

**CRYSTAL PARK UNIT OWNERS' ASSOCIATION, INC.**

**HOUSE RULES**

**January 21, 1999**

This edition supersedes all previous versions.

**CRYSTAL PARK UNIT OWNERS' ASSOCIATION, INC.**  
**HOUSE RULES -- JANUARY 21, 1999**

INDEX OF CHANGES (Since November 19, 1998)

1. November 19, 1998 -- The Board of Directors by a vote of 6-0, Resolution CP 98-65, adopted a new printing of the existing House Rules, including slight revisions and updates, to replace all previous versions of the House Rules.
2. December 17, 1998 -- The Board of Directors by a vote of 7-0, Resolution CP 98-74, deleted existing "House Rule 3. Violations of the Condominium Act, Condominium Instruments, and House Rules and Regulations" and replaced it with a simplified version, "House Rule 33. Violations of the Crystal Park Condominium Instruments, By-Laws, and House Rules".
3. January 21, 1999 -- The Board of Directors by a vote of 6-0, Resolution CP 99-4, adopted "House Rule 34. Owners Delinquent in Assessments in Excess of Sixty Days From the Earliest Due Date". In addition, slight changes were made to sub-paragraph numbering throughout the House Rules in order to achieve a more consistent style.

**CRYSTAL PARK UNIT OWNERS' ASSOCIATION, INC.**  
**HOUSE RULES -- JANUARY 21, 1999**

1. Unit Owners, their families, tenants, guests, invitees, and licensees will comply with all the rules and regulations governing the building, its corridors, balconies, lobbies, drives, grounds and any other appurtenances.
2. The Association reserves the right to alter, amend, or modify such rules and regulations. Unit Owners agree to abide by any such alterations, amendments, or modifications, and to enforce the compliance of their families, tenants, guests, invitees, and licensees.
3. Violations of the Condominium Act, Condominium Instruments, and House Rules and Regulations. Replaced by House Rule 33, by vote CP98-74 of the Board of Directors, on December 17, 1998.
4. All Association charges are due and payable on the first day of each month. Payment shall be made at the office on the premises by check or money order during normal office hours. No cash will be accepted at that office. Late charges will be assessed for payments received after the tenth day of the month.
5. The trash rooms on each floor are to be used only between the hours of 7:00 a.m. and 10:00 p.m. All garbage and trash must be placed in the trash chute, not on the floor of the trash room. Any trash, such as boxes, that cannot be accommodated by the trash chute must be placed in the receiving area on the lobby floor, behind the service elevator. No containers or bags of any kind shall be placed in the halls or other common areas.
6. Personal Property.
  - a. No personal property shall be left unattended in or on passageways, parking areas, courts, sidewalks, or lawns of the building.
  - b. All personal property placed in any portion of the building or any place appurtenant to it shall be at the sole risk of the person leaving it there and the Association shall in no event be liable for loss, destruction, theft, or damage to such property.
7. Bicycles shall be stored only in the bicycle room or bicycle racks or other areas designated by the Board. Bicycles are not permitted in any other common areas of the building, to include the lobby, halls, stairways, and elevators. See also Rule 31.
8. Recreational wheeled vehicles or devices shall not be operated or used inside the building, in any passageways, or on any lawns.
9. All persons shall be suitably attired when appearing in any of the following portions of the property: lobby, corridors, elevators and any other public spaces in the building.
10. Residents shall not make or permit to be made any disturbing noises or do or permit any act which will interfere with the rights, comforts, or conveniences of any other residents or Unit Owners. All residents shall keep the volume of any radio, television, musical instrument, or other audio equipment in the condominium units sufficiently reduced at all times so as not to disturb other residents in the building.
11. Cooking on the balconies and patios is not permitted.
12. The Unit Owner or resident who leaves any packages, keys, money, or articles of any description with the employees or agents of the Association is solely responsible for them. The Association does not assume any responsibility for loss or damage in such cases.
13. Deliveries requiring entrance to a condominium unit will not be accepted unless the resident or Unit Owner has signed an admit slip and provided access to a key to the lobby desk. The Association cannot assume any responsibility for the condition in which deliveries are received.
14. Building Exterior.
  - a. No awnings or other projections, except such as were installed by the developer, shall be attached to the outside or other parts of the building. Under no circumstances shall any air conditioning apparatus, television aerials, or radio aerials be installed upon the exterior of the building.

