

INTRODUCTION TO THE CPUOA HOUSE RULES REVIEW AND REVISION

April 21, 2011

The House Rules Committee was established in March 2009 to review, update, and revise the House Rules and Regulations. The last comprehensive revision of the Rules was accomplished in 1997. The Rules have since become outdated, inconsistent with some current government regulations, and generally difficult to read because of the lack of organization.

The guiding principle of the Committee's work was to ensure that Crystal Park continues to be a desirable place for current and prospective homeowners to live. The Committee produced a working draft, published it to the Crystal Park Community, and sought comments. Nine Residents commented in writing. Many of those comments are incorporated into this final product submitted to the Crystal Park Condominium Board of Directors and were subsequently reviewed by the Association's attorney.

The 2011 Rules includes two appendixes: Appendix 1 to define key terms; and Appendix 2, Procedures for Violations of the Crystal Park Condominium Instruments, Bylaws, and House Rules, and for Failure to Pay Assessments.

CRYSTAL PARK UNIT OWNERS ASSOCIATION (CPUOA)

HOUSE RULES

1805 Crystal Drive,
Arlington, Virginia 22202

April 21, 2011

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CRYSTAL PARK UNIT OWNERS ASSOCIATION (CPUOA) HOUSE RULES AND REGULATIONS

1805 Crystal Drive, Arlington, Virginia 22202

Effective: 30 days after board approval

Updated:

Having been approved by the Board of Directors and distributed to all Owners and Residents, the following House Rules and Regulations (“Rules”) are effective April 21, 2011 and replace and supersede all prior Rules.

1. Guiding Documents and Principles

1.1 The House Rules are governed by and supplement United States Federal Law, Commonwealth of Virginia Law, Arlington County Code, Crystal Park By-Laws, and Crystal Park Declaration of Restrictions. Definitions for terms used in the Rules are provided in Appendix 1.

1.2 The Rules are intended to provide clear guidance for the manner in which Residents of Crystal Park interact with each other as good neighbors. A Condominium building is an environment where the rights and preferences of the individual must be balanced against those of his or her neighbors, both individually and collectively. In the interest of the community, Residents should establish and preserve a common commitment to maintaining an attractive, safe, and high-quality living environment. In the event of disagreements between neighbors, Residents are encouraged to attempt an informal resolution. Appendix 3 of the Rules provides the process if formal action is necessary.

1.3 Owners and Residents shall comply with these rules and are responsible for ensuring that everyone they allow access to the property understands and follows these Rules.

1.4 These Rules may be amended or replaced by action of the Board of Directors (Board). Updates will be posted on the bulletin board, and will be distributed to all Owners and Residents. The electronic version will be updated and posted to the Crystal Park website. Amendments, replacements, or updates become effective 30 days after Board approval.

2. General Rules

2.1 In accordance with the Arlington County Noise Ordinance, Residents will keep noise levels sufficiently reduced to avoid disturbing a reasonable person of normal sensitivities.

2.1.1 Construction noise that can be heard outside of the Unit where it takes place will be limited to the hours between 9 a.m. and 5 p.m. Monday through Friday and the hours between 10 a.m. and 5 p.m. on Saturday and Sunday.

2.1.2 Notice of construction activities causing noise that can be heard outside the unit must be provided to immediately adjacent units 24 hours in advance of starting a job; however, this does not constitute a requirement for permission.

2.2 Animals, except working companion animals, are not allowed inside Association property.

2.3 Owners will be held responsible for damage to Association property caused by themselves, their families, tenants, guests or contractors.

2.4 The Association is not responsible for loss or damage of personal property of any kind.

2.5 Smoking is not permitted in common areas, including in the Pool Area.

2.6 Soliciting, including the posting and distribution of promotional material representing non-residents is not permitted on the Crystal Park Condominium property. Persons or businesses violating this Rule will be banned from the building.

2.7 All Association charges are due on the first day of each month. Late charges will be assessed for payments received after the tenth day of the month. Any assessment or fee past due to the Association in excess of 60 days must be paid by certified check.

