



# FAIRFAX VILLAGE III CONDOMINIUM HOMEOWNERS ASSOCIATION



## Rules and Regulations

Prepared by:

Fairfax Village Management

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**Common rules and regulations for condos vary per the development, but standard topics include pets, parking, noise levels and renovations. Condo require rules and regulations based on keeping the common areas a certain way.**

**Revised September 2016**

# Welcome . . .

**Fairfax Village is a neighborhood in the southeast quadrant of Washington, D.C., United States. Fairfax Village is located on the District-Maryland line in Ward 7, east of the Anacostia River.**



**Fairfax Village III Condominium is a relatively small village under the Umbrella of the Fairfax Village Community. Fairfax village has over a thirty years' tradition of being picturesque.**

**Fairfax Village is surrounded by 56 acres of trees and attractive landscaping, which always provides the intimate atmosphere of an eloquent community. Near the prestigious Pennsylvania Avenue. A sense of neighborhood pride has been established and maintained by our co-owners and the residents in accordance with the Declaration of Condominium and By-Laws of Fairfax Village Three Condominium Association.**

**The following rules and Regulations governing our community have been developed and adopted.**

**Pursuant to the Bylaws, residents share the responsibility of maintaining the appearance of the common areas. To this end, the following Rules and Regulations have been adopted by the Board of Directors of the Fairfax Village III Condominium Homeowners Association**

## **Rules and Procedures**

**Adopted 2005**

**In accordance with the Declaration of Condominium and By-Laws of**

**Fairfax Village III Condominium Association, the following rules and Regulations governing our community have been developed.**

**Fines and penalties will be levied for failure to comply with these Rules and Regulations as prescribed in the By-Laws.**

**The Rules and Regulations outlined in this manual explain the policies**

**and guidelines established by the Board of Directors of FV-3 Condominium Association to help protect and provide a peaceful environment for Fairfax Village community. It is the responsibility of the board of directors to administer and enforce the rules.**

**The Rules and Regulations outlined in this booklet explain the policies and Fairfax Village Three Condominium Association, guidelines established by the Board of Directors of Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the board of directors and management company to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium and residents are encouraged to report and violations of these rules to the management company and/ or the metropolitan police.**

**The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors**

**All charges and assessments imposed by the Fairfax Village III Association are due and payable on the first day of each month, unless otherwise specified. Payments can be sent by mail with check or money order made payable to Fairfax Village III Condominium Unit Owners Association at the address on the payment coupons/ on line provided by our Managing Agent. Cash is not accepted.**



**Living in a condominium means the actions of one homeowner/ unit owners or their guests can affect those of one or more other owners.**



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**Homeowner/ unit owners are responsible for their tenant's / occupant's actions or misconduct and adherence to the Rules and Regulations of the**

**Fairfax Village III Association. Each homeowner/ unit owners shall be responsible for providing their tenants with a current copy of the Association Rules and Regulations**

**Complaints.** Complaints regarding the management of the Condominium or regarding actions of other homeowner/ unit owners shall be made in writing to the Management Company and the Board of Directors. No homeowner/ unit owners shall direct, supervise or in any manner attempt to assert control over or request a favor of any of the Managing Agent or the homeowner/ unit owners Association.

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### **Procedure for Infractions**

- A. A letter sent to the homeowner and their tenant stating the infraction.**
- B. Second letter is sent by Legal with the cost passed to homeowner/tenant.**

**However,** it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium and residents are encouraged to report and violations of these rules to the management company.

**Insurance** Nothing shall be done or maintained in any condominium unit or on any Common Area, which will increase the rate of insurance on any condominium unit, limited common area, or the Common AREAs that result in the cancellation of insurance. Nothing shall be done or maintained in any condominium unit, limited common area in the Common Area, which is in violation of any law



**Fire Code** All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the **homeowner/unit owners** alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

#### District of Columbia

#### Chapter 7. Fire Safety.



#### § 6-701.06. Obstruction of halls and stairways.

It shall be unlawful to obstruct any hall, passageway, corridor, or stairway in any building enumerated in this part with baggage, trunks, furniture, cans, or with any other thing whatsoever



**Fire Department Regulations mandate that Propane Grills are NOT ALLOWED and their use or storage is prohibited. NO CHARCOAL LIGHTING FLUID MAY BE USED.**

