from obstruction at all times, per Article XI, Section 1-E of the Linden Bylaws as well as Policy Resolution 5. No Unit Owner and/or resident shall place, or permit to be placed, any item on the stone patio. No patio furniture, planters or any other items are permitted in or on this space. The stone patio's only function is to facilitate ingress/egress to the requesting Unit and it shall not be utilized for recreational purposes. Unit Owners in violation of this provision shall be subject to all sanctions as permitted under the Condominium Instruments and Virginia law.
6. Stone patios installed on Common Elements prior to the enactment of this resolution, whether by the Association or with its permission or by the Unit Owner without permission from the Association, shall be brought into conformance with the standards in this resolution (material and size) as maintenance comes due or sooner if the Board so determines.

This Resolution supersedes and replaces any previous resolution establishing rules and regulations for stone patios on the Property as of the Effective Date. The Effective Date of this Resolution is August 3, 2009.

YES NO ABSTAIN ABSENT

✓	_____	_____	_____
✓	_____	_____	_____
_____	✓	_____	_____
✓	_____	_____	_____
✓	_____	_____	_____

PRESIDENT: Abigail Maroney

VICE PRESIDENT: Robert Taylor

TREASURER: John Miller

SECRETARY: Nicholas J. Koteles

AT LARGE: Kevin Brown

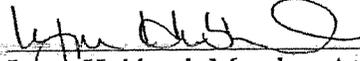
ATTEST.

I, Nicholas J. Koteles, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 11 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 3rd day of August, 2009.

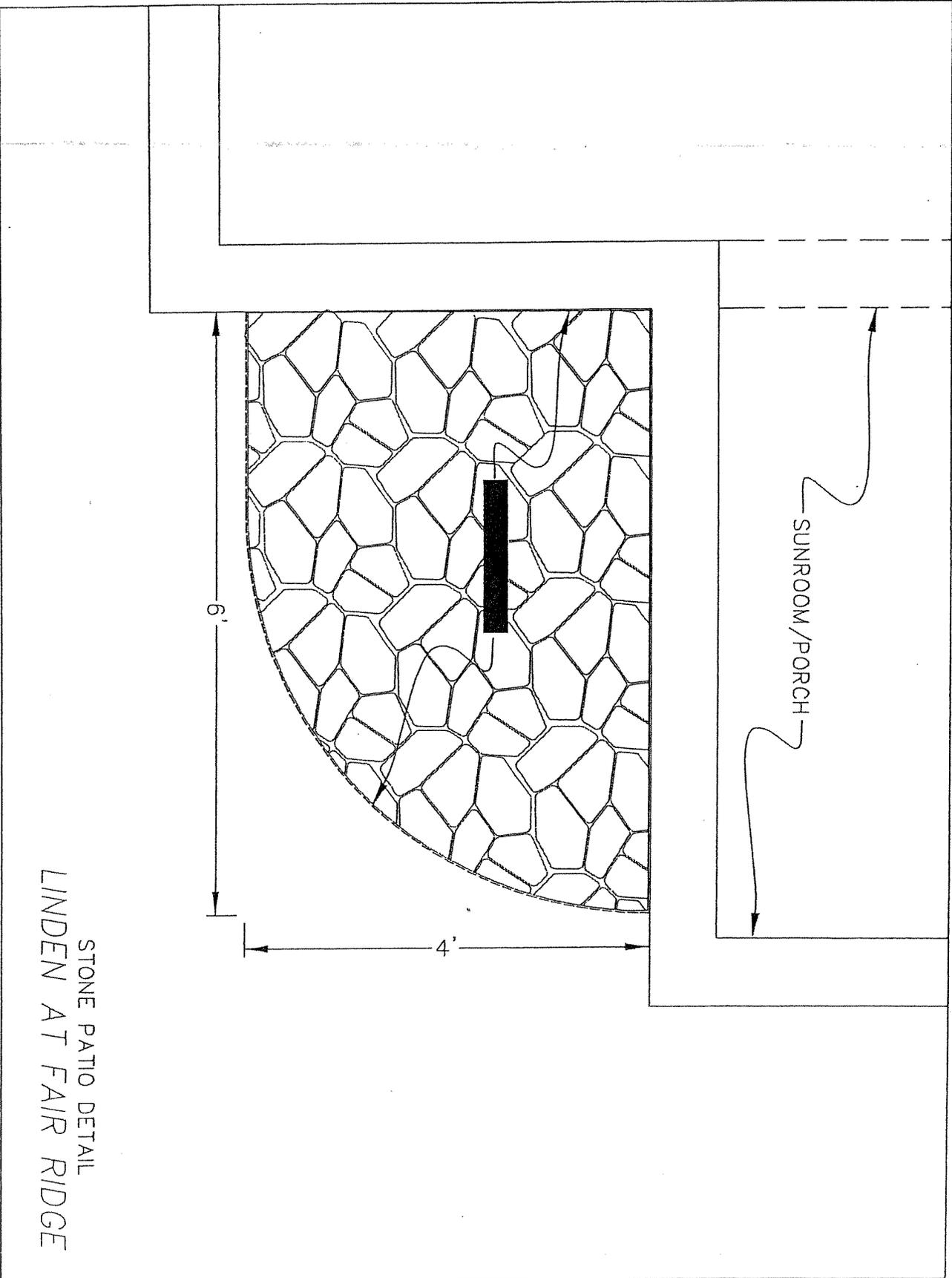
Nicholas J. Koteles

CERTIFICATE OF MAILING

I, Lynn Hubbard, hereby certify that a copy of the foregoing Policy Resolution No. 11, was mailed, postage prepaid, in accordance with the requirements of Article XI, Section 2 of the Bylaws to all Unit Owners of record on the 14th day of August, 2009.