2.8 Fees for Condominium access cards, fobs, access privileges and services are set by the Board, updated as needed, and contained in a Fee Schedule maintained by the Condominium Manager.

3. Safety and Security Rules

3.1 Building Access Devices

3.1.1 The Condominium Manager will issue and reissue access devices and will record the names of all holders of access devices.

3.1.2 The maximum number of access devices available to a Unit is the same as the maximum number of occupants permissible under Article VII, Section 4i of the By-Laws; plus two.

3.1.3 Temporary access devices may be issued by the Condominium Manager in addition to the stated Unit maximum for up to thirty days, or as approved by the Board for a longer period.

3.1.4 Residents must use their access devices to enter the building.

3.1.5 All secured points of exterior or interior entry are to be open only during actual ingress or egress and must never be left in an open position or propped open. Residents must not permit entry of unauthorized individuals into the building or garage.

3.1.6 Owners and Residents will have full access to all exterior doors and to the garage, except as noted below.

3.1.7 Building access device specific use authorizations include:

3.1.7.1 Employees of the Association, contracted service providers, and security guards may be assigned one device if deemed appropriate for their duties. The device will be programmed for access only during appropriate working schedules. The device will remain the property of the Association and be returned upon request or termination of employment.

3.1.7.2 The contract carrier for newspapers or such other authorized providers of service will, upon payment of a deposit as determined by the Board, be assigned one device. The device will be programmed for access only during appropriate service hours. It will remain the property of the Association and be returned upon request or termination of service. (See Fee Schedule.)

3.1.8 Lost or misplaced access devices must be reported to the Manager and will be replaced upon payment of a fee, as set by the Board. (See Fee Schedule.)

3.1.9 At least once every twelve months, a physical census of all assigned access devices will be made, and missing or unaccounted for devices will be deactivated. Reasonable notice will be given before deactivation.

3.2 Emergency Key: Residents are required to provide one copy of the key to their unit front door to the Condominium Manager to be secured in the Management Office and used only in case of the need for immediate access to the unit. In the event that a Resident changes the lock for the front door of their unit, they must provide a copy of the emergency key to the manager immediately.

3.3 Convenience Key: Residents may provide a second key to the Condominium Manager for the Resident's convenience in the event of a lock-out. A convenience key will only be available during the hours the Lobby Desk is staffed by Crystal Park employees.

3.4 All parking regulations as posted or indicated by the Association and/or local authorities must be observed and vehicles are to be operated at safe speeds.

3.5 No fuel, except in fuel tanks of vehicles; explosives, including fireworks; hazardous or volatile materials, including sparklers, may be stored on the premises.

4. Moving and Deliveries

4.1 Move-in will be permitted only after appropriate evidence of ownership or lease is presented to the Condominium Manager. Owners renting their Unit must provide to the Condominium Manager an emergency phone number for the Owner.

4.2 Prior to move-in the Resident will be provided and will sign a copy of these House Rules.

4.3 A copy of the procedures governing moves or deliveries should be obtained from the Condominium Manager prior to a move or major delivery.

4.4 Moves into or out of the Condominium or deliveries requiring use of the loading dock should be scheduled as far in advance as possible with the Condominium Manager or Lobby Desk staff and will follow procedures established by the Board. There is a fee for moving in, but not for moving out, as established in the Fee Schedule.

4.5 Residents should notify the Lobby Desk when expecting food or other deliveries, and cleaning or other contracted services. If the Resident does not expect to be at home, an admit slip may be filled out and left at the Lobby Desk to allow permission for entry. The Resident's convenience key [see 3.3] will then be given to the service provider or guest. If a convenience key is not left at the Lobby Desk, the service provider or guest will not be admitted.

4.6 The Association assumes no responsibility for the condition in which deliveries are received.

5. Interior Areas

5.1 Lobby Desk

5.1.1 The Association assumes no responsibility for loss or damage to any personal items left at the Lobby Desk.

5.1.2 As a courtesy, Residents should notify the Lobby Desk staff about expected guests.

5.2 Party Room, Card Room, Gym, Locker Room and Sauna

5.2.1 These facilities are solely for the use of Residents, Crystal Park staff, and their guests. People under 18 years of age must be accompanied by an adult.

