

Important Information

The logo graphic consists of a blue chevron pointing right, followed by a grey chevron pointing left, creating a stylized 'F' shape.

**FirstService**  
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

**6631 Wakefield Dr, # 116  
Alexandria, VA 22307**

Disclosure Documents

A graphic element consisting of three overlapping rectangular blocks in shades of gray, arranged in a stepped, L-shaped fashion.

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**6631 Wakefield Dr, # 116  
Alexandria, VA 22307**







**Closing Remittance Page**

**REMITTANCE ADDRESS:**

**River Towers Condominium UOA  
Attn: Settlements Team  
11351 Random Hills Rd Suite 500  
Fairfax, VA 22030**

**NOTE: The remittance page is required to be completed by the closing agent and returned with the signed resale certificate, closing fees and one of the following items: Deed, HUD1, Alta or Closing Statement, before a new owner will be updated in our systems.**

**Instructions:** Please complete the below information and return to the above remittance address along with any/all applicable closing payments.

Closing Date:	
Complete Unit Address	
Seller's Name(s)	
Buyer's Name(s)	
Buyer's Email Address	
Buyer's Billing Address	

Transactions list on the Closing Disclosure	Buyer's Fees (enter amount)	Seller's Fees (enter amount)
1. Adjustment for items paid by seller in advance (if applicable)		
2. Adjustments for items paid by seller (if applicable)		
3. Prepayment of Dues - Paid by buyer (if applicable)		
4. Capital Contribution (if applicable)		
5. Membership Fee (if applicable)		
6. Other Fee (specify)		
7. Other Fee (specify)		
8. Other Fee (specify)		

Closing Agent Name & Phone Number	
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FirstService Residential  
11351 Random Hills Road, Suite 500  
Fairfax, VA 22030  
(703) 385-1133 • Fax: (703) 591-5785



# Certificate for Virginia Condominium Resale

## AS-A72495

**River Towers Condominium Unit Owners Association, Inc.**  
**This certificate has been prepared on May 27, 2022**  
**on behalf of Ornos Llc and Bella Realty Llc, owner(s) of**  
**6631 Wakefield Dr, # 116, Alexandria, VA 22307**

**All fees and costs for the Resale Certificate or Association Disclosure Packet shall be the personal obligation of the unit owner or lot owner and shall be an assessment against the lot and collectible as any other assessment in accordance with the provisions of the condominium instruments or declaration and 55.1-1964, if not paid at settlement or within 60 days of the delivery of the Resale Certificate or Association Disclosure Packet, whichever occurs first.**

The Condominium Act of Virginia, **SECTION 55.1-1991**, refers to specific information and statements to be obtained from the unit owners' association and provided to the purchaser prior to the contract date of disposition. This Certificate for Condominium Resale is in response to those specific requirements.

Any unit owner, either as seller or purchaser, should review carefully this Certificate for Condominium Resale and all enclosed documents. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

**SECTION 55.1-1966.** of the Virginia Condominium Act requires a statement setting forth the amount of unpaid assessments currently levied against the unit to be sold.

The following amount is the balance for the unit as of 05/27/2022:

**In Collection, please contact Marla Diaz at 703-280-9131 for the balance amount and additional fees.**

**SECTION 55.1-1969** of the Virginia Condominium Act requires a statement concerning the existence or creation of any right of first refusal or other restraints on the free alienability of the condominium unit.

The Section of the Virginia Condominium Act reads as follows:

Restraints on alienation: If the condominium instruments create any rights of first refusal or other restraints on free alienability of the condominium units, such rights and restraints shall be void unless the condominium instruments make provision for promptly furnishing to any unit owner or purchaser requesting the same a recordable statement certifying to any waiver of, or failure or refusal to exercise, such rights and restraints, in all cases where such waiver, failure, or refusal does in fact occur. Failure or refusal to furnish promptly such a statement in such circumstances in accordance with the provisions of the condominium instruments shall make all such rights and restraints inapplicable to any disposition of a condominium unit in contemplation of which such statement was requested.

Any such statement shall be binding on the association of unit owners, the executive organ, and every unit owner.

**THE CONDOMINIUM INSTRUMENTS DO NOT CREATE ANY RIGHTS OF FIRST REFUSAL OR OTHER RESTRAINTS PER SE ON FREE ALIENABILITY OF THE CONDOMINIUM UNITS. HOWEVER, THE COVENANTS, CONDITIONS AND RULES/REGULATIONS SET FORTH IN THE GOVERNING DOCUMENTS DO IMPOSE CERTAIN RESTRICTIONS THAT ARE BINDING ON ALL CONDOMINIUM OWNERS AND OCCUPANTS. THESE SHOULD BE REVIEWED AND UNDERSTOOD BY ALL SUCCESSORS IN TITLE TO CONDOMINIUM UNITS.**



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## Certificate for Virginia Condominium Resale (continued)

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**SECTION 55.1-1991 A.2** of the Virginia Condominium Act requires a statement of any expenditure of funds approved by the unit owners' association or the executive organ which shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year.

**BOARD OF DIRECTORS OF THE RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION HAS ADOPTED A SPECIAL ASSESSMENT WITH EACH UNIT OWNER BEING ASSESSED PURSUANT TO THEIR RESPECTIVE PERCENTAGE INTERESTS. THE ASSESSMENT COVERS REPAIRS AND REPLACEMENTS TO THE COMMON ELEMENT COLUMNS AND PORTE COCHERE AREAS, AS WELL AS THE PARTS OF THE PORTE COCHERE AREAS OF ALL THREE CONDOMINIUM BUILDINGS, INCLUDING THE UNITS ABOVE THE PORTE COCHERE. THE ASSESSMENT TERM IS SEPTEMBER 2018 THROUGH AUGUST 2033.**

**SECTION 55.1-1991 A.3** of the Virginia Condominium Act requires a statement, including the amount, of all assessments and any other fees or charges currently imposed by the unit owners' association, together with any known post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, and the status of the account.

Assessment:	<b>\$286.00 due Monthly on the 1st day of the payment period</b>
Prepayment of Assessments:	<b>\$572.00 amount due from buyer at closing, payable to River Towers Condominium Unit Owners Association, Inc..</b>
Special Assessment:	<b>\$3,680.10</b>
Move-in Fee = \$200.00:	<b>\$200.00 ( Move-In Fee - PAID ON-SITE - DO NOT COLLECT AT CLOSING ) ( Nonrefundable )</b>
Move-In Security Deposit = \$100.00:	<b>\$100.00 ( Move-In Security Deposit - PAID ON-SITE - DO NOT COLLECT AT CLOSING ) ( Refundable )</b>
Special Assessment:	<b>\$54.52 ( Two Months Prepayment Required if the seller does not pay the balance (listed above) of the assessment at closing, the buyer will assume the balance of the assessment and should prepay two months at closing )</b>
Recreation or other recurring fees:	<b>\$27.26 due Monthly on the 1st day of the payment period (Special Assessment - runs through August 2033. if the balance is not paid in full at closing, the buyer will assume the remainder of the balance.)</b>
Late Charge:	<b>\$35.00 will be attached to any assessment received 10 day(s) after due date</b>
Resale Disclosure Fee:	<b>\$264.08 Payment in full has been received</b>



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**SECTION 55.1-1991 A.4** of the Virginia Condominium Act requires a statement whether there is any other entity or facility to which the unit owner may be liable for fees or other charges.

**NO PORTION OF THIS ASSOCIATION IS PART OF ANY OTHER ENTITY OR FACILITY TO WHICH THE UNIT OWNER IS LIABLE FOR FEES OR OTHER CHARGES.**

**SECTION 55.1-1991 A.5** of the Virginia Condominium Act requires the current reserve study report or a summary thereof, a statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the executive organ.

The Board of Directors has the discretion to spend reserve funds for specific projects as the need arises. Such expenditures (example: roof replacement or repairs) are not normally placed before the membership for discussion, but are a part of the regular business operations of the community. Any prospective purchaser can inquire with the management agent of Board of Directors to ascertain any immediately pending projects within the community that would require the use of reserve funds.

**SEE ENCLOSED BUDGET, FINANCIAL STATEMENTS AND RESERVE STUDY.**

**SECTION 55.1-1991 A.6** of the Virginia Condominium Act requires a copy of the unit owners' association's current budget or a summary thereof prepared by the unit owners' association and a copy of the statement of its financial position (balance sheet) for the last fiscal year for which a statement is available, including a statement of the balance due of any outstanding loans of the unit owners' association.

**SEE ENCLOSED FINANCIAL STATEMENTS. \$1,212,476.22**

**SECTION 55.1-1991 A.7** of the Virginia Condominium Act requires a statement of the nature and status of any pending suits or unpaid judgments to which the unit owners' association is a party which either could or would have a material impact on the unit owners' association or the unit owners or which relates to the unit being purchased.

**NONE NOTED AT THIS TIME.**

**SECTION 55.1-1991 A.8** of the Virginia Condominium Act requires a statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association, including the fidelity bond maintained by the unit owners' association, and what additional insurance coverage would normally be secured by each individual unit owner.

Insurance Company: **Preferred Insurance Services, Inc.**  
Agent: **Preferred Insurance Services, Inc.**  
Address: **4035 Ridge Top Road, Suite 150 Fairfax, VA 22030**  
Phone: **(703) 359-5910**  
Fax: **(703) 359-5925**

**MEMBERS SHALL OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR UNITS.**



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# Certificate for Virginia Condominium Resale (continued)

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**SECTION 55.1-1991 A.9** of the Virginia Condominium Act requires a statement that any improvements or alterations made to the unit, or the limited common elements assigned thereto, are or are not in violation of the condominium instruments.

**UPON INSPECTION OF THIS PROPERTY, NO VIOLATIONS OF THE GOVERNING DOCUMENTS WERE NOTED, AND THERE ARE NO WRITTEN NOTICES OF VIOLATION OF THE GOVERNING DOCUMENTS FOR THIS ADDRESS IN OUR FILES AS OF THIS DATE.**

**SECTION 55.1-1991 A.10** of the Virginia Condominium Act requires a copy of the current bylaws, rules and regulations and architectural guidelines adopted by the unit owners' association and the amendments thereto.

**SEE ENCLOSED DOCUMENTS**

**SECTION 55.1-1991 A.11** of the Virginia Condominium Act requires a statement of whether the condominium or any portion thereof is located within a development subject to the Property Owners' Association Act (Section 55.1-1800 et seq.) of Chapter 19 of Title 55.1.

**NO PORTION OF THIS CONDOMINIUM IS LOCATED WITHIN A DEVELOPMENT SUBJECT TO THE PROPERTY OWNERS' ASSOCIATION ACT.**

**SECTION 55.1-1991 A.12** of the Virginia Condominium Act requires a copy of the notice given to the unit owner by the unit owners' association of any current or pending rule or architectural violation.

**N/A**

**SECTION 55.1-1991 A.13** of the Virginia Condominium Act requires a copy of any approved minutes of the executive organ and unit owners' association meetings for the six calendar months preceding the request for the resale certificate.

**SEE ENCLOSED DOCUMENTS**

**SECTION 55.1-1991 A.14** of the Virginia Condominium Act requires certification that the unit owners' association has filed with the Common Interest Community Board the annual report required by §55.1-1980; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing.

**THE ASSOCIATION HAS FILED WITH THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION OF THE COMMONWEALTH OF VIRGINIA. THE ASSOCIATION'S LICENSE NUMBER IS 0550000391. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS:**  
**11/30/2022.**

**SECTION 55.1-1991 A.15** of the Virginia Condominium Act requires a statement of any limitation on the number of persons who may occupy a unit as a dwelling.

**THERE IS NO LIMITATION OTHER THAN COUNTY, CITY, STATE OR LOCAL JURISDICTION REGULATIONS GOVERNING THE NUMBER OF PERSONS OCCUPYING A UNIT AS A DWELLING.**



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## Certificate for Virginia Condominium Resale (continued)

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**SECTION 55.1-1991 A.16** of the Virginia Condominium Act requires a statement setting forth any restrictions, limitation or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag.

**U.S. FLAGS MAY BE DISPLAYED BETWEEN SUNRISE AND SUNSET ON THE FOLLOWING DAYS: INAUGURATION DAY, MARTIN LUTHER KING'S BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, FLAG DAY, INDEPENDENCE DAY, ARMED FORCES DAY, LABOR DAY, SEPTEMBER 11TH, COLUMBUS DAY, ELECTION DAY, VETERANS DAY, PEARL HARBOR DAY (DECEMBER 7TH) FLAGS MAY BE DISPLAYED ON A PATIO OR BALCONY ON A FLAG STAFF WITH THE UNION (STARS) OF THE FLAG PLACED AT THE PEAK OF THE STAFF. WHEN DISPLAYING THE U.S. FLAG ON A STAFF ON BALCONIES, THE STAFF MAY NOT EXTEND BEYOND THE INSIDE OF THE BALCONY RAILING. GENERAL FLAG ETIQUETTE SHOULD BE FOLLOWED AT ALL TIMES WHEN DISPLAYING THE U.S. FLAG.**

**SECTION 55.1-1991 A.17** of the Virginia Condominium Act requires a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's lot.

**UNIT OWNERS ARE PROHIBITED FROM INSTALLING SOLAR ENERGY DEVICES.**

**SECTION 55.1-1991 A.18** of the Virginia Condominium Act requires a statement indicating any known project approvals currently in effect issued by secondary mortgage agencies.

**VA APPROVED**

**SECTION 55.1-1991 A.19** of the Virginia Condominium Act requires a copy of the fully completed form developed by the Common Interest Community Board pursuant to 54.1-2350.

**SEE ENCLOSED FORM**

In compliance with the requirements set forth in the Common Interest Community Board form developed in accordance with 54.1-2350 a copy of the association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50 shall be enclosed with this packet.

**SEE ENCLOSED FORM**

The following notice is being provided pursuant to Virginia HB 2019.

**REGULAR ANNUAL OR SPECIAL ASSESSMENTS PAID BY THE OWNER TO THE ASSOCIATION MAY BE USED FOR THE CONSTRUCTION OR MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES.**

The following notice is being provided pursuant to Virginia HB 720. A statement of any restrictions on the size, place, duration, and manner of placement or display of political signs by an owner:





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**N/A**

This disclosure packet was prepared by the Association on 05/27/2022.

FirstService Residential

Failure to receive copies of an association disclosure packet shall not excuse any failure to comply with the provisions of the declaration, articles of incorporation, bylaws, or rules or regulations. The disclosure packet shall be delivered in accordance with the written request and instructions of the seller or his authorized agent, including whether the disclosure packet shall be delivered electronically or in hard copy and shall specify the complete contact information for the parties to whom the disclosure packet shall be delivered. The disclosure packet required by this section, shall not, in and of itself, be deemed a security within the meaning of § 13.1-501.



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## Acceptance of Resale Documents from WelcomeLink

Resale No.: AS-A72495

Owner Name: ORNOS LLC & BELLA REALTY LLC  
Community Name: River Towers Condominium UOA  
Address: 6631 Wakefield Dr, # 116  
Alexandria, VA 22307

Requester Name: Shannon Stamm  
Requester Phone: 410-296-8440

Date Received at FirstService: \_\_\_\_\_

First Attempt to Contact Requester: \_\_\_\_\_

Second Attempt (if necessary): \_\_\_\_\_

### Retrieved by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THESE DOCUMENTS ARE TO BE HELD AT FIRSTSERVICE UNTIL THEY ARE  
RETRIEVED BY THE REQUESTER OR OWNER**



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## Return Form

Seller's Future Address (required, in case of refund):

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Buyer, please provide the following information regarding insurance policy.

Insurance Company: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Renew Date: \_\_\_\_\_

If your address is different from the purchase address above, please note below.

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Purchaser acknowledges receipt of the Resale Certificate and relevant Governing Documents, which include the Declarations/Mater Deed, Bylaws, Rules and Regulations, applicable to the unit property. If documents are lost or misplaced, please contact the community manager to see how they may be replaced. Purchaser should contact the community manager directly with regard to new or proposed resolutions, rule changes or governing document changes.

Purchaser understands and agrees that the Association will levy all assessments against the premises to be paid monthly/quarterly/semiannually/annually by the purchaser, commencing from the closing date, to cover all costs of ownership and common area property maintenance.

Purchaser acknowledges the need to undertake final verification with the Title Company and Association just prior to the closing and the prudence of seeking advice of independent legal counsel.

Purchaser's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_



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## Certificate for Virginia Condominium Resale (continued)

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The following items are required to be returned to the address noted below within two (2) business days of the closing:

1. THE COMPLETE SIGNED ORIGINAL RESALE CERTIFICATE (3407/5407)
2. THE COMPLETED REMITTANCE PAGE (we cannot update the new owner until this is completed and returned)
3. COMPLETED CENSUS FORM
4. MONIES DUE (separate checks are required for each line item - must be certified funds)
5. AGE VERIFICATION (if applicable)
6. ONE OF THE FOLLOWING IS ALSO REQUIRED: HUD1, SETTLEMENT OR ALTA STATEMENT, OR DEED

**Be sure to submit separate checks for all monies due, as noted on the Resale Certificate. If separate checks are not received, the improper payment will be returned and separate checks will be requested. This will delay the transfer process.**

Disclosure Packet Notice

A graphic element consisting of a dark gray, three-dimensional rectangular block that appears to be floating or attached to the background. It is positioned above the company name.

**FirstService**  
RESIDENTIAL



Commonwealth of Virginia  
Common Interest Community Board  
Department of Professional and Occupational Regulation

Post Office Box 29570  
Richmond, Virginia 23242-0570  
(804) 367-8510  
[cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)  
[www.dpor.virginia.gov](http://www.dpor.virginia.gov)



**Common Interest Community Board**

**CONDOMINIUM UNIT OWNERS' ASSOCIATION RESALE CERTIFICATE NOTICE**

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany resale certificates issued pursuant to § 55.1-1990 of the *Code of Virginia*.

The unit being purchased is in a development subject to the Virginia Condominium Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a unit within a condominium, membership in the condominium unit owners' association ("association") is mandatory and automatic. The Act also specifies the contents of the **resale certificate**, and fees that may be charged for preparation and distribution of the resale certificate.

In addition to information provided in the resale certificate, the following are important considerations when purchasing a condominium unit.

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**Assessments**

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Each unit owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the units, reserves for future expenditures, the maintenance, repair, and replacement of the common elements, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the condominium instruments. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien against the unit, filing a lawsuit and obtaining judgment against the unit owner, foreclosing on the unit to enforce the lien, and other actions permitted by the condominium instruments and the Act.

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**Declaration and Other Condominium instruments**

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The condominium instruments include the declaration and exhibits – bylaws of the unit owners' association, common element interest table, plats and plans, and other exhibits ("condominium instruments"). The condominium instruments and other information provided with the resale certificate establish the condominium and describe the basis for living in a condominium. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the condominium instruments, rules and regulations, and association policies.

Unit owners have the responsibility, among other things, to comply with condominium instruments, rules and regulations, and association policies that outline what unit owners may and may not do in their units and on the common elements. Use of common elements, financial obligations of unit owners and other rights, responsibilities and benefits associated with ownership are subject to the provisions of condominium

This form was developed by the Common Interest Community Board in accordance with § 54.1-2350 of the Code of Virginia and is to accompany the association resale certificate required by § 55.1-1990 of the Code of Virginia. Effective 10/01/2019

instruments, rules and regulations, and association policies. Some decisions are made by the association executive organ (often called the board of directors), while other decisions are reserved to association members. Failure to comply with the condominium instruments, rules and regulations, and association policies may result in monetary penalties, suspension of certain privileges, and legal action taken against the unit owner.

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## Limitations

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The condominium instruments, rules and regulations, and association policies may establish limitations affecting use of individual units and the common elements. While the limitations applicable to each condominium may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The condominium instruments, rules and regulations, and association policies may establish:

- Limitations on the authority of a unit owner to rent the unit.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets within a unit or on common elements.
- Limitations on operating a business within a unit.
- Architectural restrictions on changes to units.
- The period or length of time that the declarant (developer) may control membership on the executive organ, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

**This list does not represent all limitations that may affect units within the common interest community.**

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## Important Notice for Purchasers

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**The contract to purchase a condominium unit is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.**

Information provided in this form is a summary of select matters to consider when purchasing a condominium unit but should not be relied upon to understand the character and nature of the condominium and the unit owners' association.

**The purchaser is responsible for examining the information contained in and provided with the resale certificate. The purchaser shall carefully review the entire resale certificate. The purchaser may request an update of the resale certificate.**

***The contents of the resale certificate control to the extent that there are any inconsistencies between this form and the resale certificate.***

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The Resale Certificate must include the following:

- 1 ☐ An appropriate statement regarding unpaid assessments pursuant to subsection H of § 55.1-1966 which need not be notarized and, if applicable, an appropriate statement regarding rights of first refusal or other restraints on alienation pursuant to § 55.1-1969;
- 2 ☐ A statement of any expenditure of funds approved by the unit owners' association or the executive organ that shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year;
- 3 ☐ A statement, including the amount, of all assessments and any other fees or charges currently imposed by the unit owners' association, together with any known post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, and the status of the account;
- 4 ☐ A statement whether there is any other entity or facility to which the unit owner may be liable for fees or other charges;
- 5 ☐ The current reserve study report or a summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund designated for any specified project by the executive organ;
- 6 ☐ A copy of the unit owners' association's current budget or a summary thereof prepared by the unit owners' association and a copy of the statement of its financial position (balance sheet) for the last fiscal year for which a statement is available, including a statement of the balance due of any outstanding loans of the unit owners' association;
- 7 ☐ A statement of the nature and status of any pending suits or unpaid judgments to which the unit owners' association is a party which either could or would have a material impact on the unit owners' association or the unit owners or that relates to the unit being purchased;
- 8 ☐ A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association, including the fidelity bond maintained by the unit owners' association, and what additional insurance coverage would normally be secured by each individual unit owner;
- 9 ☐ A statement that any improvements or alterations made to the unit, or the assigned limited common elements, are or are not in violation of the condominium instruments;
- 10 ☐ A copy of the current bylaws, rules and regulations and architectural guidelines adopted by the unit owners' association and the amendments thereto;
- 11 ☐ A statement of whether the condominium or any portion thereof is located within a development subject to the Property Owners' Association Act (§ 55.1-1800 et seq.) of Chapter 18 of this title;
- 12 ☐ A copy of the notice given to the unit owner by the unit owners' association of any current or pending rule or architectural violation;
- 13 ☐ A copy of any approved minutes of the executive organ and unit owners' association meetings for the six calendar months preceding the request for the resale certificate;
- 14 ☐ Certification that the unit owners' association has filed with the Common Interest Community Board the annual report required by § 55.1-1980; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such

filing;

- 15 ☐ A statement of any limitation on the number of persons who may occupy a unit as a dwelling;
- 16 ☐ A statement setting forth any restrictions, limitation or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag;
- 17 ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a unit owner to install or use solar energy collection devices on the unit owner's property;
- 18 ☐ A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies;
- 19 ☐ A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- 20 ☐ The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.



FirstService Residential  
11351 Random Hills Road, Suite 500  
Fairfax, VA 22030  
(703) 385-1133 • Fax: (703) 591-5785



May 27, 2022

New Homeowner(s)  
6631 Wakefield Dr, # 116  
Alexandria, VA 22307

Dear Homeowner:

Welcome to River Towers Condominium Unit Owners Association, Inc.. FirstService Residential is the management agent for your association, and we look forward to providing you with the services needed to make your new ownership experience rewarding.

Living within a community association can be very enjoyable. To be successful, the association needs your active participation and cooperation, and we will always welcome your input. The voluntary contribution of your time will assist in developing and maintaining the high standards and services that you desire for your community.

FirstService Residential maintains a current list of all owners in the community. Phone numbers are important for us in case of an emergency. We urge you to complete the enclosed Owner Directory Form and return it to the letterhead address. This information is for the exclusive use of your association and will not be disclosed to other parties. If you move from your home but retain ownership, please inform us of your new address, and your tenant's information (names, contact numbers). All owners are required to make an address change in writing. Name changes regarding ownership will require submission of legal documentation (such as a copy of a marriage license, deed, divorce decree, court order, etc.).

Regular assessment fees are collected to fund the operating budget. These fees go toward the payment of services such as community insurance, common grounds maintenance, legal services, administrative costs, management, capital reserves or any other item contained in the budget. You will receive a coupon book to use when making your assessment payments. FirstService Residential offers two additional alternatives for the payment of assessments: (1) a direct debit program where the recurring assessments are automatically deducted from any bank account of your choosing (see enclosed information) and (2) the PayLease program, which allows you to pay your assessments via credit card or e-check (see enclosed information), by logging on to our website [www.fsresidential.com](http://www.fsresidential.com). Any inquiry concerning your assessment account should be directed to our Customer Service Team at (703) 385-1133.

Community association living is administered by a set of governing documents. These documents detail certain restrictions that you should become familiar with. We wish to particularly point out that any changes you may be permitted to make to the exterior of your home require prior written approval by the association. Any question on this matter, or the governing documents in general, should be addressed to your community's manager.

We hope that this correspondence has been helpful in your orientation and acclimation to your new home. We look forward to your participation in, and enjoyment of, the community.

Sincerely yours,

FirstService Residential



*Resident Notice*

## PAYMENT & BILLING OPTIONS

Dear Resident,

Welcome to FirstService Residential. As the managing agent for your community, we ask that you please review the following information on how we accept your payments.

### Manage & Pay Your Charges Online

As the **preferred way** of accepting payments, we request that you create an account online with our provider, **ClickPay**. Through this convenient platform, you can view your balance due and make individual or automatic payments from your smartphone, tablet or other media device.

Payments can be made online by e-check (ACH) from a bank account at no cost to you or by credit or debit card for a nominal fee. Get started by visiting the web address below and following the instructions listed:

**[www.ClickPay.com/FirstService](http://www.ClickPay.com/FirstService)**

- ① Click **Register** and create your online profile with **ClickPay**
- ② **Connect Your Home** using the account number found on your coupon or statement
- ③ Set up **Automatic Payments** or click **Pay Now** to make one-time payments

For help with your account or setting up payments online, please contact **ClickPay** through their online help center at **[www.ClickPay.com/GetHelp](http://www.ClickPay.com/GetHelp)**.

### Mailing Address for Payments

If you choose to submit your payments by paper check, money order or through your bank's Online Bill Pay feature, please mail your payments to the address listed below.

**Association Name**  
**c/o FirstService Residential**  
**P.O. Box 30403**  
**Tampa, FL 33630-3403**

Please make all checks payable to the entity listed on your statement or coupon, include the remittance slip with your payments, and write the account number found on your statement or coupon in the notes section of your check or Online Bill Pay settings.



Forms

A graphic element consisting of two overlapping rectangular blocks, one dark gray and one light gray, positioned diagonally.

**FirstService**  
RESIDENTIAL





## OWNER DIRECTORY FORM

In the event of an emergency situation, the need for a current list of names and telephone numbers of owners and renters in each community is critical. Please complete this form with the pertinent information and return it to FirstService Residential so that we may have this information on file. This information will only be used by FirstService Residential and/or the Association, should the need arise to contact you.

COMMUNITY NAME: \_\_\_\_\_

OWNER(S) NAME: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CO-OWNER E-MAIL: \_\_\_\_\_

MAILING ADDRESS: (IF DIFFERENT THAN UNIT ADDRESS)

PHONE NUMBERS: HOME \_\_\_\_\_ WORK \_\_\_\_\_

MOBILE \_\_\_\_\_

TENANT INFORMATION (IF APPLICABLE):

NAME(S): \_\_\_\_\_

PHONE NUMBERS: HOME \_\_\_\_\_ WORK \_\_\_\_\_

MOBILE \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

**Please return completed form to:**

**FirstService Residential**  
**11351 Random Hills Rd., Suite 500**  
**Fairfax, VA 22030**  
**Ph 703.385.1133 Fax 703.591.5785**  
**Email CustomerService.dcmetro@fsresidential.com**







FirstService Residential  
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May 27, 2022

New Homeowner(s)  
6631 Wakefield Dr, # 116  
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FirstService Residential maintains a current list of all owners in the community. Phone numbers are important for us in case of an emergency. We urge you to complete the enclosed Owner Directory Form and return it to the letterhead address. This information is for the exclusive use of your association and will not be disclosed to other parties. If you move from your home but retain ownership, please inform us of your new address, and your tenant's information (names, contact numbers). All owners are required to make an address change in writing. Name changes regarding ownership will require submission of legal documentation (such as a copy of a marriage license, deed, divorce decree, court order, etc.).

Regular assessment fees are collected to fund the operating budget. These fees go toward the payment of services such as community insurance, common grounds maintenance, legal services, administrative costs, management, capital reserves or any other item contained in the budget. You will receive a coupon book to use when making your assessment payments. FirstService Residential offers two additional alternatives for the payment of assessments: (1) a direct debit program where the recurring assessments are automatically deducted from any bank account of your choosing (see enclosed information) and (2) the PayLease program, which allows you to pay your assessments via credit card or e-check (see enclosed information), by logging on to our website [www.fsresidential.com](http://www.fsresidential.com). Any inquiry concerning your assessment account should be directed to our Customer Service Team at (703) 385-1133.

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FirstService Residential



*Resident Notice*

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**P.O. Box 30403**  
**Tampa, FL 33630-3403**

Please make all checks payable to the entity listed on your statement or coupon, include the remittance slip with your payments, and write the account number found on your statement or coupon in the notes section of your check or Online Bill Pay settings.





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# Certificate for Virginia Condominium Resale

## AS-A72495

**River Towers Condominium Unit Owners Association, Inc.**  
**This certificate has been prepared on May 27, 2022**  
**on behalf of Ornos Llc and Bella Realty Llc, owner(s) of**  
**6631 Wakefield Dr, # 116, Alexandria, VA 22307**

**All fees and costs for the Resale Certificate or Association Disclosure Packet shall be the personal obligation of the unit owner or lot owner and shall be an assessment against the lot and collectible as any other assessment in accordance with the provisions of the condominium instruments or declaration and 55.1-1964, if not paid at settlement or within 60 days of the delivery of the Resale Certificate or Association Disclosure Packet, whichever occurs first.**

The Condominium Act of Virginia, **SECTION 55.1-1991**, refers to specific information and statements to be obtained from the unit owners' association and provided to the purchaser prior to the contract date of disposition. This Certificate for Condominium Resale is in response to those specific requirements.

Any unit owner, either as seller or purchaser, should review carefully this Certificate for Condominium Resale and all enclosed documents. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

**SECTION 55.1-1966.** of the Virginia Condominium Act requires a statement setting forth the amount of unpaid assessments currently levied against the unit to be sold.

The following amount is the balance for the unit as of 05/27/2022:

**In Collection, please contact Marla Diaz at 703-280-9131 for the balance amount and additional fees.**

**SECTION 55.1-1969** of the Virginia Condominium Act requires a statement concerning the existence or creation of any right of first refusal or other restraints on the free alienability of the condominium unit.

The Section of the Virginia Condominium Act reads as follows:

Restraints on alienation: If the condominium instruments create any rights of first refusal or other restraints on free alienability of the condominium units, such rights and restraints shall be void unless the condominium instruments make provision for promptly furnishing to any unit owner or purchaser requesting the same a recordable statement certifying to any waiver of, or failure or refusal to exercise, such rights and restraints, in all cases where such waiver, failure, or refusal does in fact occur. Failure or refusal to furnish promptly such a statement in such circumstances in accordance with the provisions of the condominium instruments shall make all such rights and restraints inapplicable to any disposition of a condominium unit in contemplation of which such statement was requested.

Any such statement shall be binding on the association of unit owners, the executive organ, and every unit owner.

**THE CONDOMINIUM INSTRUMENTS DO NOT CREATE ANY RIGHTS OF FIRST REFUSAL OR OTHER RESTRAINTS PER SE ON FREE ALIENABILITY OF THE CONDOMINIUM UNITS. HOWEVER, THE COVENANTS, CONDITIONS AND RULES/REGULATIONS SET FORTH IN THE GOVERNING DOCUMENTS DO IMPOSE CERTAIN RESTRICTIONS THAT ARE BINDING ON ALL CONDOMINIUM OWNERS AND OCCUPANTS. THESE SHOULD BE REVIEWED AND UNDERSTOOD BY ALL SUCCESSORS IN TITLE TO CONDOMINIUM UNITS.**



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## Certificate for Virginia Condominium Resale (continued)

**AS-A72495**

**River Towers Condominium Unit Owners Association, Inc.**  
**This certificate has been prepared on May 27, 2022**  
**on behalf of Ornos Llc and Bella Realty Llc, owner(s) of**  
**6631 Wakefield Dr, # 116, Alexandria, VA 22307**

**SECTION 55.1-1991 A.2** of the Virginia Condominium Act requires a statement of any expenditure of funds approved by the unit owners' association or the executive organ which shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year.

**BOARD OF DIRECTORS OF THE RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION HAS ADOPTED A SPECIAL ASSESSMENT WITH EACH UNIT OWNER BEING ASSESSED PURSUANT TO THEIR RESPECTIVE PERCENTAGE INTERESTS. THE ASSESSMENT COVERS REPAIRS AND REPLACEMENTS TO THE COMMON ELEMENT COLUMNS AND PORTE COCHERE AREAS, AS WELL AS THE PARTS OF THE PORTE COCHERE AREAS OF ALL THREE CONDOMINIUM BUILDINGS, INCLUDING THE UNITS ABOVE THE PORTE COCHERE. THE ASSESSMENT TERM IS SEPTEMBER 2018 THROUGH AUGUST 2033.**

**SECTION 55.1-1991 A.3** of the Virginia Condominium Act requires a statement, including the amount, of all assessments and any other fees or charges currently imposed by the unit owners' association, together with any known post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, and the status of the account.

Assessment:	<b>\$286.00 due Monthly on the 1st day of the payment period</b>
Prepayment of Assessments:	<b>\$572.00 amount due from buyer at closing, payable to River Towers Condominium Unit Owners Association, Inc..</b>
Special Assessment:	<b>\$3,680.10</b>
Move-in Fee = \$200.00:	<b>\$200.00 ( Move-In Fee - PAID ON-SITE - DO NOT COLLECT AT CLOSING ) ( Nonrefundable )</b>
Move-In Security Deposit = \$100.00:	<b>\$100.00 ( Move-In Security Deposit - PAID ON-SITE - DO NOT COLLECT AT CLOSING ) ( Refundable )</b>
Special Assessment:	<b>\$54.52 ( Two Months Prepayment Required if the seller does not pay the balance (listed above) of the assessment at closing, the buyer will assume the balance of the assessment and should prepay two months at closing )</b>
Recreation or other recurring fees:	<b>\$27.26 due Monthly on the 1st day of the payment period (Special Assessment - runs through August 2033. if the balance is not paid in full at closing, the buyer will assume the remainder of the balance.)</b>
Late Charge:	<b>\$35.00 will be attached to any assessment received 10 day(s) after due date</b>
Resale Disclosure Fee:	<b>\$264.08 Payment in full has been received</b>



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# Certificate for Virginia Condominium Resale (continued)

**AS-A72495**

**River Towers Condominium Unit Owners Association, Inc.**  
**This certificate has been prepared on May 27, 2022**  
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**6631 Wakefield Dr, # 116, Alexandria, VA 22307**

**SECTION 55.1-1991 A.4** of the Virginia Condominium Act requires a statement whether there is any other entity or facility to which the unit owner may be liable for fees or other charges.

**NO PORTION OF THIS ASSOCIATION IS PART OF ANY OTHER ENTITY OR FACILITY TO WHICH THE UNIT OWNER IS LIABLE FOR FEES OR OTHER CHARGES.**

**SECTION 55.1-1991 A.5** of the Virginia Condominium Act requires the current reserve study report or a summary thereof, a statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the executive organ.

The Board of Directors has the discretion to spend reserve funds for specific projects as the need arises. Such expenditures (example: roof replacement or repairs) are not normally placed before the membership for discussion, but are a part of the regular business operations of the community. Any prospective purchaser can inquire with the management agent of Board of Directors to ascertain any immediately pending projects within the community that would require the use of reserve funds.

**SEE ENCLOSED BUDGET, FINANCIAL STATEMENTS AND RESERVE STUDY.**

**SECTION 55.1-1991 A.6** of the Virginia Condominium Act requires a copy of the unit owners' association's current budget or a summary thereof prepared by the unit owners' association and a copy of the statement of its financial position (balance sheet) for the last fiscal year for which a statement is available, including a statement of the balance due of any outstanding loans of the unit owners' association.

**SEE ENCLOSED FINANCIAL STATEMENTS. \$1,212,476.22**

**SECTION 55.1-1991 A.7** of the Virginia Condominium Act requires a statement of the nature and status of any pending suits or unpaid judgments to which the unit owners' association is a party which either could or would have a material impact on the unit owners' association or the unit owners or which relates to the unit being purchased.

**NONE NOTED AT THIS TIME.**

**SECTION 55.1-1991 A.8** of the Virginia Condominium Act requires a statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association, including the fidelity bond maintained by the unit owners' association, and what additional insurance coverage would normally be secured by each individual unit owner.

Insurance Company: **Preferred Insurance Services, Inc.**  
Agent: **Preferred Insurance Services, Inc.**  
Address: **4035 Ridge Top Road, Suite 150 Fairfax, VA 22030**  
Phone: **(703) 359-5910**  
Fax: **(703) 359-5925**

**MEMBERS SHALL OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR UNITS.**



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# Certificate for Virginia Condominium Resale (continued)

**AS-A72495**

**River Towers Condominium Unit Owners Association, Inc.**  
**This certificate has been prepared on May 27, 2022**  
**on behalf of Ornos Llc and Bella Realty Llc, owner(s) of**  
**6631 Wakefield Dr, # 116, Alexandria, VA 22307**

**SECTION 55.1-1991 A.9** of the Virginia Condominium Act requires a statement that any improvements or alterations made to the unit, or the limited common elements assigned thereto, are or are not in violation of the condominium instruments.

**UPON INSPECTION OF THIS PROPERTY, NO VIOLATIONS OF THE GOVERNING DOCUMENTS WERE NOTED, AND THERE ARE NO WRITTEN NOTICES OF VIOLATION OF THE GOVERNING DOCUMENTS FOR THIS ADDRESS IN OUR FILES AS OF THIS DATE.**

**SECTION 55.1-1991 A.10** of the Virginia Condominium Act requires a copy of the current bylaws, rules and regulations and architectural guidelines adopted by the unit owners' association and the amendments thereto.

**SEE ENCLOSED DOCUMENTS**

**SECTION 55.1-1991 A.11** of the Virginia Condominium Act requires a statement of whether the condominium or any portion thereof is located within a development subject to the Property Owners' Association Act (Section 55.1-1800 et seq.) of Chapter 19 of Title 55.1.

**NO PORTION OF THIS CONDOMINIUM IS LOCATED WITHIN A DEVELOPMENT SUBJECT TO THE PROPERTY OWNERS' ASSOCIATION ACT.**

**SECTION 55.1-1991 A.12** of the Virginia Condominium Act requires a copy of the notice given to the unit owner by the unit owners' association of any current or pending rule or architectural violation.

**N/A**

**SECTION 55.1-1991 A.13** of the Virginia Condominium Act requires a copy of any approved minutes of the executive organ and unit owners' association meetings for the six calendar months preceding the request for the resale certificate.

**SEE ENCLOSED DOCUMENTS**

**SECTION 55.1-1991 A.14** of the Virginia Condominium Act requires certification that the unit owners' association has filed with the Common Interest Community Board the annual report required by §55.1-1980; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing.

**THE ASSOCIATION HAS FILED WITH THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION OF THE COMMONWEALTH OF VIRGINIA. THE ASSOCIATION'S LICENSE NUMBER IS 0550000391. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS:**  
**11/30/2022.**

**SECTION 55.1-1991 A.15** of the Virginia Condominium Act requires a statement of any limitation on the number of persons who may occupy a unit as a dwelling.

**THERE IS NO LIMITATION OTHER THAN COUNTY, CITY, STATE OR LOCAL JURISDICTION REGULATIONS GOVERNING THE NUMBER OF PERSONS OCCUPYING A UNIT AS A DWELLING.**





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# Certificate for Virginia Condominium Resale (continued)

**AS-A72495**

**River Towers Condominium Unit Owners Association, Inc.  
This certificate has been prepared on May 27, 2022  
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6631 Wakefield Dr, # 116, Alexandria, VA 22307**

**SECTION 55.1-1991 A.16** of the Virginia Condominium Act requires a statement setting forth any restrictions, limitation or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag.

**U.S. FLAGS MAY BE DISPLAYED BETWEEN SUNRISE AND SUNSET ON THE FOLLOWING DAYS: INAUGURATION DAY, MARTIN LUTHER KING'S BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, FLAG DAY, INDEPENDENCE DAY, ARMED FORCES DAY, LABOR DAY, SEPTEMBER 11TH, COLUMBUS DAY, ELECTION DAY, VETERANS DAY, PEARL HARBOR DAY (DECEMBER 7TH) FLAGS MAY BE DISPLAYED ON A PATIO OR BALCONY ON A FLAG STAFF WITH THE UNION (STARS) OF THE FLAG PLACED AT THE PEAK OF THE STAFF. WHEN DISPLAYING THE U.S. FLAG ON A STAFF ON BALCONIES, THE STAFF MAY NOT EXTEND BEYOND THE INSIDE OF THE BALCONY RAILING. GENERAL FLAG ETIQUETTE SHOULD BE FOLLOWED AT ALL TIMES WHEN DISPLAYING THE U.S. FLAG.**

**SECTION 55.1-1991 A.17** of the Virginia Condominium Act requires a statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's lot.

**UNIT OWNERS ARE PROHIBITED FROM INSTALLING SOLAR ENERGY DEVICES.**

**SECTION 55.1-1991 A.18** of the Virginia Condominium Act requires a statement indicating any known project approvals currently in effect issued by secondary mortgage agencies.

**VA APPROVED**

**SECTION 55.1-1991 A.19** of the Virginia Condominium Act requires a copy of the fully completed form developed by the Common Interest Community Board pursuant to 54.1-2350.

**SEE ENCLOSED FORM**

In compliance with the requirements set forth in the Common Interest Community Board form developed in accordance with 54.1-2350 a copy of the association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50 shall be enclosed with this packet.

**SEE ENCLOSED FORM**

The following notice is being provided pursuant to Virginia HB 2019.

**REGULAR ANNUAL OR SPECIAL ASSESSMENTS PAID BY THE OWNER TO THE ASSOCIATION MAY BE USED FOR THE CONSTRUCTION OR MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES.**

The following notice is being provided pursuant to Virginia HB 720. A statement of any restrictions on the size, place, duration, and manner of placement or display of political signs by an owner:



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## Certificate for Virginia Condominium Resale (continued)

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**N/A**

This disclosure packet was prepared by the Association on 05/27/2022.

FirstService Residential

Failure to receive copies of an association disclosure packet shall not excuse any failure to comply with the provisions of the declaration, articles of incorporation, bylaws, or rules or regulations. The disclosure packet shall be delivered in accordance with the written request and instructions of the seller or his authorized agent, including whether the disclosure packet shall be delivered electronically or in hard copy and shall specify the complete contact information for the parties to whom the disclosure packet shall be delivered. The disclosure packet required by this section, shall not, in and of itself, be deemed a security within the meaning of § 13.1-501.



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## Acceptance of Resale Documents from WelcomeLink

Resale No.: AS-A72495

Owner Name: ORNOS LLC & BELLA REALTY LLC  
Community Name: River Towers Condominium UOA  
Address: 6631 Wakefield Dr, # 116  
Alexandria, VA 22307

Requester Name: Shannon Stamm  
Requester Phone: 410-296-8440

Date Received at FirstService: \_\_\_\_\_

First Attempt to Contact Requester: \_\_\_\_\_

Second Attempt (if necessary): \_\_\_\_\_

### Retrieved by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THESE DOCUMENTS ARE TO BE HELD AT FIRSTSERVICE UNTIL THEY ARE  
RETRIEVED BY THE REQUESTER OR OWNER**



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# Certificate for Virginia Condominium Resale

# AS-A72495

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**6631 Wakefield Dr, # 116, Alexandria, VA 22307**

## Return Form

Seller's Future Address (required, in case of refund):

---

---

Buyer, please provide the following information regarding insurance policy.

Insurance Company: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Renew Date: \_\_\_\_\_

If your address is different from the purchase address above, please note below.

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Purchaser acknowledges receipt of the Resale Certificate and relevant Governing Documents, which include the Declarations/Mater Deed, Bylaws, Rules and Regulations, applicable to the unit property. If documents are lost or misplaced, please contact the community manager to see how they may be replaced. Purchaser should contact the community manager directly with regard to new or proposed resolutions, rule changes or governing document changes.

Purchaser understands and agrees that the Association will levy all assessments against the premises to be paid monthly/quarterly/semiannually/annually by the purchaser, commencing from the closing date, to cover all costs of ownership and common area property maintenance.

Purchaser acknowledges the need to undertake final verification with the Title Company and Association just prior to the closing and the prudence of seeking advice of independent legal counsel.

Purchaser's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_



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## Certificate for Virginia Condominium Resale (continued)

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**on behalf of Ornos Llc and Bella Realty Llc, owner(s) of**  
**6631 Wakefield Dr, # 116, Alexandria, VA 22307**

The following items are required to be returned to the address noted below within two (2) business days of the closing:

1. THE COMPLETE SIGNED ORIGINAL RESALE CERTIFICATE (3407/5407)
2. THE COMPLETED REMITTANCE PAGE (we cannot update the new owner until this is completed and returned)
3. COMPLETED CENSUS FORM
4. MONIES DUE (separate checks are required for each line item - must be certified funds)
5. AGE VERIFICATION (if applicable)
6. ONE OF THE FOLLOWING IS ALSO REQUIRED: HUD1, SETTLEMENT OR ALTA STATEMENT, OR DEED

**Be sure to submit separate checks for all monies due, as noted on the Resale Certificate. If separate checks are not received, the improper payment will be returned and separate checks will be requested. This will delay the transfer process.**

Disclosure Packet Notice

A graphic element consisting of a dark gray, three-dimensional rectangular block that appears to be floating or attached to the background, positioned above the company name.

**FirstService**  
RESIDENTIAL



Commonwealth of Virginia  
Common Interest Community Board  
Department of Professional and Occupational Regulation

Post Office Box 29570  
Richmond, Virginia 23242-0570  
(804) 367-8510  
[cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)  
[www.dpor.virginia.gov](http://www.dpor.virginia.gov)



**Common Interest Community Board**

**CONDOMINIUM UNIT OWNERS' ASSOCIATION RESALE CERTIFICATE NOTICE**

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany resale certificates issued pursuant to § 55.1-1990 of the *Code of Virginia*.

The unit being purchased is in a development subject to the Virginia Condominium Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a unit within a condominium, membership in the condominium unit owners' association ("association") is mandatory and automatic. The Act also specifies the contents of the **resale certificate**, and fees that may be charged for preparation and distribution of the resale certificate.

In addition to information provided in the resale certificate, the following are important considerations when purchasing a condominium unit.

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**Assessments**

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Each unit owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the units, reserves for future expenditures, the maintenance, repair, and replacement of the common elements, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the condominium instruments. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien against the unit, filing a lawsuit and obtaining judgment against the unit owner, foreclosing on the unit to enforce the lien, and other actions permitted by the condominium instruments and the Act.

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**Declaration and Other Condominium instruments**

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The condominium instruments include the declaration and exhibits – bylaws of the unit owners' association, common element interest table, plats and plans, and other exhibits ("condominium instruments"). The condominium instruments and other information provided with the resale certificate establish the condominium and describe the basis for living in a condominium. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the condominium instruments, rules and regulations, and association policies.

Unit owners have the responsibility, among other things, to comply with condominium instruments, rules and regulations, and association policies that outline what unit owners may and may not do in their units and on the common elements. Use of common elements, financial obligations of unit owners and other rights, responsibilities and benefits associated with ownership are subject to the provisions of condominium

This form was developed by the Common Interest Community Board in accordance with § 54.1-2350 of the Code of Virginia and is to accompany the association resale certificate required by § 55.1-1990 of the Code of Virginia. Effective 10/01/2019



instruments, rules and regulations, and association policies. Some decisions are made by the association executive organ (often called the board of directors), while other decisions are reserved to association members. Failure to comply with the condominium instruments, rules and regulations, and association policies may result in monetary penalties, suspension of certain privileges, and legal action taken against the unit owner.

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## Limitations

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The condominium instruments, rules and regulations, and association policies may establish limitations affecting use of individual units and the common elements. While the limitations applicable to each condominium may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The condominium instruments, rules and regulations, and association policies may establish:

- Limitations on the authority of a unit owner to rent the unit.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets within a unit or on common elements.
- Limitations on operating a business within a unit.
- Architectural restrictions on changes to units.
- The period or length of time that the declarant (developer) may control membership on the executive organ, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

**This list does not represent all limitations that may affect units within the common interest community.**

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## Important Notice for Purchasers

---

**The contract to purchase a condominium unit is a legally binding document. The purchaser may have the right to cancel the contract after receiving the resale certificate.**

Information provided in this form is a summary of select matters to consider when purchasing a condominium unit but should not be relied upon to understand the character and nature of the condominium and the unit owners' association.

**The purchaser is responsible for examining the information contained in and provided with the resale certificate. The purchaser shall carefully review the entire resale certificate. The purchaser may request an update of the resale certificate.**

***The contents of the resale certificate control to the extent that there are any inconsistencies between this form and the resale certificate.***

---

The Resale Certificate must include the following:

- 1 ☐ An appropriate statement regarding unpaid assessments pursuant to subsection H of § 55.1-1966 which need not be notarized and, if applicable, an appropriate statement regarding rights of first refusal or other restraints on alienation pursuant to § 55.1-1969;
- 2 ☐ A statement of any expenditure of funds approved by the unit owners' association or the executive organ that shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year;
- 3 ☐ A statement, including the amount, of all assessments and any other fees or charges currently imposed by the unit owners' association, together with any known post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the condominium unit and the use of the common elements, and the status of the account;
- 4 ☐ A statement whether there is any other entity or facility to which the unit owner may be liable for fees or other charges;
- 5 ☐ The current reserve study report or a summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund designated for any specified project by the executive organ;
- 6 ☐ A copy of the unit owners' association's current budget or a summary thereof prepared by the unit owners' association and a copy of the statement of its financial position (balance sheet) for the last fiscal year for which a statement is available, including a statement of the balance due of any outstanding loans of the unit owners' association;
- 7 ☐ A statement of the nature and status of any pending suits or unpaid judgments to which the unit owners' association is a party which either could or would have a material impact on the unit owners' association or the unit owners or that relates to the unit being purchased;
- 8 ☐ A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association, including the fidelity bond maintained by the unit owners' association, and what additional insurance coverage would normally be secured by each individual unit owner;
- 9 ☐ A statement that any improvements or alterations made to the unit, or the assigned limited common elements, are or are not in violation of the condominium instruments;
- 10 ☐ A copy of the current bylaws, rules and regulations and architectural guidelines adopted by the unit owners' association and the amendments thereto;
- 11 ☐ A statement of whether the condominium or any portion thereof is located within a development subject to the Property Owners' Association Act (§ 55.1-1800 et seq.) of Chapter 18 of this title;
- 12 ☐ A copy of the notice given to the unit owner by the unit owners' association of any current or pending rule or architectural violation;
- 13 ☐ A copy of any approved minutes of the executive organ and unit owners' association meetings for the six calendar months preceding the request for the resale certificate;
- 14 ☐ Certification that the unit owners' association has filed with the Common Interest Community Board the annual report required by § 55.1-1980; which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such

filing;

- 15 ☐ A statement of any limitation on the number of persons who may occupy a unit as a dwelling;
- 16 ☐ A statement setting forth any restrictions, limitation or prohibition on the right of a unit owner to display the flag of the United States, including, but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag;
- 17 ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a unit owner to install or use solar energy collection devices on the unit owner's property;
- 18 ☐ A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies;
- 19 ☐ A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350; and
- 20 ☐ The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

PLEASE NOTE This package contains the most recent documents on file with the Resale and Lender Processing Department on the date requested, and may not include all relevant legal and financial information available for this Association. No representation is made by FirstService Residential, WelcomeLink, or their affiliates with respect to the accuracy and completeness of this information. Before taking any action in reliance upon the information contained herein, please consult qualified legal counsel and/or the legal instruments of the Association as recorded and filed with the appropriate governmental authority or jurisdiction.



Forms

A graphic element consisting of a dark gray, three-dimensional rectangular block that appears to be floating or attached to a light gray geometric shape. The block is oriented diagonally, matching the overall design's angular theme.

**FirstService**  
RESIDENTIAL





## OWNER DIRECTORY FORM

In the event of an emergency situation, the need for a current list of names and telephone numbers of owners and renters in each community is critical. Please complete this form with the pertinent information and return it to FirstService Residential so that we may have this information on file. This information will only be used by FirstService Residential and/or the Association, should the need arise to contact you.

COMMUNITY NAME: \_\_\_\_\_

OWNER(S) NAME: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CO-OWNER E-MAIL: \_\_\_\_\_

MAILING ADDRESS: (IF DIFFERENT THAN UNIT ADDRESS)

\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBERS: HOME \_\_\_\_\_ WORK \_\_\_\_\_

MOBILE \_\_\_\_\_

TENANT INFORMATION (IF APPLICABLE):

NAME(S): \_\_\_\_\_

PHONE NUMBERS: HOME \_\_\_\_\_ WORK \_\_\_\_\_

MOBILE \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

**Please return completed form to:**

**FirstService Residential**  
**11351 Random Hills Rd., Suite 500**  
**Fairfax, VA 22030**  
**Ph 703.385.1133 Fax 703.591.5785**  
**Email [CustomerService.dcmetro@fsresidential.com](mailto:CustomerService.dcmetro@fsresidential.com)**





Budget



**FirstService**  
RESIDENTIAL



(RTW)

**River Towers Condominium UOA  
Operation Budget  
January 01, 2022 - December 31, 2022**



**2022  
APPROVED  
BUDGET**

INCOME:	
ASSESSMENT INCOME	\$ 3,917,395
SPECIAL ASSMT INCOME	135,540
INTEREST INTEREST	25,000
LATE CHG INCOME	5,000
COMMUNITY GARDEN	1,650
IN UNIT INC-LABOR	46,000
CLUBHOUSE/REC INCOME	500
UNIT RENTAL INCOME	-
LAUNDRY INCOME	18,000
MISC INC OTHER	8,000
MISC INC BIKE	3,000
MISC INC KEY	2,500
MISC INC MOVE IN/OUT FEE	25,000
MISC INC RESALE DISCL CHGS	-
MISC INC FINES & FEES	200
TOTAL INCOME	<u>\$ 4,187,785</u>

EXPENSES:

ADMINISTRATIVE:	
MANAGEMENT FEES	99,225
FSR MISC ADMIN FEES	1,000
INSURANCE	381,658
INSURANCE CLAIMS DEDUCTIBLE	20,000
LEGAL	30,000
AUDIT/TAX PREP	8,500
PROFESSIONAL FEES	15,510
BAD DEBT EXPENSE	9,000
BANK CHARGES	250
OFFICE EXPENSE	10,000
ASSOCIATION DUES	1,000
LOAN INTEREST	-
AMORTIZATION EXP	1,500
MEETING EXPENSE	5,000
MISC ADMIN PRINTING/COPYING	5,000
MISC ADMIN POSTAGE	2,000
MISC ADMIN FSR MGMT REIMB	15,000
MISC ADMIN COMMUNITY EVENTS	3,000
MISC ADMIN WEBSITE SERVICE	750
ANSWERING SERVICE	7,200
DEPRECIATION/AMORTIZ	5,000
TOTAL ADMINISTRATIVE	<u>\$ 620,593</u>

(RTW)

**River Towers Condominium UOA  
Operation Budget  
January 01, 2022 - December 31, 2022**



**2022  
APPROVED  
BUDGET**

**PAYROLL AND RELATED:**

SALARIES	682,558
PAYROLL TAXES	51,192
BENEFITS	1,352
WORKERS COMPENSATION	22,204
HEALTH INSURANCE	70,020
PENSION PLAN	1,994
EDUCATION/TRAINING	2,000
EMPLOYEE AWARDS	3,500
EMPLOYEE MORALE	900
MISC PAYROLL	47,780
<b>TOTAL PAYROLL AND RELATED</b>	<b>\$ 883,500</b>

**UTILITIES:**

ELECTRICITY	261,404
GAS	185,000
WATER & SEWER	180,000
PHONE	43,000
<b>TOTAL UTILITIES</b>	<b>\$ 669,404</b>

**OPERATING:**

LANDSCAPING	18,000
COMMON AREA SPECIAL CLEANING	9,600
COMMON AREA EQUIPMENT	5,000
SAFETY EQUIPMENT	7,500
MAINTENANCE SUPPLIES	10,000
HVAC SUPPLIES	6,000
FILTERS	-
JANITORIAL/NON CONTR	9,750
SNOW REMOVAL SUPP	2,500
BULB REPLACEMENT	250
WATER DELIVERY	1,200
ROUTINE SUPPLIES	
IN UNIT REPAIRS	30,000
IN UNIT SUPPLIES	16,000
SMOKE DETECTORS	-
IN UNIT SVC-SCREENS	-
IN UNIT SVS-VALVES	-
IN UNIT SVS-DISPOSAL	-
IN UNIT SVS-OUTLETS	-
ASSOCIATION UNIT R&M	-
ASSOC OWNED COMM SP	1,000
WINDOW MAINTENANCE	5,000
MOLD TEST	
ROOF REPAIRS	4,500

(RTW)

**River Towers Condominium UOA**  
**Operation Budget**  
**January 01, 2022 - December 31, 2022**



**2022**  
**APPROVED**  
**BUDGET**

PAINTING	60,000
PLUMBING RPRS/MNT	75,000
GENERATOR MNT	3,000
BOILER REPAIR	20,000
HVAC RPRS/MNT	20,000
ELEVATOR RPRS/MNT	16,000
ELEVATOR INSPECTION	5,000
CARPET MAINTENANCE	3,000
FIRE SUPPLIES	4,000
ROUTINE MNT	20,000
NON-INSURANCE LOSSES	300,000
SECURITY EQUIPMENT	5,000
LOCK & KEY MNT	3,500
GENERAL RPRS/MNT	3,000
SECURITY SYSTEM MAINTENANCE	2,500
ANTENNA	2,500
VEHICLE REGIST&INSPE	100
VEHICLE OIL CHG&RPRS	1,400
VEHICLE MNT & TAXES	-
TOTAL OPERATING	<b>\$ 670,300</b>

CONTRACTED SERVICES:	
TRASH REMOVAL	49,913
TRASH CHUTE CLEANING	8,400
TRASH CHUTE EXTERMIN	7,000
PEST CONT-EXCLUSION	2,000
SNOW REMOVAL	6,500
PEST CONTROL CONT	11,184
WATER TREATMENT CONT	9,000
GROUPS MAINTENANCE	48,695
JANITORIAL CONTRACT	145,605

POOL MANAGEMENT CONT	36,800
HVAC MNT CONTRACT	13,589
BOILER MAINT CONTRCT	17,842
ELEVATOR CONTRACT	32,925
FIRE ALARM TESTING	4,000
COPIER LEASE	5,892
TOTAL CONTRACTED SERVICES	<b>\$ 399,345</b>

TAXES AND RELATED:	
INCOME TAXES	5,000
LICENSES/PERMITS/FEE	9,200
TOTAL TAXES AND RELATED	<b>\$ 14,200</b>

(RTW)

**River Towers Condominium UOA  
Operation Budget  
January 01, 2022 - December 31, 2022**



**2022  
APPROVED  
BUDGET**

AMENITIES/COMMUNITY PROGRAMS:

POOL	10,000
CLUB ROOM EXPENSES	2,000
COMMITTEE/BOARD EXP	250
TOTAL AMENITIES/COMMUNITY PROG	<b>\$ 12,250</b>

RESERVES:

RESERVES OPERATING RESERVES	66,867
RESERVES REPLACEMENT RESERVES	851,326
TOTAL RESERVES	<b>\$ 918,193</b>

TOTAL EXPENSES AND RESERVES	<b>\$ 4,187,785</b>
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NET EXCESS/(DEFICIT)	-
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Financials

A 3D geometric logo element consisting of a dark gray rectangular prism and a lighter gray rectangular prism, both tilted at an angle, creating a sense of depth and perspective.

**FirstService**  
RESIDENTIAL







11351 RANDOM HILLS RD  
STE 500  
FAIRFAX VA 22030

RIVER TOWERS CONDOMINIUM UOA COMPARATIVE BALANCE SHEET AS OF 12/31/2021
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02/15/2022 6:14 AM Page: 1

Account #		Current Month	Prior Month	Variance
<b>ASSETS</b>				
<i>OPERATING CASH:</i>				
10000	PETTY CASH	300.00	300.00	0.00
10120 NCB	OPERATING CHECKING NATIONAL COOPERATIVE	180,776.50	368,337.15	(187,560.65)
	<b>TOTAL OPERATING CASH</b>	<b>181,076.50</b>	<b>368,637.15</b>	<b>(187,560.65)</b>
<i>CASH INVESTMENTS:</i>				
10200	MONEY MARKET	3,801,488.37	3,598,508.32	202,980.05
10400	RESTRICTED FUNDS	269,051.16	269,019.52	31.64
	<b>TOTAL CASH INVESTMENTS</b>	<b>4,070,539.53</b>	<b>3,867,527.84</b>	<b>203,011.69</b>
<i>OTHER CURRENT ASSETS:</i>				
11000	A/R ASSESSMENTS	220,758.19	221,489.61	(731.42)
11005	A/R RESALE DISCL	1,376.40	584.16	792.24
11200	A/R SPEC ASSMT	12,803.35	11,774.78	1,028.57
11900	ALLOW FOR DOUBT ACTS	(207,664.18)	(142,112.83)	(65,551.35)
13060	ACCRUED INCOME	1,500.00	1,500.00	0.00
13100	A/R LATE/ADMIN FEES	6,053.82	5,748.88	304.94
13150	A/R RETURNED PYMT FEES	140.00	105.00	35.00
13200	A/R LEGAL FEES	4,382.02	0.00	4,382.02
13900	A/R INSURANCE CLAIMS	5,433,420.37	5,433,420.37	0.00
13901	A/R INSURANCE CLAIMS	44,262.10	44,262.10	0.00
14500	DEFERRED TAX ASSET	1,278.00	1,278.00	0.00
14900	A/R MISCELLANEOUS	21,912.52	21,912.52	0.00
14901	ALLOW FOR A/R MISC	(3,509,349.80)	(3,509,349.80)	0.00
15000	PREPAID EXPENSES	17,438.42	12,100.00	5,338.42
15010	PREPAID INSURANCE	85,037.48	110,703.62	(25,666.14)
16020	ESCROW ACCOUNT	2,397.04	2,397.04	0.00
	<b>TOTAL OTHER CURRENT ASSETS</b>	<b>2,135,745.73</b>	<b>2,215,813.45</b>	<b>(80,067.72)</b>
<i>NON-CURRENT ASSETS:</i>				
18000	FIXED ASSETS	115,769.89	115,769.89	0.00
18250	LOAN ORIGINATION FEE	2,958.30	2,958.30	0.00
18600	FUEL OIL INVENTORY	29,781.54	29,781.54	0.00
19000	ACCUM DEPRECIATION	(150,830.68)	(150,830.68)	0.00
	<b>TOTAL NON-CURRENT ASSETS</b>	<b>(2,320.95)</b>	<b>(2,320.95)</b>	<b>0.00</b>
	<b>TOTAL ASSETS</b>	<b>6,385,040.81</b>	<b>6,449,657.49</b>	<b>(64,616.68)</b>



11351 RANDOM HILLS RD  
STE 500  
FAIRFAX VA 22030

RIVER TOWERS CONDOMINIUM UOA COMPARATIVE BALANCE SHEET AS OF 12/31/2021
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02/15/2022 6:14 AM Page: 2

Account #		Current Month	Prior Month	Variance
LIABILITIES AND OWNERS EQUITY				
<i>CURRENT LIABILITIES:</i>				
20200	ACCRUED EXPENSES	394,946.33	553,769.42	158,823.09
21000	SALARIES PAYABLE	34,921.48	55,723.54	20,802.06
21030	RETIREMENT FUND A/P	(329.04)	(329.04)	0.00
21050	VACATION PAYABLE	11,513.70	11,513.70	0.00
22000	PREPAID ASSESSMENTS	101,743.28	85,933.61	(15,809.67)
29997	TRANSFER CHG-DUE MGT	204.00	814.00	610.00
29998	REFUND/FORFEIT	669.00	669.00	0.00
	TOTAL CURRENT LIABILITIES	543,668.75	708,094.23	164,425.48
LONG TERM LIABILITIES:				
27000	LOAN PAYABLE	1,205,914.68	1,212,476.22	6,561.54
	TOTAL LONG TERM LIABILITIES	1,205,914.68	1,212,476.22	6,561.54
<i>OWNERS EQUITY:</i>				
38000 38001	RESERVES BEGINNING BALANCE	5,094,449.66	4,923,889.49	(170,560.17)
38000 38101	RESERVES GEN OPER RSVS-BEG	129,611.49	127,524.49	(2,087.00)
38000 39400	RESERVES SPECIAL ASMT	2,791,139.20	2,791,139.20	0.00
30500	RETAINED EARNINGS	(3,346,548.72)	(3,346,548.72)	0.00
36000	ESCROW FUND	431,682.88	431,682.88	0.00
	NET EXCESS/(DEFICIT)	(464,877.13)	(398,600.30)	66,276.83
	TOTAL OWNERS EQUITY	4,635,457.38	4,529,087.04	(106,370.34)
	TOTAL LIABILITIES & OWNERS EQUITY	6,385,040.81	6,449,657.49	64,616.68

Auditor's Report

A graphic element consisting of a dark gray, three-dimensional rectangular block that is tilted and positioned as if it is stepping up or down a set of stairs. It is located to the left of the company name.

**FirstService**  
RESIDENTIAL



**Principals**

Howard A. Goldklang, CPA, MBA  
Donald E. Harris, CPA  
Anne M. Sheehan, CPA  
S. Gail Moore, CPA

1801 Robert Fulton Drive, Suite 200  
Reston, VA 20191

**Associate Principals**

Jeremy W. Powell, CPA  
Renee L. Watson, CPA

**Managers**

Allison A. Day, CPA  
Matthew T. Stiefvater, CPA  
Sheila M. Lewis, CPA

**Independent Auditor's Report**

To the Board of Directors of  
River Towers Condominium Unit Owners Association, Inc.

**Report on the Financial Statements**

We have audited the accompanying financial statements of River Towers Condominium Unit Owners Association, Inc., which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of River Towers Condominium Unit Owners Association, Inc. as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

## **Disclaimer of Opinion on Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that information on future major repairs and replacements on page 12 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## **Other Matter on Predecessor Auditors**

The financial statements of River Towers Condominium Unit Owners Association, Inc. as of December 31, 2013, were audited by other auditors whose report, dated September 23, 2014, expressed an unmodified opinion on those statements.

*Goldklang Group CPAs, P.C.*

Reston, Virginia  
October 3, 2016

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

BALANCE SHEETS

DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
Cash and Cash Equivalents	\$ 1,049,421	\$ 1,184,242
Interest-Bearing Deposits	2,698,000	2,416,000
Assessments Receivable - Net	15,395	19,043
Accrued Interest	7,446	5,193
Income Taxes Receivable	2,529	7,128
Accounts Receivable - Other	21,913	23,059
Prepaid Expenses	42,074	44,091
Fuel Oil Inventory	29,782	49,470
Fixed Assets - Net	<u>14,157</u>	<u>17,630</u>
Total Assets	<u>\$ 3,880,717</u>	<u>\$ 3,765,856</u>

LIABILITIES AND MEMBERS' EQUITY

Accounts Payable	\$ 231,056	\$ 106,741
Accrued Payroll	13,272	19,536
Income Taxes Payable	-	3,941
Prepaid Assessments	74,100	62,094
Security Deposit	1,200	1,200
Key Deposits	<u>-</u>	<u>24,280</u>
Total Liabilities	<u>\$ 319,628</u>	<u>\$ 217,792</u>
Operating Reserves	\$ 113,012	\$ 113,012
Replacement Reserves	3,147,251	2,928,508
Unappropriated Members' Equity	<u>300,826</u>	<u>506,544</u>
Total Members' Equity	<u>\$ 3,561,089</u>	<u>\$ 3,548,064</u>
Total Liabilities and Members' Equity	<u>\$ 3,880,717</u>	<u>\$ 3,765,856</u>

See Accompanying Notes to Financial Statements



RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
STATEMENTS OF INCOME  
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<u>INCOME:</u>		
Residential Assessments	\$ 2,940,943	\$ 2,853,324
Unit Rental	16,200	16,200
Interest	27,490	21,973
Laundry	27,600	27,600
In-Unit Service	26,230	24,694
Other	<u>76,415</u>	<u>34,062</u>
Total Income	<u>\$ 3,114,878</u>	<u>\$ 2,977,853</u>
<u>EXPENSES:</u>		
Management	\$ 70,000	\$ 70,000
Legal, Audit and Tax Preparation	33,086	41,592
Insurance	209,258	212,263
Association Unit Expenses	12,060	11,700
Administrative	120,377	91,907
Payroll and Related Costs	445,208	468,032
Utilities	656,454	622,009
Landscaping	106,288	69,756
Elevator	50,835	51,501
Cleaning	140,772	139,162
Engineering	187,658	67,058
Other Maintenance Contracts	149,703	112,831
Repairs and Maintenance	569,256	435,826
Bad Debt	7,477	61
Depreciation	3,473	3,473
Income Taxes	<u>6,471</u>	<u>5,373</u>
Total Expenses	<u>\$ 2,768,376</u>	<u>\$ 2,402,544</u>
Net Income before Contribution to Reserves	\$ 346,502	\$ 575,309
Contribution to Reserves	<u>(552,220)</u>	<u>(656,392)</u>
Net Income (Loss)	<u><u>\$ (205,718)</u></u>	<u><u>\$ (81,083)</u></u>

See Accompanying Notes to Financial Statements

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
STATEMENTS OF MEMBERS' EQUITY  
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	Operating Reserves	Replacement Reserves	Unappropriated Members' Equity	Total Members' Equity
Balance as of December 31, 2013	\$ 233,246	\$ 2,730,026	\$ 587,627	\$ 3,550,899
Addition:				
Contribution to Reserves		656,392		656,392
Deductions:				
Basketball Court	(5,911)			(5,911)
Building Repairs	(2,312)			(2,312)
Column Refurbishment	(51,690)			(51,690)
Elevators		(99,546)		(99,546)
Fire Alarm System		(225,376)		(225,376)
Fitness Room		(24,743)		(24,743)
Interior Signage		(13,902)		(13,902)
Miscellaneous	(1,491)	(13,883)		(15,374)
Outdoor		(6,355)		(6,355)
Pool Deck		(31,385)		(31,385)
Storm Damage Clean Up	(58,830)			(58,830)
Telephone Access		(7,740)		(7,740)
Window Replacement		(34,980)		(34,980)
Net Loss			(81,083)	(81,083)
Balance as of December 31, 2014	\$ 113,012	\$ 2,928,508	\$ 506,544	\$ 3,548,064
Addition:				
Contribution to Reserves		552,220		552,220
Deductions:				
AHU Controls		(33,650)		(33,650)
Fence		(34,472)		(34,472)
Lighting		(71,896)		(71,896)
Painting		(8,715)		(8,715)
Common Area		(4,678)		(4,678)
Plumbing		(60,858)		(60,858)
Chiller Overhaul		(108,931)		(108,931)
Water Damage Repairs		(10,277)		(10,277)
Net Loss			(205,718)	(205,718)
Balance as of December 31, 2015	\$ 113,012	\$ 3,147,251	\$ 300,826	\$ 3,561,089

See Accompanying Notes to Financial Statements

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES:</u>		
Net Income (Loss)	\$ (205,718)	\$ (81,083)
Adjustments to Reconcile Net Income (Loss) to		
Net Cash Provided by Operating Activities:		
Bad Debt Expense	7,477	61
Depreciation	3,473	3,473
Decrease (Increase) in:		
Assessments Receivable	(3,829)	(6,167)
Accrued Interest	(2,253)	(966)
Income Taxes Receivable	4,599	(4,585)
Accounts Receivable - Other	1,146	(17,028)
Prepaid Expenses	2,017	(4,938)
Fuel Oil Inventory	19,688	(49,470)
Increase (Decrease) in:		
Accounts Payable	(34,348)	4,003
Accrued Payroll	(6,264)	(8,840)
Income Taxes Payable	(3,941)	-
Prepaid Assessments	12,006	13,568
Key Deposits	(24,280)	3,725
Net Cash Flows from Operating Activities	<u>\$ (230,227)</u>	<u>\$ (148,247)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES:</u>		
Received from Assessments (Reserves)	\$ 552,220	\$ 656,392
Disbursed for Reserve Expenditures	(174,814)	(905,237)
Received from Interest-Bearing Deposits	1,118,000	630,000
Disbursed for Interest-Bearing Deposits	(1,400,000)	(1,200,000)
Net Cash Flows from Investing Activities	<u>\$ 95,406</u>	<u>\$ (818,845)</u>
Net Cash Change in Cash and Cash Equivalent:	(134,821)	(967,092)
Cash and Cash Equivalents at Beginning Year	<u>1,184,242</u>	<u>2,151,334</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 1,049,421</u></u>	<u><u>\$ 1,184,242</u></u>
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</u>		
Cash Paid for Income Taxes	<u><u>\$ 9,000</u></u>	<u><u>\$ 9,264</u></u>

See Accompanying Notes to Financial Statements

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014

NOTE 1 - NATURE OF OPERATIONS:

The Condominium is an association organized under the laws of the Commonwealth of Virginia in 2004 for the purposes of maintaining and preserving the common property of the Condominium. The Association is located in Alexandria, Virginia and consists of 525 units. The Association's Board of Directors administers the operations of the Condominium.

