

Fairlington Mews
Condominium Association
Handbook

March 2014

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1. INTRODUCTION

A. Welcome

You can find the Mews online:

- Mews Website: www.fairlingtonmews.org
- Facebook: <https://www.facebook.com/FairlingtonMews>

Fairlington Mews is one of seven separately governed condominiums in the Fairlington community. It is comprised of 277 residential townhouse and apartment units on 11.5 acres. Each of the units is privately owned, but the buildings and grounds are held in common. The property includes a swimming pool, a double tennis court, a sport court which includes a basketball hoop and tennis court, and a children's play area.

An elected Board of Directors determines condominium policies. The Board hires a company to manage day-to-day affairs. The company designates a property manager to oversee the community. The condominium provides a variety of services, including water and sewer, trash collection, lawn care and maintenance of the exterior of the buildings. Co-owners are not permitted to make structural alterations to their unit interiors, such as walls, floors or ceilings without a written variance from the Board. The governing documents of the condominium, which are part of the material given to co-owners at settlement, are the Master Deed and Bylaws. Co-owners should read them to learn their rights and responsibilities.

A condominium works best when co-owners actively participate in its affairs. At a minimum, co-owners should attend the annual meeting held in June. Co-owners vote on the next Fiscal Year's operating budget and new Board members are elected. Co-owners are welcome to attend the monthly Board meetings and are encouraged to join one of the several working committees that advise the Board. The Board periodically produces a newsletter, Mews News, containing items of community interest, the dates of upcoming meetings and the names and telephone numbers of Board members, committee chairs, court reps and the community manager. The newsletter is distributed to all residents as well as non-resident owners who request a copy in writing to the Management. The newsletter is also available at the Fairlington Mews website: www.fairlingtonmews.org.

B. Fairlington History

On the eve of America's entry into World War II, President Roosevelt called in Houston architect Kenneth Franzheim to design housing for the wartime executives who would soon be working in and around Washington. Franzheim was given his pick of skilled workers, and he had first crack at scarce building materials. He also had the money to do a first-rate job. Average cost per unit came to \$10,300.

On a 340-acre site in Arlington, Franzheim created a rental project that, at 10 units per acre, avoided most of the sins of wartime emergency housing. Instead of designing a grid, he clustered units in varied patterns. Predominant is a square U cluster enclosing a courtyard. There are also long rows of units with varied roof lines and entrance ways, alternating with short rows often set at angles to the longer rows. Between the clusters are expanses of lawn and scattered trees.

In 1947 the government sold the project to two Texas businessmen, Leo Corrigan and Leland Fikes. Under their management Fairlington became the first stopping place for many newly appointed or elected government officials.

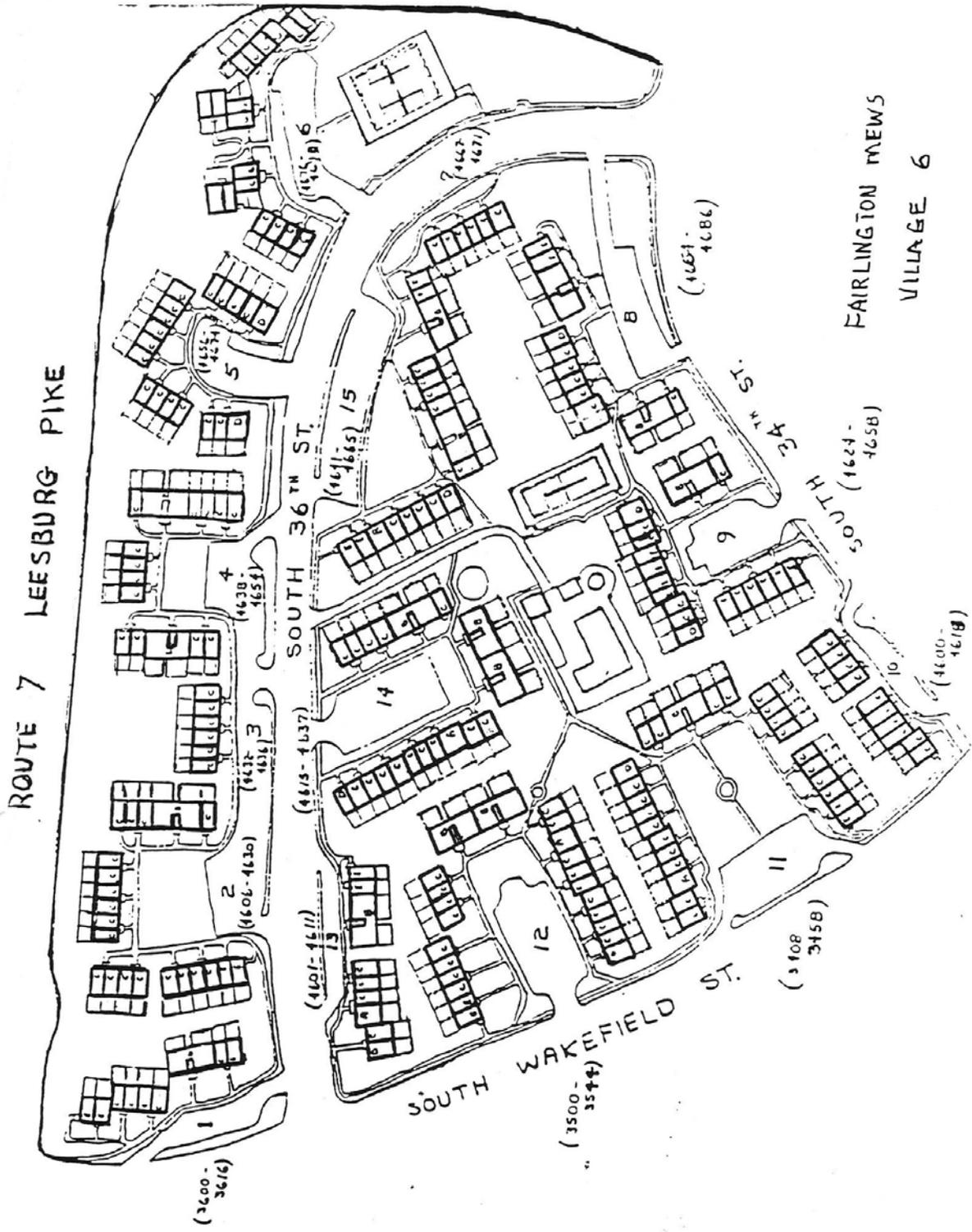
In 1959 Corrigan and Fikes decided to dissolve their partnership. They drew up a contract stating that one partner would get the stock controlling the project – worth more than \$15 million -- and the other would get all cash in the till -- about \$4 million. A coin flip would decide which partner got which.