b. Absolutely no laundry, clothing, rugs, or other items are to be hung on or upon the exterior of the building. No clothes lines, clothing rack, or any other device may be used to hang any such items on any balcony, patio, or window.

c. Nothing shall be thrown out of the windows of the premises or off of the balconies of the building. The dusting or shaking of mops, brooms, or other cleaning material out of either the windows or the doors of the premises is not permitted. Nothing is to be hung from the outside of the windows.

d. Hanging flower boxes are prohibited on the outside of the balcony railing and walls. Nothing may be put on the top of balcony railings or walls.

e. Balconies shall not be used for storage, including the storage of bicycles.

15. Soliciting is not permitted in the building, including the posting, distribution and sliding under doors of promotional material.

16. No act or thing deemed extra-hazardous on account of fire or that will increase the rate of insurance on the premises is permitted. No one is allowed to use fireworks or sparklers on the premises. Gasoline, explosives or volatile material shall not be kept on the premises or in the storage areas.

17. Storage/Parking.

a. Unit Owners, at their sole risk and without liability or responsibility on the part of the Association, may use their assigned storage space without charge for the storage of any items not disallowed by Rule 16.

b. The parking garage may not be used for storage. The parking garage is for automobiles and other such vehicles as may be approved in writing by the Board of Directors. All Unit Owners, their families, tenants, guests, invitees, and licensees must observe and abide by all parking regulations as posted or indicated by the Association and/or local authorities.

c. Each Unit Owner expressly agrees that, if he or she or any family member, tenant, guest, invitee, or licensee shall illegally park or abandon any vehicle(s), he or she will hold the Association harmless from any and all damage or losses that may ensue, and expressly waives any and all rights, notices, and resources in connection therewith that he or she may have under the provision of State or County laws and ordinances.

18. Vehicles shall not parked to block sidewalks, crosswalks, fire lanes, or driveways.

19. Garage Parking. Replaced by Rule 28.

20. Vehicles.

a. Vehicles shall not be repaired, or any lubricants or fuels changed, in the parking garage, outside parking spaces, or elsewhere on the premises.

b. The washing of vehicles in the garage or elsewhere on the premises, except for the Visitors Parking lot, is prohibited.

21. No additional locks shall be placed upon any doors of the premises without the prior approval of the Board or Directors or its designated committee. No replacement lock shall be placed upon any door of the premises unless a key for it is given to the Condominium Manager.

22. The water closets, and other water and sewer apparatus, shall not be used for purposes other than those for which they were designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown into them. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the Unit Owner causing such damage.

23. The following rules, regulations and procedures will apply to all moves in, out, or within the condominium, as well as to deliveries requiring the use of the service elevator.

a. All moves must be scheduled in advance with the Management Office.

b. All deliveries must be scheduled in advance with the Management Office.

c. Moves and deliveries may be made only between the hours of 7:00 a.m. and 10:00 p.m..

d. In the event that a delivery requiring the use of the service elevator should arrive during a move, the move shall be interrupted at a convenient period to accommodate the delivery.

e. A service charge of \$100.00 will be collected prior to any move into a unit. There is no charge for a move-out or a delivery. Money collected will be used to defray the cost of administratively processing new residents, and the extraordinary wear and tear in the service elevator and corridors.

f. No move-in will be permitted until adequate evidence of authorization to occupy the unit is presented to the Management Office. Unit Owners may establish authorization to occupy by submitting a conformed copy of their settlement sheet or deed. Renters must submit a conformed copy of their lease which must comply with Article VII, Section 2 of the By-Laws of the Association.

g. Only the service elevator may be used for moves or deliveries. Moves and deliveries must be made via the receiving room and loading dock areas. Use of the main lobby, main lobby entrances, and passenger elevators for moving or for deliveries is prohibited.

h. The service elevator and loading dock keys may be picked up at the lobby desk on the day of the scheduled move. A current driver's license must be submitted and will be returned when the keys are returned to the lobby desk. The keys may not be retained overnight.