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES:

A) Method of Accounting - The financial statements are presented on the accrual method of accounting in which revenues are recognized when earned and expenses when incurred, not necessarily when received or paid.

B) Member Assessments - Association members are subject to assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessments receivable at the balance sheet date represent fees due from unit owners. The Association's policy is to assess late and interest charges and to retain legal counsel and place liens on the properties of owners whose assessments are delinquent. Any excess assessments at year-end are retained by the Association for use in future years. The Association utilizes the allowance method of accounting for bad debt.

C) Common Property - Real property and common areas acquired from the declarant and related improvements to such property are not recorded in the Association's financial statements because those properties are owned by the individual unit owners in common, and not by the Association. Common property includes, but is not limited to, the exterior structures, mechanical equipment and recreational facilities.

D) Fuel Oil - The Association maintains a fuel oil inventory for heating purposes. The fuel oil inventory is valued using the first-in first-out (FIFO) method of inventory valuation.

E) Depreciation - Fixed assets are carried at cost. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets. Items capitalized are depreciated through the statement of income.

F) Estimates - The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions. Such estimates affect the reported amounts of assets and liabilities. They also affect the disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014  
(CONTINUED)

NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES: (CONTINUED)

G) Cash Equivalents - For purposes of the statement of cash flows, the Association considers all highly liquid investments and interest-bearing deposits with an original maturity of three months or less to be cash equivalents.

NOTE 3 - REPLACEMENT RESERVES:

The Association's governing documents require that funds be accumulated for future major repairs and replacements. Accumulated funds are generally not available for expenditures for normal operations.

The Association had a replacement reserve study conducted by PM+ Reserves during 2015. The table included in the Supplementary Information on Future Major Repairs and Replacements is based on this study.

For 2015, the Association budgeted to contribute \$552,220 to reserves.

Funds are being accumulated in replacement reserves based on estimates of future needs for repair and replacement of common property components. Actual expenditures may vary from the estimated future expenditures and the variations may be material; therefore, amounts accumulated in the replacement reserves may or may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Board of Directors, on behalf of the Association may increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available.

As of December 31, 2015 and 2014, the Association had designated \$3,147,251 and \$2,928,508 for replacement reserves. These designated reserves were funded by cash and interest-bearing deposits.

NOTE 4 - INCOME TAXES:

For income tax purposes, the Association may elect annually to file either as an exempt condominium or as an association taxable as a corporation. As an exempt condominium, the Association's net assessment income would be exempt from income tax, but its interest income would be taxed. Electing to file as a corporation, the Association is taxed on its net income from all sources (to the extent not capitalized or deferred) at normal corporate rates after corporate exemption, subject to the limitation that operating expenses are deductible only to the extent of income from members. For 2015 and 2014, the Association's income taxes were calculated using the corporate method.

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014  
(CONTINUED)

NOTE 4 - INCOME TAXES: (CONTINUED)

The Association's policy is to recognize any tax penalties and interest as an expense when incurred. For the years ended December 31, 2015 and 2014, the Association did not incur any penalties and interest related to income taxes. The Association's federal and state tax returns for the past three years remain subject to examination by the Internal Revenue Service and the Commonwealth of Virginia.

NOTE 5 - CASH AND INTEREST-BEARING DEPOSITS:

As of December 31, 2015, the Association maintained its funds in the following manner:

<u>Institution</u>	<u>Type Account</u>	<u>Cash and Cash Equivalents</u>	<u>Interest- Bearing Deposits</u>	<u>Total</u>
Alliance	Checking	\$ 103,128	\$ -	\$ 103,128
Petty Cash	Imprest	300		300
Alliance	Money Market	117,391		117,391
RBC Reserve	Money Fund	828,602		828,602
RBC Wealth				
(Various Institutions)	Certificates of Deposit (18)		2,698,000	2,698,000
	Totals	<u>\$ 1,049,421</u>	<u>\$ 2,698,000</u>	<u>\$ 3,747,421</u>

The Association has funds maintained in an RBC Reserve money fund. Although the value per share of this account has not changed since it was opened and its goal is to maintain a per share value of \$1, this account is subject to market fluctuation risk. Therefore, the market fluctuation risk as of December 31, 2015 and 2014 was \$828,355 and \$823,135, respectively.

Balances at banks are insured by the FDIC for up to \$250,000 per financial institution. Amounts in excess of the insured limits were \$96,742 and \$125,743 as of December 31, 2015 and 2014, respectively.

Cash and securities held at a SIPC member brokerage firm are insured by the SIPC for up to \$500,000, which includes \$250,000 limit for cash. The Association maintains funds in a brokerage account which are subject to SIPC limits.

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014  
(CONTINUED)

NOTE 6 - ASSESSMENTS RECEIVABLE - NET:

The Association utilizes the allowance method of accounting for bad debt. Individual receivables are written off as a loss when a determination is made that they are non-collectible. Under the allowance method, collection efforts may continue and recoveries of amounts previously written off are recognized as income in the year of collection.

	<u>2015</u>	<u>2014</u>
Assessments Receivable	\$ 31,843	\$ 28,271
Less: Allowance for Doubtful Assessments	<u>(16,448)</u>	<u>(9,228)</u>
Assessments Receivable - Net	<u>\$ 15,395</u>	<u>\$ 19,043</u>

NOTE 7 - FIXED ASSETS - NET:

Fixed assets purchased by the Association are carried at cost. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets. The current year operating depreciation was \$3,473. The Association owns units 113 and 908. Unit 908 is being rented to a tenant. Unit 113 was acquired from the declarant during transition and was converted into a recreational room. The cost of unit 908 is being depreciated over a period of 27.5 years, using a straight-line method. A portion of the cost is allocated to land.

	<u>2015</u>	<u>2014</u>
Condominium Unit	\$ 95,516	\$ 95,516
Land	10,612	10,612
Equipment	12,351	12,351
Less: Accumulated Depreciation	<u>(104,322)</u>	<u>(100,849)</u>
Fixed Assets - Net	<u>\$ 14,157</u>	<u>\$ 17,630</u>

NOTE 8 - OPERATING RESERVES:

The Association has established an operating reserve for unexpected contingencies. During 2015 and 2014, the Association did not contribute to this fund. As of December 31, 2015 and 2014, the balance in the operating reserve was \$113,012. This fund was funded by cash and interest-bearing deposits.

NOTE 9 - PENSION PLAN:

The Association has established a simplified pension plan for its employee. The Association matches each employee's contribution up to 2% of their gross salary. The amount funded is \$4,421 and \$4,396 in 2015 and 2014, respectively. The employee's interest in the plan is 100% vested.

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2015 AND 2014  
(CONTINUED)

NOTE 10 - SUBSEQUENT EVENTS:

In preparing these financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through October 3, 2016, the date the financial statements were available to be issued.

Subsequent to year end, the Association incurred \$76,613 in replacement reserve expenditures.

In addition, the Association entered into a contract for floor replacement in the lobby at a total cost of \$74,927 in 2016. This project will be funded from replacement reserves.



RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.  
SUPPLEMENTARY INFORMATION ON  
FUTURE MAJOR REPAIRS AND REPLACEMENTS  
DECEMBER 31, 2015  
(UNAUDITED)

The Association had a replacement reserve study conducted by PM+ Reserves during 2015 to estimate the remaining useful lives and the replacement costs of the components of common property. Replacement costs were based on the estimated costs to repair or replace the common property components at the date of the study. The estimated replacement costs presented below do not take into account the effects of inflation between the date of the study and the date the components will require repair or replacement; however, the Association's replacement reserve study does take inflation into consideration when evaluating future expenditures and recommended contributions to reserves.

The following has been extracted from the Association's replacement reserve study and presents significant information about the components of common property.

<u>Component</u>	<u>2015 Estimated Remaining Useful Life (Years)</u>	<u>2015 Estimated Replacement Cost</u>
Roofing	7-27	\$ 1,475,320
Façade	2	142,000
Windows/Doors	10-25	1,773,950
Balconies	4-19	364,800
Decorating	3-29	1,207,000
Mechanical/Plumbing/Electrical	1-45	16,914,200
Pavements	1-15	441,710
Courts and Tot-Lots	2-30	157,700
Swimming Pool	1-18	296,570
Other Property Features	1-37	42,750
Annual Allowance	1	58,010

Reserve Study



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RESIDENTIAL





FINAL Report of

## Condition Assessment and Reserve Study



### River Towers Condominiums Alexandria, Virginia

June 3, 2020

FEA Project No. R01.2019.009487





FACILITY ENGINEERING ASSOCIATES, P.C.  
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June 3, 2020

Veronica Brown  
General Manager  
River Towers Condominiums  
6621 Wakefield Drive  
Alexandria, Virginia 22307

**SUBJECT: FINAL Report of Condition Assessment and Reserve Study  
River Towers Condominium  
6621 Wakefield Drive  
Alexandria, Virginia  
FEA Project R01.2019.009487**

Ms. Brown,

Facility Engineering Associates, P.C. (FEA) has completed this final report of our Condition Assessment and Reserve Study for the River Towers Condominium in Alexandria, Virginia. This study was performed in accordance with the level of service defined by the National Reserve Study Standards of the Community Associations Institute (CAI) as a **Reserve Study Update with Site Visit (Level I)**. This includes verification of component inventory, condition assessment, life and valuation estimates, a review of reserve fund status, and a reserve funding plan. Our scope of work was outlined in our Proposal No. P01.2019.009487, which was authorized by William Nichols on June 7, 2019.

The total capital/reserve fund balance is projected to be **\$4,952,166** as of **January 1, 2020**. The projected annual contribution to the capital/reserve fund for 2020 is expected to be **\$729,875**. Based on the projected expenditures, the River Towers is not sufficiently funded over 20-year study. In short, we recommend increasing the contribution from 3% to 6% per year and anticipate securing a loan or special assessment for \$2-million in 2025. Our reserve fund analysis does not include repayment of this loan or assessment in the following years. It is assumed that repayment would be completed outside of the reserve fund. Another option is to increase the contribution from 3% to 8% annually until the end of the study period.

Mostly due to wear and age, we identified a number of major projects to be performed over the study period involving the façade, roof, windows, elevators, electrical, and piping replacements and repairs. Table 2 lays out an annual project list that shows a typical year of recommendations with an opinion of cost for \$1-2 million. In 2025, the first of the electrical service replacements begin. Delaying any of these projects only temporarily defers the inevitable. Based on industry standards, observed conditions and past maintenance practices, the recommendations and expenditure tables provide planning guidance to address component and systemic issues in a timely basis and in conjunction with the recommended cashflow option. With this in mind, some of the requested draft report comments and changes have been acknowledged and addressed in the final report. Where possible, the final report accommodates the draft comments and change requests; otherwise, the original recommendation



essentially remains as submitted. Most items occur later during the study period, so there should be time to further evaluate the reserve requirements.

In brief, there are too many large-ticket items for the reserves to address the costs without a loan, assistance by special assessment, or aggressive annual contribution increases. While loans carry a cost (which is not captured in this analysis), special assessments can be burdensome; therefore, the recommended funding scenario follows the path of increased contributions – contribution levels that can be reduced later in the study period once the projects are completed.

The recommended funding scenario presented, 4A, involves a 6% annual contribution and a \$2,000,000 cash infusion in 2025. The reserves will hover around 10% during much of the study period. During these periods, the reserve balance stays above \$1.5M (7%). In scenario 4B, without the cash infusion, has an 8% annual increases to contributions; however, the reserves dip down to around 0% in 2027.

FEA recommends that this reserve study be updated every three to five years. We have enjoyed working with you on this project and look forward to serving you again in the future.

Respectfully,  
**FACILITY ENGINEERING ASSOCIATES, P.C.**

A handwritten signature in blue ink, appearing to read "D-E Yon", written over a light blue circular stamp.

Douglas E. Yon, PE, CEM  
Project Manager

A handwritten signature in blue ink, appearing to read "Brian T. Isleib", written over a light blue circular stamp.

Brian T. Isleib, PE, SE (IL), RS  
Senior Engineer



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## DISCLOSURES

The following disclosures are provided in keeping with the Community Association Institute's (CAI) standards for Reserve Specialists and Reserve Study Reports.

1. **General:** Description of other involvement with the association, which could result in actual or perceived conflicts of interest.

FEA has not had any previous involvement with the Association.

2. **Physical Analysis:** Description of the thoroughness of the on-site observations. Our survey was visual in nature and involved no destructive testing in order to gain access to hidden conditions. All types of the common elements were observed either in whole or by a representative sample. FEA performed on-site measurements of pavements and walkways to determine quantities.

3. **Financial Analysis:** FEA assumed a 2.5% inflation rate based on the average percent increase in the Consumer Price Index over the last 10 years. Based on information provided to FEA from property management, the study assumes 0.75% interest on reserve fund investments is directed back into the reserve funds each year.

4. **Personnel Credentials:** The report was prepared by Serena Zahrah and Douglas Yon of FEA. They are project managers with FEA. Doug is a licensed Professional Engineer in Massachusetts and Serena is a licensed Professional Engineer in Virginia.

Brian Isleib of FEA was responsible for reviewing the reserve study. He is a licensed Professional Engineer in Virginia and a Reserve Study Specialist.

5. **Update Reports:** As a Full (Level 1) Reserve Study, this report is not dependent on any prior Reserve Studies.
6. **Completeness:** Material issues which, if not disclosed, would cause a distortion of the association's situation. FEA is not aware of any such issues.
7. **Reliance on Client Data:** Information provided by the general manager regarding financial, physical, quantity, or historical issues has been deemed reliable by FEA. The study was assembled for the association's use, not for performing an audit, quality/forensic analyses, or background checks of historical records.
8. **Reserve Balance:** The actual or projected totals presented in the Reserve Study are based on information provided and were not audited.
9. **Component Quantities:** As a Full (Level 1) Reserve Study, the component quantities are based on site observations and quantity takeoffs performed by FEA.
10. **Reserve Projects:** Information provided by the Association about completed or planned reserve projects was considered reliable. FEA's on-site observations should not be considered a project audit or quality inspection.





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## ELEMENTS OF A RESERVE FUND PLAN

One of the most important assets held by a Community Association (Condominium Association, Homeowners Association, Cooperative, etc.) is its replacement reserve fund. The main goal of the fund is to protect property value, not only for common areas within a community, but also for individual residential (or commercial) properties within the community. Reserve funds protect property by providing the means to replace deteriorated capital assets before they become problematic, ultimately lowering property values.

One method of managing reserve funds is the component method. In this method, each common element requiring replacement reserve funds has its own separate "account" from which the community draws money when replacement is needed. Each "account" is allotted a percentage of the community's assessments in order to build the fund in anticipation of capital asset replacement. The percentage allotted for a particular capital asset is often related to that asset's replacement value and anticipated life in relation to the total capital asset value of all the community's common elements. The level of assessment is set so that each individual common element is adequately funded when the time for replacement occurs.

Another concept for managing reserve funds is the cash flow method. This method combines all of a community's reserve funds into one "account," from which the community draws funds for capital replacement needs. Reserve fund assessments are deposited entirely into the one "account." The level of assessment is set so that the replacement reserve fund stays above a minimum level, usually set as a percentage of the community's total capital asset value or a threshold dollar figure. The minimum level, or threshold, depends on a variety of factors, such as condition and age of the community.

Comparison of the two analysis methods reveals that using the component method, a community's replacement needs are often either overfunded, as a total reserve balance, or underfunded for individual reserve components, and assessment requirements tend to vary from year to year. Using the cash flow method, communities can adequately fund their capital asset replacement needs while maintaining lower, consistent assessments.

The reserve fund is only one aspect of a reserve fund plan. In order to know if a property is adequately funded, a Community Association must know how and when the reserve fund will be spent, and how and to what level the fund must be replenished. This is accomplished through a reserve study.

To develop a reserve fund plan, Facility Engineering Associates, P.C. (FEA) observes and documents the condition of common property elements or systems and assesses whether or not the systems are functioning properly and when the systems will require replacement. FEA estimates replacement costs by taking into account reliability of currently in-place systems, our experience with similar systems, constructability of replacement systems, and the potential for unforeseen circumstances. Using the replacement cost data developed for the study, we analyze the reserve fund requirements for the community. Our analysis method is a hybrid of the previously described cash flow and component methods.

First, we summarize the replacement cost data for each component of common community property, summing the replacement cost of each component to arrive at the total capital asset value of the





property. During this phase of the study, we may include maintenance items, and we may not include items that are truly reserve replacement items. The rationale for adding or deleting items is primarily cost. Maintenance items that are performed regularly and tend to be costly may be included, while items which infrequently require replacement and whose cost is insignificant need not be included.

Then we estimate the timing of replacements over the study period based on the observed property conditions and our experience with similar common elements. It is important to recognize that the information provided by the reserve study is not a mandate for managing and maintaining the community's common property. Often items are not replaced which have been projected for replacement in the study. Further, there may be certain items that are somewhat discretionary from a replacement standpoint, and their replacement timing or value can vary according to the goals and financial circumstances of the community.

Next, we look at the required reserve expenditures for each year of the study period, allowing us to look ahead for years when large expenditures are likely. From this spending forecast, we can determine if complete replacement of a component can be funded, or if a phased approach is required. Occasionally, replacement of a particular component may be hastened or deferred in order to more evenly distribute expenditures from year to year.

Once the timing of replacements is estimated, we determine the required reserve fund contribution for each common property component or system in each year of the study. The sum of all component contributions in a particular year is the contribution that would be required in that year by the component method of analysis.

Finally, for each year of the study period we sum the contributions and expenditures to determine if the property is adequately funded, and if not, what will be required to reach proper funding levels. Using the cash flow method, we determine an appropriate minimum level of funding for the community's common property replacement needs. Then we analyze different funding scenarios to arrive at a realistic recommendation for the community's reserve fund assessments.

The final report contains a considerable amount of information. To help understand where to find the appropriate information for a particular question, we offer the following description of the report contents.

Although the descriptive text of the report is presented up front, and the financial data is presented as appendices, that does not mean that the text supersedes the tables in the appendices. On the contrary, when the report is used as a planning tool, which is its ultimate purpose, the tables in the appendices are the most important part of the report. It is important to understand that **these tables represent a model and not a mandate**. The text is supplemental to the appendices and need not be read cover to cover. Once a reserve fund plan is implemented and a particular component requires replacement, the text can provide guidance regarding appropriate replacement systems and techniques.

The report text is broken down so that similar or related building or site systems are grouped into sections. Each section is further broken down into three parts -- Description, Condition, and Recommended Repairs/Replacements. In that manner, we describe each component, assess its



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condition, and recommend repairs or replacements. We provide an explanation of our estimate in cases where we encountered unusual conditions or made basic assumptions.

Appendices consist of a series of tables that we have developed in conjunction with property managers. Tables 1 and Table 2 summarize the anticipated expenditures by system and by year, respectively. Table 3 is a summary of required reserve fund contributions by component, for the predicted expenditures. Allocations of the existing reserve fund balance are made relative to individual component service life and repair/replacement cost. Table 4 is a Cash Flow Summary, which illustrates how the reserve fund is affected by the annual reserve contributions and projected expenditures. Often, we will show cash flow summaries for more than one funding scenario, to demonstrate the effect of increasing or decreasing reserve contributions. These scenarios can then be used to determine how a community can best fund their capital assets. In addition to the Cash Flow Summary tables, we provide a bar chart plotting expenditures and reserve balances by year, and a line graph illustrating the funding level versus recommended ranges. Tables 1 through 3 reference text sections for descriptions of components and their replacement needs. The tables and charts that make up Table 4 provide the answers to the following questions:

***Are we adequately funded to meet our capital replacement needs?***

...and if not...

***What will it take to bring our reserve fund up to an appropriate level?***



## Table of Contents

<u>Section</u>	<u>Page</u>
<b><i>DISCLOSURES</i></b> .....	<b><i>i</i></b>
<b><i>ELEMENTS OF A RESERVE FUND PLAN</i></b> .....	<b><i>ii</i></b>
<b><i>Introductory Summary</i></b> .....	<b><i>1</i></b>
<b><i>Site Features</i></b> .....	<b><i>2</i></b>
1.0    HardScapes .....	2
1.1    Road and parking lot Asphalt Pavements .....	2
1.2    Pedestrian Pavements And Other Concrete Features .....	3
2.0    General Site Features .....	5
3.0    Pool Facilities .....	10
3.1    Pools .....	10
3.2    Pool House .....	10
3.3    Pool Deck And Picnic areas .....	12
<b><i>Building Exteriors</i></b> .....	<b><i>13</i></b>
4.0    Building Exterior Shell .....	13
4.1    Roofs and Roof Drainage .....	13
4.2    Exterior Walls, windows, and doors .....	15
4.3    Balconies .....	16
5.2    Building Entrances .....	17
<b><i>Building Systems</i></b> .....	<b><i>18</i></b>
6.0    Mechanical Systems .....	18
6.1    Hydronic Heating and Cooling Systems .....	18
6.2    Air-Conditioning Systems .....	22
6.3    Miscellaneous Systems (Exhaust Systems and Trash Chutes) .....	23
7.0    Electrical Systems .....	24
7.1    Electrical Service, Main Switchgear, and Power Distribution Systems .....	24
7.2    Emergency Power Generation and Distribution .....	26
7.3    Lighting Systems .....	26
7.4    Miscellaneous Electrical/Electronic Systems (Telephone, Surveillance, Antenna) .....	27
8.0    Plumbing Systems .....	29
8.1    Domestic Hot and Cold-Water System .....	29
8.2    Sanitary and Storm Drainage System .....	30



---

8.3	Natural Gas Piping System.....	30
9.0	Fire Protection .....	32
10.0	Elevators .....	34
<b><i>Building Interiors.....</i></b>		<b>35</b>
11.0	Interior Furnishings and Finishes.....	35

Appendices

Appendix A: Expenditure Summary by System

Appendix B: Expenditure Forecast by Year

Appendix C: Component Contribution by Year

Appendix D: Cash Flow Summaries

Appendix E: Photographs



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## Introductory Summary

The River Towers Condominium consists of 525 units located in three 9-story buildings located in Alexandria, Virginia at 6621, 6631, and 6641 Wakefield Drive. The community was constructed between 1962 and 1963 and converted to condominiums in 1984. River Towers amenities include a swimming pool with a pool house and deck, tennis courts, a basketball court, playground equipment, a club room, an exercise room and picnic and garden areas.

Interior elements which are the responsibility of the Condominium Association consisted of common spaces and treatments including unit doors. Exterior elements under the responsibility of the Association included private roads and parking areas, curbs and gutters, sidewalks, street and entrance signs, retaining walls, fences, exterior and street lighting, gazebos, a bridge, a monument, landscaping, and storm water drainage features.

Facility Engineering Associates, P.C. (FEA) was requested to provide a Reserve Study for River Towers Condominium, as outlined in FEA Proposal No. P01.2019.009487, dated May 15, 2019. This effort included a visual survey to determine the condition of the common elements under the control of the Condominium.

On July 19, 2019, Doug Yon, Serena Zahrah, Emily Garbera, and Carl Miller of FEA visited the site to observe and document the condition of common elements at the property. Serena Zahrah and Emily Garbera returned on July 29, 2019, and Doug Yon returned on August 6, 2019. Our survey was visual in nature and involved no destructive testing in order to gain access to hidden conditions. Ms. Veronica Brown of River Towers Condominium provided additional information.

This report summarizes our findings, provides brief recommendations for repairs or replacements, and includes a model Reserve Fund Plan for anticipating future spending needs. All information presented is based on the condition of the community common elements at the time of our site visits in July 2019. Reserve Fund Plan cost data is based on published construction cost data, FEA experience with similar projects, conversations with local contractors, and information provided by management based upon previous expenditures. Actual construction costs can vary significantly due to time of season, material costs, material availability, unforeseen conditions, and other factors beyond our control. An explanation of the Reserve Fund Plan Tables is provided in the attached appendix.

Please note that our scope of services did not include assessment, evaluation, sampling or testing of asbestos-containing materials, lead-based paint, lead in drinking water, indoor air quality, radon, mold, or other potentially hazardous materials or environmental conditions.



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## Site Features

### 1.0 HARDSCAPES

The site was served with hardscape surfaces for vehicular and pedestrian use. Hardscapes included pavements and curbing for roads, parking lots, sidewalks, and other pedestrian rights-of-way.

#### 1.1 ROAD AND PARKING LOT ASPHALT PAVEMENTS

##### Description and Condition

All driving surfaces at the property were asphalt pavement and included multiple parking areas, a drive lane to the entrance of each building, drive lanes between buildings, and Wakefield Drive. Building 6621 had approximately 14,300 square yards of asphalt pavement comprised of parking areas located north of Wakefield Drive, and on the east and northwest of the building, and the entrance drive lane. Building 6631 had approximately 6,700 square yards of asphalt pavement comprised of parking areas located west of the building and the entrance drive lane. Building 6641 had approximately 10,100 square yards of asphalt pavement comprised of parking areas located north and northwest of Wakefield Drive, and on the west, northeast, and northwest of the building, and drive lanes surrounding the building. Wakefield Drive was approximately 5,500 square feet of pavement area.

Generally, asphalt paving throughout the property parking areas appeared to be in fair condition. FEA observed longitudinal and transverse cracks, as well as isolated areas of tightly spaced cracks, or "alligator" cracks, on the surface, which may indicate base failure. FEA also observed areas of previously applied crack sealant where the sealant had failed. The asphalt pavement and striping at drive lane at building entrances were generally in good condition and appeared to have been repaired recently. The striping throughout the remainder of the property was generally faded.

At the parking area located north of Wakefield Drive, adjacent to Building 6621, a substantial amount of weed growth was observed through the cracks in the asphalt pavement. Additionally, there was evidence of heaved pavement from a tree root, although it appeared the tree had been removed, at an entrance to the parking area. A large pothole was observed at another entrance. One row of parking stalls within this parking area appeared to have had the asphalt pavement recently repaired.

At the parking area adjacent to the west of Building 6631, asphalt pavement at three rows of parking stalls appeared to have repairs completed recently and asphalt and striping appeared to be in fair to good condition.

At Building 6641, the asphalt pavement at the drive lane below the entrance canopy was observed to be in fair to poor condition, with surface wear and deteriorated striping, although it appeared to have been repaired with the asphalt pavement at the other two building entrances.



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## Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 1.1.a Asphalt resurfacing is typically needed about every 20 years. The reserve tables include a sum of **\$228,800** in 2025 for mill and overlay of asphalt areas adjacent to Building 6621.

The reserve tables include a sum of **\$195,200** in 2027 for mill and overlay of asphalt areas adjacent to Building 6631 and at Wakefield Drive.

The reserve tables include a sum of **\$161,600** in 2026 for mill and overlay of asphalt areas adjacent to Building 6641.

- 1.1.b An allowance for full-depth asphalt repairs adjacent to Building 6621 is recommended starting in 2025. Full-depth repairs are generally needed in areas where tightly spaced cracks or potholes indicate base failure of the pavement. Repairs should consist of removal of failed asphalt and soft subgrade material, and replacement with compacted aggregate and new asphalt. The tables include an allowance of **\$42,900** based on repair of about 5% of the pavement area. Actual amounts may vary between cycles.

An allowance for full-depth asphalt repairs adjacent to Building 6631 and at Wakefield Drive is recommended starting in 2027. The tables include an allowance of **\$36,600** based on repair of about 5% of the pavement area. Actual amounts may vary between cycles.

An allowance for full-depth asphalt repairs adjacent to Building 6641 is recommended starting in 2026. The tables include an allowance of **\$30,300** based on repair of about 5% of the pavement area. Actual amounts may vary between cycles.

- 1.1.c Crack filling and sealcoating will help minimize water infiltration into the pavement subgrade which can lead to additional pavement failure. FEA recommends that the pavements be crack sealed, seal coated, and re-stripped every five years except when milling and paving takes place. The opinion of cost for seal coating adjacent to Building 6621 is **\$28,600** starting in 2020.

The opinion of cost for seal coating adjacent to Building 6631 and at Wakefield Drive is **\$24,400** starting in 2022.

The opinion of cost for seal coating adjacent to Building 6641 is **\$20,200** starting in 2021.

## 1.2 PEDESTRIAN PAVEMENTS AND OTHER CONCRETE FEATURES

### Description and Condition

The property had various concrete site features including sidewalks, curb and gutter, steps, pads at the building entrances, and bridges. It was reported that minor concrete and curb repairs were completed in 2015 and 2018.



Sidewalks were present around parking areas, buildings, and throughout the greenspaces on the property. Sidewalks varied in width from 3 to 8 feet wide. There was approximately 42,600 square feet of sidewalks around the perimeters of Building 6621, Building 6631, Building 6641, and the parking areas. There was an additional approximately 8,400 square feet of sidewalk in the community picnic area and other greenspace at the south of the property. There was a concrete pedestrian bridge, approximately 600 square feet, leading to the community picnic area, and there was approximately 970 square feet of concrete pavement at a vehicle bridge at W. Wakefield Drive at the northwest portion of the property and the intersection with Wakefield Drive.

The concrete elements were generally noted to be in good condition. Instances of cracked sidewalks were observed. FEA observed locations of concrete sidewalk panels that had been replaced throughout the property. There were concrete steps and landings at some building entrances as part of the property sidewalk network. Additionally, concrete panels at curb cuts with an exposed aggregate finish were noted at some locations of sidewalks.

There was a concrete pedestrian bridge leading to the community picnic area. Cracks were observed in the sidewalk concrete panels adjacent to both sides of the pedestrian bridge. The concrete on the bridge appeared to be in good to fair condition. An additional concrete bridge for vehicular traffic was observed on W. Wakefield Drive, adjacent to Building 6641. The bridge appeared to be in good to fair condition, although there was a longitudinal concrete crack along the center of the drive lane.

Additionally, about 11,300 linear feet of concrete curb and gutter was measured throughout the site. Curbs and gutters throughout the site were generally in good to fair condition. Isolated sections were observed to be cracked or spalled. Some curbs and gutters were painted, however the paint was deteriorated and flaked in multiple locations.

## Recommendations

Replacement of concrete elements is typically done on a periodic basis as problems arise rather than a total replacement of all the sidewalks, curbs and gutters, and steps at one time. The tables in the attached appendices show the following repairs or replacements.

- 1.2.a The reserve tables include a combined total allowance of **\$21,040** for the replacement of cracked or settled concrete elements every five years, starting in 2024. This may be performed at the same time as asphalt repairs.
- 1.2.b The reserve tables include an allowance of **\$16,950** to replace concrete curbs and gutters every five years, starting in 2024. This accounts for approximately 5% of the total curbs and gutters. This may be performed at the same time as asphalt repairs.





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## 2.0 GENERAL SITE FEATURES

Other site features at River Towers Condominium included outdoor recreation amenities, community picnic area, community garden, playground, outdoor seating areas, site signage, railings, fences, dumpster areas, and landscaping. Property-owned vehicles have been included in this section.

### Outdoor Recreation Amenities

In the greenspace south of Building 6621 there were two tennis courts. The tennis courts appeared to be an acrylic covered hardcourt surface with a perimeter vinyl-coated steel chain link fence. Each court had a net and there were several wooden benches within the court. The tennis courts were approximately 14,300 square feet and the perimeter fence was approximately 485 linear feet. It was reported that the tennis courts were resurfaced in 2018.

Adjacent to the tennis courts, there was a basketball court. The basketball court also appeared to have an acrylic covered hardcourt surface surrounded by a vinyl coated chain link fence. Within the court there was a wooden bench and basketball hoops supported by metal posts. The basketball court was approximately 3,800 square feet and the perimeter fence was approximately 250 linear feet.

The outdoor recreation courts were observed to be in good condition. Painted court markings were not deteriorated, and the perimeter fences were in good condition.

Additionally, a wood framed, painted kayak rack was located southeast of Building 6621. The kayak rack appeared to be in poor condition with deteriorated paint and wood elements. There was also a volleyball net setup southwest of Building 6631, adjacent to the community picnic area. The net was attached to two metal posts and installed in the grass.

### Community Picnic Area

The property included large greenspace areas and a community picnic area. Numerous plastic composite picnic tables and benches with metal framing were located throughout the community picnic area, as well as grills with concrete foundation and trashcans. Plastic composite benches with metal framing were located throughout the property in the greenspace areas as well. Overall the community picnic area and elements were observed to be in good condition.

### Community Garden

South of the community picnic area, a community garden was located at the perimeter of the property. The garden included planter boxes, a woodshed with asphalt shingle roof, and a perimeter steel chain-link fence approximately 700 linear feet. The chain-link fence appeared to be in fair condition, with corrosion and one portion of damaged chain-link observed.

### Playground

A community playground was located adjacent to the community picnic area. The playground consisted of mulch surface enclosed with a plastic retaining border and steel framed equipment with plastic



components. A sandbox was present, also with a plastic retaining border. It was reported that the playground was restructured in 2018. Overall, the playground was in fair condition. Corroded fasteners were observed at the steel framed elements and the plastic components appeared faded.

It should be noted that commercial and residential playground equipment in the Commonwealth of Virginia must meet ASTM standards. Based on the U.S. Consumer Product Safety Commission (CPCS) guidelines, public playground safety inspections are also required in Virginia. FEA recommends having the playground assessed by a certified playground safety inspector.

#### Outdoor Seating Areas

There were two outdoor seating areas on the property. One was located behind Building 6621, and the other was located behind Building 6641. Both areas included a painted wooden table and benches on a concrete slab with concrete steps. A wooden umbrella was located above the table that was framed with metal. The outdoor seating areas were in poor condition. Paint was deteriorated and flaked at the wood elements, and wood splitting and holes were observed. Cracks were also observed in the concrete slab.

Outdoor furniture was also located throughout landscaped areas of the property. Furniture including composite metal framed benches, wood benches, and trash cans. The various outdoor furniture pieces were in good condition.

#### Signage

A large entrance monument was located in a landscaped area on the northern perimeter of the property along Wakefield Drive. The entrance monument consisted of a brick masonry wall with a painted wood sign. The entrance sign was reportedly replaced in 2016 and appeared to be in good condition. Some cracks in the mortar at the brick masonry wall were observed.

Throughout the property, parking signs and stop signs were mounted on metal posts. The signs and posts were noted to be in good to fair condition.

#### Rails and Fencing

Metal railings were provided along concrete steps at entrances to each building. There was an additional metal railing along the pedestrian bridge near the community picnic area. Measurements indicated approximately 200 linear feet of metal railing. Metal railings surfaces were painted throughout. The railings were in fair condition with deteriorated paint and surface corrosion observed.

A steel chain link fence was observed around the perimeter of the property. Observations of the fence were limited due to visibility, but it appeared to be in fair condition; however, it was reportedly not the property of River Towers. Other fences are discussed with their associated site features.



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### Dumpster Areas

A dumpster area was located adjacent to the loading dock to the east of each building. The dumpster areas at Building 6621 and 6641 were placed on the asphalt pavement with a concrete pad, approximately 400 square feet each, located in front of the dumpsters. The dumpster area at Building 6631 was placed on a 400 square feet concrete pad. The concrete pads were cracked and had surface wear, but they appeared to be in fair condition. FEA anticipates the concrete repairs at the dumpster pads would be completed as part of the allowance provided in Section 1.2. The dumpsters also appeared to be in fair condition and were reportedly rentals paid from operating expenses. All dumpsters lacked enclosures.

### Landscaping

Landscaping at the property consisted primarily of trees and grassed lawn areas throughout the property with some shrubs and flowers. Landscaping was in generally good condition throughout the property. It is our understanding that the landscaping is maintained with the operations and maintenance budget and not reserve funds.

### Maintenance Shed

Adjacent to the community picnic area was a maintenance shed. According to River Towers Condominium, the maintenance shed was previously a restroom facility, but was converted to a storage building for snow blowers, power washing equipment, and two condominium owned vehicles. The exterior of the building consisted of painted concrete masonry unit walls with an asphalt shingle roof. There were three access doors to the maintenance shed, two steel and one wood. The steel doors were in good condition, but the wood door was in poor condition. In general, the building exterior appeared to be in fair condition. Isolated cracks were observed, and paint appeared to be deteriorated or stained in some locations.

FEA was unable to access the interior of the building, however it was reported that the interior consisted of unfinished concrete masonry unit walls, exposed rafter ceiling, and a concrete slab floor covered with wood finish.

There was no reported building heat, air conditioning, or ventilation with the exception of four non-operating electric heaters reportedly located in the building. There was electrical service to a panel in the shed that provided 120V power for lighting and convenience outlets. Above the garage door exterior was an HPS light fixture which appeared in poor condition – its operational status was unknown. The service originated at an unmarked disconnect in the Pool power panel – likely a 120V single phase 20-amp breaker. The building lacked domestic water, sanitary, or drainage systems. The building had no fire alarm, fire suppression, or communication system.

Unless a major renovation was performed, providing for the lack of MEP/FLS services would be considered a capital improvement and not included in the reserves. We were not aware of such code requirements for the Maintenance Shed.



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## Vehicles

Vehicles included a truck and snowplow that were obtained in 2016. Vehicles are not traditionally considered a capital feature of the property. We assume that the vehicle would be retained and maintained for five to ten years with its replacement (including features) based on a business decision.

## **Recommendations**

The following repairs or replacements were initially identified by the assessment as typical capital reserve recommendations. However, River Towers has reported that it funds these items as operations and maintenance (OM) expenses, and not through the reserve funds. Therefore, these recommendations, while needful and should be addressed, are not shown as capital expenditures in the reserve fund analysis tables. They are listed as a part of this report only to reflect the efforts of the condition assessment and the extended needs of River Towers.

OM 2.1 An operating allowance of **\$35,750** has been identified in 2043 to resurface the tennis courts. FEA's opinion of cost for replacement of the chain link fence at the tennis courts is **\$12,125** in 2043. Additionally, an operating allowance of **\$1,000** was identified for replacement of the tennis nets in 2028. It was reported that these costs are paid by operation funds; therefore, it is only noted here and were not included in the reserve analysis.

OM 2.2 An operating allowance of **\$9,500** has been identified in 2042 to resurface the basketball court. FEA's opinion of cost for replacement of the chain link fence at the basketball court is **\$6,250** in 2042. Additionally, an operating allowance of **\$2,000** was identified for replacement of the basketball hoops in 2027. This recommendation is only noted here and were not included in the reserve analysis.

OM 2.3 An allowance for replacement of the kayak rack is noted for 2020. FEA's opinion of cost for replacement is **\$5,000**. This recommendation is only noted here and were not included in the reserve analysis.

OM 2.4 FEA has estimated the replacement of the playground equipment to be a lump sum of **\$15,000** every 10 years beginning in 2028. FEA also identified an allowance of **\$5,000** every 5 years, beginning in 2023, for replacement of the mulch at the playground. FEA recommends that the playground equipment be inspected by a certified playground inspector. The opinion of cost for the inspection every five years beginning in 2020 is **\$2,500**. It was reported that these costs are paid by operation funds; therefore, it is only noted here and were not included in the reserve analysis.

OM 2.5 An allowance of **\$5,000** was identified in 2026 for replacement of the sign at the entrance monument and repairs to the brick masonry wall at the entrance monument. FEA expects that site signage will be replaced on an as needed basis. FEA has identified **\$3,000** every five years, starting in 2021, for replacement or repairs to site signage. It was reported that these costs are paid by operation funds; therefore, it is only noted here and were not included in the reserve analysis.



OM 2.6 The exterior lighting fixture on the maintenance building appeared to be in poor condition and likely beyond its expected useful life of about 20 years. We recommend replacing the fixture in 2020. The table shows **\$2,000** for the replacement with an LED flood which should provide the same or better illumination for the same dispersal and range. . It was reported that these costs are paid by operation funds; therefore, it is only noted here and were not included in the reserve analysis.

OM 2.7 A budget allowance of **\$45,000** was included in 2031 for replacement of the truck and snowplow. On-going maintenance is expected to be completed as operational expenses. . It was reported that these costs are paid by operation funds; therefore, it is only noted here and were not included in the reserve analysis.

The following capital repairs and replacements are shown in the tables in the attached appendices.

- 2.a FEA expects that site furniture, including benches, picnic tables, grills, and trash cans, will be replaced on an as-needed basis. FEA has included an allowance of **\$10,000** every ten years, starting in 2029, for replacement of site furniture.
- 2.b FEA's opinion of cost for replacement of the chain link fence at the garden is **\$15,400** in 2022. The gardening shed should continue to be serviceable with an allowance of **\$1,600** for replacement of the asphalt shingle roof and a five-year allowance cycle of **\$3,000** for repairs of the shed and planters beginning in 2023. However, the River Towers has requested that the table show the installation of a new gardening shed in 2023. The table show an allowance of **\$10,000** for new the shed.
- 2.c The outdoor seating areas should be replaced. FEA's opinion of cost to replace these tables and umbrellas in kind is **\$16,000** in 2020. FEA anticipates the concrete repairs would be completed as part of the allowance provided in Section 1.2.
- 2.d The metal railings throughout the property should have a useful life of 30 years and are scheduled for replacement in 2023. Periodic corrosion removal and painting should be performed every 5 years following replacement as an operational expense item. FEA's opinion of cost for replacement is **\$7,000**.
- 2.e The maintenance shed should continue to be serviceable with a ten-year cycle of **\$10,000** general repairs after an initial 2020 allowances of **\$4,800** for the replacement of the asphalt shingle roof, **\$2,000** for replacement of the wood door with steel, and **\$2,000** for repainting/refinishing the two existing steel doors. However, the River Towers has requested that the table show the installation of a new maintenance shed in 2020. With the scope and potential improvements to be determined, the tables show a budget of **\$30,000** for the new shed.
- 2.f An allowance of **\$10,000** was included in the reserve tables in 2020 for an inventory study related to the large trees throughout the property. An approximate allowance of **\$25,000** was included every three years related to maintenance/removal of the trees; however, the actual cost would be dependent on the findings of the study.



### 3.0 POOL FACILITIES

#### 3.1 POOLS

##### Description and Condition

An outdoor pool was located on the property between Building 6631 and Building 6641. There was a large pool and small circular wading pool. Posted pool documentation indicated that the large pool had a water surface of approximately 3,400 square feet with a 270 linear foot perimeter. The surface area of the wading pool was 314 square feet. The wading pool had a perimeter of 63 linear feet. Both pools had stone coping and dark water line tiles.

The main pool consisted of a square diving area and rectangular area with two swim lanes. The 103,311-gallon main pool had a filter flow rate of 216 gpm. The 2,160-gallon wading pool had a filter flow rate of 18 gpm. The pool pumps were 7.5 hp and fractional respectively. Pool water distribution features included fiberglass Triton filters, automatic chemical feed systems, PVC piping, and manually operated PVC control valve systems. Liquid chlorine was the means of disinfection for both pools. Continental Pools provided pool servicing. The pool water was not heated. Management reported that the pool filter system was replaced in 2019 with glass media. Otherwise, the equipment appeared in good condition with component replacements occurring only as needed.

##### Recommendations

The following repairs or replacements are shown in the tables in the attached appendices:

- 3.1.a An allowance of **\$18,600** was included in the reserve tables in 2021 to whitecoat the pools.
- 3.1.b We recommend that the Triton glass filters and water treatment systems be replaced by 2044. Our opinion of cost to replace the filters is **\$22,000**.
- 3.1.c The reserve tables include a sum of **\$5,000** in 2025 to replace the 7.5-hp and fractional hp pumps serving the swimming and wading pools. This work should be repeated on 10-year cycles.

#### 3.2 POOL HOUSE

##### Description and Condition

The pool house structure had painted concrete exterior walls with wood framed windows and louvers and was approximately 1,600 square feet. The roof consisted of a two-ply modified bitumen roof system. The pool house structure appeared to be in good to fair condition. The interior included a check-in area and locker rooms. The check-in area had vinyl tile floor finish, laminate counter tops, and painted concrete walls. A refrigerator was located within the check-in area. The locker rooms had concrete masonry unit partitions, ceramic tile floor finish and shower wall finish, and laminate counters and toilet partitions. All interior pool house elements appeared to be in fair condition.



The building had neither heating nor air-conditioning except for a small electric heater. Ventilation was provided to the pump room. These systems were in fair condition. They are turned off during the off-season. Replacement or repair of these system should be considered routine maintenance.

The point of origin for the pool building electrical service was reported by management to be in Building 664. The exact location was not determined; neither was the service size. The pool electrical panel was a single electrical service panel, but there was no label to suggest its voltage or amperage capacity. It was assumed likely 120/208V rated at 400 Amps. Through the electrical panel, the service provided for lighting, connected loads, ventilation, and pool mechanical systems. Much of the wiring was run through conduit. With a fifty-year service life, the electrical service and lighting appeared to be in fair condition with no reports of any issues (see electrical section for further electrical recommendations).

The plumbing systems consisted of natural gas, cold and heated domestic water, and sanitary. The gas service was metered in the domestic water heater space. Cold water was supplied by site distribution piping through a backflow preventer. The water was heated by a G.E. 50-gallon 40,000 Btu natural gas domestic water heater. Based on the serial number, the water heater was installed in 2006. The heater appeared to be in fair condition. There was a wall-mounted Elkay self-contained drinking fountain which appeared to be in good condition. Shower, sink, and water closet fixtures and general finishes generally appeared to be in fair condition and will typically be repaired or replaced as needed as routine maintenance.

## Recommendations

The following repairs or replacements were initially identified by the assessment as typical capital reserve recommendations. However, River Towers has reported that it funds these items as operations and maintenance (OM) expenses, and not through the reserve funds. Therefore, these recommendations, while needful and should be addressed, are not shown as capital expenditures in the reserve fund analysis tables. They are listed as a part of this report only to reflect the efforts of the condition assessment and the extended needs of River Towers.

OM 3.2 The reserve tables include a sum of **\$2,000** in 2025 to replace the water fountain. It was reported that these costs are paid by operation funds; therefore, it is only noted here and were not included in the reserve analysis

The following repairs or replacements are shown in the tables in the attached appendices:

- 3.2.a An allowance of **\$24,000** was included in the reserve tables in 2023 for replacement of the modified bitumen roof.
- 3.2.b An allowance of **\$10,000** was included in the reserve tables in 2024 for repairs and replacement of the pool house exterior. FEA's opinion of cost for replacement of the exterior windows and louvers at the pool house exterior is **\$15,000** in 2021.
- 3.2.c An allowance of **\$10,000** was included in the reserve tables in 2020 for repairs and replacement of the pool house interior finishes.



- 3.2.d The water heater will most likely reach the end of its 15-year service life by 2021 and should be budgeted for replacement. Our opinion of cost for replacement of the water heater is **\$5,000**.

### **3.3 POOL DECK AND PICNIC AREAS**

#### **Description and Condition**

The outdoor pool deck consisted of coated concrete pavement. Approximately 11,700 square feet of concrete pool deck was measured. Metal deck drains were located throughout the pool deck. The coated concrete pavement appeared to be in fair condition. Previously sealed cracks were observed in and in some locations appeared to have re-cracked.

Two covered picnic areas were located on raised concrete slabs within the pool deck. The picnic areas had canopy coverings consisting of concrete deck with metal trim and a built-up roof system, a total of approximately 1,200 square feet. One of the picnic areas was enclosed with a painted wood picket fence and included 3 composite picnic tables with metal framing. The other picnic area was not enclosed and included 10 metal framed fabric chairs and 2 plastic tables. The pool deck area had numerous loungers and chairs, 12 tables, and 10 umbrellas. The entire pool deck was surrounded by a metal perimeter fence. Another metal perimeter fence surrounded the small wading pool. Measurements indicated approximately 450 linear feet total of metal fencing. The pool fence was reportedly replaced in 2015. Pool deck picnic areas, furniture, and fencing appeared to be in good to fair condition.

Pool area lighting was included in site lighting.

#### **Recommendations**

The following repairs or replacements are shown in the tables in the attached appendices:

- 3.3.a An allowance of **\$9,360** was included in the reserve tables in 2024 for concrete repairs at the pool deck. FEA's opinion of cost to recoat the pool deck area is **\$29,250** in 2024.
- 3.3.b An allowance of **\$10,000** was included in the reserve tables in 2025 for repairs and replacement of components related to the canopies at the pool deck.
- 3.3.c FEA expects that pool furniture, including loungers, tables, and umbrellas, will be replaced on an as needed basis. FEA has included an allowance of **\$5,000** every five years, starting in 2021, for replacement of pool furniture.
- 3.3.d An allowance of **\$27,000** was included in the reserve tables in 2035 for replacement of the perimeter fence around the pool deck and wading pool.



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## Building Exteriors

### 4.0 BUILDING EXTERIOR SHELL

#### 4.1 ROOFS AND ROOF DRAINAGE

##### Description and Condition

The three condominium buildings had low-sloped roofs with a built-up roof system and ballast. Penetrations and the perimeters had modified bitumen flashings and metal coping was present at the perimeter of the buildings. The roof systems had reportedly not been replaced within the last 30 years and previous replacement dates were unknown. Each total roof area was estimated to be approximately 19,700 square feet. The roofs were drained by a system of internal drains, though no overflow provisions were noted. There was a roof hatch for access to the roofs in addition to access through the penthouse. The built-up roof systems were generally in poor condition, with deteriorated flashings, vegetation growth, loss of ballast, and evidence of ponding water.

At Building 6621, leaks were reportedly an issue around the perimeter of the penthouse and repairs approximately four feet out from the penthouse flashing and surrounding roof system were planned to be completed. The penthouse flashings appeared to have a coating applied previously at a portion of the perimeter. Previous roof repair in response to leaks were reportedly also completed in late 2018. Areas of vegetation growth were observed on the roof membrane. The roof drains appeared to be functional. However, ponding water was reportedly an issue and staining on the surface of the membrane was observed.

Building 6631 had a coating applied at the flashing seams around the perimeter of the building. The drain dome at one drain was broken. Areas of reduced ballast coverage over the roof membrane were observed. The penthouse flashings appeared to have a coating applied previously at a portion of the perimeter. Previous roof repairs in response to leaks were reportedly also completed in late-2018. At Building 6641, vegetation growth on the roof membrane was observed, particularly around the penthouse and patio. The coping metal was scratched and corroded around the perimeter, and one location was observed where the front face of a cover plate was missing at a seam in the metal coping.

There was a penthouse located on each building roof. The penthouses also had low-sloped roofs with built-up roof systems and ballast. The penthouse roof conditions were consistent with the condition of the main roof levels. The ladders for access to all building penthouses were in poor condition, with deteriorated paint and surface corrosion. The ladder at Building 6631 penthouse appeared to have one missing bolt at attachment to the penthouse wall.

There was a wood deck outdoor patio area with a canopy roof at the southern portion of each roof with access from the penthouse. The patio was constructed of wood planks and was elevated above the main roof membrane and supported by wood framing. Each patio area was approximately 2,200 square feet and was surrounded by a metal fence approximately 160 linear feet long. There was an additional metal railing on the parapet wall along the patio area on the exterior of the metal fence. There were

also two benches present on each patio. The canopy was supported by metal posts and the roof system above was a low-sloped, modified bitumen membrane. There were five skylights at each canopy. The patios and canopies generally appeared to be in fair condition.

The patio deck at Building 6621 appeared to be in fair condition. Growth was observed on the surface of the wood deck and limited rotted and split wood elements were observed. The canopy modified bitumen roof membrane appeared to be in poor condition with surface deterioration and granule loss observed. The soffit on the underside of the canopy was painted, and paint was flaked and deteriorated.

At Building 6631, the patio deck appeared to be in good condition. The wood planks at the deck appeared to have been replaced more frequently than the other buildings. Limited areas of growth on the surface of the wood were observed. The paint at the metal posts supporting the canopy was deteriorated and flaked. The soffit at the underside of the canopy appeared to be stained and paint deteriorated as well. The metal railing at the parapet wall had locations of surface corrosion and flaked paint.

The patio deck at Building 6641 appeared to be in good to fair condition. Growth and wood rot were observed primarily at the perimeter of the patio area. The wood fasteners were corroded. Select wood planks appeared to have previously been replaced.

Adjacent to the northern perimeter of each penthouse, there was a cooling tower enclosure. The enclosure consisted of brick masonry walls supported on steel dunnage. The steel appeared to be in fair to poor condition at all three buildings, with significant amounts of corrosion observed. Additionally, there was through-wall flashing near the top of the enclosure and at Building 6631, the flashing was displaced.

## Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 4.1.a An allowance of **\$492,500** was included in the reserve tables for roof replacement at the main and penthouse levels at Building 6621 in 2020.

An allowance of **\$492,500** was included in the reserve tables for roof replacement at the main and penthouse levels at Building 6631 in 2021.

An allowance of **\$492,500** was included in the reserve tables for roof replacement at the main and penthouse levels at Building 6641 in 2022.

- 4.1.b An allowance of **\$7,500** was included in the reserve tables for repairs and replacement of the wood elements at the deck area at Building 6621 in 2020. An allowance of **\$33,000** was included for replacement of the canopy roof in 2020. An allowance of **\$9,600** was included for replacement of the metal railing associated with the patio area.

An allowance of **\$7,500** was included in the reserve tables for repairs and replacement of the wood elements at the deck area at Building 6631 in 2021. An allowance of **\$33,000** was included

for replacement of the canopy roof in 2021. An allowance of **\$9,600** was included for replacement of the metal railing associated with the patio area.

An allowance of **\$7,500** was included in the reserve tables for repairs and replacement of the wood elements at the deck area at Building 6641 in 2022. An allowance of **\$33,000** was included for replacement of the canopy roof in 2022. An allowance of **\$9,600** was included for replacement of the metal railing associated with the patio area.

- 4.1.c An allowance of **\$15,000** was included in the reserve tables for cleaning, priming, and painting steel dunnage at the cooling tower enclosures at all three buildings.

## **4.2 EXTERIOR WALLS, WINDOWS, AND DOORS**

At each building, the exterior walls consisted of brick masonry façade. Measurements indicated there was about 37,200 square feet of brick on each building exterior. Minor isolated brick replacement appeared to have been completed in the past and it was reported that the previous comprehensive brick repointing project was completed approximately twenty years ago. Overall, the brick masonry façade appeared to be in good to fair condition. There were vertical control joints at each building elevation. The sealant at the vertical control joints was in poor condition, with cohesive failure at each building observed. Select locations of vertical cracks through brick and step cracks at the mortar joints were observed throughout as well.

Each building exterior also contained approximately 562 residential sliding double-pane glass windows. Windows were aluminum-framed with a concrete windowsill and steel lintels. The windows had reportedly been installed about thirty years ago. Generally, the windows appeared to be in fair condition. There were reportedly some leaks during weather events due to the windows. Concrete windowsills appeared to be in good condition despite some staining observed on the ground level. The sealant at the perimeter of windows was in fair condition and appeared to have limited elasticity remaining. At the mechanical rooms, fixed glass panes were observed. It was reported that the Board was attempting to transition the responsibility of the exterior windows to individual unit owners, although they are currently the responsibility of the association. The timeframe for transfer of responsibility was unknown.

At all three buildings, stains were observed on the exterior brick around the perimeter of the façade in line with the top of windows. Surface corrosion was observed on window lintels visible from the ground. At Building 6641, fogged glass was observed at several windows on the south side of the building, indicating potential failure of the seals between panes of glass. Other façade and window conditions at Building 6641 were consistent with the other buildings.

Exterior doors at the property included glazed glass doors at the main building entrance and metal doors at exterior loading dock and mechanical space doors. Exterior door appeared to be in good to fair condition.



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## Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 4.2.a An allowance of **\$350,000** has been included in the reserve tables, per building, for façade repairs, including select brick replacement, mortar repointing, and sealant replacement, in 2030 at Building 6641, 2031 at Building 6631, and 2032 at Building 6621.
- 4.2.b An allowance of **\$850,000** has been included in the reserve tables, per building, for window replacement beginning in 2023 at Building 6641, 2024 at Building 6631, and 2025 at Building 6621. FEA recommends this project cost be accounted for until transfer of responsibility of the windows is finalized. If the Board determines that individual owners will assume the costs of window replacement in the upcoming replacement cycle, the façade repairs project identified in item 4.2.a could then be completed beginning in 2023 through funding from the reserve account in lieu of the window replacement project. However, the reserve tables show this window replacement work in 2023 based on the current responsibilities, with the façade work occurring beginning in 2030.
- 4.2.c An allowance of **\$180,000** has been included in the reserve tables for exterior door replacement at all three buildings in 2026.

## 4.3 BALCONIES

There were approximately 16 residential balconies on the southern exterior wall of each building, approximately 2,560 square feet total per building. Each balcony serviced two adjacent units. Balconies consisted of cantilevered concrete slabs with guardrails that consisted of metal screens and railings at each balcony perimeter. There was no topcoat applied to the concrete slabs. The balcony at the top level also included a steel framed canopy with a fabric cover. The balconies appeared to be in fair condition, although observations were primarily conducted from the ground and the topside was not visible at the majority of balconies. Staining was observed at the slab edge throughout the three buildings and balcony elevations. The undersides of the concrete slabs were painted, and paint appeared to be in fair condition with some deterioration and flaked locations observed.

There was reportedly a balcony slab repair project completed in approximately 2010. Concrete cracks were routed and sealed on the topside of the concrete slabs.

## Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 4.3.a An allowance of **\$400,000** was included in the reserve tables for a balcony repair project, including concrete repairs, repainting soffits, and guardrail repairs/replacements, as necessary, in 2020.

## 5.2 BUILDING ENTRANCES

All front (north) building entrances consisted of a concrete portico over two drive lanes. The soffit at the portico was acoustical ceiling tile. The portico was supported by concrete columns with an exterior insulation and finish system (EIFS) acrylic finish. It was reported that the columns were reinforced with new steel and concrete in 2016 and the EIFS acrylic finish was completed in 2018/2019 at all buildings. The column reinforcement was deemed necessary after structural issues were discovered at Building 6631 in 2016. As part of the repairs, the portico ceiling, lighting, and plumbing was all replaced. Generally, the replaced portico elements appeared to be in good condition. The portico entrance canopy also included a concrete perimeter trim.

At Building 6621, the concrete perimeter trim was observed to be in poor condition. There were segments of concrete trim that appeared to be cracked or had spalled and were missing. At Building 6631, acoustical ceiling tile grid damage and stained tiles were observed.

Four steel framed canvas canopies were present at the south of each building above entrances and patio areas. The canopies were of varying sizes. At Buildings 6621 and 6641, the canopies were in fair condition. At Building 6631, the fabric at the canopies was in poor condition, it appeared worn with several small holes present throughout. The patio areas below the canopies included concrete pads with a coating material and appeared to be in fair to good condition.

A loading dock was located at the entrance on the east side of each building. The loading docks had concrete slabs and wood platforms with wood ramps. There was a roll-up door at each loading dock, which appeared to be in good condition. The loading docks at Buildings 6621 and 6641 appeared to be in good condition. At Building 6631, the wood platform and ramp at the loading dock appeared to be in fair condition, with some damage and split wood observed.

### Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 5.2.a An allowance of **\$30,000** was included in the reserve tables for repairs and replacements at the main entrance porticos at all buildings in 2028.
- 5.2.b An allowance of **\$63,000** was included in the reserve tables, based on information provided from property management, for repairs and replacements at the canopies and framing at all buildings in 2020. The allowance was reduced to \$10,000 for future cycles of canopy repairs and replacement based on the assumption that fewer components will require repairs or replacement.
- 5.2.c An allowance of **\$30,000** was included in the reserve tables for repairs to the concrete patio areas and replacement of the coating material in 2024.
- 5.2.d An allowance of **\$15,000** was included in the reserve tables for repairs and replacements at the loading docks at all buildings in 2024.

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## Building Systems

### 6.0 MECHANICAL SYSTEMS

#### 6.1 HYDRONIC HEATING AND COOLING SYSTEMS

The mechanical systems surveyed for all three buildings included the common area heating and cooling air-conditioning systems for the corridors, lobby, and offices, and residence exhaust systems. The systems for each building was identical. This was true of: layout and locations; equipment sizes and distribution; and modes of operation and maintenance requirements. The systems were hydronic, circulating hot or chilled water. Hot water was generated by boilers. The chilled water was by a water-cooled chiller as supported by a cooling tower and condenser water. As the systems have aged, component replacements have occurred which were responsive to the system and building needs. There were some minor differences in manufacturer and equipment sizing, but essentially, equipment has been replaced consistently "in-kind."

##### Description and Condition

For each building, condensing water was provided by a steel-mounted two-cell Baltimore Aircoil galvanized steel, blow-through counter-flow cooling tower located on the roof within a bricked wall construct. The cooling tower's wet-deck casing and sump were galvanized steel. The wet-deck-fill and drift eliminators were PVC. For Building 6621, the 296-ton/cell cooling tower with its pair of 15 hp fans was replaced in 1994. The cooling tower had a nominal cooling capacity rating of 600 tons and the fan motors were controlled by variable frequency drives (VFDs) to control cooling capacity. There was no visible name plate on the Building 6631 or 6641 towers. They were assumed to be similar installations.

Condensing water was circulated between the chillers and cooling tower by a split-case pump located in the basement mechanical room. The condensing and chilled water was actively treated with an automatic water treatment system.

The cooling towers, appeared to be in good condition, with no observable or reported problems other than corrosion on the supporting steel and vibration isolation components. We understand that all the towers had replaced fill. The 600-ton cooling capacity cooling tower should be maintained in accordance with the manufacturer's instructions to realize full life expectancy of approximately 25 to 35 years. Other than an interim overhaul, the cooling towers should require no more than routine maintenance, and assuming proper treatment of the condenser water, it should have a life cycle lasting to the year 2024.

With one chiller per building, chilled water for each building was provided by water-cooled, Trane Centravac centrifugal chillers nominally rated at 400 tons of cooling. The Trane chillers were installed in 2003. Chilled water was circulated during the summer cycle by end-suction pumps through insulated piping.

The Trane chillers used R-123 refrigerant and were reportedly fully operational and appeared to be in good overall condition. Any overhaul dates were not provided.



The chilled water plant was equipped with the prerequisite refrigeration monitoring system. Chiller installations using the non-CFC type refrigerants should meet the requirements of ANSI/ASHRAE Standard 15-1994 Safety Code for Mechanical Refrigeration. The code requirement is directed toward the safety of persons and property on or near the premises where refrigeration facilities are located using the non-CFC type refrigerants such as HCFC-123 and R-134a, which are considered toxic. Besides the refrigerant monitoring system, signage is also required that is readily seen by maintenance personnel that clearly illustrates emergency procedures regarding refrigeration contamination, which is included in the ASHRAE standard. There was no such signage observed on-site. Signage should be installed immediately and is considered an operations and maintenance expense.

All three sets of main HVAC water circulation pumps appeared to be in fair to good overall condition. Motors and pumps were serviced and replaced as they were run to failure. Purchasing new appeared to be the preferred approach versus rebuilding or refurbishment. Building pumping systems consisted of: a 15-hp Condenser water pump; a 20-hp Chilled-Hot water pump; and a 20-hp Stand-by pump.

Packaged tube in shell hot water generators provided domestic hot water (DHW). Each building used its hydronic boilers as the source of heat exchange such that the hot water generators could provide 140°F. This water was stored in two tanks. DHW was distributed with a 1½-hp hot water pump and 1/3 hp domestic DHW recirculation pump.

Heating water for the winter cycle was provided in each building by two dual fueled packaged boilers. The boilers were by Cleaver Brooks and, according to the name plates, were manufactured in 2005. Using natural gas, the boiler input was 6000 cfh max and 1500 cfh min, otherwise they were rated at 1,000 BTU/cubic feet and while using #2 fuel oil they were rated at 140,000 BTU/gal. The boilers were supported by in-line local loop pumps and a main heating water pump. The dual fuel strategy was to burn natural gas with fuel-oil backup. Fuel oil was reportedly stored in a 10,000-gallon capacity underground storage tank (UST).

The six boilers appeared to be in overall good condition with an expected useful life of approximately 30 years. There was no information available on the underground storage tanks, though they were presumed to be double-wall Fiberglas® reportedly installed with vapor sensors and a leak alarm control system. Observable components appeared to be in good condition.

Central plant equipment was controlled by building with individual programmable direct-digital-control (DDC) system that provided central plant scheduling and monitoring along. System control included the main air-handling units, chilled and heating water pumps, and cooling tower fan motor variable frequency drives (VFDs). The central plant controllers appeared to be in good condition and were reportedly fully functional.

There was evidence of ongoing mechanical system maintenance. There was no observable or reported problems associated with the HVAC ("hydronic") piping systems that were replaced in 2005.

The fan coil units in the apartments range from 200 to 560 cfm and are connected to the hydronic distribution as a two-pipe system (supply and return). During the cooling season, as moisture condenses on the fan coils, there is a drip pan with condensate piping leading to the pipe chase riser for wastewater disposal. The condensate distribution had no significant issues reported.

## Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 6.1.a The main cooling support steel and vibration isolation was overdue for refinishing due to corrosion. We recommend refinishing the cooling tower supporting steel and vibration isolation no later than 2020. Our opinion of cost for the steel refinishing is about **\$5,000 each**. The supporting structural steel should be stripped of any corrosion and refinished with a zinc-rich cold galvanizing compound and painted finish.
- 6.1.b We recommend that the cooling towers be scheduled for an interim overhaul during the winter 2036. Our opinion of cost for the overhaul of each cooling tower is approximately **\$70,000**. The overhaul would include fan motors, belts, drives including bearings, spray trees and nozzles, and wet deck and drift eliminators. Galvanized steel components should be further protected with a corrosion resistant coating. We recommend refinishing remaining galvanized internal and external sheet metal components.
- 6.1.c The cooling towers will eventually have to be replaced. Based on age, replacements would be by 2032; however, the maintenance staff would prefer and the table show to replace them sooner in 2026 for improved performance and reliability. The scope of work would include possible structural steel modifications, associated piping modifications, and controls. Our opinion of cost for the replacement for each cooling tower is about **\$200,000**.
- 6.1.d The Trane chillers should be maintained in accordance with the manufacturer's instructions to ensure satisfactory service and full life expectancy of approximately 35 years. The chillers should require no more than routine maintenance, and assuming proper treatment of the condenser water, the chillers should have a remaining life cycle lasting to the mid-late 2030s. We show an allowance of **\$300,000** per year for the phased design and installation of the chillers beginning in 2030.

We recommend a scheduled overhaul of the Trane chillers. Funding has been included for overhaul of overhaul of the Trane chillers in 2026. Our opinion of cost for each chiller is about **\$75,000**.

- 6.1.e The replacement boilers will eventually require replacement burners at the end of the burners' expected useful life of 20 years. Our opinion of cost to replace the six boiler burners beginning in 2025 is about **\$30,000** per building.
- 6.1.f The boilers should be maintained in accordance with the manufacturer's instructions to ensure satisfactory service and extended life expectancy beyond their expected useful life of about 30 years. Package boilers as a generic group will eventually have to be replaced. Installed in 2005, we recommend that the boilers be scheduled for replacement by 2035 however, we were asked to accelerate the boiler replacements due to anticipated performance and maintenance history. Our opinion of cost for the boiler replacements is **\$350,000 per building**, based on the installation of in-kind boilers and necessary piping modifications. This cost includes assumptions



for the degree of difficulty of removal and replacement due to the location of the equipment. Since the replacement falls outside of the study period, we recommend initiating an evaluation and design during the last year of the period. Our opinion of cost for the evaluation and design of the six boilers is **\$75,000** in 2034.

- 6.1.g Based on an assumption that they were installed in 2005 with the boilers, an allowance is included for the overhaul of the heating water tube-in-shell heat exchangers in 2030. The heat exchanger will eventually have to be replaced in 2040. Our opinion of cost to overhaul the three sets of domestic water heat exchangers is about **\$75,000**.
- 6.1.h An allowance is included for replacement of the double-wall Fiberglas® underground storage that although the industry warranty standard covers the tanks such as these for 30 years will eventually have to be replaced. We have provided funding for tank replacement by 2035; however, performance of Fiberglas® tanks far exceeds steel tank life expectancy. Our opinion of cost to replace the underground storage tank is about **\$80,000** per tank. River Towers indicated that they may no longer use fuel oil.
- 6.1.i The central plant pumps will eventually reach their expected useful life of 25 years and will eventually have to be replaced. It was assumed that the chilled water and condensing water pumps were installed with the chiller in the early 2000s and the hot water pumps were installed with the boilers in the mid-2000s. As a result, we recommend that the pump stations should be scheduled for replacement around 2025. The tables show an allowance for the replacement of approximately five pumps per year beginning in 2022. Our opinion of cost for pump replacements at each building is about **\$65,000 per cycle**.
- 6.1.j Central plant service, control, and check valves have a typical 35-year useful service life and are reportedly replaced on an as-needed basis. Our opinion of cost for central plant valve replacement, for assorted gate, butterfly, check, and motor-actuated valves per building is about **\$45,000**. Though some valves have been rebuilt or replaced since the previous study, for reserve planning purposes, we have shown an allowance of **\$7,000** every five years per building for valve replacements beginning in 2020.
- 6.1.k Generally, building automation systems have a typical service life of from 15 to 20 years due more to obsolescence than reliability. Regular testing will identify problems and assure operational status. We recommend setting aside funding for the replacement of the central plant controller system and pneumatic automatic temperature controls by 2025. The scope of work would only include the basic controllers, operator workstation, software and firmware upgrades, and training and commissioning. We presume that the new power and control wiring installed as part of equipment replacements will remain in service and that peripheral control/monitor devices will be replaced on an as-needed basis. Our opinion of cost per building for replacement is about **\$80,000**.
- 6.1.l Provide for the replacement or rebuilding of the fuel oil pumping stations at the end of their useful lives. Our opinion of cost to replace each station in 2035 is **\$20,000** including any local remediation. River Towers indicated that they may no longer use fuel oil.

## 6.2 AIR-CONDITIONING SYSTEMS

### Description and Condition

The common areas such as the corridors, main lobby, offices/recreation room, fitness room, and party room were cooled and heated by central-station air handling units. Each unit had a centrifugal fan and cooling/heating coils and was supplied chilled/hot water from the central plant. The corridor air-handling units provided 100% outside make-up air. The nine units ranged in size from 2-tons to approximately 7-tons cooling capacity. Building exhaust systems provided for space ventilation.