5.2.2 The Board reserves the right to set schedules, fees, and hours for use. The Party Room may be reserved for private events, upon payment of a fee. See Fee Schedule. Group activities, including classes that are open to all Residents may be scheduled with the Condominium Manager at no charge.

5.2.3 Keys to the Card Room or Locker Room/Sauna may be signed out at the Lobby Desk.

5.2.4 Gym users should wipe down equipment after use and ensure that weights are lowered quietly.

5.3 Trash and Recycling

5.3.1 Trash chutes on each floor may be used only between the hours of 7 a.m. and 10 p.m.

5.3.2 All trash must be placed down the trash chute, not left on the floor of the trash room.

5.3.3 Any trash, such as boxes, that cannot be accommodated by the trash chute must be broken down flat and placed in the recycling area or in the area behind the service elevator.

5.3.4 Recycle containers are provided in the area behind the double doors next to the elevators on the Lobby level and by the mailboxes. Recycled materials should be deposited according to the posted directions, which will reflect the requirements of the contract recycling company.

5.4 Unit Exterior Doors

5.4.1 No additional locks will be placed upon Unit front doors without the prior approval of the Board.

5.4.2 Keys for replacement locks will be provided within 48 hours to the Condominium Manager to ensure a key is available to allow access in the event of an emergency.

5.5 Storage Areas

5.5.1 Residents, at their sole risk and without liability or responsibility on the part of the Association, may use their assigned storage cage without charge for the storage of any items not otherwise disallowed.

5.5.2 Nothing may be stored in any part of the storage area other than in the assigned or rented storage cage.

5.5.3 Unit owners may only rent their storage areas to other Crystal Park Residents.

6. Pool and Pool Area

6.1 The Board will establish hours for the Pool and Pool Area. The Pool or Pool Area may be closed at any time due to weather conditions, equipment breakdown, or other operational difficulties or at the discretion of the lifeguard on duty

6.2 One pass will be issued for each Resident permitted under Article VII, Section 4(i) of the By-Laws. Pool passes must be shown when entering the Pool Area. The Board may revoke pool passes for misuse or misconduct.

6.3 The Board may set limits on the number of pool guests per Unit and may also establish fee charges for guests. See Fee Schedule.

6.4 Children under 14 years of age in the Pool Area must be accompanied by an adult at all times.

6.5 Persons not toilet trained, in diapers, or incontinent are not permitted in the pool.

6.6 Use of the diving board may be discontinued at any time at the discretion of the lifeguard.

6.7 No drinking or eating is allowed in the pool.

6.8 Everyone must shower before entering the pool.

6.9 Items with wheels—with the exception of wheelchairs and similar medical devices, strollers, coolers, and small shopping carts—are not permitted in the Pool Area.

6.10 Non-shatterproof material, such as glass or porcelain, is not permitted beyond the glass doors at the entrance to the Pool Area.

6.11 Smoking is not permitted in the Pool Area

6.12 Boisterous or rough play and running are not permitted in the Pool Area.

6.13 During pool season, the barbecue grills may be used any time the Pool Area is open. The grills will be shut down no later than one-half hour before the Pool Area is closed to allow for clean-up. Grills must be cleaned after use. Soap must not be used on the grills. Grills must be re-covered when cooled.

6.14 After pool season, access to the barbecue grills may be obtained by securing the key to the Pool Area from the Lobby Desk. Grills must be cleaned after use. Soap must not be used on the grills. Grills must be re-covered when cooled.

7. Garage and Parking Areas

7.1 Parked vehicles must not block sidewalks, crosswalks, fire lanes, or driveways.

7.2 Parking Garage

7.2.1 The Parking Garage may not be used for storage apart from the specific exceptions shown below.

7.2.2 Personal grocery carts labeled with the owner's name and unit number may be stored in the Parking Garage, if secured behind guardrails, between pillars, or in specially designated cart storage areas.