**Creates a hazard and will increase our insurance**

## **Combustion Materials**

**There shall not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.**



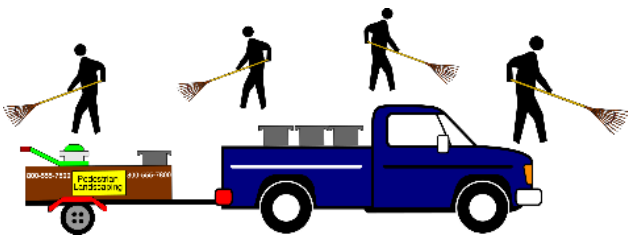
**Leasing of Units. All the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use, and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as a homeowner/ unit owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such homeowner/ unit owners and tenant designating the Association as the homeowner/ unit owner's agent for and with the authority to terminate any such lease or rental agreement in the event of violations by the tenant of the terms and provisions of the Condominium Documents or Condominium Rules and Regulations. The right of a homeowner/ unit owners Owner to lease or rent his Unit shall be restricted as described in the Declaration**

**YOUR COOPERATION IN COMPLYING WITH THESE RULES WILL BE GREATLY APPRECIATED BY ALL**

## Leasing

**Homeowner/ unit owners who lease their units may use either the District of Columbia Board of Realtors standard lease, normally used when a realtor is involved, or use the Fairfax Village III Condominium Associations lease. In either event, a Fairfax Village III Condominium Associations lease. In either addendum is required to be affixed**

- a. When a homeowner/ unit owner's unit owner leases his/her unit and no longer resides at Fairfax Village III Condominium Associations The homeowner/ unit owner's unit owner thereby takes all rights for facility use to the lessee**
- b. Homeowner/ unit owners are responsible for their tenant's / occupant's actions or misconduct and adherence to the Rules and Regulations of the Fairfax Village III Association. Each homeowner/ unit owner's owner shall be responsible for providing their tenants with a current copy of the Association Rules and Regulations**



## Landscaping



### A. Conditions for Homeowner Plantings

1. All plantings, except annuals, require the advance approval of the executive Board.
2. All plantings are subject to review by **Fairfax Village III Association Board of Directors** (FV-3 BOD). The Association has the right to require a homeowner/ unit owner's h to remove plantings at any time upon written notification.



**The homeowner/ unit owners shall be responsible for restoring the landscaping to its original condition.**

3. The homeowner/ unit owners shall be responsible for maintaining his/her own plantings, including; but not limited to flower beds, always.
4. Once planted by the homeowner/ unit owner's, the plantings become the property of the **Fairfax Village III Condominium Association** and may not be moved. The homeowner/ unit owners shall be responsible for either replacing dead plantings or restoring the landscaping to its original condition.

### **B. Guidelines for Unit Owner Plantings**



**, Foundation plantings in the front and side of any unit shall not**

**protrude more than four feet from the foundation. Borders for flowerbeds, must be in earth tones or brick.**

**Creates a hazard and will increase our insurance**





**2 Flowerboxes, planters and hanging baskets are prohibited.**

**3. There are to be no flowerbeds in the lawns or along the walkways.**

**Creates a hazard and will increase our insurance**

**4. No change in the grade of any portion of the landscaping, including but not limited to lawns and flowerbeds, may be made without prior consent of the Executive Board.**

## Motor Vehicles



**A. Shall not be parked on/in any common areas.**



**B. No unregistered or inoperable vehicles shall not on Fairfax Village III Association property.**



**C. No motor vehicle may be disassembled, nor major repairs made on Association property. This includes; but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and bodywork. Under no circumstances may cars be left unattended while on jacks or blocks.**



**D. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garages, driveway, or other common or private areas.**



**E. All Motor Vehicles, ATV & Motorcycle vehicles including, but not limited to moving vans, are prohibited on Fairfax Village III Association lawn areas. The homeowner/ unit owners shall be responsible (for their tenants and guess) for the expense of restoring the landscaping or common area to its original condition, if any damage occurs.**

**F. Vehicles in violation will be towed at homeowner/ unit owners' expense.**



**. NO tent, camper trailer, automobile trailer or other movable or portable structure is permitted on the premises; and any such vehicles or structures.**

**said NO commercial vehicles shall be kept upon or in front of premises except about the servicing and maintenance of premises.**

## Pets



**Dogs are permitted: 30 pounds or under.**

**A comfort animal, and many people have different names for animals that aid in the medical treatment of humans. Whatever their name, their purpose is simple: to improve the mental or physical health of a patient. The statute is clear that the animal must be specially trained.**