The passenger elevator machine rooms were each provided cooling with a split-system air-conditioner system to cool the modern electronic elevator controllers.

The air-handling unit replacements occurred in Building 6641 (hall and entrance in 2013), Building 6631 (laundry room in 2001). These units appeared to be in good condition. The remaining units appeared to be from replacements occurring roughly in the 1980s. These units appeared to be in fair condition and, at the time of the survey, in various states of undergoing repairs. Fan coil and convection heaters appeared to be in fair to good condition. The elevator machine room units were in good condition.

The air balance of the residential air conditioning units should occur as a part of routine maintenance. The approximate cost per air handler would be \$1,500 per unit. The evaluation and potential replacement of the corridor air handlers for dehumidification would be considered an improvement and may be incorporated into the eventual replacement of the air handlers. It was understood that the replacement of the units associated with the rental spaces are the responsibility of the those renting the units.

### Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 6.2.a The remaining common area air handling units, not having been replaced since 2000, appeared to be at or approaching the end of their useful lives and will likely exceeded their 35-year during the study period and should be scheduled for replacement. We have shown an allowance of **\$50,000** in the reserve tables bi-annually beginning in 2020 for air-handling unit replacements. The scope of work that should include modified piping, replacement valves, and replacement and upgrade of local controls, and recommissioning. Management pointed out the Laundry room unit was to be replaced in 2025.
- 6.2.b The split-system air-conditions for the passenger elevator machine room will have reached the end of their 15-year expected useful life and should be scheduled for replacement in 2030 at an opinion of cost of **\$18,000**, per building.



### 6.3 MISCELLANEOUS SYSTEMS (EXHAUST SYSTEMS AND TRASH CHUTES)

#### Description and Condition

Individual unit bathroom and kitchen vents, elevator machine rooms, and common areas of the buildings were ventilated through a system of duct risers up to the rooftop to domed curb-mounted exhaust fans. These risers were connected to a system of 15 roof-top exhaust fans plus utility exhaust fans that exhaust to the outside. Based on original construction requirements the exhaust fans ranged from about 200-cfm to 1,000-cfm.

The exhaust fans appeared to be generally in good to fair condition with no deficiencies observed or reported to us. Fans are replaced upon failure with consideration given to replacing the whole unit.

The trash chutes were from original construction and were reported by building management to have sprinklers. The chutes and doors were in fair to poor condition, but still operational.

#### Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

6.3.a The assorted rooftop exhaust fans have a 20-year expected service life and typically are repaired or replaced on an as-needed basis. Funding should be set aside for exhaust fan replacements. Our opinion of cost for wholesale exhaust fan replacement is about \$130,000. For reserve planning purposes, we have shown an allowance of **\$10,000** per building every five years for exhaust fan replacements starting in 2028.

6.3.b Replacing the trash chute systems may include the a sprinkler system. We recommend the chute be tested for integrity and cleaned. The doors should be replaced. Our opinion of cost for this work is **\$25,000** per building which would include minor sprinkler repairs. As long as the doors are in good repair the timing of the work would be a business decision. The tables show the work in 2031.

This assumes the re-use of the existing sprinkler pipe and headers which are scheduled for replacement in 2050. Replacing a sprinkler riser could be as much as **\$25,000** per riser added to the cleaning.



## **7.0 ELECTRICAL SYSTEMS**

The three electrical systems observed included, for each, the main building distribution switchgear, the emergency power generation and distribution systems, common area lighting, telephone private branch exchange (PBX), security cameras, and limited access entries.

### **7.1 ELECTRICAL SERVICE, MAIN SWITCHGEAR, AND POWER DISTRIBUTION SYSTEMS**

#### **Description and Condition**

Separate Dominion Virginia Power transformers provided 120/208-volt, 3-phase, 4-wire power to each building. Electrical service to the buildings were metered by Dominion Virginia Power. Three billing meters covered the buildings through separate safety switches. The electrical service for each building passed through four-section switchboards that had a 4,000-amp service feeding common systems service through "shutlbrak" fused disconnect switches. The disconnects ranged in size from 100 amps to 600 amps. But for age, the cables between the transformers and the switchboards were believed to be in good condition, as no issues were reported.

Distribution to the common mechanical systems was routed mainly through a boiler room to a cluster of wall mounted disconnects (versus a main distribution panel-board (MDP)). Building 6641 had an actual mechanical room MDP. The disconnects and starters had roughly eight fused safety-switch circuits ranging in size from 30-amps to 200-amps. There were approximately five 100 and 200-amp MDPs in each building dedicated to basement mechanical, roof top cooling tower and exhaust systems, lighting systems, and the elevators. Field comments were passed to the building engineers and building manager that the electrical equipment did not have the proper code/life safety clearances. The rooms were being used for storage against code. Subsequent visits showed significant improvements.

The main switchboard and original building panels were manufactured by Frank Adams and appeared to be of original construction. There were additional panels which were products of Square D and Siemens. A second utility service was routed to a wiring gutter in the boiler rooms as a source of power for commercial tenants. Separately metered services were provided for these tenants. The residences were provided 120/208-volt, 3-phase, 4-wire power through a section of the main switchboard and main distribution panel-boards having fused switches feeding general use service to four resident load centers within each building. Service to residential unit panelboards was by risers, each riser serving a group of units.

Where visible, the wiring throughout the facility appeared to be essentially copper wire with thermoplastic insulation run in electrical metallic tubing (EMT), flexible metallic tubing (Greenfield), and armored cable (BX).

With the exception of a few local panels, all of the building electrical distribution equipment is operating beyond industry standards for expected useful life, having been installed at the time of the building construction. However, the equipment appeared to be in working order. There was no evidence of damage from short circuits or overloads.



The switchboard, main distribution panel-boards (MDPs), and general distribution panel-boards may continue to be serviceable beyond their normal expected service lives provided there is regular maintenance and proper fuse selection. Based on inspection stickers, the last full preventive maintenance and inspection was noted to have been performed in 1986.

Preventive maintenance (PM) of electric service entrance systems should be scheduled at least every five years, with the next cycle occurring immediately. Our opinion of cost for common area electrical equipment preventive maintenance, including thermographic imaging of all electrical panels and disconnects is about **\$15,000 per event per building** not including residence load centers. This is normally considered maintenance or operating cost and typically would not be funded by reserves. However, we do show the action in the reserve tables and an allowance of **\$5,000** for follow-up repairs.

The nominal life expectancy of rubber and thermoplastic insulation on wiring is at least 50 years. This can be extended significantly if the cables are not subjected to heat from external sources or from repeated overloads or short circuits. Visible conduits appeared to be in good condition. There was no evidence of problems with any of the visible distribution feeders or branch circuits. The building wiring and conduit should perform satisfactorily for the life of the building -- barring accidents or misuse.

### Recommendations

The following repairs or replacements have been included in the tables in the attached appendices.

- 7.1.a In advance of the recommended repairs, we recommend detailed testing and inspection of the electrical systems to include the major components and distribution noted above. The result of the evaluation may impact the scope and resulting cost of the following recommendations. Our opinion of cost to inspect, test, and make interim repairs of the main electric service equipment in 2020 is **\$20,000 per building**. Subsequent follow-up tests should occur every five years, but the cost should be less, perhaps \$15,000 per building.
- 7.1.b The building electric service equipment was based on fused switches and with preventive maintenance performed every five years may far exceed the 50-year expected useful life. Eventual replacement of building common area electrical equipment is projected starting in 2025. Our opinion of cost to replace the main electric service equipment is **\$350,000 per building**.
- 7.1.c Replacement of residence circuit-breaker load centers is overdue and recommended within the next five years (no later than 2022). Our opinion of cost to replace the residence load centers by building is **\$1,100,000**. However, these panels are not considered common elements and are instead the responsibility of the unit owners. We do not show this cost in the tables. Instead we recommend that unit owners be made aware of this age/condition issue.

Maintaining the distribution wiring risers to serving the panels are considered the responsibility of the association. The life expectancy of copper wiring is 100 years and is otherwise only limited by the insulation. We recommend monitoring the condition of any common wire insulation. The tables do not include wire replacement at this time pending a benchmark of the wire and insulation condition.

Preventive maintenance (PM) of individual residential panel-boards should also be scheduled every five years, with the next cycle following the replacement. Our opinion of cost for resident load center preventive maintenance is about **\$40,000 per building**. This is also not included in the reserve tables because it is resident responsibility and otherwise normally considered a maintenance or operating cost.

## **7.2 EMERGENCY POWER GENERATION AND DISTRIBUTION**

### **Description and Condition**

The buildings were furnished with an Otto cycle engine-driven, natural-gas fueled generator that supplied emergency power for base building emergency lighting and the fire alarm control panel. The emergency power generators had a rated capacity of 12-kW and was sourced through a 100-amp automatic transfer switch.

The emergency power generator set, and automatic transfer switch appeared to be in overall fair condition with the transfer switches being replaced around 1988. The Otto-cycle natural gas fueled generator set has a nominal life expectancy of about 35 years assuming routine maintenance and normal operations. The starting battery has a nominal life expectancy of 7 to 10 years. The emergency power distribution equipment overall appeared to be in fair condition. The age of the generators and batteries were not known.

### **Recommendations**

The following repairs or replacements have been included in the tables in the attached appendices.

- 7.2.a The emergency generator sets will eventually have to be replaced. We recommend a continued service plan which should suggest an appropriate time for replacement. The tables have 35-year placeholders beginning in 2020 for their replacement. Our opinion of cost of **\$35,000** per installation (including the automatic transfer switch) assumes that replacement will have the similar load carrying capacity as the current system and the emergency distribution components and wiring will still be viable. We recommend anticipating the replacement of the emergency transfer switches at the same time with a budgeted cost of **\$35,000** each.

## **7.3 LIGHTING SYSTEMS**

### **Description and Condition**

Most public areas of the building were illuminated with “decorative” fixtures using compact fluorescent luminaires. The public lobby area was illuminated with PL-type fluorescent lamps in open reflector down lights. Standard 4-foot strip fluorescent fixtures were used in equipment rooms. Indoor lighting was controlled via local switching.



Exterior lighting was approximately of 70 fixtures comprised of an assortment of pole and wall-mounted fixtures both fluorescent and metal halide that provided illumination of parking areas, recessed soffit fixtures, outdoor area fixtures, and swimming pool fixtures.

In general, interior lighting in the building appeared to be in good condition. We understand that the corridor lighting fixtures had been replaced. Interior fixtures will typically last the life of the building except for outdoor fixtures that are exposed to weather. Architectural changes often result in fixture changes for aesthetics before the fixtures need replacement. Outdoor fixtures are assumed to have an expected useful of about 25 years.

There are two components to each luminaire: the lamp and the fixture. Fixtures for fluorescent lamps also include a ballast to convert the circuit voltage to a voltage useable by the lamp. Fluorescent lamp life varies between 10,000 and 20,000 hours. Metal halide lamps have an expected useful life of from 5,000 to 10,000 hours. Lamp life for incandescent lamps ranges from 750 to 2,000 hours. Intervals for re-lamping will depend on the operating times in the different areas. Re-lamping is generally addressed as a maintenance issue.

Fluorescent and metal-halide ballasts have an estimated life of 20 to 30 years. Replacement of ballasts and lamps is normally handled as a maintenance operation.

### **Recommendations**

The following repairs or replacements have been included in the tables in the attached appendices.

- 7.3.a An allowance is included for replacement of the exterior lighting fixtures on an as-needed basis. Our opinion of cost to replace the exterior lighting is about **\$90,000**. For reserve planning purposes, we have showed a periodic allowance of \$30,000 every 8 years, starting in 2021.

River Tower indicated that there may be a lighting study to improve exterior lighting. Between conducting the study and recommendation follow-through, this may result in a higher replacement cost.

## **7.4 MISCELLANEOUS ELECTRICAL/ELECTRONIC SYSTEMS (TELEPHONE, SURVEILLANCE, ANTENNA)**

### **Description and Condition**

The management office and other management spaces had a private branch exchange (PBX) telephone system having dedicated telephones with dial-out capabilities. Unit owner telephones are tied directly to plain ordinary telephone service (POTS) through Verizon.

It was not known when the telephone system was last upgraded.

There are plans to improve the existing surveillance system. The existing system is in fair to good condition. The tables show, in 2020, an allowance that may be expanded to include the desired improvements.



The tables also show an allowance for the television antenna system. The condition of the system was not assessed, so it is noted for 2020 and may be scheduled as a business decision.

### Recommendations

The following repairs or replacements were initially identified by the assessment as typical capital reserve recommendations. However, River Towers has reported that it funds these items as operations and maintenance (OM) expenses, and not through the reserve funds. Therefore, these recommendations, while needful and should be addressed, are not shown as capital expenditures in the reserve fund analysis tables. They are listed as a part of this report only to reflect the efforts of the condition assessment and the extended needs of River Towers.

OM7.4. An allowance of **\$5,500** total is included for repairs and/or replacement of the television antenna system in 2020. It was reported that these costs are paid by operation funds; therefore, it is only noted here and were not included in the reserve analysis

The following repairs or replacements have been included in the tables in the attached appendices.

- 7.4.a An allowance is included for replacement of the internal telephone system by 2030. Our opinion of cost to provide for a current telephone system is about **\$7,000**. This may be accomplished by replacement in-kind or integration with a Verizon service.
- 7.4.b An allowance of is included for replacement of the surveillance systems in each building. Our opinion of cost to replace each system is about **\$10,000 per building**. We understand that an additional \$13,000 has been budgeted for improvements and as an improvement, this cost is an improvement and not an existing reserve item; therefore, it is not included in the tables until future repairs/replacement cycles (starting in 2040).



## 8.0 PLUMBING SYSTEMS

Plumbing elements include hydronic hot water-to-domestic hot water heating system, the domestic cold and hot water piping systems, sanitary and natural gas piping.

### 8.1 DOMESTIC HOT AND COLD-WATER SYSTEM

#### Description and Condition

All three buildings had a pair of tube-in-shell water-to-water heat exchangers. These heat exchangers generated domestic hot water for the respective building utilizing hydronic hot water provided by the central plant building water boilers. Heating water was circulated between the boilers and heat exchangers by a 1/3 hp in-line recirculating pump. Once the domestic water was heated, it was circulated to a pair of 230-gallon capacity domestic hot water storage tanks and then out to the building loop.

Domestic water services were sourced from 6-inch diameter street mains. Copper piping was reportedly utilized for the distribution system. Multiple risers supplied hot and cold water to each residence.

The domestic water heat exchangers had no reported replacements; however, given the equipment age, it is likely that they were replaced in the 1980s or 1990s along with the circulation pumps. All appeared to be in overall good condition. No major problems were observed or reported.

The domestic water piping system appeared sound with no major problems observed or reported other than an occasional pin-hole leaks. Multiple piping replacements were reportedly performed over the past 10+ years, along with the HVAC water piping. By 2018, all kitchen waste laterals were replaced. Generally, repairs would be considered a part of regular unscheduled maintenance.

#### Recommendations

The following repairs or replacements were initially identified by the assessment as typical capital reserve recommendations. However, River Towers has reported that it funds these items as operations and maintenance (OM) expenses, and not through the reserve funds. Therefore, these recommendations, while needful and should be addressed, are not shown as capital expenditures in the reserve fund analysis tables. They are listed as a part of this report only to reflect the efforts of the condition assessment and the extended needs of River Towers.

OM 8.1 . We understand that the Towers management is inclined to perform partial domestic water piping repairs and replacements versus a single major project.

In some cases and up to a point, economic and practical considerations justify repairing the piping as leaks occur. This will minimize the overall intrusion on unit owners and the financial impact. We suggest an allowance for potential piping repairs and scattered replacements of **\$45,000** bi-annually beginning in 2022. This is not intended to address full riser replacements. Should full repairs become necessary prior to 2034, a loan or special assessment may be required to fund the building-wide domestic water piping replacements with a cost upwards of \$3,600,000 for all three buildings.



The following repairs or replacements are shown in the tables in the attached appendices.

- 8.1.a Based on an assumed installation, the three sets of two tube-in-shell domestic hot water heat exchangers will reach the end of their 35-year expected useful lives by 2025 and should be scheduled for replacement. Our opinion of cost to replace the heat exchangers is about **\$55,000 per station (building)** including piping modifications and affiliated pumps.
- 8.1.b The two domestic hot water storage tanks and associated temperature tempering station will exceed their 18-year expected useful life and should be scheduled for replacement within the next five years. Our opinion of cost to replace the water tanks in 2020 is about **\$15,000 per building** including piping modifications and affiliated pumps.

## **8.2 SANITARY AND STORM DRAINAGE SYSTEM**

### **Description and Condition**

A cast iron piping was utilized for the storm drainage system. Each of the roof drains were piped to common risers where they ran vertically within the building and exited horizontally into the site's storm drainage system. Cast iron piping was also used for the sanitary drainage and vent system within the building. Multiple risers serve the drainage requirements of each residence. Each riser was piped to a horizontal piping system and is then routed to the site's sanitary main.

The observable storm and sanitary drainage piping systems appeared to be in good condition. There were no reported or observed problems with the drainage systems. Sanitary piping generally has a life cycle of about 50 years or more, typically lasting the life of the building. It is expected that repairs (if any) should be manageable by the maintenance staff.

### **Recommendations**

This sanitary and storm drainage has a typical service life of 50 years or greater. No major expenditures are anticipated during the study period.

## **8.3 NATURAL GAS PIPING SYSTEM**

### **Description and Condition**

A black steel piping was utilized for the natural gas piping system in all three buildings. The main systems utilizing natural gas was the hot water boilers. Otherwise, the piping ran vertically within the building and exited horizontally into kitchens for cooking.

The observable natural gas systems appeared to be in good condition. There were no reported or observed problems. Natural gas piping generally has a life cycle of about 50 years or more, typically lasting the life of the building. It is expected that repairs (if any) should be manageable by the maintenance staff.



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## **Recommendations**

The natural gas piping system has a typical service life of 50 years or greater. No major expenditures are anticipated during the study period.



## 9.0 FIRE PROTECTION

### Description and Condition

The fire protection elements surveyed included addressable fire detection and alarm system and building wet standpipe systems.

Each building had a main fire detection and alarm control panel which was a Hochiki America digital electronic logic system. The system monitored manual pull stations located near exits, and smoke detectors in elevator lobbies. Audiovisual signaling devices consisted of alarm bells and scattered flashing strobe lights. The fire alarm system also had an illuminated annunciator panel located in each main entrance lobby.

The fire protection system within the buildings consisted of a wet standpipe system with firefighter hose connections located in the stairwells. There were sprinkler heads for the trash rooms. The systems were pressurized by the city water system. Fire extinguishers were noted throughout the building.

Generally, the fire alarm and protection systems in the buildings appeared to be well-maintained and in good operating condition. The fire detection and alarm system appeared to have been last upgraded in 2012. There were no reports of leaking issues in the fire suppression piping.

The fire protection system should last indefinitely assuming that normal maintenance is continued

The fire detection and alarm system should undergo routine maintenance, including a verification audit of all devices. Each pull station and smoke detector should be activated to demonstrate system operation.

Under current codes, sprinklers throughout for automatic fire suppression would be required. The building authorities may require the addition of a complete sprinkler system if and when the building undergoes a major renovation.

### Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 9.a The fire detection and alarm system was a combination of original components and control, detection, and alarm upgrades. We believe the system should perform satisfactorily for at least the next 5 years. Eventually the fire detection and alarm system will require full replacement. The replacement system, since we presume that it will be an addressable system, will require complete replacement of the peripheral devices as they are not generic devices. Our opinion of cost to replace the fire detection and alarm systems beginning in 2027 is approximately **\$500,000 per building**.



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- 9.b Depending on age and visual condition of fire suppression sprinkler heads (older than 20 years of age and in poor condition visually), it may be advisable to inspect the heads. This involves removing approximately 5% of the heads in a scattered, random, fashion, replacing them with new heads, and testing the removed heads for function. This random testing will help determine the condition of the heads and whether or not it is justified to replace all of the sprinkler heads in the building or a specific area. An estimated cost for this maintenance work is approximately **\$5,000** for all three buildings based on the removal and testing of 3 heads for the complex in 2040. The remaining useful life is a function of the condition of the heads as determined by the recommended testing. Our opinion of cost to replace all the sprinkler heads in each building is about **\$75,000** in 2050.



## 10.0 ELEVATORS

### Description and Condition

Two passenger elevators and one freight elevator provided vertical transportation for each building. Controls and lift machinery were in rooftop elevator machine rooms. Each geared traction elevator made 9 stops and was powered by 25- and 15-hp motors with variable voltage, variable frequency drives and a digital control system for each elevator. The passenger elevators had a 2,500-pound lift rating and the freight elevator had a 2,000-pound lift rating.

The elevator equipment included hoist-way and machine room air conditioning, multi-beam, infrared proximity detectors, a passenger intercom, illuminated brass push-button control panels with Braille labeling, in-car direction lanterns and visual and audible car position indicators. The elevator lobbies were noted to have firefighter lock-out key operated switches. The elevator cars had laminate paneling, anodized trim, and composition floor tiles.

The elevators and their associated equipment were modernized in 2010 and appeared to be in good condition. We noted smooth operation and no leveling issues. Interior finishes in the cabs were also renovated and in good condition.

### Recommendations

The following repairs or replacements are shown in the tables in the attached appendices.

- 10.a We have included funding for eventual passenger elevator modernization. The tables show an allowance of **\$885,000 per building** for modernization of the elevators beginning in 2045.
- 10.b Refurbishing of the elevator cars has been scheduled every 15 years with the next cycle after modernization in beginning 2025. Our opinion of cost to refurbish the nine elevator cars is approximately **\$90,000** for each event.

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## Building Interiors

### 11.0 INTERIOR FURNISHINGS AND FINISHES

#### Description and Condition

Interior elements included in the reserve tables include common area carpeting, furniture, wall coverings and painting. Reserve tables include renovations and repairs to the management office, club room, main lobby, elevator lobbies, and laundry rooms. General reported past improvements include first-floor carpeting replacement in 2016/2017, other first-floor flooring replacement in 2016, and hallway renovations in 2019/2020.

Each building had a main lobby with a painted gypsum ceiling, carpet floor, painted concrete walls, vinyl entranceway flooring, and various furniture including couches, coffee tables, and a desk. Adjacent to the main lobbies were metal mailboxes. All main lobby elements appeared to be in good condition. Elevator lobbies were located off the main lobbies. Elevator lobby finishes included vinyl laminate plank tile, wall paper wall finishes, and two elevators.

There was a service hallway in each building that could be accessed from the elevator lobby. Off each service hallway were men's and women's restrooms, laundry room, and trash room with brick walls. The service hallways had vinyl tile floor and painted walls. The hallways were observed to be in fair condition. Some damaged ceiling paint was observed in Building 6621, and a ceiling stain was noted in Building 6631.

The laundry rooms in each building had quarry tile flooring, numerous washing machines and dryers, and metal doors. Generally, the laundry rooms were in fair condition. In Building 6631, there was wall damage in the laundry room and exposed pipes.

Building 6631 had a club room located off the service hallway and elevator lobby. The club room finishes included vinyl plank tile flooring, drywall half painted and half wallpaper covering, acoustical ceiling tile, and various furnishings. The club room had stackable tables and chairs, and a kitchenette with laminate counters and appliances. It was reported that the club room flooring was replaced in 2016. All club room elements appeared to be in good condition.

The management office was located in Building 6621 off of the service hallway. It included carpet flooring that appeared to be in good condition, and various office equipment, including desks, chairs, computers, etc. It was reported that River Towers Condominium management personnel moved into the office space in 2017. The previous office space was located in Building 6631 and was converted to a private storage space in 2018.

The condominium hallways at the floors above in all buildings consisted of carpeted floors, painted walls, and overhead light fixtures. Elevator lobbies at each floor had vinyl flooring with limited furnishings. The overhead light fixture bulbs were reportedly replaced with LED in 2018/2019.



River Towers Condominium had three stairwells in each building. Stairwells were typically painted concrete masonry unit walls with metal pan steps and painted metal railings, which were all in good condition. Doors to enter the stairwells were also observed to be in good condition.

The stairwell located in the center of each building provided access to the interior penthouse and roof patio. In Building 6621 and 6631, stairs to the roof level were carpeted. There was also carpet at the interior penthouse. Carpeting appeared to be in fair condition, with some staining observed. In Building 6641, stairs to the roof level were rubber with ceramic tile landings. The interior penthouse floor was also ceramic tile and appeared to be in good condition.

### Recommendations

Refurbishing and replacement of finishes is discretionary, and cost can vary widely depending upon quality of finishes chosen.

The following repairs or replacements are shown in the tables in the attached appendices.

- 11.a FEA has included an allowance of **\$100,000** in the reserve tables in 2024 for renovations to the main lobby finishes and furnishings at all three buildings.
- 11.b FEA has included an allowance of **\$75,000** in the reserve tables in 2024 for renovations to the elevator lobby finishes at all three buildings.
- 11.c FEA has included an allowance of **\$150,000** in the reserve tables in 2021 for renovations to the service corridors at all three buildings. This includes renovations to the men's and women's restrooms and laundry rooms.
- 11.d FEA has included an allowance of **\$5,000** in the reserve tables in 2031 for renovations to the club room at Building 6631, based on feedback from River Towers regarding anticipated expenditures for renovations.
- 11.e FEA has included an allowance of **\$10,000** in the reserve tables every ten years, beginning in 2027, for renovations to the management office at Building 6621, including office furniture, finishes, and equipment as needed.
- 11.f FEA has included an allowance of **\$240,000** in the reserve tables every seven years, beginning in 2023, for carpet replacement at all three buildings.
- 11.g FEA has included an allowance of **\$75,000** in the reserve tables every 15 years, beginning in 2034, for a hallway renovation project at all three buildings.
- 11.h Painting of common areas should be completed every seven years, starting in 2020. FEA has included an allowance of **\$350,000** for painting in the reserve tables for all three buildings.
- 11.i FEA has included **\$15,000** in the reserve tables every 5 years starting in 2024 for replacement of fitness equipment.





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11.j FEA has included **\$20,000** in the reserve tables every 5 years starting in 2024 for reserve studies.

**APPENDIX A**  
**EXPENDITURE SUMMARY BY SYSTEM**



## Reserve Fund Plan Model Explanation

Tables assume a 2.5% inflation rate. The reserve tables do not include any interest that may have been earned on reserve investments.

**Table 1 - Expenditure Summary by System**

This table lists the components surveyed as part of the study, and presents a summary of the cost data used for developing the reserve fund plan. A description of the columns in the table follows:

- Column 1. **Text Section No.** refers to the section in the report text which describes the repairs listed in table.
- Column 2. **Item Description** is a brief description of the component.
- Column 3. **Typical Useful Life**, which shows the life expectancy of similar components in average conditions, and does not necessarily reflect the conditions observed during the study.
- Column 4. **Target Replacement/Repair** gives the year in which capital expenditure is anticipated. Cycles are used if an item will require replacement more than once during the study period, or if a phased repair approach is required.
- Column 5. **Quantity** of the component studied, which may be an exact number, a rough estimate, or simply a (1) if the expenditure forecast is a lump sum allowance for replacement of an unquantified component.
- Column 6. **Units** used to quantify the component.
- Column 7. **Unit Cost** used to calculate the required expenditure. This unit cost includes demolition or removal of existing components and installation of new components, including materials, labor, and overhead and profit for the contractor. These costs can vary significantly due to time of season, material costs, material availability, and other factors beyond FEA's control.
- Column 8. **Cost to Replace/Repair** the component, in 2020 dollars.

TABLE 1 EXPENDITURE SUMMARY BY YEAR

Section No.	Item Description	Typical Useful Life (yrs)	Cycle 1	Cycle 2	Cycle 3 (y/yr)	Cycle 4	Cycle 5	Quantity	Units	Unit Cost	Cost to Replace/Repair (present worth)
SITE FEATURES											
1.1	Roof and Parking Lot Asphalt Pavements										
1.1.a	Mill and overlay (Building 6621)	20	2025	2045				14,300	sq. yd.	\$16	\$228,800
1.1.a	Mill and overlay (Building 6631 and Wakefield Drive)	20	2027	2047				12,200	sq. yd.	\$16	\$195,200
1.1.a	Mill and overlay (Building 6641)	20	2026	2046				10,100	sq. yd.	\$16	\$161,600
1.1.b	Full depth repairs (Building 6621)	20	2025	2045				715	sq. yd.	\$60	\$42,900
1.1.b	Full depth repairs (Building 6631 and Wakefield Drive)	20	2027	2047				610	sq. yd.	\$60	\$36,600
1.1.b	Full depth repairs (Building 6641)	20	2026	2046				505	sq. yd.	\$60	\$30,300
1.1.c	Crack fill and seal coat (Building 6621)	5	2020	2030	2035	2049		14,300	sq. yd.	\$2	\$28,600
1.1.c	Crack fill and seal coat (Building 6631 and Wakefield Drive)	5	2022	2032	2037	2051		12,200	sq. yd.	\$2	\$24,400
1.1.c	Crack fill and seal coat (Building 6641)	5	2021	2031	2036	2050		10,100	sq. yd.	\$2	\$20,200
1.2	Pedestrian Pavements and Other Concrete Features										
1.2.a	Repair/Replace concrete elements allowance	5	2024	2029	2034	2039	2044	2,630	sq. ft.	\$8	\$21,040
1.2.b	Repair/Replace concrete curb and gutter allowance	5	2024	2029	2034	2039	2044	565	ln. ft.	\$30	\$16,950
General Site Features											
2.0	General Site Features										
2.a	Allowance for site furniture replacement	10	2029	2039	2049			1	lump sum	\$10,000	\$10,000
2.b	Garden chain link fence replacement	30	2022	2052				700	ln. ft.	\$22	\$15,400
2.b	Garden shed replacement	20	2023	2043				1	lump sum	\$10,000	\$10,000
2.f	Allowance for replacement of playground equipment	10	2028	2038	2048			1	lump sum	\$15,000	\$15,000
2.c	Allowance for repairs/replacement of sealing area	20	2020	2040				1	lump sum	\$16,000	\$16,000
2.d	Allowance for metal railing replacement	30	2023	2053				200	ln. ft.	\$35	\$7,000
2.e	Maintenance shed replacement	30	2020	2050				1	lump sum	\$30,000	\$30,000
2.f	Allowance for tree inventory study	n/a	2020					1	lump sum	\$10,000	\$10,000
2.f	Allowance for tree maintenance/removal	3	2021	2024	2027	2030	2033	1	lump sum	\$25,000	\$25,000
Pools											
3.1	Whitcoat pools	10	2021	2031	2041			3,720	sq. ft.	\$5	\$18,600
3.1.b	Replacement of pool filters and water treatment systems	25	2044					1	lump sum	\$22,000	\$22,000
3.1.c	Replacement of pumps	10	2025	2035	2045			1	lump sum	\$5,000	\$5,000
Pool House											
3.2.a	Pool house roof replacement	20	2023	2043				1,600	sq. ft.	\$15	\$24,000
3.2.b	Allowance for repairs/replacement of exteriors	10	2024	2034	2044			1	lump sum	\$10,000	\$10,000
3.2.b	Allowance for replacement of windows	30	2021	2051				1	lump sum	\$15,000	\$15,000
3.2.c	Allowance for repairs/replacements of interior finishes	10	2020	2030	2040			1	lump sum	\$10,000	\$10,000
3.2.d	Replacement of water heater	15	2021	2036	2051			1	lump sum	\$5,000	\$5,000
Pool Deck and Picnic Areas											
3.3	Allowance for concrete deck repairs	10	2024	2034	2044			1,170	sq. ft.	\$8	\$9,360
3.3.a	Allowance to recast pool deck	10	2024	2034	2044			11,700	sq. ft.	\$3	\$29,250
3.3.b	Allowance for repairs/replacement of canopy elements	10	2025	2045				1	lump sum	\$10,000	\$10,000
3.3.c	Allowance for pool furniture replacement	5	2021	2026	2031	2036	2041	1	lump sum	\$5,000	\$5,000
3.3.d	Replacement of perimeter fence	20	2035	2055				450	ln. ft.	\$60	\$27,000
EXTERIOR FEATURES											
Roofing											
4.1	Roof replacement (Building 6621)	20	2020	2040				19,700	sq. ft.	\$25	\$492,500
4.1.a	Roof replacement (Building 6631)	20	2021	2041				19,700	sq. ft.	\$25	\$492,500
4.1.a	Roof replacement (Building 6641)	20	2022	2042				19,700	sq. ft.	\$25	\$492,500
4.1.b	Allowance for repair/replacement of wood deck (Building 6621)	20	2020	2040	2060			1	lump sum	\$7,500	\$7,500
4.1.b	Canopy roof replacement (Building 6621)	20	2020	2040				2,200	sq. ft.	\$15	\$33,000
4.1.b	Allowance for replacement of metal fence (Building 6621)	20	2020	2040				160	ln. ft.	\$60	\$9,600
4.1.b	Allowance for repair/replacement of wood deck (Building 6631)	20	2021	2041	2061			1	lump sum	\$7,500	\$7,500
4.1.b	Canopy roof replacement (Building 6631)	20	2021	2041				2,200	sq. ft.	\$15	\$33,000
4.1.b	Allowance for replacement of metal fence (Building 6631)	20	2021	2041				160	ln. ft.	\$60	\$9,600
4.1.b	Allowance for repair/replacement of wood deck (Building 6641)	20	2022	2042	2062			1	lump sum	\$7,500	\$7,500
4.1.b	Canopy roof replacement (Building 6641)	20	2022	2042				2,200	sq. ft.	\$15	\$33,000
4.1.b	Allowance for replacement of metal fence (Building 6641)	20	2022	2042	2062			160	ln. ft.	\$60	\$9,600
4.1.c	Allowance for steel damage painting	5	2020	2025	2030	2035	2040	1	lump sum	\$15,000	\$15,000
Exterior Facade, Windows, & Doors											
4.2	Exterior Facade, Windows, & Doors										
4.2.a	Allowance for facade repair project (Building 6621)	10	2032	2042				1	lump sum	\$350,000.00	\$350,000
4.2.a	Allowance for facade repair project (Building 6631)	10	2031	2041				1	lump sum	\$350,000.00	\$350,000
4.2.a	Allowance for facade repair project (Building 6641)	10	2030	2040				1	lump sum	\$350,000.00	\$350,000
4.2.b	Window replacement (Building 6621)	35	2025	2060				1	lump sum	\$850,000.00	\$850,000

TABLE 1 EXPENDITURE SUMMARY BY YEAR

Test Section No.	Item Description	Typical Useful Life (yrs)	Target Replacement/Repair (y/yr)					Quantity	Units	Unit Cost	Cost to Replace/Repair (present worth)
			Cycle 1	Cycle 2	Cycle 3	Cycle 4	Cycle 5				
4.2.b	Window replacement (Building 6631)	35	2023	2059				1	lump sum	\$850,000.00	\$850,000
4.2.b	Window replacement (Building 6643)	35	2023	2058				1	lump sum	\$850,000.00	\$850,000
4.2.c	Exterior door replacement (All Buildings)	20	2026	2046				1	lump sum	\$180,000.00	\$180,000
4.3	Balconies										
4.3.a	Allowance for balcony repair project (All Buildings)	20	2020	2040	2060			1	lump sum	\$400,000.00	\$400,000
5.2	Building Entrances										
5.2.a	Allowance for repairs/replacement at porticos	10	2028	2038	2048			1	lump sum	\$30,000.00	\$30,000
5.2.b	Allowance for repairs/replacement at canopies	N/A	2020	2040	2050			1	lump sum	\$63,000.00	\$63,000
5.2.c	Allowance for repairs/replacement at patios	10	2030	2040	2050			1	lump sum	\$10,000.00	\$10,000
5.2.d	Allowance for repairs/replacement at loading docks	10	2024	2034	2044	2044		1	lump sum	\$30,000.00	\$30,000
5.2.d	Allowance for repairs/replacement at loading docks	10	2024	2034	2044	2044		1	lump sum	\$15,000.00	\$15,000
6.1	MEP SYSTEMS										
6.1	Mechanical Systems										
6.1.a	Cooling tower support steel refinishing	20	2020	2040				3	lump sum	\$5,000	\$15,000
6.1.b	Cooling towers overhaul	20	2036	2056				3	lump sum	\$70,000	\$210,000
6.1.c	Cooling tower replacements	20	2026	2046				3	lump sum	\$200,000	\$600,000
6.1.d	Chiller replacements	35	2031	2065				1	lump sum	\$300,000	\$300,000
6.1.d	Chiller replacements	35	2031	2065				1	lump sum	\$300,000	\$300,000
6.1.d	Chiller replacements	35	2032	2067				1	lump sum	\$300,000	\$300,000
6.1.d	Chiller overhauls (all 3 at same time)	35	2026	2061				1	lump sum	\$75,000	\$225,000
6.1.e	Chiller burner replacements	20	2025	2045				3	lump sum	\$30,000	\$90,000
6.1.f	Boiler replacements: evaluation and design	30	2034	2064				1	lump sum	\$75,000	\$75,000
6.1.f	Boiler replacements	30	2035	2065				3	lump sum	\$350,000	\$1,050,000
6.1.g	Domestic water heat exchangers	35	2030	2065				1	lump sum	\$75,000	\$75,000
6.1.h	Underground storage tank replacements	30	2035	2065				3	lump sum	\$80,000	\$240,000
6.1.i	Mechanical pump replacements	25	2022	2047				1	lump sum	\$65,000	\$65,000
6.1.i	Mechanical pump replacements	25	2023	2048				1	lump sum	\$65,000	\$65,000
6.1.i	Mechanical pump replacements	25	2024	2049				1	lump sum	\$65,000	\$65,000
6.1.j	Valve, fixture and insulation replacements	5	2024	2025	2030	2035	2040	3	lump sum	\$7,000	\$21,000
6.1.k	Building automation system replacements	20	2025	2045				3	lump sum	\$80,000	\$240,000
6.1.l	Fuel oil pump station replacement or rebuild	30	2035	2065				1	lump sum	\$20,000	\$60,000
6.2.a	Air handling unit replacement allowance	35	2019	2051	2023	2025	2027	1	lump sum	\$50,000	\$50,000
6.2.b	Elevator machine room split system replacements	15	2030	2045				3	lump sum	\$18,000	\$54,000
6.3.a	Exhaust fan Replacement and Repair Allowance	5	2028	2033	2038	2043		3	lump sum	\$10,000	\$30,000
6.3.b	Trash Chute Cleaning and Door Replacement	40	2031	2071				3	lump sum	\$25,000	\$75,000
7.1	Electrical Systems										
7.1.a	Electrical Equipment Inspection and Testing	40	2020	2060				3	lump sum	\$20,000	\$60,000
7.1.a	Electrical Equipment Inspection and Testing (our years)	5	2025	2030	2035	2040		3	lump sum	\$15,000	\$45,000
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	40	2025	2065				1	lump sum	\$350,000	\$350,000
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	40	2026	2066				1	lump sum	\$350,000	\$350,000
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	40	2027	2067				1	lump sum	\$350,000	\$350,000
7.2	Emergency Power Generation and Distribution										
7.2.a	Emergency generator replacements	35	2020	2055				3	lump sum	\$35,000	\$105,000
7.2.a	Emergency transfer switch replacements	35	2020	2055				3	lump sum	\$35,000	\$105,000
7.3	Lighting Systems										
7.3.a	Outdoor Lighting Fixtures	8	2021	2029	2037	2045		1	lump sum	\$30,000	\$30,000
7.4	Miscellaneous Electrical/Electronic Systems										
7.4.a	Internal Phone System Replacement	20	2030	2050				1	lump sum	\$7,000	\$2,000
7.4.b	Surveillance Systems Replacement-In-kind	20	2020	2060				3	lump sum	\$10,000	\$30,000
7.4.b	Surveillance Systems Replacements with Improvements	20	2040	2060				3	lump sum	\$23,000	\$69,000
8.0	Plumbing Systems										
8.1	Domestic Hot and Cold-Water System										
8.1.a	Domestic hot water generating station heat exchanger	35	2025	2060				3	lump sum	\$55,000	\$165,000
8.1.b	Domestic hot water tanks and tempering station	18	2020	2038				3	lump sum	\$15,000	\$45,000
8.2	Sanitary and Storm Drainage										
8.2	No recommendations during the study period										
8.3	Natural Gas Piping System										
8.3	No recommendations during the study period										
9.0	Fire Protection										
9.a	Fire Detection and Alarm System Replacement (Building 6621)	20	2027	2047				1	lump sum	\$500,000	\$500,000

TABLE 1 EXPENDITURE SUMMARY BY YEAR

Test Section No.	Item Description	Typical Useful Life (yrs)	Target Replacement/Repair (y/yr)					Quantity	Units	Unit Cost	Cost to Replace/Repair (present worth)
9.a	Fire Detection and Alarm System Replacement (Building 6631)	20	2028	2048				1	lump sum	\$500,000	\$500,000
9.a	Fire Detection and Alarm System Replacement (Building 6641)	20	2029	2049				1	lump sum	\$500,000	\$500,000
9.b	Fire suppression sprinkler head tests	NA	2040					1	lump sum	\$5,000	\$5,000
9.b	Fire suppression sprinkler head replacements	40	2050					3	lump sum	\$25,000	\$75,000
10.0	<b>Elevators</b>										
10.a	Elevator modernization (Building 6621)	35	2045	2080				3	each	\$295,000	\$885,000
10.a	Elevator modernization (Building 6631)	35	2046	2081				3	each	\$295,000	\$885,000
10.a	Elevator modernization (Building 6641)	35	2047	2082				3	each	\$295,000	\$885,000
10.b	Refurbish elevator cars (Building 6621)	15	2025	2060				3	each	\$90,000	\$270,000
10.b	Refurbish elevator cars (Building 6631)	15	2027	2061				3	each	\$90,000	\$270,000
10.b	Refurbish elevator cars (Building 6641)	15	2032	2062				3	each	\$90,000	\$270,000
<b>BUILDING INTERIORS</b>											
11.0	<b>Interior Finishes</b>										
11.a	Allowance for main lobby renovations (All Buildings)	20	2024	2044				1	lump sum	\$100,000	\$100,000
11.b	Allowance for elevator lobby renovations (All Buildings)	20	2024	2044				1	lump sum	\$75,000	\$75,000
11.c	Allowance for service corridor renovations (All Buildings)	20	2021	2041				1	lump sum	\$150,000	\$150,000
11.d	Allowance for club room renovations (Building 6631)	15	2031	2046				1	lump sum	\$5,000	\$5,000
11.e	Allowance for management office renovations (Building 6621)	10	2027	2037	2047			1	lump sum	\$10,000	\$10,000
11.f	Allowance for carpet replacement (All Buildings)	7	2023	2030	2037	2044		6,000	sq. yds.	\$40	\$240,000
11.g	Allowance for hallway renovations (All Buildings)	15	2024	2039	2044			1	lump sum	\$75,000	\$75,000
11.h	Allowance for common area painting (All Buildings)	7	2020	2027	2034	2041		175,000	sq. ft.	\$2	\$350,000
11.i	Allowance for fitness equipment replacement	5	2024	2029	2034	2039	2044	1	lump sum	\$15,000	\$15,000
11.j	Reserve study updates	5	2024	2029	2034	2039	2044	1	lump sum	\$20,000	\$20,000
											<b>\$18,285,010</b>

**APPENDIX B**  
**EXPENDITURE FORECAST BY YEAR**



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## Reserve Fund Plan Model Explanation

Tables assume a 2.5% inflation rate. The reserve tables do not include any interest that may have been earned on reserve investments.

### Table 2 - Expenditure Forecast By Year

This table lists components that are scheduled for replacement during a given year. A description of the columns in the table follows:

- Column 1. **Text Section No.** refers to the section in the report text that describes in detail the repairs listed in table.
- Column 2. **Item Description** is a brief description of the component.
- Column 3. **Cost to Replace/Repair** the component, in 2020 dollars (present worth).
- Column 4. **Cost to Replace/Repair** the component in the given year (future worth), which is based on the present worth (Column 3) multiplied by the inflation rate over a number of years.
- Column 5. **Total Expenditures** for all components being replaced in the given year.



**TABLE 2**  
**EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
<b>2020</b>				
1.1.c	Crack fill and seal coat (Building 6621)	\$28,600	\$28,600	
2.c	Allowance for repairs/replacement of seating area	\$16,000	\$16,000	
2.e	Maintenance shed replacement	\$30,000	\$30,000	
2.f	Allowance for tree inventory study	\$10,000	\$10,000	
3.2.c	Allowance for repairs/replacements of interior finishes	\$10,000	\$10,000	
4.1.a	Roof replacement (Building 6621)	\$492,500	\$492,500	
4.1.b	Allowance for repair/replacement of wood deck (Building 6621)	\$7,500	\$7,500	
4.1.b	Canopy roof replacement (Building 6621)	\$33,000	\$33,000	
4.1.b	Allowance for replacement of metal fence (Building 6621)	\$9,600	\$9,600	
4.1.c	Allowance for steel dunnage painting	\$15,000	\$15,000	
4.3.a	Allowance for balcony repair project (All Buildings)	\$400,000	\$400,000	
5.2.b	Allowance for repairs/replacement at canopies	\$63,000	\$63,000	
6.1.a	Cooling tower support steel refinishing	\$15,000	\$15,000	
6.1.j	Valve, fixture and insulation replacements	\$21,000	\$21,000	
7.1.a	Electrical Equipment Inspection and Testing	\$60,000	\$60,000	
7.2.a	Emergency generator replacements	\$105,000	\$105,000	
7.2.a	Emergency transfer switch replacements	\$105,000	\$105,000	
7.4.b	Surveillance Systems Replacement In-kind	\$30,000	\$30,000	
8.1.b	Domestic hot water tanks and tempering station	\$45,000	\$45,000	
11.h	Allowance for common area painting (All Buildings)	\$350,000	\$350,000	<b>\$1,846,200</b>
<b>2021</b>				
1.1.c	Crack fill and seal coat (Building 6641)	\$20,200	\$20,705	
2.f	Allowance for tree maintenance/removal	\$25,000	\$25,625	
3.1.a	Whitecoat pools	\$18,600	\$19,065	
3.2.b	Allowance for replacement of windows	\$15,000	\$15,375	
3.2.d	Replacement of water heater	\$5,000	\$5,125	
3.3.c	Allowance for pool furniture replacement	\$5,000	\$5,125	
4.1.a	Roof replacement (Building 6631)	\$492,500	\$504,813	
4.1.b	Allowance for repair/replacement of wood deck (Building 6631)	\$7,500	\$7,688	
4.1.b	Canopy roof replacement (Building 6631)	\$33,000	\$33,825	
4.1.b	Allowance for replacement of metal fence (Building 6631)	\$9,600	\$9,840	
7.3.a	Outdoor Lighting Fixtures	\$30,000	\$30,750	
11.c	Allowance for service corridor renovations (All Buildings)	\$150,000	\$153,750	
6.2.a	Air handling unit replacement allowance	\$50,000	\$51,250	<b>\$882,935</b>
<b>2022</b>				
1.1.c	Crack fill and seal coat (Building 6631 and Wakefield Drive)	\$24,400	\$25,635	
2.b	Garden chain link fence replacement	\$15,400	\$16,180	
4.1.a	Roof replacement (Building 6641)	\$492,500	\$517,433	
4.1.b	Allowance for repair/replacement of wood deck (Building 6641)	\$7,500	\$7,880	
4.1.b	Canopy roof replacement (Building 6641)	\$33,000	\$34,671	
4.1.b	Allowance for replacement of metal fence (Building 6641)	\$9,600	\$10,086	
6.1.i	Mechanical pump replacements	\$65,000	\$68,291	<b>\$680,175</b>
<b>2023</b>				
2.b	Garden shed replacement	\$10,000	\$10,769	
2.d	Allowance for metal railing replacement	\$7,000	\$7,538	
3.2.a	Pool house roof replacement	\$24,000	\$25,845	
4.2.b	Window replacement (Building 6641)	\$850,000	\$915,357	
6.1.i	Mechanical pump replacements	\$65,000	\$69,998	
11.f	Allowance for carpet replacement (All Buildings)	\$240,000	\$258,454	
6.2.a	Air handling unit replacement allowance	\$50,000	\$53,845	<b>\$1,341,806</b>

**TABLE 2**  
**EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
<b>2024</b>				
1.2.a	Repair/Replace concrete elements allowance	\$21,040	\$23,224	
1.2.b	Repair/Replace concrete curb and gutter allowance	\$16,950	\$18,710	
3.2.b	Allowance for repairs/replacement of exteriors	\$10,000	\$11,038	
3.3.a	Allowance for concrete deck repairs	\$9,360	\$10,332	
3.3.a	Allowance to recoat pool deck	\$29,250	\$32,287	
4.2.b	Window replacement (Building 6631)	\$850,000	\$938,241	
5.2.c	Allowance for repairs/replacement at patios	\$30,000	\$33,114	
5.2.d	Allowance for repairs/replacement at loading docks	\$15,000	\$16,557	
6.1.i	Mechanical pump replacements	\$65,000	\$71,748	
11.a	Allowance for main lobby renovations (All Buildings)	\$100,000	\$110,381	
11.b	Allowance for elevator lobby renovations (All Buildings)	\$75,000	\$82,786	
11.i	Allowance for fitness equipment replacement	\$15,000	\$16,557	
11.j	Reserve study updates	\$20,000	\$22,076	
2.f	Allowance for tree maintenance/removal	\$25,000	\$27,595	<b>\$1,414,647</b>
<b>2025</b>				
1.1.a	Mill and overlay (Building 6621)	\$228,800	\$258,866	
1.1.b	Full depth repairs (Building 6621)	\$42,900	\$48,537	
3.1.c	Replacement of pumps	\$5,000	\$5,657	
3.3.b	Allowance for repairs/replacement of canopy elements	\$10,000	\$11,314	
4.2.b	Window replacement (Building 6621)	\$850,000	\$961,697	
6.1.e	Boiler burner replacements	\$90,000	\$101,827	
6.1.k	Building automation system replacements	\$240,000	\$271,538	
7.1.a	Electrical Equipment Inspection and Testing (out years)	\$45,000	\$50,913	
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$350,000	\$395,993	
8.1.a	Domestic hot water generating station heat exchanger	\$165,000	\$186,682	
10.b	Refurbish elevator cars (Building 6621)	\$270,000	\$305,480	
4.1.c	Allowance for steel dunnage painting	\$15,000	\$16,971	
6.1.j	Valve, fixture and insulation replacements	\$21,000	\$23,760	
6.2.a	Air handling unit replacement allowance	\$50,000	\$56,570	<b>\$2,695,806</b>
<b>2026</b>				
1.1.a	Mill and overlay (Building 6641)	\$161,600	\$187,406	
1.1.b	Full depth repairs (Building 6641)	\$30,300	\$35,139	
4.2.c	Exterior door replacement (All Buildings)	\$180,000	\$208,745	
6.1.c	Cooling tower replacements	\$600,000	\$695,816	
6.1.d	Chiller overhauls (all 3 at same time)	\$225,000	\$260,931	
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$350,000	\$405,893	
3.3.c	Allowance for pool furniture replacement	\$5,000	\$5,798	<b>\$1,799,728</b>
<b>2027</b>				
1.1.a	Mill and overlay (Building 6631 and Wakefield Drive)	\$195,200	\$232,031	
1.1.b	Full depth repairs (Building 6631 and Wakefield Drive)	\$36,600	\$43,506	
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$350,000	\$416,040	
9.a	Fire Detection and Alarm System Replacement (Building 6621)	\$500,000	\$594,343	
10.b	Refurbish elevator cars (Building 6631)	\$270,000	\$320,945	
11.e	Allowance for management office renovations (Building 6621)	\$10,000	\$11,887	
11.h	Allowance for common area painting (All Buildings)	\$350,000	\$416,040	
2.f	Allowance for tree maintenance/removal	\$25,000	\$29,717	
6.2.a	Air handling unit replacement allowance	\$50,000	\$59,434	<b>\$2,123,944</b>
<b>2028</b>				
2.f	Allowance for replacement of playground equipment	\$15,000	\$18,276	
5.2.a	Allowance for repairs/replacement at porticos	\$30,000	\$36,552	
6.3.a	Exhaust Fan Replacement and Repair Allowance	\$30,000	\$36,552	
9.a	Fire Detection and Alarm System Replacement (Building 6631)	\$500,000	\$609,201	<b>\$700,582</b>

**TABLE 2**  
**EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
<b>2029</b>				
2.a	Allowance for site furniture replacement	\$10,000	\$12,489	
9.a	Fire Detection and Alarm System Replacement (Building 6641)	\$500,000	\$624,431	
1.2.a	Repair/Replace concrete elements allowance	\$21,040	\$26,276	
1.2.b	Repair/Replace concrete curb and gutter allowance	\$16,950	\$21,168	
7.3.a	Outdoor Lighting Fixtures	\$30,000	\$37,466	
11.i	Allowance for fitness equipment replacement	\$15,000	\$18,733	
11.j	Reserve study updates	\$20,000	\$24,977	<b>\$765,541</b>
<b>2030</b>				
4.2.a	Allowance for façade repair project (Building 6641)	\$350,000	\$448,030	
5.2.b	Allowance for repairs/replacement at canopies	\$10,000	\$12,801	
6.1.d	Chiller replacements	\$300,000	\$384,025	
6.1.g	Domestic water heat exchangers	\$75,000	\$96,006	
6.2.b	Elevator machine room split system replacements	\$54,000	\$69,125	
7.4.a	Internal Phone System Replacement	\$7,000	\$8,961	
1.1.c	Crack fill and seal coat (Building 6621)	\$28,600	\$36,610	
3.2.c	Allowance for repairs/replacements of interior finishes	\$10,000	\$12,801	
7.1.a	Electrical Equipment Inspection and Testing (out years)	\$45,000	\$57,604	
11.f	Allowance for carpet replacement (All Buildings)	\$240,000	\$307,220	
4.1.c	Allowance for steel dunnage painting	\$15,000	\$19,201	
6.1.j	Valve, fixture and insulation replacements	\$21,000	\$26,882	
2.f	Allowance for tree maintenance/removal	\$25,000	\$32,002	<b>\$1,511,268</b>
<b>2031</b>				
4.2.a	Allowance for façade repair project (Building 6631)	\$350,000	\$459,230	
6.1.d	Chiller replacements	\$300,000	\$393,626	
6.3.b	Trash Chute Cleaning and Door Replacement	\$75,000	\$98,406	
11.d	Allowance for club room renovations (Building 6631)	\$5,000	\$6,560	
1.1.c	Crack fill and seal coat (Building 6641)	\$20,200	\$26,504	
3.1.a	Whitecoat pools	\$18,600	\$24,405	
3.3.c	Allowance for pool furniture replacement	\$5,000	\$6,560	<b>\$1,015,293</b>
<b>2032</b>				
4.2.a	Allowance for façade repair project (Building 6621)	\$350,000	\$470,711	
6.1.d	Chiller replacements	\$300,000	\$403,467	
10.b	Refurbish elevator cars (Building 6641)	\$270,000	\$363,120	
1.1.c	Crack fill and seal coat (Building 6631 and Wakefield Drive)	\$24,400	\$32,815	<b>\$1,270,113</b>
<b>2033</b>				
6.3.a	Exhaust Fan Replacement and Repair Allowance	\$30,000	\$41,355	
2.f	Allowance for tree maintenance/removal	\$25,000	\$34,463	<b>\$75,818</b>
<b>2034</b>				
6.1.f	Boiler replacements: evaluation and design	\$75,000	\$105,973	
11.g	Allowance for hallway renovations (All Buildings)	\$75,000	\$105,973	
3.2.b	Allowance for repairs/replacement of exteriors	\$10,000	\$14,130	
3.3.a	Allowance for concrete deck repairs	\$9,360	\$13,225	
3.3.a	Allowance to recoat pool deck	\$29,250	\$41,329	
5.2.c	Allowance for repairs/replacement at patios	\$30,000	\$42,389	
5.2.d	Allowance for repairs/replacement at loading docks	\$15,000	\$21,195	
1.2.a	Repair/Replace concrete elements allowance	\$21,040	\$29,729	
1.2.b	Repair/Replace concrete curb and gutter allowance	\$16,950	\$23,950	
11.h	Allowance for common area painting (All Buildings)	\$350,000	\$494,541	
11.i	Allowance for fitness equipment replacement	\$15,000	\$21,195	
11.j	Reserve study updates	\$20,000	\$28,259	<b>\$941,888</b>

**TABLE 2**  
**EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
<b>2035</b>				
3.3.d	Replacement of perimeter fence	\$27,000	\$39,104	
6.1.f	Boiler replacements	\$1,050,000	\$1,520,713	
6.1.h	Underground storage tank replacements	\$240,000	\$347,592	
6.1.l	Fuel oil pump station replacement or rebuild	\$60,000	\$86,898	
3.1.c	Replacement of pumps	\$5,000	\$7,241	
1.1.c	Crack fill and seal coat (Building 6621)	\$28,600	\$41,421	
7.1.a	Electrical Equipment Inspection and Testing (out years)	\$45,000	\$65,173	
4.1.c	Allowance for steel dunnage painting	\$15,000	\$21,724	
6.1.j	Valve, fixture and insulation replacements	\$21,000	\$30,414	<b>\$2,160,282</b>
<b>2036</b>				
6.1.b	Cooling towers overhaul	\$210,000	\$311,746	
3.2.d	Replacement of water heater	\$5,000	\$7,423	
1.1.c	Crack fill and seal coat (Building 6641)	\$20,200	\$29,987	
3.3.c	Allowance for pool furniture replacement	\$5,000	\$7,423	
2.f	Allowance for tree maintenance/removal	\$25,000	\$37,113	<b>\$393,691</b>
<b>2037</b>				
11.e	Allowance for management office renovations (Building 6621)	\$10,000	\$15,216	
1.1.c	Crack fill and seal coat (Building 6631 and Wakefield Drive)	\$24,400	\$37,127	
7.3.a	Outdoor Lighting Fixtures	\$30,000	\$45,649	
11.f	Allowance for carpet replacement (All Buildings)	\$240,000	\$365,188	<b>\$463,181</b>
<b>2038</b>				
2.f	Allowance for replacement of playground equipment	\$15,000	\$23,395	
5.2.a	Allowance for repairs/replacement at porticos	\$30,000	\$46,790	
8.1.b	Domestic hot water tanks and tempering station	\$45,000	\$70,185	
6.3.a	Exhaust Fan Replacement and Repair Allowance	\$30,000	\$46,790	<b>\$187,159</b>
<b>2039</b>				
2.a	Allowance for site furniture replacement	\$10,000	\$15,987	
1.2.a	Repair/Replace concrete elements allowance	\$21,040	\$33,636	
1.2.b	Repair/Replace concrete curb and gutter allowance	\$16,950	\$27,097	
11.i	Allowance for fitness equipment replacement	\$15,000	\$23,980	
11.j	Reserve study updates	\$20,000	\$31,973	
2.f	Allowance for tree maintenance/removal	\$25,000	\$39,966	<b>\$172,638</b>

**APPENDIX C**  
**COMPONENT CONTRIBUTION BY YEAR**



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## Reserve Fund Plan Model Explanation

### Table 3 - Component Contribution by Year

This table lists each studied component requiring replacement, and gives the contribution which would be required in each year for each component under the *component method* of analysis. The total contribution given in the bottom row of the table is the "Component Method Contribution" given in column 5 of Tables 4.

The spreadsheet allocates a portion of the existing reserve balance to each component listed in the table based on a ratio of the individual component value to the total value of all components, as well as the next replacement date for the component. Any required expenditures in the first year are fully funded from the existing balance before the remaining balance is allocated to the components.

TABLE 3 COMPONENT CONTRIBUTION BY YEAR

Test Section No.	Item Description	1 Contribution 2020	2 Contribution 2021	3 Contribution 2022	4 Contribution 2023	5 Contribution 2024	6 Contribution 2025	7 Contribution 2026	8 Contribution 2027	9 Contribution 2028	10 Contribution 2029
<b>SITE FEATURES</b>											
<b>1.1 Road and Parking Lot Asphalt Pavements</b>											
1.1.a	Mill and overlay (Building 6621)	\$36,134	\$36,134	\$36,134	\$36,134	\$36,134	\$9,795	\$9,795	\$9,795	\$9,795	\$9,795
1.1.a	Mill and overlay (Building 6631 and Wakefield Drive)	\$21,712	\$21,712	\$21,712	\$21,712	\$21,712	\$21,712	\$21,712	\$8,780	\$8,780	\$8,780
1.1.a	Mill and overlay (Building 6641)	\$21,125	\$21,125	\$21,125	\$21,125	\$21,125	\$7,091	\$7,091	\$7,091	\$7,091	\$7,091
1.1.b	Full depth repairs (Building 6621)	\$6,775	\$6,775	\$6,775	\$6,775	\$6,775	\$1,837	\$1,837	\$1,837	\$1,837	\$1,837
1.1.b	Full depth repairs (Building 6631 and Wakefield Drive)	\$4,071	\$4,071	\$4,071	\$4,071	\$4,071	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646
1.1.b	Full depth repairs (Building 6641)	\$3,661	\$3,961	\$3,961	\$3,961	\$3,961	\$1,330	\$1,330	\$1,330	\$1,330	\$1,330
1.1.c	Crack fill and seal coat (Building 6621)	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588	\$2,588
1.1.c	Crack fill and seal coat (Building 6631 and Wakefield Drive)	\$9,795	\$9,795	\$2,320	\$9,795	\$2,320	\$2,320	\$2,320	\$2,320	\$2,320	\$2,320
1.1.c	Crack fill and seal coat (Building 6641)	\$16,288	\$1,873	\$1,873	\$1,873	\$1,873	\$1,873	\$1,873	\$1,873	\$1,873	\$1,873
<b>1.2 Pedestrian Pavements and Other Concrete Features</b>											
1.2.a	Repair/Replace concrete elements allowance	\$4,179	\$4,179	\$4,179	\$4,179	\$4,524	\$4,524	\$4,524	\$4,524	\$4,524	\$5,118
1.2.b	Repair/Replace concrete curb and gutter allowance	\$3,367	\$3,367	\$3,367	\$3,367	\$3,644	\$3,644	\$3,644	\$3,644	\$3,644	\$4,123
<b>2.0 General Site Features</b>											
2.a	Allowance for site furniture replacement	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$851	\$1,130
2.b	Garden chain link fence replacement	\$6,182	\$6,182	\$328	\$328	\$328	\$328	\$328	\$328	\$328	\$328
2.b	Garden shed replacement	\$2,663	\$2,663	\$2,663	\$407	\$407	\$407	\$407	\$407	\$407	\$407
2.c	Allowance for replacement of playground equipment	\$1,448	\$1,448	\$1,448	\$1,448	\$1,448	\$1,448	\$1,448	\$1,448	\$1,654	\$1,654
2.c	Allowance for repairs/replacement of seating area	\$605	\$605	\$605	\$605	\$605	\$605	\$605	\$605	\$605	\$605
2.d	Allowance for metal railing replacement	\$1,864	\$1,864	\$1,864	\$153	\$153	\$153	\$153	\$153	\$153	\$153
2.e	Maintenance shed replacement	\$609	\$609	\$609	\$609	\$609	\$609	\$609	\$609	\$609	\$609
2.f	Allowance for tree inventory study										
2.f	Allowance for tree maintenance/removal	\$20,158	\$8,542	\$8,542	\$8,542	\$9,199	\$9,199	\$9,199	\$9,906	\$9,906	\$9,906
<b>3.1 Pools</b>											
3.1.a	Whitcoat pools	\$14,996	\$1,725	\$1,725	\$1,725	\$1,725	\$1,725	\$1,725	\$1,725	\$1,725	\$1,725
3.1.b	Replacement of pool filters and water treatment systems	\$576	\$576	\$576	\$576	\$576	\$576	\$576	\$576	\$576	\$576
3.1.c	Replacement of pumps	\$790	\$790	\$790	\$790	\$790	\$512	\$512	\$512	\$512	\$512
<b>3.2 Pool House</b>											
3.2.a	Pool house roof replacement	\$6,391	\$6,391	\$6,391	\$978	\$978	\$978	\$978	\$978	\$978	\$978
3.2.b	Allowance for repairs/replacement of exteriors	\$13,986	\$13,986	\$13,986	\$13,986	\$999	\$999	\$999	\$999	\$999	\$999
3.2.b	Allowance for replacement of windows	\$12,095	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312	\$3,312
3.2.c	Allowance for repairs/replacements of interior finishes	\$905	\$905	\$905	\$905	\$905	\$905	\$905	\$905	\$905	\$905
3.2.d	Replacement of water heater	\$4,032	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284
3.3	Pool Deck and Picnic Areas										
3.3.a	Allowance for concrete deck repairs	\$1,859	\$1,859	\$1,859	\$1,859	\$935	\$935	\$935	\$935	\$935	\$935
3.3.a	Allowance to recast pool deck	\$5,810	\$5,810	\$5,810	\$5,810	\$2,921	\$2,921	\$2,921	\$2,921	\$2,921	\$2,921
3.3.b	Allowance for repairs/replacement of canopy elements	\$1,579	\$1,579	\$1,579	\$1,579	\$1,579	\$428	\$428	\$428	\$428	\$428
3.3.c	Allowance for pool furniture replacement	\$4,032	\$998	\$998	\$998	\$998	\$1,129	\$1,129	\$1,129	\$1,129	\$1,129
3.3.d	Replacement of perimeter fence	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294
<b>EXTERIOR FEATURES</b>											
<b>4.1 Roofing</b>											
4.1.a	Roof replacement (Building 6621)	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636
4.1.a	Roof replacement (Building 6631)	\$397,112	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102
4.1.a	Roof replacement (Building 6641)	\$197,702	\$197,702	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579
4.1.b	Allowance for repair//replacement of wood deck (Building 6621)	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284
4.1.b	Canopy roof replacement (Building 6621)	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249
4.1.b	Allowance for replacement of metal fence (Building 6621)	\$363	\$363	\$363	\$363	\$363	\$363	\$363	\$363	\$363	\$363
4.1.b	Allowance for replacement of metal fence (Building 6621)	\$6,047	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291
4.1.b	Canopy roof replacement (Building 6631)	\$26,609	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280
4.1.b	Canopy roof replacement (Building 6631)	\$7,741	\$372	\$372	\$372	\$372	\$372	\$372	\$372	\$372	\$372
4.1.b	Allowance for replacement of metal fence (Building 6631)	\$3,011	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298
4.1.b	Allowance for repair//placement of wood deck (Building 6641)	\$13,247	\$13,247	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312
4.1.b	Canopy roof replacement (Building 6641)	\$3,854	\$3,854	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382
4.1.c	Allowance for replacement of metal fence (Building 6641)	\$2,922	\$2,922	\$2,922	\$2,922	\$2,922	\$3,306	\$3,306	\$3,306	\$3,306	\$3,306
<b>4.2 Exterior Facade, Windows, &amp; Doors</b>											
4.2.a	Allowance for facade repair project (Building 6621)	\$21,695	\$21,695	\$21,695	\$21,695	\$21,695	\$21,695	\$21,695	\$21,695	\$21,695	\$21,695

TABLE 3 COMPONENT CONTRIBUTION BY YEAR

Test Section No.	Item Description	1 Contribution 2020	2 Contribution 2021	3 Contribution 2022	4 Contribution 2023	5 Contribution 2024	6 Contribution 2025	7 Contribution 2026	8 Contribution 2027	9 Contribution 2028	10 Contribution 2029
4.2.a	Allowance for facade repair project (Building 6631)	\$23,913	\$23,913	\$23,913	\$23,913	\$23,913	\$23,913	\$23,913	\$23,913	\$23,913	\$23,913
4.2.a	Allowance for facade repair project (Building 6641)	\$26,561	\$26,561	\$26,561	\$26,561	\$26,561	\$26,561	\$26,561	\$26,561	\$26,561	\$26,561
4.2.b	Window replacement (Building 6621)	\$134,240	\$134,240	\$134,240	\$134,240	\$134,240	\$134,240	\$134,240	\$134,240	\$134,240	\$134,240
4.2.b	Window replacement (Building 6631)	\$168,833	\$168,833	\$168,833	\$168,833	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435
4.2.b	Window replacement (Building 6641)	\$226,358	\$226,358	\$226,358	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083
4.2.c	Exterior door replacement (All Buildings)	\$23,530	\$23,530	\$23,530	\$23,530	\$23,530	\$23,530	\$7,899	\$7,899	\$7,899	\$7,899
4.3	Balconies										
4.3.a	Allowance for balcony repair project (All Buildings)	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136
5.2	Building Entrances										
5.2.a	Allowance for repairs/replacement at porches	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$3,307	\$3,307
5.2.b	Allowance for repairs/replacement at canopies	\$759	\$759	\$759	\$759	\$759	\$759	\$759	\$759	\$759	\$759
5.2.c	Allowance for repairs/replacement at patios	\$5,959	\$5,959	\$5,959	\$5,959	\$2,996	\$2,996	\$2,996	\$2,996	\$2,996	\$2,996
5.2.d	Allowance for repairs/replacement at loading docks	\$2,979	\$2,979	\$2,979	\$2,979	\$1,498	\$1,498	\$1,498	\$1,498	\$1,498	\$1,498
6.1	MEP Systems										
6.1	Mechanical Systems										
6.1.a	Cooling tower support steel refinishing	\$568	\$568	\$568	\$568	\$568	\$568	\$568	\$568	\$568	\$568
6.1.b	Cooling towers overhaul	\$9,313	\$9,313	\$9,313	\$9,313	\$9,313	\$9,313	\$9,313	\$9,313	\$9,313	\$9,313
6.1.c	Cooling tower replacements	\$78,434	\$78,434	\$78,434	\$78,434	\$78,434	\$26,329	\$26,329	\$26,329	\$26,329	\$26,329
6.1.d	Chiller replacements	\$22,767	\$22,767	\$22,767	\$22,767	\$22,767	\$22,767	\$22,767	\$22,767	\$22,767	\$22,767
6.1.d	Chiller replacements	\$20,497	\$20,497	\$20,497	\$20,497	\$20,497	\$20,497	\$20,497	\$20,497	\$20,497	\$20,497
6.1.d	Chiller replacements	\$18,595	\$18,595	\$18,595	\$18,595	\$18,595	\$18,595	\$18,595	\$18,595	\$18,595	\$18,595
6.1.d	Chiller overhauls (all 3 at same time)	\$29,413	\$29,413	\$29,413	\$29,413	\$29,413	\$29,413	\$4,014	\$4,014	\$4,014	\$4,014
6.1.e	Boiler burner replacements	\$14,214	\$14,214	\$14,214	\$14,214	\$14,214	\$3,853	\$3,853	\$3,853	\$3,853	\$3,853
6.1.f	Boiler replacements: evaluation and design	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896
6.1.f	Boiler replacements	\$50,303	\$50,303	\$50,303	\$50,303	\$50,303	\$50,303	\$50,303	\$50,303	\$50,303	\$50,303
6.1.g	Domestic water heat exchangers	\$5,692	\$5,692	\$5,692	\$5,692	\$5,692	\$5,692	\$5,692	\$5,692	\$5,692	\$5,692
6.1.h	Underground storage tank replacements	\$11,498	\$11,498	\$11,498	\$11,498	\$11,498	\$11,498	\$11,498	\$11,498	\$11,498	\$11,498
6.1.i	Mechanical pump replacements	\$26,693	\$26,693	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862
6.1.i	Mechanical pump replacements	\$17,310	\$17,310	\$17,310	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909
6.1.i	Mechanical pump replacements	\$12,911	\$12,911	\$12,911	\$2,911	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957
6.1.i	Valve, fixture and insulation replacements	\$4,091	\$4,091	\$4,091	\$4,091	\$4,091	\$4,628	\$4,628	\$4,628	\$4,628	\$4,628
6.1.k	Building automation system replacements	\$37,903	\$37,903	\$37,903	\$37,903	\$37,903	\$10,275	\$10,275	\$10,275	\$10,275	\$10,275
6.1.k	Fuel oil pump station replacement or rebuild	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874
6.2.a	Air handling unit replacement allowance	\$51,250	\$25,949	\$25,949	\$27,263	\$27,263	\$28,643	\$28,643	\$1,436	\$1,436	\$1,436
6.2.b	Elevator machine room split system replacements	\$4,098	\$4,098	\$4,098	\$4,098	\$4,098	\$4,098	\$4,098	\$4,098	\$4,098	\$4,098
6.3.a	Exhaust Fan Replacement and Repair Allowance	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$2,897	\$7,120	\$7,120
6.3.b	Trash Chute Cleaning and Door Replacement	\$5,124	\$5,124	\$5,124	\$5,124	\$5,124	\$5,124	\$5,124	\$5,124	\$5,124	\$5,124
7.1	Electrical Systems										
7.1.a	Electrical Equipment Inspection and Testing (out years)	\$709	\$709	\$709	\$709	\$709	\$709	\$709	\$709	\$709	\$709
7.1.a	Electrical Equipment Inspection and Testing (out years)	\$7,107	\$7,107	\$7,107	\$7,107	\$7,107	\$9,917	\$9,917	\$9,917	\$9,917	\$9,917
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$55,275	\$55,275	\$55,275	\$55,275	\$55,275	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$45,753	\$45,753	\$45,753	\$45,753	\$45,753	\$4,796	\$4,796	\$4,796	\$4,796	\$4,796
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$38,930	\$38,930	\$38,930	\$38,930	\$38,930	\$38,930	\$4,916	\$4,916	\$4,916	\$4,916
7.2	Emergency Power Generation and Distribution										
7.2.a	Emergency generator replacements	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615
7.2.a	Emergency transfer switch replacements	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615
7.3	Lighting Systems										
7.3.a	Outdoor Lighting Fixtures	\$24,190	\$3,586	\$3,586	\$3,586	\$3,586	\$3,586	\$3,586	\$3,586	\$3,586	\$4,370
7.4	Miscellaneous Electrical/Electronic Systems										
7.4.a	Internal Phone System Replacement	\$531	\$531	\$531	\$531	\$531	\$531	\$531	\$531	\$531	\$531
7.4.b	Surveillance Systems Replacement In-kind										
7.4.b	Surveillance Systems Replacements with Improvements	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314
8.0	Pumbing Systems										
8.1	Domestic Hot and Cold-Water System										
8.1.a	Domestic hot water generating station heat exchanger	\$26,058	\$26,058	\$26,058	\$26,058	\$26,058	\$2,872	\$2,872	\$2,872	\$2,872	\$2,872
8.1.b	Domestic hot water tanks and tempering station	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967