Fikes won the toss and the stock, and named one of his executives, Walter J. Hodges, to be the general manager. Hodges continued the policy of fostering community spirit among the tenants by providing money for activities such as baseball and football teams, arts and crafts shows, holiday parades, an amateur theatrical group and a newspaper.

Fikes died in 1966, and two years later his estate sold Fairlington to Hartford Fire Insurance Company. Hodges and another former Fikes executive, J.D. Lee, became minority stockholders.

In 1972 Hartford sold the two projects for about \$59 million to Chicago Bridge and Iron Corporation, an international builder of heavy engineering structures. Hodges and Lee became minority stockholders and officers of a new entity, CBI-Fairmac Corporation. Hodges, its president, and Lee, the executive vice president and treasurer, began work to convert Fairlington into seven condominium villages. Walter Hodges died in 1978, just as the rehabilitation of Fairlington was completed.

C. Map

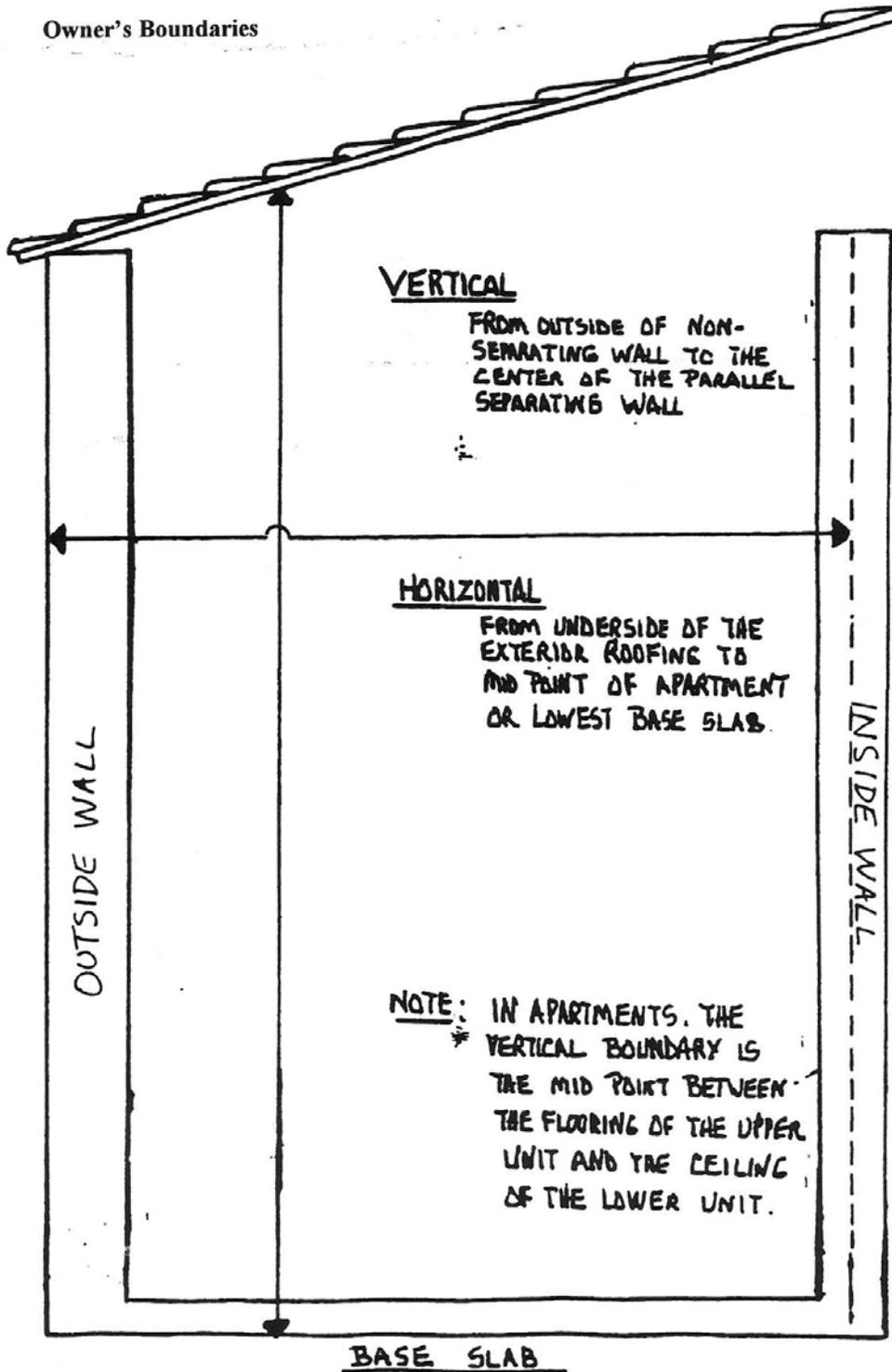


D. Unit Descriptions

Model	Floors	Bedrooms	Baths	Sq. Ft.	1 st Level	2 nd Level	Lower Level	Number of Units	% of ownership
Arlington	3	3 & Den	3	2145	LR, D, K, BR, Bath	(2)BR, Bath	Den, Bath, Rec, Lndry	5 Inside	.5023
Barcroft (Lower Unit)	2	1 & Den	2	1490	LR, D, K, BR, Bath	n/a	Den, Bath, Rec, Lndry	10 End 22 Inside	.3521 .3448
Bradford (Upper Unit)	1 + Loft	1	1	1009	LR, D, K, BR, Lndry, Bath	Loft	n/a	10 End 22 Inside	.2855 .2783
Clarendon	3	2 & Den	2	1500	LR, D, K	(2) BR, Bath	Den, Bath, Rec, Lndry	47 End 110 Inside	.3759 .3687
Dominion	3	3 & Den	2	1830	LR, D, K	(3)BR, Bath	Den, Bath, Rec, Lndry	13 End	.4590
Edgewood	3	1 & Den	2	1400	LR, D, K	BR, Bath	Den, Bath, Rec, Lndry	12 End 16 Inside	.3651 .3577
Essex (Ct 6 only)	2	1	1	910	LR, D, K, Lndry	BR, Bath	n/a	2 End 2 Inside	.3145 .3072
Fairfax (Ct 6 only)	1	2	1	1020	LR, D, K, (2)BR, Lndry, Bath	n/a	n/a	2 Inside	.2892
Georgetown (Ct 6 only)	2	2	1	1000	LR, D, K, Lndry	Bath, (2)BR	n/a	4 End	.3217

E. Owner's Boundaries

E. Owner's Boundaries



2. ORGANIZATION

Fairlington Mews is the South Fairlington condominium bordered by 34th, Wakefield and King streets, also identified as Village 6. The association is composed of all unit owners (co-owners) within the condominium, non-resident as well as resident.