Lynn Hubbard, Member At Large
Unit Owners Association Of
The Linden At Fair Ridge, A Condominium



STONE PATIO DETAIL
LINDEN AT FAIR RIDGE

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: **Policy**

DATE ADOPTED: **2010-10-12**

RESOLUTION NUMBER: **12**

BOOK OF RESOLUTIONS

RULES FOR LINDEN COMMITTEES

WHEREAS, Section 55-79.75 of the Virginia Condominium Act (the "Condominium Act") requires that " All meetings of the unit owners' association or the executive organ, including any subcommittee or other committee thereof, shall be open to all unit owners of record," and that "Minutes of the meetings of the executive organ shall be recorded and shall be available," and that "Notice of the time, date and place of each meeting of the executive organ or of any subcommittee or other committee thereof, and of each meeting of a subcommittee or other committee of the unit owners' association, shall be published where it is reasonably calculated to be available to a majority of the unit owners," and

WHEREAS, Article III, Section 2 of the Bylaws vests the Board of Directors ("Board") with all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association and further states that the Board may do all such acts and things as are not required by the Condominium Act or the Condominium Instruments to be exercised and done by the Association; and,

WHEREAS, Article IV, Section 4 of the Bylaws provides, in part, that the President has the power "to appoint committees from among the Unit Owners, subject to the confirmation of the Board of Directors, from time to time, as he may in his discretion decide is appropriate in the conduct of the affairs of the Condominium;" and,

WHEREAS, for the benefit and protection of the Association, and its members, the Board deems it necessary and desirable to establish a procedure establish and operate committees other than the Board to pursue Community prerogatives in an open, ordered, transparent, and reportable manner;

NOW THEREFORE, BE IT RESOLVED THAT the following procedures shall govern the administration of any committee established by the Board:

- 1. Committee Charter:** When establishing any committee, the President of the Board shall define the scope and authority of the committee, to include any delegated authorities and length of charter, subject to the approval of the Board. This information shall be recorded in the Board's meeting minutes. No committee shall have the authority to amend, suspend, or establish any Rules or Regulations for the Association. Committees,

however, shall have the authority to make recommendations to the Board regarding the Rules and Regulations.

2. **Committee Membership:** All committees will consist of Unit Owners to be appointed by the Board in an open meeting and recorded in the Board meeting minutes. In order to encourage participation to the maximum extent possible, any unit owner in good standing shall be eligible to serve as a member of any committee. Good standing shall be defined as current on their Linden assessments obligations and without any outstanding violations of the Condominium Instruments or Rules and Regulations. Upon affirmative vote of the Board of Directors, a committee member may be removed, with or without cause, from a committee.
3. **Committee Officers:** Committee officers shall consist, at a minimum, of a chair, vice-chair, and secretary. Officers shall be elected to their positions by majority vote of the committee at the first open meeting of the committee members, with terms not to exceed one year. Votes shall take place by voice vote or show of hands. The committee will vote to replace any officer in the event of vacancy. Responsibilities and authorities of the committee officers shall be similar to the responsibilities of Board officers with like titles (see sections 4-6 of Article IV of the Linden Bylaws). Officers shall have no additional authority beyond those expressly outlined within this resolution or granted in writing from the Board. Specifically, committee officer responsibilities shall be as follows:
 - a. *Committee Chair:* The committee chair shall preside at all meetings of the committee and have the authority to call a committee meeting consistent with the process outlined within this resolution (section 4).
 - b. *Committee Vice-Chair:* The committee vice-chair shall preside at any duly-called meeting of the committee when the chair is not present. If neither the committee chair nor vice-chair is able to act, the committee shall appoint some other committee member to act in the place of the chair, on an interim basis.
 - c. *Committee Secretary:* The committee secretary shall keep the minutes of all meetings of the committee and shall have charge of such books and papers as the committee may direct. They shall be responsible for presenting approved committee meeting minutes to the Board consistent with the process outlined within this resolution (section 6)
4. **Scheduling and Convening Committee Meetings:** Committee meetings shall be scheduled by the committee chair or by a quorum of committee members. Meetings shall only be canceled by a majority vote of the committee members. Regular scheduled committee meetings shall be publicized using reasonable means no less than five (5) days prior to the date of the meetings. Special meetings shall be publicized using reasonable

means on the same date that notice of the special meeting is provided to the committee members. A committee meeting shall not be called to order without a quorum of members, defined as a simple majority of committee members present at the meeting.

5. **Rules for Committee Meetings:** All committee meetings shall be governed by Robert's Rules of Order Newly Revised, current edition.
6. **Committee Meeting Minutes:** Committee meeting minutes must be recorded by the secretary and, after approval of the committee members at the earliest possible convenience, shall be presented to the Board at the Board's subsequent open Board meeting. Approved minutes shall also be made available to any unit owner who requests them and reasonable efforts shall be made to make them easily available by posting them to Linden's online communication resources.
7. **Conflict of Interest:** All committee members shall exercise their powers and duties in good faith and with a view to the interests of the Condominium and the Association. All committee members are subject to and shall act in accordance with the common and interested director provisions as provided in Section 2 of Article V of the Bylaws.
8. **Right to Attend:** Committee meetings will be open to all unit owners, regardless of their status as committee members. The Covenants Committee is the only committee that may enter closed executive session, and may only do so to hear and adjudicate individual violation hearings. Planning and policy meetings of the Covenants Committee may not be closed.

The Effective Date of this Resolution is Nov. 1, 2010.

YES NO ABSTAIN ABSENT

PRESIDENT: Nicholas J. Holden

VICE PRESIDENT: Robert [Signature]

TREASURER: Abigail Maronec

SECRETARY: [Signature]

AT LARGE: [Signature]

ATTEST

I, JENNIFER SORENSON, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 12 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 12th day of October, 2010.



LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: **Policy** DATE ADOPTED: **2010-10-12** RESOLUTION NUMBER: **13**

BOOK OF RESOLUTIONS

POLICY FOR PET RESTRICTION BOARD-APPROVED VARIANCES

WHEREAS, Article III, Section 2, 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 further states that the Board “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”; and

WHEREAS, Article XI, Section 1(h) of the Bylaws provides, in part, that only small orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one cat or dog weighing not in excess of thirty (30) pounds and one bird are permitted per unit; and

WHEREAS, Article XI, Section 1(h) of the Bylaws also provides that the board can provide written approval for a variance from said pet restrictions; and

WHEREAS, Article 2-512 of the Fairfax County Zoning Ordinance, the number of dogs permitted in any residential property less than 12,500 square feet shall not exceed two; and,

WHEREAS, the Board of Directors believes that it is the best interest of the Association to allow limited variance from the pet restrictions in the Bylaws and wishes to uniformly and fairly provide all owners with information regarding which variances may be granted upon written request from a Unit Owner in good standing with the Association.