i. The individual who is moving is responsible for ensuring that the interior walls of the service elevator are padded prior to and throughout the move, the service elevator is returned to normal passenger service mode, and that the loading dock and receiving room are properly secured upon completion of the move.

j. Packing boxes and other rubbish from a move or delivery must be taken to the receiving room via the service elevator. No packing boxes or other rubbish shall be left in the hallways, trash rooms or elevator.

k. A copy of this House Rule must be signed by the individual who is moving prior to commencing the move. The signature will constitute certification of the individual's awareness of these rules, regulations, and procedures.

24. All persons using any of the recreational facilities do so only at their own risk and sole responsibility. The Association does not assume responsibility for any accident or injury in connection with such use. Users of these facilities covenant and agree with the Association for and in consideration of the use of these facilities and/or other good and valuable consideration, to make no claim against the Association, nor its servants, agents, and/or employees, for or on account of any loss or damage of life, limb, or property sustained as a result of or in connection with any such use of any of the recreational facilities. The users of these facilities agree to save harmless the Association from any and all liabilities and any action of whatsoever nature by their tenants, guests, invitees, or licensees growing out of the use of the swimming pool, pool area, or any of the other recreational facilities, except where such loss, injury, or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association, or its agents, servants, or employees in the operation, care, or maintenance of these facilities. The Association shall not be liable for failure to operate the pool or other recreational facilities, provided the failure to operate the pool or other recreational facilities is due to circumstances beyond its control.

25. The following rules apply generally to the use of the recreational facilities:

a. The recreational facilities are for the use of residents and their guests. The facilities are not to be made available to persons not visiting or residing with residents. Keys to the various facilities are to be obtained and signed out at the lobby desk.

b. The Association reserves the right to set schedules and hours for use of the recreational facilities.

c. Unit Owners will be held responsible for damage other than ordinary wear and tear caused by themselves, their families, tenants, guests, or licensees.

d. Use of the facilities by people under 18 years of age is expressly forbidden unless they are accompanied and supervised by adults.

e. Group activities by or for residents, including classes, may be scheduled by arranging for such activities with the Association. A calendar for this purpose is maintained by the Condominium Manager.

26. The following rules and regulations apply to the use of the swimming pool. Residents and their guests may use the swimming pool facilities with the understanding that they comply with all rules and regulations promulgated by

governmental authorities and the Association; failure to do so may result in the violator being barred from using the pool facilities.

- a. The pool will be open during the hours established by the Board of Directors from time to time.
- b. The pool may be closed at any time due to either weather conditions, breakdown, or other operational difficulties and at the discretion of the pool manager or lifeguard on duty.
- c. Residents will be issued Crystal Park Condominium pool passes and admitted at no charge. One pass will be issued for each resident permitted under Article VII, Section 4(i) of the By-Laws.
- d. Crystal Park Condominium pool passes must be shown when entering the pool area and will be retained by the lifeguard until departure. If a Crystal Park Condominium pool pass is lost, a duplicate will be issued at such charge as determined by the Board from time to time.
- e. Crystal Park Condominium pool passes may be revoked for misuse or for reasons of misconduct as determined by Management.
- f. From time to time, the Board may set limits on the number of guests per unit and may also establish fee charges for guests.
- g. Residents will be held responsible for all actions of any children and guests whom they allow to use the pool or pool area. People under 14 years of age must be accompanied by an adult who must remain with them during the entire time they are in the pool or pool area.
- h. Babies in diapers or who are not toilet trained will not be allowed in the pool.
- i. The cost of any property damage will be the obligation of the responsible Unit Owner.
- j. The Association will not be responsible for any loss or damage of personal property of any kind.
- k. For health reasons, all people must shower before entering the pool.
- l. For health reasons and at the discretion of the pool manager or lifeguard on duty, swimming privileges may be denied to anyone with skin abrasions, colds, coughs, inflamed eyes, or infection, and anyone wearing bandages.
- m. Greaseless-type suntan or sunscreen lotions must be used instead of oil-based types.
- n. Wheeled vehicles, except wheelchairs, will not be allowed in the pool area.
- o. No glassware of any type will be permitted in the pool area. "Glass" as used in this rule includes bottles, porcelain, ceramic, and any other friable material that might shatter.
- p. Paper, cigarettes and other smoking materials, and refuse must be deposited in the receptacles provided.
- q. No animals of any type, except seeing-eye dogs, are allowed in the pool or pool area.
- r. Except during Association-sponsored events, ball playing is not permitted.
- s. Stunt or reckless diving is not permitted. Use of the diving board may be discontinued at any time at the discretion of the Association or lifeguard on duty.
- t. Running, pushing and wrestling are not allowed. Abusive or profane language, or any other undue disturbance (e.g., loud playing of radios, tape decks, etc.) in or about the pool area, will not be tolerated. Dripping bathing suits in building areas must be avoided.