TABLE 3 COMPONENT CONTRIBUTION BY YEAR

Test Section No.	Item Description	1 Contribution 2020	2 Contribution 2021	3 Contribution 2022	4 Contribution 2023	5 Contribution 2024	6 Contribution 2025	7 Contribution 2026	8 Contribution 2027	9 Contribution 2028	10 Contribution 2029
8.2	Sanitary and Storm Drainage										
8.2	No recommendations during the study period										
8.3	Natural Gas Piping System										
8.3	No recommendations during the study period										
9.0	Fire Protection										
9.a	Fire Detection and Alarm System Replacement (Building 6621)	\$55,614	\$55,614	\$55,614	\$55,614	\$55,614	\$55,614	\$55,614	\$22,489	\$22,489	\$22,489
9.a	Fire Detection and Alarm System Replacement (Building 6631)	\$48,277	\$48,277	\$48,277	\$48,277	\$48,277	\$48,277	\$48,277	\$23,052	\$23,052	\$23,052
9.a	Fire Detection and Alarm System Replacement (Building 6641)	\$42,548	\$42,548	\$42,548	\$42,548	\$42,548	\$42,548	\$42,548	\$23,628	\$23,628	\$23,628
9.b	Fire suppression sprinkler head tests	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168
9.b	Fire suppression sprinkler head replacements	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404
10.0	Elevators										
10.a	Elevator modernization (Building 6621)	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871
10.a	Elevator modernization (Building 6631)	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654
10.a	Elevator modernization (Building 6641)	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524
10.b	Refurbish elevator cars (Building 6621)	\$42,641	\$42,641	\$42,641	\$42,641	\$42,641	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700
10.b	Refurbish elevator cars (Building 6631)	\$30,032	\$30,032	\$30,032	\$30,032	\$30,032	\$30,032	\$30,032	\$5,212	\$5,212	\$5,212
10.b	Refurbish elevator cars (Building 6641)	\$16,736	\$16,736	\$16,736	\$16,736	\$16,736	\$16,736	\$16,736	\$16,736	\$16,736	\$16,736
BUILDING INTERIORS											
11.0	Interior Finishes										
11.a	Allowance for main lobby renovations (All Buildings)	\$19,863	\$19,863	\$19,863	\$19,863	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177
11.b	Allowance for elevator lobby renovations (All Buildings)	\$14,897	\$14,897	\$14,897	\$14,897	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133
11.c	Allowance for service corridor renovations (All Buildings)	\$120,948	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818
11.d	Allowance for club room renovations (Building 6631)	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$342
11.e	Allowance for management office renovations (Building 6621)	\$63,913	\$1,112	\$1,112	\$1,112	\$1,112	\$1,112	\$1,076	\$1,076	\$1,076	\$1,076
11.f	Allowance for carpet replacement (All Buildings)	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896	\$3,896
11.g	Allowance for hallway renovations (All Buildings)	\$47,345	\$47,345	\$47,345	\$47,345	\$47,345	\$47,345	\$56,279	\$56,279	\$56,279	\$56,279
11.h	Allowance for common area painting (All Buildings)	\$2,979	\$2,979	\$2,979	\$2,979	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225	\$3,649
11.i	Reserve study updates	\$3,973	\$3,973	\$3,973	\$3,973	\$4,300	\$4,300	\$4,300	\$4,300	\$4,300	\$4,865
		\$24,627,208	\$2,006,258	\$1,785,785	\$1,523,347	\$1,322,531	\$1,057,058	\$923,096	\$813,535	\$793,148	\$776,001

TABLE 3 COMPONENT CONTRIBUTION BY YEAR

Test Section No.	Item Description	11 Contribution 2030	12 Contribution 2031	13 Contribution 2032	14 Contribution 2033	15 Contribution 2034	16 Contribution 2035	17 Contribution 2036	18 Contribution 2037	19 Contribution 2038	20 Contribution 2039
<b>1.1 SITE FEATURES</b>											
<b>Road and Parking Lot Asphalt Pavements</b>											
1.1.a	Mill and overlay (Building 6621)	\$9,795	\$9,795	\$9,795	\$9,795	\$9,795	\$9,795	\$9,795	\$9,795	\$9,795	\$9,795
1.1.a	Mill and overlay (Building 6631 and Wakefield Drive)	\$8,780	\$8,780	\$8,780	\$8,780	\$8,780	\$8,780	\$8,780	\$8,780	\$8,780	\$8,780
1.1.a	Mill and overlay (Building 6641)	\$7,091	\$7,091	\$7,091	\$7,091	\$7,091	\$7,091	\$7,091	\$7,091	\$7,091	\$7,091
1.1.b	Full depth repairs (Building 6621)	\$1,837	\$1,837	\$1,837	\$1,837	\$1,837	\$1,837	\$1,837	\$1,837	\$1,837	\$1,837
1.1.b	Full depth repairs (Building 6631 and Wakefield Drive)	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646
1.1.b	Full depth repairs (Building 6641)	\$1,330	\$1,330	\$1,330	\$1,330	\$1,330	\$1,330	\$1,330	\$1,330	\$1,330	\$1,330
1.1.c	Crack fill and seal coat (Building 6621)	\$7,131	\$7,131	\$7,131	\$7,131	\$7,131	\$7,131	\$2,505	\$2,505	\$2,505	\$2,505
1.1.c	Crack fill and seal coat (Building 6631 and Wakefield Drive)	\$2,320	\$6,392	\$6,392	\$6,392	\$6,392	\$6,392	\$2,245	\$2,245	\$2,245	\$2,245
1.1.c	Crack fill and seal coat (Building 6641)	\$1,873	\$5,163	\$5,163	\$5,163	\$5,163	\$5,163	\$1,813	\$1,813	\$1,813	\$1,813
<b>1.2 Pedestrian Pavements and Other Concrete Features</b>											
1.2.a	Repair/Replace concrete elements allowance	\$5,118	\$5,118	\$5,118	\$5,118	\$5,791	\$5,791	\$5,791	\$5,791	\$5,791	\$6,552
1.2.b	Repair/Replace concrete curb and gutter allowance	\$4,123	\$4,123	\$4,123	\$4,123	\$4,665	\$4,665	\$4,665	\$4,665	\$4,665	\$5,278
<b>2.0 General Site Features</b>											
2.0	Allowance for site furniture replacement	\$1,130	\$1,130	\$1,130	\$1,130	\$1,130	\$1,130	\$1,130	\$1,130	\$1,130	\$1,447
2.b	Garden chain link fence replacement	\$328	\$328	\$328	\$328	\$328	\$328	\$328	\$328	\$328	\$328
2.f	Allowance for replacement of playground equipment	\$407	\$407	\$407	\$407	\$407	\$407	\$407	\$407	\$407	\$407
2.c	Allowance for repairs/replacement of seating area	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$2,117	\$2,117	\$2,117
2.d	Allowance for metal railing replacement	\$605	\$605	\$605	\$605	\$605	\$605	\$605	\$605	\$605	\$605
2.e	Maintenance shed replacement	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153
2.f	Allowance for tree inventory study	\$609	\$609	\$609	\$609	\$609	\$609	\$609	\$609	\$609	\$609
2.f	Allowance for tree maintenance/removal	\$10,668	\$10,668	\$10,668	\$11,488	\$11,488	\$11,488	\$12,371	\$12,371	\$12,371	
<b>3.1 Pools</b>											
3.1.a	Whitcoat pools	\$1,725	\$2,208	\$2,208	\$2,208	\$2,208	\$2,208	\$2,208	\$2,208	\$2,208	\$2,208
3.1.b	Replacement of pool filters and water treatment systems	\$576	\$576	\$576	\$576	\$576	\$576	\$576	\$576	\$576	\$576
3.1.c	Replacement of pumps	\$512	\$512	\$512	\$512	\$512	\$655	\$655	\$655	\$655	\$655
<b>3.2 Pool House</b>											
3.2.a	Pool house roof replacement	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978
3.2.b	Allowance for repairs/replacement of exteriors	\$999	\$999	\$999	\$999	\$12,719	\$12,719	\$12,719	\$12,719	\$12,719	\$12,719
3.2.b	Allowance for replacement of windows	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312	\$312
3.2.c	Allowance for repairs/replacements of interior finishes	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158
3.2.d	Replacement of water heater	\$284	\$284	\$284	\$284	\$284	\$412	\$412	\$412	\$412	\$412
3.3	Pool Deck and Pentic Areas										
3.3.a	Allowance for concrete deck repairs	\$935	\$935	\$935	\$935	\$1,197	\$1,197	\$1,197	\$1,197	\$1,197	\$1,197
3.3.a	Allowance to recast pool deck	\$2,921	\$2,921	\$2,921	\$2,921	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740
3.3.b	Allowance for repairs/replacement of canopy elements	\$428	\$428	\$428	\$428	\$428	\$428	\$428	\$428	\$428	\$428
3.3.c	Allowance for pool furniture replacement	\$1,129	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,446	\$1,446	\$1,446	\$1,446
3.3.d	Replacement of perimeter fence	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294	\$1,480	\$1,480	\$1,480	\$1,480	\$1,480
<b>EXTERIOR FEATURES</b>											
<b>4.1 Roofing</b>											
4.1.a	Roof replacement (Building 6621)	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636	\$18,636
4.1.a	Roof replacement (Building 6631)	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102	\$19,102
4.1.a	Roof replacement (Building 6641)	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579	\$19,579
4.1.b	Allowance for repair//replacement of wood deck (Building 6621)	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284	\$284
4.1.b	Canopy roof replacement (Building 6621)	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249	\$1,249
4.1.b	Allowance for replacement of metal fence (Building 6621)	\$363	\$363	\$363	\$363	\$363	\$363	\$363	\$363	\$363	\$363
4.1.b	Allowance for repair//replacement of wood deck (Building 6631)	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291	\$291
4.1.b	Canopy roof replacement (Building 6631)	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280
4.1.b	Allowance for replacement of metal fence (Building 6631)	\$372	\$372	\$372	\$372	\$372	\$372	\$372	\$372	\$372	\$372
4.1.b	Allowance for repair//placement of wood deck (Building 6641)	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298	\$298
4.1.b	Canopy roof replacement (Building 6641)	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312	\$1,312
4.1.c	Allowance for replacement of metal fence (Building 6641)	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382	\$382
4.1.c	Allowance for steel damage painting	\$3,740	\$3,740	\$3,740	\$3,740	\$3,740	\$4,232	\$4,232	\$4,232	\$4,232	\$4,232
<b>4.2 Exterior Facade, Windows, &amp; Doors</b>											
4.2.a	Allowance for facade repair project (Building 6621)	\$21,695	\$21,695	\$42,592	\$42,592	\$42,592	\$42,592	\$42,592	\$42,592	\$42,592	\$42,592

TABLE 3 COMPONENT CONTRIBUTION BY YEAR

Test Section No.	Item Description	11	12	13	14	15	16	17	18	19	20
		Contribution 2030	Contribution 2031	Contribution 2032	Contribution 2033	Contribution 2034	Contribution 2035	Contribution 2036	Contribution 2037	Contribution 2038	Contribution 2039
4.2.a	Allowance for facade repair project (Building 6631)	\$23,313	\$41,553	\$41,553	\$41,553	\$41,553	\$41,553	\$41,553	\$41,553	\$41,553	\$41,553
4.2.a	Allowance for facade repair project (Building 6641)	\$40,539	\$40,539	\$40,539	\$40,539	\$40,539	\$40,539	\$40,539	\$40,539	\$40,539	\$40,539
4.2.b	Window replacement (Building 6621)	\$14,796	\$14,796	\$14,796	\$14,796	\$14,796	\$14,796	\$14,796	\$14,796	\$14,796	\$14,796
4.2.b	Window replacement (Building 6631)	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435	\$14,435
4.2.b	Window replacement (Building 6641)	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083	\$14,083
4.2.c	Exterior door replacement (All Buildings)	\$7,899	\$7,899	\$7,899	\$7,899	\$7,899	\$7,899	\$7,899	\$7,899	\$7,899	\$7,899
4.3	Balconies										
4.3.a	Allowance for balcony repair project (All Buildings)	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136	\$15,136
5.2	Building Entrances										
5.2.a	Allowance for repairs/replacement at porticos	\$3,307	\$3,307	\$3,307	\$3,307	\$3,307	\$3,307	\$3,307	\$3,307	\$4,234	\$4,234
5.2.b	Allowance for repairs/replacement at canopies	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158
5.2.c	Allowance for repairs/replacement at patios	\$2,996	\$2,996	\$2,996	\$2,996	\$3,836	\$3,836	\$3,836	\$3,836	\$3,836	\$3,836
5.2.d	Allowance for repairs/replacement at loading docks	\$1,498	\$1,498	\$1,498	\$1,498	\$1,918	\$1,918	\$1,918	\$1,918		
6.1	MEP Systems										
6.1	Mechanical Systems										
6.1.a	Cooling tower support steel refinishing	\$568	\$568	\$568	\$568	\$568	\$568	\$568	\$568	\$568	\$568
6.1.b	Cooling towers overhaul	\$9,313	\$9,313	\$9,313	\$9,313	\$9,313	\$11,796	\$11,796	\$11,796	\$11,796	\$11,796
6.1.c	Cooling tower replacements	\$26,329	\$26,329	\$26,329	\$26,329	\$26,329	\$26,329	\$26,329	\$26,329	\$26,329	\$26,329
6.1.d	Chiller replacements	\$5,908	\$5,908	\$5,908	\$5,908	\$5,908	\$5,908	\$5,908	\$5,908	\$5,908	\$5,908
6.1.d	Chiller replacements	\$20,497	\$6,056	\$6,056	\$6,056	\$6,056	\$6,056	\$6,056	\$6,056	\$6,056	\$6,056
6.1.d	Chiller replacements	\$18,595	\$18,595	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207	\$6,207
6.1.d	Chiller overhauls (all 3 at same time)	\$4,014	\$4,014	\$4,014	\$4,014	\$4,014	\$4,014	\$4,014	\$4,014	\$4,014	\$4,014
6.1.e	Boiler burner replacements	\$3,853	\$3,853	\$3,853	\$3,853	\$3,853	\$3,853	\$3,853	\$3,853	\$3,853	\$3,853
6.1.f	Boiler replacements: evaluation and design	\$3,896	\$3,896	\$3,896	\$3,896	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150
6.1.f	Boiler replacements	\$50,303	\$50,303	\$50,303	\$50,303	\$50,303	\$30,849	\$30,849	\$30,849	\$30,849	\$30,849
6.1.g	Domestic water heat exchangers	\$1,477	\$1,477	\$1,477	\$1,477	\$1,477	\$1,477	\$1,477	\$1,477	\$1,477	\$1,477
6.1.h	Underground storage tank replacements	\$11,498	\$11,498	\$11,498	\$11,498	\$11,498	\$7,051	\$7,051	\$7,051	\$7,051	\$7,051
6.1.i	Mechanical pump replacements	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862
6.1.i	Mechanical pump replacements	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909
6.1.i	Mechanical pump replacements	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909	\$1,909
6.1.i	Mechanical pump replacements	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957	\$1,957
6.1.i	Valve, fixture and insulation replacements	\$5,236	\$5,236	\$5,236	\$5,236	\$5,236	\$5,924	\$5,924	\$5,924	\$5,924	\$5,924
6.1.k	Building automation system replacements	\$10,275	\$10,275	\$10,275	\$10,275	\$10,275	\$10,275	\$10,275	\$10,275	\$10,275	\$10,275
6.1.l	Fuel oil pump station replacement or rebuild	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874	\$1,763	\$1,763	\$1,763	\$1,763	\$1,763
6.2.a	Air handling unit replacement allowance	\$1,436	\$1,436	\$1,436	\$1,436	\$1,436	\$1,436	\$1,436	\$1,436	\$1,436	\$1,436
6.2.b	Elevator machine room split system replacements	\$3,833	\$3,833	\$3,833	\$3,833	\$3,833	\$3,833	\$3,833	\$3,833	\$3,833	\$3,833
6.3.a	Exhaust Fan Replacement and Repair Allowance	\$7,120	\$7,120	\$7,120	\$8,056	\$8,056	\$8,056	\$8,056	\$8,056	\$9,114	\$9,114
6.3.b	Trash Chute Cleaning and Door Replacement	\$5,124	\$1,163	\$1,163	\$1,163	\$1,163	\$1,163	\$1,163	\$1,163	\$1,163	\$1,163
7.1	Electrical Systems										
7.1.a	Electrical Equipment Inspection and Testing	\$709	\$709	\$709	\$709	\$709	\$709	\$709	\$709	\$709	\$709
7.1.a	Electrical Equipment Inspection and Testing (out years)	\$11,221	\$11,221	\$11,221	\$11,221	\$11,221	\$12,695	\$12,695	\$12,695	\$12,695	\$12,695
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679	\$4,679
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$4,796	\$4,796	\$4,796	\$4,796	\$4,796	\$4,796	\$4,796	\$4,796	\$4,796	\$4,796
7.1.b	Electrical Equipment Replacement (Main Electrical Rooms)	\$4,916	\$4,916	\$4,916	\$4,916	\$4,916	\$4,916	\$4,916	\$4,916	\$4,916	\$4,916
7.2	Emergency Power Generation and Distribution										
7.2.a	Emergency generator replacements	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615
7.2.a	Emergency transfer switch replacements	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615	\$1,615
7.3	Lighting Systems										
7.3.a	Outdoor Lighting Fixtures	\$4,370	\$4,370	\$4,370	\$4,370	\$4,370	\$4,370	\$4,370	\$5,324	\$5,324	\$5,324
7.4	Miscellaneous Electrical/Electronic Systems										
7.4.a	Internal Phone System Replacement	\$339	\$339	\$339	\$339	\$339	\$339	\$339	\$339	\$339	\$339
7.4.b	Surveillance Systems Replacement In-kind										
7.4.b	Surveillance Systems Replacements with Improvements	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314	\$2,314
8.0	Pumbing Systems										
8.1	Domestic Hot and Cold-Water System										
8.1.a	Domestic hot water generating station heat exchanger	\$2,872	\$2,872	\$2,872	\$2,872	\$2,872	\$2,872	\$2,872	\$2,872	\$2,872	\$2,872
8.1.b	Domestic hot water tanks and tempering station	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967	\$1,967		

TABLE 3 COMPONENT CONTRIBUTION BY YEAR

Test Section No.	Item Description	11 Contribution 2030	12 Contribution 2031	13 Contribution 2032	14 Contribution 2033	15 Contribution 2034	16 Contribution 2035	17 Contribution 2036	18 Contribution 2037	19 Contribution 2038	20 Contribution 2039
8.2	<b>Sanitary and Storm Drainage</b>										
8.2	No recommendations during the study period										
8.3	<b>Natural Gas Piping System</b>										
8.3	No recommendations during the study period										
9.0	<b>Fire Protection</b>										
9.a	Fire Detection and Alarm System Replacement (Building 6621)	\$22,489	\$22,489	\$22,489	\$22,489	\$22,489	\$22,489	\$22,489	\$22,489	\$22,489	\$22,489
9.a	Fire Detection and Alarm System Replacement (Building 6631)	\$23,052	\$23,052	\$23,052	\$23,052	\$23,052	\$23,052	\$23,052	\$23,052	\$23,052	\$23,052
9.a	Fire Detection and Alarm System Replacement (Building 6641)	\$23,628	\$23,628	\$23,628	\$23,628	\$23,628	\$23,628	\$23,628	\$23,628	\$23,628	\$23,628
9.b	Fire suppression sprinkler head tests	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168	\$168
9.b	Fire suppression sprinkler head replacements	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404
10.0	<b>Elevators</b>										
10.a	Elevator modernization (Building 6621)	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871	\$21,871
10.a	Elevator modernization (Building 6631)	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654	\$20,654
10.a	Elevator modernization (Building 6641)	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524	\$19,524
10.b	Refurbish elevator cars (Building 6621)	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700
10.b	Refurbish elevator cars (Building 6631)	\$5,212	\$5,212	\$5,212	\$5,212	\$5,212	\$5,212	\$5,212	\$5,212	\$5,212	\$5,212
10.b	Refurbish elevator cars (Building 6641)	\$16,736	\$16,736	\$7,366	\$7,366	\$7,366	\$7,366	\$7,366	\$7,366	\$7,366	\$7,366
<b>BUILDING INTERIORS</b>											
11.0	<b>Interior Finishes</b>										
11.a	Allowance for main lobby renovations (All Buildings)	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177	\$4,177
11.b	Allowance for elevator lobby renovations (All Buildings)	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133	\$3,133
11.c	Allowance for service corridor renovations (All Buildings)	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818	\$5,818
11.d	Allowance for club room renovations (Building 6631)	\$342	\$364	\$364	\$364	\$364	\$364	\$364	\$364	\$364	\$364
11.e	Allowance for management office renovations (Building 6621)	\$1,076	\$1,076	\$1,076	\$1,076	\$1,076	\$1,076	\$1,076	\$1,076	\$1,377	\$1,377
11.f	Allowance for carpet replacement (All Buildings)	\$41,559	\$41,559	\$41,559	\$41,559	\$41,559	\$41,559	\$41,559	\$49,400	\$49,400	\$49,400
11.g	Allowance for hallway renovations (All Buildings)	\$3,896	\$3,896	\$3,896	\$3,896	\$5,876	\$5,876	\$5,876	\$5,876	\$5,876	\$5,876
11.h	Allowance for common area painting (All Buildings)	\$56,279	\$56,279	\$56,279	\$56,279	\$66,898	\$66,898	\$66,898	\$66,898	\$66,898	\$66,898
11.i	Allowance for fitness equipment replacement	\$3,649	\$3,649	\$3,649	\$3,649	\$4,128	\$4,128	\$4,128	\$4,128	\$4,128	\$4,671
11.j	Reserve study updates	\$4,865	\$4,865	\$4,865	\$4,865	\$5,505	\$5,505	\$5,505	\$5,505	\$5,505	\$6,228
		\$778,808	\$778,698	\$777,837	\$779,593	\$794,183	\$772,154	\$775,816	\$784,913	\$785,394	\$774,289

**APPENDIX D**  
**CASH FLOW SUMMARIES**



---

## Cash Flow Summary Explanation

The following table presents the cash flow over the twenty-year study period. The table is followed by a bar chart showing expenditures vs. reserve balance. A line graph showing funding levels as a percentage of total component value for both funding methods is provided at the end. The tables assume a 2.5% inflation rate. The reserve tables do not include any interest that may have been earned on reserve investments.

The funding scenarios shown in these tables and graphs are further explained in the report cover letter.

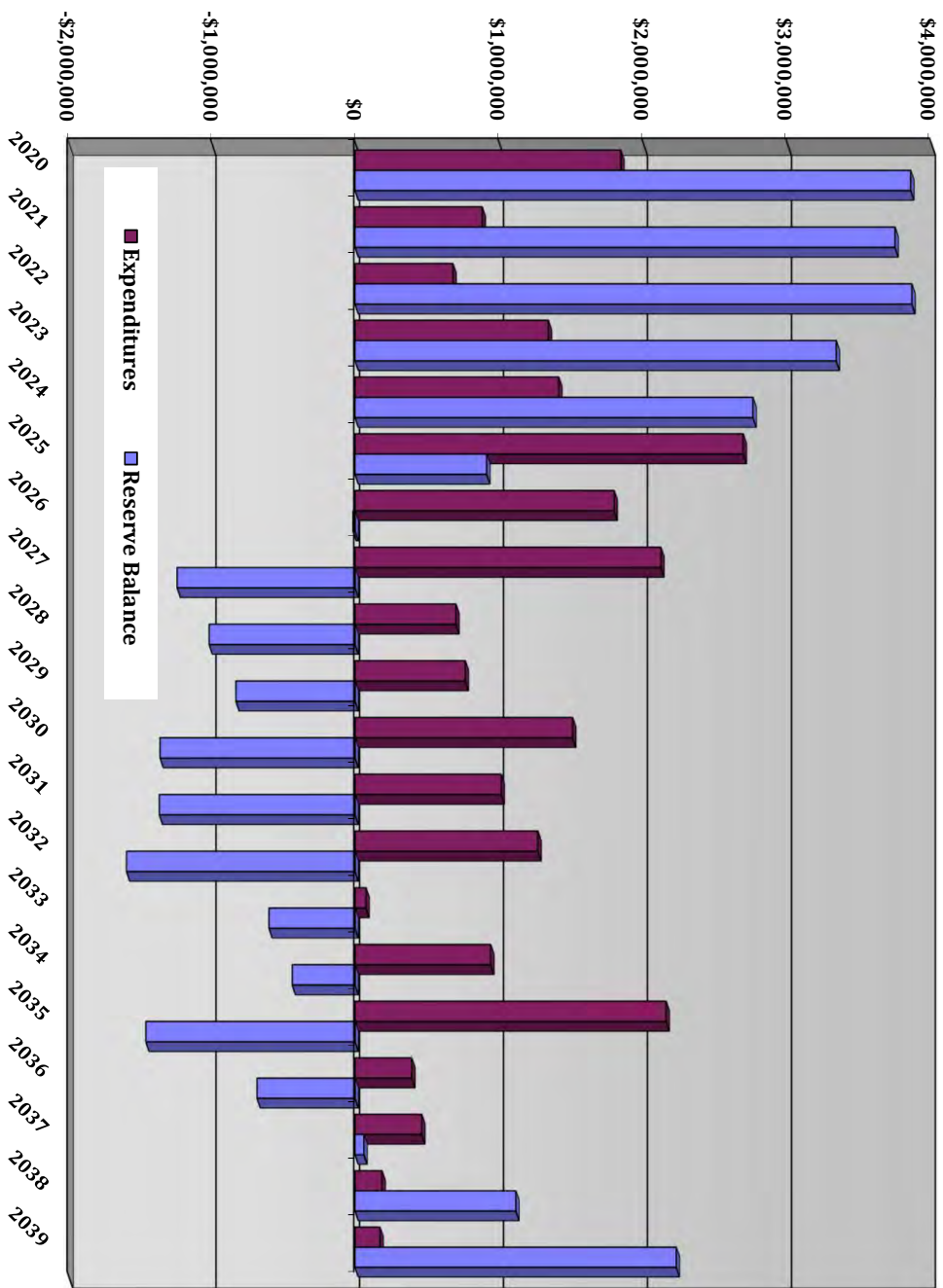
Individual columns in each table contain the following information:

- |           |  |
|-----------|--|
| Column 1. | <b>Year</b>  |
| Column 2. | <b>Total Component Value</b> - total worth of all reserve component repair/replacement costs in that year  |
| Column    | <b>Beginning Reserve Balance</b> , which shows the amount after all activity in the prior year is completed  |
| Column 4. | <b>Yearly Contribution</b>   |
| Column 5. | <b>Component Method Contribution</b> , which represents the sum of all component contributions required for each year                                  |
| Column 6. | <b>Capital Expenditures</b> . This is the sum of all replacement reserve projects that need to be completed in a given year.                           |
| Column 7. | <b>Ending Reserve Balance</b> . This is the result of the beginning reserve balance, plus annual contribution, less expenditures made during the year. |
| Column 8. | <b>% Total Component Value</b> . Ratio of the ending reserve balance to the total component value, expressed as a percentage.                          |

**TABLE 4**  
**CASH FLOW SUMMARY**  
**Current Funding**

River Towers Condominiums									
Initial Contribution:			\$729,875		Begin Study Period:			2020	
Projected Annual Increase:			3%		End Study Period:			2039	
Beginning Balance:			\$4,952,166						
Year	Total Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Component Value	
2020	\$18,265,010	\$4,952,166	\$729,875	\$2,627,208	\$23,295	\$1,846,200	\$3,859,136	21%	
2021	\$18,721,635	\$3,859,136	\$751,771	\$2,006,258	\$22,322	\$882,935	\$3,750,294	20%	
2022	\$19,189,676	\$3,750,294	\$774,324	\$1,785,785	\$23,026	\$680,175	\$3,867,470	20%	
2023	\$19,669,418	\$3,867,470	\$797,554	\$1,523,347	\$18,942	\$1,341,806	\$3,342,160	17%	
2024	\$20,161,153	\$3,342,160	\$821,481	\$1,322,531	\$14,456	\$1,414,647	\$2,763,451	14%	
2025	\$20,665,182	\$2,763,451	\$846,125	\$1,057,058	\$507	\$2,695,806	\$914,277	4%	
2026	\$21,181,812	\$914,277	\$871,509	\$923,096		\$1,799,728	-\$13,942	0%	
2027	\$21,711,357	-\$13,942	\$897,654	\$813,535		\$2,123,944	-\$1,240,232	-6%	
2028	\$22,254,141	-\$1,240,232	\$924,584	\$793,148		\$700,582	-\$1,016,230	-5%	
2029	\$22,810,495	-\$1,016,230	\$952,321	\$776,001		\$765,541	-\$829,449	-4%	
2030	\$23,380,757	-\$829,449	\$980,891	\$778,806		\$1,511,268	-\$1,359,826	-6%	
2031	\$23,965,276	-\$1,359,826	\$1,010,318	\$778,698		\$1,015,293	-\$1,364,801	-6%	
2032	\$24,564,408	-\$1,364,801	\$1,040,627	\$777,837		\$1,270,113	-\$1,594,286	-6%	
2033	\$25,178,518	-\$1,594,286	\$1,071,846	\$779,593		\$75,818	-\$598,258	-2%	
2034	\$25,807,981	-\$598,258	\$1,104,001	\$794,183		\$941,888	-\$436,145	-2%	
2035	\$26,453,180	-\$436,145	\$1,137,121	\$772,154		\$2,160,282	-\$1,459,305	-6%	
2036	\$27,114,510	-\$1,459,305	\$1,171,235	\$775,816		\$393,691	-\$681,761	-3%	
2037	\$27,792,373	-\$681,761	\$1,206,372	\$784,913		\$463,181	\$61,430	0%	
2038	\$28,487,182	\$61,430	\$1,242,563	\$785,394		\$187,159	\$1,116,835	4%	
2039	\$29,199,362	\$1,116,835	\$1,279,840	\$774,289	\$7,081	\$172,638	\$2,231,118	8%	

Cash Flow Summary  
Table 4 (Current Funding)

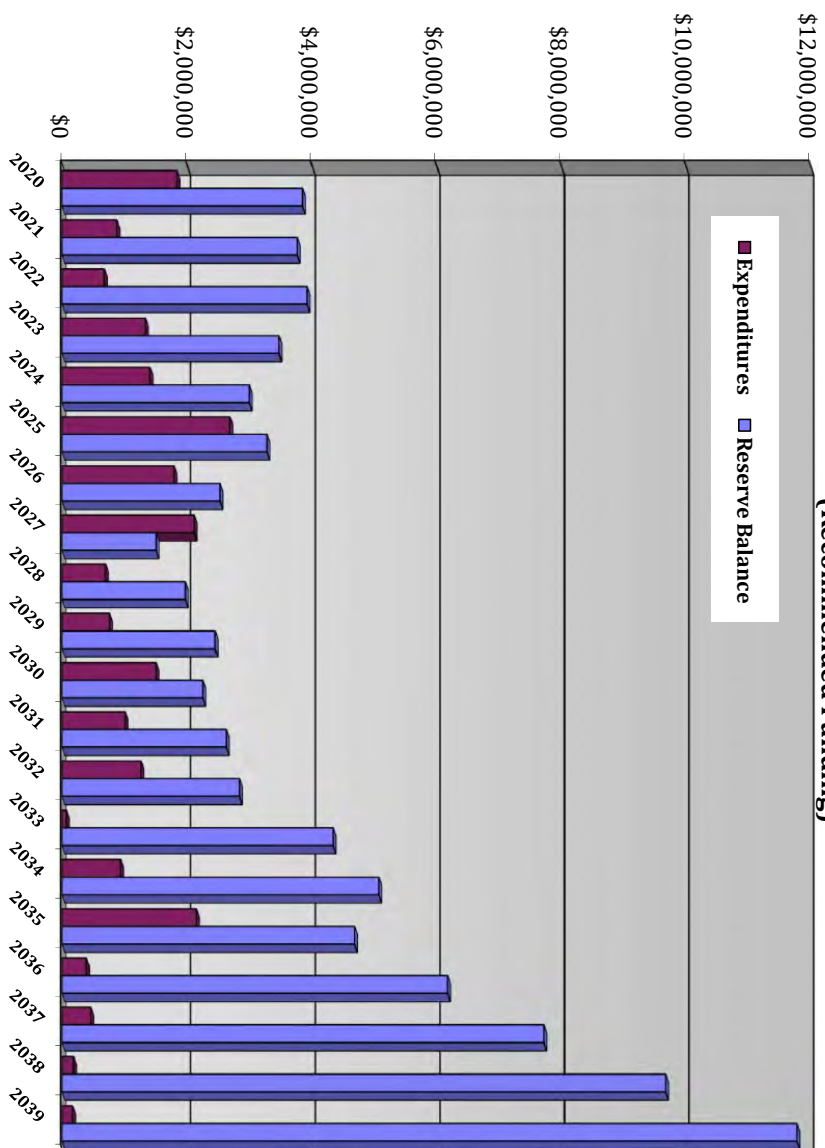




**TABLE 4A**  
**CASH FLOW SUMMARY**  
**Recommended Funding - With Loan**

River Towers Condominiums									
<b>Initial Contribution:</b>		<b>\$729,875</b>		<b>w/cash infusion in 2025 of \$2,000,000</b>				<b>Begin Study Period:</b>	<b>2020</b>
<b>Projected Annual Increase:</b>		<b>6.0%</b>						<b>End Study Period:</b>	<b>2039</b>
<b>Beginning Balance</b>		<b>\$4,952,166</b>							
Year	Total Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Component Value	
2020	\$18,265,010	\$4,952,166	\$729,875	\$2,627,208	\$23,295	\$1,846,200	\$3,859,136	21%	
2021	\$18,721,635	\$3,859,136	\$773,668	\$2,006,258	\$22,322	\$882,935	\$3,772,190	20%	
2022	\$19,189,676	\$3,772,190	\$820,088	\$1,785,785	\$23,190	\$680,175	\$3,935,293	21%	
2023	\$19,669,418	\$3,935,293	\$869,293	\$1,523,347	\$19,451	\$1,341,806	\$3,482,231	18%	
2024	\$20,161,153	\$3,482,231	\$921,450	\$1,322,531	\$15,507	\$1,414,647	\$3,004,542	15%	
2025	\$20,665,182	\$3,004,542	\$2,976,737	\$1,057,058	\$2,316	\$2,695,806	\$3,287,789	16%	
2026	\$21,181,812	\$3,287,789	\$1,035,342	\$923,096	\$11,160	\$1,799,728	\$2,534,562	12%	
2027	\$21,711,357	\$2,534,562	\$1,097,462	\$813,535	\$3,080	\$2,123,944	\$1,511,161	7%	
2028	\$22,254,141	\$1,511,161	\$1,163,310	\$793,148	\$6,079	\$700,582	\$1,979,968	9%	
2029	\$22,810,495	\$1,979,968	\$1,233,108	\$776,001	\$9,108	\$765,541	\$2,456,644	11%	
2030	\$23,380,757	\$2,456,644	\$1,307,095	\$778,806	\$7,090	\$1,511,268	\$2,259,562	10%	
2031	\$23,965,276	\$2,259,562	\$1,385,521	\$778,698	\$9,332	\$1,015,293	\$2,639,122	11%	
2032	\$24,564,408	\$2,639,122	\$1,468,652	\$777,837	\$10,268	\$1,270,113	\$2,847,928	12%	
2033	\$25,178,518	\$2,847,928	\$1,556,771	\$779,593	\$20,791	\$75,818	\$4,349,672	17%	
2034	\$25,807,981	\$4,349,672	\$1,650,177	\$794,183	\$25,558	\$941,888	\$5,083,519	20%	
2035	\$26,453,180	\$5,083,519	\$1,749,188	\$772,154	\$21,924	\$2,160,282	\$4,694,350	18%	
2036	\$27,114,510	\$4,694,350	\$1,854,139	\$775,816	\$32,255	\$393,691	\$6,187,053	23%	
2037	\$27,792,373	\$6,187,053	\$1,965,388	\$784,913	\$42,929	\$463,181	\$7,732,189	28%	
2038	\$28,487,182	\$7,732,189	\$2,083,311	\$785,394	\$56,588	\$187,159	\$9,684,929	34%	
2039	\$29,199,362	\$9,684,929	\$2,208,309	\$774,289	\$71,342	\$172,638	\$11,791,942	40%	

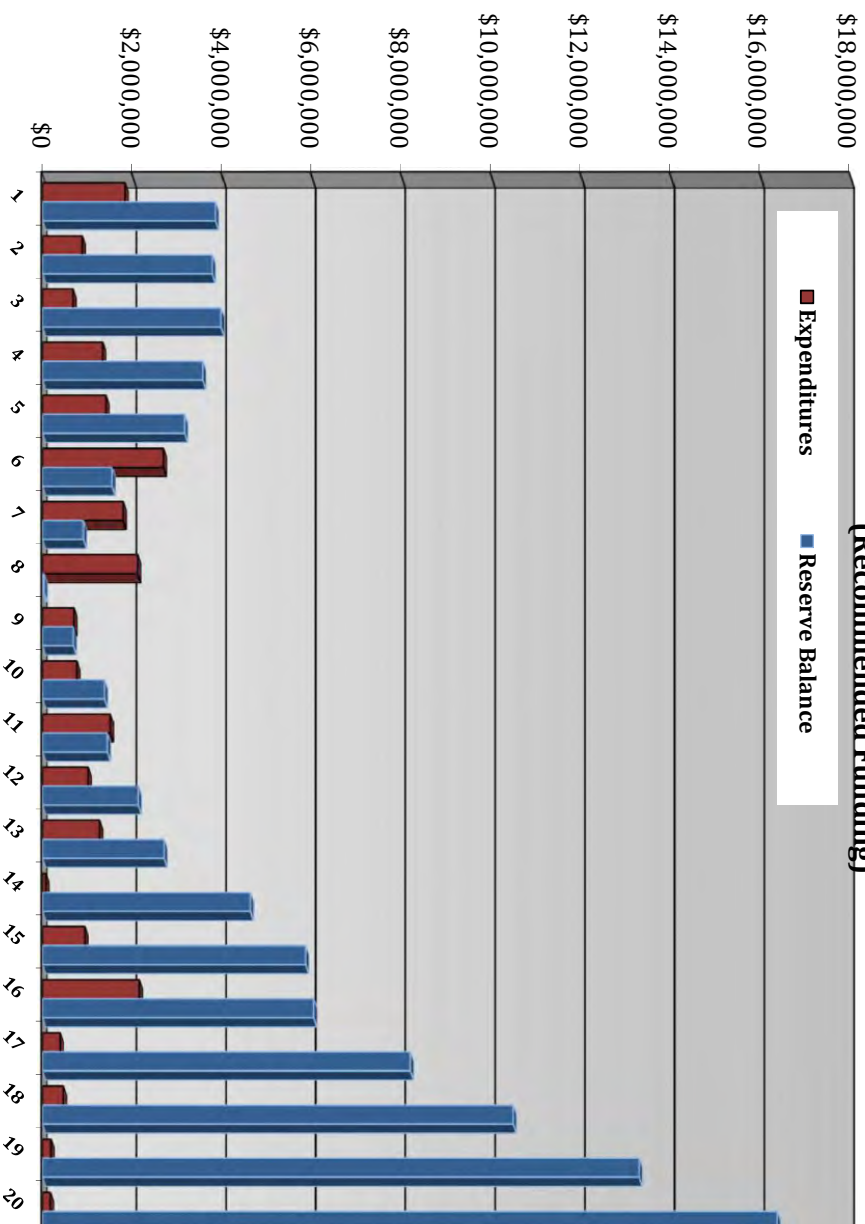
**Cash Flow Summary**  
**Table 4A**  
**(Recommended Funding)**



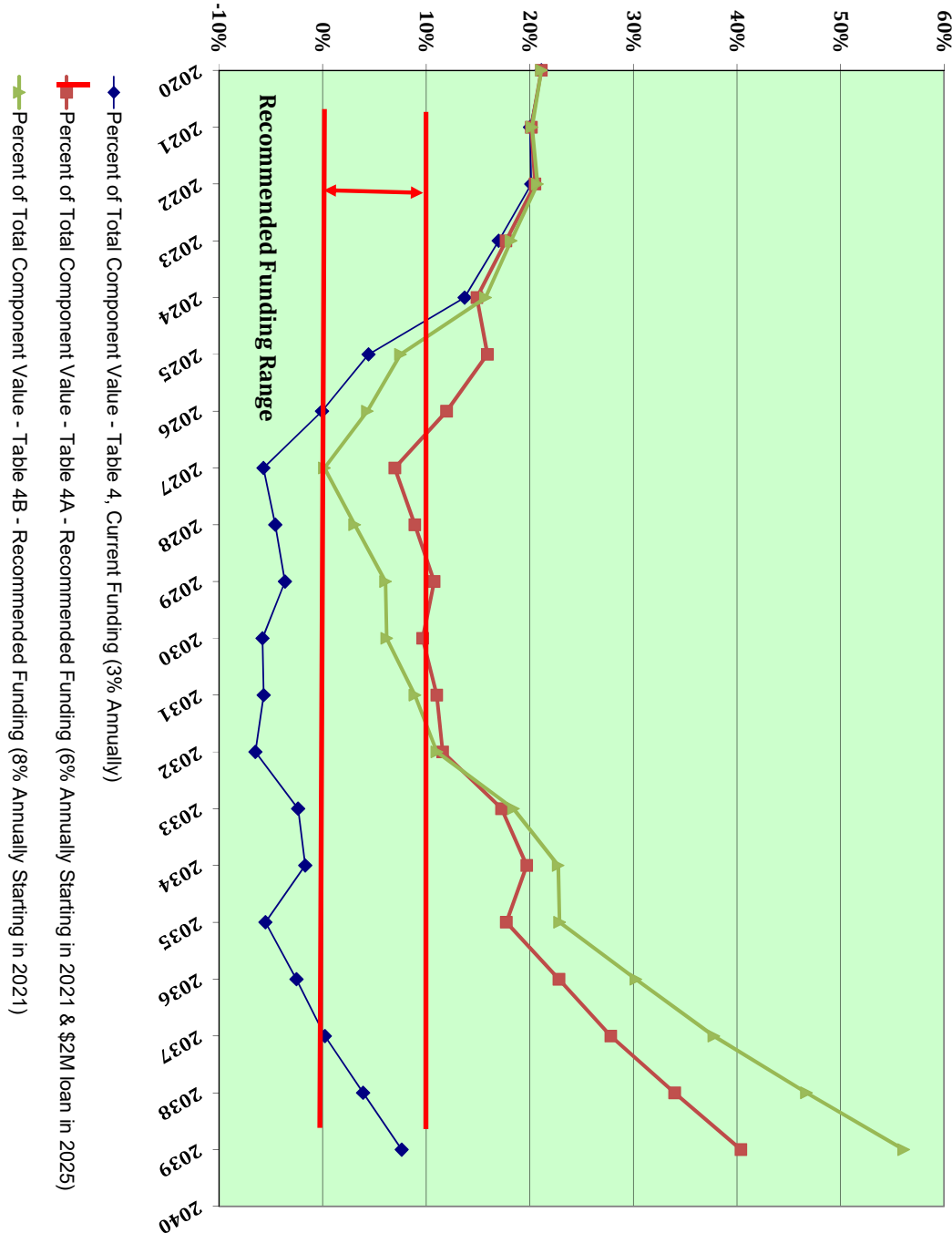
**TABLE 4B**  
**CASH FLOW SUMMARY**  
**Recommended Funding - No Loan**

River Towers Condominiums									
Initial Contribution:			\$729,875		Begin Study Period:			2020	
Projected Annual Increase:			8.0%		End Study Period:			2039	
Beginning Balance			\$4,952,166						
Year	Total Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Component Value	
2020	\$18,265,010	\$4,952,166	\$729,875	\$2,627,208	\$23,295	\$1,846,200	\$3,859,136	21%	
2021	\$18,721,635	\$3,859,136	\$788,265	\$2,006,258	\$22,322	\$882,935	\$3,786,788	20%	
2022	\$19,189,676	\$3,786,788	\$851,326	\$1,785,785	\$23,300	\$680,175	\$3,981,239	21%	
2023	\$19,669,418	\$3,981,239	\$919,432	\$1,523,347	\$19,796	\$1,341,806	\$3,578,661	18%	
2024	\$20,161,153	\$3,578,661	\$992,987	\$1,322,531	\$16,230	\$1,414,647	\$3,173,231	16%	
2025	\$20,665,182	\$3,173,231	\$1,072,426	\$1,057,058	\$3,581	\$2,695,806	\$1,553,432	8%	
2026	\$21,181,812	\$1,553,432	\$1,158,220	\$923,096		\$1,799,728	\$911,923	4%	
2027	\$21,711,357	\$911,923	\$1,250,877	\$813,535		\$2,123,944	\$38,857	0%	
2028	\$22,254,141	\$38,857	\$1,350,948	\$793,148		\$700,582	\$689,223	3%	
2029	\$22,810,495	\$689,223	\$1,459,024	\$776,001		\$765,541	\$1,382,706	6%	
2030	\$23,380,757	\$1,382,706	\$1,575,745	\$778,806		\$1,511,268	\$1,447,184	6%	
2031	\$23,965,276	\$1,447,184	\$1,701,805	\$778,698	\$3,239	\$1,015,293	\$2,136,935	9%	
2032	\$24,564,408	\$2,136,935	\$1,837,949	\$777,837	\$6,501	\$1,270,113	\$2,711,273	11%	
2033	\$25,178,518	\$2,711,273	\$1,984,985	\$779,593	\$19,766	\$75,818	\$4,640,206	18%	
2034	\$25,807,981	\$4,640,206	\$2,143,784	\$794,183	\$27,737	\$941,888	\$5,869,839	23%	
2035	\$26,453,180	\$5,869,839	\$2,315,287	\$772,154	\$27,822	\$2,160,282	\$6,052,666	23%	
2036	\$27,114,510	\$6,052,666	\$2,500,510	\$775,816	\$42,442	\$393,691	\$8,201,928	30%	
2037	\$27,792,373	\$8,201,928	\$2,700,551	\$784,913	\$58,041	\$463,181	\$10,497,338	38%	
2038	\$28,487,182	\$10,497,338	\$2,916,595	\$785,394	\$77,326	\$187,159	\$13,304,100	47%	
2039	\$29,199,362	\$13,304,100	\$3,149,922	\$774,289	\$98,486	\$172,638	\$16,379,870	56%	

**Cash Flow Summary**  
**Table 4B**  
**(Recommended Funding)**



Funding Levels vs. Recommended Range



**APPENDIX E**  
**PHOTOGRAPHS**



**Photo 1:** Typical asphalt parking area



**Photo 2:** Alligator cracks and previously repaired parking stalls at Building 6631



**Photo 3:** Typical property sidewalk





**Photo 4:** Spalled concrete curb and deteriorated paint



**Photo 5:** Concrete pedestrian bridge



**Photo 6:** Concrete vehicle bridge off Wakefield Drive





**Photo 8:** Basketball court and perimeter fence



**Photo 9:** Painted wood kayak rack



**Photo 10:** Community picnic area



**Photo 11:** Concrete masonry unit building adjacent to community picnic area



**Photo 12:** Community garden



**Photo 13:** Community playground



**Photo 14:** Outdoor seating area



**Photo 15:** Deteriorated wood umbrella at outdoor seating area



**Photo 16:** Site sign and landscaping





**Photo 17:** Typical metal railing at building exits



**Photo 18:** Typical dumpster area



**Photo 19:** Outdoor pool overview



**Photo 20:** Picnic area with canopy coverings and concrete pool deck



**Photo 21:** Pool house domestic water heater (gas fired) beginning to show age and wear.



**Photo 22:** Pool house electrical panel that serves local loads and maintenance shed



**Photo 23:** Pool water flow and isolation valves and piping distribution



**Photo 24:** Typical building roof system



**Photo 25:** Building 6621 previous penthouse flashing repairs





**Photo 26:** Typical parapet wall flashing



**Photo 27:** Typical wood patio deck and canopy roof



**Photo 28:** Vegetation growth on wood deck



**Photo 29:** Typical canopy roof and skylights



**Photo 30:** Typical penthouse roof



**Photo 31:** Typical cooling tower enclosure





**Photo 32:** Typical brick masonry façade



**Photo 33:** Typical window and concrete window sill



**Photo 35:** Typical residential balconies



**Photo 36:** Building exterior and balconies overview



**Photo 37:** Typical building entrance



**Photo 38:** Typical steel framed canvas canopy



**Photo 39:** Concrete loading dock with wood ramp



**Photo 40:** Circulation pump for heating hot water, chilled water, and chiller condenser water (Building 6631)



**Photo 41:** Fuel oil pumps for the heating hydronic boilers (Building 6631)





**Photo 42:** Corridor air handler in mechanical room in poor condition (Building 6631)



**Photo 43:** Heating hydronic boilers – dual fuel (Building 6631)



**Photo 44:** Roof exhaust ventilation fans viewed from eastern building edge (Building 6631)



**Photo 45:** Cooling tower view of drift eliminators (Building 6631)



**Photo 46:** Elevator machine room heat pump condensing unit on roof and thru-wall air-conditioners (no longer used on Building 6631)



**Photo 47:** Air handler serving the club room



**Photo 48:** Clutter hazard at electrical equipment due to lack of access and clearance



**Photo 49:** Typical main power panel



**Photo 50:** Typical original distribution panel





**Photo 51:** Typical sidewalk site lighting with a single-head capped stanchion



**Photo 52:** Typical parking lot lighting provided by single and multi-headed pole lights



**Photo 53:** Tube in shell heat exchangers for domestic hot water (Building 6631)



**Photo 54:** Elevator sump pump system  
(Building 6631)



**Photo 55:** Building 6631 Hochiki PE-10SN fire alarm installed in 2014 (typical of the three building systems)



**Photo 56:** Typical trash chute interior





**Photo 57:** Typical exit sign lighting on emergency generator



**Photo 58:** Stair well stand pipe pressurized, at the ready when needed (Building 6641)



**Photo 59:** Typical exterior fire hose standpipe connection and drain near loading dock



**Photo 60:** Typical service elevator closed exterior doors with call panel and notifications



**Photo 61:** Typical service elevator threshold and doors



**Photo 62:** Typical service elevator matted interior and control panel



**Photo 63:** Typical passenger elevator threshold and doors



**Photo 64:** Typical passenger elevator interior and control panels with fire call buttons



**Photo 65:** Typical passenger elevator lighting



**Photo 66:** Typical elevator machine room and elevator motors with cabling



**Photo 67:** Elevator machine room cooled by ductless split system (Building 6631)



**Photo 68:** Elevator control panel installed by Elevator Control Equipment in 2012 (Building 6631)





**Photo 69:** Typical building main lobby entrance



**Photo 70:** Typical mailboxes adjacent to main lobby



**Photo 71:** Typical elevator lobby



**Photo 72:** Typical service hallway



**Photo 73:** Typical laundry room



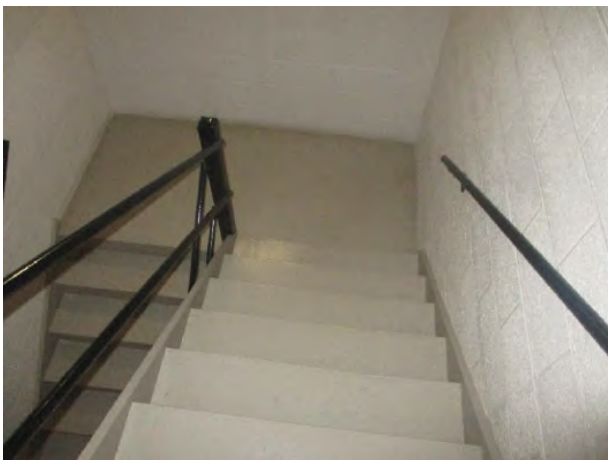
**Photo 74:** Club room



**Photo 75:** Management office



**Photo 76:** Typical residential hallway



**Photo 77:** Typical stairwell



**Photo 78:** Carpet stairwell to interior penthouse and roof patio



**Photo 79:** Ceramic tile interior penthouse area at Building 6641





Insurance



**FirstService**  
RESIDENTIAL





RIVETOW-02

ACORNELL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Preferred Insurance Services, Inc 4035 Ridge Top Road, Suite 150 Fairfax, VA 22030	<b>CONTACT NAME:</b> Certificate Department		
	<b>PHONE (A/C, No, Ext):</b> (703) 667-5940	<b>FAX (A/C, No):</b> (703) 991-4838	
	<b>E-MAIL ADDRESS:</b> certs@preferins.com		
<b>INSURED</b>  River Towers Condominium C/O Firstservice Residential 11351 Random Hills Rd Suite 500 Fairfax, VA 22030	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Greater New York Insurance Companies- Main Carrier Entry		<b>22187</b>
	<b>INSURER B :</b> Erie Insurance Exchange		<b>26271</b>
	<b>INSURER C :</b> Continental Casualty Company		<b>20443</b>
	<b>INSURER D :</b> NOVA Casualty Company		<b>42552</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1119M98790	3/23/2022	3/23/2023	EACH OCCURRENCE \$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
B	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q03-2331231	3/23/2022	3/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			3019U98794	3/23/2022	3/23/2023	EACH OCCURRENCE \$ <b>5,000,000</b>
							AGGREGATE \$ <b>5,000,000</b>
							\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
E.L. EACH ACCIDENT \$							
E.L. DISEASE - EA EMPLOYEE \$							
E.L. DISEASE - POLICY LIMIT \$							
C	<b>Directors &amp; Officers</b>			0251425534	3/23/2022	3/23/2023	<b>Deductible: \$2,500</b>
D	<b>Crime</b>			WIB-CI-10003380-00	3/23/2022	3/23/2023	<b>Deductible: \$25,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate shows coverages currently in force for the above-named insured and is for internal use only. Please contact the agency if a certificate holder needs to be added: Email: certs@preferins.com -- Fax: 703-991-4838 -- Phone: 703-667-5940.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Proof of Insurance</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



AGENCY CUSTOMER ID: RIVETOW-02

ACORNELL

LOC #: 1

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 2

AGENCY <b>Preferred Insurance Services, Inc</b>		NAMED INSURED <b>River Towers Condominium C/O Firstservice Residential 11351 Random Hills Rd Suite 500 Fairfax, VA 22030</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Coverages:****Property:**

Greater New York Insurance Company

Effective: 3/23/22-3/23/223

Policy #: 1119M98790

Building Coverage: \$120,000,000 Replacement Cost with Agreed Value no Co-Insurance Penalty.

Extended Replacement allows for Additional 25% in Building Coverage.

100% Replacement Cost with Agreed Value = No Coinsurance

Property Deductible: \$25,000.

The policy is special form.

Wind/hail is not excluded. Broadened Wind - Wind Driven Rain: Included.

15 Days notice provided by carrier for non-payment of premium, all other 45 days notice provided.

Business Income: \$2,000,000 per building/Actual Loss Sustained for 12 months

---

Single entity - Coverage for unit interior to original plans and specs. EXCLUDES Improvements & Betterments; EXCLUDES Personal Belongings. Master policy property deductible is \$25,000. Unit owner should purchase an HO-6 policy for improvements and personal belongings/liability, etc.

---

**Ordinance/Law:**

Coverage A - Loss to undamaged portion of the building = Building Limit

Coverage B - Demolition Cost = \$6,000,000

Coverage C - Increased Cost of Construction = \$6,000,000

---

Separation of Insureds clause included on package policy #1119M98790 per form CG 00 01 12 07. Waiver of Subrogation/Waiver of Rights of Recovery included on package policy #1119M98790 per form CP 00 17 04 02.

---

Equipment Breakdown and Terrorism included.

---

Water and Sewer Backup: Full Building Backup

---

Earthquake Coverage: \$5,000,000 blanket / Deductible: \$25,000

---

**Location:**

6641, 6631, 6621 Wakefield Dr, Alexandria VA 22307

Number of Units: 525

---

**Flood Policy:****FEMA**

Policy #: 87029688392022

Limit: \$39,735,700

Coverage: 6641 Wakefield Dr.

---

**FEMA**

Policy #: 87029688342022

Limit: \$39,735,700

Coverage: 6631 Wakefield Dr.

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**FEMA**

Policy #: 87029688422022

Limit: \$39,735,700

Coverage: 6621 Wakefield Dr.



AGENCY CUSTOMER ID: RIVETOW-02

ACORNELL

LOC #: 1

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY <b>Preferred Insurance Services, Inc</b>		NAMED INSURED <b>River Towers Condominium C/O Firstservice Residential 11351 Random Hills Rd Suite 500 Fairfax, VA 22030</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

---  
Crime Policy: WIB-CI-10003380-00, Effective 3/23/22-3/23/23 includes Property Manager as additional insured.



Policy Number: 87029688422022

# ASSURANT® American Bankers Insurance Company of Florida

Scottsdale, AZ 85261-4337

Standard Policy Pre-FIRM Subsidized



Type: Renewal

Policy Period: 03/23/2022 03/23/2023

Original New Business Effective Date: 03/23/2007

Reinstatement Date:

Form: RCBAP

For payment status, call: (800) 423-4403

These Declarations are effective

as of: 03/23/2022 at 12:01 AM

040101

## Address Info

**Producer Name and Mailing Address:**

USI INSURANCE SERVICES LLC  
3190 FAIRVIEW PARK DR STE 400  
FALLS CHURCH, VA 22042-4546

**Insured Name and Mailing Address:**

RIVER TOWERS CONDOMINIUM  
6221 Wakefield Drive  
c/o FirstService Residential  
ALEXANDRIA, VA 22307

NFIP Policy Number: 8702968842

Agent/Agency #: 68500-02058-000

Reference #:

Phone #: (703) 205-8722

NAIC Number: 10111

**Processed by:**

Flood Service Center

P.O. Box 8695 Kalispell MT 59904-8695

## Property Info

**Property Location:**

6621 WAKEFIELD DR  
ALEXANDRIA, VA 22307-6876

**Building Description:**

Other Residential  
Three or More Floors  
Elevated With Enclosure  
High Rise  
Main House  
RESIDENTIAL CONDOMINIUM

Primary Residence: N

Premium Payor: Insured

Flood Risk/Rated Zone: AE Current Zone:

Community Number: 51 5525 0137 D

Community Name: FAIRFAX COUNTY \*

Grandfathered: No

Pre-Firm Construction

Program Type: Regular

**Newly Mapped into SFHA:**

Elev Diff: N/A

Elevated Building: Y

Includes Addition(s) and Extension(s)

Replacement Cost: \$36,123,438

Number of Units: 173

## Coverage &amp; Rating

Type	Coverage	Rates	Deduct	Discount	Sub Total	Premium Calculation	
Building:	39,735,700	1.560 / .412	2,000		165,720.00	Premium Subtotal:	166,234.00
Contents:	30,500	1.600 / 2.080	2,000		514.00	Multiplier:	
Contents Location:	Basement or Enclosure and					ICC Premium:	56.00
						CRS Discount:	33,258.00
						Reserve Fund Assmt:	23,946.00
						HFIAA Surcharge:	250.00
						Federal Policy Fee:	2,000.00
						Probation Surcharge:	.00
						Endorsement Amount:	.00
						<b>Total Premium Paid:</b>	159,228.00

Coverage Limitations May Apply. See Your Policy Form for Details.

## Mortgage Info

First Mortgage:

Loss Payee:

Second Mortgage:

Disaster Agency:

Refer to [www.fema.gov/cost-of-flood](http://www.fema.gov/cost-of-flood) for more information about the risk of flooding and how it impacts the cost of flood insurance.



Policy Number: 87029688342022

# ASSURANT® American Bankers Insurance Company of Florida

Scottsdale, AZ 85261-4337



Type: Renewal

Policy Period: 03/23/2022 03/23/2023

Original New Business Effective Date: 03/23/2007

Reinstatement Date:

Form: RCBAP

For payment status, call: (800) 423-4403

These Declarations are effective

as of: 03/23/2022 at 12:01 AM

020101

## Address Info

**Producer Name and Mailing Address:**

USI INSURANCE SERVICES LLC  
3190 FAIRVIEW PARK DR STE 400  
FALLS CHURCH, VA 22042-4546

**Insured Name and Mailing Address:**

RIVER TOWERS CONDOMINIUM  
C/O FIRSTSERVICE RESIDENTIAL  
6621 WAKEFIELD DR  
ALEXANDRIA, VA 22307-6876

NFIP Policy Number: 8702968834

Agent/Agency #: 68500-02058-000

Reference #:

Phone #: (703) 205-8722

NAIC Number: 10111

**Processed by:**

Flood Service Center

P.O. Box 8695 Kalispell MT 59904-8695

## Property Info

**Property Location:**

6631 WAKEFIELD DR  
ALEXANDRIA, VA 22307-6877

**Building Description:**

Other Residential  
Three or More Floors  
Elevated With Enclosure  
High Rise  
Main House  
HIGH-RISE CONDO

Primary Residence: N

Premium Payor: Insured

Flood Risk/Rated Zone: X Current Zone:

Community Number: 51 5525 0320 E

Community Name: FAIRFAX COUNTY \*

Grandfathered: No

Pre-Firm Construction

Program Type: Regular

**Newly Mapped into SFHA:**

Elev Diff: N/A

Elevated Building: Y

Includes Addition(s) and Extension(s)

Replacement Cost: \$36,123,438

Number of Units: 180

## Coverage &amp; Rating

Type	Coverage	Rates	Deduct	Discount	Sub Total	Premium Calculation	
Building:	39,735,700	1.400 / .075	1,250	14	32,107.00	Premium Subtotal:	32,701.00
Contents:	30,500	2.170 / .930	1,250		594.00	Multiplier:	
Contents Location:	Basement or Enclosure and					ICC Premium:	8.00
						CRS Discount:	3,271.00
						Reserve Fund Assmt:	5,299.00
						HFIAA Surcharge:	250.00
						Federal Policy Fee:	2,000.00
						Probation Surcharge:	.00
						Endorsement Amount:	.00
						<b>Total Premium Paid:</b>	<b>36,987.00</b>

Coverage Limitations May Apply. See Your Policy Form for Details.

## Mortgage Info

First Mortgage:

Loss Payee:

Second Mortgage:

Disaster Agency:

Refer to [www.fema.gov/cost-of-flood](http://www.fema.gov/cost-of-flood) for more information about the risk of flooding and how it impacts the cost of flood insurance.





Policy Number: 87029688392022

# ASSURANT® American Bankers Insurance Company of Florida

Scottsdale, AZ 85261-4337



Type: Renewal

Policy Period: 03/23/2022 03/23/2023

Original New Business Effective Date: 03/23/2007

Reinstatement Date:

Form: RCBAP

For payment status, call: (800) 423-4403

These Declarations are effective

as of: 03/23/2022 at 12:01 AM

030101

## Address Info

**Producer Name and Mailing Address:**

USI INSURANCE SERVICES LLC  
3190 FAIRVIEW PARK DR STE 400  
FALLS CHURCH, VA 22042-4546

**Insured Name and Mailing Address:**

RIVER TOWERS CONDOMINIUM  
6221 Wakefield Drive  
c/o FirstService Residential  
ALEXANDRIA, VA 22307

NFIP Policy Number: 8702968839

Agent/Agency #: 68500-02058-000

Reference #:

Phone #: (703) 205-8722

NAIC Number: 10111

**Processed by:**

Flood Service Center

P.O. Box 8695 Kalispell MT 59904-8695

## Property Info

**Property Location:**

6641 WAKEFIELD DR  
ALEXANDRIA, VA 22307-6878

**Building Description:**

Other Residential  
Three or More Floors  
Elevated With Enclosure  
High Rise  
Main House

Primary Residence: N

Premium Payor: Insured

Flood Risk/Rated Zone: X Current Zone:

Community Number: 51 5525 0320 E

Community Name: FAIRFAX COUNTY \*

Grandfathered: No

Pre-Firm Construction

Program Type: Regular

**Newly Mapped into SFHA:**

Elev Diff: N/A

Elevated Building: Y

Includes Addition(s) and Extension(s)

Replacement Cost: \$36,123,438

Number of Units: 172

## Coverage &amp; Rating

Type	Coverage	Rates	Deduct	Discount	Sub Total	Premium Calculation	
Building:	39,735,700	1.400 / .075	1,250	14	32,107.00	Premium Subtotal:	32,701.00
Contents:	30,500	2.170 / .930	1,250		594.00	Multiplier:	
Contents Location:	Basement or Enclosure and					ICC Premium:	8.00
						CRS Discount:	3,271.00
						Reserve Fund Assmt:	5,299.00
						HFIAA Surcharge:	250.00
						Federal Policy Fee:	2,000.00
						Probation Surcharge:	.00
						Endorsement Amount:	.00
						<b>Total Premium Paid:</b>	<b>36,987.00</b>

Coverage Limitations May Apply. See Your Policy Form for Details.

## Mortgage Info

First Mortgage:

Loss Payee:

Second Mortgage:

Disaster Agency:

Refer to [www.fema.gov/cost-of-flood](http://www.fema.gov/cost-of-flood) for more information about the risk of flooding and how it impacts the cost of flood insurance.

Board Minutes

A 3D geometric logo element consisting of a dark gray rectangular prism with a lighter gray top face, positioned diagonally.

**FirstService**  
RESIDENTIAL



**RIVER TOWERS UNIT OWNERS ASSOCIATION**  
**Board of Directors Meeting**  
**Minutes – March 31, 2022**  
**Via Zoom**

**PRESENT:**

Linda Patterson	President
Jennifer Smith	Vice President
Sidney Brown	Secretary
Linda Landers	Treasurer
Christopher Weeks	Director
Katherine Lipovsky	General Manager, First Service Residential
John Termini	Regional Director, First Service Residential

**ABSENT:**

Andrew Hammer	Director
Anthony Cortez	Director

**CALL TO ORDER**

Ms. Patterson called the meeting to order at 7:01 PM.

**OPEN FORUM:**

A resident wished to express concern regarding the following:

- The need for an in-unit service program.
- That the pool open on time.
- That the large exterior planters be utilized.
- Enforcement of the 30lb limit for pets.
- The need for a tree inventory.
- That good examples of condos be provided for realtors doing business in River Towers.
- The need for a community yard sale.
- Request to bring back movie night for residents.

A resident wished to bring to the Board's attention the following issues and provided a written summary of such to each Board member:

- The sandbox on the playground.
- The fire emergency in building 6631.
- The need for trees to be planted.
- The condition of the hallways and stairways.

A resident expressed concern with regard to the quality of the lifeguards at the pool.

A resident commented that the flowers by the community entrance sign were pitiful and asked when the nonfunctioning light in the parking lot would be repaired. Lastly, the resident wished to know whether there is an events chair for River Towers. Ms. Patterson replied that there is.

A resident who has complied with the Board's decision to eliminate boat storage on the property wished to know why there were boats in the lot as well as two tents and a trailer. A request was made by the resident to renew his boat parking lease and to expedite a response to that request.

A resident inquired as to the status of an alleged theft from the garden which had been brought to the Board's attention. Ms. Patterson responded that the Board would consider the issue during executive session. Additionally, the resident complained about the inconvenience of the scheduled building water shut-offs.

A resident wished to thank the Board for the recent insurance renewal information and requested guidance on what to do about constantly running water in the unit adjacent to hers. Ms. Patterson replied that she would speak to management on that issue.

## **APPROVAL OF MINUTES**

The Board reviewed the draft minutes of the meeting held February 24, 2022. It was noted that Ms. Landers's name was misspelled and that Ms. Smith was mistakenly referred to as Janet rather than Jennifer on page 9. Ms. Brown **MOVED** to approve the minutes as corrected. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

## **MATTERS FOR BOARD RATIFICATION**

Ms. Patterson **MOVED** to ratify the Board's unanimous approval of the following actions:

- **Alteration Application RI663109140.** Alteration application unanimously approved by the Board of Directors on February 7, 2022.
- **Alteration Application RI6631021202.** Alteration application unanimously approved by the Board of Directors on February 7, 2022.
- **Insurance.** Insurance renewal as presented by Preferred Insurance approved at a cost not to exceed \$350,000 unanimously approved by the Board of Directors on March 22, 2022.

The motion was **SECONDED** by Mr. Weeks and **PASSED** unanimously.

## **OFFICERS REPORTS**

**President:** Ms. Patterson reported on the following:

- The insulation project work was going fairly smoothly with only a few complaints.
- FEA Engineering has completed its pre-project walk-through.
- The 6641 boiler has been installed and should be functional by April 15<sup>th</sup>.
- The association's insurance policy has been renewed at a significant savings.
- The new correspondence boxes have been recently installed in each building.
- A request was made to update the website with current information.
- The office renovation drawings are being revised.
- The 6631 building fire emergency has prompted the need for a community emergency preparedness plan. Management has been tasked with finding a company to undertake this project. It was also suggested that a standing emergency preparedness committee be established. Management will have legal counsel draft a resolution for this purpose.

**Vice President:** Ms. Smith had nothing to report.

**Treasurer:** Ms. Landers noted that recent collection efforts had been productive.

**Secretary:** Ms. Brown had nothing to report.

## **FINANCIAL REPORT**

It was reported that as of 1/31/22, there is an operating deficit of \$9,808 due to snow removal, emergency landscaping after storm damage, and boiler repairs.

## **COMMITTEES**

### **Ad Hoc Boat Parking Committee**

As the committee has been inactive, Board Liaison Jennifer Smith will attempt to reinvigorate the group.

### **Ad Hoc Package Committee**

Ms. Brown reported that committee is making the following recommendations to improve package delivery service for River Towers residents:

- Replace the existing USPS mailboxes with larger units to accommodate packages.
- Renovate the mailrooms in each of the buildings to serve as package storage.
- Create a handout for residents on how to redirect delivery of items ordered so that they are delivered to the unit door.