NOW THEREFORE, BE IT RESOLVED THAT the following policy regarding the keeping of pets within the condominium properties:

1. In accordance with the Association bylaws, all pets must be registered with the Association’s managing Agent (i.e. management company).
2. Residents shall only keep small orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one (1) cat or one (1) dog weighing not in excess of thirty (30) pounds and one (1) bird per unit.
3. Variance may be granted as a (i) reasonable accommodation for a resident with a disability or (ii) for pets owned by residents as of the effective date of this resolution. Unit Owners may request a variance for themselves or on behalf of their tenant(s) only if:
 - a. Either
 - i. The animal is a “Service Animal” for a disability as defined under the federal regulations in effect as of the date the variance is requested; or

- ii. The Unit Owner or the tenant(s) possessed the pet prior to date of this resolution and listed the Linden at Fair Ridge condominium unit as their primary residence at the same time; and
 - b. The residents of the requesting unit possess no more than two (2) dogs in accordance with Fairfax County Zoning Ordinance; and
 - c. The owner of the Unit where the residents reside is in good standing in the community; and
 - d. If the variance request is on behalf of a renter, the effective date of the current lease precedes the effective date of this resolution.
4. All Unit Owners wishing to obtain a grandfathered variance must submit their initial written application within sixty (60) days of the publication of this resolution. Applications for variance must include:
 - a. A copy of the animal's current rabies vaccination certificate or for dogs, the current annual Fairfax County Dog registration, and
 - b. If the request is on behalf of a renter, must include a copy of the current lease.
5. Within thirty-five (35) days of receipt of variance application paperwork, the Board may approve the request for any Unit Owner in good standing with the Association.
6. Variances will be granted for no more than 365 days and must be re-submitted annually. All variances must include:
 - a. A copy of the animal's current rabies vaccination certificate or for dogs, the current annual Fairfax County Dog registration; and
 - b. A copy of the most recent approved variance letter.
7. **Variances will be renewed on an annual basis only until the Unit Owner or tenant moves or the pet named in the variance passes.** Applications for variance for pets obtained after the date of this resolution shall not be approved except for requests for Service Animals.
8. All restrictions as set forth in the Bylaws and County ordinances, such as prohibitions on any pets maintained for commercial purposes, pets being accompanied by a person who can control the pet and either carried or on a leash while on the Common Elements, and the removal of any pet creating a nuisance, etc., as outlined in the Bylaws, Article XI, Section 1(h), remain in full force regardless of the variances outlined above.
9. If these rules or the pet covenants as set forth in the Bylaws are violated, the Association reserves all of its legal and equitable remedies, including but not limited to, the removal of a pet and the assessment of monetary charges, as provided for in the Condominium Instruments, the Rules and Regulations and Virginia law.

The Effective Date of this Resolution is Nov. 1, 2010 and it supersedes and replaces prior pet resolutions.

YES NO ABSTAIN ABSENT

PRESIDENT: Nicholas J. Kotick

VICE PRESIDENT: Carol Pagan

TREASURER: Maiguel Ramirez

SECRETARY: Jef S

AT LARGE: Shoto Juana

ATTEST

I, JENNIFER SORENEON, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Policy Resolution No. 13 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 12th day of October, 2010.

Jef S

**THE UNIT OWNERS ASSOCIATION OF LINDEN AT FAIR RIDGE,
A CONDOMINIUM
POLICY RESOLUTION NO. 14
(Relating to Reasonable Accommodation and Modifications)**

WHEREAS, Article III, Section 2, 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 further states that the Board "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"; and

WHEREAS, the Association has certain obligations under the Fair Housing Act, the Virginia Fair Housing Laws. One of these is that the Association should make reasonable modifications of the common elements and/or reasonable accommodations in rules, policies, practices, or services, when such modifications and accommodations may be necessary to afford a person with a Handicap equal opportunity to use and enjoy their respective unit; and

WHEREAS, the Board believes it to be in the best interest of the Association to create certain procedures for residents or unit owners with disabilities of Linden at Fair Ridge, A Condominium, who believe that they a reasonable accommodation or modification, to communicate that request to the Board, and for the Board to evaluate, respond to, and implement such request.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the consideration of requests for modifications and accommodations are adopted.

1. Purpose: The Association has certain obligations under the Fair Housing Act and the Virginia Fair Housing Law and the Fairfax County Code. One of these is that the Association should make reasonable modifications of the common elements and/or accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a Handicap equal opportunity to use and enjoy their respective unit and the common elements. This policy establishes procedures as to how residents and unit owners should communicate requests for reasonable accommodations and reasonable modifications, and how the Board will evaluate, respond to, and implement such request on behalf of the Association.

2. Definitions:

A. Handicap – For the purpose of this policy, the Association will use the definition of "Handicap" in the federal regulations at 24 CFR § 100.201.

B. Handicapped Person – A Person with a Handicap means any person with a "Handicap" as that term is defined in the federal regulations at 24 CFR § 100.201.

C. Reasonable Modification – "Reasonable modification" means a structural change made to existing premises, occupied or to be occupied by a person with a Handicap, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas.

D. Reasonable Accommodation – "Reasonable accommodation" means modifying a rule, policy, practice, or procedure that is generally applicable to everyone so as to make its burden less onerous on the person with the Handicap. An accommodation is not reasonable if (1) it would require a fundamental alteration in the nature of a program, or (2) if it would impose undue financial or

administrative burdens on the Association. It is impossible to determine in advance what, if any, reasonable accommodation is required for any particular situation, since whether an accommodation is "reasonable" is determined by an examination of the facts of the particular circumstances.

3. Requests for Reasonable Modification and/or Accommodation:

A. Place: All requests for modification and/or accommodation must be made in writing, and delivered to the Association's Community Manager at the following address:

The Unit Owners Association of Linden at Fair Ridge, a Condominium
C/o Cardinal Management Group
3704 Golf Trail Lane
Fairfax, Virginia 22033
Attn: Community Manager
Telephone: (703) 591-1818

This is necessary to ensure that all requests are properly logged and considered. However, if you cannot submit it in writing, please contact the Community Manager about your request. Please do not give such requests to any other person (i.e., individual board members, etc.).