#### 27. Barbecue Grills.

- a. The barbecue grills may be used anytime the swimming pool deck area is open. The grills must be shut down no later than one-half hour before the pool deck is closed to allow for clean-up.
- b. People using the grills must supply their own cooking utensils.
- c. The grills must be shared when other people are waiting.
- d. Grills will not be used in a manner that creates excessive smoke.

e. The user must clean the grill after use. The grills must be cleaned only with the brushes supplied. Soap is not to be used on the grills. The grill lid is to be closed and the weather cover, if supplied, placed over the unit after cooling.

f. The grill user is responsible for cleaning up all trash, food, etc., following use.

g. If the propane tank is low, the user will notify the lobby desk.

h. Any resident not adhering to these rules may be prohibited from further use of the grills.

#### 28. Garage Parking Spaces.

a. Rental of Garage Parking Spaces. The lease or rental of garage parking spaces in Crystal Park Condominium to persons not residing in the condominium is prohibited.

b. Use of Garage Parking Spaces. Residents may permit bona fide guests to use their garage parking space(s). A bona fide guest is defined as a person who is visiting a resident in his or her unit.

29. Keycard Security System. The Condominium Manager shall be responsible for issuing/reissuing keycards in accordance herewith. Cards shall be issued to unit owners or their authorized agent, and recorded by unit owner name and unit number. Keycards shall be issued and programmed for entry pursuant to the following categories and definitions thereof:

a. Full Access: All Exterior Doors and garage access as delineated.

(1) Resident owners and their immediate family in residence.

(2) Tenant residents under lease pursuant to Article VII, Section 2 of the By-Laws.

(3) Other residents in conjunction with category 1 and 2 above as declared on the Occupancy statement filed with management.

(4) Garage entry for registered occupants of a designated parking space, subject to Article IV, Sections B & D of the Declarations and in conjunction with full access eligibility as defined above. The number of cards issued to any unit programmed to provide for garage access shall not exceed two for each space owned or rented by a resident. In the case of a rental of a garage space, the programming of cards to provide access to the lessee shall result in the deprogramming of garage access cards of the lessor.

b. Restricted Access: Timed and selected area access for Special Needs requirements such as employees, contracted services, security guards, newspaper delivery, and others as determined to be appropriate by the Board.

c. Specific Use Authorizations:

(1) Employees of the Crystal Park Unit Owners Association may be assigned one key card if deemed appropriate for their duties. The card shall be programmed for access only during appropriate working schedules. The card shall remain the property of the Association and be returned upon request or termination of employment.

(2) The contract carrier for the Washington Post, or such other authorized provider of service shall, upon payment of a suitable deposit, be assigned one key card. The card shall be programmed for access only during appropriate service hours. It shall remain the property of the Association and be returned upon request or termination of service.

d. Maximum Number of Cards Available for Issuance:

(1) The maximum cumulative number of keycards available to a unit under all categories as defined shall not exceed the maximum number of occupants permissible under Article VII, Section 4i of the By-Laws, plus two.