7.2.3 Residents who require a personal mobility device, such as a wheelchair or scooter, to reach a vehicle parked in the garage, may apply to the Condominium Manager for arrangements for parking the device.

7.2.4 Owners may lease or rent their garage parking spaces only to other Crystal Park Residents. The lease or rental of garage parking spaces to non-Residents is strictly prohibited.

7.2.5 Except in emergency situations, motorized vehicles must not be repaired or maintained, nor may any lubricants or fuels be changed in the parking garage.

7.2.6 Oversized vehicles may not be parked in the Parking Garage without written permission of the Board and written consent of the owners, lessors, or renters of the adjacent or otherwise directly affected garage parking spaces.

7.3 Visitor Parking

7.3.1 Only Residents and their guests may use the Visitor Parking Lot.

7.3.2 Parking passes are required to park in the Visitor Parking Lot and may be valid for a period of up to seven days. Passes may be renewed with a reasonable request. Any vehicle without a parking pass displayed on its dashboard is subject to towing at the vehicle owner's expense. Extended parking by Residents or guests is not permitted and vehicles may not be stored in the lot.

7.3.3 Except in emergency situations, motorized vehicles may not be repaired or maintained, nor may any lubricants or fuels be changed in the Visitor Parking Lot. Car windows are not allowed to be replaced in the lot because of glass risk.

7.3.4 Washing vehicles is permitted in the Visitor Parking lot.

7.3.5 The guest parking area in front of the building is for 30 minute parking only.

8. Balconies, Private Patios, and Unit Exteriors

8.1 Nothing, with the exception of decorative items, may be attached to the exterior walls of the balconies or patios.

8.2 Cooking is not permitted on the balconies or patios.

8.3 Nothing may be thrown off balconies. Mops, brooms, or other similar items may not be shaken off balconies.

8.4 Items may be suspended from balcony railings but must hang inside the railing, with the exception of the flag of the United States of America, which may be flown outside balconies and patios in accordance with law and custom.

8.5 Balconies and private patios must not be used for storage.

9. Bicycles

9.1 Bicycles are not permitted in the Lobby area.

9.2 Bicycles may be rolled, but not ridden through the halls, stairways, or elevators in order to access a Unit. Care must be taken not to damage or soil floors or walls.

9.3 Bicycles may be stored only in bicycle storage area(s) designated by the Board.

9.4 Bicycles must be registered with the Management Office and will be assigned a space in the bicycle storage areas. Registration will be verified on an annual basis.

9.5 Residents may purchase a key to their assigned bicycle storage area for their personal use at such charge set by the Board. See Fee Schedule.

9.6 The maximum number of bicycles attributable to any unit that may be stored in the bicycle storage room is the same as the maximum number of Residents of that Unit as specified in Article VII, Section 4(i) of the Bylaws.

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

APPENDIX 1: DEFINITIONS

Access Devices: proximity cards or fobs issued by Management and used to gain access to secure areas of the Crystal Park property.

Association: the collective of Crystal Park Unit Owners.

Board of Directors (Board): elected or appointed executive officers of the Condominium as provided for in the By-Laws.

Common Areas: parts of the Condominium property not inside Condominium Units including: hallways, Lobby, Management Office and Lobby Desk area, Pool, Pool Area, Party and Card Rooms, Exercise and Locker Rooms, storage areas, elevators and stairwells, garage, Visitors' Parking Lot and driveways, and outside walkways and entrances.

Condominium: the Crystal Park building complex in which units are owned by individuals and the common areas are owned jointly by the Owners.

Condominium Manager: the person or persons employed by the Association to manage the Condominium property, or that person's official delegate.

Exterior Areas: areas on Condominium property beyond the structural walls of the building.

Guest: person(s) on Condominium property at the invitation of a Resident or Owner. Guests include personal visitors, contractors, or any other person provided temporary access to a unit or to the common areas.