B. Contents: An accommodation request should include at least the following:

- (1) Name of requesting party.
- (2) Address (please also include telephone number where the resident or unit owner requesting the accommodation can be reached).
- (3) Does the resident or unit owner requesting the modification and/or accommodation own or lease the unit? If leased, please give the commencement and termination dates of the lease.
- (4) Information that verifies that you meet the definition of a Handicap as defined in the Federal Fair Housing laws and regulations and whether the Handicap is permanent or temporary.
- (5) Information that describes the needed modification and/or accommodation. Please describe the problem that the Handicap is causing with respect to a rule, policy, practice, or service of the Association. Please try to be specific as to what the problem is and accommodation is requested of the Association.
- (6) Information that shows the relationship between your Handicap and the need for the requested modification and/or accommodation.

If any further information is required regarding the Handicap or the requested modification and/or accommodation, the resident or unit owner requesting the modification and/or accommodation will be contacted.

C. Timing: Because of the probable need for action by the Board of Directors, requestors should allow sufficient lead time for proper evaluation and approval of the request.

4. Consideration of Requests:

A. Upon receipt of a request, the Community Manager will notify the requesting party that the request has been received, and that a response will be forthcoming as soon as possible.

B. If the requesting party is a tenant, and the tenant is requesting a change to the interior of a unit, the Community Manager will direct the requesting party to make the request directly to their landlord/unit owner. If the request is for something that approval by the Association is not required, the general manager will so notify the requesting party, and advise the requesting party to obtain the landlord/unit owner's approval (in which case it is solely a matter between the tenant and the unit owner). If the request is for something that approval by the Association is required, then the request will be processed as provided below.

C. The Community Manager will (1) make a record of receipt of the request, (2) review the request to make sure that the items described in Paragraph 3.B. above are included, and (3) provide a copy to the President. If there is an apparent legal issue about the Handicap or the nature of the requested modification and/or accommodation, or if otherwise directed by the President, the Community Manager will send a copy of the request to the Association's counsel for legal advice.

D. If any information required by Paragraph 3.B. is missing, or if any additional information or clarification is necessary, the Community Manager will so notify the requesting party. If it is not clear to the Association that the requesting party is, in fact, disabled, the requesting party will be required to submit additional documentation.

E. If any requested accommodation will require any expenditure of funds, the Community Manager will ascertain what will be required, and obtain prices for these requirements.

F. If any requested modification will require any expenditure of funds, the requesting resident or unit owner may be responsible for the costs incurred the modification if authorized.

G. The resident or unit owner will be provided with advanced notice of the date on which the Board intends to take up consideration of the request for an accommodation and/or modification and will be given the opportunity to address the Board regarding the need for the reasonable accommodation or modification.

I. The Community Manager will notify the requesting party as to the Board's decision. If the request is granted, the Community Manager will make all necessary arrangements for the implementation of the request. If the request is denied due to the nature of the requested accommodation, the Community Manager will offer the requesting party an opportunity for a dialogue as to how the Person's Handicap might otherwise be accommodated.

J. All residents and unit owners provided with a reasonable accommodation shall immediately notify the Association in the event that the unit owner or resident is no longer disabled or no longer needs the reasonable accommodation provided.

K. All residents and unit owners provided with a reasonable accommodation may be required to provide a statement and/or other evidence (state or government issued handicapped placard, e.g.) every six months demonstrating that the unit owner or the unit owner's tenant continues to be in need of the reasonable accommodation provided due to a Handicap. Failure to provide such statement or evidence when requested will result in a notice to the unit owner that the reasonable accommodation will

cease to be provided if such statement or evidence is not provided within thirty (30) days. If the Association is not otherwise able to confirm the continued Handicap and need for the reasonable accommodation at the conclusion of thirty (30) days after the notice, the Association will cease to provide the reasonable accommodation.

All previous policy resolutions relating to reasonable accommodation requests are superseded by this Policy Resolution as of its Effective Date, which is the 1 day of June, 2016.

**THE UNIT OWNERS ASSOCIATION OF
LINDEN AT FAIR RIDGE, A CONDOMINIUM**

By:


President Brian Mazanec

**THE UNIT OWNERS ASSOCIATION OF LINDEN AT FAIR RIDGE, A CONDOMINIUM
RESOLUTION ACTION RECORDED**

Resolution Type: Policy

No. 14

Pertaining to: Reasonable Accommodation and Modifications

Duly adopted at a meeting of the Board of Directors held: 28 March 2016

Motion by: Helein

Seconded by: Mazanec

VOTE:

YES NO ABSTAIN ABSENT

_____	X	_____	_____	_____
Sheila Freeman, Director				
_____	X	_____	_____	_____
Judy Helein, Director				
_____	X	_____	_____	_____
Brenda Lyons, Director				
_____	X	_____	_____	_____
Brian Mazanec, Director				
_____	X	_____	_____	_____
Mary Zemruski, Director				

ATTEST:

Judith V. Helein
Secretary

4/25/2016
Date

Resolution Effective: 1 June, 2016

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing Policy Resolution No. 14, was mailed, postage prepaid, to all Unit Owners of record at their address of record on the 28 day of April, 2016.

Brian Cramp
Brian Cramp, CMCA AMS Senior Portfolio Manager
Cardinal Management Group, Inc., Community Manager

**THE UNIT OWNERS ASSOCIATION OF LINDEN AT FAIR RIDGE,
A CONDOMINIUM
POLICY RESOLUTION NO. 15
(Relating to Property Damage Policies and Procedures)**

WHEREAS, Article III, Section 2, 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 further states that the Board “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”; and

WHEREAS, Article VI, Section 5 of the Bylaws, in part, identifies responsibilities of the Board of Directors and the responsibilities of the Unit Owners for maintenance and repair of the Condominium, provides that the Units, equipment, appliances and appurtenances be maintained in good order, condition and repair by the Unit Owners, and requires Unit Owners to promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible; and

WHEREAS, Article VI, Section 8(c) of the Bylaws provides, in part, that the Board of Directors may charge each Unit Owner for the expense of all maintenance, repair or replacement to the Common Elements, or to those parts of Units as to which the Unit Owners Association has the responsibility to maintain and repair, rendered necessary by his/her act, neglect or carelessness or the act, neglect or carelessness of any member of his/her family, or employees, agents, licensees or guests of lessees; and,

WHEREAS, Article VIII of the Bylaws delineates who is responsible for the damages to the Common Elements and the Units in certain situations and the procedures and repair and replacements; and,

WHEREAS, Article X, Section 1(b) of the Bylaws provides that the each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness or the act, neglect or carelessness of any member of his/her family or employees, agents, licensees, guests or lessees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors; and,

WHEREAS, the physical damage insurance policy for the Condominium allows a deductible from each insured loss; and

WHEREAS, the Board of Directors has determined that it is in the best interests of the Association to establish a policy and procedures for determining when the Association or the individual Unit Owner is financially responsible for the insurance deductible, and for repairs and replacements following property damage.