- Court 1 - 3600 to 3616 South Wakefield Street
- Court 2 - 4606 to 4630 36th Street South
- Court 3 - 4632A to 4636B 36th Street South
- Court 4 - 4638A to 4654B 36th Street South
- Court 5 - 4656A to 4674 36th Street South
- Court 6 - 4676A to 4698 36th Street South
- Court 7 - 4667A to 4671B 36th Street South
- Court 8 - 4664 to 4686 34th Street South
- Court 9 - 4624 to 4658 34th Street South
- Court 10 - 4600 to 4618 34th Street South
- Court 11 - 3409 to 3458 South Wakefield Street
- Court 12 - 3500 to 3544 South Wakefield Street
- Court 13 - 460 1 A to 4611 South Wakefield Street
- Court 14 - 4615 to 4637B 36th Street South
- Court 15 - 4641 to 4665 36th Street South

A. Council of Co-Owners

All co-owners comprise the Council of Co-Owners. Co-owners are responsible for the interior of their residences. The Council has an undivided interest in all common areas buildings, lawns, parking lots, and recreational facilities -- and has the ultimate responsibility for administering Mews business, approving the annual budget, setting the monthly assessments, and reviewing the management policies of the Board of Directors.

B. Board of Directors

A Board of Directors composed of five co-owners governs the Mews. Directors are elected to staggered terms at a meeting of co-owners each June. The Board enforces the Mews By-laws, authorizes expenditures, sets condominium fees, and hires management agents and maintenance contractors. The Board of Directors meet monthly and all meetings are open to co-owners.

The Board hires a professional management company to perform administrative functions. The company designates a community manager who supervises the contractors and responds to co-owner queries.

C. Committees of the Board

The Board from time to time establishes committees to advise it and help formulate and enforce Mews policies. Because much of the self-governance of the Mews takes place in committees, volunteers are needed to staff them. The more people become involved, the greater the likelihood that decisions reflect the desires of co-owners.

If you wish to devote some time to this worthwhile effort, contact a Board member or the appropriate committee chair listed in the Mews News. The Mews has Landscape, Finance, and Recreation committees. Other committees are added as needed.

D. Annual Meetings

The Council meets once a year, in June, to carry out its responsibilities under the Bylaws. The Council elects members of the Board, votes on the next fiscal year's budget, including assessment fees, and considers other business as necessary.

3. FISCAL POLICY

A. Budget

The Board presents a budget proposal to the co-owners that is voted on at the Annual Meeting. The fiscal year runs from August 1 to July 31. The budget includes operating income and expenses as well as reserve funds.

B. Reserves

In compliance with the VA Condominium Act, the Mews conducts a Reserves Study at least once every five years. This study, which is reviewed annually, determines the necessity and amount of reserves required to repair, replace and restore the capital components (i.e. those for which the association has the obligation for repair, replacement, or restoration).

The Mews maintains two types of reserve accounts:

The **General Operating Reserve** is intended to ensure stability during periods of special stress and is to be funded at a minimum of three percent of annual assessment revenues. It need not be funded in excess of 25 percent of annual assessments.

Replacement Reserves are used for major capital expenses, those which occur infrequently or over a multi-year period. The Mews has four categories of reserve components:

- **Exterior Building Elements** – including, but not limited to doors, common entrances, gutters, downspouts, paint finishes, roofs, shutters, and walls
- **Interior Building Elements** – including, but not limited to floor coverings and paint finishes

- **Property Elements** – including, but not limited to, asphalt pavement, concrete, fences, light poles, and signage
- **Recreation Elements** – including, but not limited to, pool deck/furniture/rest rooms, fences, furniture, and playground equipment

A surplus or deficit in funds may be reflected in General Operating and/or Replacement Reserves.

C. Condominium Fees

The major source of Mews income is the monthly fee paid by each co-owner. These fees are due on the first day of each month. A \$3 late penalty is charged if the fee has not been received by the 10th of the month. Questions concerning the fees should be directed to the community manager.

D. Insurance

The master insurance policy is comprehensive, providing wide-ranging coverage on the overall properties, including common property, and the various forms of liability. The master policy also covers some property elements within each unit, such as original fixtures, hardwood flooring, built-in cabinets and appliances. Additions or alterations within a unit, such as replacement of appliances, wall coverings, cabinetry, flooring or rugs, owner-installed lighting or window effects, or storm windows or doors, are individual co-owner or occupant responsibility. These items should be specifically endorsed or added to the individual's unit property and liability insurance.

The co-owner of a unit sustaining loss or damage to common elements shall be liable for any amount deducted by the insurance carrier from its payment made under the master policy. The community manager, subject to Board review, shall determine liability for a loss. If a loss results from the negligence of the Council or its agents, the deductible portion shall be treated as a common expense. If the community manager is unable to determine the cause of the loss, the cost of the excess damage and deductible shall be divided in equal shares between the affected co-owner(s) and the Council.

Resident co-owner's insurance should, at a minimum, include contents or real property coverage (for furniture, clothing, and personal effects) and liability coverage. A Condominium Unit Owners policy, commonly called the HO-6 Policy, is the most applicable form of coverage, as it contains all necessary and flexible elements of coverage. It is recommended that contents be covered with a so-called replacement value concept, which eliminates the often troublesome factor of used or depreciated value when claims for losses are adjusted. Coverage for theft may also be included, as well as specific scheduling or listing of special value items (such as jewelry, collectibles, cameras, china and silver). The premises liability aspect of this HO-6 policy should be discussed with your insurance agent to ascertain property limits applicable to your personal needs.

Non-resident co-owners have special insurance needs that deserve consultation with an insurance agent familiar with commercial and investment property underwriting. It should be noted that the HO-6 policy is not designated for use in this situation. More flexible and applicable coverage such as liability and rental income loss should be taken into consideration when obtaining a specific policy. Also note that co-owners insurance normally will not protect the interest of a tenant, it is recommended that a lease requires that the tenant obtain insurance as noted below for non-owning residents. This is most helpful to the community when a problem occurs in a tenant-occupied unit that, but for the tenant, would be covered by unit/owner/resident insurance.