- A. FV-3 Board of Directors may request documentation or ask for medical documentation of a homeowner/ unit owners' illness so that you can make a fair determination of the need for a comfort animal.**
- B. A service dog is a type of assistance dog specifically trained to help people who have disabilities, such as visual impairment, hearing impairments, mental illnesses.**
- C. Dogs and cats must be maintained.**
- D. They cannot be a nuisance or an annoyance in the common areas or in your units.**
- E. They must be kept in compliance with the licenses and inoculation ordinances of the District of Columbia.**
- F. Homeowner/ unit owners (their guests, children, tenants and residents) who are the custodians of pets shall not allow pet (s) to run at large (roaming, running or self-hunting) in the Common Area of Fairfax Village III.**
- G. Pets must, always, be accompanied and under the full control of their owners (their guests, children, tenants and residents) in any portion of the common areas or limited common areas. Dogs must be **leashed** always.**
- H. Animals must be curbed away from the Association property; owners (their guests, children, tenants and residents) must **not** allow pets to relieve themselves on Association property.**



- I. However, if an animal accidentally relieves its self-Fairfax Village III Association property, the pet owner shall immediately clean up after it.



- J. Homeowner/Unit owners shall be responsible for all damages to Fairfax Village III Association property caused by their pets, children, tenants, or guests.

## Exterior Modifications

To provide for congenial occupancy of the property and for the protection of the values of the units, the use and the property shall be restricted to and shall be in accordance with the following provisions: “No nuisances, excessive noise, obnoxious objectionable conduct shall be allowed by a unit owner or owner guest, nor shall any use or practice be allowed which interferes with the peaceful possession or proper use by its residents

### I. Additions, Alterations, Improvements

- A. To protect the structural integrity of Fairfax Village III Condominium buildings and their insurability, the Board of Directors has adopted rules and procedures for homeowner/unit owners to follow, when planning alterations to their units. No homeowner/unit owners shall make any structural addition, alteration or improvement to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building Or common area.

**B. Satellite and Dish installations in or on the common property is**

**PROHIBITED.** The FCC's rule does not require an association to allow the installation of a satellite dish on or in a common area, such as a walkway, hallway, community garden, protrude from unit window, common area exterior wall or roof. Drilling through a common element exterior wall and bricks as an example, to run the cable into a condominium unit is **not permitted** because the exterior wall is the condominium common area.



## Structural Integrity

Nothing shall be done in any Unit or on the Common Area which may impair the structural integrity of the building, which may structurally change the building, and or another unit shall anything be altered or constructed on or removed from the Common Area



### I. Window Treatments

**A. Curtains, draperies or blinds may be installed on windows so long as they follow the guidelines in this document and issued by the Board of Directors**

## II. Doors and Windows



**A. Only doors and replacement windows which follow the guidelines in this document and approved by **Fairfax Village III Association the Board of Directors** may be installed.**

**To ensure a uniform external appearance to the building, all window treatments must show an exterior color that is almond in color.**

**Sheets, plastic, cardboard, plywood and other such materials are prohibited except for limited temporary use following a casualty to a unit.**

**A. Window treatments installed in all windows and doors of a unit must be maintained in good condition by Homeowner/Unit owner.**

**B. Homeowner/Unit owner is responsible for any damage resulting from the installation to the unit and the common area.**

**C. Homeowner/Unit owner is responsible for maintenance.**

**D. Homeowner/Unit owner is responsible for restoration to the original condition and any damage to the existing structure or common area directly attributable to the addition.**



## **WINDOW UNITS ARE NOT ALLOWED!**

**II.) In accordance with the Fairfax Village III Condominium Bylaws and Leasing Information, window air conditioning units are **not permitted.****

**Any violation of this, HOMEOWNERS will be assessed a daily fee each day, after being notified. Concerning indoor or outdoor air-condition replacements: If you need to replace /repair your indoor unit or outside air conditioning unit. YOUR HVAC Company/ Contractor must be licensed and bonded. You are liable for any work done to your place or in the common area.**

## **II. Painting**

**Front doors may be repainted/ or replace with the existing color.**

## **III. Front Door Hardware**

**A. Drop locks, peepholes and door knockers of a non-ornamental type may be affixed/replaced to the unit front door with the existing color.**

**B. Unit owner/ Homeowner is responsible for any kind of damage to the unit entry door in the multi-unit or town house resulting from (guess. tenants, residents and or children) the installation, and for the maintenance and / or restoration to original condition.**

**C The homeowner of the unit is responsible for any damage resulting from the addition. The homeowner is responsible for the expense of maintenance, including but not limited to painting.**



**E The homeowner/ Unit owner is responsible for any damage to the entry door or Security door to the multi-unit. The homeowner is responsible for the expense of maintenance. In the event of removal or damage in the common area the property shall be restored to its original condition by the Unit Owner at owner expense.**