NOW, THEREFORE, the Board of Directors adopts the following resolution, which shall supersede any current regulations of record or previously adopted rules on the same subject matter:

1. Unit Owners shall report to the Managing Agent any damage, defect, or need for repairs, from appliance or equipment failures, water leaks, fire, or other casualty, within the Units or the Common Elements, regardless of the cause, within a reasonable time but not longer than three (3) business days. The term “Unit Owner” shall include a Unit Owner’s family members, employees, tenants, guests, agents, licensees or contractors.

2. Whenever there is damage to any portion of the Condominium reported to the Board of Directors or Managing Agent, the Managing Agent shall investigate whether the damage was caused by or resulted from (a) the act, neglect, carelessness, omission or accident of a Unit Owner; (b) the Unit Owner's failure to properly maintain or repair his or her Unit; (c) the unforeseen malfunction of equipment or fixtures which are the responsibility of the Unit Owner to maintain; or (d) the Unit Owner's failure to promptly report (within a reasonable time period) any defect or the need for repairs, which caused, resulted in or lead to additional damages.
3. If the Unit Owner(s) appears to be financially responsible for the damage for any of the reasons set forth in paragraph 2, the Managing Agent shall provide written notice to the affected Unit Owner and the Board of Directors. The Board of Directors shall schedule and conduct a hearing. A notice of the hearing shall be provided at least 14 days in advance of the date of hearing by certified mail, return receipt requested and first class mail in accordance with the notice provisions in Article XIII of the Bylaws. The notice shall also advise the Unit Owner that he/she/they have the right to have counsel, at the owner's expense, present at the hearing. At the hearing, the Board shall determine whether the Unit Owner(s) is responsible for the payment of the insurance deductible ("deductible") or for the expense of the repair of the damage if the amount of the damage is less than the amount of the deductible. The Board or the Managing Agent shall furnish the Unit Owner with a notice of the Board's decision within 7 days from the date of the hearing.
4. If the Managing Agent is unable to determine that the damage was caused by a Unit Owner as set forth in paragraph 2 but the Unit Owner would be responsible for the repair, maintenance or replacement of the damages including consequential damages as provided in the Bylaws, the Unit Owner directly benefitting from the insurance claim or repairs shall be financially responsible for the payment of the deductible or for the expense of the repair of the damage if the amount of the damage is less than the amount of the deductible.
5. If more than one Unit Owner benefits from the insurance claim or repairs, each Unit Owner benefitting shall be pro rata financially responsible for the payment of the deductible or for the expense of the repair of the damage if the amount of the damage is less than the amount of the deductible, in proportion to the benefit received by each Unit Owner.
6. If a casualty loss is caused by a condition originating within the Common Elements (including Limited Common Elements) and the Association is not absolved from responsibility for the loss under the Bylaws, the Association shall be responsible for the payment of the deductible or for the expense of the repair of the damage if the amount of the damage is less than the amount of the insurance deductible.
7. Upon a determination by the Managing Agent that the Owner of the Unit benefitting from the insurance claim or repairs is responsible for the cost of repairs not covered by the insurance proceeds received by the Association, the Managing Agent shall notify the Unit Owner in writing of the loss. The notice shall advise the Unit Owner that he or she is responsible for the payment to the Association of the amount deducted from the insurance or the expense of the repair of the damage if the amount of the damage is less than the amount of the deductible and of his or her right to appeal. The amount due shall constitute a charge against the Unit Owner.
8. In the event the Unit Owner wishes to appeal the Managing Agent's determination, the Unit Owner shall have a period of 15 days from the date of the notice to appeal the determination to the Board of Directors and/or request a hearing before the Board of Directors. The request for an appeal or hearing must be made in writing.

9. The Board of Directors shall schedule and conduct a hearing, if requested, and shall furnish the Unit Owner with a notice of its decision within 15 days from the date of the hearing, or if no hearing is requested, within 15 days after the next regularly scheduled meeting of the Board of Directors after receiving the appeal from the Managing Agent's decision.
10. The provisions of the Bylaws with respect to the payment of all assessments including the provisions for the recovery of costs, interest, and attorneys' fees shall be fully applicable to any assessment made pursuant to the provisions of this policy resolution.
11. All deductibles and other expenses arising from insurance claims for damage to the Condominium shall be allocated as set forth herein and the Bylaws, regardless of whether more than one claim arises from the same incident of damage.
12. Unit Owners are encouraged but not required to obtain separate insurance policies for their Units that conform to the requirements set forth in the Bylaws.

All previous policy resolutions relating to property damage policies and procedures are superseded by this Policy Resolution as of its Effective Date, which is the 1 day of JUNE, 2016.

**THE UNIT OWNERS ASSOCIATION OF
LINDEN AT FAIR RIDGE, A CONDOMINIUM**

By:


President Brian Mazanc

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Special

DATE ADOPTED: 09-09-14

RESOLUTION NUMBER: 1

BOOK OF RESOLUTIONS

TRASH DISPOSAL - REVISED

WHEREAS, Article XI Section 1 (m) states that "Refuse and bagged garbage shall be deposited in the area provided therefore"; and

WHEREAS, the Board of Directors, in their February 28, 1988, meeting approved activation of the "dumpsters" effective April 1, 1988; and

NOW THEREFORE, BE IT RESOLVED THAT:

Any Linden resident, guest, invitee, etc. placing refuse or bagged garbage in or on any portion of the common area other than the area provided, (the "Dumpsters") is deemed to be in violation of this Resolution and is subject to the Enforcement, Violation and Remedies Sections of Policy Resolution Number 1, adopted March 28, 1988, and

All refuse shall be deposited in containers intended for such purpose only at such times and in such manner as directed by the Board of Directors. Objects too large for the trash containers (e.g. mattresses, box springs, appliances, furniture, carpet, moving cartons, etc.) can be removed by arranging for special pickup through the Management Company. The Management Company will advise the Unit Owner/Renter when pick up has been scheduled and where the large objects or special pick up items are to be placed while awaiting disposal. Or you can dispose the item(s) at the Fairfax County I-66 Transfer Station Complex, located at 4618 West Ox Road, Fairfax, VA. Violators will be subject to a fine of \$50 per item not disposed of in accordance with this policy.