Interior Areas: areas beyond the garage doors, loading dock doors, and entry doors to the building.

Lobby Desk: the counter in the Lobby.

Management Office: the office occupied by the Condominium Manager.

Owner: the legal Owner of record of a Condominium Unit.

Oversized Vehicle: A vehicle with more than four wheels on the roadway; a vehicle with tires with extend six (6) inches beyond the body; a vehicle, which extends the width of one parking space to the painted lines; a vehicle which extends beyond the length of the conveyed parking spaces.

Pool: the man-made structure containing a body of water.

Pool Area: the Pool and all decks, grounds, and other areas located within the perimeter enclosure, per Arlington County Code Ch 24.1.

Resident: person legally occupying a Condominium Unit.

Tenant: Resident occupying a unit as a renter.

Visitor Parking Lot: the area defined as such on the south side of the Condominium.

APPENDIX 2: ENFORCEMENT AND REMEDIES FOR VIOLATION OF THE CRYSTAL
PARK CONDOMINIUM INSTRUMENTS, BYLAWS, AND HOUSE RULES;

AND FOR FAILURE TO PAY ASSESSMENTS

1. Rules Committee

Pursuant to this Appendix, the Rules Committee of the Association exercises powers delegated to the Committee by the Board. The Committee will consist of an odd number, but not fewer than three members. The President of the Association will appoint the chair of the Committee. The other members of the Committee will 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 will recuse him/herself. An alternate Committee member may be nominated and appointed for that case only.

2. Enforcement of the Condominium Instruments, Bylaws, or House Rules

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.

2.1 Resolution Process

2.1.1 *Informal process:* Owners and Residents are encouraged to resolve violations privately and informally whenever possible.

2.1.2 *Formal process:* If an attempt at informal resolution is not successful, an individual may submit a written complaint to the Condominium manager or the Board President. The Board may refer such a complaint to the Rules Committee (the Committee) for further action. The Board may also initiate a complaint for referral to the Committee. A referral to the Committee will be in writing and contain a description of the facts, the names and addresses of any witnesses, and copies of any pertinent documents.

2.1.3 *Notice:* If the facts available indicate that a violation has occurred and that Committee action is appropriate, the Committee will send a written notice to the person alleged to be responsible for the violation (the Respondent). If the Respondent is not the Unit Owner, a copy of the notice will also be sent to the Unit Owner. The notice will be delivered to the Respondent by hand or by certified mail, return receipt requested. The notice will:

2.1.3.1 State that the provisions of this Appendix 3 have been invoked to address the alleged violation;

2.1.3.2 Cite the provision(s) of the Condominium instruments, bylaws, house rules, or other duly established rules, regulations, or policies allegedly violated;

2.1.3.3 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;

2.1.3.4 Demand that the alleged violation, if on-going, stop upon receipt of the notice;

2.1.3.5 State that, if a violation is established, the Committee may assess charges and/or suspend services in accordance with the procedure set out below;

2.1.3.6 State that the Respondent may:

- (a) Elect not to respond (a failure to respond within the required time will be deemed an election not to respond), or
- (b) Respond only in writing, or
- (c) Respond in writing and request a hearing with the Committee to respond in person;

2.1.3.7 State that the Respondent may be represented by counsel selected and paid for by the Respondent;

2.1.3.8 State that any response to the notice must be received by the Committee within 14 days from Respondent's receipt of the notice;

2.1.3.9 Provide a contact name and address of a Committee member;

2.1.3.10 Include a copy of this Appendix 3.

2.1.4 If the Respondent does not respond, the Committee will investigate further, if necessary, to establish the facts. The Committee will consider all available relevant information and reach a decision on the record. The decision will be communicated in writing to the Respondent, the Board, and, if appropriate, the Unit Owner. The Respondent may not appeal a decision made pursuant to this paragraph.

2.1.5 If the Respondent responds only in writing and does not request a hearing, the Committee will consider the response in light of all available relevant information and reach a decision on the record. The decision will be communicated in writing to the Respondent, the Board, and, if appropriate, the Unit Owner.