Non-owning resident (tenants) should use a specific type of insurance policy for their needs, commonly called the H04 or renters policy. It provides many of the same property and liability coverage as for any homeowner, but it specifically covers the property and liability interests of the tenant.

All insurance plans for Fairlington Mews are underwritten by reputable A+ insurance companies through an insurance agent.

E. Auditor

An independent auditor annually examines the Mews books and reports to the Board.

4. RECREATION

A. I.D. Cards

I.D. cards are designed to ensure that tennis and pool facilities are used only by residents and guests. Once an I.D. card has been issued, it is permanent. An application form must be completed for any new residents. There is a cost to the co-owner for a replacement I.D. card but new residents get them for free.

Co-Owners are entitled to one I.D. card for each person at least 12 years of age permanently residing in the unit. Single residents may receive a second card so they may reserve a tennis court while using the pool. Co-owners who do not reside in their unit but still desire an I.D. card should attach an explanation to the application.

Tenants of absentee co-owners may obtain I.D. cards for themselves and each member of their immediate families, age 12 or over, who reside with them. The application must contain the name, mailing address, and phone number of the co-owner of the unit or that of the co-owner's representative (such as real estate managing company).

Children under age 12 do not need their own cards as they, with one exception, must be accompanied to the facilities under adult supervision. Children between 8 and 12 years old can come to the pool alone if they have passed a swimming test with the lifeguard and a signed parental consent form is on record at the pool.

Should an individual's pool or tennis privileges be suspended for any reason, the Board may require the surrender of the I.D. card.

B. Swimming Pool

The swimming pool is for the enjoyment and recreational activity of the residents of Fairlington Mews and their guests. There are no fees for guests.

The Board hires a pool management company, which is responsible for the maintenance, cleanliness and safety of the pool area. Its employees are in charge at all times and enforce rules. At least one employee who holds an Arlington County swimming pool operator's license is to be on duty during operating hours.

Rules of operation and swimming hours are posted at the pool.

C. Tennis & Sport Courts

The tennis year extends from May 1st through September 30, when rules governing use are in effect.

At least one player using a court must be a Mews resident and display an I.D. card in the appropriate holder at the court. Rules for use are posted at the courts.

D. Playground

Children should be reminded of the need to respect the peace and property of those living in surrounding units. The following rules and guidelines should be observed:

The playground (located near the sport court) is primarily designed for children under 10 years of age. Children under six years of age must be accompanied by an adult.

Children should not under any circumstances use the crossbeam above the swings for play.

Children should not play on the power transformer.

Playground hours are 9 a.m. to 9 p.m.

5. UTILITIES AND APPLIANCES

A. Emergencies

Residents who face emergencies should call a qualified technician for help. Neither the Board nor the managing agent is responsible for resolving crises. Just as a resident would call the fire department to put out a fire, so one would call a plumber to fix a leaking dishwasher or sink. Nevertheless, emergencies should be reported to the managing agent at the earliest

convenience, especially if liability is a question. (The master insurance policy covers structural damage in excess of \$ 1,000.)

B. Water

Water is generally the most expensive item in the budget. Since there are no individual house meters, the Mews covers the water costs of all residents. Please conserve.

The biggest waste of water appears to be improperly operating toilets. Usually the cause is a warped flapper ball (the "stopper" at the bottom of the toilet tank) or an improperly set water level. Signs include:

- vibrations and noise that may appear to come from the walls or a nearby unit.
- the toilet "turning on" by itself and then off.
- a toilet that runs continuously.
- a tank water level that rises to the escape pipe.
- improper "seat" of the flapper ball.

These problems can be easily corrected. The managing agent can explain how to install a new flapper ball or to adjust the toilet.

The water supplied to the exterior faucets is controlled by two valves, one above the water heater in the utility room for the front wall, the other under the kitchen sink for the rear. Hoses should be removed from outside faucets, the water shut off and the faucet drained in advance of freezing temperatures. Water remaining in the hoses can back up into the pipes and freeze, causing the pipes to burst. Burst pipes are the responsibility of the co-owner.

The water supply to the unit can be shut off by closing the large blue-handled valve just above the water heater. For apartment units, the shut-off for the entire unit (actually for that side of the building) is in the ceiling of the basement hallway (see Paragraph J on Apartments). The Bradford (upper) units do not have exterior faucets. The Barcroft (lower) units have one shut-off valve for the two external faucets located above the hot water heater in the basement laundry room.

C. Water Heater

The water heater is located in the utility room under the lower level stairs in all townhouses and Barcroft units. In Bradford units it is in the attic space (see Paragraph J for special concerns related to these water heaters). If you have no hot water, check the circuit breakers in the panel box. If they are correctly positioned, call for service.

The turn-off valve for hot water is located on a pipe leading from the water heater.

The water heater's overflow pipe terminates in a normal trapped sewer line the same size as the sink drains. Every month or so you should nudge the overflow valve open and let it run for a

few seconds to refill the trap. At the same time pour a cup or two of water down the drain in the basement floor and the downstairs shower if you do not use it daily. This will prevent the entry of sewer gases from a dry trap.

D. Electricity

The Mews pays the bill for common area use, such as sidewalk lamps, pool, and apartment building hallways. Individual units are metered and the responsibility of the resident. In townhouses, the circuit breaker panel is on the back wall of the basement.

E. Heating and Cooling

The thermostat controls your heating and air conditioning. The switch marked FAN should be in the AUTO position for normal operation. If left in the ON position it will constantly recirculate the air. The thermostat should be set to the desired temperature and the system switch set on either HEAT or COOL. If the unit does not operate with the fan on AUTO, the system switch on COOL or HEAT, and the thermostat set at least five degrees different from room temperature, set it on cool and check the circuit breaker above the compressor on the outside wall of the unit. If these are all set properly and the unit still does not operate, or if the fan operates but the unit does not cool, turn it off and call for service.

The air filter should be changed or cleaned as necessary. The manufacturer recommends once a month. Regular attention will reduce energy costs by ensuring adequate airflow.

Air conditioning units should be inspected at the beginning of the cooling season. Make sure the black plastic drain line is still connected to the galvanized metal pan under the furnace. This will ensure that the condensation is carried out of your unit and does not cause damage. This line can be loosened by normal vibration. At the same time the exterior compressor unit should be hosed out to remove any leaf debris that has accumulated over the winter. These units must be kept level to avoid refrigerant leakage. Be sure that tree roots or erosion do not cause the units to tip.