YES NO ABSTAIN ABSENT

_____	_____	_____	_____ ✓
_____ ✓	_____	_____	_____
_____ ✓	_____	_____	_____
_____ ✓	_____	_____	_____
_____ ✓	_____	_____	_____

PRESIDENT: Arizans Moran

VICE PRESIDENT: George Lopez

TREASURER: John Flynn

SECRETARY: William J. Kokales

AT LARGE: Lynne Dush

ATTEST.

I, Nicholas J. Kovales, Secretary of the Unit Owners Association of the Linden At Fair Ridge, A Condominium hereby attest that the foregoing Special Resolution No. 1 was duly adopted by the Board of Directors at a meeting of the Board of Directors on the 14TH day of September, 2009.

Nicholas J. Kovales

CERTIFICATE OF MAILING

I, Shirley, hereby certify that a copy of the foregoing Special Resolution No. 1, was mailed, postage prepaid, in accordance with the requirements of Article XI, Section 2 of the Bylaws to all Unit Owners of record on the _____ day of _____ 2009.

Project Manager, Cardinal Management Company
On Behalf of the Unit Owners Association of
The Linden At Fair Ridge, A Condominium

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Special

DATE ADOPTED: 88-11-12

RESOLUTION NUMBER: 2

BOOK OF RESOLUTIONS

MAINTENANCE RESPONSIBILITIES

WHEREAS, the Virginia Condominium Act, Article 55-79-.79 and the Bylaws of the Linden Condominium Unit Owners Association, Article VI, Section 5, specify the maintenance responsibility of the various components of the individual units, and

WHEREAS, Article IV of the Declaration of the Linden At Fair Ridge, A Condominium, as amended, defines the unit boundaries, and

WHEREAS, it is essential to clarify and further define the maintenance responsibilities in accordance with Article VI, Section 5 (c) of the Bylaws of The Linden Condominium Unit Owners Association,

NOW THEREFORE, BE IT RESOLVED THAT maintenance responsibilities are hereby divided into the following categories:

- (1) COMMON ELEMENT (CE) - Areas for which the Association is responsible in all regards for maintenance, repair, renovation, restoration and replacement.
- (2) UNIT ELEMENT - HOMEOWNER (UE-H) - Unit elements for which the homeowner is responsible in all regards for maintenance, repair, renovation and replacement.
- (3) UNIT ELEMENT - ASSOCIATION (UE-A) - Unit elements for which the Association is responsible in all regards for maintenance, repair and replacement.
- (4) LIMITED COMMON ELEMENT - HOMEOWNER (LCE-H) - Areas for which the homeowner is responsible for the structural maintenance, repair and replacement.
- (5) LIMITED COMMON ELEMENT - ASSOCIATION (LCE-A) - Areas for which the Association is responsible for structural maintenance, repair and replacement.

AND BE IT FURTHER RESOLVED THAT the chart attached hereto as Appendix I of this Resolution identifies the specific maintenance responsibilities for each category and clarifies Exhibit A of the Bylaws.

LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION

TYPE: Special

DATE ADOPTED: 91-03-25

RESOLUTION NO. 3

BOOK OF RESOLUTIONS

Firewood Storage

WHEREAS, Article III, Section 2, 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 further states that the Board "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, and

WHEREAS, Article III, Section 2 of the Bylaws also empowers the Board of Directors to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium, and

WHEREAS, Article XI, Section 1(d) restricts storage on the common elements.

Now therefore, be it resolved that the Board of Directors has recognized a need to permit firewood storage for units without ground level porches. For this reason the following firewood storage policy shall be adopted:

Units with Ground Level Porches:

1. Firewood may be stored on these porches but not elsewhere.
2. Firewood must not be stacked higher than the porch rail top crossmember - approximately four feet.
3. All owners are responsible for any damage to the common element caused by them, their tenant(s) or guest(s).
4. If firewood is covered it must be done neatly and the cover should be secure so that it does not blow in the wind and is kept within the confines of the porch.

Units without Ground Level Porches:

1. Firewood storage will be permitted on the front entryway slab each winter season during the period of October 1st through April 30th.
2. Firewood must be stored on the outside of the slab away from the building.
3. All owners are responsible for any damage to the common element caused by them, their tenant(s) or guest(s).
4. Firewood may be covered with clear plastic only. If covered, the cover must be secured so that it does not blow in the wind and is kept within the confines of the entryway concrete slab.
5. Firewood stacks may be no higher than four feet nor wider than 20 inches (1 log length).

Violations of the provisions of this resolution by unit owners, tenant(s) or guest(s) will subject the unit owner to remedial or legal action pursuant to provisions of the condominium documents.