## **Grounds & Landscaping**

It was noted that Complete Landscaping is meeting with the committee to determine plans for tree planting and other projects.

## **OLD/UNFINISHED BUSINESS**

### **COMMITTEE UPDATE**

Management noted that there were very few residents who had come forward to volunteer to serve on various committees. Legal counsel is reviewing and revising the existing committee charters. Additional Board Liaisons were appointed as follows:

- Christopher Weeks – Landscaping and Grounds Committee
- Linda Patterson – Covenants Committee

### **IN-UNIT SERVICE PROGRAM**

The Board discussed the general parameters associated with the possibility of reimplementing an in-unit service program at River Towers. Doing so would require additional staffing and costs that would increase pricing significantly and may lead to an increase in assessments as well. There are also the legal considerations of licensing and liability to take into account.

### **6631 CARPET REPAIRS**

The Board reviewed several samples of carpet and requested that management obtain additional samples for the Board to choose from.

## **MATTERS FOR BOARD DECISION**

### **DOOR REPAIRS**

A unit door and two building rooftop chiller doors are in need of replacement. The cost of the unit door is part of the boiler claim and is reimbursable. Ms. Brown **MOVED** to approve the replacement of the doors as submitted by TYL at a not to exceed cost of \$18,000. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

### **6631 FAÇADE REPAIRS**

Flashing repairs are necessary to address exterior leaks in building 6631. Mr. Weeks **MOVED** to approve the repairs as proposed by CWI at a not to exceed cost of \$25,000. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

### **SILT BUILDUP REMOVAL/REPAIRS**

The Board discussed the collapsed drainpipe in the garden area due to silt build-up, for which Complete Landscaping had provided a proposal at a not to exceed cost of \$2,800 to remove the silt and repair the pipe. It was noted that the land may fall under the jurisdiction of either Fairfax County or the National Park Service which may require permission before commencing any work. The Board tasked management with investigating that issue and provided conditional approval of the Complete Landscaping proposal. So **MOVED** by Ms. Landers, the motion was **SECONDED** by Ms. Brown, and **PASSED** unanimously.

### **6631 BOILER REPAIRS**

Mr. Weeks **MOVED** to approve needed repairs to the 6631 building boiler as proposed by Capital Boiler Works at a not to exceed cost of \$4,000. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

## **EXECUTIVE SESSION**

At 8:54 PM, Ms. Smith **MOVED** to adjourn into executive session to discuss covenants and legal matters. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously. At 9:33 PM, Ms.

Landers **MOVED** to reconvene in open session. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

#### **DELINQUENCY MATTERS**

Ms. Landers **MOVED** to approve the recommendations of legal counsel on the following delinquency matters:

- **Firm File 089742.00350** - Accept the owner's proposal to remove acceleration as the account is current. Additionally, the Board can authorize the attorney to remove acceleration in the future on other accounts should the owner make payments so the account is current.
- **Firm File 089742.00303** - Settle the debt with an on-time payment for all debt owed, less the interest, is paid in full.
- **Firm File 089742.00349** - Accept the owner's payment plan proposal of \$1,300 per month until the balance is paid in full, along with reversal of acceleration and a \$280.00 waiver in late fees.

The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

#### **ALTERATION APPLICATION #RI6621020202**

Ms. Smith **MOVED** to approve Architectural Application #RI6621020202. The motion was **SECONDED** by Mr. Weeks and **PASSED** unanimously.

#### **ADJOURNMENT**

Ms. Landers **MOVED** to adjourn the meeting at 9:36 PM. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

Respectfully submitted:

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Suzanne White, Recording Secretary

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Date

**RIVER TOWERS UNIT OWNERS ASSOCIATION**  
**Board of Directors Meeting**  
**Minutes – February 24, 2022**  
**Via Zoom**

**PRESENT:**

Linda Patterson	President
Jennifer Smith	Vice President
Sidney Brown	Secretary
Linda Landers	Treasurer
Andrew Hammer	Director
Anthony Cortez	Director
Christopher Weeks	Director
Katherine Lipovsky	General Manager, First Service Residential
John Termini	Regional Director, First Service Residential

**CALL TO ORDER**

Ms. Patterson called the meeting to order at 7:09 PM.

**OPEN FORUM:**

A resident inquired as to whether the pool would open on schedule for upcoming summer season as opening was delayed for the 2021 season

A resident expressed concern that the official management office COVID protocol is needed for resident information and the issue does not appear on the Board agenda. This resident also felt that it was important for resident packages to be handled properly and that there be an in unit-service program in place.

A resident reported that the new windows in their unit had been improperly installed and also complained that a leak in the living room ceiling remains unresolved. Lastly, it was noted that there was not adequate notice provided for the convector work being done.

**APPROVAL OF MINUTES**

The Board reviewed the draft minutes of the meeting held January 27, 2022. Ms. Patterson **MOVED** to approve the minutes as presented. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

**MATTERS FOR BOARD RATIFICATION**

Ms. Brown **MOVED** to ratify the Board's unanimous approval of the following actions:

- **Election of Officers.** Nominated Sidney Brown as Secretary and Linda Landers as Treasurer unanimously approved by the Board of Directors on January 28, 2022.
- **6631 Boiler Repair.** Replacement of the 6631-blower motor and blower wheel at a cost not to exceed \$5,000 unanimously approved by the Board of Directors on February 7, 2022.
- **6621Tuckpointing Change Order.** Change order for lintel repair to 6621 façade at a time plus materials rate unanimously approved by the Board of Directors on February 18, 2022.

The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

**OFFICERS REPORTS**

**President:** Ms. Patterson reported that the insulation project work would begin on Monday and that notice to residents has been sent out by management. The work is expected to be completed sometime in April.

FEA Engineering will be onsite March 3<sup>rd</sup> for their pre-project visit regarding the 6641 roof and pool shade structure replacements.

FirstService and Cintas have formed a partnership with River Towers able to save approximately \$10,000 a year with its discount offer.



Suggestion pads have been placed in each building so that residents may communicate on common area issues. The existing correspondence boxes will be replaced with something larger. In an effort to encourage residents to use the FirstService Connect portal, there will be a refresher for residents on how to use the system.

**Vice President:** Ms. Smith noted that her birthday is tomorrow.

**Treasurer:** Ms. Landers indicated that she would meet with Ms. Lipovsky and the audit firm to learn more about the River Towers financial position and its procedures.

**Secretary:** Ms. Brown had nothing to report.

## **FINANCIAL REPORT**

Ms. Lipovsky reported that the year-end financial statement for 2021 had been distributed and that there was a \$464,877 operating deficit as of December 31<sup>st</sup>.

## **COMMITTEES**

### **Ad Hoc Package Committee**

Ms. Brown reported that at the February 15<sup>th</sup> meeting, the committee had generated 5-6 options for resident package delivery, which would be discussed and analyzed at the March 2<sup>nd</sup> meeting. The committee intends to meet every two weeks until the March Board meeting at which they will present their recommendations.

## **OLD/UNFINISHED BUSINESS**

### **OFFICE RENOVATION**

Management noted that the cost of the management office renovation project had increased 20%. The Board discussed the project's cost, benefits and priority at some length. Ms. Patterson **MOVED** to **TABLE** the project indefinitely. The motion was **SECONDED** by Mr. Hammer. Upon further discussion, the Board noted several repairs in the office that needed to be made. Ms. Patterson subsequently **WITHDREW** her motion. Ms. Brown **MOVED** to release the MEP engineers to complete their designs and drawings. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

### **IN-UNIT SERVICE PROGRAM**

Ms. Lipovsky reported that a special meeting has been scheduled for March 23<sup>rd</sup> to discuss the future of an in-unit service program at River Towers. Ms. Landers and Mr. Cortez met with the management team to discuss questions and concerns with regard to the challenges and potential liability that such a program would involve.

## **MATTERS FOR BOARD DECISION**

### **6631 CARPET REPAIRS**

Because of the recent work in the lobby of building 6631, the carpet in the lobby and gym areas needs to be replaced. The Board discussed replacing the lobby flooring in all buildings and agreed to proceed with the 6631 building only at this time.

### **FREDDIE FANNIE POLICY CHANGE**

The Board wished to discuss the matter with their legal counsel in executive session prior to making any decision.

### **COMMITTEE UPDATE**

The Board discussed the current River Towers committee structure. Ms. Patterson asked that a call for volunteers notice go out to the membership. Board members volunteered to serve as liaisons for committees as follows:

Andrew Hammer – communications committee  
Sidney Brown – social committee  
Jennifer Smith – ad hoc boat parking committee

Mr. Hammer suggested two additional ad hoc committees, which the Board elected not to move forward with at this time.

#### **EXECUTIVE SESSION**

At 8:43 PM, Ms. Landers **MOVED** to adjourn into executive session to discuss covenants and legal matters. The motion was **SECONDED** by Ms. Brown and **PASSED** unanimously. At 9:51 PM, Ms. Brown **MOVED** to reconvene in open session. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

#### **RESIDENT REQUEST # RI6641060201**

Mr. Hammer **MOVED** to reimburse the unit owner \$500 for expenses related to water damage. The motion was **SECONDED** by Ms. Smith and **PASSED** with Ms. Brown and Mr. Cortez **OPPOSED**.

#### **DELINQUENCY MATTER Firm File 089742.00309**

Ms. Smith **MOVED** to hire a private investigator to pursue the debt. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

#### **DELINQUENCY MATTER Firm File 089742.00302**

Mr. Hammer **MOVED** to approve ordering a title report and begin the foreclosure process. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

#### **ARCHITECTURAL APPLICATION #RI66210213A01**

Ms. Landers **MOVED** to approve Architectural Application #RI66210213A01. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

#### **ADJOURNMENT**

Ms. Landers **MOVED** to adjourn the meeting at 9:55 PM. The motion was **SECONDED** by Ms. Brown and **PASSED** unanimously.

Respectfully submitted,

Suzanne White, Recording Secretary



**RIVER TOWERS UNIT OWNERS ASSOCIATION**  
**Board of Directors Meeting**  
**Minutes – January 27, 2022**  
**Via Zoom**

**PRESENT:**

Linda Patterson	President
Jennifer Smith	Vice President
Sidney Brown	Treasurer
Andrew Hammer	Director
Anthony Cortes	Director
Linda Landers	Director
Christopher Weeks	Director
Katherine Lipovsky	General Manager, First Service Residential
John Termini	Regional Director, First Service Residential

**CALL TO ORDER**

Ms. Smith called the meeting to order at 7:01 PM.

**OPEN FORUM:**

Several residents wished to know when the management office would be open to residents, who makes these types of decisions and what the basis is for the office remaining closed. Ms. Lipovsky stated that whether the office is open or closed is a joint decision of the management company and the Board and based on keeping the staff healthy. One of the residents asked that the issue be placed on the Board agenda for February.

A number of residents inquired about plans to resume the in-unit service program. Management indicated that the Board would discuss the liability associated with such a program with their legal counsel during executive session later in the evening.

Two residents also expressed dissatisfaction with the manner in which the management office staff answers the phone and does not identify themselves. Ms. Lipovsky stated that if the Board wishes the staff to identify themselves when answering calls, she would be happy to implement that policy.

**APPROVAL OF MINUTES**

The Board reviewed the draft minutes of the meetings held November 18, 2021, January 6, January 10 and January 18, 2022. It was noted that in the minutes of January 6<sup>th</sup> that Mr. Hammer is incorrectly identified as Ms. Hammer. It was noted in the January 18<sup>th</sup> minutes that Mr. Cortes' name is misspelled. Ms. Smith **MOVED** to approve the minutes as corrected. The motion was **SECONDED** by Ms. Brown and **PASSED** unanimously.

**MATTERS FOR BOARD RATIFICATION**

Ms. Brown **MOVED** to ratify the Board's unanimous approval of the Architectural Applications #RI6631041402 and #RI6621060601. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

**OFFICERS REPORTS**

**President:** No report given.

**Vice President:** No report given.

**Treasurer:** No report given.

**Secretary:** No report given.

**FINANCIAL REPORT**

Ms. Smith read the current summary appearing in the management report aloud as follows:

FirstService Residential's Financial Analysis and Financial Report for the period ending November 30, 2021, were provided to the Board electronically on January 6, 2022. The December financials are still in preparation, but should be available for the February or March meeting. As a reminder, the year-end financials take some time to prepare as we must wait to close the books and reconcile all 2021 payments. As of November 30, 2021, the association had a Net Operating Deficit of \$398,600. Building repairs related to water damage again carried the largest variances.

## **COMMITTEES**

### **Ad Hoc Package Committee**

Ms. Brown reported that seven residents attended their first meeting and that the committee had discussed their objective to provide a recommendation to the Board on a cost effective, efficient and accessible package delivery system to support the residents of the River Towers community. The next meeting is scheduled for February 15<sup>th</sup>.

## **OLD/UNFINISHED BUSINESS**

### **OFFICE RENOVATION**

There are several newly elected Board members that have not had yet schedule a tour of the office space. It was agreed that a representative from Atelier would be asked to address the Board at 6:30 PM during the February Board meeting. Ms. Smith requested that mockups be included in the presentation. Ms. Lipovsky cautioned the Board that the company would likely charge for the time and work associated with doing this but will make the request and report back to the Board.

### **2022 INITIATIVES**

Ms. Smith provided a brief run through of plans and projects planned for 2022. Ms. Brown requested that the garden area be included in the community landscaping plan. Ms. Lipovsky stated that it is being included.

## **MATTERS FOR BOARD DECISION**

### **COMMON AREA TEMPERATURES**

Ms. Brown **MOVED** to establish the following building common area standard temperatures, plus or minus 2 degrees for heating and cooling season: Heating – 68 degrees, Cooling – 72 degrees. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

### **LOOP SYSTEM PIPES**

Although FEA has not yet delivered the pipe study, FEA recommended moving forward with the insulation and remediation work. Ms. Brown **MOVED** to approve the contract with Fairfax Insulation for insulation repairs at \$450 per unit and to approve the contract with Reston Painting for plasterwork repairs at a cost not to exceed \$95,000.00. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

### **POOL CONTRACT**

For the 2022 pool season, the Board requested a contract for daily pool hours of 10 AM to 8 PM with 2 lifeguards at all times. Ms. Patterson **MOVED** to approve the pool management agreement based on these specifications with Aquasafe for a two-year term. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

### **ROOF REPLACEMENT**

The Board reviewed an agreement submitted by FEA to provide engineering oversight with regard to the building roof replacement project. Ms. Patterson **MOVED** to approve the agreement. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

### **POOL SHADE STRUCTURE/ROOF REPLACEMENT**

The Board reviewed an agreement submitted by FEA to provide engineering oversight with regard to the pool shade structure and roof replacement project. Ms. Smith **MOVED** to approve the agreement. The motion was **SECONDED** by Ms. Patterson and **PASSED** unanimously.

### **TUCK POINTING REPAIRS**

The exterior of building 6631 is in need of repair due to water incursion. Ms. Brown **MOVED** to approve a proposal for repairs as submitted by CWI at a not to exceed cost of \$50,000. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

### **FLOOD INSURANCE RENEWAL**

In renewing the River Towers flood insurance policy, the Board agreed to the option of a \$20,000 deductible as presented by USI Insurance. So **MOVED** by Mr. Hammer, the motion was **SECONDED** by Ms. Patterson and **PASSED** unanimously.

### **FUEL OIL TANK CHANGE ORDERS**

While installing the electronic meters on the fuel tanks, it was discovered that additional work was needed. Ms. Smith **MOVED** to approve the change orders related to the fuel oil tank meter installations to include ball valve and electrical conduit replacement in an amount not to exceed \$12,500.00. The motion was **SECONDED** by Ms. Brown and **PASSED** unanimously.

### **EXECUTIVE SESSION**

At 8:34 PM, Ms. Smith **MOVED** to adjourn into executive session to discuss covenants and legal matters. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously. At 10:00 PM, Ms. Smith **MOVED** to reconvene in open session. The motion was **SECONDED** by Ms. Patterson and **PASSED** unanimously.

### **RESIDENT REQUEST # RI6631050201**

Ms. Smith **MOVED** to grant the request for a dedicated handicapped parking space that is wheelchair accessible. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

### **RESIDENT REQUEST #RI6641021902**

Ms. Smith **MOVED** to grant the reimbursement of plumbing costs in the amount of \$444.00. The motion was **NOT SECONDED** and **FAILED**.

### **WAIVER REQUEST #RI6641021902**

Ms. Smith **MOVED** to grant an additional courtesy late fee waiver. The motion was **NOT SECONDED** and **FAILED**.

### **ARCHITECTURAL APPLICATION #RI6631070702**

Ms. Smith **MOVED** to approve Architectural Application #RI6631070702. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

### **ARCHITECTURAL APPLICATION #RI6621090301**

Ms. Smith **MOVED** to approve Architectural Application #RI6621090301. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

### **ARCHITECTURAL APPLICATION #RI6621050601**

Ms. Smith **MOVED** to approve Architectural Application #RI6621050601. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

### **ELECTION OF OFFICERS**

The Board elected officers as follows:

Linda Patterson – President

Sidney Brown - Treasurer

The Board agreed to leave the position of Secretary vacant at this time.

### **ADJOURNMENT**

Ms. Smith **MOVED** to adjourn the meeting at 10:15PM. The motion was **SECONDED** by Ms. Landers and **PASSED** unanimously.

Respectfully submitted:

Suzanne White, Recording Secretary

**RIVER TOWERS UNIT OWNERS ASSOCIATION**  
**Board of Directors Meeting**  
**Minutes – December 16, 2021**  
**River Towers Community Room**

**PRESENT:**

Jeff Wright	President
Jennifer Smith	Vice President
Linda Patterson	Secretary
Sidney Brown	Director
Andrew Hammer	Director
Mary Jane O'Loughlin	Director
Katherine Lipovsky	General Manager, First Service Residential
John Termini	Regional Director, First Service Residential

**CALL TO ORDER**

Mr. Wright called the meeting to order at 7:00 PM.

**OPEN FORUM:**

A resident inquired as to any update with regard to the package delivery situation and whether there would be a report from the ad hoc package committee. Mr. Wright indicated that there were no updates to be given.

A resident expressed concern with regard to the boiler temperature being set too high and noted that he has reported this at several previous Board meetings.

A resident noted the light pole replacement on the Board agenda and stated that there were new Alexandria guidelines that must be followed with new or replacement light poles.

A resident suggested that perhaps larger mailboxes would help to alleviate overflow mail and that it would be helpful if the entrance to building 6621 were lighted at night.

A resident expressed concern that the suspension of the in-unit service program was detrimental to the community as bathroom shut off valve replacement, snaking drains and repairing unit light switches and outlets are needed.

A resident expressed the opinion that management should research and address Fairfax County lighting ordinances.

The resident who complained about the truck in the parking lot with no River Towers decal apologized, stating that there was a decal on the vehicle. She further inquired about the increase in the storage fee, which Ms. Lipovsky stated had been approved by the Board. She also wanted to know about the required Christmas tree notification. Ms. Lipovsky indicated that the trash hauler needed to know the number of trees that it would be picking up after the holiday. Lastly, she inquired about applying to serve on the ad hoc package committee. Mr. Wright indicated that the Board would accept her application.

**GUEST SPEAKER**

Mr. Robert Turner from Complete Landscaping was in attendance to discuss a long term, phased landscaping plan with the Board.

**APPROVAL OF MINUTES**

The Board reviewed the draft minutes of the meeting held November 18, 2021. Mr. Hammer wished to have his concerns with regard to communications included in the minutes. Although Ms. Lipovsky stated that the minutes serve to record Board actions, the Board agreed to include Mr. Hammer's concerns. Ms. Smith indicated that under Open Forum it should be noted that recreational vehicle parking survey is still open. Further, she requested that with respect to the garden plot damage incident that "from the area" be changed to "from the garden". Mr. Wright **MOVED** to approve the minutes as amended. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.



## **MATTERS FOR BOARD RATIFICATION**

Mr. Wright **MOVED** to ratify the Board's unanimous approval of the agreement with Washington Gas for a six-month price lock. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

## **OFFICERS REPORTS**

**President:** Mr. Wright reported that there was a resident inappropriately dressed in the hallway of building 6631 at approximately 6:00 PM the previous evening and asked that anyone who could identify this individual to please contact the management office. He reminded those present that the last day to register bicycles is December 17<sup>th</sup>. Lastly, he announced that Barbara MacDonald had resigned from the Board and made a call for volunteers to fill the vacancy by December 31<sup>st</sup> so that the Board can make an appointment at the January meeting.

**Vice President:** Ms. Smith indicated that if evicted residents were seen on River Towers property, residents are to call the police on 911.

**Treasurer:** No report given.

**Secretary:** Ms. Patterson had nothing to report.

## **FINANCIAL REPORT**

Mr. Wright noted that the financial report as of 10/31/21 recorded a net operating deficit of \$311,868 most of which is due to unit water damage repairs.

## **COMMITTEES**

There were no committee reports given.

## **OLD/UNFINISHED BUSINESS**

### **RESIDENT HANDBOOK**

The Board reviewed an updated draft based on the Board's comments at their November meeting. The Board had requested two changes, with the Board taking the following actions:

- Mr. Wright **MOVED** to implement an additional fee of \$300 in addition to the standard \$200 for residents wishing to move on a Saturday. The motion was **NOT SECONDED** and **FAILED**. Ms. Smith **AMENDED** the motion to implement an additional fee of \$100 for a Saturday move. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.
- Mr. Wright **MOVED** to revise the dog size limit in the pet policy to a weight of no more than 30lbs. or 17" in height at the shoulder. Ms. Brown **SECONDED** the motion, which **PASSED** unanimously.

### **OFFICE RENOVATION**

The newly elected Board members have not had opportunity to review the office space since the November meeting. Therefore, no further action was taken.

### **2022 INITIATIVES**

The Board discussed the pool shade structure replacement, agreeing that its design should complement that of the community's buildings. Additionally, the Board agreed to move forward with the development of a phased multi-year landscaping plan which will be funded on an annual basis.

## **MATTERS FOR BOARD DECISION**

### **POLE LIGHT REPLACEMENT**

There are two damaged light poles on the property in need of replacement. The cost of one of the light poles will be reimbursed through the insurance claim filed against the resident who caused the damage. Mr. Wright **MOVED** to approve the proposal submitted by FAB Electric to replace the two

light poles at a not to exceed cost of \$11,500. The motion was **SECONDED** by Mr. Hammer and **PASSED** unanimously.

#### **EXECUTIVE SESSION**

At 8:32 PM, Mr. Wright **MOVED** to adjourn into executive session to discuss covenants and legal matters. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously. At 8:52 PM, Mr. Wright **MOVED** to reconvene in open session. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

#### **DELINQUENCY SETTLEMENT**

Mr. Wright **MOVED** to accept the settlement offer as recommended by the attorney in regard to Firm File No: 089742.00327. The motion was **SECONDED** by Ms. Brown and **PASSED** unanimously.

#### **RESIDENT REQUEST #RI663030601**

Mr. Wright **MOVED** to grant a late fee waiver although a courtesy waiver had previously been granted. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

#### **ARCHITECTURAL APPLICATION #RI6621080901**

Mr. Wright **MOVED** to approve Architectural Application#RI6621080901. The motion was **SECONDED** by Ms. O'Loughlin and **PASSED** unanimously.

#### **ARCHITECTURAL APPLICATION #RI6631080302**

Mr. Wright **MOVED** to approve Architectural Application#RI6631080302. The motion was **SECONDED** by Ms. Smith and **PASSED** unanimously.

#### **AD HOC PACKAGE COMMITTEE APPOINTMENTS**

Mr. Wright **MOVED** to appoint Holly Graves-Mahla, Jay Jupiter, Karen Spence, John Kucia and Patti Lardin to serve on the ad hoc package committee. The motion was **SECONDED** by Ms. Patterson and **PASSED** unanimously.

Mr. Hammer requested that all residents be permitted to speak during the Open Forum portion of Board meetings, regardless of ownership status. Mr. Wright expressed concern that this would be in violation of the Virginia Condominium Act. Ms. Lipovsky will consult with legal counsel on the issue and report back to the Board.

#### **ADJOURNMENT**

Mr. Wright **MOVED** to adjourn the meeting at 8:58 PM. The motion was **SECONDED** by Ms. Patterson and **PASSED** unanimously.

Respectfully submitted:

Suzanne White, Recording Secretary



Declaration/CC&Rs



**FirstService**  
RESIDENTIAL



DECLARATION  
RIVER TOWERS CONDOMINIUM

ARTICLE I  
**SUBMISSION; DEFINED TERMS**

Section 1. Submission of Property. The Rebecca Corporation, a Virginia Corporation, and Ralph D. Rocks, owners in fee simple and the First Towers Corporation, Second Towers Corporation, and the Third Towers Corporation, Virginia Corporations, optionees of the land (together referred to as the "Declarant") described in Exhibit A1 annexed hereto, located within Fairfax County Virginia ("Land"), hereby submit the Land, together with all easements, rights and appurtenances thereunto belonging ("Property") to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, known as the Virginia Condominium Act ("Condominium Act") and hereby creates with respect to the Property an expandable, contractible, conversion condominium containing convertible land and space to be known as "River Towers Condominium" ("Condominium").

Section 2. Defined Terms. As provided in Section 55-79.50(a) of the Condominium Act, terms not otherwise defined herein or in the Bylaws attached hereto as Exhibit C, as the same may be amended from time to time ("Bylaws"), or the Plats and Plans, shall have the meanings specified in Section 55-79.41 of the Condominium Act.

ARTICLE II  
**BUILDINGS ON THE LAND, UNIT BOUNDARIES**

Section 1. Number and Location of Building. The location and dimensions of each building on the Land is depicted on Exhibit A1 which is one of the "Plats" attached as Exhibits A-1, A-2, A-3 hereto.

Section 2. Units. The location of Units within each building is shown on the "Plans" attached as Exhibits B-1-A and B-2-A hereto. Attached as Exhibit D hereto is a list of all Units, their Identifying Numbers, location (all as shown more fully on the Plats and Plans), type and the undivided percentage interest of each Unit in the Common Elements, Common Expenses and Common Profits ("Percentage Interest") appurtenant to each Unit determined on the basis of size. The "size" of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions).

As Amended October 20, 1981
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Section 3. Unit Boundaries. The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surf the concrete ceiling slab except where there is a dropped ceiling in which locations the upper boundary shall be the horizontal plane which includes the top side of the plaster-board of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes the outermost surface of the plasterboard of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

(c) The Unit shall include the heating and air-conditioning apparatus within the boundaries of the Unit and those portions of the air-conditioning apparatus extending beyond the boundaries of the Unit. Any portion of a utility system serving more than one Unit (e.g., pipes, conduits, ducts) which is partially within and partially without the Unit, is part of the Common Elements.

Section 4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of River Towers Condominium ("Unit Owners Association").

Section 5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units will be permitted subject to compliance with the provisions in Article V, Section 7 of the Bylaws and in Sections 55-79.69 and 55-79.70 of the Condominium Act.

### ARTICLE III REDESIGNATION AND RESTRICTION OF COMMON ELEMENTS

Section 1. Designation of Reserved Common Elements. The Board of Directors shall have the power in its discretion to: (i) designate from time to time certain Common Elements as "Reserved Common Elements"; (ii) grant reserved rights thereon to the Unit Owners Association and to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

Section 2. Surface Parking Space. There are surface automobile parking areas situated on public and private streets and on private parking lots. Such surface parking spaces on the Property shall be deemed Common Elements and shall be available for the use of Unit Owners on a "first come, first served" basis, except as the Board of Directors may otherwise determine, provided, however, that certain surface parking spaces may be designated as "Reserved Common Elements" and may be permanently assigned for the exclusive use of one or more of the Units. The designation of such spaces may not be modified or withdrawn without the unanimous consent of all members of the Board of Directors. Storage and trash disposal areas in or adjacent to any building shall be Common Elements except such areas, which are within the boundaries of a Unit. During the period of Declarant control, Declarant shall have the right to restrict the use of certain parking spaces for sales purposes.

Section 3. Rental Operation in Convertible Space. The Declarant shall have the right to operate any Convertible Space, as a residential rental project with the existing commercial uses in the Convertible Space designated for conversion into Units to be used for non-residential purposes ("Commercial Units"). Declarant may establish and maintain all offices, signage and other accoutrements normally used in the operation of such rental properties in the sole discretion of Declarant. Declarant may, in its sole discretion, lease portions of the Convertible Space so long as Declarant pays the expenses attributable to such rental operation. Such operations shall be for the benefit of Declarant and neither the Unit Owners Association nor any Unit Owner (other than Declarant) shall have any right or interest in the profits or losses thereof.

#### ARTICLE IV EASEMENTS

In addition to the easements created by Sections 55-79.60 and 55-79.65 of the Condominium Act, the following easements are hereby granted:

Section 1. Easement to Facilitate Sales. All Units shall be subject to an easement in favor of Declarant pursuant to Section 55-79.66 of the Condominium Act. Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit Owners. Declarant reserves the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant.

Section 2. Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(b) Declarant reserves in favor of Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Article V, Section 9 of the Bylaws. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time or not.

(c) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 3. Easement for Use of Recreational Facilities.



(a) Grant of Easement. Each Unit Owner is hereby granted a non-exclusive right and easement of enjoyment in common with other Unit Owners of any recreational facility constituting a portion of the Common Elements of the Condominium.

(b) Extent of Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(1) the right of the Unit Owners Association to charge guests reasonable admission and other fees for the use of the recreational facilities;

(2) the right of the Declarant prior to the termination of the period of Declarant's control to grant and reserve easements and rights-of-way through, under, over and across the recreational facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities; and

(3) the right of the Unit Owners Association to adopt rules and regulations governing the use of the recreational facilities.

(c) Delegation of Use. Each Unit Owner having the right to use and enjoy the recreational facilities may delegate such rights to the members of his family residing on the Land, tenants residing on the Land, employees working in the Commercial Units and to such other Persons as may be permitted by the Unit Owners Association, but such Unit Owner shall be responsible for any damage caused by the Persons to whom such rights are delegated; and provide, however, that if the Unit Owner delegates such rights to Persons other than the members of his family residing on the Land, or employees working in the Commercial Units, then the Unit Owner shall not have such rights during the period of delegation.

(d) Right to Use. Each Person having the right to use the recreational facilities and each Person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a Unit Owner to pay his condominium assessments or to comply with such rules and regulation.

Section 4. Special Parking Space Easement. If necessary, in order to comply with applicable Parking ratio requirements of municipal ordinances, Unit Owners of Commercial Units are hereby granted the non-exclusive right to use any of the surface parking spaces on the Land not otherwise assigned.

## ARTICLE V AMENDMENT TO DECLARATION

No amendment of the Declaration may be made without the prior written approval of the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units ("Mortgagees") where such approval is provided for in Article VIII, Section 5 of the Bylaws or where such approval is required elsewhere in the Condominium Instruments or by the Condominium Act.

ARTICLE VI  
**OPTION TO EXPAND THE CONDOMINIUM**

Section 1. Reservation. Declarant hereby explicitly reserves the option until the seventh anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with Sections 55-79.54(c) and 55-79.63 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation; provided, however, that the Additional Land shall not exceed the area shown on Exhibit A2 hereto. There are no other limitations on the option to expand.

Section 2. Assurances. Declarant makes no assurances as to location of improvements on the Additional Land. Declarant expressly reserves the right to construct up to 50 additional residential units on the Additional Land together with necessary parking facilities and to relocate and reconstruct existing parking facilities. Any building to be constructed on the additional land will be of townhouse or garden type style of construction and will be reasonably compatible in quality and material with the improvements on the Land. Declarant also expressly reserves the right to replace existing Units damaged or destroyed during the period of Declarant's control. At such time as the Condominium is expanded, the maximum number of Units per acre on any portion of the Additional Land added to the condominium will be no more than 20 Units per acre. If all of the Additional Land is added to the Condominium, the maximum number of additional Units shall not exceed 345. Moreover, the maximum number of Units constructed by Declarant in the Condominium shall not exceed 512. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Land that may be occupied by the Units not restricted exclusively to residential use, if such Additional Land is added to the Condominium is seven percent. Declarant expressly reserves the right to create Limited Common Elements on the Additional land and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size, or maximum number of such Common Elements or Limited Common Elements. The allocation of Percentage Interests in the Additional Land shall be computed as required by Section 55-79.56(b) of the Condominium Act on the basis of size. In the event that Declarant shall not add or adds and then subsequently withdraws, any portion of the Additional Land, Declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate the same without restriction, subject to the applicable zoning and other land use regulations of Fairfax County, Virginia.

As Amended October 20, 1981
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ARTICLE VII  
**OPTION TO CONTRACT THE CONDOMINIUM**

Declarant hereby explicitly reserves an option until the seventh anniversary of the recordation of this Declaration to contract the Condominium from time to time in compliance with Sections 55-79.54(d) and 55-79.64 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to contract may be terminated prior to such anniversary only upon the filing of an amendment to the Declaration by the Declarant. Declarant expressly

reserves the right to withdraw any or all portions of the Withdrawable Land at any time, at different times; in any order, without limitation, provide , however, that the Withdrawable Land shall not exceed the area described on Exhibit A-2 hereto. There are no other limitations on the option to contract.

## ARTICLE VIII CONVERTIBLE SPACE

Declarant may designate as Convertible Space, as defined in Section 55-79.41(j), of the Condominium Act, all or any portion of the buildings on the Additional Land when added to the Condominium. The conversion of such Convertible Space shall be made pursuant to Section 55-79.62 of the Condominium Act.

## ARTICLE IX CONVERTIBLE LAND

Section 1.      Reservation. Declarant hereby explicitly designates as Convertible Land, as defined in Section 55-79.41(i) of the Condominium Act, all of the Property which is not at the time submitted as Units. Declarant hereby explicitly reserves an option until the fifth anniversary of the recordation of this Declaration to convert all or any portion of the Convertible Land from time to time in compliance with Section 55-79.61 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to the Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Land at any time, at different times, in any order, without limitation; provided, however, that the Convertible Land shall not exceed the area described on Exhibits A1 hereto. There are no other limitations on the option to convert.

Section 2.      Assurances. .      Assurances. If the Convertible Land is converted, the existing buildings on the Convertible Land will be located approximately as shown on the Plats attached as Exhibit A-1 hereto. At such time as the Convertible Land is completely converted, the maximum number of Units on the Convertible Land as an aggregate will be no more than 512 or 20 Units per acre. The maximum percentage of the aggregate land and floor area of all Units that may be created within the Convertible Land that may be occupied by Units not restricted exclusively to residential use, if such Convertible Land is converted, is seven percent. Any building to be constructed within the Convertible Land will be of a townhouse or garden type style of construction and will be reasonably compatible in quality and materials with the improvements on the Land. Declarant expressly reserves the right to construct up to 50 additional units on the Convertible Land together with necessary parking facilities and to relocate and reconstruct existing parking facilities. Declarant also expressly reserves the exclusive right to determine the location and design of the new Units, new parking spaces and the relocation and reconstruction of existing parking facilities. Declarant expressly reserves the right to create Convertible Space and Limited Common Elements within the Convertible Land and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The type of such elements may be roofs, patios, terraces, electrical and mechanical rooms and systems including heating and cooling apparatus, parking, commercial and recreational facilities, and all other elements which can appropriately be designated as Common Elements or Limited Common Elements. The size of such elements shall not exceed

As Amended October 20, 1981
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the normal size of such improvements and appurtenances; the parking, commercial and recreational facilities, and the electrical and mechanical rooms and systems including heating and cooling apparatus, shall not exceed the normal size necessary to serve the Property. The maximum number of such elements within the Convertible Land as an aggregate is 20,000. The allocation of Percentage Interests in the Convertible Land shall be computed as required by Section 55-79.56(b) of the Condominium Act on the basis of size.

ARTICLE X  
**RIGHT TO LEASE OR SELL UNITS**

The Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant.

ARTICLE XI  
**PRIORITY OF MORTGAGEES**

Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of Mortgagees.

ARTICLE XII  
**NO OBLIGATIONS**

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to renovate, build, construct or provide any buildings except to the extent required by the Condominium Act.

ARTICLE XIII  
**SPECIAL DECLARANT RIGHTS; TRANSFER**

Section 1. Special Declarant Rights. The special Declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Condominium Act and the Condominium Instruments, and shall include but are not limited to the following rights:

- (a) to complete improvements indicated on the Plats and Plans filed with the Declaration; and
- (b) to convert Convertible Land; and
- (c) to add Additional Land;
- (d) to withdraw Withdrawable Land; and

- (e) to convert Convertible Space into two or more Units, Common Elements or into two or more Units and Common Elements; and
- (f) to maintain sales offices; and
- (g) to maintain management offices; and
- (h) to maintain signs advertising the Condominiums and models; and
- (i) to use easements through the Common Elements for the purpose of making improvements within the Condominium or any Convertible or Additional land; and
- (j) to appoint or remove any officer of the Unit Owners Association or Board of Directors during any period of Declarant control.

Section 2. Transfer of Special Declarant Rights.

- (a) No special Declarant rights created or reserved under the Condominium Act or as provided for in the Condominium Instruments may be transferred except by an instrument evidencing the transfer recorded in Fairfax County, Virginia. The instrument is not effective unless executed by the transferor and transferee.
- (b) Upon transfer of any special Declarant rights, the liability of a transferor Declarant is as follows:
  - (1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him by the Condominium Act. Lack of privity does not deprive any unit Owner of standing to bring an action to enforce any obligation of the transferor.
  - (2) If a transferor retains any special Declarant right, or if a successor to any special Declarant right is an affiliate of a Declarant, meaning any person who controls, is controlled by, or is under common control with a Declarant, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant by the Condominium Act or by the Condominium Instruments arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.
  - (3) A transferor who retains no special Declarant right has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a special Declarant right by a successor Declarant who is not an affiliate of the transferor.
- (c) Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust, or sale under Bankruptcy Act or receivership proceedings, of any Units owned by a Declarant in the Condominium, a person acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all special Declarant rights, or only to any rights reserved in the

Condominium Instruments to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the special Declarant rights requested.

(d) Upon foreclosure, sale by a trustee under a deed of trust, or sale under Bankruptcy Act or receivership proceedings, of all Units in a Condominium owned by a Declarant:

(1) the Declarant ceases to have any special Declarant rights, and

(2) the period of Declarant control as provided in the Condominium Act terminates unless the judgment or instrument conveying title provides for transfer of all special Declarant rights to a successor Declarant.

(e) The liabilities and obligations of persons who succeed to special Declarant rights are as follows:

(1) A successor to any special Declarant right who is an affiliate of a Declarant is subject to all obligations and liabilities imposed on any Declarant by the Condominium Act or by the Condominium Instruments.

(2) A successor to any special Declarant right, other than a successor described in paragraphs (3) or (4) of this ARTICLE XIII, Section 2, who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed upon a Declarant by the Condominium Act or the Condominium Instruments, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Declarant or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Declarant.

(3) A successor to only a right reserved in the Condominium Instruments to maintain models, sales offices, and signs, if he is not an affiliate of a Declarant, may not exercise any other special Declarant right, and is not subject to any liability or obligation as a Declarant, except the obligation to provide a public offering statement and any liability arising as a result thereof.

(4) A successor to all special Declarant rights who is not an affiliate of a Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subsection (c), may declare his intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all special Declarant rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Board of Directors in accordance with the provisions of the Condominium Act and the Condominium Instruments for the duration of any period of Declarant control, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special Declarant rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions under Section 55-79.74 of the Condominium Act.

(f) Nothing in this section subjects any successor to a special Declarant right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under this Act or the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 7th day of September, 1979.

THE REBECCA CORPORATION

By: Ralph D. Rocks  
Ralph D. Rocks, President

Ralph D. Rocks  
Ralph D. Rocks

FIRST TOWERS CORPORATION

By: Ralph D. Rocks  
Ralph D. Rocks, President

SECOND TOWERS CORPORATION

By: Ralph D. Rocks  
Ralph D. Rocks, President

THIRD TOWERS CORPORATION

By: Ralph D. Rocks  
Ralph D. Rocks, President

STATE OF VIRGINIA :  
:  
CITY OF ALEXANDRIA : ss

The foregoing instrument was acknowledged before me this 7th day of September, 1979, by Ralph D. Rocks, President of the Rebecca Corporation, a Virginia corporation.

David Mercer  
Notary Public

My Commission Expires: 8/22/83

STATE OF VIRGINIA :  
: ss  
CITY OF ALEXANDRIA :

The foregoing instrument was acknowledged before me this 7th day of September, 1979, by Ralph D. Rocks.

David Mercer  
Notary Public

My Commission Expires: 8/22/83

STATE OF VIRGINIA :  
: ss  
CITY OF ALEXANDRIA :

The foregoing instrument was acknowledged before me this 7th day of September, 1979, by Ralph D. Rocks, President of the First Towers Corporation, a Virginia corporation.

David Mercer  
Notary Public

My Commission Expires: 8/22/83

STATE OF VIRGINIA :  
: ss  
CITY OF ALEXANDRIA :

The foregoing instrument was acknowledged before me this 7th day of September, 1979, by Ralph D. Rocks, President of the Second Towers Corporation, a Virginia corporation.

David Mercer  
Notary Public

My Commission Expires: 8/22/83

STATE OF VIRGINIA :  
: ss  
CITY OF ALEXANDRIA :

The foregoing instrument was acknowledged before me this 7th day of September, 1979, by Ralph D. Rocks, President of the Third Towers Corporation, a Virginia corporation.

David Mercer  
Notary Public

My Commission Expires: 8/22/83



a public offering statement and any liability arising as a result thereof.

(4) A successor to all special Declarant rights who is not an affiliate of a Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subsection (c), may declare his intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all special Declarant rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Board of Directors in accordance with the provisions of the Condominium Act and the Condominium Instruments for the duration of any period of Declarant control, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special Declarant rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions under Section 55-79.74 of the Condominium Act.

(f) Nothing in this section subjects any successor to a special Declarant right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under this Act or the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 7<sup>th</sup> day of September, 1979.

THE REBECCA CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

Ralph D. Rocks  
Ralph D. Rocks

FIRST TOWERS CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

SECOND TOWERS CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

THIRD TOWERS CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

STATE OF VIRGINIA )  
CITY OF ALEXANDRIA ) SS

The foregoing instrument was acknowledged before me this 7<sup>th</sup>  
day of September 1979, by Ralph D. Rocks, President of the  
Rebecca Corporation, a Virginia corporation.

Ralph D. Rocks  
Notary Public

My Commission Expires:

8-22-83

STATE OF VIRGINIA )  
CITY OF ALEXANDRIA ) SS

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day of September 1979, by Ralph D. Rocks.

Ralph D. Rocks  
Notary Public

My Commission Expires:

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STATE OF VIRGINIA )  
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day of September 1979, by Ralph D. Rocks, President of the  
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Ralph D. Rocks  
Notary Public

My Commission Expires:

8-22-83

STATE OF VIRGINIA )  
 ) SS  
CITY OF ALEXANDRIA )

The foregoing instrument was acknowledged before me this 7<sup>th</sup>  
day of September 1979, by Ralph D. Rocks, President of the  
Second Towers Corporation, a Virginia corporation.

  
Notary Public 

My Commission Expires:  
8-22-83

STATE OF VIRGINIA )  
 ) SS  
CITY OF ALEXANDRIA )

The foregoing instrument was acknowledged before me this 7<sup>th</sup>  
day of September 1979, by Ralph D. Rocks, President of the  
Third Towers Corporation, a Virginia corporation.

  
Notary Public 

My Commission Expires:  
8-22-83

Articles of Incorporation



**FirstService**  
RESIDENTIAL



# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, December 23, 2004*

*This is to certify that the certificate of incorporation of*

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION,  
INC.**

*was this day issued and admitted to record in this office and that  
the said corporation is authorized to transact its business subject  
to all Virginia laws applicable to the corporation and its business.  
Effective date: December 23, 2004*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

**ARTICLES OF INCORPORATION  
OF  
RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 10 of Title 13.1 of the Code of Virginia, the undersigned hereby forms a non-stock, not for profit corporation and certifies:

**ARTICLE I**

The name of the corporation is RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II**

The principal office of the Association is located at 6631 Wakefield Drive, Alexandria, Virginia 22307.

**ARTICLE III**

The initial registered office is located at 8133 Leesburg Pike, Ninth Floor, Vienna, Fairfax County, Virginia 22182 and the initial registered agent for the Association shall be Rees, Broome & Diaz, P.C., which is a domestic professional corporation registered and qualified to conduct business in the Commonwealth of Virginia, and whose business office is the same as the registered office herein.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of residential units and to own, improve, maintain and preserve the Common Elements (as defined in the Declaration) within the Condominium subdivision in Fairfax County, Virginia, and to promote the health, safety and welfare of the owners and residents within such property as may come within the jurisdiction of the Association and any additions thereto as may be brought within the jurisdiction of the Association by annexation, as provided for herein, and, for these purposes, shall have the power:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), recorded with the Office of the Clerk of the Circuit Court of Fairfax County, Virginia, in Book 5289, at Page 275, as supplemented and amended;
2. To fix, levy, collect, and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and to pay all expenses including all

licenses, taxes, or governmental charges levied or imposed against the Association or the property of the Association;

3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association, provided that any such conveyance, sale, transfer, lease, or dedication of the Common Elements shall not be in derogation of any requirement of Fairfax County; and

4. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Act of the Commonwealth of Virginia by law may now or hereafter have or exercise.

#### **ARTICLE V** **MEMBERSHIP**

Every Owner (as defined in the Declaration) of a Unit (as defined in the Declaration) which is subject by covenants of record to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership. A Mortgagee in possession of a Unit shall be entitled to exercise the Owner's rights in the Association with regard thereto. No Owner shall have more than one (1) membership in the Association for each Unit owned.

#### **ARTICLE VI** **VOTING RIGHTS**

The Association shall have one class of voting members. In accordance with the Bylaws of the corporation, for purposes of voting, each Unit shall have a vote equal to its appurtenant Percentage Interest in the Condominium Common Elements. The person entitled to cast the vote shall be the Unit Owner. In the event more than one (1) person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

#### **ARTICLE VII** **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a board of directors, who must be members of the Association. The initial number of directors shall be seven (7) which number may be increased or decreased pursuant to the Association's By-Laws. The names of the persons who are to act in the capacity of the initial board of directors and their addresses are as follows:

Denise Davis

6631 Wakefield Drive, #409  
Alexandria, Virginia 22307

David Adams

6631 Wakefield Drive, #209



	Alexandria, Virginia 22307
David Hutchins	6621 Wakefield Drive, #508 Alexandria, Virginia 22307
Deborah Marten	6641 Wakefield Drive, #703 Alexandria, Virginia 22307
Lynn Beissner	6621 Wakefield Drive, #709 Alexandria, Virginia 22307
Marge Rusnak	6631 Wakefield Drive, #306 Alexandria, Virginia 22307
Allison Wiltison	6631 Wakefield Drive, #319 Alexandria, Virginia 22307

Each director is required to serve: (a) for two years in accordance with the Bylaws of the corporation; (b) until he or she resigns; or (c) until he or she is removed. If a member of the board of directors resigns prior to the end of his/her term, that director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

#### **ARTICLE VIII** **LIABILITIES**

The total amount of indebtedness or liability which this Association may have at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, provided that additional indebtedness or liability may be authorized at a duly held meeting at which a quorum of Members is present by the assent of at least two-thirds ( $\frac{2}{3}$ ) of the Members who are eligible to vote and who are voting in person or by proxy, and provided further that this Article shall not be construed to prohibit the Association from acquiring real property subject to encumbrances for the purpose of financing facilities located on the real property so acquired.

#### **ARTICLE IX** **AUTHORITY TO MORTGAGE**

The Association may mortgage any of the Common Elements (as defined in the Declaration) only with the assent of at least two-thirds ( $\frac{2}{3}$ ) of the Members who are eligible to vote and who vote in person or by proxy at a meeting.

#### **ARTICLE X** **AUTHORITY TO DEDICATE**

The Association shall have the power, consistent with the then-existing zoning ordinances of Fairfax County, Virginia (the "County") and the designation of the Common

Elements as "open space," to dedicate or transfer all or any part of the Common Elements to an organization conceived and organized to own and maintain common open space, or, if there is no such organization which will accept such a transfer, then to the County or other appropriate governmental agency, or, if such a transfer is declined, then to another entity in accordance with the laws governing the same, for such purposes and subject to conditions as may be agreed to by the Members. Except in the case of dissolution, any such dedication or transfer shall have the assent of at least two thirds ( $\frac{2}{3}$ ) of the Members entitled to vote and who are voting in person or by proxy at a meeting called for this purpose. The resubdivision or adjustment of the boundary lines of the Common Elements or the granting of easements for public utilities or other purposes consistent with the intended use of the Common Elements by the Association shall not be deemed a transfer within the meaning of this Article.

## **ARTICLE XI** **DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by at least two-thirds ( $\frac{2}{3}$ ) of the votes of the Members.

## **ARTICLE XII** **LIMIT ON LIABILITY AND INDEMNIFICATION**

**Limit on Liability.** In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation, the directors and officers of this Association shall not be personally liable to the Association or its Members.

**Mandatory Indemnification.** Upon request, the Association shall indemnify any individual who is, was, or is threatened to be made, a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association, or of any other legal entity controlled by the Association, against all liabilities and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless the Board of Directors makes a determination that indemnification is not permissible herein or reasonable under the circumstances, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of a legally binding commitment from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. Such legally binding commitment shall be in a form satisfactory to the Board of Directors. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section.

**Miscellaneous.** The rights of each person entitled to indemnification under this Article shall inure to benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification

by legal entities other than the Association, and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

**ARTICLE XII**  
**DURATION**

If not dissolved, the Association shall exist perpetually.

**ARTICLE XIII**  
**AMENDMENTS**

The Members may amend these Articles with the assent of at least seventy-five percent (75%) of the eligible votes of the Members, in accordance with the voting powers set forth in Article VI.

**WITNESS the following signatures and seals of the incorporators this 16 day of November, 2004.**

12/16/04  
Date

12/16/04  
Date

12-16-04  
Date

12-16-04  
Date

12/16/04  
Date

12-16-04  
Date

\_\_\_\_\_  
Date

Denise Davis  
Denise Davis, Incorporator

David Adams  
David Adams, Incorporator

David Hutchins  
David Hutchins, Incorporator

Deborah Marten  
Deborah Marten, Incorporator

Lynn Beissner  
Lynn Beissner, Incorporator

Marge Rusnak  
Marge Rusnak, Incorporator

\_\_\_\_\_  
Allison Wiltison, Incorporator

Bylaws



**FirstService**  
RESIDENTIAL



REF 5289 PAGE 301

Exhibit C  
to the Declaration

BYLAWS  
OF  
RIVER TOWERS CONDOMINIUM  
(Fairfax County, Virginia)

TABLE OF CONTENTS

<u>Article Number</u>	<u>Section Number</u>	<u>Page Number</u>
I	Plan of Unit Ownership	
	1. Applicability.....	1
	2. Compliance.....	1
	3. Office.....	1
	4. Definitions.....	1
II	Unit Owners Association	
	1. Composition.....	1
	2. Annual Meetings.....	1
	3. Place of Meetings.....	2
	4. Special Meetings.....	2
	5. Notice of Meetings.....	2
	6. Adjournment of Meetings.....	2
	7. Order of Business.....	2
	8. Title to Units.....	3
	9. Voting.....	3
	10. Proxies.....	3
	11. Quorum.....	3
	12. Conduct of Meetings.....	3
III	Board of Directors	
	1. Number and Qualification.....	4
	2. Powers and Duties.....	4
	3. Managing Agent.....	6
	4. Election and Term of Office.....	8
	5. Removal or Resignation of Members of the Board of Directors.....	8
	6. Vacancies.....	8
	7. Organization Meeting.....	9
	8. Regular Meetings.....	9
	9. Special Meetings.....	9
	10. Waiver of Notice.....	9
	11. Quorum of Board of Directors.....	9
	12. Fidelity Bonds.....	9
	13. Compensation.....	10
	14. Conduct of Meetings.....	10
	15. Action Without Meeting.....	10
	16. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association.....	10
	17. Common or Interested Directors....	11
	18. Covenants Committee.....	11
IV	Officers	
	1. Designation.....	12
	2. Election of Officers.....	12
	3. Removal of Officers.....	12
	4. President.....	12
	5. Vice President.....	13
	6. Secretary.....	13
	7. Treasurer.....	13
	8. Execution of Documents.....	13
	9. Compensation of Officers.....	13

Article  
NumberSection  
NumberPage  
Number

## V

## Operation of the Property

1. Determination of Common Expenses and Assessments Against Unit Owners.....	13
2. Payment of Common Expenses .....	15
3. Collection of Assessments .....	16
4. Statement of Common Expenses .....	16
5. Maintenance, Repair, Replacement and Other Common Expenses .....	16
6. Additions, Alterations or Improvements by the Board of Directors .....	17
7. Additions, Alterations or Improvements by the Unit Owners .....	17
8. Restrictions on Use of Units; Rules and Regulations .....	18
9. Right of Access .....	20
10. Utility Charges .....	20
11. Parking Spaces .....	20
12. Disclaimer of Bailee Liability...	20

## VI

## Insurance

1. Authority to Purchase .....	21
2. Physical Damage Insurance .....	21
3. Liability Insurance .....	22
4. Other Insurance .....	23
5. Separate Insurance .....	23
6. Insurance Trustee .....	24
7. Board of Directors as Agent .....	24

## VII

## Repair and Reconstruction After Fire or Other Casualty

1. When Repair and Reconstruction are Required .....	24
2. Procedure for Reconstruction and Repair .....	24
3. Disbursements of Construction Funds .....	25
4. When Reconstruction is Not Required .....	26

## VIII

## Mortgages

1. Notice to Board of Directors ....	26
2. Notice of Default, Casualty or Condemnation .....	26
3. Notice of Amendment of Declaration or Bylaws .....	26
4. Notice of Change in Managing Agent .....	27
5. Mortgagees' Approvals .....	27
6. Other Rights of Mortgagees .....	27



<u>Article Number</u>	<u>Section Number</u>	<u>Page Number</u>
IX	Compliance and Default	
	1. Relief .....	27
	2. Lien for Assessments .....	28
	3. Supplemental Enforcement of the Lien .....	29
	4. Subordination and Mortgage Protection .....	29
X	Amendments to Bylaws	
	1. Amendments .....	29
	2. Approval of Mortgagees .....	30
XI	Miscellaneous	
	1. Notices .....	30
	2. Captions .....	30
	3. Gender .....	30
	4. Construction .....	30

Page  
Number

27

28

29

29

29

30

30

30

30

30

BYLAWSARTICLE IPlan of Unit Ownership

Section 1. Applicability. These Bylaws provide for the governance of the Condominium pursuant to the requirements of Article 3 of the Condominium Act. The Property, located in Fairfax County, Virginia, and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation simultaneously herewith of the Declaration among the land records of Fairfax County, Virginia.

Section 2. Compliance. Pursuant to the provisions of Section 55-79.53 of the Condominium Act, every Unit Owner and all those entitled to occupy a Unit shall comply with these Bylaws.

Section 3. Office. The office of the Condominium, the Unit Owners Association, and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 4. Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws are attached as Exhibit C, or if not defined therein, the meanings specified for such terms in Section 55-79.41 of the Condominium Act.

ARTICLE IIUnit Owners Association

Section 1. Composition. The Unit Owners Association shall consist of all of the Unit Owners acting as a group in accordance with the Condominium Act pursuant to the Declaration and these Bylaws. The name of the Unit Owners Association shall be the name of the Condominium followed by the words "Unit Owners Association." For all purposes the Unit Owners Association shall act merely as an agent for the Unit Owners as a group. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Unit Owners Association by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by the vote of the Unit Owners Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2. Annual Meetings. The annual meetings of the Unit Owners Association shall be held on the fifteenth day of October of each year (or seventy-five days before the beginning of the fiscal year), unless such date shall occur on a Saturday or Sunday or holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 4 of Article III of these Bylaws. So long

as the Declarant shall own Units representing more than twenty-five percent of the aggregate Percentage Interests (but in no event after the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act), the Declarant shall be entitled to designate the members of the Board of Directors.

Section 3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Unit Owners Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 4. Special Meetings. (a) The President shall call a special meeting of the Unit Owners Association if so directed by resolution of the Board of Directors or, after the termination of the period of Declarant control, upon a petition signed and presented to the Secretary by Unit Owners of not less than twenty-five percent of the aggregate Percentage Interests. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than the earlier of (i) the day after deeds of conveyance of Units representing seventy-five percent or more of the aggregate Percentage Interests shall have been delivered to Unit Owners by the Declarant or (ii) the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act, a special meeting of the Unit Owners Association shall be held at which all of the members of the Board of Directors designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Board of Directors to act in the place and stead of those resigning.

Section 5. Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of each annual or regularly-scheduled meeting of the Unit Owners at least twenty-one but not more than thirty days, and of each special meeting of the Unit Owners at least seven but not more than thirty days, prior to such meeting, stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section and Section 1 of Article XI of the Bylaws shall be considered service of notice.

Section 6. Adjournment of Meetings. If at any meeting of the Unit Owners Association a quorum is not present, Unit Owners of a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Unit Owners Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.

- (f) Reports of committees.
- (g) Election or appointment of inspectors of election (when so required).
- (h) Election of members of the Board of Directors (when so required).
- (i) Unfinished business.
- (j) New business.

**Section 8. Title to Units.** Title to a Unit may be taken in the name of one or more Persons, in any manner permitted by law. The Unit Owners Association may acquire, hold and transfer full legal title to one or more Condominium Units in the Condominium in its own name.

**Section 9. Voting.** Voting at all meetings of the Unit Owners Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 55-79.77(c) of the Condominium Act. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of Section 55-79.72 of the Condominium Act, wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association. Except where a greater number is required by the Condominium Act, the Declaration or these Bylaws, the owners of more than fifty percent of the aggregate Percentage Interests in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("Majority of the Unit Owners") is required to adopt decisions at any meeting of the Unit Owners Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Unit or Units are entitled. No Unit Owner may vote at any meeting of the Unit Owners Association or be elected to or serve on the Board of Directors if the Unit Owners Association has determined in accordance with the provisions of the Condominium Instruments that the Unit Owner is in default in the performance of any obligation under the Condominium Instruments which is not cured at the time of such meeting or election.

**Section 10. Proxies.** The votes appertaining to any unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the unit owner, or, in cases where the unit owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the unit owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be

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revocable without notice as aforesaid, or if the signatures of any of those executing the same has not been duly acknowledged. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

Section 11. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of twenty-five percent or more of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Unit Owners Association.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Unit Owners Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Unit Owners Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Unit Owners Association when not in conflict with the Declaration, these Bylaws or the Condominium Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

### ARTICLE III

#### Board of Directors

Section 1. Number and Qualification. The affairs of the Unit Owners Association shall be governed by a Board of Directors. Until deeds of conveyance representing more than seventy-five percent of the aggregate Percentage Interests shall have been delivered to Unit Owners by the Declarant, the Board of Directors shall consist of such persons as may be designated by the Declarant; provided, however, that the foregoing power of designation shall not extend beyond the maximum time permitted by Section 55-79.74(a) of the Condominium Act. The Board of Directors shall be composed of seven persons, at least one of whom shall be the Unit Owner of a Commercial Unit, and all of whom shall be Unit Owners or spouses of Unit Owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant; provided, however, that, anything in these Bylaws to the contrary notwithstanding, so long as the Declarant owns Units representing twenty-five percent or more of the aggregate Percentage Interests (but in no event after the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act) the Board of Directors shall consist of at least five members, all of whom shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as may be so designated, and to designate their successors. The time limit on the period of Declarant's control shall commence upon settlement of the first Unit to be sold in any portion of the Condominium.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however,

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that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration or these Bylaws. The Board of Directors shall delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 3 of this Article), if any, which may arise between meetings of the Board of Directors as the Board of Directors deems appropriate. In addition to the duties imposed by these Bylaws or by any resolution of the Unit Owners Association that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

(a) Prepare and adopt an annual budget, in which there shall be exercised the assessments of each Unit Owner for the Common Expenses.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.

(d) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.

(e) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.

(f) Make and amend the Rules and Regulations.

(g) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.

(h) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(i) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding, and notify the Unit Owners of any litigation against the Unit Owners Association involving a claim in excess of ten percent of the amount of the annual budget.

(j) Obtain and carry insurance against casualties and liabilities, as provided in Article VI of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(k) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to Unit Owners of individual Units or otherwise provided for in Article V, Sections 1 and 2 of these Bylaws.

(l) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. Such books and vouchers accrediting the entries thereupon shall be available for examination by the Unit Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Unit Owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once each year by an independent accountant retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner. The cost of such audit shall be a Common Expense.

(m) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, in the event such default continues for a period exceeding thirty days.

(n) Borrow money on behalf of the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Elements; provided, however, that the consent of at least two-thirds in number and in Percentage Interest of all Unit Owners, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to borrow any sum in excess of Ten Thousand Dollars. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this paragraph (n) is not repaid by the Unit Owners Association, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his Percentage Interest in the Condominium shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit, and the Unit Owners Association shall not be entitled to assess his Unit for payment of the remaining amount due such creditor.

(o) Acquire, hold and dispose of Condominium Units and mortgage the same if such expenditures and hypothecations are included in the budget adopted by the Unit Owners Association.

(p) In its sole discretion, designate from time to time certain Common Elements as "Reserved Common Elements" and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(q) Furnish the statement required by Section 55-79.97 of the Condominium Act, within ten days after the receipt of a written request therefor from any Unit Owner substantially in the form set forth on Exhibit A to these Bylaws and designated "Certificate for Resale."

(r) Do such other things and acts not inconsistent with the Condominium Act, the Declaration or these Bylaws which the Board of Directors may be authorized to do by a resolution of the Unit Owners Association.

**Section 3. Managing Agent.** The Board of Directors shall employ for the Condominium a "Managing Agent" at a compensation to be established by the Board of Directors.

(a) **Requirements.** The Managing Agent shall be a bona fide business enterprise, unaffiliated with the Declarant, which manages common interest residential communities. Such firm shall have a minimum of two years experience in real estate community management and shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Condominium. The Managing Agent must be able to advise the Board of Directors regarding the administrative operation of the Condominium and shall employ personnel expert in the areas of condominium insurance, accounting, contract negotiation, labor relations and condominium regulation.

(b) **Duties.** The Managing Agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in paragraphs (a), (c), (d), (e), (h), (i), (j), (k), (l), (m), (q) and (r) of Section 2 of this Article III. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (n), (o) and (p) of Section 2 of this Article III. The Managing Agent shall perform the obligations, duties and services relating to the management of the property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(c) **Standards.** The Board of Directors shall impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:

- (1) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to more than one but less than all Unit Owners shall be accounted for separately;
- (2) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;
- (3) cash accounts of the Unit Owners Association shall not be commingled with any other accounts;
- (4) no remuneration shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Unit Owners Association whether in the form of commissions, finders fees, service fees or otherwise; any discounts received shall benefit the Unit Owners Association;
- (5) any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Unit Owners Association shall be disclosed promptly to the Board of Directors; and
- (6) a monthly financial report shall be prepared for the Unit Owners Association containing:



(A) an Income Statement reflecting all income and expense activity for the preceding month on an accrual basis;

(B) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding month on a cash basis;

(C) an Account Status Report reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(D) A Balance Sheet reflecting the financial condition of the Unit Owners Association on an unaudited basis;

(E) a Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

(F) a Delinquency Report listing all Unit Owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments.

(d) Limitations. Subject to the provisions of Section 55-79.74(b) of the Condominium Act, during the period when persons designated by the Declarant constitute a majority of the Board of Directors, the Board of Directors may employ a Managing Agent for a term not to exceed one year. The Unit Owners Association and the Board of Directors shall not undertake "self-management" or fail to employ a Managing Agent without the consent of a Majority of the Unit Owners and the consent of Mortgagees together holding seventy-five percent of the Mortgages on the Condominium Units. Any contract with the Managing Agent must provide that it may be terminated without cause on no more than ninety days written notice and with cause on no more than thirty days written notice; the term of any such contract may not exceed one year.

#### Section 4. Election and Term of Office.

(a) At the first annual meeting of the Unit Owners Association, the term of office of two members of the Board of Directors shall be fixed at three years, the term of office of two members of the Board of Directors shall be fixed at two years and the term of office of the remaining members of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the initial Board of Directors, a successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners Association.

(b) Persons qualified to be members of the Board of Directors may be nominated for election only as follows:

(1) Any Unit Owner may submit to the Secretary at least thirty days before the meeting at which the election is to be held a nominating petition signed by Unit Owners representing at least twenty Units, a statement that the person nominated is willing to serve on the Board of Directors and a biographical sketch of the nominee. The

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Secretary shall mail or hand-deliver the submitted items to  
every Unit Owner along with the notice of such meeting; or

(2) Nominations may be submitted from the  
floor at the meeting at which the election is held for each  
vacancy on the Board of Directors for which no more than one  
person has been nominated by petition.

**Section 5. Removal or Resignation of Members of the Board of Directors.** Except with respect to directors design-  
ated by Declarant, at any regular or special meeting duly  
called, any one or more of the members of the Board of  
Directors may be removed with or without cause by a Majority  
of the Unit Owners and a successor may then and there be  
elected to fill the vacancy thus created. Any director  
whose removal has been proposed by the Unit Owners shall be  
given at least seven days notice of the time, place and  
purpose of the meeting and shall be given an opportunity to  
be heard at the meeting. A member of the Board of Directors  
may resign at any time and shall be deemed to have resigned  
upon disposition of his Unit as provided for officers in  
section 55-79.78(a) of the Condominium Act, or if not in  
attendance at three consecutive regular meetings of the  
Board, unless the minutes reflect consent to such absence.

**Section 6. Vacancies.** Vacancies in the Board of  
Directors caused by any reason other than the removal of a  
director by a vote of the Unit Owners Association shall be  
filled by a vote of a majority of the remaining Directors at  
a special meeting of the Board of Directors held for such  
purpose promptly after the occurrence of any such vacancy,  
even though the directors present at such meeting may con-  
stitute less than a quorum. Each person so elected shall be  
a member of the Board of Directors for the remainder of the  
term of the member being replaced and until a successor  
shall be elected at the next annual meeting of the Unit  
Owners Association. Notwithstanding anything to the con-  
trary in this Section or in the preceding Section 5, so long  
as the Declarant owns twenty-five percent or more of the  
aggregate Percentage Interests, (but in no event after the  
expiration of the maximum time permitted by Section 55-  
79.74(a) of the Condominium Act) the Declarant shall desig-  
nate the successor to any resigned or removed member pre-  
viously designated by the Declarant.

**Section 7. Organization Meeting.** The first meeting of  
the Board of Directors following the annual meeting of the  
Unit Owners Association shall be held within thirty days  
thereafter at such time and place as shall be fixed by the  
Unit Owners Association at the meeting at which such Board  
of Directors shall have been elected, and no notice shall be  
necessary to the newly elected members of the Board of  
Directors in order legally to constitute such meeting,  
providing a majority of the whole Board of Directors shall  
be present thereat.

**Section 8. Regular Meetings.** Regular meetings of the  
Board of Directors may be held at such time and place as  
shall be determined from time to time by a majority of the  
directors, but such meetings shall be held at least once  
every four months during each fiscal year. Notice of regu-  
lar meetings of the Board of Directors shall be given to  
each director, by mail or telegraph, at least three business  
days prior to the day named for such meeting.

**Section 9. Special Meetings.** Special meetings of the  
Board of Directors may be called by the President on three  
business days notice to each director, given by mail or

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telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

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Section 10. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

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Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. As required by Article VI Section 4(a) hereof, there shall be obtained fidelity bond in an amount not less than one-half the total annual condominium assessments for the year (in such form and such greater amounts as may be required by the Mortgagees) for all officers, directors and employees of the Unit Owners Association, including without limitation the Managing Agent, handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common Expense.

Section 13. Compensation. No director shall receive any compensation from the Condominium for acting as such.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Condominium Act.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 16. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association. (a) The officers, members of the Board of Directors and members of the Covenants Committee shall not be liable to the Unit Owners Association or any Unit Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners Association shall indemnify and hold harmless each of the

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officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Unit Owners Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Act, the Declaration or these Bylaws, except to the extent that such liability is satisfied by directors and officers liability insurance. Officers and members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners Association. The liability of any Unit Owner arising out of any contract made by the officers or Board of Directors, or out of the aforesaid indemnity in favor of the members of the Board of Directors or officers, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a Percentage Interest therein or for liabilities incurred by the Unit Owners Association, shall be limited to the total liability multiplied by his Percentage Interest. Every agreement made by the officers, the Board of Directors or the Managing Agent on behalf of the Unit Owners Association shall, if obtainable, provide that the officers, the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners' Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Percentage Interest. The Unit Owners Association shall indemnify and hold harmless each of the members of the Covenants Committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Condominium Act, the Declaration or these Bylaws.

(b) The Unit Owners Association shall not be liable for any failure of water supply or other services to be obtained by the Unit Owners Association or paid for as a Common Expense, or for injury or damage to Person or property caused by the elements or by the Unit Owner of any Condominium Unit, or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Unit Owners Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Unit Owners Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 17. Common or Interested Directors. Each member of the Board of Directors shall exercise his powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Unit Owners Association and any of its directors, or between the Unit Owners Association and any corporation, firm or association (including the Declarant) in which any of the directors of the Unit Owners Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such director is present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such

purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to at least a Majority of the Unit Owners, and the Unit Owners approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Unit Owners Association at the time it is authorized, ratified, approved or executed.

Any common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if such director were not such director or officer of such Unit Owners Association or not so interested.

Section 18. Covenants Committee.

(a) Purpose. The Board of Directors shall establish a Covenants Committee, consisting of three members appointed by the Board of Directors, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the esthetic or property values of the Condominium;
- (3) furthering the comfort of the Unit Owners, their guests and tenants; and
- (4) promoting the general welfare and safety of the Condominium community.

(b) Powers. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Condominium Instruments, the Rules and Regulations or resolutions of the Board of Directors (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Condominium Instruments, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board of Directors to have standing as an aggrieved party and a vote of a quorum of the Board of Directors may modify or reverse any such action, ruling or decision.

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(c) Authority. The Covenants Committee shall have such additional duties, power and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a quorum thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board of Directors.

(d) Commercial Units. The Covenants Committee shall not exercise its powers and authority to interfere with the reasonable conduct of business in the Commercial Units. Reasonable signs, modifications, alterations and changes of use by Unit Owners of Commercial Units which are needed for the proper conduct of business shall be permitted.

#### ARTICLE IV

##### Officers

Section 1. Designation. The principal officers of the Unit Owners Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be residents of the Condominium and members of the Board of Directors. Any other officers may, but need not, be Unit Owners or members of the Board of Directors.

Section 2. Election of Officers. The officers of the Unit Owners Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors, called for such purpose.

Section 4. President. The President shall: be the chief executive officer of the Unit Owners Association; preside at all meetings of the Unit Owners Association and of the Board of Directors; and have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Virginia Stock Corporation Act including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Unit Owners Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from

time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered; and, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Virginia Stock Corporation Act.

Section 7. Treasurer. The Treasurer shall have the responsibility for Unit Owners Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, the Unit Owners Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Virginia Stock Corporation Act.

Section 8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners Association for expenditures or obligations in excess of Two Thousand Dollars, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors. All such instruments for expenditures or obligations of Two Thousand Dollars or less, except from reserve accounts, may be executed by any one person designated by the Board of Directors.

Section 9. Compensation of Officers. No officer who is also a director shall receive any compensation from the Unit Owners Association for acting as such officer.