2.1.6 If the Respondent requests a hearing, the Committee will establish a date and time for the hearing convenient to the Committee, the Respondent, and any witnesses. The hearing will 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.

2.2 Hearing: Hearings will be open to the Condominium community. A notice of the date, time, and location of the hearing will be posted on the Condominium bulletin Board.

2.2.1 The hearing will be as informal as practicable consistent with principles of fundamental fairness. The hearing is not a legal proceeding and will not be governed by rules of evidence. The Committee may consider any information that the Committee finds useful.

2.2.2 The hearing will be conducted by the chair of the Committee or a delegee.

2.2.3 The Respondent may be, but is not required to be, represented by counsel.

2.2.4 The chair, or delegee, will briefly state the nature of the alleged violation.

2.2.5 The Respondent will have an opportunity to respond with any explanation or information the Respondent deems appropriate.

2.2.6 The Committee and the Respondent each may present witnesses and may each question any witness presented.

2.2.7 At the hearing, the Committee will attempt to reach an informal, consensual resolution of the matter without further proceedings. If a resolution is reached, the Committee will prepare a written memorandum of the resolution and provide copies to the Respondent, the Board, and, if appropriate, the Unit Owner. The Respondent may not appeal such a consensual resolution.

2.2.8 If no consensual resolution is reached, the Committee will proceed to a formal written decision on the record. The decision will state the facts found; the conclusions reached; and the assessments or suspension of services imposed, if any.

2.3 Remedies

If the Committee finds that a violation has occurred, the Committee may:

2.3.1 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. Charges may accrue from the first day of the violation, but will not exceed the maximums established by the Association, the Virginia Condominium Act or the Virginia Property Owners' Association Act; and/or

2.3.2 Suspend the Unit Owners' right to use facilities or services provided through the Association. Such suspension may include, but not be restricted to, any access to the Owner's Unit other than by the front door of the Condominium building, use of the Association's amenities, the swimming pool, deck area, party room, card room, gym, sauna, parking garage, visitor parking lot behind the building, and parking lot in front of the building, provided that such suspension will not endanger the health, safety, or property of any Unit Owner, tenant, or occupant. To implement such a suspension, all access cards issued to the affected unit will be reprogrammed to allow use only of the front lobby door.

2.3.3 Direct other corrective action in accordance with applicable statutes or the Association instruments, by-laws, and/or house rules.

2.4 Report to the Board.

The written decision of the Committee shall be communicated to the Respondent, the Board, and, if appropriate, the Unit Owner not later than 10 days following the hearing. If the Respondent does not appeal and the Board does not elect to review the decision pursuant to Section 2.5.6, 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.

2.5 Appeal

2.5.1 Except as noted in Section 2.1.4, a Respondent may appeal a Committee decision to the Board not later than 10 days following Respondent's receipt of the decision.

2.5.2 The appeal will be in writing.

2.5.3 The Board will 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.

2.5.4 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 will 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.

2.5.5 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.

2.5.6 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 will follow the procedures set forth in this Section 2.5.

2.5.7 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.

3. Enforcement of Remedies for Failure to Pay Assessments

The Board has the authority to initiate action for failure to pay assessments.

3.1 Informal process: The Condominium Manager or the Board will attempt to secure payment of past-due assessments informally with the defaulting Owner.

3.2 Formal process: If the Board is unable to come to an informal resolution with the Owner, the Board may refer the matter to the Rules Committee for further action.

3.2.1 A referral to the Committee will be in writing and contain a description of the facts, the names and addresses of any witnesses, and copies of any pertinent documents.