YES	NO	ABSTAIN	ABSENT	
<u> X </u>	<u> </u>	<u> </u>	<u> </u>	President: Dave Bailey
<u> X </u>	<u> </u>	<u> </u>	<u> </u>	Vice President: Sheila Freeman
<u> X </u>	<u> </u>	<u> </u>	<u> </u>	Secretary: Anna Miller
<u> X </u>	<u> </u>	<u> </u>	<u> </u>	Treasurer: Ron Kipke
<u> X </u>	<u> </u>	<u> </u>	<u> </u>	Member At Large: Ivana Terango

Attest: Anna Miller
Secretary

Adopted at a: Regular Board Meeting

Date: March 25, 1991

LINDEN AT FAIR RIDGE CONDOMINIUM UNIT OWNER ASSOCIATION

TYPE: Special

DATE ADOPTED: 12/1/93

RESOLUTION NUMBER: 4

BOOK OF RESOLUTIONS

Christmas Decorations

WHEREAS, Article III, Section 2, 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 further states that the Board "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 units owners, association"; and

WHEREAS, Article III, Section 2 of the Bylaws also empowers the Board of Directors to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; and

WHEREAS, as specified by the Bylaws, a quorum of the Unit Owners of the Association held a Special Meeting on January 25, 1993, with the purpose of discussion of Linden Condominium Unit Owners Association Bylaws, Article III, Section 7, Additions, Alterations or Improvements by Unit Owners and Linden Condominium Unit Owners Association Book of Resolutions, Policy Resolution Number 5, Rules and Regulations as adopted April 24, 1989; and

WHEREAS, the 25 Unit Owners of the Association in attendance at the Special Meeting on January 25, 1993 unanimously voted that the Association should allow limited Christmas decorations and that the Board of Directors establish reasonable rules and regulations for said decorations.

WHEREAS, the Board of Directors has determined and is satisfied that it is in the best interest of the Association for the Board of Directors to permit the limited display of Christmas decorations within the Condominium, subject to the regulations set forth below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. Christmas decorations, as defined below, will be permitted during the period of December 1st through the following January 1st.
2. Christmas wreaths will be permitted to be hung on the Unit's door, utilizing the "over the door" type hangers. The exterior of the door may not be changed or damaged by the use of nails, screws, adhesive hooks, etc.
3. Christmas lights will be permitted to be hung on the interior of the Unit's windows and doors, providing that the lights be continuously lit (not be blinking, flashing, flickering, etc.) and that the lights be turned off at 11:00 pm.
4. Christmas decorations, in good taste, without lights, may be permitted on the interior of a Unit's windows and doors, WITHOUT PRIOR WRITTEN PERMISSION from the Board of Directors.

5. Christmas lights ARE NOT permitted on common ground trees and shrubs outside the owner's Unit.
6. In no case shall a Unit Owner, their families, tenant(s), or guest(s), install lights, wreaths, decorations, or other items on common element property WITHOUT PRIOR WRITTEN PERMISSION from the Board of Directors.

Violations of the provisions of this resolution by Unit Owners, their families, tenant(s) or guest(s) will subject the Unit Owner to remedial or legal action pursuant to provisions of the condominium documents.

YES NO ABSTAIN ABSENT

✓ _____ _____ _____

✓ _____ _____ _____

✓ _____ _____ _____

✓ _____ _____ _____

✓ _____ _____ _____

ATTEST: Anna Miller
Secretary

DATE: December 1, 1995

PRESIDENT: Scaree Dick

VICE PRESIDENT: JM

TREASURER: William Smith

SECRETARY
AT LARGE: Anna Miller

AT LARGE: David Bailey

ADOPTED AT A
BOARD MEETING: Regular
(Regular or Special)

LINDEN AT FAIR RIDGE CONDOMINIUM UNIT OWNERS ASSOCIATION

ADMINISTRATIVE RESOLUTION

Procedures for Receiving and Reviewing Complaints

WHEREAS, Article III, Section 2 of the Bylaws of Linden at Fair Ridge Condominium Unit Owners Association, ("Association") states 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 may do all such acts and things as are not required by the Condominium Act, the Declaration or by these By-laws required to be exercised and done by the Unit Owners Association;" and

WHEREAS, in the exercise of the said authority, the Board of Directors intends to hereby establish policies and procedures for receiving, considering and resolving complaints about actions, inactions or decisions by the Association, the Association Board of Directors or the Association's Managing Agent consistent with requirements of 18 VAC 48-70-30.

NOW, THEREFORE, BE IT RESOLVED THAT, in accordance with the requirements of 18 VAC 48-70-30, the Board adopts the following complaint policies and procedures.

A. All complaints shall be in writing on the Complaint Form attached hereto as **Exhibit "A,"** the instructions on which are incorporated into and made a part of these complaint policies and procedures and shall be submitted to Horizon Community Services, the Association's Managing Agent at P.O. Box 2070, Purcellville, Virginia 20134, Attention: Community Manager ("the Managing Agent").

B. The Managing Agent shall hand deliver a written acknowledgement of receipt of each properly completed and submitted Complaint Form to the complainant at the time of receipt or by certified or registered mail not later than seven (7) days of receipt of the Complaint Form.

C. Promptly upon receipt, the Managing Agent shall review each Complaint Form and attachments received to determine if they contain sufficient information to evaluate and act upon the complaint. In the event that the Complaint Form, together with any attached documents, is insufficient to evaluate and act upon, the Managing Agent shall request of the complainant, within seven (7) days of receipt of the Complaint Form, such additional information or documentation as is necessary in order to do so.

D. If the complainant fails to provide such additional requested information or documentation within fifteen (15) days of the Managing Agent's request, the Board of Directors, in its sole discretion, may either address the complaint on the basis of the available information or consider the complaint resolved and the complaint process shall be closed. In the event the complaint is deemed resolved under the provisions of this paragraph, the Managing Agent shall mail to the complainant by certified mail within seven (7) days of the Board's decision notice of that decision and that the complaint process with respect to the complaint has been closed.

E. When the Complaint Form, together with any attached documents and any requested additional information is complete and provides sufficient information to process the complaint, the complaint shall be considered by the Board of Directors at the next regular or special meeting that is convened at least two (2) weeks thereafter. Written notice of the time, date and location of the Board meeting at which the complaint will be considered shall be provided to the complainant by hand delivery, certified mail or electronic means, provided the Managing Agent retains sufficient proof of electronic delivery within a reasonable period of time prior to the Board meeting.

F. The Board of Directors shall dispose of the complaint by taking such action as the Board deems appropriate to grant the relief sought, including without limitation issuing sanctions, modifying practices or dismissing the complaint. Within seven (7) days after the Board of Directors makes a final determination with respect to the disposition of the complaint, the Managing Agent shall provide written notice of the final determination to the complainant by hand delivery, certified mail or electronic means, provided the Managing Agent retains sufficient proof of electronic delivery.

G. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable association governing documents, laws or regulations that led to the final determination and shall include the registration number of the Association and the license number of the common interest community manager. The notice of final determination shall include a statement that the complainant has the right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Ombudsman and that the Ombudsman may be contacted at (804) 367-2941 or cicombudsman@dpor.virginia.gov.