F. Drains and Sewers

In each building, individual units drain to a common sewer line that runs to the main county sewer. If a backup occurs, call a plumber to snake out the line. This is a resident responsibility; do not wait to contact the community manager. The resident should pay the plumber's bill and may submit it to the Board. If the backup occurred as a result of a clog within the building the resident remains responsible for the cost. If the drain is clogged below the basement subfloor the Mews will reimburse the cost. The Mews will not cover the cost of damage to the inside of a unit as a result of any sewer backup. Residents' insurance policies should include sewer backup coverage.

What you do as a condominium resident with regard to the sanitary sewer system may not directly affect you, but it can affect your neighbor. Please read and observe the following guidelines:

- **DO NOT** put grease down the kitchen sink drain. Soak up grease with paper towels and put in trash. Put grease in a can, freeze the can when full, and then put out in the trash.
- **DO NOT** flush paper products other than toilet paper down the toilet. Toilet paper is made to dissolve in the sewer system, other paper products are not. Don't flush tissues, paper towels, disposable diapers, sanitary napkins, tampons and holders, dental floss, etc.

The Board periodically snakes sewer lines with known problems at condominium expense. In the most severe case, the external sewer line will be dug up and replaced at Mews expense. Such a job costs thousands of dollars and disrupts court activity. For this reason it is essential that residents follow the above suggestions.

G. Trash Collection

Our trash service will pick up normal household and garden waste that is in plastic bags. Residents must not include dirt, rocks, oil, flammable or hazardous substances such as house paint. Trash should be placed visibly on your front porch by 8 a.m. Monday through Saturday except holidays. Bulky items must be carried to curbside. Large and heavy items such as furniture and major appliances are collected on the first Saturday of each month. Please note that construction materials cannot be put out on large trash days but instead should be taken to the local dump for disposal. If you wish a separate special pick up, you may contact the trash company directly. Call the community manager (number is listed in the Mews News) for the telephone number. A fee will be charged. If you do not call, the item will not be picked up and will be an eyesore.

H. Recycling

On Tuesdays, blue bins are placed at each court for recycling aluminum and tin cans, bottles and plastics. Paper (including newspaper and mixed paper products) and flattened cardboard are placed outside of the blue bins. All recyclables are picked up on Wednesday morning.

I. Appliances

The following information applies to garbage disposals and dishwashers installed at the time of the condominium renovation. It also may apply to replacement units.

The garbage disposal is operated by a switch located near the sink. If the unit does not operate when the switch is thrown, open the cabinet below the sink and make sure that the unit is plugged in. If so, push the red reset button on the unit housing. If it still does not work, inspect the circuit breakers to make certain that they are in the ON position. Damage can result from operating it without an adequate flow of cold water or by attempting to dispose of non-food

substances such as steak bones, glass bottles, or fibrous vegetables such as artichokes, bananas, etc.

The dishwasher may not operate properly if dishes are not rinsed before using the machine. Stoppages may result from food particles left on dishes. A chrome vent on the sink, which runs from the dishwasher, can become clogged and prevent the machine from draining properly. Unscrew the vent and wash it out. If the dishwasher fails to operate, check the circuit breakers. Be sure the hoses are connected tightly and the water is turned on.

J. Apartment Units

The Mews has 16 apartment buildings, each consisting of two Bradford (upper) units and two Barcroft (lower) units around a common hallway. A janitorial company cleans the hallways.

The basement hallway contains utility cutoffs:

- The water cutoffs (one for each side of the building) are in the ceiling of the basement hallway with access through metal plates.
- The main circuit breaker for each apartment unit is located on a wall near the front door.
- Another circuit breaker for the Bradford (upper) units and the hallways is on the rear wall of the basement.
- Certain units also have the circuit breakers for the sidewalk lamps.

To protect the basement against unauthorized entry and access to these utility cutoffs, the door at the top of the stairs can only be opened by a key. Keys have been distributed to all residents and co-owners in each respective building. Additional keys can be obtained for a fee by contacting the community manager.

Bradford unit water heaters are located in the storage room next to the loft. This water heater receives cold water by a pipe running behind the loft area and next to the outside wall. **The cold water pipe is subject to freezing even with the heat on in the unit.** During extreme cold spells, periodically check the temperature of the cold water in the kitchen. If the water is close to freezing, keep the heat in the unit higher, wrap the pipes with electric coils designed for that purpose, or allow the kitchen cold water to drip.

6. GROUNDS

The grounds, being a common element, are maintained by the condominium. With the exception of making flower beds and watering, grounds maintenance should be left to the professionals. Individual co-owners will be held responsible for damage caused by members of their household, tenants, guests or pets.

A. Lawns

The Mews contracts a professional lawn care company to perform periodic maintenance, such as cutting the lawn, edging, pruning, mulching, fertilizing, and spraying for weeds and bugs. Additional services may be added as needs arise. The service schedule, subject to weather conditions, is set in early spring and is available from the community manager.

B. Trees

The proper care of our trees requires the services of a company specializing in professional tree services. The Board, in conjunction with the Buildings and Grounds Committee, determines the annual needs and budgets and contracts for the work. This usually includes fertilizing, pruning and spraying. Residents should not undertake such activities. Residents are encouraged to water trees during periods of drought.

C. Flower Beds

The front and side beds around units are normally cared for by the Mews and our lawn care contractor. Residents may assume responsibility for maintaining front or side beds. They must agree to do the weeding, feeding, mulching, and pruning for all the plants in the bed by signing an annual waiver of maintenance published in a spring Mews News. Waivers are kept on file and the grounds crew is told to perform no maintenance activities on the bed. Residents should insert a red reflector in their flower bed, commonly available at a hardware store, to indicate they will maintain the bed. Extensions to the dimensions of existing beds, borders or trellises require a variance approved by the Board of Directors. The Board will also consider any requests for replacement or removal of shrubs.

D. New Plantings

The Board periodically arranges for new and replacement trees and shrubs, generally in the spring or fall when the weather is conducive to planting. Major plantings are budgeted as a separate landscaping line item. Owners may suggest plantings by writing to the Board, care of the community manager.

E. Watering

The lawn and tree care contracts do not include watering service. During dry periods, please take the time to give the landscaping water, especially any new trees or plants. Your efforts help keep our community attractive and maintain property values. The best time to do lawn watering is in the early morning.

F. Patios

Patios are limited common areas, set aside for exclusive use of the co-owner. Structures in patios including trellises may be no greater than fence height, and patios must be relatively

neat and clear of impediments. All vegetation within the fence is the responsibility of the co-owner. Trees and bushes must be trimmed and may not obstruct common areas or neighboring yards, and in general may be permitted to grow no higher than 20 feet. Climbing plants, such as ivy, are prohibited on building walls and fences. Occasionally fence repair or replacement is necessary. Contractors are asked to be careful, but the Mews is not responsible for any damage to patio plants during fence maintenance.