## ARTICLE V

### Operation of the Property

Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(1) On or before the fifteenth day of September of each year (or one hundred and five days before the beginning of the fiscal year), the Board of Directors shall adopt a budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Board of Directors to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by

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Board of Directors

shall keep the Association and its books and records; maintain a list of all notices to be delivered; and identify the person or persons organized under

shall have the funds and securities of the Association and accurate records of all receipts of all required deposits of all monies of the Board or the Managing Agent to time be in general, per order of treasurer of a Florida Stock Corpora-

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on the first day of September or any day before the first day of September the Board of Directors shall cause to be prepared a budget containing necessary to pay for the operation, repair and maintenance of the parts of the Association and the cost of the common expenses and supplies and common Expenses by

the Condominium Act, the Declaration, these Bylaws or a resolution of the Unit Owners Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall reflect the separate assessment of certain expenses more than one but less than all of the Condominium Units ("Limited Common Expenses") generally in accordance with the use of the services, as permitted by Section 55-79.83(b), and the assessment of certain expenses relating to Residential Units only, as set forth in subsection (h) below.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. On or before the next succeeding first day of November (or sixty days before the beginning of the fiscal year), the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Unit Owners Association.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 1(a) of Article IX hereof, the total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Percentage Interest, except for Limited Common Expenses which shall be assessed against each Unit Owner benefited in proportion to the relative Percentage Interest of such Units inter se, and except for Residential Units only, which shall be assessed against the Residential Units benefited in proportion to the relative Residential Only Share of such Residential Units, inter se, as provided in subsection (h) below, and shall be a lien against each Unit Owner's Unit as provided in Article IX, Section 2 of these Bylaws. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors), one-twelfth of such assessment. Within ninety days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners and to each Mortgagee an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors, either be placed in a special account to be expended solely for the general welfare of the Unit Owners or be credited according to each Unit Owner's Percentage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six equal monthly installments, as the Board of Directors may determine.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Reserves for



items serving Units other than Commercial Units and reserves for items serving only Commercial Units shall be maintained for and funded solely by (as a Limited Common Expense) the Units served by such items. Such reserves shall be maintained and funded separately from reserves for items serving all Units. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interests, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten days after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth in the preceding paragraph (c) of this Section.

(e) Initial Capital Payment. (i) Upon taking office, the first Board of Directors elected or designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as provided in paragraph (c) of this Section.

(ii) The Declarant, as the agent of the Board of Directors, will collect from each initial purchaser at the time of settlement an "initial capital payment" equivalent to twice the estimated monthly assessment for Common Expenses for such purchaser's Unit. The Declarant will deliver the funds so collected to the Board of Directors to provide the necessary working capital for the Unit Owners Association. Such funds may be used for certain prepaid items, organizational equipment and supply costs and for such other purposes as the Board of Directors may determine.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

(g) Accounts. All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund, held separately for residential Units and Commercial Units, or held for each Unit Owner in accordance with his Percentage Interest.

(h) Expenses Payable by Residential Unit Owners Only. Pursuant to subsection (c) above, certain expenses and

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reserves benefiting Residential Units only shall be assessed against Residential Units only. Such expenses and reserves shall include without limitation the following expenses and reserves and such other expenses and reserves as the Board of Directors may from time to time determine by unanimous vote: telephone door answering service, janitorial supplies, fuel oil, electricity, natural gas, washers and dryers, water treatment, elevators, master television antenna system and central heating, air conditioning and ventilating system.

Such expenses shall be assessed against each Unit Owner of a Residential Unit in proportion to his Residential Only Share, reflecting the relationship which the Percentage Interest of each Residential Unit bears to the Percentage Interest of all other Residential Units, set forth in Exhibit D to the Declaration.

Section 2. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses, including Limited Common Expenses, assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five days following a written request therefor to the Board of Directors or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each Mortgagee who comes into possession of a Condominium Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Mortgagee comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Condominium Units including the mortgaged Condominium Unit.

Section 3. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment, or installment thereof, not paid within five days after due shall accrue a late charge in the amount of Ten Dollars, or such other amount as may be established from time to time by the Board of Directors.

Section 4. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board of Directors may

impose a reasonable charge for the preparation of such statement to cover the cost of preparation to the extent permitted by the Condominium Act.

Section 5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Board of Directors. The Board of Directors shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than sixty percent of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements) as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense, provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining Common Elements which the Board of Directors pursuant to the Rules and Regulations has given him permission to utilize, including without limitation the items enumerated in subsection (b) hereof.

(b) By the Unit Owner.

(1) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Board of Directors is responsible.

(2) The Unit Owner of any Unit to which a Limited Common Element balcony or patio is appurtenant shall perform the normal maintenance for such Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All structural repair or replacement shall be made by the Board of Directors as a Common Expense, as provided in subsection (a) above.

(3) Any Unit Owner permitted by the Board of Directors to use a specific portion of the Common Elements for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subsections (a) and (b) above, specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as Exhibit B hereto.

(d) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all

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Section 6. Additions, Alterations or Improvements by  
Board of Directors. Except during the period of Declarant  
control, whenever in the judgment of the Board of Directors  
the Common Elements shall require additions, alterations or  
improvements costing in excess of Ten Thousand Dollars during  
any period of twelve consecutive months, the making of such  
additions, alterations or improvements shall be approved by a  
majority of the Unit Owners, and the Board of Directors shall  
proceed with such additions, alterations or improvements and  
shall assess all Unit Owners benefited for the cost thereof as  
a Common Expense (or Limited Common Expense). Any additions,  
alterations or improvements costing Ten Thousand Dollars or  
less during any period of twelve consecutive months may be  
made by the Board of Directors without approval of the Unit  
Owners and the cost thereof shall constitute a Common Expense  
or Limited Common Expense, depending on the nature of the  
additions, alterations or improvements. The Ten Thousand  
Dollar limitation shall be increased annually by the percen-  
tage equal to the percentage increase in the annual budget of  
the Condominium. Notwithstanding the foregoing, if, in the  
opinion of not less than eighty percent of the members of the  
Board of Directors, such additions, alterations or improve-  
ments are exclusively or substantially exclusively for the  
benefit of the Unit Owner or Unit Owners requesting the same,  
such requesting Unit Owners shall be assessed therefor in such  
proportion as they jointly approve or, if they are unable to  
agree thereon, in such proportions as may be determined by the  
Board of Directors.

Section 7. Additions, Alterations or Improvements by  
the Unit Owners. No Unit Owner shall make any structural  
addition, alteration or improvement in or to his Unit with-  
out the prior written consent of the Board of Directors. No  
Unit Owner shall paint or alter the exterior of his Unit,  
including the doors and windows, nor shall any Unit Owner  
paint or alter the exterior of any building, without the  
prior written consent of the Board of Directors or the  
Covenants Committee as appropriate. The Board of Directors  
shall be obligated to answer any written request by a Unit  
Owner for approval of a proposed structural addition, alteration  
or improvement in such Unit Owner's Unit within forty-five  
days after such request, and failure to do so within the  
stipulated time shall constitute a consent by the Board of  
Directors or the Covenants Committee to the proposed structural  
addition, alteration or improvement. If any application to  
any governmental authority for a permit to make any such  
structural addition, alteration or improvement in or to any  
Unit requires execution by the Unit Owners Association, and  
provided consent has been given by the Board of Directors,  
then the application shall be executed on behalf of the Unit  
Owners Association by the Board of Directors only, without  
however incurring any liability on the part of the Board of  
Directors or any of them to any contractor, subcontractor or  
materialman on account of such addition, alteration or  
improvement, or to any person having claim for injury to  
person or damage to property arising therefrom. Subject to  
the approval of any Mortgagee of such affected Units, the  
Board of Directors and any Unit Owner affected, any Unit may  
be subdivided or may be altered so as to relocate the boundaries  
between such Unit and any adjoining Units. The Secretary  
shall record any necessary amendment to the Declaration to  
effect such action as provided in Sections 55-79.69 or 55-  
79.70 of the Condominium Act. The provisions of this Section  
7 shall not apply to Units owned by the Declarant until  
deeds of conveyance of such Units shall have been recorded;

provided, however, that Declarant's construction or alterations shall be architecturally compatible with existing Units. The Declarant shall have the right to make such alterations or subdivisions without the consent of the Board of Directors and the Board of Directors shall execute any such application required.

Section 8. Restrictions on Use of Units and Common Elements Rules and Regulations.

(a) Each Unit and the Common Elements shall be occupied and used as follows:

(1) Except for the Commercial Units and areas of the Condominium designated for commercial and recreational use and except as provided in the Declaration, no Unit shall be used for other than housing and the related common purposes for which the Property was designed. The Board of Directors may permit reasonable, temporary non-residential uses from time to time in any Unit, and any uses permitted by law in the Commercial Units. Nothing in these Bylaws shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing or display purposes or from using any appropriate portion of the Common Elements for settlement of sales of Condominium Units.

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part 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 Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements.

(3) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(4) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage by the Board of Directors) without the approval of the Board of Directors. Vehicular parking upon the Common Elements may be regulated or assigned by the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors or the Covenants Committee, as appropriate.

(5) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The lobbies, vestibules, public halls and stairways shall be used for no purpose other than for normal transit.



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(6) No residential Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and Rules and Regulations, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph, except the restriction against use for hotel or transient purposes, shall not apply to the Commercial Units, the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

(7) Trailers, campers, recreational vehicles or boats may be parked on the Property only in parking areas designated exclusively for such purposes by the Board of Directors. The Board of Directors may determine not to permit parking of such vehicles on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements.

(8) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one per Unit without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.

(9) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided for in the mortgage, foreclosure of any mortgage or any deed of trust or other proceeding in lieu of foreclosure, or to the owner of a Commercial Unit who may post reasonable signs on the exterior of his Unit necessary for the proper conduct of business.

(10) Sufficient carpeting or rugs shall be maintained on the floor surfaces (excluding kitchens, closets

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and bathrooms) in Units located over other Units to adequately reduce transmission of sound between Units. Washers, dryers and other major appliances may not be installed in a Unit.

(b) Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

**Section 9. Right of Access.** By acceptance of his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by Section 55-79.79(a) of the Condominium Act and Article IV, Section 2(b) of the Declaration, to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit or in a Common Element to which access is obtained through his Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

**Section 10. Utility Charges.** The cost of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses allocated pursuant to Article V, Section 1 hereof.

**Section 11. Parking Spaces.** All parking spaces so designated on the plats and plans shall be used by the Unit Owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine; provided, however, that no Unit Owner shall park more than one vehicle (owned or leased by such Unit Owner, a member of his family or a tenant residing in his Unit) on the Common Element parking spaces (excluding Limited Common Element parking spaces) without the prior written consent of the Board of Directors. The cost of maintenance and repair of all parking areas shall be a Common Expense. During the time that Units are being sold by the Declarant, use of no more than twenty-five parking spaces adjacent to the building may be restricted to the Declarant's use for sales purposes. Further, any parking spaces designated as "Reserved Common Elements" by the Board of Directors are permanently assigned for the exclusive use of one or more of the Units, and such assignment may not be modified or withdrawn without the unanimous consent of all members of the Board of Directors.

**Section 12. Storage Cubicles; Disclaimer of Bailee Liability.** The storage cubicles are Common Elements and may be assigned to Units by appropriate resolution of the Board of Directors (unless such cubicles have been assigned as Limited Common Elements). The Board of Directors, the Unit Owners Association, any Unit Owner and the Declarant shall not be considered a bailee, however, of any personal property stored

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on the Common Elements (including property located in storage  
cubicles and vehicles parked on the Condominium), whether or  
not exclusive possession of the particular area is given to a  
Unit Owner for storage purposes, and shall not be responsible  
for the security of such personal property or for any loss or  
damage thereto, whether or not due to negligence.

#### ARTICLE VI

##### Insurance

Section 1. Authority to Purchase. (a) Except as other-  
wise provided in Section 5 of this Article VI, all insurance  
policies relating to the Property shall be purchased by the  
Board of Directors. Neither the Board of Directors nor the  
Managing Agent nor the Declarant shall be liable for failure  
to obtain any coverages required by this Article VI or for any  
loss or damage resulting from such failure if such failure is  
due to the unavailability of such coverages from reputable  
insurance companies, or if such coverages are so available  
only at demonstrably unreasonable cost.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by  
way of subrogation against the Declarant, the Unit Owners  
Association, the Board of Directors, the Managing Agent or the  
Unit Owners, and their respective agents, employees, guests  
and, in the case of the Unit Owners, the members of their  
households;

(2) Such policy shall not be cancelled,  
invalidated or suspended due to the conduct of any Unit Owner  
(including his invitees, agents and employees) or of any  
member, officer or employee of the Board of Directors or the  
Managing Agent without a prior demand in writing that the  
Board of Directors or the Managing Agent cure the defect and  
neither shall have so cured such defect within sixty days  
after such demand;

(3) Such policy may not be cancelled or sub-  
stantially modified (including cancellation for nonpayment of  
premium) without at least sixty days prior written notice to  
the Board of Directors and the Managing Agent and, in the case  
of physical damage insurance, to all Mortgagees.

(c) The Declarant, so long as Declarant shall own  
any Unit, shall be protected by all such policies as a Unit  
Owner.

(d) All policies of insurance shall be written by  
reputable companies licensed to do business in the Commonwealth  
of Virginia. Physical damage policies shall be in form and  
substance acceptable to the Mortgagees.

Section 2. Physical Damage Insurance. (a) The Board of  
Directors shall obtain and maintain a blanket, "all-risk" form  
policy of fire insurance with extended coverage, vandalism,  
malicious mischief, windstorm, sprinkler leakage (if  
applicable), debris removal, cost of demolition and water  
damage endorsements, insuring the entire Property (including  
all of the Units and the bathroom and kitchen fixtures ini-  
tially installed therein by the Declarant and the replacements  
thereto installed by the Declarant but not including fur-  
niture, wall coverings, furnishings or other personal property  
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therein and covering the interests of the Unit Owners Association, the Board of Directors and all Unit Owners and their Mortgagees, as their interests may appear, (subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in Sections 6 and 7 of this Article VI), in an amount equal to 100% of the then current replacement cost of the Property (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage).

(b) Such policy shall also provide:

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to these Bylaws not to do so;

(2) The following endorsements (or equivalent): (i) "no control"; (ii) "contingent liability from operation of building laws or codes"; (iii) "increased cost of construction" or "condominium replacement cost"; and (iv) "agreed amount" or elimination of co-insurance clause; and

(3) That any "no other insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees, unless otherwise required by law.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee requesting the same at least thirty days prior to expiration of the then current policy. Prior to obtaining any policy of physical damage insurance or any renewal thereof the Board of Directors shall obtain an appraisal from an insurance company, or such other source as the Board of Directors may determine, of the current replacement cost of the Property (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured pursuant to this Section 2. All Mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to the Common Elements in excess of one percent of the current replacement cost of the Property. The Mortgagee of a Unit shall be notified promptly of any event giving rise to a claim under such policy arising from damage to such Unit.

**Section 3. Liability Insurance.** The Board of Directors shall obtain and maintain comprehensive general liability (including libel, slander, false arrest and invasion of privacy coverage and errors and omissions coverage for directors) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or

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use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Unit Owners Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Unit Owners Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Unit Owners Association or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than Three Million Dollars.

Section 4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of the Unit Owners Association and all others who handle, or are responsible for handling, funds of the Unit Owners Association, including the Managing Agent. Such fidelity bonds shall: (i) name the Unit Owners Association as an obligee; (ii) be written in an amount not less than one-half the total annual condominium assessments for the year or the current amount required by Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(b) if required by any governmental or quasi-governmental agency including without limitation the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, flood insurance in accordance with the then applicable regulations of such agency;

(c) workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

(d) broad form machinery and pressure vessel explosion insurance in an amount not less than Five Hundred Thousand Dollars per accident per location; and

(e) such other insurance as the Board of Directors may determine or as may be requested from time to time by a Majority of the Unit Owners.

Section 5. Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage," and in the case of Commercial Units, for such other risks as are normally insured; provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Board of Directors, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Board of Directors or to cause any insurance coverage

maintained by the Board of Directors to be brought into contribution with insurance coverage obtained by a Unit Owner. All such policies shall contain waivers of subrogation. No Unit Owner shall obtain separate insurance policies on the Condominium except as provided in this Section 5.

**Section 6. Insurance Trustee.** (a) All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Unit Owners Association, the Unit Owners, their Mortgagees and the Declarant, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed Twenty-five Thousand Dollars then all such proceeds shall be paid in trust to such lending institution in the metropolitan Washington, D.C. area with trust powers as may be designated by the Board of Directors (which trustee is herein referred to as the Insurance Trustee). If such proceeds do not exceed Twenty-five Thousand Dollars then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Article VII.

(b) The Board of Directors shall enter into an Insurance Trust Agreement with the Insurance Trustee which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

**Section 7. Board of Directors as Agent.** The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

#### ARTICLE VII

##### Repair and Reconstruction After Fire or Other Casualty

**Section 1. When Repair and Reconstruction are Required.** Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board of Directors, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Buildings (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

##### Section 2. Procedure for Reconstruction and Repair.

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to any building, the Board of

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Directors under the direction of the Insurance Trustee shall obtain reliable and detailed estimates of the cost of repairing and restoring such building (including any damaged Units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by Declarant, and the replacements thereof installed by the Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and a special assessment therefor shall be levied.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property, subject to any modifications required by changes in applicable governmental regulations.

#### Section 3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors or Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Twenty-five Thousand Dollars, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is Twenty-five Thousand Dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all

of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the cost of repairing the other Common Elements and thereafter to the cost of repairing the Units.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (i) whether the damaged Property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. When Reconstruction Is Not Required. In the event the Board of Directors elects not to repair insubstantial damage to the Common Elements, any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interest. If the Condominium shall be terminated pursuant to Section 55-79.72 of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient therefor, the amount of any unpaid liens on his Unit in the order of priority of such liens.

#### ARTICLE VIII

##### Mortgages

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a conformed copy of the note and Mortgage with the Board of Directors.

Section 2. Notice of Default, Casualty or Condemnation. The Board of Directors when giving notice to any Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall simultaneously send a copy of such notice to the Mortgagee of such Unit. Each Mortgagee shall also be promptly notified of any casualty when required by Section 2(c) of Article VI hereof, of all actions taken under Article VII and of any taking in condemnation or by eminent domain and actions of the Unit Owners Association with respect thereto. For purposes of this section only, when notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Federal National Mortgage Association, the Government National

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Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying Mortgages of Units in the Condominium if the Board of Directors has notice of such participation.

Section 3. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give notice to all Mortgagees seven days prior to the date on which the Unit Owners, in accordance with the provisions of these Bylaws, materially amend the Condominium Instruments.

Section 4. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees thirty days prior to changing the Managing Agent.

Section 5. Mortgagees' Approvals. Unless all Mortgagees shall have given their prior written approval, neither the Unit Owners Association nor any Unit Owner shall:

- (a) Change the Percentage Interest or obligations of any Unit.
- (b) Subdivide, partition or relocate the boundaries of any Unit encumbered by a Mortgage or the Common Elements of the Condominium;
- (c) By act or omission withdraw the submission of the Property to the Condominium Act, except as provided by the Condominium Instruments or the Condominium Act.

Section 6. Other Rights of Mortgagees. All Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. All such Mortgagees shall have the right to examine the books and records of the Condominium, to receive the annual report filed by Declarant pursuant to Section 55-79.93 of the Condominium Act and to require the submission of annual financial reports and other budgetary information.

#### ARTICLE IX

##### Compliance and Default

Section 1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as any of the same may be amended from time to time. In addition to the remedies provided in Section 55-79.53 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

- (a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable Attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Unit Owners Association, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Condominium Unit other than for Common Expenses which continues for a period in excess of fifteen days, interest at the rate of ten percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the rules and regulations adopted by the Board of Directors, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent or, if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

## Section 2. Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any special assessment, or any other sum duly levied, including but not limited to interest thereon at the maximum lawful rate and the actual costs of collection thereof including all attorney's fees awarded by a Court made pursuant to these Bylaws is hereby declared to be a lien

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levied against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than seven days after delivery to the Unit Owner of notice of such special assessment or levy. The Board of Directors or the Managing Agent may file or record such other or further notice of any such lien, or such other or further document, as may be required by the aforesaid section of the Condominium Act or by the laws of the Commonwealth of Virginia to confirm the perfection and priority of such lien.

(b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his Mortgagee by the Board of Directors or the Managing Agent.

(c) The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the Commonwealth of Virginia by action in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Unit Owners Association. During the pendency of such suit, the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the Commonwealth of Virginia.

(d) A suit to recover a money judgment for unpaid contributions may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 3. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Declaration, these Bylaws or the Condominium Act, all of the Unit Owners may be required by the Declarant or the Board of Directors to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by a declaration of trust recorded among the land records of the Fairfax County, Virginia, granting unto a trustee or trustees appropriate powers to the end that, upon default in the performance of such bond such declaration of trust may be foreclosed by such trustee or trustees acting at the direction of the Board of Directors. In the event any such bonds have been executed and such declaration of trust is recorded, then any subsequent purchaser of a Unit shall take title subject thereto and shall assume the obligations therein provided for.

Section 4. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made



in good faith for value received; provided, however, that such Mortgage secures a loan made by an Institutional Lender; and provided, further, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

#### ARTICLE X

##### Amendments to Bylaws

Section 1. Amendments. These Bylaws may not be modified or amended except as provided in Section 55-79.72 of the Condominium Act; provided, however, that until the expiration of the maximum time permitted by Section 55-79.74(a) of the Condominium Act, (i) Section 2 of Article II, (ii) Section 9 of Article II, (iii) Section 1 of Article III, and (iv) Section 1 of this Article X may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the Unit Owner of Units representing twenty-five percent or more of the aggregate Percentage Interests of the Condominium. All amendments to the Bylaws shall be prepared and recorded by the Secretary.

Section 2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee.

#### ARTICLE XI

##### Miscellaneous

Section 1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally (pursuant to Section 55-79.75 of the Condominium Act) or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Condominium Act may permit), (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no

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way define, limit or describe the scope of these Bylaws or  
the intent of any provision thereof.

Section 2. Captions. The captions herein are inserted  
only as a matter of convenience and for reference, and in no  
way define, limit or describe the scope of these Bylaws or the  
intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in  
these Bylaws shall be deemed to include the feminine and  
neuter genders and the use of the singular shall be deemed  
to include the plural, and vice versa, whenever the context  
so requires.

Section 4. Construction. These Condominium Instruments  
are intended to comply with all of the applicable provisions  
of the Virginia Condominium Act and shall be so interpreted  
and applied.

IN WITNESS WHEREOF, the Declarant has caused these  
Bylaws to be executed on behalf of the Unit Owners  
Association, this 7<sup>th</sup> day of September, 1979.

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THE REBECCA CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

Ralph D. Rocks  
Ralph D. Rocks

FIRST TOWERS CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

SECOND TOWERS CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

THIRD TOWERS CORPORATION

By Ralph D. Rocks  
Ralph D. Rocks, President

Exhibit A to  
the Bylaws

RIVER TOWERS CONDOMINIUM  
CERTIFICATE FOR RESALE

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

RE: Condominium Unit No. \_\_\_\_\_, River Towers Condominium,  
Fairfax County, Virginia.

Pursuant to Section 55-79.97 of the Condominium Act, as amended, we hereby certify that as of the date hereof, except as herein stated:

A. The status of assessments with respect to the Condominium Unit is as follows:

Current assessment due	_____	\$ _____
Assessment in arrears	_____	\$ _____
TOTAL DUE		\$ _____

B. The Condominium Instruments do not create any rights of first refusal or other restraints on free alienability of any of the Condominium Units.

C. The following, if any, is a list of all capital expenditures anticipated by the Unit Owners Association within the current or succeeding two fiscal years:

[Fill in if applicable.]

D. As of the date of this Certificate, there is an outstanding balance in the reserve for replacement fund (reserve account) of approximately \$ \_\_\_\_\_. Of that balance, the following specific projects:

[Fill in if applicable.]

E. Attached to this Certificate is a copy of the statement of financial condition (Balance Sheet) of the Unit Owners Association for the year ended \_\_\_\_\_, 19\_\_\_\_, the last fiscal year for which such statement is available.

F. There are no unsatisfied judgments against the Unit Owners Association nor any pending suits in which the Unit Owners Association is a party except as follows:

[Fill in if applicable.]

hibit A to  
the Bylaws

DEED 5289 PAGE 339

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G. The Unit Owners Association holds hazard, property damage and liability insurance policies as required by the Bylaws. It is suggested that each Unit Owner obtain his own insurance covering property damage to his Unit (not covered by the Unit Owners Association policy) and personal property contained therein as well as insurance covering personal liability. You are urged to consult with your insurance agent.

H. Improvements or alterations, if any, made to the Condominium Unit or the Limited Common Elements assigned thereto are not in violation of the Condominium Instruments except as follows:

[Fill in if applicable.]

The information contained in this Certificate for Resale, issued pursuant to Section 55-79.97 of the Condominium Act, as amended, based on the best knowledge and belief of the Unit Owners Association, is current as of the date hereof.

The name and address of the President of the Unit Owners Association is: \_\_\_\_\_

The Unit Owners Association may charge a fee for the preparation of this Certificate For Resale as allowed by law.

Dated this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION

By \_\_\_\_\_

Officer:

I hereby acknowledge that I received this Certificate for Resale on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Unit Owner

I hereby acknowledge that I have received and read the information contained in this Certificate for Resale on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Purchaser

Purchaser

RIVER TOMERS CONDOMINIUM  
Maintenance Responsibilities

I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
plumbing & related systems & components thereof.	All maintenance, repair & replacement of portions of plumbing serving more than one Unit. Water damage to Common Elements or Units other than the one which is the primary source of the problem through negligence of the occupants of such Unit.	If any, same as in Column II.	Only to the extent that a malfunction or threat of same has originated outside the Unit in which the malfunction occurs or may occur.	All portions within a Unit, including fixtures & appliances attached thereto. Water damage to a Unit, when the primary source of such problem is through negligence of the occupants of that Unit.
electrical & related systems & components thereof excluding appliances, fixtures & lights serving only one Unit.	All, in all regards.	All, in all regards.	--	All, in all regards, for items serving only one Unit.
heating & cooling systems & components thereof.	All, in all regards, serving more than one Unit.	If any, same as in Column II.	Fan coil unit in residen- tial Units.	Fan coil unit motors and filters in residential Units; all, in all regards in Commercial Units.
Parking spaces.	All surface parking spaces in all regards.	--	--	--
Storage Cabinets (if any).	All in all regards except routine cleaning.	--	--	Routine cleaning.
Refuse collection system.	All, in all regards.	--	--	--

5289  
340

RIVER TOWERS CONDOMINIUM  
Maintenance Responsibilities

5289 PAGE 341

ITEMS	RIVER TOWERS CONDOMINIUM Maintenance Responsibilities				
	I	II	III	IV	V
	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT	
Grounds, including all landscaped / paved areas & other improvements thereon lying outside the main walls of the building.	All.	--	--	--	
Building, exterior roof, vertical walls, foundations.	All, in all regards with certain exceptions expressed elsewhere herein regarding routine cleaning.	--	--	--	
Windows.	All which do not serve a unit, in all regards.	--	All, in all regards except routine cleaning.	Routine cleaning.	
Doors, main entry to units.	--	--	All surfaces exposed to corridor including door panel, buck, trim & sill, except for doors opening to the outdoors in Commercial Units.	Interior of door panel interior trim. Hardware set including lock & door chime assembly & hinges/ with respect to doors opening to the outdoors in Commercial Units.	
Balcony doors.	--	--	In all regards except routine cleaning, latch mechanism and weatherstripping.	Routine cleaning, latch mechanism and weatherstripping.	
Balconies patios & railings	--	In all regards except routine cleaning.	--	Routine cleaning.	
Screens (balcony and patio doors & windows)	All which do not serve a unit, in all regards.	--	--	All which serve the unit in all respects. Replacements to be of same color, grade and style.	

Exhibit B to the Bylaws  
Page 1

RIVER TOWERS CONDOMINIUM  
Maintenance Responsibilities

ITEMS	RIVER TOWERS CONDOMINIUM Maintenance Responsibilities				
	I	II	III	IV	V
	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT	
Plumbing & related	All maintenance, repair	If any, same as in	Only to the extent that	All portions within a unit.	

MAINTENANCE RESPONSIBILITIES:

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

Column I: Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant, provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the General Common Elements and Common Expenses. Items in such a way that a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities otherwise expressly provided for.

EXHIBIT D  
to the Declaration

RIVER TOWERS CONDOMINIUM

SCHEDULE OF PERCENTAGE INTEREST IN COMMON ELEMENTS

IDENTIFYING NUMBER UNIT NUMBER (GROUPED BY TYPE)	UNIT TYPE	GROSS SQ. FT. PER UNIT	PERCENTAGE INTEREST PER UNIT	TOTAL PERCENTAGE INTEREST PER TYPE
918	A	719	0.5304%	0.5304%
-----				
Convertible Space	--	134,846 (Convertible space)	99.4696% (Convertible space)	99.4696% (Convertible space)
Total		135,565		100%

This instrument with certificate annexed, with plat attached  
admitted to record-Office of Circuit Court -  
Fairfax County, Va. SEP 7 1979 at 3:30 P.  
Teste: *James E. Hoffmeyer* Clerk

MAINTENANCE RESPONSIBILITIES:

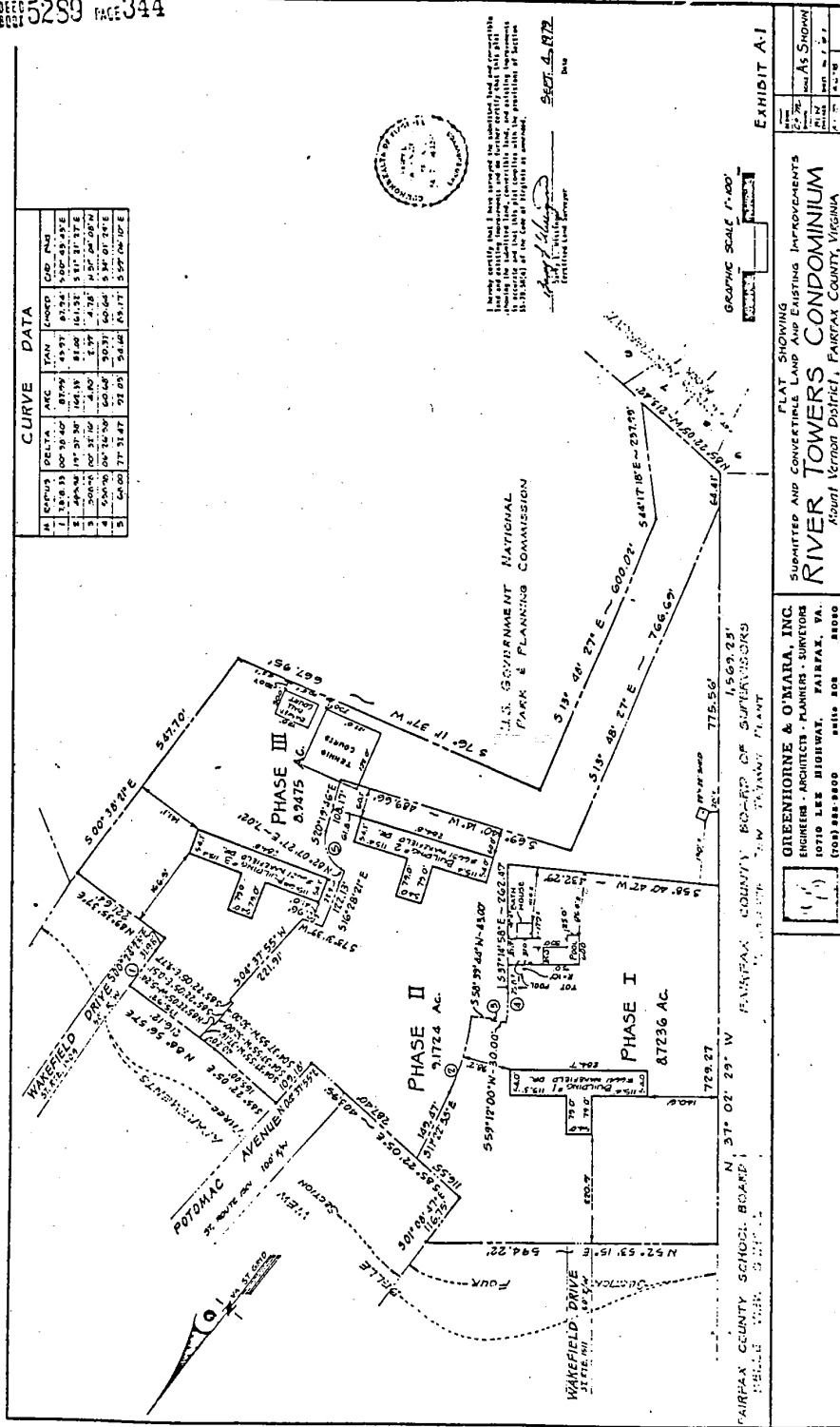
This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all  
respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column  
does not always accurately reflect the precise character and nature of our "p. The appropriate sections of the Declaration determine ownership.

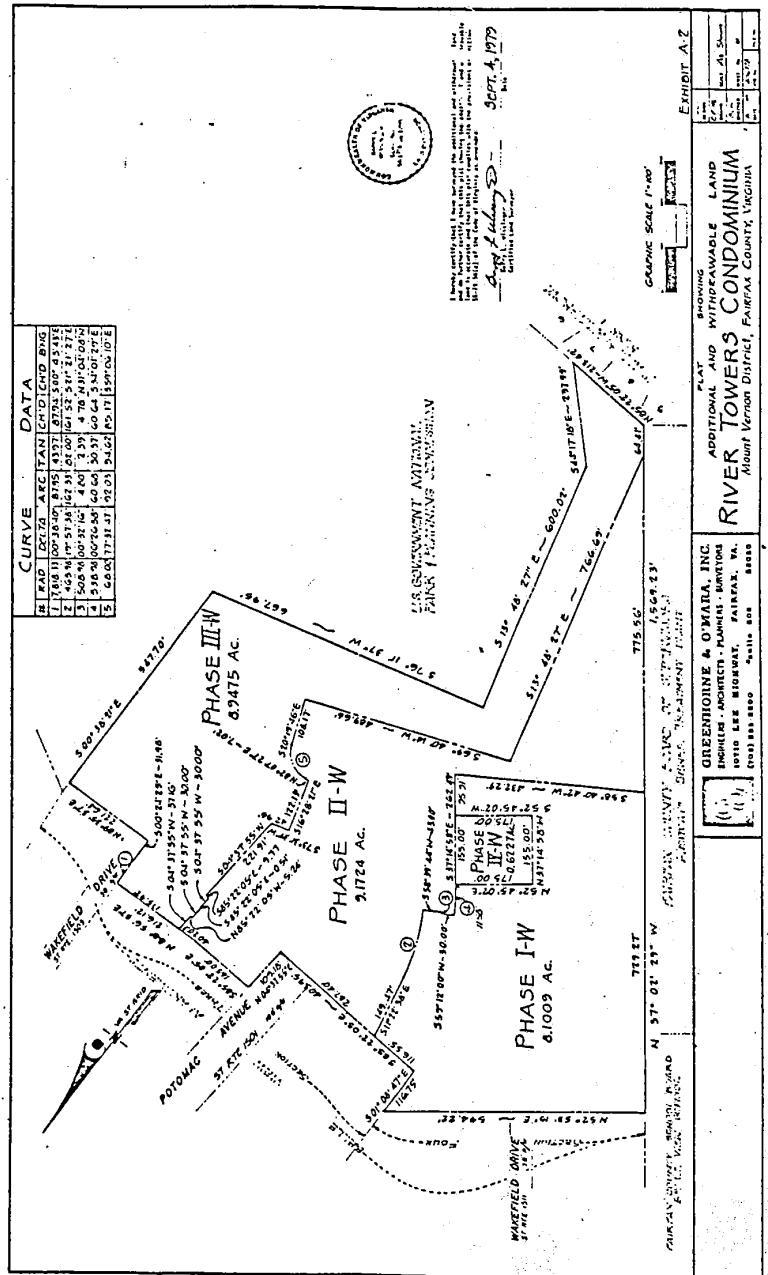
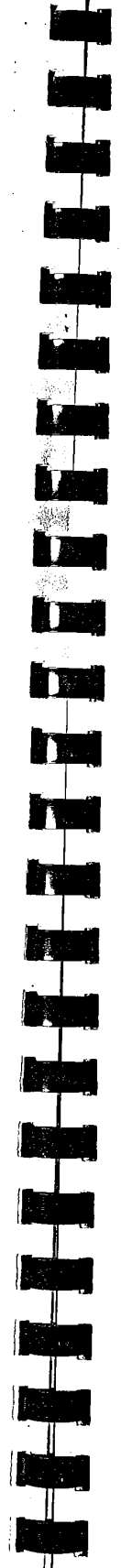
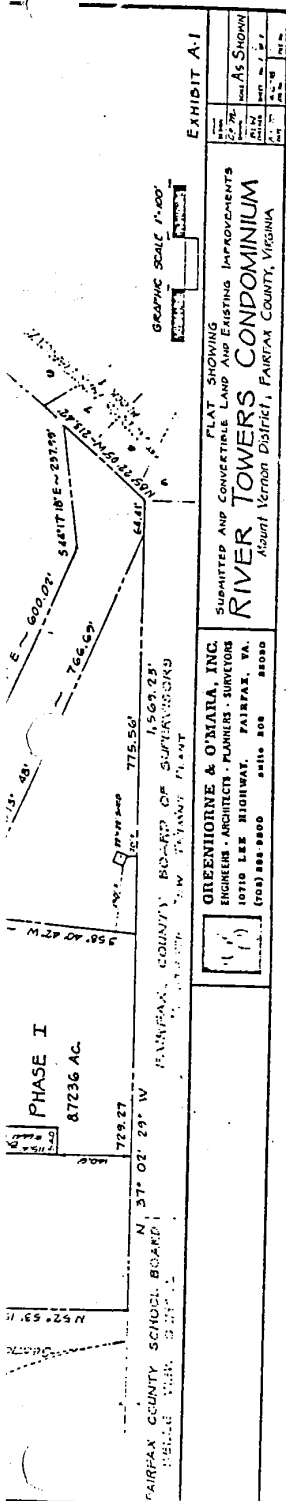
Column 1: Items. Items appearing in this column are illustrative and not exhaustive.

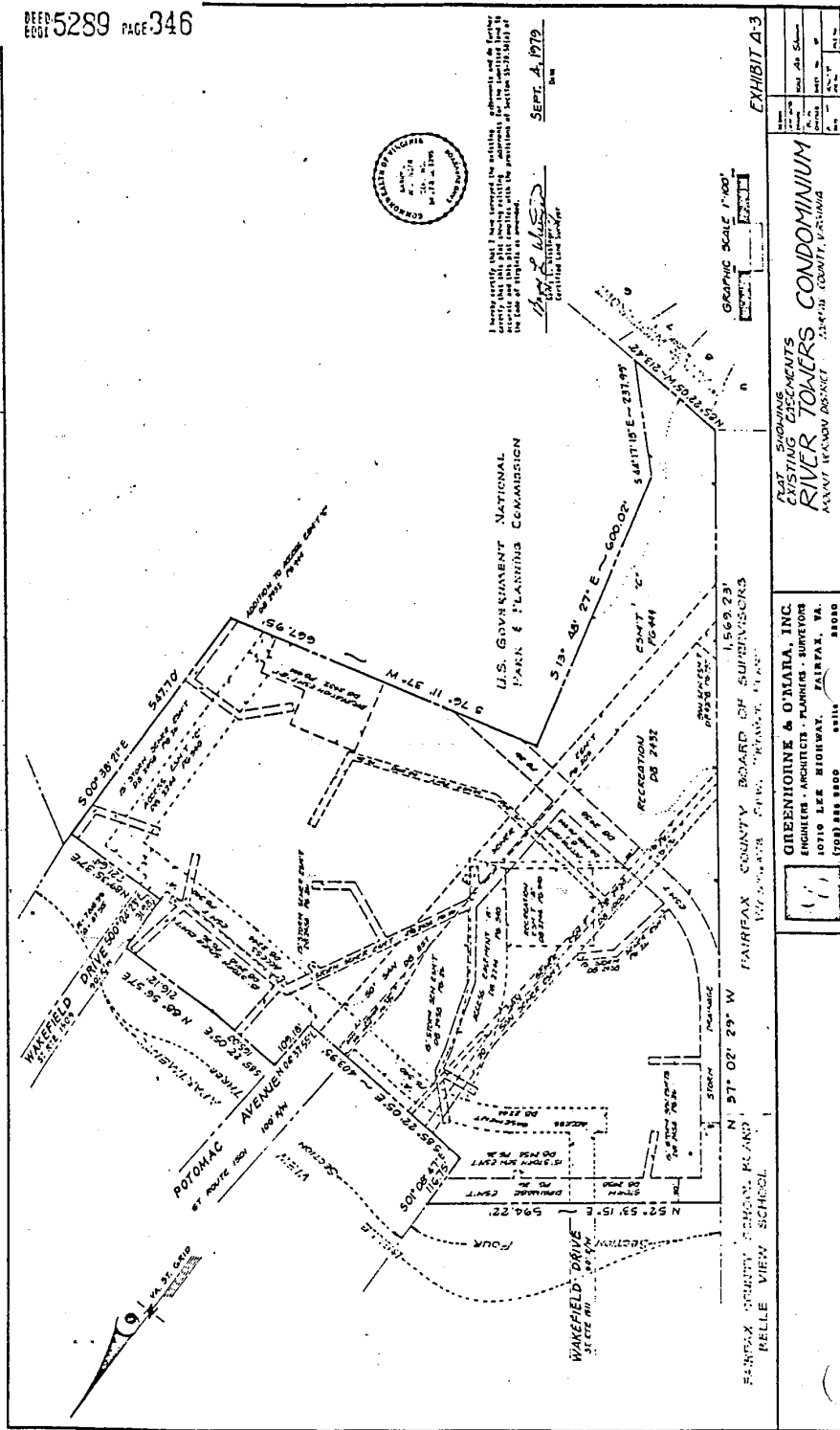
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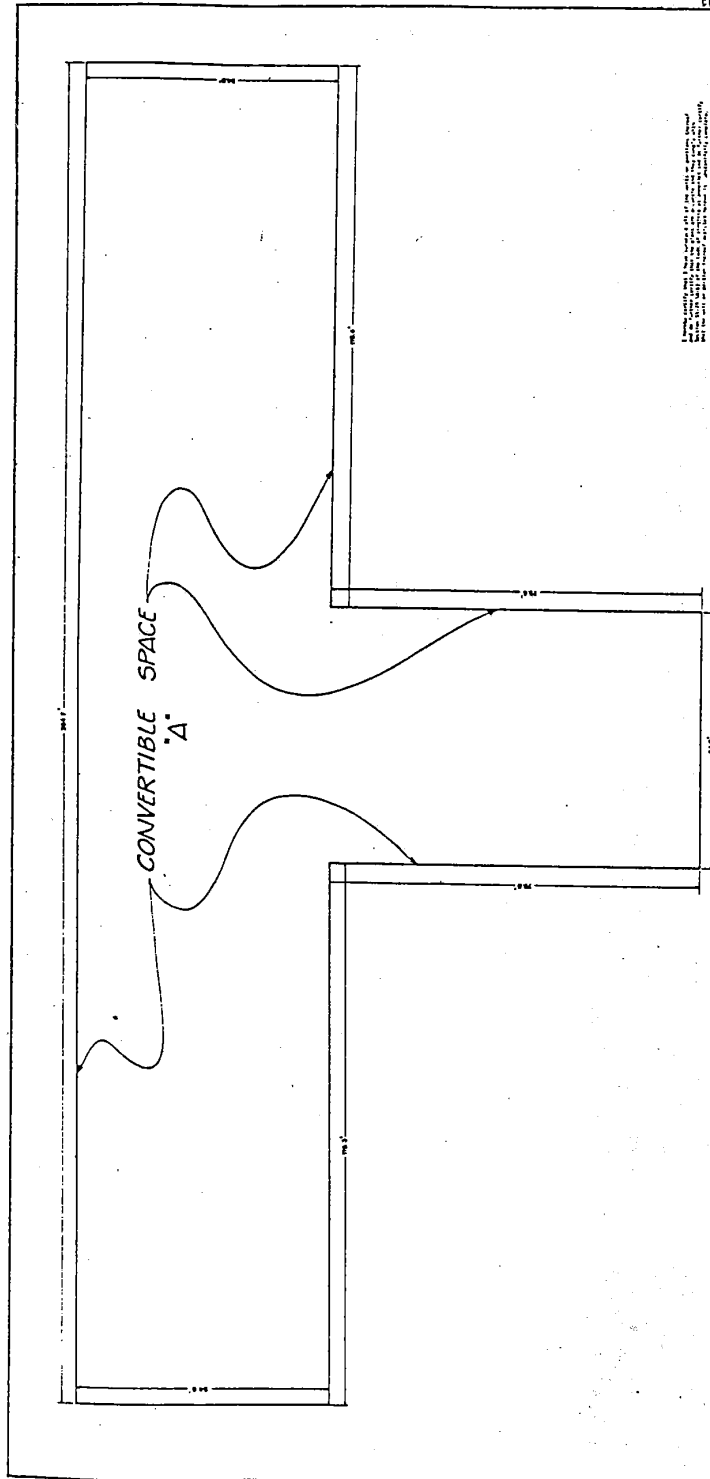
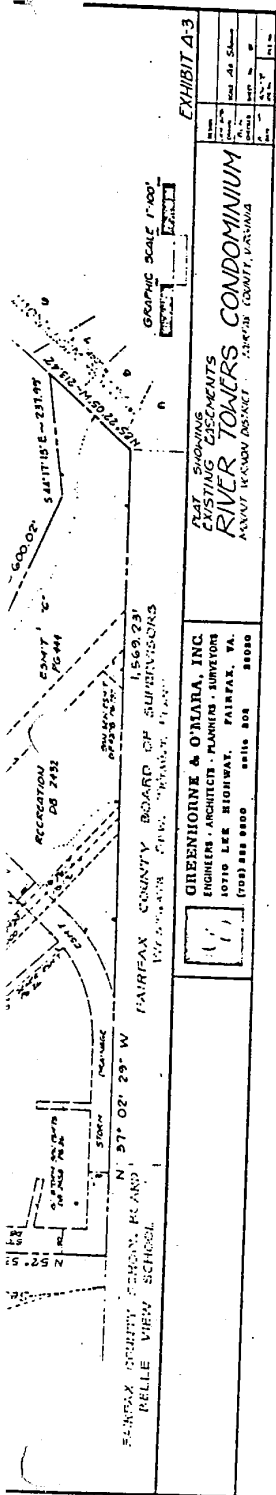


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3	200.00	00°31'50"	4.90	1.97	4.78	1.50	50	00.00	00.00
4	500.00	00°24'50"	60.68	60.68	60.68	5	50	01.7	2.8
5	500.00	77°31'47"	91.03	96.66	93.71	5	50	00.10	0.2









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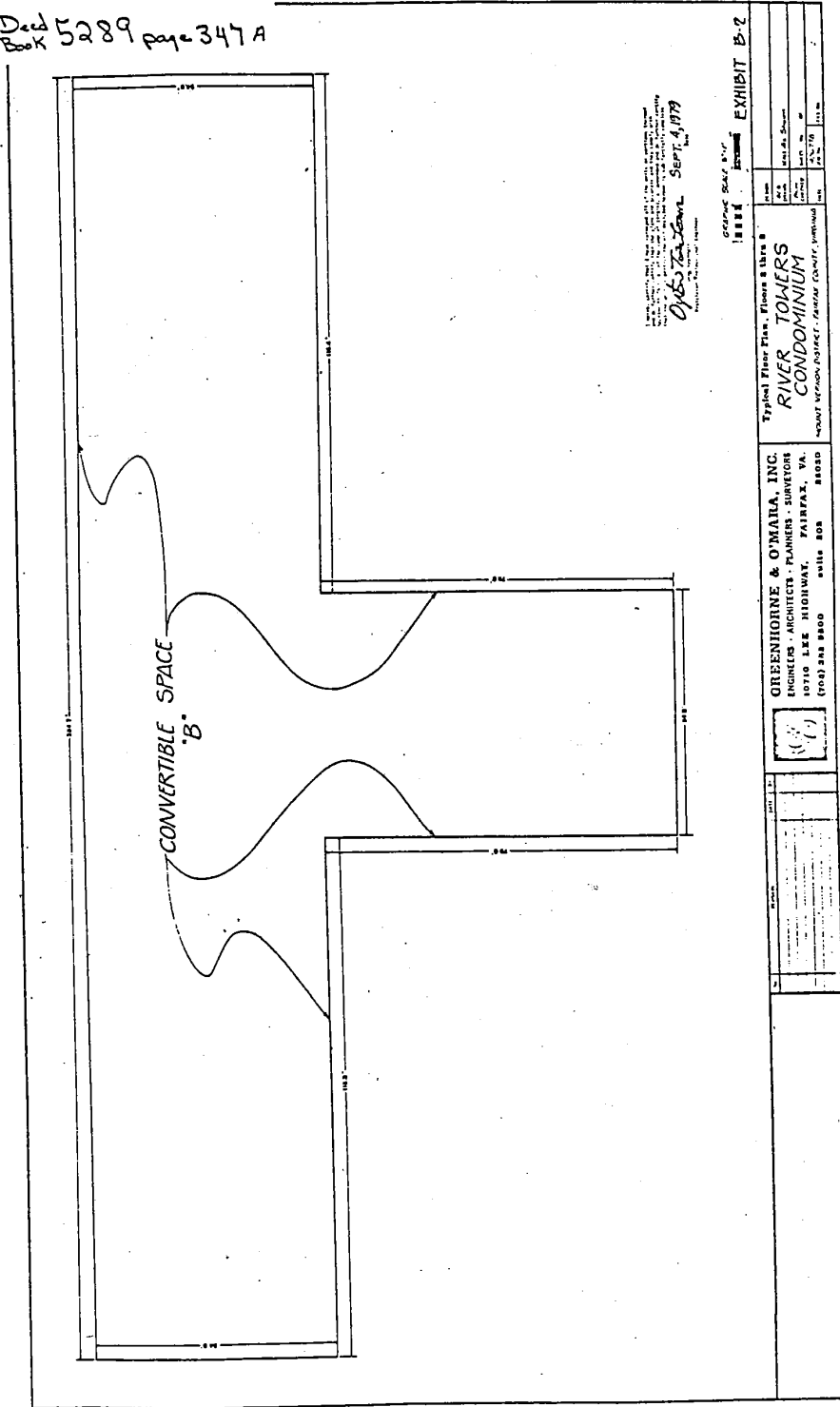
GREENHORNE & O'MARA, INC.  
ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS  
10710 LEE HIGHWAY, FAIRFAX, VA  
(703) 888-8800

Typical Ground Floor Plan  
RIVER TOWERS  
CONDOMINIUM  
APPROX. 16,000 SQ. FT. - 16 UNITS

DATE: 9/1/79  
BY: [Signature]

EXHIBIT B-1

Deed 5289 page 347A



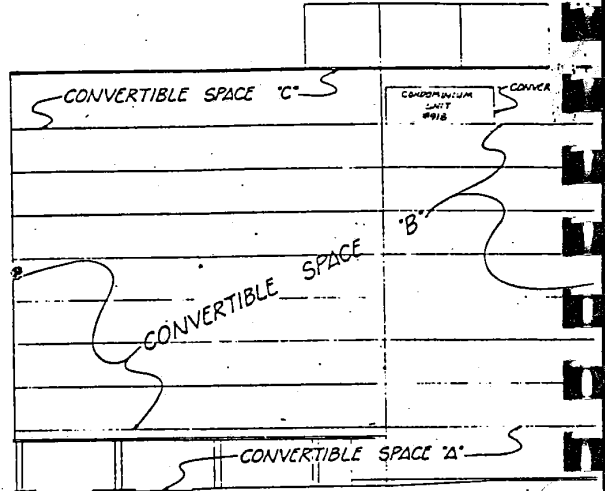
01507A-1010 SEPT. 4, 1979

GREENHORN & OMAHA, INC. ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS 10710 E.E. HIGHWAY, FAIRFAX, VA. (703) 248-9900		TYPICAL FLOOR PLAN, FLOOR 8 Unit 8 RIVER TOWERS CONDOMINIUM 1010 E.E. HIGHWAY, FAIRFAX, VA. UNIT 1010, PROJECT, GREENHORN & OMAHA, INC.	
DATE: 09/04/79	BY: [Signature]	DATE: 09/04/79	BY: [Signature]
PROJECT: RIVER TOWERS CONDOMINIUM		SHEET: 1 OF 1	

GREENHORN & O'MARA, INC. ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS 1010 LEE HIGHWAY, FAIRFAX, VA. (703) 881-9800 ext. 208 208050		<div style="border: 1px solid black; padding: 5px; text-align: center;">                 ( ) ( ) ( )             </div>		RIVER TOWERS CONDOMINIUM FOURTH FLOOR STREET LEVEL OFFICE, VIRGINIA PLANNING & ARCHITECTURE UNIT 1400 SULLY ROAD, 5TH FLOOR, CONDOMINIUM UNIT		GREENHORN & O'MARA, INC. 1010 LEE HIGHWAY, FAIRFAX, VA. (703) 881-9800 ext. 208 208050	
GREENHORN & O'MARA, INC. ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS 1010 LEE HIGHWAY, FAIRFAX, VA. (703) 881-9800 ext. 208 208050		RIVER TOWERS CONDOMINIUM FOURTH FLOOR STREET LEVEL OFFICE, VIRGINIA PLANNING & ARCHITECTURE UNIT 1400 SULLY ROAD, 5TH FLOOR, CONDOMINIUM UNIT		GREENHORN & O'MARA, INC. 1010 LEE HIGHWAY, FAIRFAX, VA. (703) 881-9800 ext. 208 208050		GREENHORN & O'MARA, INC. 1010 LEE HIGHWAY, FAIRFAX, VA. (703) 881-9800 ext. 208 208050	

Deed Book 5289 page 347 C

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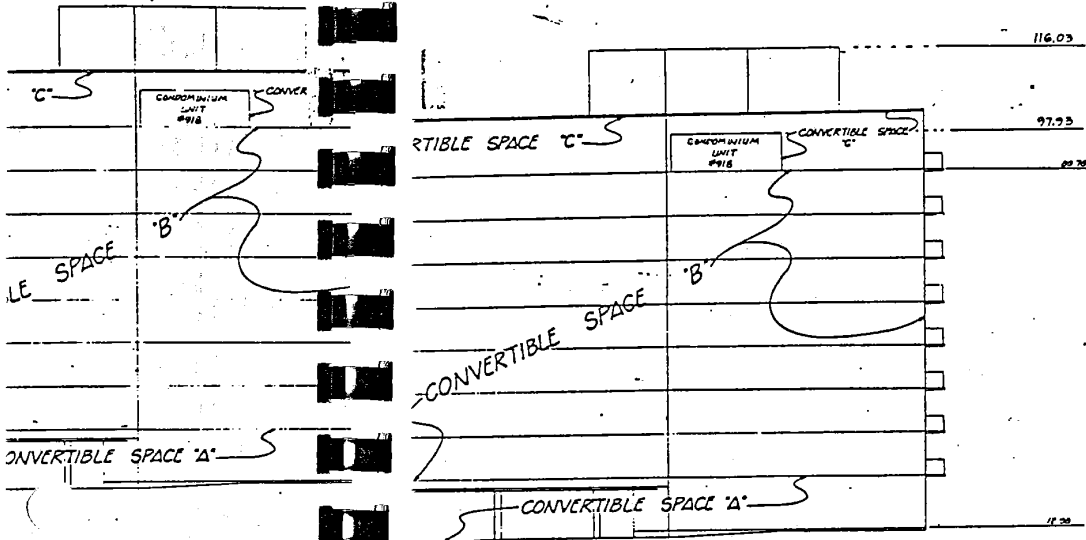
NO.	DATE	DESCRIPTION	AMOUNT



**GREENHORNE & O'MARA, INC.**  
ENGINEERS - ARCHITECTS - PLANNERS  
10710 LEE HIGHWAY, FALMOUTH, MA 01906  
(508) 882-8800 ext. 204

Dead  
book S289 page 347D

REFERENCE: U.S.C. & G.S. PATUM



I hereby certify that I have prepared this plan in accordance with the provisions of the Virginia Uniform Statewide Building Code, and that the same is a true and correct copy of the original as shown to me by the owner or his authorized representative.

*D. J. Teague* SEPT. 4, 1979  
Professional Engineer

GRAPHIC SCALE 1/4" = 1'  
book S289 EXHIBIT B-4

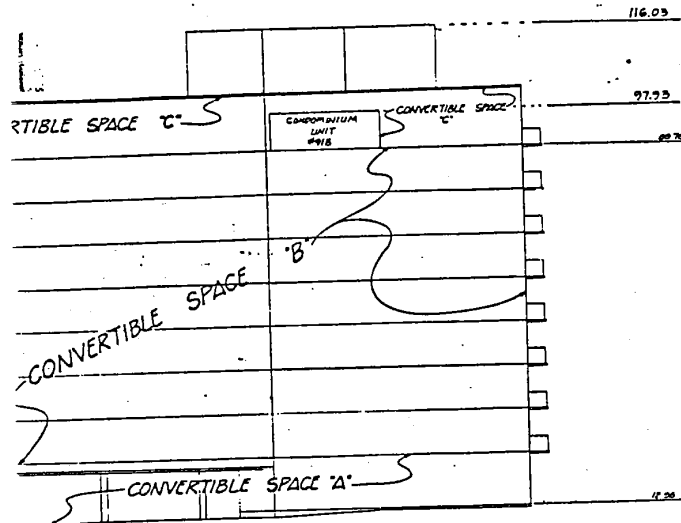
GREENHORNE & O'MARA,  
ENGINEERS - ARCHITECTS - PLANNERS  
10710 LEE HIGHWAY, FAIRFAX, VA.  
(703) 888-8800 suite 208

	GREENHORNE & O'MARA, INC. ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS 10710 LEE HIGHWAY, FAIRFAX, VA. (703) 888-8800 suite 208 22080	ELEVATION PLAN RIVER TOWERS CONDOMINIUM		MOUNT VERNON DISTRICT 1 PLANTING COUNTY, VIRGINIA	
		DATE 10/1/79	BY D. J. Teague	SCALE 1/4" = 1'	FILE NO. S289



Dead  
book 5289 page 347D

REFERENCE U.S.C. & G.S. DATUM



I hereby certify that I am licensed as a Professional Engineer in the State of Virginia and that I am duly qualified to prepare and seal this plan. I am duly qualified to prepare and seal this plan. I am duly qualified to prepare and seal this plan.

*D.W. TEELE* SEPT. 4, 1979  
Professional Engineer

GRAPHIC SCALE 1"=10'  
EXHIBIT B-4

<b>GREENHORNE &amp; O'MARA, INC.</b> ENGINEERS - ARCHITECTS - PLANNERS - SURVEYORS 10710 LEE HIGHWAY, FAIRFAX, VA. (703) 884-8800    telex 808    22020		ELEVATION PLAN <b>RIVER TOWERS CONDOMINIUM</b> MOUNT VERNON DISTRICT 1, FAIRFAX COUNTY, VIRGINIA		SHEET NO. 10 DATE 9/4/79 FILE NO.
--	--	--	--	---

93-294963

93DEC 10 11:19

**AMENDMENT TO BYLAWS OF  
RIVER TOWERS CONDOMINIUM**

THIS AMENDMENT is made as of December 3, 1993,  
by RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION ("Association").

**R E C I T A L S:**

WHEREAS, the Declaration establishing River Towers Condominium ("Condominium") in Fairfax County, Virginia, was recorded on September 7, 1979 in Deed Book 5289 at Page 275 among the land records of Fairfax County, Virginia;

WHEREAS, the Bylaws of River Towers Condominium were recorded with the Declaration as an exhibit;

WHEREAS, Section 55-79.71 B of the Virginia Condominium Act ("Act") permits the Association to amend the Bylaws by agreement of unit owners of units to which two-thirds of the votes in the unit owners association appertain;

WHEREAS, Article X, Section 1 of the Bylaws permits the Association to amend the Bylaws in accordance with the Act; and,

WHEREAS, the Association has complied with the provisions of Article X, Section 1 of the Bylaws and Section 55-79.71 B of the Act and wishes to make certain amendments to the Bylaws.

NOW, THEREFORE, pursuant to and in compliance with Section 55-79.71 B of the Act and Article X, Section 1 of the Bylaws, the Association hereby amends the Bylaws as follows:

1. Article III, Section 1 of the Bylaws is hereby amended in its entirety to read as follows:

**Section 1. Number and Qualification**

The affairs of the unit owners association shall be governed by a Board of Directors. The Board of Directors shall be composed of seven persons, all of whom shall be unit owners or spouses of unit owners, mortgagees (or designees of mortgagees).

2. Article V, Section 3 of the Bylaws is hereby amended in its entirety to read as follows:

**Section 3. Collection of Assessments**

The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for common expenses due from any unit owner which remain unpaid for more than 30 days from

Mary C. Quetsch, Paralegal  
Rees, Broome & Diaz, P.C.  
8133 Leesburg Pike, 9th Floor  
Vienna, VA 22182

RETURN TO:

BK 8899 0502

the due date for payment thereof. Any assessment, or installment thereof, not paid within ten days after due shall accrue a late charge in the amount of \$25.00, or such other amount as may be established from time to time by the Board of Directors. The Board of Directors in its discretion may also assess interest from the due date at the prevailing rate of interest in accordance with the provisions of Article IX, Section 1 (d) of the Bylaws.

3. Article IX, Section 1 (d) is hereby amended in its entirety to read as follows:

Interest

In the event of a default by any Unit Owner in paying any sum assessed against his condominium unit other than for common expenses which continues for a period in excess of 15 days, interest at the prevailing rate of interest may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.

4. Article IX, Section 1 is hereby amended by adding the following subsections:

(g) Charges

In accordance with Section 55-79.80:2 of the Condominium Act, the Board of Directors and the Covenants Committee may levy reasonable charges against unit owners for violations of the Condominium Act, the condominium instruments or the rules and regulations by the unit owner, the member of such unit owner's household, or such unit owner's guests, invitees, tenants, agents or employees. No charge may be levied for a single violation in an amount more than the maximum amount permitted by Section 55-79.80:2 of the Condominium Act. Each day a violation continues, after notice is given to the unit owner, is a separate violation. If a unit owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such.

(h) Other Remedies

In accordance with Section 55-79.80:2 of the Condominium Act, the Board of Directors may suspend or revoke a unit owner's privileges to use facilities and non-essential services for a reasonable period not to exceed the duration of the default or violation if payment of the assessment on the unit is delinquent more than 30 days or for any other violation of the condominium instruments or the rules and regulations.

Except as modified by this Amendment, all of the terms and provisions of the Bylaws are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By: Mary Jo Detweiler  
Mary Jo Detweiler, President

Commonwealth OF Virginia )  
County OF Fairfax ) SS:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that MARY JO DETWEILER, President of RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the Association.

Given under my hand and seal on December 3, 1993.

Susan U. Axel  
Notary Public



My Commission Expires:

May 31, 1996

BK 8899 0505

CERTIFICATION OF UNIT OWNER RATIFICATION

I hereby certify that the requisite majority of the unit owners of condominium units in RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION have ratified this Amendment of Bylaws in accordance with the provisions of the Bylaws and Section 55-79.71 D of the Virginia Condominium Act.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

12/3/93  
Date

By: Mary J. Detweiler  
Mary Jo Detweiler, President

4

DEC 10 93

RECORDED FAIRFAX CO VA  
TESTE: [Signature]  
CLERK

AMENDMENT TO BYLAWS OF RIVER TOWERS CONDOMINIUM

THIS AMENDMENT is made as of September 30, 1994, by  
RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION ("Association").

## R E C I T A L S:

WHEREAS, the Declaration establishing River Towers Condominium ("Condominium") in Fairfax County, Virginia, was recorded on September 7, 1979 in Deed Book 5289 at Page 275 among the land records of Fairfax County, Virginia;

WHEREAS, the Bylaws of River Towers Condominium were recorded with the Declaration as an exhibit;

WHEREAS, Section 55-79.71 B of the Virginia Condominium Act ("Act") permits the Association to amend the Bylaws by agreement of unit owners of units to which two-thirds of the votes in the unit owners association appertain;

WHEREAS, Article X, Section 1 of the Bylaws permits the Association to amend the Bylaws in accordance with the Act; and,

WHEREAS, the Association has complied with the provisions of Article X, Section 1 of the Bylaws and Section 55-79.71 B of the Act and wishes to make certain amendments to the Bylaws.

NOW, THEREFORE, pursuant to and in compliance with Section 55-79.71 B of the Act and Article X, Section 1 of the Bylaws, the Association hereby amends the Bylaws as follows:

(a) At the first annual meeting of the Unit Owners Association after the date of recordation of this Amendment, the term of office of three directors shall expire. At the second annual meeting of the Unit Owners Association after the date of recordation of this Amendment, the term of office of four directors shall expire. The term of office of directors elected by the Unit Owners Association after the date of recordation of this Amendment shall be two years.

In the event that the regular election of directors and the election of directors for less than a full two year term shall be conducted at the same meeting of the Unit Owners Association, they shall be conducted as a single election and the directors who shall be elected by the greater number of votes shall be elected for the longest terms then available. Except as provided, in

Return to: Michelle Arroyo  
Rees, Broome & Diaz, P.C.  
8133 Leesburg Pike  
Suite 900  
Vienna, Virginia 22182

BK 9264 0452

BK 9264 0453

Section 5 of this Article III, directors shall hold office until their respective successors shall have been elected by the members of the Unit Owners Association.

Except as modified by this Amendment, all of the terms and provisions of the Bylaws are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By:

Mary Jo Detweiler  
Mary Jo Detweiler, President

Commonwealth OF Virginia )  
County OF Fairfax ) SS:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that MARY JO DETWEILER, President of RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the Association.

GIVEN under my hand and seal on Sept. 30, 1994.

Susan V. Apel  
Notary Public

My commission expires:

May 31, 1996



BK 9264 0454

CERTIFICATION OF UNIT OWNER RATIFICATION

I hereby certify that the requisite majority of the unit owners of condominium units in RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION have ratified this Amendment of Bylaws in accordance with the provisions of the Bylaws and Section 55-79.71D of the Virginia Condominium Act.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

Date

9/30/94

By:

Mary Jo Detweiler  
Mary Jo Detweiler, President

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OCT 13 94

RECORDED FAIRFAX CO VA

TESTE:

*[Signature]*  
CLERK



94-234148

94 OCT 13 9:14

AMENDMENT TO BYLAWS OF RIVER TOWERS CONDOMINIUM

THIS AMENDMENT is made as of September 30, 1994, by  
RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION ("Association").

R E C I T A L S:

WHEREAS, the Declaration establishing River Towers Condominium ("Condominium") in Fairfax County, Virginia, was recorded on September 7, 1979 in Deed Book 5289 at Page 275 among the land records of Fairfax County, Virginia;

WHEREAS, the Bylaws of River Towers Condominium were recorded with the Declaration as an exhibit;

WHEREAS, Section 55-79.71 B of the Virginia Condominium Act ("Act") permits the Association to amend the Bylaws by agreement of unit owners of units to which two-thirds of the votes in the unit owners association appertain;

WHEREAS, Article X, Section 1 of the Bylaws permits the Association to amend the Bylaws in accordance with the Act; and,

WHEREAS, the Association has complied with the provisions of Article X, Section 1 of the Bylaws and Section 55-79.71 B of the Act and wishes to make certain amendments to the Bylaws.

NOW, THEREFORE, pursuant to and in compliance with Section 55-79.71 B of the Act and Article X, Section 1 of the Bylaws, the Association hereby amends the Bylaws as follows:

a. At the first annual meeting of the Unit Owners Association after the date of recordation of this Amendment, the term of office of three directors shall expire. At the second annual meeting of the Unit Owners Association after the date of recordation of this Amendment, the term of office of four directors shall expire. The term of office of directors elected by the Unit Owners Association after the date of recordation of this Amendment shall be two years.

In the event that the regular election of directors and the election of directors for less than a full two year term shall be conducted at the same meeting of the Unit Owners Association, they shall be conducted as a single election and the directors who shall be elected by the greater number of votes shall be elected for the longest terms then available. Except as provided, in

Return to: Michelle Arroyo  
Rees, Broome & Diaz, P.C.  
8133 Leesburg Pike  
Suite 900  
Vienna, Virginia 22182

BK 9264 0452

BK 9264 0453

Section 5 of this Article III, directors shall hold office until their respective successors shall have been elected by the members of the Unit Owners Association.

Except as modified by this Amendment, all of the terms and provisions of the Bylaws are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By:

Mary Jo Detweiler  
Mary Jo Detweiler, President

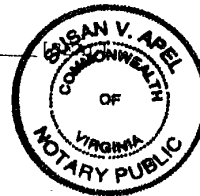
Commonwealth OF Virginia )  
County OF Fairfax ) SS:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that MARY JO DETWEILER, President of RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the Association.

GIVEN under my hand and seal on Sept. 30, 1994.

Susan V. Apel  
Notary Public

My commission expires: May 31, 1996



BK 9264 0454

CERTIFICATION OF UNIT OWNER RATIFICATION

I hereby certify that the requisite majority of the unit owners of condominium units in RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION have ratified this Amendment of Bylaws in accordance with the provisions of the Bylaws and Section 55-79.71D of the Virginia Condominium Act.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

Date 9/20/94

By: Mary Jo Detweiler  
Mary Jo Detweiler, President

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INDEXED

**CIRCUIT COURT OF FAIRFAX COUNTY**  
**COMMONWEALTH OF VIRGINIA**

RECEIPT NBR: LR-94525651 \*\*\*\*\* COPY A \*\*\*\*\* PAGE: 1  
RECORDED TIME: 09:14 DATE RECEIPTED: 10/13/94 DATE RECORDED: 10/13/94  
RECEIPT FOR: BY LAWS

INSTRUMENT NBR:  
94-234148-

REVENUE DESCRIPTION	REVENUE CODE	REVENUE AMOUNT
MISC CLERKS FEE	0315	\$2.00
RECORDATION-CLERK	0301	\$12.00
STATE LIBRARY FEE	0145	\$1.00

TOTAL AMOUNT PAID:		\$15.00
CHECK NBR/HOLD CHECK: 707 ( )	CHECK AMOUNT RECEIVED:	\$15.00
CASHIER ID: WATKINS, VICKI	CASH ( )	CHANGE: \$0.00

1 T. Frey  
Circuit Court

Official Receipt

# RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

6631 WAKEFIELD DRIVE  
ALEXANDRIA, VIRGINIA 22307

- Investment Resolution  
- Bylaw Amendment

## MEMORANDUM

TO: All Unit Owners  
FROM: The Board of Directors  
DATE: August 17, 1993  
RE: Bylaw Amendments

Enclosed you will find a copy of the proposed bylaw amendments, and a Ratification of Amendments. Please review the material carefully and:

1. > RATIFY/CONSENT SEPARATELY FOR EACH AMENDMENT
2. > FILL IN YOUR BUILDING AND UNIT NUMBERS
3. > COMPLETE THE DATE
4. > HAVE ALL UNIT OWNERS SIGN
5. > RETURN TO THE SITE MANAGEMENT OFFICE BY  
FIRST CLASS MAIL, HAND DELIVERY, OR  
DROP IN CORRESPONDENCE BOX LOCATED IN  
EACH LOBBY NEAR THE MAIL ALCOVE

The following information is a brief description of the purpose and reason for proposing each bylaw amendment.

### **Amendment 93-1**

Purpose: To eliminate the requirement that a commercial unit owner must serve on the Board of Directors.

Reason: Commercial owners do not always have time or want to serve on the Board. They can, of course, run for the Board if they want to, but this change would mean that there does not have to be a commercial owner on the Board.

### **Amendment 93-2**

Purpose: To provide that the terms of office of the Board of Directors will be staggered.

Reason: The intent of the original bylaws was to have staggered terms to provide a continuity in leadership. Somehow, with

resignations and elections to fill unexpired terms, the terms got out of time sync. Currently we elect two members one year and five members the next - adopting this amendment will put us back on track and keep this problem from recurring.