## **B. Storm/Screen Doors and Windows**

**A. Only screen doors and storm windows which follow the guidelines in this document and approved by **Fairfax Village III Association the Board of Directors** may be installed.**

**B. Homeowner/Unit owner is responsible for restoration to the original condition and any damage to the existing structure or common area directly attributable to the addition.**

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## **Use of the Common Areas**

To provide for congenial occupancy of the property and for the protection of the values of the units, the use and the property shall be restricted to and shall be in accordance with the following provisions: “No nuisances, excessive noise, obnoxious objectionable conduct shall be allowed by a unit owner or owner guest, nor shall any use or practice be allowed which interferes with the peaceful possession or proper use by its residents

**Homeowner/ unit owners are responsible for their children, guess, tenant's, occupant's actions or misconduct and adherence to the Rules and Regulations of the Fairfax Village III Association. Each owner shall be responsible for providing their tenants with a current copy of the Association Rules and Regulations**



**A. There shall be **no obstruction** of the common area nor shall anything be stored in the common area.**

**B. Damage to the common area caused by the actions of a homeowner/unit owner or /and the actions of his/her children, pets, guests, tenants shall be repaired or replaced at the expense of the homeowner/unit Owner.**

**C. No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the common area. (which includes the front and limited back of townhouses). The common areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter.**

**Storage is prohibited. It creates a hazard and will increase FV-3 rate of insurance.**

**D. Fire Department Regulations mandate that Propane Grills are NOT ALLOWED and their use or storage is prohibited. NO CHARCOAL LIGHTING FLUID MAY BE USED.**

**It creates a hazard and will increase FV-3 rate of insurance.**

**To provide for congenial occupancy of the property and for the protection of the values of the units, the use and the property shall be restricted to and shall be in accordance with the following provisions: "No nuisances, excessive noise, obnoxious objectionable conduct shall be allowed by a unit owner or owner guest, nor shall any use or practice be allowed which interferes with the peaceful possession or proper use by its residents**

## Reminder:



It is **illegal to smoke** (anything) in the Common Areas including, but not limited to: Hallways, Front stoops, Lawns and Stairwells. **ALL Violators will be reported to the Authorities. CALL 911**



Homeowners will be notified and will incur **Special Assessments** pursuant to the by-laws

**It creates a hazard and will increase FV-3 rate of insurance.**

## Recycling

**Recycling is (required by the District of Columbia law), used newspapers shall be deposited in the recycling containers.**

- a. **All containers deposited for recycling shall first be emptied and rinsed. (Homeowner/ Unit Owners must comply with the more detailed recycling instructions issued by the District of Columbia.**
  
- b. **No garbage or trash shall be placed in the Common Area. No containers, clothes or bags of any kind shall be placed in the multi-unit halls or on the staircase landings. Kitty litter shall be double bagged and tied.**

**No ball playing or organized sports on **Fairfax Village III Association Property.** (common areas)**

## **VANDALISM / OBSTRUCTION**

**To provide for congenial occupancy of the property and for the protection of the values of the units, the use and the property shall be restricted to and shall be in accordance with the following provisions: “No nuisances, excessive noise, obnoxious objectionable conduct shall be allowed by a unit owner or owner guest, nor shall any use or practice be allowed which interferes with the peaceful possession or proper use by its residents**

- ❖ Owners are responsible for their children, guess, tenant's, occupant's actions or misconduct and adherence to the Rules and Regulations of the Fairfax Village III Association.**
- ❖ Each owner shall be responsible for providing their tenants with a current copy of the Association Rules and Regulations**

**1. Any defacing or deliberate damage to the building, or common areas is prohibited. Any such damage shall be promptly repaired at the expense of the responsible homeowner.**

**2. Nothing shall be done on or kept in the common areas which would result in the cancellation of insurance on the building or contents thereof or would be in violation of any public law, ordinance or regulation.**

**3. Baby carriages, bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property will not be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere in the common areas.**

**4. Nothing shall be stored in the common areas. Entrances, halls, stairways and other similar common areas of the building must not be obstructed or used for any purpose other than entering or leaving the building.**

**5. No rug or other obstructions shall be placed outside a unit doorway in the common area's hallway or the security entrance.**

## **Miscellaneous**

**Homeowner/ unit owners are responsible for their children, guests, tenant's, occupant's actions or misconduct and adherence to the Rules and Regulations of the Fairfax Village III Association. Each owner shall be responsible for providing their tenants with a current copy of the Association Rules and Regulations**