Co-owners are liable for damage to common property, including neighboring exteriors, caused by plantings within their patios. The Board may enforce the rule prohibiting trees to grow above the fence line, particularly if their root structures are judged to threaten building walls or to rub abrasively against walls or roof tiles. Co-owners should consider the height and spread of a patio tree when they plant it.

The Mews assumes no liability for loss or damage to articles stored in or on patios, terraces and storage areas.

7. MAINTENANCE

A. General

Each co-owner is responsible for the exterior maintenance of his or her unit even though the Mews retains the exclusive right to perform the maintenance. The one exception is the roof, which is specifically the responsibility of the Mews. For consistency and simplicity, the Mews performs some routine exterior maintenance such as painting and the repair of normal wear and tear. But the Mews is not responsible for problems such as cracks in the building foundation or walls. Co-owners are responsible for their unit interior in all circumstances.

The Mews does not necessarily maintain insurance coverage for problems that would be the normal responsibility of a homeowner. As such, co-owners and residents should obtain their own insurance to adequately protect their unit interior and exterior. (See Insurance, Chapter 3-E.)

B. Water Entry

The Mews maintains the roofs, gutters, walls, and caulking in such a state of repair as to keep water and other elements from entering the units. Unfortunately, water is impossible to keep out on all occasions. It is also often difficult to find the point of entry. Almost all materials are porous and will let water through if it is allowed to stand in contact with the surface. Problems may be the result of a freak storm, with wind pushing rain at unusual angles so as to get it under flashing or through louvers, or may be caused by any number of breakdowns of the structure or landscaping.

Liability for water damage depends on the cause of the damage. If it is caused by a condition in a unit, the co-owner is responsible for repair and for any damage to the common elements. If water penetration is caused by a defect in the common elements, the Mews shall be

responsible for repairing the defect and any consequent damage to the unit. In no case shall the Mews be responsible for damage to a resident's personal property or improvements to the unit.

Regardless of liability, residents should report immediately any problems to the community manager.

Residents can take preventive measures by inspecting the grounds and structures for signs of potential water entry. Make sure of the following:

- All splash blocks should be in position under down spouts, directing water away from the building.
- Gutters and down spouts should be working properly (noted by observation during a rain storm). No water should be coming over the gutters and running down the bricks.
- Terrain around the units should be slanted away from the unit. No water should be allowed to remain standing next to the walls.
- No shingles should be missing from the roofs.
- There should be no peeling paint in any of the wooden pieces -- gutters, fascia board, dormers, etc.
- There should be no extensive cracking in the chimney.

There are other less obvious potential problems. For example, since our chimneys are actually attic vents, water may enter through their louvers. The metal roof vents also are potential entry points to wind-driven rain. And some units originally had common cellars with rear doors and stairways. The doorways were plugged with cinder block and the stairways filled with materials and earth. Concerns should be reported to the community manager.

C. Doors

The repair and replacement of doors, except front entrance doors to apartment buildings, including frames, knobs, knockers and mail slots, are co-owner responsibilities. A replacement door must be approved by the Board if it is to be a different style than the existing door.

The Mews does paint door exteriors periodically. When this occurs, residents will be asked to leave the door open after painting to ensure the edges dry properly. The life and beauty of the paint may be extended by applying a lemon oil and wax furniture polish.

Six door colors are approved: black, dark brown, light brown, Williamsburg blue, classic burgundy and classic hunter green. Other colors or stains require a variance from the Board. Co-owners who choose to paint their door should consult the community manager for the exact color of acceptable paint. Doors sharing a porch must be the same color.

Storm doors are permitted (see blanket variance policy, Chapter 9-B.6.), but must be maintained and kept in proper working condition. A storm door that properly closes is essential, because the wind could "catch" it, breaking both the door and frame.

D. Windows

Window repairs are the responsibility of the co-owner. Painting and caulking is the responsibility of the Mews. Painting is not needed for the windows on the main floors, but caulking will be performed periodically by the Mews. Co-owners may replace windows according to the blanket variance policy (Chapter 9-B.5) or may request a special variance from the Board.

E. Interior Surfaces

Ceramic Tile – An abrasive cleaner or brush will damage the tiles, and the grouting may become discolored or disintegrate under harsh scrubbing. A mild spray-type cleaner is recommended.

Painted Surfaces - Enamel (glossy) surfaces can withstand vigorous cleaning with a soft cloth or sponge and a mild detergent. Use of abrasives is not recommended. Latex (flat) surfaces should be cleaned only with a damp cloth.

Wood Floors -The wood floors are oak. Special cleaning products should be used instead of soap and water which will damage the surface. Water spilled on floors should be cleaned up immediately to prevent staining and buckling.

Asphalt Tile - These floors should be cleaned between wax wings with a prepared cleaner or a very mild solution of detergent and water. Use of oils, greases, and solvent waxes, such as paste wax, will damage them.

F. Pest Control

Pests that are in a unit or between units are generally the co-owner's responsibility, as are infestations of ants or mice.

Rats can enter a unit if the dryer or basement bathroom vents are not properly screened. The vents are located on the back exterior wall near the ground. Residents are responsible for notifying management if the screens need repair.

Don't feed the birds or squirrels. If you hear the sound of a small animal between the walls it could be a rodent – field mouse, squirrel or rat which is the owner's responsibility to handle. If you see any rodents on the common area, please notify the managing agent.

The Mews will have wasp and bee nests removed from fences, porches and eaves.

8. RULES

A. Common Areas

1. General Policy

To maintain our community's architectural consistency, integrity and property values, all residents must abide by the conditions, covenants and restrictions set forth in the Master Deed and the By-laws. No structural alteration or modification of a family unit, alteration of the exterior appearance of a family unit, or change to the limited or general common elements is authorized without a written request for a variance to the Board. (The variance procedure is described in Chapter 9.) In considering individual requests, the Board attempts to balance the preferences of individual co-owners with the interests of the community. This applies particularly to requests involving proposed changes to the common areas. The Board encourages co-owners to consider the same factors in deciding whether to request a variance.

2. Landscaping Outside of Patio Fences

No landscaping changes may be made to the common areas without the Board's approval. Such changes include creation or expansion of a flower bed; trellises; placement of borders of wire, fencing, string, or brick around flower beds or plantings, and planting or removal of trees or bushes in the common area, regardless of proximity to a unit. Exceptions are noted in Chapter 9-B.3. and 9-B. 12.