(2) Additional cards may be permitted by management in addition to the stated maximum upon a showing of reasonable necessity or emergency by the resident for a duration not to exceed thirty days, or by the Board for such longer period it deems advisable.

e. Card Replacement - Other: The replacement of any lost or misplaced cards shall be pursuant to House Policy Rule numbers CP-91-11 and CP89-17 and with such fee as shall be established by the Board.

f. Periodic Census of Security Cards:

(1) At a time interval deemed reasonable by management, but not less than every six months, a physical census of outstanding cards will be made, and missing or unaccounted for cards shall be deactivated. Reasonable notice will be given before deactivation.

(2) Violations of House Rules and Policies shall be cause to reprogram the card involved, or all cards assigned to that owner, to preclude, restrict, or otherwise amend their utilization. Such determination shall be made by the Manager, subject to appeal pursuant to House Rule VI to the Board or its designated or impaneled Committee.

g. Program Information Access: Security code access to the P.C. controller to be used only by authorized employee. Printouts of use only if authorized by the Board in response to security need or investigation.

### 30. Vendor Delivery Policy.

a. For Front Desk Employees: The By-Laws of the Association require that there be "No Soliciting" activities within the confines of the building. The Board of Directors has directed enforcement by authorizing the placement of "No Soliciting" signs at the entries to the building. Security of the residents and the facility are a primary concern of the Board, and the unsupervised wandering from floor to floor by contractors and vendors, slipping promotional materials under residents' doors, is a breach of security and an infringement on residents' peaceful enjoyment of the premises.

#### b. Food Delivery Vendors:

(1) Front Desk Clerks shall approach all food delivery vendors and register their arrival in a records book maintained for this purpose. Their packages shall be opened for inspection to ascertain if any promotional literature is hidden therein. The vendor is to be informed that no soliciting is permitted on the premises, but that they may place the advertising on the display table for that purpose in the room adjacent to the front desk area.

(2) The time of entry shall be logged in by the desk clerk, who shall inform the vendor that a maximum of ten minutes is permitted for their delivery and exit from the building. The Desk Clerk will then visually assure that the vendor does not open the side door for another person to do such solicitation. The Desk Clerk will then log out the vendor within that time frame. The ten minute time frame for delivery is sufficient for the vendor to make their delivery and depart the premises. Should a vendor exceed that time frame the manager shall be informed as soon as possible of the identity of the vendor, and the unit receiving delivery.

(3) The Manager shall immediately upon notification by the Desk Clerk communicate with the vendor a warning for a first time infraction of this policy, and that a second infraction will require the imposition of a thirty day suspension of their ability to deliver their product. The manager shall also immediately notify the resident who received the delivery of the nature of the vendors infraction, and request that they discontinue their use of that vendor should a repeat of the incident occur. On the occasion of a suspension of service notification, the Manager shall also post the vendors name on the bulletin board notifying all residents of the suspension, with a copy to the resident utilizing the service of the violating vendor, and requesting that residents do not utilize that vendor.

#### c. Cleaning and Other Contracting Services:

(1) The same as the above referenced procedures for food delivery vendors shall apply, with the exception of the ten minute time constraints. Any advertisements for their service must be restricted to the display table provided for such materials. Their cleaning equipment, material and supplies are to be restricted to access through only the side door or, if the materials are of such size or type that the use of the delivery dock is more appropriate, such as carpet installations or painting contractors, then their access shall be confined to the delivery dock area.

(2) Management is hereby authorized to charge violators who gain access for the sole purpose of distributing handbills or other solicitations, or when the preceding sanctions are deemed insufficient, to charge and prosecute the offenders with unauthorized trespass through the Arlington County Police Department.

### 31. Bicycle Registration and Storage. (See also Rule 7)

a. All bicycles stored in the common areas (i.e., in the Bicycle Room, on bicycle racks, or elsewhere as designated by the Board of Directors) shall be registered with the Management Office within 90 days of the effective date of this rule. Registration shall be verified on an annual basis. New residents moving into the building shall be required to register bicycles before a space is assigned in the Bicycle Room or on the bike racks. Registered bicycles shall be assigned a numbered space in the Bicycle Room or the racks by Management.



b. The maximum number of bicycles attributable to any unit that may be stored in the Bicycle Room shall be the same as the maximum number of residents of that unit as specified in Article VII, Section 4(i) of the Bylaws.