H. The Managing Agent shall maintain a record of each complaint received and the disposition of the same for one (1) year from and after the date of issuance of the notice of final determination.

I. The policies and procedures set forth in this Resolution shall apply to all complaints received after the date of adoption hereof.

This Administrative Resolution was duly adopted by the Board of Directors at a duly called meeting of the Board of Directors on this 19th day of September, 2012.

YES	NO	ABSTAIN	ABSENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PRESIDENT: [Signature]

VICE PRESIDENT: SHEILA FREEMAN

TREASURER: Ahajiit Maram

SECRETARY: Micholas J. Mokales

AT LARGE: Judith V. Helein

**LINDEN AT FAIR RIDGE CONDOMINIUM
UNIT OWNERS ASSOCIATION**

By: [Signature]
President

By: Micholas J. Mokales
Secretary

EXHIBIT "A"
LINDEN AT FAIR RIDGE CONDOMINIUM UNIT OWNERS ASSOCIATION
c/o Horizon Community Services
Attention: Community Manager
P.O. Box 2070, Purcellville, Virginia 20134
(540) 751-1888

ASSOCIATION COMPLAINT FORM

INSTRUCTIONS

This complaint form is for use by persons who wish to file written complaints with the **LINDEN AT FAIR RIDGE CONDOMINIUM ASSOCIATION** ("Association") regarding the action, inaction or decision by the Association, its Board of Directors or Managing Agent believed to be inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Please attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

COMPLAINT

Printed Name	Signature	Date
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Mailing Address	Unit Address	E-mail Address
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		Phone Number
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Contact Preferences: Phone E-mail Other

If, after the Association's consideration and review of the complaint, the Board of Directors issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within thirty (30) days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
804/367-2941 - CICombudsman@dpor.virginia.gov

For Association Use Only: Received by: _____ Date: _____

**LINDEN CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 1**

***PUBLICATION AND DISSEMINATION OF ASSOCIATION RULES, REGULATIONS, AND
INFORMATION***

WHEREAS, Article III, Section 2 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 further states that the Board of Directors "may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised or done by the Unit Owners Association"; and

WHEREAS, Article III, Section 2(f) of the Bylaws empowers the Board of Directors to "make and amend the Rules and Regulations"; and

WHEREAS, Sections 55-513 of the Virginia Property Owners' Association Act provides that rules and regulations of the Association shall be reasonably published and distributed to Unit Owners; and

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt a formal policy to establishing how the Association may cost-effectively disseminate Rules, Regulations and other information to the Unit Owners in such a manner which complies with the terms of the Association's Governing Documents and applicable Virginia law.

NOW THEREFORE, BE IT RESOLVED THAT:

I. PURPOSE & SCOPE

- a. The intent of this Resolution is to afford the Association with a cost-effective and simple manner of advising Unit Owners of newly adopted Rules and Regulations, as well as any other type of information which the Board may deem appropriate from time to time.
- b. The rules of publication and distribution described herein may relate to the following types of documentation:
 - a. Policy Resolutions; and
 - b. Administrative Resolutions; and
 - c. Any other Rules or Regulations duly adopted by the Association; and
 - d. Annual Budgets; and
 - e. Audits; and
 - f. Committee and Board Meeting Minutes and Reports; and
 - g. Any other documentation and/or information which the Board of Directors deems appropriate and the publication and distribution of which in accordance with this Resolution does not conflict with applicable Virginia law and the Association's Project Documents.
- c. Notice of Board, membership or Committee meetings shall not be made exclusively via the terms of this Resolution, but shall be made in accordance with applicable Virginia law and the Association's Governing Documents.

II. PROCEDURES FOR DISTRIBUTION AND PUBLICATION

- a. Within thirty days of adoption and/or approval of the items referenced in Section I(b) of this Resolution, the Association shall distribute a written notice to Unit Owners summarizing the details of the item at issue, and providing Unit Owners with the website where the full body text of that item may be viewed and printed at no cost to the Unit Owners. The notice shall also advise Unit Owners that such items are also available for inspection at the Association's management office, during normal business hours and upon advance notice to and coordination with the Association's management agent, at no charge to the Unit Owners. Finally, the notice shall also indicate that one (1) hard copy of each item per person may be requested for pick-up or mailing, provided advance payment of the actual copy and mailing costs is remitted by the requesting member.
- b. The above-referenced written notice may take the form of a post card, door hanger or other brief mailing, delivered to Unit Owners either first class standard U.S. mail or hand-delivery.

The Board may choose to deviate from the terms of this Resolution at any time for good cause, provided such is done in accordance with the applicable requirements of Virginia law, including the requirement that the Association reasonably publish and or distribute newly adopted Rules and Regulations to all Unit Owners.

All previous administrative resolutions relating to publication and dissemination of Association information are superseded by this Administrative Resolution as of its Effective Date, which is the 1 day of June, 2016.

**THE UNIT OWNERS ASSOCIATION OF
LINDEN AT FAIR RIDGE, A CONDOMINIUM**

By:


President Brian Mazanec

**THE UNIT OWNERS ASSOCIATION OF LINDEN AT FAIR RIDGE, A CONDOMINIUM
RESOLUTION ACTION RECORDED**

Resolution Type: Administrative

No. 1

Pertaining to: PUBLICATION AND DISSEMINATION OF ASSOCIATION RULES, REGULATIONS,
AND INFORMATION

Duly adopted at a meeting of the Board of Directors held: 28 March 2016

Motion by: Helein Seconded by: Mazanec

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
_____ Sheila Freeman, Director	X			
_____ Judy Helein, Director	X			
_____ Brenda Lyons, Director	X			
_____ Brian Mazanec, Director	X			
_____ Mary Zemruski, Director	X			

ATTEST:

Judith V. Helein
Secretary

4/25/2016
Date

Resolution Effective: 1 June, 2016

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing Policy Resolution No. 9 was mailed, postage prepaid, to all Unit Owners of record at their address of record on the 29 day of April, 2016.

Brian Cramp
Brian Cramp, CMCA AMS, Senior Portfolio Manager
Cardinal Management Group, Inc., Community Manager