3. Fences

Wire or other material used to extend fences or gates to ground level may not be attached to the outside of the fence or gate. Structures such as storage sheds, bird feeders, or trellises within a patio must not exceed the height of the fence. Garden items -- tools, hoses, etc. -- must not be attached to the fences. Exceptions are noted in Chapter 9-B.2.

4. Front Porches

Co-owners have full responsibility to maintain screens and storm doors in good repair. To maintain an uncluttered appearance and to allow free access, charcoal grills, furniture, bikes, dog chains, storage containers, etc., must not be placed on the front entry or front yard. Planters on front porches must be well kept (see Chapter 9-B.4.).

5. Signs

Ornaments and signs larger than 4-by-6 inches must not be permanently attached to or displayed on unit exteriors. Exceptions are noted in Chapter 9-B.8., 9-B.9. and 9-B. 10.

6. Windows

Window ornaments such as chimes and decorations must not be attached to window exteriors. Coverings over window wells must not overhang the window well. Clear bubble window well covers are not approved (see Chapter 9-B.7.).

7. Walls, Roofs and Porches (Exterior Surfaces)

No changes may be made to unit exteriors. No attachments may be affixed or objects removed.

8. Doors

Co-owners are responsible for the maintenance of unit entrance doors except for painting. The replacement of a door or any other change to its appearance requires a variance. The Board periodically arranges for door painting. Co-owners who wish to paint their doors may follow the rules in Chapter 7-C. Corrections required to comply with Mews rules will be at the expense of the co-owner.

9. Bicycles

Bicycles may not be stored on the main common hallway of apartment buildings. On other floors, no more than two bicycles may be stored in the hall. The area around the bicycles must be kept clean.

B. Parking

1. Numbered Spaces

All parking spaces in Mews courts are numbered. Each unit has one assigned parking space. Some courts also have visitor spaces which may be used by anyone.

2. Prohibited Areas

Absolutely no parking on grassy areas, sidewalks, or at court entrances so as to partially block the entrance or sidewalk.

3. Court Lots

Except for Visitor Spots, lots are reserved for the use of residents in that court. Use is limited to motor vehicles. Boats and trailers are not allowed. Be aware that Arlington County prohibits parking anything on the street for more than 10 consecutive days. Vans and campers are permitted to the extent that they do not exceed parking space lines.

4. Court 7 Parking

Court 7 does not have its own lot. Three spaces in Court 8 (for units 4669-B, 4671 -A and 4671-B) and three spaces in Court 15 (for units 4667-A, 4667-B and 4669-A) are marked for Court 7 units.

5. Motorcycle Parking

Motorcycles and mopeds are considered motor vehicles and may not be driven or parked on sidewalks, grass or other non-paved common areas. They may not occupy the same parking space as a full-sized motor vehicle. Motorcycles and mopeds may be stored in patio areas only if they are not regularly used, as frequent moving across lawns would harm the turf.

6. Current Tags and Registration

Vehicles in Mews parking lots must have current tags and registration. The Arlington County police have been granted permission to enter Mews property to enforce licensing and tag requirements. Vehicles without current tags shall be considered abandoned and subject to towing, without prior notices, at the direction of the Board.

7. Storage of Vehicles

As the parking lots are intended for the active use of Mews residents, storage of vehicles is not permitted in visitor spots. The Board may determine that a vehicle is being stored even though it is moved within the lot and have it removed. The owner will be notified of the determination before the vehicle is towed.

8. Parking Violations

Where residents have noted a parking problem, they may wish to leave a note on the violator's windshield reminding the owners of the parking rules. Residents may also wish to contact the violator personally. In addition, a resident may wish to provide the community manager or the Board with a written account of a continuing parking problem, including the violator's name and address and the vehicle license number, so that appropriate action may be taken in accordance with the governing condominium documents.

9. Parking Lot Procedure

All parking spaces within the Mews are numbered. No two spaces in the Mews will have the same number.

Each court has uniform sign(s) at the entrance(s) stating "Reserved Parking - Residents Only - Towing Enforced" - [Court address] – [the Arlington County Police Non-emergency phone number and the phone number of the towing company].

Each resident should advise visitors and repair/delivery people of the parking restrictions and the towing policy.

C. Pets

Residents who keep pets must prevent them from becoming a nuisance. **Cats must not be allowed to roam freely** because, among other things, they may get into garbage or destroy a neighbor's plantings. **Dogs must be kept on a leash at all times** because they can be a threat to property, people, children and similar pets. **Dog walkers must scoop up after their pets.** Dog excrement is offensive and a sanitary hazard. Feces must not be placed in storm sewers or flowerbeds.

The Board hopes that pet owners will cooperate with these reasonable rules, but it will enforce them as necessary. Article 6, Section 6, paragraph 9 of the Bylaws is explicit:

"In no event shall dogs be permitted in any of the public portions of the Project unless carried or on a leash. The owner shall indemnify the Council and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Project. **If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected or, if not corrected, the owner, upon written notice of the Board of Directors, will be required to dispose of the animal.**"

While it is preferable for Mews residents to settle matters related to pets amicably among themselves, a resident may seek recourse by writing to the Board.

D. General

- The greens and walkways in front of the family units and the entranceways to the family units shall not be obstructed or used for any purpose other than to enter or leave the family units.
- No bicycles, scooters, baby carriages, other vehicles, toys or other personal articles shall be allowed to stand in any of the common areas, except the common areas designated for them.
- No resident shall make or permit any noise that disturbs or annoys other residents, or do or permit anything to be done that interferes with the rights, comfort or convenience of other residents.
- No shades, awnings, window guards, ventilators, fans or air conditioners shall be used in or about the buildings except as approved by the Board.
- No co-owner or resident shall send an employee or contractor of the Mews on private business.
- No radio or television aerial shall be attached to or hung from the exterior of the units without written approval of the Board.

- Co-owners are liable for any damage to buildings, recreational facilities or other common areas or equipment caused by themselves, their tenants, or guests.
- Co-owners and residents are responsible for the actions of their children or pets.
- The Board may bar children's play in common areas that become excessively worn.
- Complaints concerning the management of the Mews or the actions of other co-owners or residents may be made in writing to the community manager.

9. VARIANCES

A. Request Procedures

Variance requests must be submitted in writing to the Board or the community manager. Variance requests will be accepted only from co-owners of units. In the event a tenant or other party wishes to request a variance, the unit co-owner must submit it.