c. The previous sentence notwithstanding, when demand for space in the Bicycle Room exceeds the space available, spaces will be initially assigned by lottery; then, yearly those residents desiring a space in the Bicycle Room shall have their bicycles rotated into and out of the room on a first-in, first-out basis.

d. Neither the Bicycle Room nor the bicycle racks shall be used for "dead storage" of bicycles. These facilities are for the convenience of residents who require regular access to their bicycles for their use. The Bicycle Room and the racks are for the storage of non-motorized bicycles, only, and shall not be used for the storage of other items.

e. Any unregistered bicycle found on the common areas and any bicycle whose registration is not verified during the annual verification shall be removed by Management and stored. Management shall attempt to ascertain ownership. If ownership cannot be ascertained within 60 days, the bicycle shall be disposed of in accordance with the Virginia Abandoned Property Act, with no liability therefore accruing to the Association.

### 32. Holiday Decorations and National Flags.

#### a. General

(1) All decorations described herein which are attached to exterior surfaces or the Common Areas shall be attached in a non-destructive manner. Holiday decorations shall be installed no earlier than 25 days preceding the date of the holiday observance and shall be removed no later than 15 days after the date of the holiday observance.

(2) The Unit Owner shall bear any and all liability and responsibility with regard to any damage or injury which results from the installation, display, operation, and removal of any and all decorations. The Crystal Park Unit Owners' Association, Inc., shall bear no liability or responsibility for any damage or injury which results from the installation, display, operation, or removal of any and all decorations.

(3) A spirit of neighborly regard and common sense shall prevail. The Board reserves the right to review any individual actions if complaints are received, or if it is the opinion of the Board that the decorations or actions do not conform to the Board's interpretation of the By-Laws, House Rules and Regulations, or this rule.

b. Unit Door to the Hallway. The unit door to the hallway may be decorated with wrapping paper or plastic, pierced to allow access to the knob, lock, and viewing lens; and with passive seasonal decorations such as ribbons, bows, pumpkins, flags, or wreaths. Bells and other audible devices and decorations are prohibited.

c. Windows. Seasonal decorations such as Christmas trees, Menorahs, and garlands; Underwriters' Laboratories (UL) approved lights other than strobe or flood lights; and flags or pennants depicting a holiday motif or message may be placed in the windows of the Unit.

d. Balconies and Patios. Holiday decorations of a passive nature such as pine ropes, garlands, ribbons, bows, flags, figurines; UL approved lights, other than strobe or flood lights; and flags or pennants depicting a holiday motif or message may be placed on or hung from Unit balconies or patios. A Ground-Fault Circuit Interrupter outlet is required for outdoor use of electricity.

e. Flag of The United States of America: The flag of the United States of America may be flown from balconies or patios consistent with law and custom.

f. Specifically Prohibited Items: Sound systems, any audible device (e.g., bells, wind chimes), and bright lights (e.g., strobe or flood) are prohibited.

### 33. Violations of the Crystal Park Condominium Instruments, By-laws, and House Rules.

a. Pursuant to this Rule, the Covenants Committee of the Association exercises powers delegated to the committee by the board. The committee shall consist of an odd number, but not less than three members. The chair of the committee shall be appointed by the president of the association. The other members of the committee shall be nominated by the committee chair and appointed by the president. In any case in which a member of the committee or of the board has a conflict of interest, that member shall recuse him/herself. An alternate committee member may be nominated and appointed for that case only.

b. Any owner, officer, or agent of the condominium or of the board of directors, has the authority to initiate enforcement of the condominium instruments, by-laws, house rules, or other duly established rules, regulations, or policies.

c. Informal process: Generally enforcement should be initiated informally either in person or in writing by drawing the alleged violation to the attention of the person believed to be responsible and requesting that the violation cease and that any necessary corrective action be taken. If written, the informal notice should contain the name and address of the complainant. Owners and residents are encouraged to resolve violations privately and informally whenever possible.

d. Formal process: If an attempt at informal resolution is not successful, an individual complainant may submit a complaint to the condominium manager or the board president. The board may refer such a complaint to the covenants committee (the committee) for further action. The board may also initiate a complaint for referral to the committee. A referral to the committee shall be in writing and contain the name and address of the complainant, if any, a description of the facts, and copies of any pertinent documents.