3.2.2 If the facts available indicate that a failure to pay assessments has occurred and that Committee action is appropriate, the Committee will send a written notice to the Unit Owner alleged to be in default (the Respondent). The notice will be delivered to the Respondent by hand or by certified mail, return receipt requested. The notice will:

3.2.2.1 State that the provisions of this Appendix 3 have been invoked;

3.2.2.2 Give a detailed statement of the alleged failure to pay;

3.2.2.3 Demand that the all assessments in arrears be paid immediately;

3.2.2.4 State that, if a failure to pay assessments is established, the Committee may recommend that the Board suspend services provided through the Condominium;

3.2.2.5 State that the Respondent may

(a) Elect not to respond, or

(b) Respond only in writing, or

(c) Respond in writing and request a hearing with the Committee to respond in person;

3.2.2.6 State that the Respondent may be represented by counsel selected and paid for by the Respondent;

3.2.2.7 State that the Committee should receive any response to the notice within 14 days from Respondent's receipt of the notice;

3.2.2.8 Provide a contact name and address of a Committee member;

3.2.2.9 Include a copy of this Appendix 3.

3.2.3 If the Respondent elects not to respond, the Committee will investigate further, if necessary, to establish the facts. The Committee will consider all available relevant information and reach a decision on the record. The decision will be communicated in writing to the Respondent and the Board. The Respondent may not appeal a decision made pursuant to this paragraph.

3.2.4 If the Respondent responds only in writing and does not request a hearing, the Committee will consider the response in light of all available relevant information and reach a decision on the record. The decision will be communicated in writing to the Respondent and the Board.

3.2.5 If the Respondent requests a hearing, the Committee will establish a date and time for the hearing convenient to the Committee, the Respondent, and any witnesses. The hearing will 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.

3.3 Hearing

Hearings will be open to the Condominium community. A notice of the date, time, and location of the hearing will be posted on the Condominium bulletin board.

3.3.1 The hearing will be as informal as practicable consistent with principles of fundamental fairness. The hearing is not a legal proceeding and will not be governed by rules of evidence. The Committee may consider any information that the Committee finds useful.

3.3.2 The hearing will be conducted by the chair of the Committee or a delegee.

3.3.3 The Respondent may be, but is not required to be, represented by counsel.

3.3.4 The chair, or delegee, will briefly state the nature of the alleged failure to pay.

3.3.5 The Respondent will have an opportunity to respond with any explanation or information the Respondent deems appropriate.

3.3.6 The Committee and the Respondent each may present witnesses and may each question any witness presented.

3.3.7 At the hearing, the Committee will attempt to reach an informal, consensual resolution of the matter without further proceedings. If a resolution is reached, the Committee will prepare a written memorandum of the resolution and provide copies to the Respondent and the Board. The Respondent may not appeal such a consensual resolution.

3.3.8 If no consensual resolution is reached, the Committee will proceed to a formal written decision on the record. The decision will state the facts found; the conclusions reached; and the suspension of services imposed, if any.

3.4 Suspension of Services

If the Committee finds that an Owner is in default for failure to pay assessments that are more than 60 days past due, the Committee may order that, pending an appeal if any, the Unit Owners' right to use facilities or services provided through the Association be suspended. Such suspension may include, but not be restricted to, any access to the Owner's Unit other than by the front door of the Condominium building, use of the Associations amenities, the swimming pool, deck area, party room, card room, gym, sauna, parking garage, visitor parking lot behind

the building, or parking lot in front of the building, provided that such suspension will not endanger the health, safety, or property of any Unit Owner, tenant, or occupant. To implement such a suspension, all access cards issued to the affected unit will be reprogrammed to allow use only of the front lobby door.

3.5 Report to the Board. The written decision of the Committee will be communicated to the Respondent and the Board not later than 7 days following the hearing. If the Respondent does not appeal and the Board does not elect to review the decision pursuant to Section 3.4.6, 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.

3.6 Appeal

3.6.1 Except as noted in Section 3.2.3, a Respondent may appeal a Committee decision to the Board not later than 10 days following Respondent's receipt of the decision.

3.6.2 The appeal will be in writing.

3.6.3 The Board will 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.

3.6.4 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 will agree on a resolution of the matter, including suspension of services, if any, and provide a written decision to the Respondent and the Committee.

3.6.5 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.

3.6.6. 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 will follow the procedures set forth in this Section 3.6.

3.6.7 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.