All requests must include the following:

- Co-owner name and address.
- Phone number of the requester.
- Information on the proposed change, such as sketches or blueprints, measurements, precise location of the proposed change on the property, and type and color or trade name of materials to be used in construction.
- Documentation of anticipated effects, such as changes in insurance rates or other expenses of the Mews, information indicating compliance with Arlington County, building permits, codes or other statutes, information on the compatibility of the change to the building structure, and a poll of neighbors who would be affected.

The Board will advise the requester of its decision in writing within 30 days of receipt of the request, unless more information is required. Another 30-day period begins when the follow-up information is received. The Board acts as promptly as possible.

If the Board denies a variance request, the requester may ask for reconsideration within 30 days, setting forth reasons. The Board will make a final decision within thirty (30) days. The same request will not be considered for one year unless a change in circumstances has occurred.

B. Blanket Variances

In establishing blanket variances, the Board eliminates the need to submit certain variance requests. Modifications not falling within a blanket variance are not necessarily prohibited but remain subject to notification and permission requirements set forth in the Master Deed and Bylaws, and the procedures described above. The Board may repeal blanket variances, though previously approved alterations and modifications would be unaffected.

The following blanket variances have been established:

1. Patio Landscaping

Co-owners may plant or improve the landscaping within their patio enclosures, provided that:

- Planting or landscaping is limited to the area inside the fence.
- Structural changes do not extend beyond the height of the fence.
- Drainage is not changed so as to affect adversely neighboring units or common areas.
- No climbing vines are planted.
- No plant whose height will exceed 20 feet.

2. Fences

Co-owners may stain or varnish the interior of their fences with a clear or natural wood color. Any change to the exterior of fences is subject to standard variance procedures.

3. Front and Side Beds Landscaping

Co-owners should be careful not to reverse the grade toward the units.

Co-owners may plant or replace annual, biennial or perennial blooming plants or shrubs within flower beds, provided that:

- No climbing vines are planted.
- Plants or shrubs are well kept.

4. Container and Hanging Plants

Co-owners may use containers such as pots and hanging baskets to plant flowers or small shrubs on porches, provided that:

- The container is located on the owner's side of the porch.
- The container does not obstruct pedestrian traffic.
- The plants and containers are well kept.

5. Window Replacement

Co-owners may replace windows on the main and upper floors of their units within the following guidelines:

- A licensed and bonded contractor must perform installation.
- Aluminum frame capping should be replaced if it is deteriorated.
- Windows must have white exteriors and be custom-fitted to the existing opening.
- Windows must be colonial double-hung and match the six-pane-over-six-pane pattern of existing windows.

6. Storm/Screen Doors and Windows

Co-owners may install storm or screen doors and windows (but not plastic sheet weatherproofing), provided that:

- Storm doors are white, brown or black and contain clear glass or acrylic, compatible with the architecture of Fairlington Mews, that is, "Colonial" or "Williamsburg."
- Storm windows or screen frames are white.
- The co-owner is responsible for maintenance.

7. Window Well Coverings

Co-owners may install plastic, wire mesh or nylon mesh covers, provided that:

- They are level, fit under the grate, and do not extend beyond the wall.
- They are not permanently attached so as to prevent an emergency exit.

8. Window/Door Signs or Ornamentation

Co-owners may install window/door signs or ornaments that do not exceed 4-by-6 inches. Larger signs may be hung temporarily for special events or holidays. Attachment braces, wiring supports and the like must not be permanently installed.

9. Flags

A flag may be flown for special events or holidays for a reasonable temporary period, provided that it is securely affixed to the unit and does not obstruct the entry or windows of any units.

10. Real Estate Sale or Rent Signs

Co-owners may place up to two real estate signs, provided that they are in a window or in reasonable proximity of the unit, are of the size and type customary in residential areas, do not obstruct walkways or other parts of common areas, and are removed promptly after sale or rental.

11. Alterations to a Unit Interior

Co-owners may make certain structural alterations to a unit interior without requesting a variance provided that the change does not affect neighboring units and conforms with county and state codes concerning zoning, building, electrical work, plumbing work and environmental impact.

Modifications that do not require a variance:

- Installation of carpets.
- Stripping, staining, or painting of floors.

- Installation of attic flooring or additional non-flammable attic insulation.
- Installation or removal of ceiling tiles or panels.
- Installation or removal of molding or stairwell railings.
- Installation of wall coverings.
- Painting, lathe patching, routine plastering.
- Installation of shelving or closets or cabinets.
- Installation or removal of interior doors.
- Installation of additional door locks.
- Replacement of tiled floors, provided drainage is not affected.
- Replacement of plumbing fixtures equivalent to those already installed.
- Installation or removal of lighting fixtures.
- Modification to electrical systems or plumbing to accommodate the installation of humidifiers and automatic icemakers.

Variations must be requested for major modifications, which include but are not limited to:

- Partial or total removal of walls, floors, or partitions.
- Modifications to plumbing.
- Electrical modifications requiring changes in circuit breaker alignment.
- Installation of fireplaces or stoves which require flues or external vents.
- Any modification affecting roofs or foundations.

Major structural changes to a unit interior may require the acquisition of an architect's certificate, to be obtained at co-owner expense, attesting to the compatibility of the change to the building structure.

12. Brick Borders Around Existing Bedding Areas

Brick borders around existing bedding areas may be installed, subject to the following conditions:

- The bedding area must be adjacent to the residence. (Tenants must obtain written permission from the unit co-owner.)
- Any bedding area enclosed by a brick border must be continuously enclosed, specifically excluded are borders which appear to stop abruptly along a line of bedding.
- The bricks must be common red bricks; the color should closely resemble Mews' exterior brick walls. Specifically excluded are bricks with holes in the cores and pink, white or painted brick.
- Bricks must be installed either in a continuous, even saw tooth pattern or flush to the abutting surface. In both cases, bricks should be sunk in the ground to a uniform depth. If the saw tooth pattern is used, the maximum height of the top point of the bricks is 2.5 inches above ground level.

The border must be maintained so as not to become unsightly or dangerous.

The Board may consider alternative borders or creation of new bedding areas upon submission of a variance request.

13. Heating and Air Conditioning

Co-owners may install new HVAC lines provided they are located in the rear of units and, if ran up the outside wall, placed beside downspouts. Alternatively, the lines must be enclosed in material matching existing materials e.g. false downspout. Penetration through the brick exterior must be caulked matching mortar color.

The co-owner is responsible for the maintenance of the new installation, such as caulking and any leaks that develop because of the installation.

C. Complaint Procedure

Residents may write to the Board concerning any alteration that appears to have been made without approval, that may not adhere to variance conditions, or that adversely affects a neighbor.