e. If the facts available indicate that a violation has occurred and that committee action is appropriate, the committee shall send a written notice to the person alleged to be responsible for the violation (the respondent). If the person alleged to be responsible is not the unit owner, a copy of the notice shall also be sent to the unit owner. The notice shall be delivered to the respondent by hand or by certified mail, return receipt requested. The notice shall:

- (1) State that the provisions of this rule 33 have been invoked to address the alleged violation;
- (2) Cite the provision(s) of the condominium instruments, by-laws, house rules, or other duly established rules, regulations, or policies allegedly violated;
- (3) Describe the acts or omissions at issue, including as much information as is available to the committee as to time(s), place(s), and person(s) involved;
- (4) Demand that the alleged violation, if on-going, stop upon receipt of the notice;
- (5) State that, if a violation is established, the committee may assess charges or suspend services in accordance with Section k;
- (6) Provide that the respondent may
  - (a) elect not to respond (see Section f.), or
  - (b) respond only in writing, or
  - (c) both respond in writing and request a hearing with the committee to respond in person;
- (7) Provide that the respondent may be represented by counsel selected and paid for by the respondent;
- (8) State that any response to the notice should be received by the committee within 14 days from respondent's receipt of the notice;
- (9) Provide a contact name and address of a committee member;
- (10) Include a copy of this rule 33.

f. If respondent elects not to respond, the committee shall investigate further, if necessary, to establish the facts. The committee shall consider all available relevant information and reach a decision on the record. The decision shall be communicated in writing to the respondent, the board, the complainant, and, if appropriate, the unit owner. The respondent may not appeal a decision made pursuant to this Section f.

g. If the respondent responds only in writing and does not request a hearing, the committee shall consider the response in light of all available relevant information and reach a decision on the record. The decision shall be communicated in writing to the respondent, the board, the complainant, and, if appropriate, the unit owner.

h. If the respondent requests a hearing, the committee shall establish a date and time for the hearing convenient to the respondent, the complainant, and any witnesses. The hearing shall be held not less than 14 days after respondent receives the notice, but generally not more than 30 days after the committee receives respondent's

request for a hearing. Hearings shall be open to the condominium community. A notice of the date, time, and location of the hearing shall be posted on the condominium bulletin board.

i. Hearing:

(1) The hearing shall be as informal as practicable consistent with principles of fundamental fairness. The hearing is not a legal proceeding and shall not be governed by rules of evidence. The committee may consider any information that the committee finds useful.

(2) The hearing shall be conducted by the chair of the committee or a delegee.

(3) The respondent may be, but is not required to be, represented by counsel.

(4) The complainant may, but is not required to, attend the hearing.

(5) The chair, or delegee, shall briefly state the nature of the alleged violation.

(6) The respondent shall have an opportunity to respond with any explanation or information the respondent deems appropriate.

(7) The committee, the complainant, and the respondent each may present witnesses and may each question any witness presented.

(8) At the hearing, the committee shall attempt to reach an informal, consensual resolution of the matter without further proceedings. If a resolution is reached, the committee shall prepare a written memorandum of the resolution and provide copies to the respondent, the board, the complainant, and, if appropriate, the unit owner. The respondent may not appeal such a consensual resolution.

(9) If no consensual resolution is reached, the committee shall proceed to a formal written decision on the matter. The decision shall state the facts found; the conclusions reached; and the assessments or suspension of services imposed, if any. The written decision of the committee shall be communicated to the respondent, the board, the complainant, and, if appropriate, the unit owner not later than 14 days following the hearing. If the respondent does not appeal and the board does not elect to review the decision pursuant to Section j. (5), the committee decision becomes the final decision of the association, binding upon the unit owner and all individuals residing in or visiting the affected unit.

j. Appeal.

(1) Except as noted in Section f, a respondent may appeal a committee decision to the board not later than 10 days following respondent's receipt of the decision.

(2) The appeal shall be in writing.

(3) The board shall consider the appeal on the written record. The board may, but is not required to, supplement the written record by inviting written comments from interested persons.