**Littering.** Littering is a nuisance. Receptacles have been conveniently located throughout villages

**UNIT OWNERS** are requested to help keep Fairfax Village clean and attractive by using those receptacles.

## A. Annoyance

1. **Any use or practice which a source of annoyance to residents is or which interferes with the peaceful possession and proper use of the property by its residents is prohibited.**
2. **No obnoxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to the other occupants.**
3. **No UNIT OWNER shall make or permit any disturbing noises in the building or in any other part of the condominium complex or do or permit anything that will interfere with the rights, comforts or convenience of another occupant**



## 2. Nuisances.

**homeowners shall make or permit the family, friends, tenants or persons to make any disturbing noises or permit anything to be done by such persons which will interfere with the rights, comforts or convenience of other occupants of the building.**



**No** nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners.

All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist.



Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.



One shall place trash or other refuse in the Common Elements of Limited Common Elements, or outside of their unit at any time. Trash must be contained in a securely tied plastic bag of suitable strength and immediately disposed of in provided trash containers. No loose items or bags are to be left on the ground for collection.

**b.** There will be no littering. Paper, cans, bottles, cigarette butts, foods and other trash are to be disposed only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the grounds or other Common Elements Awful Use.

**c.)** No immoral; improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.



**3. No homeowners shall make or permit the family, friends, tenants or visitors to make any disturbing noises or permit anything to be done by such persons which will interfere with the rights, comforts or convenience of other occupants of the building.**

**4 Sounds from any unit any kind and televisions, radios, stereos, musical instruments and other forms of music or noise producing entertainment devices and singing should be kept at low enough volume levels so as not to unreasonably disturb other occupants of the building.**

**5 This rule applies to both day and evening use and activities.**



## **B. Outside Attachment to Building**

**1. The homeowner shall not cause or permit anything to be**

**hung or displayed on the outside of windows.**

**2. The homeowner shall not cause or permit anything to be placed on the outside walls of any building.**

**4. The homeowner shall not permit signs or awnings.**





- 5. The homeowner shall not permit TV antennas or Dish shall be affixed to or placed on the exterior walls or roofs or any part thereof.**

### **C. Signs / For Sale / For Rent / Other**

- 1. No “For Sale/For Lease” signs shall be placed in the windows.**
- 2. No signs of any type shall be placed on the common area, or to be visible from the common area.**

### **Combustion Materials**

**There shall not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.**

### **Insurance Requirements**

**Nothing shall be done or kept in any of the Common Elements that will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors.**



**No UNIT OWNER shall permit anything to be done or kept in his or her Unit or on the Common and/ limited Common Elements that will result in the cancellation of insurance on the building or contents thereof or that would be in violation of any public law, ordinance or regulation.**

**No gasoline or other explosive or flammable material may be kept in any Unit or storage area. No waste shall be deposited on the Common Elements.**

## **Seasonal Decorations**

- 1. Seasonal decorations, including decorative lights, are not permitted on the front of the units.**
- 2. Seasonal decorations should be removed promptly after the appropriate holiday.**
- 3. The **Fairfax Village III Association** has the right to require any owner to remove any decorations upon written notification to that effect.**

## **Smoke Detectors / Carbon Dioxide**

**All homeowners shall install smoke detectors and Carbon Dioxide The homeowner must maintain in good operating condition.**

### **REQUIREMENTS FOR SMOKE ALARMS AND CARBON MONOXIDE ALARMS IN WASHINGTON DC**

**In existing housing: At least one on every floor and centrally located outside of sleeping areas. At least one must be hardwired, for the rest, battery operated is ok. Sometimes sleeping areas are spread out so far that it takes two alarms on large sleeping levels. Basements and finished attics are included. This goes back to the 1981 smoke alarm code. responsible for keeping the smoke detector(s) operable always.**

**Carbon monoxide alarms CO**

**: There must be a CO detector in the hallway in the immediate vicinity outside of every sleeping area. In existing work: When work is done requiring a permit, CO detectors must be installed as in new work. CO detectors are only required in houses with fuel burning appliances \***  
**The source of the information is DC Fire Marshall Faust.**

## **Enforcement of Rules and Regulations**

**The Fairfax Village III Association (FV-3) Board of Directors after a Notice and Hearing will assess the fine to the homeowner for all violations.**

**Complaints.** Complaints regarding the management of the Condominium or regarding actions of other UNIT OWNERS shall be made in writing to the Management or the Board of Directors. No UNIT OWNER shall direct, supervise or in any manner attempt to assert control over or request a favor of any of the Managing Agent or the Unit Owners Association.