#### **Amendment 93-3**

Purpose: (a) Changes the number of days of grace to ten (10) days prior to charging a late fee, and;

(b) To allow the Association to impose interest on delinquent assessment accounts.

Reason: (a) Maybe allowing more time for "lost in the mail" would eliminate some of the delinquencies and the resulting administrative expense.

(b) Delinquent accounts cost money and administration time. We all pay in our condo fees to maintain the property, but some accounts are delinquent. This change will allow for interest on delinquent accounts and help recuperate money and time spent collecting these delinquencies.

#### **Amendment 93-4**

Purpose: To allow the Association to impose interest at the prevailing rate.

Reason: Many other condominiums and businesses observe this policy.

#### **Amendment 93-5**

Purpose: The clarify the policy and the authority of the Board of Directors and the Covenants Committee to levy reasonable charges against unit owners for violations of the Condominium Act and/or bylaws and rules of the Association. This will also allow the Board of Directors to suspend or revoke a unit owner's privileges to use facilities and non-essential services (swimming pool, tennis courts, etc.) if payments are delinquent more than 30 days or if any other violations occur.

Reason: It is not fair for persons who violate the law and the rules of the Association to continue to enjoy the use of the facilities without consequence or paying their fair share. We all pay when some do not follow the rules and pay their share.

It takes 66 2/3% of the ownership to change a bylaw so every consent is very important. Please take the time to ratify and consent.

Thank you!

**FILED**

**OCT 12 1994**

**AMENDMENT TO BYLAWS OF RIVER TOWERS CONDOMINIUM**

**JOHN T. PEY**  
Clerk of the Circuit Court  
of Fairfax County, VA

THIS AMENDMENT is made as of September 30, 1994, by  
RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION ("Association").

**R E C I T A L S:**

WHEREAS, the Declaration establishing River Towers Condominium ("Condominium") in Fairfax County, Virginia, was recorded on September 7, 1979 in Deed Book 5289 at Page 275 among the land records of Fairfax County, Virginia;

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WHEREAS, Article X, Section 1 of the Bylaws permits the Association to amend the Bylaws in accordance with the Act; and,

WHEREAS, the Association has complied with the provisions of Article X, Section 1 of the Bylaws and Section 55-79.71 B of the Act and wishes to make certain amendments to the Bylaws.

NOW, THEREFORE, pursuant to and in compliance with Section 55-79.71 B of the Act and Article X, Section 1 of the Bylaws, the Association hereby amends the Bylaws as follows:

(a) At the first annual meeting of the Unit Owners Association after the date of recordation of this Amendment, the term of office of three directors shall expire. At the second annual meeting of the Unit Owners Association after the date of recordation of this Amendment, the term of office of four directors shall expire. The term of office of directors elected by the Unit Owners Association after the date of recordation of this Amendment shall be two years.

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Section 5 of this Article III, directors shall hold office until their respective successors shall have been elected by the members of the Unit Owners Association.

Except as modified by this Amendment, all of the terms and provisions of the Bylaws are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By: Mary Jo Detweiler  
Mary Jo Detweiler, President

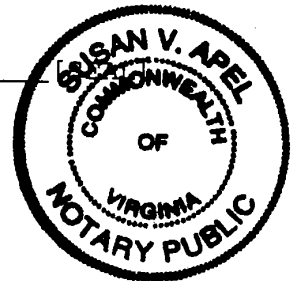
Commonwealth OF Virginia )  
County OF Fairfax ) SS:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that MARY JO DETWEILER, President of RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the Association.

GIVEN under my hand and seal on Sept. 30, 1994.

Susan V. Apel  
Notary Public

My commission expires: May 31, 1996





CERTIFICATION OF UNIT OWNER RATIFICATION

I hereby certify that the requisite majority of the unit owners of condominium units in RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION have ratified this Amendment of Bylaws in accordance with the provisions of the Bylaws and Section 55-79.71D of the Virginia Condominium Act.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

9/30/94  
Date

By: Mary Jo Detweiler  
Mary Jo Detweiler, President

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5289 PAGE 341

RIVER TOWERS CONDOMINIUM Maintenance Responsibilities				
I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Grounds, including all landscaped & paved areas & other improvements thereon lying outside the main walls of the building.	All.	--	--	--
Building, exterior roof, vertical walls, founda- tions.	All, in all regards with certain exceptions expressed elsewhere herein regarding routine cleaning.	--	--	--
Windows.	All which do not serve a unit, in all regards.	--	All, in all regards except routine cleaning.	Routine cleaning.
Doors, main entry to units.	--	--	All surfaces exposed to corridor including door panel, buck, trim & sill, except for doors opening to the outdoors in Commercial Units.	Interior of door panel interior trim. Hardware set including lock & door chime assembly & hinges/ with respect to doors opening to the outdoors in Commercial Units.
Balcony doors.	--	--	In all regards except routine cleaning, latch mechanism and weather- stripping.	Routine cleaning, latch mechanism and weather- stripping.
Balconies patios & railings	--	In all regards except routine cleaning.	--	Routine cleaning.
Screens (balcony and patio doors & windows)	All which do not serve a unit, in all regards.	--	--	All which serve the unit in all respects. Replace- ments to be of same color, grade and style.

Exhibit B to the Bylaws  
Page 1

RIVER TOWERS CONDOMINIUM  
Maintenance Responsibilities

I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Plumbing & related	All maintenance, repair	If any, same as in	Only to the extent that	All portions within a unit.

RIVER TOWERS CONDOMINIUM  
Maintenance Responsibilities

I	II	III	IV	V
ITEMS	GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	LIMITED COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	UNIT COMPONENTS UNDER ASSOCIATION RESPONSIBILITY	CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Plumbing & related systems & components thereof.	All maintenance, repair & replacement of portions of plumbing serving more than one Unit. Water damage to Common Elements or Units other than the one which is the primary source of the problem through negligence of the occupants of such Unit.	If any, same as in Column II.	Only to the extent that a malfunction or threat of same has originated outside the Unit in which the malfunction occurs or may occur.	All portions within a Unit, including fixtures & appliances attached thereto. Water damage to a Unit, when the primary source of such problem is through negligence of the occupants of that Unit.
Electrical & related systems & components except excluding appliances, fixtures & lights serving only one Unit.	All, in all regards.	All, in all regards.	--	All, in all regards, for items serving only one Unit.
Heating & cooling systems & components thereof.	All, in all regards, serving more than one Unit.	If any, same as in Column II.	Fan coil unit in residen- tial Units.	Fan coil unit motors and filters in residential Units; all, in all regards in Commercial Units.
Parking spaces.	All surface parking spaces in all regards.	--	--	--
Storage Cubicles (if any).	All in all regards except routine cleaning.	--	--	Routine cleaning.
Refuse collection system.	All, in all regards.	--	--	--

5289 ME 340

MAINTENANCE RESPONSIBILITIES:

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership.

Column I: Items appearing in this column are illustrative and not exhaustive.

Column II: General Common Elements Under Association Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

Column III: Limited Common Elements Under Association Responsibility. Responsibility for determining the maintenance, repair and replacement requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant, provided, however, that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Components Under Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the General Common Elements and Common Expense items in such a way that a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expenses.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities otherwise expressly provided for.



Resolutions



**FirstService**  
RESIDENTIAL



RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

ADMINISTRATIVE RESOLUTION NO. 07-01

ESTABLISHING A BOOK OF RESOLUTIONS

WHEREAS, Article III, Section 2 of the Bylaws grants the Board of Directors "...all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association..."; and,

WHEREAS, many resolutions of the Board of Directors have been duly enacted but no index exists that provides a complete listing of current resolutions, and no complete compilation of resolutions is easily and conveniently available to Association members for consultation; and,

WHEREAS, the Board of Directors deems it necessary that such a Book of Resolutions should exist for the benefit of all Association members and residents,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following resolution for the creation and maintenance of a Book of Resolutions.

1. A book of resolutions entitled and labeled the "Book of Resolutions" shall be kept in the Association office at 6631 Wakefield Drive for inspection and reading by Association members and residents during normal business hours.

2. The first page of the Book of Resolutions shall be an index page. The index shall list each current resolution contained in the Book of Resolutions by type, number, subject, and effective date. As resolutions are added, revised, or rescinded, the index shall be updated so that the Book of Resolutions will serve as a current reference document for Association members and residents.

3. The Book of Resolutions shall be divided into four sections according to the four types of resolutions adopted by the Board of Directors, defined as follows:

a. Policy Resolutions are those resolutions that relate to regulation of Association members' and residents' rights and obligations, including, but not limited to, rules.

b. Administrative Resolutions are those resolutions that relate to administrative procedures and the internal operation and structure of the River Towers Condominium Unit Owners Association, including, but not limited to, record retention, committee charters and investment policies..

c. Special Resolutions are those resolution that relate to actions relative to compliance with the Association governing document and rules by an owner, including, but not limited to, covenants hearing decisions and unit alteration decisions,




d. General Resolutions are those resolutions that relate to issues which have no long-term effect or are not precedent setting, including, but not limited to, vendor contract approvals and specific instructions to a committee..

4. The Book of Resolutions shall be maintained by the Covenants Committee in coordination with the Secretary of the Board of Directors.

The effective date of this Resolution shall be the 18<sup>th</sup> of JAN, 2007.

RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.

By:   
Phillip Alexander, President

I hereby attest that this Resolution was approved and adopted by the Board of Directors on the 18<sup>th</sup> day of January, 2007, and that a copy of the Resolution was mailed or delivered to the unit owners of River Towers Condominium at their address of record on the 18<sup>th</sup> day of January, 2007.

By:   
Ann Gasser, Secretary

RIVER TOWERS UNIT OWNERS ASSOCIATION  
6631 Wakefield Drive  
Alexandria, Virginia

Resolution type: Administrative No. 09-01

Committee: N/A

Authority: WHEREAS, Article III, Section 2, of the Bylaws grants the Board of Directors with "... all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners."

Whereas, Article III, Section 2(f), of the Bylaws grants the Board the power to "make and amend the Rules and Regulations",

Pertaining to: Communication Among Residents Rule Amended

Duly adopted at the Regular Meeting of the River Towers Unit Owners Association Board of Directors held on April 16, 2009

Resolution effective: April 16, 2009

Funding source: N/A

Motion by: Ms. Mestemaker

Seconded by: Ms. Cooper

**RESOLVED:** To amend the Communication Among Residents rule to state that the Resident to Resident Bulletin Board postings can only be one page.

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Jim Shanahan, President</u>	X			
<u>Andreas Vassilas, Treasurer</u>	X			
<u>Karen Mestemaker, Secretary</u>	X			
<u>Sally Kiefer, Director</u>	X			
<u>David Gallante, Director</u>	X			
<u>Caroline Cooper, Director</u>	X			

ATTESTED BY:

Karen Mestemaker  
Karen Mestemaker, Secretary

10/13/09  
Date

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*Communications Among Residents* Revised 4/19/09

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1. Residents may communicate with each other by posting notices on the laundry room bulletin boards. These notices do not require prior approval of the Board of Directors and may include items for sale or upcoming neighborhood events.
2. Information about Association-sponsored activities may be submitted to the General Manager for posting on the front lobby bulletin boards, space permitting.
3. The Resident-to-Resident bulletin boards in the patio lobbies enable residents to communicate with other residents about matters related to community concerns at River Towers. To post, resident should type the notice that's no more than one page long, include their name, building & unit numbers, and give to the General Manager, who will post it in all three buildings, space permitting.
4. Candidates for election may post campaign information on easel boards in the lobbies, starting two weeks before the annual meeting each year. Candidates wishing to take advantage of this must coordinate with the General Manager. The content and format must conform to the election guidelines that are included in the annual request for Board candidates as established by the Board of Directors.

RIVER TOWERS UNIT OWNERS ASSOCIATION  
6631 Wakefield Drive  
Alexandria, Virginia

Resolution type: Administrative No. 09-04

Committee: N/A

Authority: WHEREAS, Article III, Section 2, of the Bylaws grants the Board of Directors with "... all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners."

Pertaining to: Revoking Parking Privileges of Delinquent Owners

Duly adopted at the Regular Meeting of the River Towers Unit Owners Association Board of Directors held on May 21, 2009

Resolution effective: May 21, 2009

Funding source: N/A

Motion by: Ms. Mestemaker

Seconded by: Mr. Gallante

**RESOLVED:** To advise residents that the Board will be moving forward with revoking parking privileges for residents who are delinquent more than sixty (60) days.

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Jim Shanahan, President</u>	X			
<u>Andreas Vassilas, Treasurer</u>	X			
<u>Karen Mestemaker, Secretary</u>	X			
<u>Sally Kiefer, Director</u>	X			
<u>David Gallante, Director</u>	X			
<u>Caroline Cooper, Director</u>	X			

ATTESTED BY:

Karen Mestemaker  
Karen Mestemaker, Secretary

10/13/09  
Date

RIVER TOWERS UNIT OWNERS ASSOCIATION  
6631 Wakefield Drive  
Alexandria, Virginia

Resolution type: Administrative No. 09-07

Committee: N/A

Authority: WHEREAS, Article III, Section 2, of the Bylaws grants the Board of Directors with "... all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners."

Pertaining to: Authorization for Enforcement of Trespassing and/or Motor Vehicle Laws

Duly adopted at the Regular Meeting of the River Towers Unit Owners Association Board of Directors held on June 10, 2009

Resolution effective: June 10, 2009

Funding source: N/A

Motion by: Ms. Mestemaker

Seconded by: Ms. Kiefer

**RESOLVED:** To accept the Authorization for Enforcement of Trespassing and/or Motor Vehicle Laws on Private Property.

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Jim Shanahan, President</u>	X			
<u>Caroline Cooper, Vice President</u>	X			
<u>Andreas Vassilas, Treasurer</u>	X			
<u>Karen Mestemaker, Secretary</u>	X			
<u>Sally Kiefer, Director</u>	X			
<u>David Gallante, Director</u>		X		

ATTESTED BY:

Karen Mestemaker  
Karen Mestemaker, Secretary

10/13/09  
Date



RIVER TOWERS UNIT OWNERS ASSOCIATION  
6631 Wakefield Drive  
Alexandria, Virginia

Resolution type: Administrative No. 09-08

Committee: N/A

Authority: WHEREAS, Article III, Section 2, of the Bylaws grants the Board of Directors with "... all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners."

Pertaining to: Towing Procedures Revised

Duly adopted at the Regular Meeting of the River Towers Unit Owners Association Board of Directors held on June 10, 2009

Resolution effective: June 10, 2009

Funding source: N/A

Motion by: Ms. Mestemaker

Seconded by: Ms. Cooper

**RESOLVED:** To amend the towing procedures as follows: At midnight the towing company will begin patrolling the resident lots and give a warning ticket of twenty-four (24) hours and then tow.

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Jim Shanahan, President</u>	X			
<u>Caroline Cooper, Vice President</u>	X			
<u>Andreas Vassilas, Treasurer</u>	X			
<u>Karen Mestemaker, Secretary</u>	X			
<u>Sally Kiefer, Director</u>	X			
<u>David Gallante, Director</u>	X			

ATTESTED BY:

Karen Mestemaker  
Karen Mestemaker, Secretary

10/13/09  
Date

RIVER TOWERS UNIT OWNERS ASSOCIATION  
6631 Wakefield Drive  
Alexandria, Virginia

Resolution type: Administrative No. 09-13

Committee: N/A

Authority: WHEREAS, Article III, Section 2, of the Bylaws grants the Board of Directors with "... all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners."

Pertaining to: Board Contact Information

Duly adopted at the Regular Meeting of the River Towers Unit Owners Association Board of Directors held on September 17, 2009

Resolution effective: September 17, 2009

Funding source: N/A

Motion by: Ms. Mestemaker

Seconded by: Ms. Kiefer

**RESOLVED:** To adopt a resolution that Board members do not give out other Board Members contact information.

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Jim Shanahan, President</u>	X			
<u>Caroline Cooper, Vice President</u>			X	
<u>Andreas Vassilas, Treasurer</u>		X		
<u>Karen Mestemaker, Secretary</u>	X			
<u>Sally Kiefer, Director</u>	X			
<u>David Gallante, Director</u>		X		

ATTESTED BY:

Karen Mestemaker  
Karen Mestemaker, Secretary

10/13/09  
Date

**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.**

**BOARD OF DIRECTORS ADMINISTRATIVE RESOLUTION NO. 2017-01**

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

**WHEREAS**, Article III, Section 2(c), of the Bylaws obliges the Board of Directors to provide for the operation, care, upkeep, and maintenance of the Condominium Property and Article III, Section 2(d) authorizes the Board to contract for the maintenance, operation, repair, and replacement of the Common Elements; and,

**WHEREAS**, Article VII, Section 1 of the Bylaws provides that in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board shall arrange for and supervise the repair and restoration of the Buildings (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures, and appliances initially installed therein by the Declarant, and replacements thereof installed by the declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units); and

**WHEREAS**, the Common Element columns and porte cochere areas, as well as the parts of the buildings above the porte cochere areas of all three condominium buildings, including the Units above the porte cochere, require repair and replacement and the costs of which repair and replacement, based on estimates obtained by the Board of Directors, will approach and likely exceed \$9 million dollars; and,

**WHEREAS**, the Association's Reserve Fund for working capital, operations contingencies and replacements is inadequate to fund the necessary repair and replacement of the Common Elements identified above, and, further, that while the Association made a claim against its insurance to cover some if not all of the repairs, the Association's insurance has not yet agreed to repair the damage; and,

**WHEREAS**, the Board of Directors deems it in the best interest of the Association and its Unit Owners to borrow the funds for repairing and replacing the Common Elements identified above; and,

**WHEREAS**, pursuant to Article III, Section 2(n), of the Bylaws, the Board of Directors is empowered to incur debt in a total aggregate amount exceeding \$10,000 for operation, care, upkeep, and maintenance of the Common Elements with the consent of at least two-thirds in number and in Percentage Interest of the Unit Owners at a meeting of the Unit Owners duly called for that purpose; and



**NOW BE IT RESOLVED**

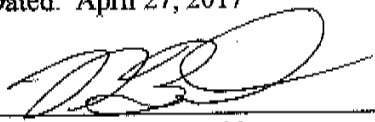
That, the Board of Directors recommends to the Unit Owners of the Association that the Board of Directors be authorized to borrow money that will result in total aggregate indebtedness outstanding exceeding Ten Thousand Dollars (\$10,000) and to a maximum amount of Nine Million Dollars (\$9,000,000.00), provided the amount borrowed is used for the operation, care, upkeep and maintenance of the Common Elements, including the columns and porte cochere areas of all three buildings, as well as the parts of the buildings above the porte cochere areas.

**AND BE IT FURTHER RESOLVED THAT**

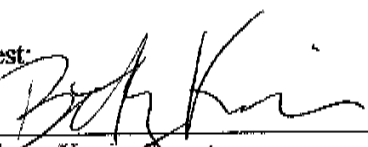
A President shall call a special meeting of the membership for the purpose of seeking the consent of the Unit Owners to borrow money that will result in total aggregate indebtedness outstanding exceeding \$ Ten Thousand Dollars (\$10,000) and to a maximum amount of Nine Million Dollars (\$9,000,000.00), provided the amount borrowed is used for the operation, care, upkeep and maintenance of the Common Elements, including the columns and porte cochere areas of all three buildings, as well as the parts of the buildings above the porte cochere areas.

This Resolution shall effective as of the date of its adoption.

Dated: April 27, 2017

  
\_\_\_\_\_  
Stephen Beach, President

Attest:

  
\_\_\_\_\_  
Bethany Kucia, Secretary

**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.**

**BOARD OF DIRECTORS ADMINISTRATIVE RESOLUTION NO. 2021-1**

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

**WHEREAS**, Article III, Section 2(o), of the Bylaws authorizes the Board of Directors to acquire, hold, and dispose of Condominium Units; and,

**WHEREAS**, pursuant to Article IV, Section 8 of the Bylaws, all agreements, contracts, deeds, leases, checks, and other instruments of the Unit Owners Association for expenditures or obligations in excess of Two Thousand Dollars, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors; and

**WHEREAS**, the Association is the owners of Unit 908, 6641 Wakefield Drive, Alexandria, Virginia 22307 ("Unit 908"), which is a unit in the River Towers Condominium; and

**WHEREAS**, the Board of Directors deems it in the best interest of the Association and its Unit Owners to engage a realtor to market and sell Unit 908; and,

**WHEREAS**, the Board of Directors has authorized and directed the Association's president and treasurer to execute the agreement attached hereto as "Exhibit A" to hire McEneaney Associates to market Unit 908.

**NOW BE IT RESOLVED**

That the Board of Directors deems it in the best interest of the Association and its Unit Owners to sell Unit 908 owned by the Association and to hire a realtor to market Unit 908. The Board of Directors approves the terms of the realtor agreement attached hereto as "Exhibit A" and authorizes the marketing of Unit 908 by McEneaney Associates. The Board further authorizes the Association's president and treasurer to execute the agreement attached hereto as "Exhibit A" on behalf of the Association.

This Resolution shall effective as of the date of its adoption.

Dated: January 28, 2021



Denise Wilburn Davis, President

Attest:

  
Barbara MacDonald, Secretary

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.**

## RESOLUTIONS ACTION RECORDED

**Resolution Type:** Administrative

No. 2021-01

**Pertaining to: Marketing and Sale of Unit 908, 6641 Wakefield Drive**

Duly adopted at a meeting of the Board of Directors held: January 28, 2021

**Motion by:** Kirsten Baldacci

Seconded by: Larry Grewelle

**VOTE:**

YES NO ABSTAIN ABSENT

**Denise Davis**  
President

X \_\_\_\_\_

**Kirsten Baldacci**  
Vice President

X \_\_\_\_\_

**Jeff Wright**  
Treasurer

X

Barbara MacDonald  
Secretary

X

Nancy Buchanan  
Director

**X** \_\_\_\_\_

Larry Grewelle  
Director

\_\_\_\_\_

Director

\_\_\_\_\_

ATTEST:

Barbara L MacDonnell  
Secretary

Jan 28, 2021  
Date

Date \_\_\_\_\_

**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.**

**BOARD OF DIRECTORS ADMINISTRATIVE RESOLUTION NO. 2021-1**

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

**WHEREAS**, Article III, Section 2(o), of the Bylaws authorizes the Board of Directors to acquire, hold, and dispose of Condominium Units; and,

**WHEREAS**, pursuant to Article IV, Section 8 of the Bylaws, all agreements, contracts, deeds, leases, checks, and other instruments of the Unit Owners Association for expenditures or obligations in excess of Two Thousand Dollars, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors; and

**WHEREAS**, the Association is the owners of Unit 908, 6641 Wakefield Drive, Alexandria, Virginia 22307 ("Unit 908"), which is a unit in the River Towers Condominium; and

**WHEREAS**, the Board of Directors deems it in the best interest of the Association and its Unit Owners to engage a realtor to market and sell Unit 908; and,


**WHEREAS**, the Board of Directors has authorized and directed the Association's president and treasurer to execute the agreement attached hereto as "Exhibit A" to hire McEneaney Associates to market Unit 908.

**NOW BE IT RESOLVED**

That the Board of Directors deems it in the best interest of the Association and its Unit Owners to sell Unit 908 owned by the Association and to hire a realtor to market Unit 908. The Board of Directors approves the terms of the realtor agreement attached hereto as "Exhibit A" and authorizes the marketing of Unit 908 by McEneaney Associates. The Board further authorizes the Association's president and treasurer to execute the agreement attached hereto as "Exhibit A" on behalf of the Association.

This Resolution shall effective as of the date of its adoption.

Dated: January 28, 2021

  
Denise Wilburn Davis, President

# RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

## RESOLUTIONS ACTION RECORDED

Resolution Type: Administrative No. \_\_\_\_\_

Pertaining to: Marketing and Sale of Unit 908, 6641 Wakefield Drive

Duly adopted at a meeting of the Board of Directors held: January 28, 2021

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>James W. Davis</u> President	✓	_____	_____	_____
<u>Walter Ballou</u> Vice President	✓	_____	_____	_____
<u>Jeff C. Smith</u> Treasurer/ Secretary	✓	_____	_____	_____
<u>Barbara H. MacDonald</u> Director	✓	_____	_____	_____
<u>Nancy Buchanan</u> Director	✓	_____	_____	_____
<u>Larry Grenville</u> Director	✓	_____	_____	_____
<u>Walter Ballou</u> Director	_____	_____	_____	_____

ATTEST:

Barbara H. MacDonald  
Secretary

1/28/2021  
Date



RIVER TOWERS CONDOMINIUM UNIT OWNERS' ASSOCIATION

POLICY RESOLUTION NO. 88-3

RULES AND REGULATIONS

Relating to Violations of the Condominium Instruments  
and Rules and Regulations

WHEREAS, Section 55-79.53, Code of Virginia, as amended, (commonly known as the "Condominium Act"), charges all Unit Owners and all those entitled to occupy a Unit with compliance with the provisions of the Condominium Act and Condominium Instruments, and provides that "any lack of such compliance shall be grounds for action or suit to recover sums due, for damages or injunctive relief or for any other remedy available at law or in equity, maintainable by the unit owners' association, or by its executive organ or any managing agent on behalf of such association, or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action," and

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

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

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

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

adopted: 7/1/88

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be employed where the Board or a duly appointed Covenants Committee ("Committee") must take action relative to questions of an individual's compliance with the provisions of the Condominium Instruments or Rules and Regulations:

A. Informal Resolution of Alleged Violation

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

With respect to the use of any facility where a violation of the Rules for the use of such facility might endanger life, limb, property or equity of the Association, any agent of the Association may, without further notice, suspend for a period of not greater than seventy-two (72) hours the right of any Owner to use such facility, if a verbal request to cease or correct the violation has not been heeded.

The Association may make initial attempts to secure compliance through correspondence to the Unit Owner which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

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

If the Association undertakes such informal action and it proves unsuccessful, the Association may then proceed to a formal hearing.

B. Formal Hearing

Written Complaint

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

C. Investigation

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

D. Service of Complaint

If preliminary investigation indicates further action is necessary, the Committee shall serve a copy of the Complaint and Notice of Hearing on the Respondent by regular mail and by either of the following means: (1) personal service or (2) by registered or certified U.S. mail, return receipt requested, and addressed to Respondent at the address appearing on the books of the Association. The Complaint shall be accompanied with a postcard or other written form as described in Section F below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the Respondent may



be made in any case, unless the Respondent shall have been served as provided herein.

E. Notice of Hearing

Along with service of the Complaint, the Committee shall serve a Notice of Hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing. The Notice of Hearing sent to the Respondent shall be substantially in the following form but may include other information.

"You are hereby notified that a hearing will be held before the Covenants Committee at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, at the hour of \_\_\_\_\_, upon the charges made in the Complaint served upon you. You may be present at the hearing, but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to cross-examine all witnesses testifying against you."

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

F. Notice of Defense

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

The Notice of Defense shall state that the Respondent may:

- (a) Attend a hearing before the Committee as herein provided;
- (b) Object to the Complaint on the grounds that it does not state the acts or omissions upon which the Committee may proceed;

- (c) Object to the form of the Complaint on the grounds that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare proper defense; or
- (d) Admit to the Complaint in whole or in part. In such event, the Committee shall meet to determine appropriate action or penalty, if any.

G. Amended or Supplemental Complaints

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

H. Constraints on the Committee

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

Prior to the hearing, the Complainant and Respondent may challenge any member of the Committee for cause. In the event of such a challenge, the Board shall meet within ten (10) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the President shall, at that time, appoint another person to replace the challenged member of the Committee for the purpose of this hearing. All decisions of the Board in this regard shall be final provided that any appointee under this paragraph may also be challenged for cause.

I. Hearing

- 1. The Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be a Unit Owner or

a member of the Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. Neither the Complainant or Respondent must be in attendance at the hearing. Generally, hearings are to be conducted at open sessions at which members of the Association may be present; however, at the request of either Complainant or Respondent, the Committee may agree to conduct the hearing in private session.
3. Each party shall have the right to do the following, but may waive any or all of these rights:
  - a. make an opening statement;
  - b. introduce evidence, testimony and witnesses;
  - c. cross-examine opposing witnesses;
  - d. rebut evidence and testimony;
  - e. make a closing statement.

Even if the Complainant and/or the Respondent does not testify in his own behalf, each may still be called and questioned.

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



J. Disciplinary Remedies

Disciplinary action imposed by the Board may include assessing special charges in accordance with the provisions of the Condominium Act. For any non-continuing infraction, a special charge of \$50.00 may be imposed. For a continuing infraction, a special charge of \$10.00 per day may be assessed.

K. Appellate Rights of Unit Owners

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

1. Appeals Petitions

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

(I)(We), \_\_\_\_\_,  
hereby petition the Board of Directors  
to hear an appeal from the decision of  
the Covenants Committee (Application)  
(Case), No. \_\_\_\_\_. (I)(We) further  
understand that within the Association,  
the decision of the Board of Directors  
on rehearing this issue is final.

2. Notice of Appellate Hearing

Notice of Appellate Hearing shall be as in Section E of this Resolution, substituting the words "Covenants Committee" with "Board of Directors".

3. Procedures

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

4. Effect of Decision

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

5. Further Action

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

L. Construction

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

The Board of Directors and Covenants Committee, as appropriate, may determine the specific manner in which the provisions of this resolution are to be implemented, provided that due process is protected. Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process was afforded.

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

1. The Complaint shall be provided to the Respondent.

2. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
3. An opportunity for rehearing shall be available. Basic principles of fairness shall be applied.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

By: Donald McCallister  
Donald McCallister, President  
Board of Directors

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of the River Towers Condominium Unit Owners' Association, this 1<sup>st</sup> day of July, 1988.

This Resolution will become effective thirty (30) days from the date attested hereto.

Gene M. Beaulieu  
Board of Directors, Secretary

DLM:ahs  
0982q



RIVER TOWERS CONDOMINIUM  
RESOLUTION # 38-5

BALCONY COVERINGS

WHEREAS, ARTICLE III, SECTION 2, SUBSECTION (f) OF THE BY-LAWS PROVIDES THAT THE BOARD OF DIRECTORS SHALL "MAKE AND AMEND THE RULES AND REGULATIONS" ON BEHALF OF THE UNIT OWNERS ASSOCIATION, AND

WHEREAS, THE BOARD OF DIRECTORS ACKNOWLEDGES THE RESPONSIBILITY TO AFFECT APPROPRIATE RULES AND REGULATIONS REGARDING THE METHOD AND TYPE OF BALCONY COVERING THAT IS INSTALLED ON ANY LIMITED COMMON ELEMENT BALCONY, AND

WHEREAS, THE BOARD OF DIRECTORS DEEMS IT NECESSARY TO PROMULGATE BALCONY CARPETING RULES AND REGULATIONS THAT ENABLE UNIT OWNERS TO ENJOY THE BALCONY APPURTENANT TO THEIR UNIT, AND

WHEREAS, THE BOARD OF DIRECTORS HAS THE FIDUCIARY RESPONSIBILITY TO TAKE ALL REASONABLE ACTION TO PREVENT STRUCTURAL DAMAGE TO THE LIMITED COMMON ELEMENT BALCONIES.

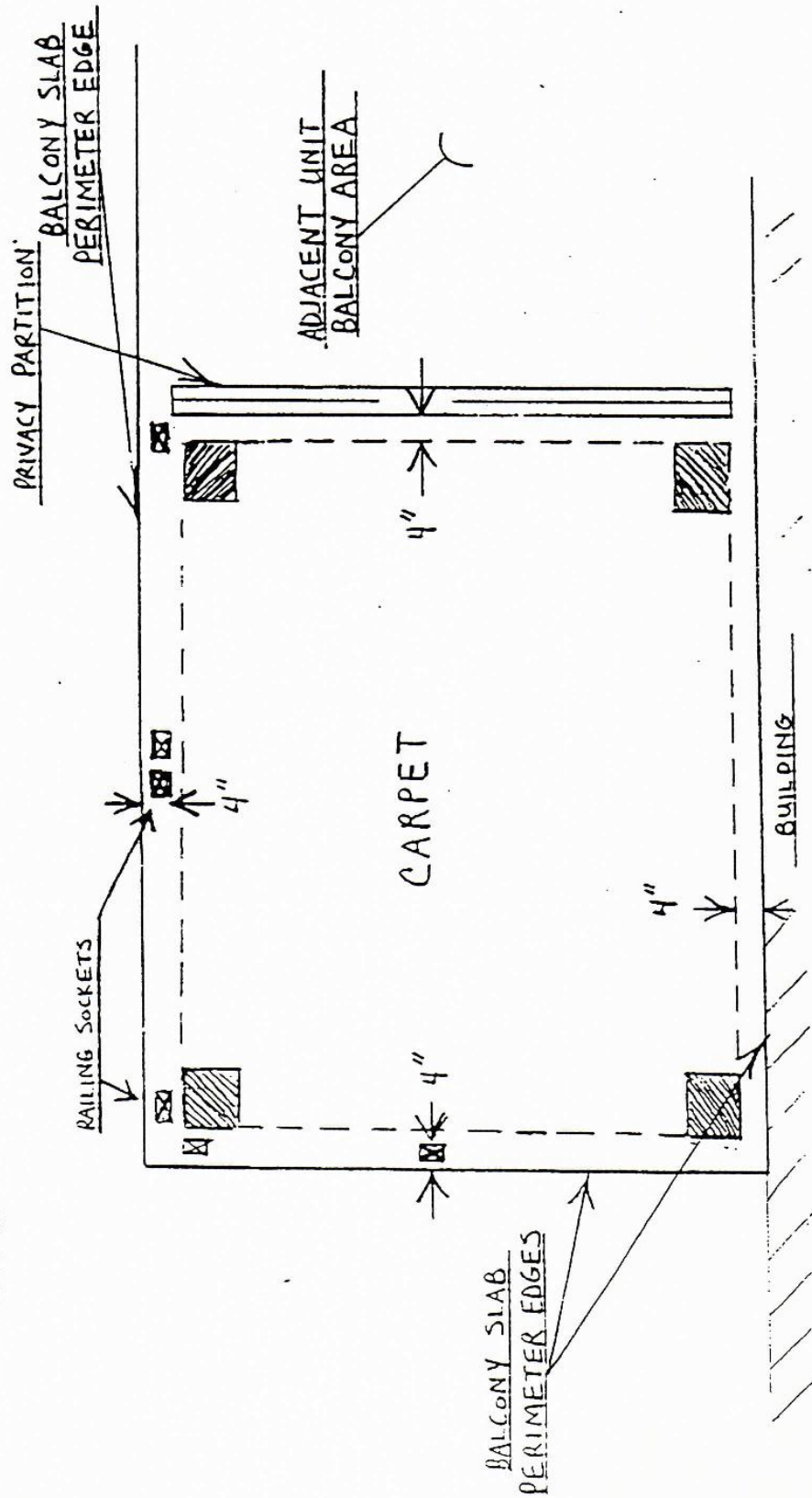
NOW, THEREFORE, BE IT RESOLVED THAT THE RULES AND REGULATIONS FOR BALCONY COVERINGS ARE AS FOLLOWS:

1. BALCONIES MAY BE COVERED BY CARPETING THAT IS FIBER-BACKED, INDOOR/OUTDOOR CARPET ONLY.
2. CARPETING MUST BE INSTALLED SO AS TO LEAVE EXPOSED THE AREA OF THE BALCONY CONCRETE SLAB WHICH IS FOUR INCHES (4") INWARD FROM ALL BALCONY PERIMETER EDGES AND THE PRIVACY PARTITION.
3. CARPETING SHALL BE INSTALLED SO AS NOT TO COME IN CONTACT WITH ANY RAILING OR RAILING SOCKETS.
4. CARPETING SHALL ONLY BE GLUED AT POINTS LOCATED AT THE FOUR (4) CORNERS OF THE CARPET. THE TWO (2) STEP PROCESS APPROVED FOR USE THAT IS COMPATIBLE WITH THE SILANE TREATED BALCONY SLAB INCLUDES: 1) THE APPLICATION OF DOW-CORNING #1200 PRIMER AND 2) THE APPLICATION OF DOW-CORNING #795 SILICONE BUILDING SEALANT/ADHESIVE.

---

SECRETARY, RIVER TOWERS CONDOMINIUM

BALCONY CARPETING  
 TOP-VIEW  
 SINGLE-UNIT DIMENSIONS  
 SCALE:  $\frac{1}{2}'' = 1'-0''$



 - CARPET CORNERS / ADHESIVE LOCATIONS



RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 91-01

REASSIGNMENT OF PROPERTY IN STORAGE SPACES

WHEREAS, Article III, Section 2 of the By-Laws of the River Towers Condominium provides the Board of Directors with the authority to promulgate rules and regulations governing the use of common elements; and

WHEREAS, certain common element storage areas located in Building 6621 and Building 6641 are becoming congested and require a redistribution of space in order to more equitably allocate the areas to individual unit owners and residents; and

WHEREAS, the rules and regulations of the River Towers Condominium Unit Owners Association provide that the storage areas are limited to three (3) square feet of storage space per unit; and

WHEREAS, the amount of space being utilized by many unit owners is in excess of the three (3) square foot limitation.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The storage spaces located within Buildings 6621 and 6641 of the River Towers Condominium will be re-allocated to provide for a maximum of three square feet (3sq.ft.) of space per unit.

2. Each unit owner or resident currently utilizing in excess of three square feet (3sq.ft.) of space, will be sent a written notice stating that they must contact the Building Manager by a specified date to arrange to remove sufficient items to bring the space into conformance with the three square foot (3sq.ft.) limitation.

3. After the date specified in the first notice, if any such property is not reassigned, claimed, or stored pursuant to this Resolution, an additional notice will be sent to the appropriate residents/unit owners giving those residents/owners a final opportunity to retrieve their property by a certain date.

4. If the property is not claimed and removed by the unit owner or resident by the established date and other written arrangements have not been made with the Building Manager, the Association will dispose of the property.

5. The Association does not assume any liability for disposed property and the unit owner/resident will be liable for any disposal charges or related fees.

BE IT RESOLVED this 25 day of March, 1991.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

3/31/91  
Date

By: Rene B. J. Adams  
, President

FOR ASSOCIATION RECORDS

I hereby certify that the above Resolution was duly adopted by the Board of Directors on the 25 day of March, 1991.

4-5-91  
Date

Brian Kimpel  
Secretary/Managing Agent

PSP:mcq:3/21/91  
2628p

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 91-02

NEW RESIDENT INTERVIEW

WHEREAS, Article III, Section 2 of the By-Laws of the River Towers Condominium provides the Board of Directors with the authority to promulgate rules and regulations governing the use of the common elements; and

WHEREAS, pursuant to Section 55-79.53 of the Code of Virginia, as amended, every unit owner and all those entitled to occupy a unit shall comply with all lawful provisions of the Condominium Act and all provisions of the River Towers Declaration, By-Laws and Rules and Regulations; and

WHEREAS, the Board of Directors of the Association of the River Towers Condominium Unit Owners Association deems it to be in the best interest of the Association to require that new residents in River Towers be required to meet with an Association representative, such as the Building Manager, at the time of the individual's initial residency in River Towers.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. All persons who begin residing within River Towers after the effective date of this Policy Resolution will be required to meet with an Association designee, at the time that the individual(s) begin(s) residing in the River Towers Condominium.

2. The purpose of the meeting will be for the Association designee to provide the resident with pertinent information in connection with the River Towers Condominium. Examples of such information may include a synopsis of the River Towers Rules and Regulations, Declaration and By-Laws; information concerning appropriate use of the common areas and the units, pet policies, parking procedures, insurance responsibilities, etc.

3. In addition to general information concerning the rules and regulations of the Unit Owners Association, the Association designee will also provide the resident with information concerning the appropriate individuals who must be contacted in case of emergencies and/or for general information.

4. The new resident, if he or she is a tenant, will be required to present the Association designee with a copy of his or her lease and will be required to sign a statement indicating that the tenant will abide by the covenants and rules and regulations of River Towers. A new unit owner will provide the Association designee with a copy of their settlement statement and mortgagee information.

5. The failure of the Association to provide any or all of the information contemplated by this resolution in no way relieves the residents from complying with all published rules, regulations and recorded covenants.

BE IT RESOLVED this 25<sup>th</sup> day of March, 1991.

RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION



David Adams, President

DATE OF ADOPTION: 3/25, 1991.

The secretary attests that this Policy Resolution was adopted at a duly convened meeting of the Board of Directors of the River Towers Condominium Unit Owners Association.



Secretary, River Towers Unit  
Owners Association

DATE: 4-5-91

PSP:mcq:3/22/91  
2665p



**River Towers Condominium Unit Owners Association  
Investment Policy Resolution  
May 26, 1993**

Policy Resolution # 93-3

**I. OBJECTIVE:**

The investment objective of the River Towers Condominium Unit Owners Association (the Association) is to maximize the rate of return on its invested funds consistent with the primary goal of preserving principal.

**II. AUTHORITIES:**

The Bylaws of the Association convey to the Board of Directors (the Board) the following duties and responsibilities:

- A. Article III, Section 2 (in part) - The Board shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration, or by these Bylaws required to be exercised and done by the Unit Owners Association. The Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration or these Bylaws. The Board shall delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the Managing Agent (as defined in Article III, Section 3 of the Bylaws), if any, which may arise between meetings of the Board as the Board deems appropriate.
- B. Article III, Section 2(e) - Collect the assessments against Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board and use the proceeds to carry out the administration of the property.
- C. Article III, Section 2(g) - Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.
- D. Article IV, Section 7 (in part) - The Treasurer shall have the responsibility for Unit Owners Association funds and securities.
- E. Article V, Section 1(d), as amended (Second Amendment, Paragraph (1), (in part)) - The Board shall build up

and maintain reasonable reserves for working capital, operations, contingencies, and replacements.

### III. INVESTMENT GUIDELINES:

- A. The Board shall maintain all funds in accounts or investment instruments in the sole name of the River Towers Condominium Unit Owners Association.
- B. The Treasurer of the Association will keep the Board apprised as to the status of the investment portfolio and will present recommendations for changes in accounts or instruments as may from time to time be desirable.
- C. The Board may, at its discretion, enlist the assistance of professional Investment Management to advise on current investment opportunities and to carry out the transactions designated by the Board. The Managing Agent and Investment Manager may or may not be the same entity.
- D. The Association shall invest funds in authorized instruments with a maximum term of seven years as listed below. Any other type of investment requires Board approval.
  - 1. Obligations of the United States of America.
  - 2. Certificates of deposit which, including accrued interest, do not exceed the insurance coverage provided by the appropriate Federal agency.
  - 3. Money market funds which invest solely in United States Government backed securities.
- E. The following types of investments and transactions are prohibited:
  - 1. The purchase of preferred or common stock.
  - 2. The opening of marginal accounts or the making of short sales.
  - 3. Transactions including adjusted trading, cash forward agreements to sell, futures contracts, dollar price repurchase agreements, pair-offs, standby commitments.

- F. All interest earned on investments of operating and replacement reserve funds will be reinvested with the funds without delay.

**IV. INVESTMENT INSTRUCTIONS:**

- A. The Treasurer or, in the Treasurer's absence, the President, Vice President, or Secretary, in that order of priority, after consulting with the Budget and Finance Committee, will be authorized by the Board to provide instructions concerning initial investments and reinvestment of the Association funds.
- B. The authorized individual may make investment instructions verbally, followed within 48 hours by written instructions, or by facsimile transmission.
- C. All investment transactions shall be confirmed by the Investment Manager within ten calendar days in a letter to the Treasurer.
- D. Instructions regarding the withdrawal of the Association's reserve funds under control of any Investment Manager shall be conveyed in writing in advance and must be signed by any two of the following officers of the Board: President, Vice President, Treasurer, and Secretary in that order of priority.
- E. In the event of any change in the office or powers of persons hereby authorized to issue investment instructions, the Secretary of the Board shall promptly certify such changes to any Investment Manager in writing.

**V. PERIODIC STATEMENTS:**

- A. The Investment Manager will prepare a monthly statement on each account it is managing for the Association.
- B. 1. Each statement will:
2. reflect all investment activity over the calendar month;
3. show month-end balances;
4. itemize investments by type (certificates of deposit, securities, etc.), including description, maturity date, interest rate, and purchase price for each.
5. itemized charges for services.

- C. Copies of each statement will be delivered to the Treasurer and the Association's Managing Agent by the 10th day of the following month.

**VI. ADDITIONAL RESPONSIBILITIES OF THE INVESTMENT MANAGER:**

- A. Maintain in full force and effect a fidelity bond and insurance of an amount at least equal to the amount of Association funds under investment.
- B. Consult with the Treasurer well in advance of any pending or proposed transaction to recommend and receive Board approval for appropriate action.
- C. Promptly and fully respond to questions posed in writing, by telephone, or in person by the Board through its Treasurer or, in the absence of the Treasurer, the President or Budget and Finance Committee.
- D. Meet at least annually with the Board of Directors and Budget and Finance Committee, and at such other times as may be mutually agreed, to discuss an annual report on investment performance.
- E. Coordinate financial record keeping with the Managing Agent.
- F. Supply such information as may be needed by the accounting firm employed to audit the Association's financial records and prepare income tax returns.

**VII. ADDITIONAL RESPONSIBILITIES OF THE BOARD OF DIRECTORS:**

- A. The Board should maximize return on investments, while assuring that funds are available for withdrawals to cover reserve expenditures.
- B. The Board shall see to it that adequate financial records are kept by the Investment Manager and Managing Agent.
- C. The Managing Agent will provide a written schedule of Board approved expenditures from reserves. The schedule should be updated after each monthly Board meeting and list expenditures anticipated in the following 90 days. Copies should be given to the Treasurer, Budget and Finance Committee, and the investment manager.



- D. The Board of Directors is ultimately responsible for all investment decisions and the objectives indicated herein, except for:
1. Violations by others of any specific guideline set forth in this document.
  2. Actions taken by the Investment Manager which are in violation of applicable laws and regulations.

**VIII. APPROVAL:**

- A. This resolution was duly adopted at a meeting of the Board of Directors of the Association, duly held on the 23 day of April, 1992, at which a quorum was present and acting throughout, and shall be in full force and effect until written notice of the revocation hereof shall be delivered to and received by the Investment Manager.

**For the Board of Directors of River Towers Condominium  
Unit Owners Association**

\_\_\_\_\_  
Paul A. Sicari, President

\_\_\_\_\_  
Mary Jo Detweiler, V. Pres.

\_\_\_\_\_  
Rita Bohnsak, Treasurer

\_\_\_\_\_  
Shirley Brown, Secretary

**RIVER TOWERS CONDOMINIUM**  
**6631 Wakefield Drive**  
**Alexandria, Virginia 22307**

Resolution type: Administrative No. \_\_\_\_\_

Pertaining to: Policy

Duly adopted at the Regular Meeting of the River Towers Condominium Board of Directors held May 27, 1993

Resolution effective: May 27, 1993

Motion by: Ms. Kiefer Seconded by: Ms. Bohnsack

Resolved: To accept the River Towers Condominium Unit Owners Association Investment Policy Resolution dated May 26, 1993, as proposed.

**VOTE**

	YES	NO	ABSTAIN	ABSENT
Paul Sicari, President	X			
Mary Jo Detweiler, Vice President	X			
Rita Bohnsack, Treasurer	X			
Shirley Brown, Secretary	X			
Rose Beck, Director				X
Paul Brauer, Director	X			
Sally Kiefer, Director	X			

Attested by:

Shirley Brown  
Secretary

7/12/93  
Date

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 94 - 1

Relating To Access to Units

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

WHEREAS, the Board of Directors believes it to be in the best interests of the Association and its members and essential to the effective discharge of its responsibilities that management obtain and retain a key to each condominium unit;

WHEREAS, the Board of Directors intends to hereby establish a policy with respect to the retention, regulation and replacement of unit keys provided to it and to assign responsibility for costs and damages in those instances in which it is not furnished with a key to a condominium unit; and

WHEREAS, Article V, Section 9 of the Bylaws creates a right of access to each unit, as provided by Section 55-79.79(a) of the Condominium Act and Article IV, Section 2(b) of the Declaration, to the Board of Directors and the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities.

NOW THEREFORE, the Board resolves that the following procedures for emergency access to units are adopted:

I. EMERGENCY KEYS

A. All unit owners shall provide the Association with a copy of the keys to their unit.

B. If additional locks are added or if locks are changed by a unit owner, the unit owner shall promptly provide the Association with a copy of the keys to such locks.

C. The keys provided to the Association shall be used for entry into any unit only in cases of emergency. "Emergency" includes the fact or threat of fire, flood, or any other condition that might adversely affect the common elements or other units or the health or safety of any occupant. The Association shall not admit visitors, tradesmen or other persons with the emergency keys. It is solely the responsibility of the resident to arrange with these persons for their entry into the

unit through participation in the Courtesy Key Program or otherwise.

D. The following control measures shall become effective upon the adoption of this Resolution:

- I. If an emergency access key is lost by the Association, the lock will be changed and new keys issued at the expense of the Association.
- II. In case of an emergency, the Association shall make a reasonable attempt to contact the resident prior to entering the Unit, if feasible under the circumstances.
- III. If the Association enters a unit from which the resident is absent, the Association will leave written notice of the date, time and purpose of entry, signed by an authorized Association representative.

E. A violation of this Resolution, including a failure to provide the Association with an emergency key, may be proceeded against under Policy Resolution No. 94-1 and the \$55.79.80 of the Virginia Condominium Act.

F. If emergency access to a unit is necessary when no one is at home and the resident has not provided the Association with working keys, the unit owner shall bear all costs related to entry of the unit and damage caused to the unit, another unit and/or the common elements by such entry and by any delay in entering the unit and shall assume any additional liabilities that arise from the emergency.



RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

Release for Participation in Courtesy Key Program

For and in consideration of the benefits derived from my participation in the Courtesy Key Program, I assume all risks and hazards incidental to such participation and do hereby indemnify, release, and hold harmless the River Towers Condominium Unit Owners Association and its Board of Directors, employees, and agents, from any and all claims, demands, damages and causes of action, of whatever kind or nature, whether based on alleged tort or alleged contract or any other legal or equitable theory of recovery of any kind whatsoever, which may arise or hereinafter accrue in connection with my participation in the program.

\_\_\_\_\_  
Unit Owner's Name

\_\_\_\_\_  
Unit Number

Resolution 94-1  
Page Four

BOARD OF DIRECTORS OF THE  
RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By: Mary J. Detweiler  
President

I hereby attest that this resolution was approved and adopted by the Board of Directors on June 30, 1994, and that this resolution was mailed to the address of record of the owners of the River Towers Condominium on this 15th day of July.

This resolution shall become effective September 1, 1994.

Shirley V. Brown  
Secretary

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 94 - 2

relating to extermination services

WHEREAS, Article V, Section 5(a) of the Bylaws assigns to Board of Directors the responsibility for the maintenance of all of the common elements located inside or outside of the units;

WHEREAS, Article V, Section 9 of the Bylaws creates a right of access to each unit, as provided by Section 55-79.79(a) of the Condominium Act and Article IV, Section 2(b) of the Declaration, to the Board of Directors and the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of the respective powers and responsibilities; and

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

WHEREAS, the Board of Directors has determined it is in the best interest of the Association and essential to the effective discharge of its maintenance responsibility to institute a program of routine insect extermination.

NOW, THEREFORE, the Board resolves that the following procedures for extermination of the units shall be adopted:

I. EXTERMINATION

A. Routine insect extermination shall be conducted by an agent of the Board of Directors.

B. The Board of Directors will give prior notice of the date extermination will be conducted in each unit and the need for access to the unit and, to the extent practicable, make arrangements with the resident to gain access.

C. If the resident cannot be available at the time the extermination is scheduled to be conducted in their unit, the resident shall provide a copy of the keys to their unit through the Courtesy Key Program.

D. A violation of this Resolution, including a failure to provide the Board of Directors or its agent(s) access to a unit to perform extermination may be proceeded against under Policy Resolution No. 94-2 and §55-79.80 of the Virginia Condominium Act.

Resolution 94-2  
Page Two

BOARD OF DIRECTORS OF THE  
RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By: Mary Jo Outwater  
President

I hereby attest that this resolution was approved and adopted by the Board of Directors on June 30, 1994, and that this resolution was mailed to the address of record of the owners of the River Towers Condominium on this 15th day of July.

This resolution shall become effective September 1, 1994.

Shirley V. Brown  
Secretary



**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION**

**POLICY RESOLUTION NO. 99-1**

**Establishing Authority to Impose User Fees Against  
Unit Owners Who Fail to Appear For A  
Hearing Requested by the Owners**

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

WHEREAS, Section 55-79.83B of the Virginia Condominium Act provides, in relevant part, that "any other common expense benefiting less than all of the condominium units . . . shall be specially assessed against the condominium unit or units involved, in accordance with such reasonable provisions as the condominium instruments may make for such cases. The executive organ may impose reasonable user fees."

WHEREAS, the condominium instruments contain covenants, rules and regulations binding on all owners and residents; and,

WHEREAS, pursuant to authority contained in the Bylaws, the Board of Directors has established certain rules and regulations with respect to the use and enjoyment of the Condominium; and,

WHEREAS, the Board of Directors has established tribunals for the purpose of conducting due process hearings for unit owners who have been charged with violations of the condominium instruments and rules and regulations;

WHEREAS, there are certain administrative costs associated

with the hearings that are incurred by the Association whether or not a unit owner appears at the hearing;

WHEREAS, the Board of Directors believes that it is in the best interest of the Association to adopt a policy authorizing the Board of Directors to impose user fees against a unit owner who requests a hearing but fails to attend the hearing, in order to minimize the wasteful expenditure of Association resources;

NOW, THEREFORE, the Board of Directors hereby establishes and adopts the following:

1. As permitted by Section 55-79.83B of the Virginia Condominium Act, a user fee shall be assessed against any unit owner who requests a hearing about any complaint or alleged violation of the condominium instruments or rules and regulations but fails to appear for the hearing.

2. The user fees imposed against the unit owner shall be in an amount equal to the actual administrative costs of the hearing, but shall not exceed \$100.00.

3. In the event that user fees are imposed against a unit owner, such fees shall be charged against such unit owner's unit(s) and shall be collectible in the same manner as other assessments.

4. Unit owners may avoid the imposition of user fees by providing reasonable notice to the Site Manager of the fact that unit owner will not be present at the hearing. For purposes of this section, "reasonable notice" shall mean written notice that

is received by the Site Manager at least two business days before the date of the scheduled hearing.

5. In the event that user fees are imposed against a unit owner under this Resolution, the unit owner may appeal such imposition to the Board of Directors.

6. The Board of Directors shall have the discretionary authority to waive the imposition of user fees in any instance.

This Resolution was duly adopted by the Board of Directors this 20<sup>th</sup> day of January, 1999.



RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION

By: John Gaillard  
John Gaillard, President

Susan Madden  
Notary ~~Secretary~~

Embossed Hereon Is My  
Commonwealth of Virginia Notary Public Seal  
My Commission Expires May 31, 2000  
SUSAN MADDEN

#### RESOLUTIONS ACTION RECORDED

Resolution Type: Policy No. 99-1

Pertaining to: User fees for owners who fail to appear for a requested hearing

Duly adopted at a meeting of the Board of Directors held \_\_\_\_\_

January 20, 1999

Motion by: Sally Kiefer Seconded by: Bob Cramp

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>John C. Fullard</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>David Papadimitriou</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Robert M. Lenz</u> Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Caroline Kargi</u> Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Suzanne Green</u> Director	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Bobby Kuper</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Susan Madden  
Secretary Notary

1/20/99

Date



FILE:

Book of Minutes - 1999

Book of Resolutions:

Book No.

Page No.

Policy ☒  
Administrative \_\_\_\_\_  
Special \_\_\_\_\_  
General \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution effective: March 7, 1999.



**RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION 05-02 – Amendment 1**

**(Establishing Rules and Regulations Relating to Lease Registration)**

**RECITALS:**

**WHEREAS**, Article III, Section 2 of the Bylaws of the River Towers Condominium Unit Owners Association ("Bylaws") provides in applicable part that, the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act or the Condominium instruments required to be exercised and done by the Association;

**WHEREAS**, the same Article and Section also provides that the Board of Directors shall have the power to adopt reasonable rules and regulations governing the use of the units and the Common Elements; and

**WHEREAS**, Article V, Section 8(a) (6) of the Bylaws states, in part, as follows:

No residential unit shall be rented for transient or hotel purposes or in any event for an initial period of less than six months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments and Rules and Regulations, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this sub-paragraph, except the restriction against use for hotel or transient purposes, shall not apply to the Commercial Units, the Declarant, or a Mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure.

**WHEREAS**, Article V, Section 8(b) of the Bylaws state, in part, as follows:

Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations, which may be promulgated and amended by the Board of Directors.

**WHEREAS**, Article V, Section 2 provides, in part, that each unit owner(s) shall pay the common expenses, including Limited Common Expenses, assessed by the Board of Directors pursuant to the provisions of V, Section 1 of the Bylaws; and

**WHEREAS**, Article V, Section 1 of the Bylaws defines "Limited Common Expenses" as separately assessed "certain expenses benefiting more than one but less than all of the condominium units generally in accordance with the use of services, as permitted by Section 55-79.83(b) of the Condominium Act and these Bylaws; and

**WHEREAS**, the Association incurs additional administrative costs and expenses for leased units, and is permitted through the Condominium Instruments and Virginia Condominium Act to specially assess the units involved; and

**WHEREAS**, the Board of Directors believes it is in the best interest of the Association to promulgate rules and regulations implementing the provisions of the Bylaws relating to the leasing of units by unit owners.

**NOW, THEREFORE**, the Board of Directors adopts the following regulations for the Association, hereinafter referred to as the "Rules", which shall be binding upon all Unit Owners and their household, their family members, tenants, occupants, invitees, successors, heirs and assigns who currently or in the future may possess any sort of property interest in a unit within the Condominium, and which shall supercede any current regulations of record or previously adopted rules on the same subject matter.

#### **VI. Policy**

- A.** All Unit Owners must register all tenants and other occupants of his or her Unit if the Unit Owner(s) do not reside in the Unit. **For the purposes of this Resolution, the term "tenant" shall include all occupants of a unit in which the owner does not reside.**
- B.** All Unit Owners, who have leased their units to tenants or otherwise permitted the occupancy of their Unit and do not reside in the Unit, must pay an annual Tenant Registration Assessment of Two Hundred dollars (\$200.00) per year.
- C.** All leases must be in writing and conform to the provisions of Article V, Section 8(a) (6) of the Bylaws of the River Towers Condominium ("Bylaws").
- D.** The Unit Owner and Tenant must execute an approved Lease Addendum for any new Lease or the renewal/extension of the current Lease beyond the initial term of the Lease.

#### **II. Registration of Tenants**

- A.** A Unit Owner shall register all tenants residing in his or her unit within ten (10) days of the starting date of the Lease or occupancy.
- B. New Tenant:**
  - 1.** A Unit Owner shall register new tenants and occupants (who are new tenants and occupants that were not residing in the unit as of the date this policy resolution is adopted) by submitting the following documents to the Associations' On-Site Management Office within ten (10) days of the starting date of the term of the Lease.
    - (a) A completed and signed Lease Registration Form (a copy of which is appended here as Exhibit "A").
    - (b) A signed copy of the Lease.
    - (c) A signed copy of the Association's Lease Addendum (a copy of which is appended hereto as Exhibit "B). Which shall be signed and agreed to by all tenants/occupants, without regard to whether they have entered into a lease with the owner)
    - (d) Commencing with the adoption of this resolution and continuing thereafter on an annual basis on August 1st of each year, payment in the amount of Two Hundred and no/100 dollars (\$200.00) for the Tenant Registration Assessment for the current year.

C. Existing Tenant:

1. Notwithstanding paragraphs II. A. above, a Unit Owner shall register all existing tenants **and occupants**, ( who are tenants and occupants that are residing in the unit as of the effective date of this resolution), by submitting the following documents to the Association's On-Site Management Office, within forty-five (45) days of the adoption of this Resolution:

(a) A completed and signed Lease Registration Form (a copy of which is appended here as Exhibit "A")

(b) A signed copy of the current Lease for the Unit.

2. At the expiration of the current Lease or if the current Lease is extended beyond the original term of the Lease, the Unit Owner shall also submit a signed copy of the Association's Lease Addendum (a copy of which is appended hereto as Exhibit "B") The Lease Addendum must be submitted within fifteen (15) days of the date of the expiration of the current Lease.

D. The Association reserves the right to deny the use of the Common Elements (e.g. recreational privileges) to a tenant and his or her family and other occupants of the unit until the following are received (a) signed Lease Registration Form, (b) a signed copy of the Lease, (c) a signed copy of the Association's Lease Addendum, and (d) commencing forty-five days from the date of adoption of this resolution, payment of the Tenant Registration Assessment.

**III. Annual Tenant Registration Assessment**

A. **Beginning on August 1, 2005 and continuing each year on August 1<sup>st</sup> thereafter**, all Unit Owners that have tenants **or occupants** residing in their units must pay an annual Tenant Registration Assessment of Two Hundred and no/100 Dollars (\$200.00). The assessment will offset the additional costs and expenses incurred by the Association relating to the unit being leased to a tenant **or occupied** by a third party.

B **Payments, other than the annual payment for 2005 that is due August 1, 2005 are due on August 1<sup>st</sup>** of each current year for tenants residing in the unit or if applicable, at the time a unit owner registers a new tenant Any payment that is either not received by August 10<sup>th</sup>, 2005, or August 10<sup>th</sup> each year thereafter or within ten days of commencement of a Lease for a New Tenant, shall be considered late and subject to a late charge and the collection procedures contained in Policy Resolution 05-01 of the River Towers Condominium Association, titled Assessment Collection Procedures.

C. A Unit Owner does not have to pay an additional Tenant Registration Assessment for a New Tenant if the Unit Owner has already paid the Tenant Registration Assessment for the then current year.

D. **With respect to Units in which the Owner does not reside**, use of the recreational facilities within the River Towers Condominium is limited to the tenant and/or unit occupants. **the party** entitled to use the recreational facilities and property amenities identified in the Tenant Registration Form



#### IV. Unit Owner's Responsibilities

- A. The Unit Owner shall provide to his or her tenants at the time the Lease is signed copies of the following:
1. The Declaration for River Towers Condominium ("Declaration");
  2. The Bylaws of River Towers Condominium ("Bylaws");
  3. The Rules and Regulations of River Towers Condominium ("Rules and Regulations").

#### V. Tenant's Responsibilities

- A. Tenants and all other occupants of the unit must comply with the Declaration, the Bylaws and the Rules and Regulations.
- B. Failure to comply with the Declaration, Bylaws, or the Rules and Regulations will be considered default under the Lease.

#### VI. Enforcement

- A. If these Rules are violated, the Association reserves all of its legal remedies, including, but not limited to, the right to compel eviction, and the assessment of special charges and/or the suspension of privileges, subject to the due process procedures set forth in 55-79.80:2 of the Code of Virginia, the Declaration, the Bylaws, and the Rules and Regulations.
- B. Payment and collection of the annual tenant Registration Assessment shall be made in accordance with the Bylaws and the Virginia Condominium Act, including without limitation the right reserved to the Board to accelerate payment of the assessments and the right to recover attorney's fees and costs.

This Amended Policy Resolution 05-02 was duly adopted for the Board of Directors on the 15<sup>th</sup> day of Sept 2005.

The effective date of this Amended Resolution shall be the 15<sup>th</sup> day of Sept 2005 and shall supercede any prior Policy Resolutions relating to the leasing of condominium units, if any.

#### **RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.**

By: Denise Davis

Denise Davis, President

I hereby attest that this Amended Policy Resolution was approved and adopted by the Board of Directors on the 15<sup>th</sup> day of Sept 2005, and that a copy of the Resolution was mailed or delivered to the unit owners of River Towers Condominium at their address of record on the 18<sup>th</sup> day of Nov 2005.

By: Lynn G. Beissner

Lynn G. Beissner, Secretary



Exhibit "A"

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.

LEASE REGISTRATION FORM

Please mail or deliver to: River Towers Condominium  
Management Office  
6631 Wakefield Drive  
Alexandria, Virginia 22307

I. Unit Owner Information:

1.	_____	_____	_____	_____
	Last Name	First Name	Daytime Phone	Evening Phone
2.	_____	_____	_____	_____
	Last Name	First Name	Daytime Phone	Evening Phone
3.	_____	_____	_____	_____
	Last Name	First Name	Daytime Phone	Evening Phone

Unit Owner's  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Unit Owner's Emergency Contact:

A. Name: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
C. Daytime Phone: \_\_\_\_\_  
D. Work Phone: \_\_\_\_\_

III. Tenant Information:

_____	_____	_____	_____
Last Name	First Name	Daytime Phone	Evening Phone

(List names of persons named in the Lease)

_____	_____	_____	_____
Last Name	First Name	Daytime Phone	Evening Phone

_____	_____	_____	_____
Last Name	First Name	Daytime Phone	Evening Phone

Tenant's Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant's E-Mail: \_\_\_\_\_

**IV. Resident Information:**

A. Print the names of all persons who will reside in Unit:

_____ Last Name	_____ First Name	_____ Daytime Phone	_____ Evening Phone
_____ Last Name	_____ First Name	_____ Daytime Phone	_____ Evening Phone
_____ Last Name	_____ First Name	_____ Daytime Phone	_____ Evening Phone
_____ Last Name	_____ First Name	_____ Daytime Phone	_____ Evening Phone
_____ Last Name	_____ First Name	_____ Daytime Phone	_____ Evening Phone
_____ Last Name	_____ First Name	_____ Daytime Phone	_____ Evening Phone
_____ Last Name	_____ First Name	_____ Daytime Phone	_____ Evening Phone

B. Motor Vehicles:

_____ (Make and Model)	_____ (State License Plate No)
_____ (Make and Model)	_____ (State License Plate No)

**V. Tenant Emergency Contact**

A. Name of Tenant: \_\_\_\_\_

Designated Contact Person: \_\_\_\_\_  
(Name) (Relationship)

Telephone: \_\_\_\_\_  
Daytime Phone Evening Phone

B. Name of Tenant: \_\_\_\_\_

Designated Contact Person: \_\_\_\_\_  
(Name) (Relationship)

Telephone: \_\_\_\_\_  
Daytime Phone Evening Phone

VI. Tenant's Representations:

By my/our signature(s) below, I/we affirm the following:

A. I/we acknowledge receipt of the Declaration, Bylaws and the Rules and Regulations of the River Towers Condominium and agree to abide by them.

B. The representations made are true and complete.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

VII Unit Owner's Representations:

By my/our signature(s) below, I/we affirm the following:

A. I/we represent that we have provided the tenants with the Declaration, Bylaws and the Rules and Regulations.

B. The representations made are true and correct.

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR MANAGEMENT USE ONLY

Date Received: \_\_\_\_\_

Documents Received:

Approved Signed Lease: ☐ Yes ☐ No

Approved Signed Lease Addendum ☐ Yes ☐ No

Annual Investor Tenant Assessment Received: ☐ Yes ☐ No

Date Completed: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
On-Site Manager

\_\_\_\_\_  
Date

**Exhibit "B"**

**RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.  
LEASE ADDENDUM**

**THIS ADDENDUM** is made to the Lease ("Lease"), dated \_\_\_\_\_,  
200\_\_\_\_, between \_\_\_\_\_ ("Landlord"), and  
\_\_\_\_\_ ("Tenant").

**WITNESSETH THAT:**

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant(s) hereby agree as follows:

**I. Applicability of Condominium Instruments:**

**A. Condominium Instruments and Rules.**

Tenant's right to use and occupy the Condominium unit at \_\_\_\_\_ ("Premises") shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of The River Towers Condominium (collectively the "Condominium Instruments") and to such Rules and Regulations of River Towers Condominium ("Rules and Regulations"), as may from time to time be adopted by the Board of Directors of the River Towers Condominium Unit Owners Association, Inc. ("Association"). Tenant acknowledges receiving a copy of the Condominium Instruments and the Rules and Regulations from Landlord.

**B. Violations.**

1. Any violation of the provisions of the Condominium Instruments or the Rules and Regulations shall constitute a default of the Lease. To correct any violations, the Association shall have the right to take enforcement action against the Landlord, the Tenant, or both, for injunctive relief, damages, or any other remedy available under the law. If the Tenant is in violation of the Condominium Instruments or Rules and Regulations, and the violation is not cured within twenty-one (21) days of the date of certified mail notice of the violation from the Association, the Landlord shall send a notice of eviction upon the Tenant within five (5) days, shall initiate eviction proceedings within forty-five (45) days, and secure eviction within one hundred twenty-five (125) days of the date of written notice from the Association requesting eviction. If the Association has previously served written notice upon the Landlord and Tenant for a violation of the Condominium Instruments and/or the rules and regulations and the Tenant or Landlord cured the violation, and the Tenant intentionally commits a subsequent violation of a similar nature, the Association may demand the Landlord evict the Tenant without providing an opportunity to cure the violation. In addition, if the violation involves a criminal or willful act, which is not remediable and poses a threat to health and safety, the Landlord shall immediately initiate eviction proceedings and shall proceed to obtain possession of the Premises.

2. Landlord hereby assigns to the Association the right to proceed with eviction proceedings against Tenant, at Landlord's expense, in the event Landlord fails to initiate eviction proceedings within forty-five (45) days of the date of a request to do so from the Association pursuant to this provision. Landlord and Tenant acknowledge that the assignment

of the right to pursue eviction for any violation does not confer any obligations of the Landlord upon the Association.

C. Rights Granted.

The tenant shall have a leasehold estate in the Premises for the specified lease term together with a license granting Tenant, for the lease term, Landlord's rights to use the common elements of the Association, provided that Tenant and Tenant's family, household members, guests, invitees, licensees, employees and agents exercise such license in accordance with the provisions of the Condominium Instruments and Rules and Regulations. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

D. Indemnification.

The Tenant shall defend, indemnify and hold harmless Landlord and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorney's fees and costs, incurred as a result of Tenant's occupancy of the Premises or from any non-compliance by Tenant with the provisions of any of the Condominium Instruments, Rules and Regulations, or any other covenant of the Lease.

E. Damage.

The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the common elements and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in courts), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, household members, guests, invitees, licensees, employees or agents.

II. **Uses**

The Premises shall be used solely as a residential dwelling. Tenant shall not use or allow the Premises to be used for any disorderly unlawful purposes or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

III. **Insurance**

Tenant shall do nothing or permit nothing to be done on the Premises, which may contravene any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant and the Landlord shall be jointly and severally obligated to pay such increase.

IV. **Remedies.**

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Condominium Instruments, Rules and Regulations and all applicable laws and are not the Association's sole remedies.



IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on \_\_\_\_\_, 200 \_\_\_\_.

LANDLORD:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature** \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature** \_\_\_\_\_

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Landlord to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

TENANT(S)

Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Tenant or Occupant to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**POLICY RESOLUTION NO. 05-03**

**(Owner and Resident Conduct Toward Staff)**

WHEREAS, Article V, Section 8(e) (3), of the River Towers Condominium Unit Owners Association By-Laws ("Bylaws") prohibits improper or offensive conduct within the Condominium Property; and

WHEREAS, Article V, Section 8(f), of the Bylaws requires all owners and residents to comply with rules and regulations promulgated by the Board of Directors; and

WHEREAS, Article III, Section 2, of the Bylaws empowers the Board of Directors to make and amend rules and regulations; and,

WHEREAS, the Board of Directors has become aware that there have been a number of occasions in which owners or residents have harassed or berated or otherwise treated River Towers employees and staff members improperly or offensively; and

WHEREAS, the River Towers employees and staff are entitled to be treated with respect and appropriate courtesy while discharging their duties and while assisting unit owners and residents and the Board of Directors deems ill treatment of employees and staff to be unacceptable.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. No owner or resident shall berate, harass or otherwise treat any River Towers employee or staff member in an uncivil, discourteous or inappropriate manner. Employees and staff members are authorized to immediately discontinue interacting with any owner or resident who fails to treat them with appropriate civility and shall report to the General Manager in writing any incident in which they believe an owner or resident to have treated them in a manner that violates this rule.
2. In the event the General Manager concludes that an owner or resident may have violated this rule, the violation shall be referred to the Covenants Committee for a determination whether a violation has occurred and, if appropriate, for the imposition of charges or the suspension of the use of facilities or services by the owner responsible for the violation.
- 3.. This Policy Resolution shall take effect within thirty (30) days of the date of adoption.