(4) The board may reverse or revise the decision of the committee upon a finding by the majority of the board that the decision was without a reasonable basis in the factual record. In such case, the board shall agree on a resolution of the matter, including assessments or suspension of services, if any, and provide a written decision to the respondent, the complainant, the committee, and, if appropriate, the unit owner.

(5) The board's decision becomes the final decision of the association, binding on the unit owner and all individuals residing in or visiting the affected unit.

(6) Even if the respondent does not appeal a committee decision, the board nevertheless, on its own initiative, may review any committee decision. In such a review, the board shall follow the procedures set forth in j. (1) - (5).

(7) The board must complete an appeal or review and distribute the written decision not later than 30 days following the board's receipt of the committee's decision.

k. Assessment of charges and suspension of services. If the committee finds that a violation has occurred, the committee may:

(1) Assess charges for any violation of the condominium instruments, rules, or regulations for which the unit owner, or his/her family members, tenants, guests or other invitees are responsible. The amount of any charges assessed shall not exceed the maximums established by the association, the Virginia Condominium Act or the Virginia Property Owners' Association Act; and/or

(2) Suspend a unit owners' right to use facilities or services provided through the association for nonpayment of assessments which are more than 60 days past due, to the extent that access to the unit is not precluded and provided that such suspension shall not endanger the health, safety, or property of any unit owner, tenant, or occupant; and/or

(3) Direct other corrective action in accordance with applicable statutes or the association instruments, by-laws, and/or house rules.

34. Owners Delinquent in Assessments in Excess of Sixty Days From the Earliest Due Date.

a. It is the intent of the Board of Directors of the Crystal Park Unit Owners Association, to protect and provide financial responsibility to its members and their property by establishing procedures governing the use of the premises by Owners who are delinquent in their assessments in excess of sixty days from the earliest due date, their guests or lessees.

b. Article IV, Section 3 of the By-Laws of the Crystal Park Unit Owners Association provides that the Board of Directors has all the powers and duties necessary for the administration of the affairs of the Association and the Condominium. They may take necessary actions that are not reserved to the Unit Owners by law, or by the By-Laws. Article X, Section A of the declaration provides that each Unit Owner is governed by, and is to comply with all of the provisions of the declaration, the By-Laws, and the Condominium Act, and any resolutions, rules and regulations promulgated by the Board of Directors. Article VII, Section 5 of the By-Laws gives the Board of directors the power to promulgate any rules and regulations as may be necessary.

c. The Virginia Condominium Act provides under Section 55-79.80:2 for suspensions of services for failure to pay assessments. Such suspensions of service may only be imposed to the extent the condominium instruments or rules duly adopted pursuant thereto expressly so provide. Prior to adoption of this Rule, the Crystal Park Unit Owners Association Condominium instruments and Rules did not specifically provide for suspending a unit owner's right to use facilities for nonessential services offered by the Unit Owners Association for nonpayment of assessments. It is the desire of the Board of Directors, at their discretion, to individually suspend a Unit Owner's, their guest's or tenant's rights to use Association facilities or nonessential services pursuant to Sec. 55-79.80:2 of the Virginia Condominium Act for failure to pay assessments, whether regular monthly budgeted assessments or due to assessments for damages or violations.

d. Therefore this Rule provides that the Board of Directors, may henceforth at their discretion, individually suspend Unit Owners who are delinquent in their assessments in excess of sixty days from the earliest due date, and their guests and their tenants' rights to use Association facilities and such suspension of services may include, but not be restricted to, any access to their Unit other than by the front entry, the Association's amenities, it's swimming pool, deck area, party room, card room, parking garage, guest parking, and health or weight room, to the extent that their access to their specific unit through the common elements is not precluded. All access cards or keys assigned to the defaulting Unit may be deprogrammed to prevent such nonessential access to the Condominium and it's facilities, with the exception that front door access continue to be available via such card from the hours of 11:00 P.M. to 7:00 A.M., and that access through the front entry shall be permitted during the hours 7:00 A.M. to 11:00 P.M. by contacting the desk clerk for such access.

e. This Rule shall become effective seventy-two hours after mailing of this adopted Rule by first class mail to all Owners of record.