This Resolution was adopted and approved by the Board of Directors on this 21<sup>st</sup> day of July, 2005.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By: Denise Davis  
Denise Davis, President

### CERTIFICATION

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of the River Towers Condominium Unit Owners Association on this 21st day of July, 2005, and that I caused the managing agent to mail/deliver a copy of the foregoing Resolution to the addresses of record of the Owners.

Lyndy G. Bessie  
Secretary

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## River Towers Condominium Unit Owners' Association

### **Policy Resolution # 2001-1**

#### **Water Fixture Maintenance and Repair**

WHEREAS, Article V, Section 5(b) (1) of the Bylaws of River Towers Condominium requires that, "Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair...[and] each Unit Owner shall be responsible for all damage to ...the Common Elements resulting from his failure to make any of the repairs required by this Section;"

WHEREAS, the Board of Directors has determined in accordance with Article V, Section 8(a) (2) that an Owner's failure to maintain a unit's water-related fixtures and appliances, including, without limitation, faucets, toilets and dishwashers, in good operating condition wastes water, may cause damage to the common elements or other units and results in waste in the Common Elements.

WHEREAS, pursuant to Article V, Section 9 and Article IX, Section 1(e) of the Bylaws, the Unit Owners Association has a right of entry to any Unit and an easement for access in connection with making inspection and any repairs or maintenance for which any Unit Owner is responsible under the Bylaws; and

WHEREAS, the Board of Directors wishes to enact a policy requiring unit owners to maintain their water-related fixtures and appliances in good repair and condition so as to limit wasting water and to limit water bills;

**NOW, THEREFORE, BE IT RESOLVED** that the following policy be and is hereby adopted by the Board of Directors:

1. All Unit Owners shall maintain their unit's water-related fixtures and equipment in good condition and repair. Dripping faucets, running toilets or leaking dishwashers or other fixtures or equipment which leak water are prohibited.
2. The Association may inspect each Unit for leaking or running fixtures after prior notice when excessive water use is indicated in a building by the water bill for that building or by other indications or excessive water use. In the case of flood or other emergency, access may be immediate.
3. The Association shall have the right to inspect a unit's water related fixtures and appliances at any time when the Association's agents are in a unit for other authorized purposes.

4. Upon discovery of a leaking faucet, running toilet or other water related fixture, the Association shall provide the Owner with written notice requiring the Owner to repair the fixture or equipment within 5 business days. The notice shall advise the Unit Owner that:

- specific repairs are needed;
- the Association will exercise its right to enter the Unit to perform the necessary maintenance or repairs after 5 business days, if repairs are not made and proof of repairs provided to the Association;
- the costs of the work will be assessed to the unit and owner;
- an administrative charge of up to \$50.00 will be assessed against the unit and owner for coordinating the repair work.

5. If an owner fails to provide proof of repair to the Association within the five days, after providing the notice in section 4 above, the Association shall enter the unit, make the repair and bill the unit owner for the cost of the material and labor to make the repair, plus an administrative fee of up to \$50.00 for coordinating the repair.

6. The bill shall be treated as an assessment for all purposes.

7. Nothing in this Resolution shall prohibit the application of the bylaws concerning other remedies available to the Association, including, without limitation, the right to recovery of attorney's fees and costs.

8. The Resolution shall become effective on March 1, 2001.

I hereby certify that this Resolution was duly adopted by the Board of Directors of the River Towers Condominium Unit Owners' Association this 18th day of January, 2001; and that a copy of this resolution will be provided to all unit owners.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS' ASSOCIATION

By:

Nicholas J. Kappa 1/26/01  
Nicholas J. Kappa, President



## RIVER TOWERS CONDOMINIUM

### **Policy Resolution #2001 - 3**

#### **IN UNIT SERVICES PROGRAM (IUSP) Relating to Service Performed by Association Personnel Within a Unit**

##### **I. General**

##### **A. Purpose**

The In Unit Service Program is created to provide a convenient and inexpensive minor repair service to homeowners and their authorized agents.

##### **B. Eligibility**

Any Unit Owner, who is and remains in compliance with the Condominium Instruments and the Rules and Regulations of the Condominium and has demonstrated a consistent pattern of timely assessment payment, shall be eligible to participate in the In Unit Services Program. Non-Owner Residents (Tenants) may participate in the In Unit Service Program; however, an authorization form must be completed by the Non-Resident Owner assuming any and all financial responsibilities for such services. In instances where the Non-Resident owner does not provide the necessary authorization only emergency repairs will be permitted at the request of a tenant. Any Unit Owner who is thirty (30) days delinquent in the payment of any assessed fee (monthly Condominium, special assessment, previous maintenance, or any fees assessed against the unit) will be ineligible for the program.

##### **1. Enrollment Requirements**

- a. Completed application form with signature
- b. Assessments against unit are current
- c. Have no unresolved Covenants violations against the unit

C. Transfer of Membership

Membership transfers are not authorized under any circumstances. If new owners wish to be enrolled in the program they must meet all eligible requirements.

D. Services offered

Services offered as part of the In Unit Services Program may include the following:

1. Minor repair and/or replacement of plumbing and plumbing fixtures under the Unit Owner's responsibility, which may include repair or replacement of tub and sink faucets, internal toilet tank parts, or installation of new garbage disposals.
2. Minor wiring and electrical repairs, including ceiling fans.
3. Repair of door mechanisms such as knobs and closers.
4. Addition or changes of lock.
5. Replacement of window screens.
6. Such other minor repair services as shall be authorized by the Site Manager.

The Site Manager is hereby given the authority to determine whether or not the program covers a particular service. The Site Manager may add to or delete service from the In Unit Service Program depending upon Association operational considerations. The Association will not perform any services for which a license or permit is required.

II. Forms and Records to Document the Following:

- A. All requests for repairs and services will be made to the Desk Clerk on duty by the Unit Owner, or another authorized as recorded in writing by the Unit Owner to act on the Owner's behalf. A River Towers Work Order

Form will be written at that time describing the requested work, the person authorizing the work, and other details as necessary to allow staff to perform the requested service, including specific information as to the nature, location and apparent cause of the damage.

B. The individual performing the repair work must sign the form upon completion of the job and must provide adequate detail concerning work carried out. Billing invoices will itemize the directly related costs such as for time/labor and materials. In case of a contractor a work order supplied through their company will substitute for the River Towers Work Order Form, but will be required to contain the same information.

C. In case of an evident emergency, management may make needed repairs prior to a formal request or authorization. The nature of such emergencies must be subsequently described.

D. In cases where a damage report is necessary, the damage report shall address a single incident and must be fully itemized as to time expended, labor costs, materials supplied, etc. Multiple reporting, on a single form, of unrelated jobs will not be permitted.

### III. Work Order Request Procedures

A. Before any work is performed within an individual unit, the Unit Owner or an authorized agent must provide a written request or call in an authorized work order request to the Management Office: 6631 building. Telephone requests, faxes, or emails are accepted. Work order forms will be completed by maintenance personnel based on numerical sequence, except for emergencies.

B. All service requests received will be checked for eligibility by the Management office staff. All valid requests shall:

1. Be from a current member of the In Unit Service Program



2. Not be under Program suspension or have outstanding balances from previous work requests.
3. Be current in all unit assessments.
4. Be of a nature currently being performed under the Program.
5. Be from an authorized individual.
6. Have a convenience key on file. Emergency keys will not be used for routine In Unit Service requests.

A. A copy of the work order will be left in the unit where work was performed explaining services and parts provided as well as man hours accrued. Billing will occur based on this information.

#### IV. Fee Schedule

A. The fee schedule for services is set forth on Schedule A attached to this Resolution. All Unit Owners receiving services under this program during a month will be billed for such service on a schedule established by the Management Office. Payments are due in full upon receipt of bill. No employee of the Association may accept payment for service performed under this program before the billing described had been made to the Unit Owner receiving such services. Charges more than thirty (30) days delinquent shall result in denying future In Unit Services to the unit until the balance is paid. Chronic delinquencies or habitual offenders shall be ineligible to participate in the In Unit Services Program for three (3) months from the date of suspension notification. Charges incurred pursuant to this program will be assessed against the unit as a special assessment and will become a lien against the unit of the Unit Owner as provided for in Section 55-79.84, Code of Virginia, as amended.

**All charges incurred by a tenant will be billed to the Unit Owner. The Unit Owner is responsible for any unpaid bills. The Unit Owner may provide a written authorization designating an Agent to receive invoices for authorized work.**

V. Delegation of Authority to Site Manager

A. In order to effectively administer the In Unit Services Program, the Board of Directors hereby delegates the authority to conduct the In Unit Services Program to the Site Manager. All requests for services under the In Unit Services Program must go through the site Management Office. A written record of all requests under the program must be maintained by the Site Manager and the Property Manager may submit to the Board as part of the regular monthly management report a summary of activities under the program. If an authorized agent of a participating Unit Owner requests services that the Site Manager judges to be unreasonable, the Site Manager shall contact the Unit Owner for further authorization.

VI. Use of Association Employees

A. Association employees may only enter a unit to perform a service under the program upon the instruction and direction of the Management Office and with a written work order in their possession. **Therefore, no Unit Owner may make any direct request of an employee to perform services under this program, and all employees are directed to decline any such request.** Maintenance employees may not "moonlight" and any employee found to be in violation of this requirement is subject to immediate review and possible dismissal.

VII. Work Priorities

A. Except in an emergency where life, limb or property are threatened, the routine work and service to maintain the common elements of the condominium (which are for the benefit of ALL Unit Owners) shall take priority over an individual Unit Owner's request for service under the In Unit Services Program. The Site Manager shall have discretion to schedule work under the In Unit Services Program to meet needs of both the Association and the Unit Owners participating in the In Unit Services Program, in his/her best judgment.



B. While every effort will be made to coordinate work on a schedule that is convenient for the resident, scheduled appointments will not be made on a regular basis.

#### VIII. Changes to the In Unit Services Program

A. The Board of Directors reserves the right to change the Fee Schedule and to add delete or otherwise change any of the services and procedures relative to the In Unit Services Program without prior notice to the Unit Owners.

#### IX. Right to Terminate Program

A. The In Unit Services Program is offered as a benefit and convenience to Unit Owners, and as such, there is no obligation for the Association to continue to offer the services. The Board of Directors reserves the right, therefore, to terminate the In Unit Service Program at any time without notice.

#### X. Indemnification

A. Each Unit Owner and authorized agent, by subscribing to the In Unit Services Program agrees to indemnify and hold harmless the Condominium and its staff from and against any and all damage or claims for damages associated with entry into the Unit or the performance of work requested except in the case of gross negligence or willful misconduct in connection with the In Unit Service Program.

#### XI. Exempt from In Unit Services Program

A. The In Unit Services Program does not include repair or replacement of stoves, refrigerators, dishwashers, or other like appliances. The Management Office has a list available of various contractors who are capable of providing such services to the residents. Included in the contractor list are major appliance vendors, painting and plastering contractors, decorators, carpet and flooring specialists, general contractors, handymen, plumbers and electricians. The list is supplied as a convenience and is not in any way an endorsement of these contractors and vendors or their services.

.....

This resolution shall become effective June 1, 2001 and shall supercede any previously adopted Policy Resolution regarding the In Unit Service Program.

I hereby certify that this Resolution was adopted by the Board of Directors of the River Towers Condominium Unit Owners Association on the 19<sup>th</sup> day of April, 2001: and that a copy of this resolution will be provided to all unit owners.

River Towers Condominium  
Unit Owners Association

By: \_\_\_\_\_  
Nicholas J. Kappa, President

IN UNIT SERVICES PROGRAM  
SCHEDULE A

Labor Cost:

The labor cost for work performed in any unit is charged based on a minimum half hour basis. The minimum charge for any requested visit to a unit will be \$30.00.

TIME	COST
½ hour	\$30.00
Subsequent 15 minute period	\$15.00

Parts and Materials:

Charges for parts and materials are twenty percent (20%) over the costs the Association pays to Suppliers. This is to cover costs associated with overhead expenses.

Residents may provide any required parts and materials. Replacement parts and materials must be of the same style, design and quality as the original. If maintenance is required to make a list of parts needed for the Unit Owner to purchase directly the Unit Owner will be charged for the time spent viewing the repair problem and creating such list.

*Revised August 19, 2010*

Effective Date: June 1, 2001

IN UNIT SERVICES PROGRAM  
ENROLLMENT FORM

Authorization for the In Unit Services Program

(Complete and return to River Towers Management Office, 6631 Wakefield Drive, Alexandria, VA 22307)

Unit Owner Name \_\_\_\_\_

Unit Address \_\_\_\_\_

Home Telephone \_\_\_\_\_

Work Telephone \_\_\_\_\_

Authorized Agent \_\_\_\_\_

Home Telephone \_\_\_\_\_

Work Telephone \_\_\_\_\_

I (we) hereby register for the privilege of the In Unit Services Program adopted by the Board of Directors' resolution dated April 19, 2001. The following terms are agreed to:

The fee schedule in effect at the time of service will be accepted.

All charges incurred under this program will be paid in full at the time billing is rendered. Charges incurred pursuant to this program will be assessed against the unit as a special assessment and will become a lien against the unit of the Unit Owner as provided for in Section 55-79.84, Code of Virginia, 1950, as amended.



The Association is indemnified and held harmless from and against any and all liability for damages or claims associated with entry into the unit or the performance of work requested, except in the case of gross negligence or willful misconduct.

Entrance to the unit is guaranteed upon authorization of a River Towers work order. Failure to provide entrance on the agreed upon date will result in a \$20.00 charge to the Unit Owner.

I (we) have enrolled an authorized agent in the In Unit Service Program and understand that I am liable for any and all charges made under this program.

Please check the appropriate box:

☐ The authorized agent is permitted to order any normal repairs or maintenance totaling \$ \_\_\_\_\_ or under.

☐ The tenant is not authorized to request work under the In Unit Service Program. All work requests must come from the Unit Owner.

I (we) agree to the above terms and conditions.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Date

RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 2001-4 (Amended)

(Confirming Insurance Deductible Responsibility)

WHEREAS, Article III Section 2(j) of the River Towers Condominium Unit Owners Association By-Laws ("Bylaws") requires the Board of Directors to obtain and maintain a single master insurance policy for physical damage for the entire Property; and

WHEREAS, the master insurance policy of the River Towers Condominium Unit Owners Association ("Association") contains a deductible provision under the terms of which the amount of each insured loss paid by the insurance carrier, whether in consequence of loss to the common elements or to any unit, is reduced by a deductible amount; and

WHEREAS, the Board of Directors, having considered all relevant factors, and based upon its business judgment, has determined that an insurance deductible of \$5000.00 is the least that is available at reasonable cost from reputable insurance companies, and accordingly, has obtain insurance with such a deductible and;

WHEREAS, Article V, Section 5(a) of the Bylaws, provides, in part, that the "Board of Directors shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse, or neglect of an Owner)..." of the common elements; and

WHEREAS, Article V Section 5(b) of the Bylaws provides, in part, that "(e) ach Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition, and repair...."; and

WHEREAS, Article IX Section 1 (a) of the Bylaws states that each unit owner shall be liable for the expense of all maintenance, service, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or employees, agents, tenants or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Said liability shall be specially assessed against the unit owner and collected in accordance with Article V of the Bylaws; and

WHEREAS, The Board of Directors deems it to be in the interest of the Association to establish by policy resolution a means for determining, in each instance of casualty damage, the insurance responsibilities of the Association and whether any deductible amount will be borne by the Association or specially assessed to the Unit or Units from which the cause of a loss originates.



NOW, THEREFORE, BE IT RESOLVED THAT:

The following procedures shall apply with respect to the determination whether the deductible amount of each insured loss to the common elements or unit(s) shall be specially assessed to the owner of the unit or units, which cause an insured loss to the common elements or to another unit or units:

1. Owner (s) of the unit (s) from which a loss or damage to the common elements or to any individual unit, including his or her unit, originates shall be liable pursuant to Article V, Section 1 (b) and Article IX, Section 1 (a) of the Bylaws for any amounts deducted by the insurance carrier from the payment made under the master insurance policy of the Association for uninsured loss if the loss occurred as a result of (i) the act, neglect or carelessness of the Owner, (ii) the act, neglect or carelessness of any member of his family or his employees, agents or licensees, and/or (iii) the failure by an Owner to undertake any of the maintenance, repair or replacement required by the Bylaws. Owners are responsible for the proper maintenance of their units irrespective of whether the unit is occupied or leased by the Owner.

2. Owners are responsible for any amounts deducted by the insurance carrier from payments made under the master policy of the Association for insured loss if the loss or damage to his or her Unit and/or appurtenances, originates from his or her Unit and the Owner is required to undertake maintenances, repair and replacement under the Bylaws.

3. Owners shall be held responsible for the act, neglect, negligence or carelessness of their family and their employee, agents and/or licensees.

4. The deductible amount is \$5000.00; however, the Board reserves the right to increase or decrease the deductible amount without notice to the Owners.

5. Any time an Owner reposts to the Association a casualty loss, the General Manager shall make a determination as to (a) whether the damage to the unit was caused by the act, neglect or carelessness of the Owner, and/or the act, neglect or carelessness of the Owner's family, employees, agents or licensees, and (b) whether the damage to the unit (s) may be insurable under the Association's Master Insurance Policy.

6. In the event the General Manager determines that loss or damage to the common elements or any unit (s) in the Association was caused by the act, neglect, negligence, misuse or carelessness of an Owner, or the act, neglect and/or carelessness of his family, employees, agents and/or licensees or as a result of his or her failure to undertake the maintenance or repairs required by the Bylaws, the General Manager shall notify the responsible Owner in writing of the total amount of the damage caused, the date such damage was incurred and/or the deductible amount established under the Association's master insurance policy, if applicable. Such notice shall advise the responsible Owner that he or she will be required to pay the Association the applicable deductible or damages and of his or right of appeal.

7. In the event the responsible Owner disagrees with the determination made by the General Manager, the responsible Owner shall have a period of fifteen (15) days from the date of the notice to appeal the determination of the General Manager to the Board of Directors and, if desired, to request a hearing by the Board of Directors. The Board of Directors shall promptly schedule and conduct a hearing, if requested, and shall furnish the responsible Owner with its decision within thirty-five (35) days after receiving the appeal from the property manager's decision if no hearing is requested, or from the time of hearing, if a hearing is requested.

8. In the event no appeal is taken within 15 days of the determination of the General Manager or the decision of the General Manager is affirmed on appeal by the Board of Directors, the Board of Directors shall specially assess the responsible Owner for the deductible amount and send notice thereafter to the responsible Owner. The special assessment may include all uninsured losses incurred by the Association.

9. In the absence of a determination that an Owner is responsible for any damage to a unit or the common elements, the owner of the damaged unit or the Association, as the case may be, shall be responsible for the costs of all repairs, replacement and restoration that are not paid under the Association's policy of insurance.

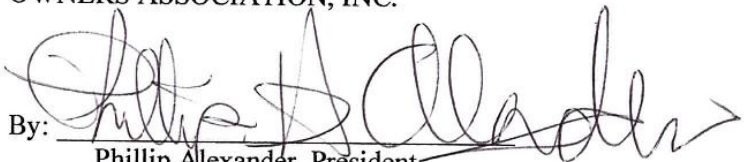
10. The provision of the Bylaws with respect to the payment of all assessments and special assessments, including the provisions for the recovery of costs, interest and attorney's fees shall be fully applicable to any special assessment made pursuant to the provisions of this Policy Resolution.

11. This Policy Resolution shall supercede and replace any and all previous policy resolutions relating to the establishment of responsibility for the insured deductible.

12. This Policy Resolution shall take effect within thirty (30) days of the date of adoption.

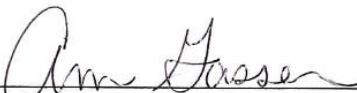
The effective date of this Amended Resolution shall be the 15<sup>th</sup> of Feb, 2007.

RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.

By:   
Phillip Alexander, President

I hereby attest that this Resolution was approved and adopted by the Board of Directors on the 15<sup>th</sup> day of February, 2007, and that a copy of the Resolution was mailed or delivered to the unit owners of River Towers Condominium at their address of record on the 15<sup>th</sup> day of February, 2007.

By: \_\_\_\_\_

  
Ann Gasser, Secretary



# **RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION**

## **POLICY RESOLUTION NO. 2003 - 1**

### **(Record Retention Policy)**

WHEREAS, Virginia Code §55-79.74:1 requires a condominium unit owners association to keep records and, subject to Section C of that Code provision, make those records available for inspection by unit owners in good standing and their authorized agents; and,

WHEREAS, Article III, Section 2, of the Bylaws of the River Towers Condominium Bylaws ("Bylaws") vests the Board of Directors with all of the powers and duties necessary for the administration of the affairs of the Condominium and authorizes it to do all such acts and things as are not expressly reserved to the Unit Owners Association or the Owners; and,

WHEREAS, the Board has determined that it is in the best interest of the Association and its members, to adopt a policy for the maintenance, retention and destruction of the Association's records in order that its members are informed of the records maintained by the Association and available for inspection and copying.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following record retention policy:

#### General Policy

Under the general supervision of the Secretary, management shall maintain a filing system appropriate for the daily use and long-term retention of Association's documents and records, including minutes of all meetings of the Association and the Board of Directors. With the exception of documents and records protected by Section 55-79.74:1.C. of the Condominium Act, all Association documents and records shall be available for inspection in accordance with the provisions of the Condominium Act.

#### Books and Records of the Association

Except as hereafter expressly determined by the Board of Directors, the books and records of the Association shall consist exclusively of the documents enumerated below.

#### Record Retention Policy

The following list shall serve as a guideline for the retention and destruction of books and records of the Association. In the exercise of its business judgment the Board may vary the retention period for any record.

1. The Board must permanently retain the following records:
  - a. Declaration and Bylaws and all amendments

- b. Policy and Administrative Resolutions
  - c. Deeds and other property records
  - d. Federal and State income tax returns
  - e. Personal property tax returns
  - f. State and federal unemployment taxes
  - g. Audit reports
  - h. Minutes of all Board and membership meetings
  - i. Annual Reports
  - j. Formal records of all actions taken by the membership or Board without a meeting
  - k. Record of all actions taken by a committee of the Board in place of the Board, on behalf of the Association
  - l. Association Attorney file
2. The Board shall retain the following records for at least seven (7) years:
- a. Bank statements
  - b. Deposit tickets
  - c. Canceled checks
  - d. General ledgers
  - e. Cash receipts and cash disbursements journals
  - f. Monthly financial statements
  - g. Payroll records
  - h. Employee files
  - i. Management Reports
  - j. Budgets
3. The Board shall retain the following records for at least five (5) years:
- a. Contracts that are no longer active
  - b. Insurance policies that are no longer active
  - c. Vendor invoices
  - d. Proposals

4. The Board shall retain following records for at least three (3) years:
  - a. Bank reconciliation statements
  - b. All written and electronic communications to members by the Association or from members to the Association. The foregoing shall not include communications among members, officers or directors which shall not be maintained among the records of the Association.
  - c. Correspondence or records involving personal injury (retain records from date of alleged injury)
5. The Board shall retain the following records for at least one (1) year
  - a. Correspondence between the Association and the general public

This Resolution was adopted and approved by the Board of Directors on this 21st day of August, 2003.

RIVER TOWERS CONDOMINIUM  
UNIT OWNERS ASSOCIATION

By: Melanie Wallace  
Melanie Wallace, President



**Resolution of the Board of Directors of  
River Towers Condominium Unit Owners Association, Inc.  
Adopting Association Complaint Procedures  
Resolution No. PR 12-01**

WHEREAS, Section 55-530 of the Code of Virginia and the Common Interest Community Ombudsman Regulations (the "Ombudsman Regulations") authorize community associations in Virginia to adopt a written process for resolving complaints from members and citizens (the "Association Complaint Procedures"); and

WHEREAS, the Board of Directors of the River Towers Condominium Unit Owners Association, Inc. desires to adopt procedures that are in compliance with these statutes and regulations;

IT IS THEREFORE HEREBY RESOLVED THAT the Board of Directors adopts the following Association Complaint Procedures:

**1. Initiation, Delivery and Acknowledgement**

1.1 To initiate action under these Association Complaint Procedures, an owner, resident or citizen shall complete and submit the Association Complaint Form attached to these Procedures. The person initiating an Association Complaint is referred to in these procedures as the "Complainant."

1.2 The Association Complaint Form shall be readily available and shall be provided to any person upon request by mail to the General Manager, River Towers Condominium, 6631 Wakefield Drive, Alexandria, VA 22307 or by email to [rivertowers@aol.com](mailto:rivertowers@aol.com).

1.3 An Association Complaint shall concern a matter regarding actions, inactions or decisions by the Board of Directors (the "Board"), the Association's managing agent or the Association that are alleged to be inconsistent with applicable laws and regulations governing common interest communities.

1.4 Initiation of a Complaint pursuant to the Association Complaint Procedures requires a complete Association Complaint Form. If the Association Complaint Form is incomplete, the Association may return it to the Complainant with a request stating what needs to be completed, and processing of the Association Complaint shall not begin until a complete Association Complaint Form is received by the Association.

1.5 The Association Complaint Form shall provide sufficient information to enable the Board to be able to make a determination on the issue(s) raised in the Association Complaint. To the extent the Complainant has knowledge of the laws, regulations or provisions applicable to the Association Complaint, the Complainant shall provide those references. The Complainant shall describe the action or resolution the Complainant is requesting.

1.6 The Complainant shall deliver the Association Complaint Form to the person identified in the instructions in the Association Complaint Form, by the method described in the Association Complaint Form.

## **2. Acknowledgement**

2.1 The Association shall send the Complainant an acknowledgement of receipt of a completed Association Complaint Form within seven days after a completed form is received. Acknowledgment shall be sent by certified mail, return receipt requested or by hand delivery, or by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically. If sent electronically, the Association shall retain sufficient proof of the electronic delivery.

## **3. Additional Information**

3.1 If the Association determines that additional information is needed in order to be able to make a decision on the Association Complaint, it may request that information from the Complainant. The request may be made by any reasonable means deemed appropriate by the Association, including regular U. S. mail, hand delivery, or by electronic means if the Complainant has agreed in writing (including by email) to receive communications regarding the Association Complaint electronically. Complainant shall respond to any such request to the best of Complainant's ability within a reasonable time after receiving such a request. If Complainant does not respond within thirty days, the Board may dispose of the Association Complaint based upon the information available to it.

## **4. Notice of Consideration of Association Complaint**

4.1 When the Association has determined when the matter will be considered by the Board of Directors, notice shall be given to the Complainant of the date, time and location that the Association Complaint will be considered by the Board. The notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or shall be given by electronic means if the Complainant has expressed a preference in writing (including by email) to receive communications regarding the Association Complaint electronically. If sent electronically, the Association shall retain sufficient proof of the electronic delivery. The Association will make reasonable efforts to consider issues properly raised in the Association Complaint within 60 days of receiving all information it considers necessary to make a decision and in any event within 90 days after an Association Complaint is received.

4.2 If Complainant attends a meeting at which the Association Complaint is considered, the Board of Directors may give the Complainant an opportunity to briefly address the Board on the issue(s) raised in the Association Complaint, within reasonable time constraints to be determined by the Board.



## **5. Notice of Final Determination**

5.1 Within seven days after the final determination is made on the Association Complaint, a written Notice of Final Determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant, and sent to the Complainant by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically.

5.2 The Notice of Final Determination shall be dated as of the date it is issued. It shall include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the Virginia Department of Professional and Occupational Regulation (DPOR) registration number of the Association and the name and license number of the common interest community manager.

5.3 The Notice of Final Determination shall include a statement of the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.

## **6. No Appeal Procedure**

6.1 No appeal to any Association party shall be available from the determination set forth in the Notice of Final Determination, and the decision set forth therein shall be the final decision of the Association on the matter set forth in the Association Complaint.

## **7. Record Keeping**

7.1 A record of each Association Complaint filed with the Association, including all documents, correspondence, and other materials related to a decision made pursuant to the Association Complaint Procedures, shall be maintained for no less than one year after the Association acts on the Association Complaint.

## **8. Distribution of Association Complaint Procedures**

8.1 The Association Complaint Procedures shall be readily available to all members of the Association, residents and citizens upon request. Requests for copies of the Procedures and forms can be obtained by contacting General Manager, River Towers Condominium, 6631 Wakefield Drive, Alexandria, VA 22307 or by email to [rivertowers@aol.com](mailto:rivertowers@aol.com).

8.2 The Association Complaint Procedures shall be included as an attachment to the Association resale certificate.

ADOPTED September 20, \_\_\_\_\_, 2012.

BOARD OF DIRECTORS


River Towers Condominium Unit Owners  
Association, Inc.

By:



\_\_\_\_\_  
President

Attest:



\_\_\_\_\_  
Secretary

RIVER TOWERS UNIT OWNERS ASSOCIATION  
6631 Wakefield Drive  
Alexandria, Virginia

Resolution type: Policy

No. 12-01

Committee: N/A

Authority: WHEREAS, Article III, Section 2, of the Bylaws grants the Board of Directors with "... all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners."

Pertaining to: Revised Complaint Procedures

Duly adopted at the Regular Meeting of the River Towers Unit Owners Association Board of Directors held on September 20, 2012

Resolution effective: September 20, 2012

Funding source: N/A

Motion by: Ms. Kiefer

Seconded by: Mr. Julian

**RESOLVED:** To adopt the proposed CIC Complaint Procedures as outlined by the River Towers attorney to meet the Common Interest Community Ombudsman's new regulations that went into effect July 1, 2012.

	VOTE: YES	NO	ABSTAIN	ABSENT
<u>Stephen Beach, President</u>	X			
<u>Thomas Julian, Vice President</u>	X			
<u>Denise Davis, Secretary</u>	X			
<u>Terry Fernandez, Treasurer</u>				X
<u>Sally Kiefer, Director</u>	X			
<u>Bill Nichols, Director</u>	X			
<u>Karen Mestemaker, Director</u>	X			

ATTESTED BY:

Denise Davis  
Denise Davis, Secretary

11/15/12  
Date

# ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors ("Board") of the River Towers Condominium Unit Owners Association, Inc. ("Association") has established this Association Complaint Form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the Board, managing agent or Association inconsistent with applicable laws and regulations.

This form may be sent to the Association

By U. S. Mail to: River Towers Condominium  
Attn: General Manager  
6631 Wakefield Drive  
Alexandria, VA 22307

By email to: [rivertowers@aol.com](mailto:rivertowers@aol.com)

The telephone number of the Manager to whom this form is to be directed is 703-768-3800.

Your Name: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If you are an owner in the Association, please provide the address of the Association property owned:

Your E-mail Address \_\_\_\_\_ Your Phone Number \_\_\_\_\_
 
 Your Contact Preference ☐ Phone ☐ E-mail  
☐ Other

Initial Here -> \_\_\_\_\_ if you would prefer to receive written communications regarding this matter by email rather than by certified mail or hand delivery. **By initialing you agree to send a confirmation of receipt by email to the sender.** Failure to do so may necessitate the Association sending written communication by certified mail or hand delivery in addition to email.

Please legibly describe the Complaint in the area provided below, as well as the requested actions or resolutions of the issues described in the Complaint. Please include references to the specific facts and circumstances at issue and the provisions of applicable laws and regulations that support the Complaint. If there is insufficient space, please attach a separate sheet of paper to this Complaint form. Please write legibly or type below and feel free to attach accompanying sheets. Also, please attach any supporting documents, correspondence and other materials related to the Complaint.

Complaint: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Requested resolution:**

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**Provisions of applicable laws and regulations that support the Complaint:**

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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2014-01**

**PROCEDURES RELATIVE TO ASSESSMENTS**

Relating to collection of routine and special assessments  
and delinquent payments.

**WHEREAS**, the Board of Directors (the "Board") is the Executive Organ of the River Towers Condominium Unit Owners Association, Inc. (the "Association") and, as its fiduciary, is required to enforce the Condominium Instruments in the best interests of the Association equally towards each and every Association member; and

**WHEREAS**, the Board's primary fiduciary duty and responsibility is to protect the Association's assets, the market value of the condominium property, and the quality of life of the residents through the enforcement of the Condominium Instruments; and

**WHEREAS**, Article III, Section 2 of the Association's Bylaws provides that the Board has all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Association; and

**WHEREAS**, Article III, Section 2 of the Bylaws further provides that the Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not be in conflict with the Condominium Act, the Declaration or the Bylaws; and

**WHEREAS**, the Board is charged with the responsibility of collecting assessments for common expenses from Unit Owners pursuant to Article III, Section 2(b) of the Bylaws; and,

**WHEREAS**, Article V, Section 2 of the Bylaws obligates each Unit Owner to pay the Association his or her share of the Association's common expenses; and,

**WHEREAS**, pursuant to Article V, Section 1 (b) of the Bylaws, a Unit Owner may also be responsible for a separate assessment of certain expenses benefiting more than one but less than all of the Condominium Units as authorized by Va. Code Ann. § 55.1-1964; and

**WHEREAS**, Article V, Section 3 of the Bylaws provides that any assessment, or installment thereof, not paid within ten days after due shall accrue a late charge in the amount of \$25.00, or such other amount as may be established from time to time by the Board; and

**WHEREAS**, Article IX, Section 1(b) of the Bylaws states that a Unit Owner shall be responsible for the costs and reasonable attorney's fees as may be determined by the court arising out of any alleged default by a Unit Owner; and



**WHEREAS**, Article IX, Section 1(h) of the Bylaws authorizes the Association to suspend or revoke a Unit Owner's privileges to use facilities and non-essential services for a reasonable period not to exceed the duration of the default or violation; and,

**WHEREAS**, Article II, Section 9 of the Bylaws states that no Unit Owner may vote at any meeting of the Unit Owners Association or be elected to or serve on the Board if the Association has determined that the Unit Owner is in default in the performance of any obligation under the Condominium Instruments; and,

**WHEREAS**, Article IX, Section 2(b) of the Bylaws provides that if a Unit Owner defaults in the timely payment of any two consecutive installments, the remaining unpaid installments of such assessments may be accelerated and declared immediately due and payable in full after notice to such effect upon the defaulting Unit Owner and his/her Mortgagee; and

**WHEREAS**, the Board recognizes the need to create a systematic schedule of procedures for the manner in which staff and financial management deal with delinquent accounts, and further, believes it to be in the best interest of the Association to refer these accounts to the Association's legal counsel for collection so as to minimize the Association's loss of assessment revenue.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors duly adopts the following assessment collection policy and procedures:

**I. ROUTINE COLLECTIONS.**

- A. All installments of the annual assessments for the Association shall be due and payable on the first day of the applicable month, and all special assessments shall be due and payable on the date specified on the notice of special assessment (hereinafter "Due Date") which is due more than ten (10) days after the delivery or mailing of such notice of special assessment to the Unit Owner.
- B. All documents, correspondence, and notices relating to assessments or other charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by a Unit Owner and given to the Secretary of the Association.
- C. Annual assessment installments are due monthly and non-receipt of an invoice for an installment shall in no way relieve the Unit Owner of the obligation to pay the amount due by the Due Date.
- D. Unit Owners may make arrangements with the Managing Agent to pay the monthly assessments through a direct debit program. If Unit Owners choose not to pay the monthly assessments through the direct debit program, they must ensure that the Association receives payment on or before the Due Date.

**II. Remedies for Nonpayment of Assessment**

- A. If any assessment or special assessment installment or payment is not received by the Managing Agent within ten (10) days after the Due Date, the account shall be deemed "in default." The Managing Agent will send a late notice, via regular mail, to Owners in default pursuant to this provision. Simultaneously, notice of the default shall be sent to the Unit Owner's Mortgagee. Additionally, the Board will impose a late fee of thirty five dollars (\$35.00) for any assessment or installment that is not timely paid in full within ten (10) days of the Due Date. These amounts thereafter shall be a part of the continuing lien for assessments as provided for in the Declaration and Bylaws until all sums due, including such late charges, shall have been paid in full.
- C. A Second Late Notice shall be sent by certified mail to the Unit Owners who have not paid their assessments, or installments thereof, in full within thirty (30) days after the Due Date. The Second Notice Letter shall show the amount of past due assessments, late fees, and interest (if any). The Second Notice Letter shall also inform the delinquent Unit Owner that the Unit Owner's privileges, including the privileges to vote, to be elected and serve on the Board, and to use the Association's facilities and non-essential services, shall be suspended if the account is not paid in full sixty (60) days after the Due Date and will remain suspended until the account is paid in full. The Second Notice Letter shall further inform the Unit Owner that, before privileges are suspended, the Unit Owner has the right to a hearing before the Board of Directors and that the Unit Owner has the right to have counsel at the hearing, at his or her own expense. The Second Notice Letter shall further inform the delinquent Unit Owner of the date, time, and location of the hearing before the Board of Directors, which hearing date shall be set no sooner than sixty (60) days after the Due Date. The Second Notice Letter shall be sent to the delinquent Unit Owner by certified mail, return receipt requested at least fourteen (14) days prior to the hearing date. Notification of the Board's decision regarding the suspension of privileges shall be sent to the Unit Owner by certified mail, return receipt requested within seven (7) days of the hearing.
- D. A thirty-five dollar (\$35.00) charge will be imposed for any returned checks. If the Association receives from any Unit Owner in any accounting year two (2) or more returned checks for payment or assessments, the Managing Agent shall require all future payments to be made by certified check or money order.
- E. If a Unit Owner becomes delinquent in the payment of any two consecutive assessments the Unit Owner's account shall be automatically accelerated for the remainder of the fiscal year, without further action by the Board of Directors, upon mailing notice to such effect upon the defaulting Unit Owner and such Unit Owner's Mortgagee.
- F. When a Unit Owner's account is 45 days or more delinquent, the account shall be turned over to legal counsel and legal counsel shall be authorized to record and foreclose on liens and to file civil lawsuits on behalf of the Association to collect all delinquent sums, as well as to take all actions necessary to collect the delinquent assessments. Legal counsel shall also be automatically authorized to accelerate accounts, impose late fees, and take all other actions afforded to the Association by its condominium instruments and the Virginia Condominium Act.



- G. In the event that the Association's legal counsel must file a lawsuit against a delinquent Unit Owner for assessments and late charges, the Association's legal counsel will assert on behalf of the Association a claim for the costs of pursuing collection, including but not limited to, reasonable attorneys' fees, collection costs, and court costs.

**This resolution** shall become effective on July 1, 2021, or as soon thereafter that proper notice is given, and supersedes any prior collection resolutions of the Association. We attest and certify that this Policy Resolution was duly adopted by the required vote of the Board of Directors at a duly noticed meeting of the Board of Directors on the 27 day of May, 2021.

RIVER TOWERS CONDOMINIUM UNIT OWNERS  
ASSOCIATION, INC.

Denise Davis 5/27/21  
Denise Davis, President Date

Barbara MacDonald 5/27/21  
\_\_\_\_\_, Secretary Date

# RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

## RESOLUTIONS ACTION RECORD

Resolution Type \_\_\_\_\_ Policy \_\_\_\_\_ No. \_\_\_\_\_

Pertaining to: Collection of Routine and Delinquent payments

Duly adopted at a meeting of the Board of Directors of River Towers Condominium Unit Owners Association, Inc. held May 27, 2021.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

DIRECTOR/ OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
<i>Denise Davis</i>	President/Director	✓			
<i>Terri Joye Rapp</i>	V.P./Director	✓			
<i>John C. Smith</i>	Treasurer/Director	✓			
<i>Brenda M. Hamilton</i>	Secretary/Director	✓			
<i>Nancy Buchanan</i>	Director	✓			
<i>Larry Grewelle</i>	Director	✓			
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	Director				
	Director				

Resolution Effective, July 1, 2021

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**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION**

**POLICY RESOLUTION NO. 2014-02**

(Establishing Procedures to Ensure Due Process in Enforcement Cases)

**WHEREAS**, Va. Code Ann. § 55-79.53 of the Virginia Condominium Act (the "Act") charges all Unit Owners and all those entitled to occupy a Unit with compliance with the provisions of the Condominium Act and Condominium Instruments, and provides that "[a]ny lack of such compliance shall be grounds for an action or suit to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the unit owners' association, or by its executive organ or any managing agent on behalf of such association, or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action;" and,

**WHEREAS**, Va. Code Ann. § 55-79.80:2 provides the River Towers Condominium Unit Owners Association (the "Association") with the power, to the extent provided in the Condominium Instruments or the Rules and Regulations adopted pursuant thereto, to suspend a unit owner's rights to use facilities or services provided directly through the Association for nonpayment of assessments which are more than 60 days past due and to assess charges against a Unit Owner for violations of the Condominium Instruments, or Rules and Regulations adopted pursuant thereto, for which a Unit Owner or his family members, tenants, guests, or other invitees are responsible; and

**WHEREAS**, Va. Code Ann. § 55-79.80:2 further provides that certain due process procedures must be followed before such charges may be assessed; and

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

**WHEREAS**, Article III, Section 2(a) of the Bylaws further provides that the Board shall have the power to adopt Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; and

**WHEREAS**, Article III, Section 18(b) of the Bylaws provides for the establishment of a Covenants Committee (the "Committee") which serves, in addition to the Board, to regulate the external design, appearance, use and maintenance of the Units and Common Elements; and to issue cease and desist orders to Unit Owners, tenants, guests, or other invitees for any violation of the Condominium Act, Condominium Instruments, or the Rules and Regulations; and



**WHEREAS**, Article III, Section 18(a) of the Bylaws states that the Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution; and

**WHEREAS**, Article IX, Section 1(g) of the Bylaws grants authority to the Board and Covenants Committee to levy reasonable charges against any Unit Owner for any violation of the Condominium Act, Condominium Instruments, or the Rules and Regulations; and

**WHEREAS**, Article IX, Section 1(h) of the Bylaws provides the Board with the authority to suspend a unit owner's privileges to use facilities and non-essential services if the unit owner is delinquent in payment of assessments or for any other violation of the Condominium Instruments or Rules and Regulations; and

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

**NOW THEREFORE**, be it resolved that the following Due Process Procedures are hereby adopted, which procedures shall supersede and replace any previously adopted policies and procedures relating to the same subject.

#### **I. INFORMAL RESOLUTION OF ALLEGED VIOLATION**

1. Any Unit Owner, Management Agent, or officer of the Association has the authority to request that a Unit Owner ceases or corrects any act or omission which appears to be in violation of the Act, the Condominium Instruments, or the Rules and Regulations. Such informal requests should be made, but are not a requirement, before the formal process is initiated. In the case of disputes between Unit Owners or occupants regarding activities within Units, the Association will generally not become involved in the dispute or act on a complaint regarding the dispute unless two or more Unit Owners have complained in writing.

2. If the actions described in Paragraph 1 are unsuccessful, the process set forth herein shall be initiated by the filing of a writing Complaint ("Complaint") with the Management Agent signed by any Unit Owner, occupant Officer or Director of the Association or the Association's Management Agent (hereinafter referred to collectively as "Complainant"). The process contained herein may also be initiated by a vote of the majority of the Board. Upon receipt of an oral complaint, an Incident/Complaint Form shall be completed and thereafter maintained by the Management Agent.

3. The submission of a false complaint, accusing another Unit Owner of a violation or infraction shall be considered a violation of the Condominium Instruments and/or Rules and subject the complaining party to this process.

4. Upon receipt of a Complaint or Incident/Complaint Form from a Complainant, the Board (and/or its designee) shall send an initial notice of citation in writing and shall deliver it by hand or mailed certified, return receipt requested, to the Unit Owner at his/her address listed in the Association's records, or to the Unit address, if no such address has been designated by the Unit Owner. Notification will be deemed effective if any Unit Owner fails or refuses to sign for any registered or certified mailing from the Association.

5. The initial notice of citation shall generally advise the Unit Owner of the nature of the offense and the provision of the Condominium Instruments and Rules which has allegedly been violated, specify the remedy required, and state the number of days within which the Unit Owner must complete corrective action.

6. With respect to the use of any facility where a violation of the Rules for the use of such facility might endanger life, limb, or property, any agent of the Association may, without further notice, suspend for a period of not greater than seventy-two (72) hours the right of the Respondent to use such facility, if a verbal request to cease or correct the violation has not been heeded. A report of such action shall be made immediately to the President, the Committee, and the Management Agent.

7. If needed, the Management Agent shall investigate the alleged violation and, if appropriate, inspect the Unit of the Respondent as promptly as possible. A report of the inspection shall include such information as the date, time, name, and Unit number of the Respondent, details of the inspection and findings regarding the violation. The inspection report shall be provided to the Committee.

8. If the violation is not corrected by the date and time set forth in the written request, the Management Agent shall submit the Complaint, Incident/Complaint Form, any inspection report, the initial notice and all pertinent information to the Committee for further action.

9. The Management Agent shall maintain a copy of all relevant data in the Unit Owner's file.

10. Failure to comply with any of the provisions for the informal resolution of an alleged violation shall not invalidate a formal resolution proceeding or any other actions taken by the Association to resolve the same violation.

## **II. FORMAL RESOLUTION OF ALLEGED VIOLATION**

1. If the informal actions in Section 1 above prove unsuccessful, the formal process, set forth below, shall be initiated.

2. The Committee shall immediately inform the President of the failure of the informal process, the nature of the Complaint, and shall keep the Board fully informed of the Complaint process.



3. If the Unit Owner does not remedy the offense in response to the informal process, the Committee (or its designee) reserves the power to issue a final notice of citation, which shall follow the basic form of the initial notice of citation found in Section 1(4) and 1(5) of this Resolution and include any additional information deemed important by the Committee about the violation.

4. The final notice of citation shall also warn the Unit Owner of the monetary charges that may be imposed or other specific actions that may be taken for the alleged violation of the Condominium Instruments or Rules, and shall inform the Unit Owner of his/her right to request a hearing, and be represented by counsel at any such hearing before the Committee to contest the citation. The Unit Owner shall be responsible for the cost of his or her own counsel. The final notice of citation shall request the Unit Owner to confirm in writing by a certain date his or her desire for a hearing to contest the citation.

5. The Committee (or its designee) shall deliver the final notice of citation by hand or mailed by registered or certified mail, return receipt requested, to the Unit Owner at his/her address listed in the Association's records, or to the Unit address, if no such address is designated by the Unit Owner. Notification will be deemed effective if any Unit Owner fails or refuses to sign for any registered or certified mailing from the Association.

6. If the Unit Owner does not remedy the offense within the number of days stated in the final notice of citation, the Committee shall set the time, date and place of the hearing at its discretion, with reasonable consideration given to the scheduling needs of the Unit Owner. If any party can promptly show good cause as to why he/she cannot attend the hearing on the scheduled date and indicate reasonable times and dates on which he/she is available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date.

8. Written notice of the time, date and place of the hearing and notice of the monetary charges that may be imposed or other specific actions that may be taken for the alleged violation shall be delivered to the Unit Owner by hand or mailed by registered or certified mail, return receipt requested, to the Unit Owner at least fourteen (14) days in advance of the hearing date. At the hearing, the Unit Owner shall be given a reasonable amount of time to present any and all defenses to the citation. The Unit Owner may be represented by counsel at the hearing at the Unit Owner's expense.

9. Following the hearing, the Committee shall meet in executive session to determine whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for any offense of a continuing nature, up to a maximum of 90 days. The Association shall treat monetary charges as an assessment against the Unit Owner's Unit.

11. The Committee may also suspend the right of the Unit Owner and the right of such Unit Owner's household, guests, employees, customers, agents, invitees and tenant and the tenant's guests and invitees to use the Association's facilities and non-essential services for a reasonable period not to exceed the duration of the default or violation of the Condominium

Instruments or Rules and Regulations. The Board may suspend the Unit Owner and the right of such Unit Owner's household, guests, employees, customers, agents, invitees and tenant and the tenant's guests and invitees to use the Association's facilities and non-essential services, including utility services, provided directly through the Association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access for ingress and egress is not precluded and provided that the suspension shall not endanger the health, safety or property of any Unit Owner.

12. The Association (through the Committee's designee) shall advise the Unit Owner of the hearing results in writing delivered by registered or certified mail, return receipt requested, to the Unit Owner at his or her address of record with the Association or to the Unit address, if no such address is designated by the Unit Owner within seven (7) days of the date of the hearing.

### **III. APPEALS**

1. Any party may appeal a final decision of the Committee to the Board. All appeals must be in writing and delivered to the Management Agent by hand or mailed via registered or certified mail, return-receipt requested, within fifteen (15) days of the date of the hearing. The Board shall hear the appeal at its next Board meeting unless reasonable notice of the meeting cannot be provided to the aggrieved party. For the purposes of this paragraph, "reasonable notice" shall mean written notice of the time, place and date of the Board meeting at which the unit owner's appeal will be heard. Such notice shall be delivered to the unit owner by registered or certified mail, return receipt requested at least five (5) days before the Board meeting.

2. The Board may uphold the Committee's decision in its entirety, modify, or reverse such decision.

### **IV. CONSTRUCTION**

1. The Board of Directors reserves the power to hold Unit Owners legally responsible for ensuring that members of their household, and their employees, tenants, guests, agents or invitees comply with the Condominium Instruments and Rules.

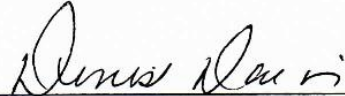
2. The procedures outlined in this Resolution may be applied to all violations of the Condominium Instruments and Rules, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Condominium Instruments, including, but not limited to, the initiation of suit or self-help remedies. The Board of Directors reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice or to its manager or managing agent.

3. Any inadvertent omission or failure to conduct proceedings in exact conformity with this Resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process.




3. This resolution supersedes and replaces any previous resolution establishing due process procedures in enforcement cases as of the Effective Date. The Effective Date of this Resolution is May 1, 2014.

RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION

By:   
\_\_\_\_\_, President

ATTEST:

I, Melanie Wallace, Secretary for River Towers Condominium Unit Owners Association, hereby attest that the foregoing Policy Resolution was adopted by the Board of Directors at a duly-held and noticed meeting on the 24<sup>th</sup> day of April, 2014.

  
Secretary

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION**

**RESOLUTIONS ACTION RECORD**

Resolution Type \_\_\_\_\_ Policy \_\_\_\_\_ No. 14-02

Pertaining to: Procedures To Ensure Due Process in Enforcement Cases

Duly adopted at a meeting of the Board of Directors of River Towers Condominium Unit Owners Association held April 24, 2014.

Motion by: Mr. Julian Seconded by: Ms. Smith

<b>DIRECTOR/ OFFICER</b>	<b>TITLE</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Denise Davis	President/Director	X			
Thomas Julian	V.P./Director	X			
William Nichols	Treasurer/Director	X			
Melanie Wallace	Secretary/Director	X			
Jennifer Smith	Director	X			
Stephen Beach	Director	X			
Caroline Cooper	Director	X			

Resolution Effective, May 1, 2014

76855

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2014-03**

**(Establishing Rules and Regulations Relating to Occupancy of Units)**

**WHEREAS**, Article III, Section 2 of the Bylaws for River Towers Condominium Unit Owners Association, Inc., ("Bylaws") provides that Board of Directors ("Board") shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association; and

**WHEREAS**, Article III, Section 2 of the Bylaws further provides that the Board shall have the power to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the condominium; and

**WHEREAS**, Article V, Section 8(b) of the Bylaws states, in part, that "[e]ach Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors;" and

**WHEREAS**, the Board believes it is in the best interests of the Association and the health and safety of its residents to promulgate Rules and Regulations regarding the registration of its occupants and confirming all occupants' obligation to comply with the Association's Condominium Instruments and Rules and Regulations; and

**NOW, THEREFORE**, the Board of Directors adopts the following regulations for the Association, hereinafter referred to as the "Rules," which shall be binding upon all Owners and their family members, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest subject to Declaration, and which shall supersede any current regulations of record or previously adopted rules on the same subject matter.

1. All Owners have the duty to notify the Association in writing that the unit is occupied by any individuals over the age of 18 who are not owners of record of the unit ("Occupant"). This requirement applies to any Occupant who resides in the unit for more than ten (10) days and is in addition to any requirements established for tenants of units.

2. An Owner shall register all Occupants within twenty (20) days from the start of the Occupant's residency by submitting a completed and signed Occupant Registration Form (a copy of which is appended hereto as **Exhibit "A"**) to the Association's management agent.

3. Notwithstanding Paragraph B above, an Owner shall register all Occupants who are currently residing in his or her unit by submitting a completed and signed Occupant Registration Form (a copy of which is appended hereto as **Exhibit "A"**) to the Association's management agent, within twenty (20) days of the adoption of this Resolution.



4. The Owner must promptly file a written statement with the Association's management agent if the Occupant ceases residing at the unit or if any of the Occupant's information on the Occupant Registration Form changes.

5. The Association reserves the right to deny the use of the recreational facilities to any Occupant until the Occupant Registration Form is submitted to the Association's management agent.

6. The Owner shall provide to his or her Occupant, at the beginning of the Occupant's residency, copies of the following:

- a. The Declaration for River Towers Condominium and any amendments thereto ("Declaration");
- b. The Bylaws for River Towers Condominium Unit Owners Association, Inc. ("Bylaws"); and
- c. The rules and regulations.

7. All Occupants of the unit must comply with all provisions of the Declaration, the Bylaws, and the rules and regulations.


8. Failure to comply with the Declaration, Bylaws, and Rules and Regulations will be considered grounds for terminating the residency in the Unit.

9. If the provisions of the Association's Declaration, Bylaws, or Rules and Regulations are violated, the Association reserves all of its legal remedies, including, but not limited to, the right to suspend privileges and enter the unit to abate any violation found therein.

This Resolution was duly adopted for the Board of Directors on the 18<sup>th</sup> day of September, 2014.

This Resolution shall take effect within thirty (30) days of the date of adoption.

**RIVER TOWERS CONDOMINIUM UNIT OWNERS  
ASSOCIATION, INC.**

By: , President

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION**

**RESOLUTIONS ACTION RECORD**

Resolution Type \_\_\_\_\_ Policy \_\_\_\_\_ No. 14-03

Pertaining to: Rules & Regulations Related to Occupancy of Units

Duly adopted at a meeting of the Board of Directors of River Towers Condominium Unit Owners Association held September 18, 2014.

Motion by: Ms. Smith Seconded by: Ms. Cooper

<b>DIRECTOR/ OFFICER</b>	<b>TITLE</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Denise Davis	President/Director	X			
Thomas Julian	V.P./Director	X			
William Nichols	Treasurer/Director	X			
Melanie Wallace	Secretary/Director	X			
Jennifer Smith	Director	X			
Stephen Beach	Director	X			
Caroline Cooper	Director	X			

Resolution Effective, October 1, 2014

**CERTIFICATION OF PUBLICATION OF ADOPTED RESOLUTION**

I, Melanie Wallace, Secretary of the River Towers Condominium Unit Owners Association, Inc. certify that the foregoing adopted Policy Resolution was published and mailed to all of the Owners.

By: Melanie R. Wallace

## OCCUPANT REGISTRATION FORM

Name of Occupant: \_\_\_\_\_

Name of Owner(s) of Unit: \_\_\_\_\_

Address of Unit ("Premises"): \_\_\_\_\_

\_\_\_\_\_

Address of Owners(s) of Unit: \_\_\_\_\_

\_\_\_\_\_

Occupant's Phone number: \_\_\_\_\_

Owner's Phone number: \_\_\_\_\_

Occupant's Car:      Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

License plate \_\_\_\_\_

The Occupant's and Owner(s)' signatures below indicate that the Occupant and Owner(s) agree to and understand the following:

- Occupant's right to use and occupy the Condominium Unit at \_\_\_\_\_ ("Premises") shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of River Towers Condominium (collectively the "Condominium Instruments") and to such Rules and Regulations of River Towers Condominium ("Rules and Regulations") as may from time to time be adopted by the Board of Directors of the River Towers Condominium Unit Owners Association, Inc., ("Association"). Occupant acknowledges receiving a copy of the Condominium Instruments and the Rules and Regulations from Owner(s).
- Failure to comply with the Condominium Instruments and Rules and Regulations will be considered grounds for terminating the Occupant's residency in the Unit.
- If the provisions of the Condominium Instruments or Rules and Regulations are violated, the Association reserves all of its legal remedies, including, but not limited to, the right to suspend privileges and enter the unit to abate any violation found therein.
- If the Owner(s) do not reside in the unit with the Occupant, the Owner(s) rights to use the recreational facilities of the Association are delegated to the Occupant in accordance with the provisions of the Condominium Instruments and governed by the provisions of the Condominium Instruments and the Rules and Regulations. The Owner(s) retain all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.



- In consideration for the Association allowing the delegation to the Occupant of the right to use the recreational facilities, the Occupant agrees to defend, indemnify and hold harmless Owner(s) and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorney's fees and costs, incurred as a result of Occupant's residency in the Premises or from any non-compliance by Occupant with the provisions of any of the Condominium Instruments and Rules and Regulations.
- The Occupant and the Owner(s) shall be jointly and severally liable to the Association for any damage to the common elements and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in courts), caused by the act, omission, neglect or carelessness of Occupant or that of Occupant's family, household members, guests, invitees, licensees, employees or agents.
- The Premises shall be used solely as a residential dwelling. Occupant shall not use or allow the Premises to be used for any disorderly unlawful purposes or in any manner offensive to others and Occupant shall comply with all applicable laws and ordinances.
- Occupant shall do nothing or permit nothing to be done on the Premises, which may contravene any fire or other insurance policy covering the Premises. If Occupant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Occupant and the Owner(s) shall be jointly and severally obligated to pay such increase.
- These obligations are in addition to those required of a tenant pursuant to the Condominium Instruments, the Rules and Regulations and any applicable Lease Addendum.

Owner(s) signature(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Occupant signature:

\_\_\_\_\_

Date: \_\_\_\_\_

**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION**

**POLICY RESOLUTION NO. 2014 - 04**

(Establishing Procedures Regarding Insect Infestation, Treatment, and Extermination)

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

**WHEREAS**, Article III, Section 2(a) of the Bylaws further provides that the Board shall have the power to adopt Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; and

**WHEREAS**, Article V, Section 5(b)(1) of the Bylaws provides that each

Unit Owner shall keep his Unit and its equipment, appliances and appurtenance in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors for the Managing Agent any defect or need for repairs for which the Board of Directors is responsible; and

**WHEREAS**, Article V, Section 9 of the Bylaws states, in part, that each Unit Owner grants a right of access to his Unit to the Board of Directors or the Managing Agent or any other person authorized by the Board for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit or in a Common Element to which access is obtained through his Unit and threatening another Unit or the Common Elements; and

**WHEREAS**, for the benefit and protection of the Association, and its members, the Board deems it necessary and desirable to establish uniform procedures for addressing and preventing insect infestations, particularly bed bug infestations; and

**NOW THEREFORE**, be it resolved that the following procedures are hereby adopted, which procedures shall supersede and replace any previously adopted policies and procedures relating to the subject.



1. General Prevention: The Managing Agent will maintain and distribute an information sheet, similar to the document attached hereto as **Exhibit A** which outlines general bed bug prevention measures recommended by experts.
2. All residents are obligated to mitigate the impact of any occurrence of insect infestations, particular bed bugs infestations.
3. Maintenance of the Unit: Insects and particularly bed bugs can spread from unit to unit. Unit Owners are responsible for repairing and sealing all wall and ceiling cracks, open/broken holes in walls and ceilings, holes surrounding cable wires from outside, areas around switch plates etc.
4. Notifications and Inspections: Any resident who suspects the presence of insects in their unit, particularly bed bugs, must notify the Managing Agent and fill out a work order immediately. The Managing Agent will arrange an inspection of the unit with a licensed pest control exterminator. If bed bugs are discovered, surrounding units, including those above and below will be notified by the Managing Agent.
5. The Association will annual inspect and treat all units for insects, including bedbugs.
6. Any Unit Owner leasing his or her unit will notify the Managing Agent when a tenant vacates the unit so that the Association may inspect and treat the unit for insects, including bedbugs, before any new tenant or the Unit Owner begins residing in the unit.

#### **Bed Bug Remediation and Extermination:**

1. Bed bugs require a specialized and intensive remediation and extermination process. Residents must not attempt to deal with bed bugs on their own. Management will maintain an approved vendor list of extermination companies that specialize in bed bugs. The Owner of a unit in which bed bugs are suspected after inspection must, within five days of the inspection, arrange, schedule and pay for a professional treatment by an exterminator on the approved vendor list, and must notify the Managing Agent of the scheduled treatment.
2. If, within five days after the inspection, arrangements for treatment by an exterminator have not been made by the Owner, the Managing Agent will make such arrangements, and will pay for and charge back the cost of extermination treatment and related expenses to the Unit Owner.
3. Within five days after the extermination treatment of the unit, the Owner must provide documentation, such as a paid invoice or receipt, to the Managing Agent, showing that treatment was performed.

4. The Owner of a unit in which bed bugs are suspected also is responsible for scheduling the exterminator for a follow up inspection 45 days after the extermination process, to certify that bed bugs are not present. A report of the follow up inspection by the exterminator must be provided to the Managing Agent.
5. Disposal of Infested or Suspected Materials: Items must be enclosed in heavy duty plastic or kept in tied off plastic bags and must be properly disposed of promptly by the Unit Owner.
6. Laundering Items: High heat kills bed bugs at all stages of life. Experts agree that there is very little risk of bed bugs spreading through use of shared laundry machines. Items can also be dry cleaned, which should kill the bed bugs.

This resolution supersedes and replaces any previous resolution establishing due process procedures in enforcement cases as of the Effective Date. The Effective Date of this Resolution is January 1, 2015.

RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION

By: *Denise Davis*  
*Denise Davis*, President

ATTEST:

I, *Melanie R. Wallace*, Secretary for River Towers Condominium Unit Owners Association, hereby attest that the foregoing Policy Resolution was adopted by the Board of Directors at a duly-held and noticed meeting on the 20<sup>th</sup> day of November, 2014.

*Melanie R. Wallace*  
Secretary

## **EXHIBIT A**

Bedbug prevention may be difficult, but it's easier than bedbug treatment. Bedbug treatment is a very involved, time-consuming process.

What are bedbugs? Bedbugs are small, wingless insects that feed on the blood of warm-blooded animals including humans and pets. Their eggs are very small, about the size of a poppy seed. Their larvae are the size of a grain of rice. Adult bedbugs are about a quarter of an inch long, reddish-brown in color, and fairly flat. They live in dark crevices, such as those in mattresses and bed frames. They can also live in other furniture, openings in the floor, or in carpeting.

Many people don't know they have bedbugs. The only way to know for sure is to look for them. Use a flashlight and look in the crevices of your mattress and bed frame. You can check other furniture as well, especially couches and chairs, and the area around your bed. If you find bugs, you'll need to begin a bedbug treatment regime.

### **Prevention**

The following bedbug prevention tips will help you reduce your risk of bedbugs:

- Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Use a plastic cover over your mattress. Bedbugs can't hide on the plastic cover.
- If you purchase used furniture, examine it for bed bugs. Pay special attention to used mattresses and bed frames.
- Check your own bed for bedbugs from time to time. Catching them early will make bedbug treatment easier if bedbugs do occur.
- When traveling, inspect hotel rooms carefully. Use a luggage encasement and travel prevention spray. (see below under recommended products)

### **Treatment**

If bedbug prevention fails and you do wind up with bedbugs, you'll need to treat the infected areas of your home. To begin with, you'll need to identify all infected areas. Use a flashlight and search carefully. If you fail to treat any areas, they will just spread again.

To treat bedbugs, wash all bedding and vacuum as described in the bedbug prevention section. This will eliminate most, but not all, of the bugs.

You will need to apply some sort of pesticide or treatment to the infected area to kill the remaining bugs and prevent a recurrence of the infestation.



**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2017-01**

*(Establishing Procedures Regarding Intrusive Repairs and Structural Alteration, Additions and Improvements to Units)*

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

**WHEREAS**, Article III, Section 2 of the Bylaws further provides that the Board shall have the power to adopt Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; and

**WHEREAS**, Article V, Section 5(b)(1) of the Bylaws provides that:

Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors for the Managing Agent any defect or need for repairs for which the Board of Directors is responsible; and

**WHEREAS**, Article II, Section 3 of the Declaration identifies the boundaries of the Units, which definition identifies the upper boundary as the horizontal plane of the bottom surface of the concrete ceiling slab, the lower boundary as the horizontal plane of the top surface of the concrete floor slab, and the vertical boundary as the outermost surfaces of the plasterboard walls; and

**WHEREAS**, Article V, Section 7 of the Bylaws states that unit owners must have the prior written consent of the Board of Directors prior to making any structural alteration, additions, or improvements to the Unit; and

**WHEREAS**, Article IX, Section 1(a) of the Bylaws provides that each unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, to the extent that such expense is not covered by the proceeds of insurance; and

**WHEREAS**, for the benefit and protection of the Association, and its members, the Board deems it necessary and desirable to establish uniform procedures for addressing and preventing damages caused by unit owners and/or their contractors in the course of conducting repairs and structural alterations, additions, or improvements to the Unit.

**NOW THEREFORE**, be it resolved that the following procedures are hereby adopted, which procedures shall supersede and replace any previously adopted policies and procedures relating to the subject.

1. Prior to making any structural alterations, additions, or improvements to a Unit and prior to making any repairs or non-structural alterations, additions, or improvements to a Unit that necessitate actions beyond the boundaries of the Unit, a Unit Owner must submit an application to the Board of Directors, identifying the plans and details of the structural alterations, additions, or improvements or repairs, any contractor conducting such work, and licensing information for such contractor. Additionally, all contractors must provide a Certificate of Insurance listing the Association as additional insured. The Unit Owner must also submit the fully completed Indemnification and Hold Harmless Agreement attached to this Resolution as "Exhibit A." **Included here are all alterations, additions, changes or improvements that relate to electrical and plumbing services, all of which have the potential to be disruptive or other residents.**

2. The Board of Directors may request additional information as needed to supplement the information provided in the written application from the Unit Owner. The written application shall not be considered complete until such time as the Board is satisfied that it has all the information it needs.

3. Once the Board of Directors is satisfied that it has a complete application, the Board shall determine whether or not to approve the application. The Board shall act upon a complete application within forty-five (45) days of such application being completed. The Board will make every effort to review applications as quickly as possible, understanding that meetings are monthly. The Board may, at its discretion, delegate review of requests to engineering staff, who have expertise in the areas to be considered.

4. If the Board approves the proposed structural alterations, additions, or improvements or repairs or non-structural alterations, additions, or improvements to a Unit that necessitate actions beyond the boundaries of the Unit, the Unit Owner must complete the proposed scope of work within forty-five days. Once a date or dates of work is/are selected, the Unit Owner must inform management of the schedule for the work, including dates and times of work, at least one week in advance of the work's start date, so that it can notify adjacent Units of the dates and times the work is to be performed. Work requiring a longer time frame should be noted as part of the application, so that approval of the work can potentially include a longer window within which to complete work. If it becomes necessary for an Owner to delay or defer approved work, he/she should alert the Board, who will determine if the approval will remain in effect for a longer duration. It shall be the Owner's duty to keep management abreast of all dates contractors will be present in the Unit, at least one week prior to the work commencing, in any event.



5. Once management receives dates certain for the approved project, it will notify adjacent Unit Owners of the dates during which the work will occur by placing a hang tag on the Unit door.

6. While contractors are present in the Unit, relevant work permits shall be posted on the Unit door.

7. In the event that the Unit Owner or its contractor causes damage to the Unit, other Units, or the Common Elements, the Unit Owner and its Contractor shall be jointly and severally liable for the expense of all maintenance, repair or replacement to the Unit, other Units or the Common Elements not covered by the proceeds of insurance.

8. This resolution does not change the duties imposed on Unit Owners or the Association for maintenance, repair and replacement under the Association's condominium instruments.

9. This resolution shall be effective upon its adoption.

This resolution shall become effective on July 1, 2021, or as soon thereafter that proper notice is given, and supersedes any prior resolutions of the Association related to intrusive repairs and structural alterations. We attest and certify that this Policy Resolution was duly adopted by the required vote of the Board of Directors at a duly noticed meeting of the Board of Directors on the 27 day of May, 2021.

RIVER TOWERS CONDOMINIUM UNIT OWNERS  
ASSOCIATION, INC.

Denise Davis 5/27/21  
Denise Davis, President Date

Barbara Mandmald 5/27/21  
\_\_\_\_\_, Secretary Date

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type \_\_\_\_\_ Policy \_\_\_\_\_ No. \_\_\_\_\_

Pertaining to: Intrusive Repairs and Structural Alterations

Duly adopted at a meeting of the Board of Directors of River Towers Condominium Unit Owners Association, Inc. held May 27, 2021.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

DIRECTOR/ OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
Denise Davis	President/Director	✓			
Jennifer Smith	V.P./Director	✓			
<del>Jeff Smith</del>	Treasurer/Director	✓			
Barbara Macdonald	Secretary/Director	✓			
Nancy Buchanan	Director	✓			
Larry Shervette	Director	✓			
	Director				
	Director				
	Director				

Resolution Effective, July 1, 2021

## EXHIBIT A

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ (“Owner”) of \_\_\_\_\_ (“Unit”) and \_\_\_\_\_ (“Contractor”) and the River Towers Condominium Unit Owners Association, Inc. (the “Association”).

## RECITALS

- R1. The Owner is the owner of the Unit within the River Towers Condominium.
- R2. The Owner is responsible for the maintenance, repair, replacement and operation of the Unit.
- R3. The Owner has contracted with the Contractor to make certain alterations, additions, or improvements to the Unit or to make certain repairs to the Unit, which may impact and/or damage the Common Elements or other Units in the event of accident or error. A copy of the plans and details for the alterations, additions, improvements or repairs is attached hereto as “Exhibit A.”
- R4. The Association is willing to approve the alterations, additions, or improvements to the Unit and/or the repairs, which may go beyond the Unit boundaries into the Common Elements, but only upon the terms and subject to the conditions set forth below, which terms and conditions are acceptable to the Owner and the Contractor.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Owner and Contractor agree as follows:

1. Upon written approval by the Board of Directors of the plans and details in Exhibit A, delivery to the Association of a copy of the contractor’s Certificate of Insurance listing the Association as additional insured, and full execution of this Hold Harmless and Indemnification Agreement, the Association will allow the Owner and Contractor to conduct the alterations, additions, improvements, or repairs identified in Exhibit A. Additionally, it is the Owner’s duty to notify management of all dates the work is scheduled to be completed at least one week in advance of the work’s commencement.
2. The Owner and Contractor covenant and agree that they will be jointly and severally liable for the expenses associated with any and all damages caused to the Association, other Units and/or the Common Elements as a result of the alterations, additions, improvements, or repairs identified in Exhibit A.

3. The Owner and Contractor hereby agree to indemnify, defend, and hold harmless the Association, its officers, agents, servants, employees, successors and assigns, and further agrees to indemnify and hold harmless, any members, tenants, guests, licensees and invitees of the Association or any unit owners, from and against any and all claims, suits, judgments, damages, or causes of action of any kind, nature, or description whatsoever, including any and all costs, attorney's fees and expenses arising from any such claims, suits, judgments, damages, causes of action, or from the Contractor's performance of the scope of work identified in Exhibit A, as well as any actions or inactions by any of the Contractor's agents, servants, employees, guests, contractors, subcontractors, invitees and those doing business with the contractor or subcontractors.

4. The Contractor hereby acknowledges and agrees that it maintains liability and property damage insurance that will cover the cost of any damages caused to the Association, other Units and/or the Common Elements as a result of the alterations, additions, improvements, or repairs identified in Exhibit A. The Contractor agrees to post a copy of its work permit to the Unit's door while the work is being completed.

5. The Owner hereby acknowledges and agrees that it maintains liability and property damage insurance that will cover the cost of any damages caused to the Association, other Units, and/or the Common Elements as a result of the alterations, additions, improvements, or repairs identified in Exhibit A.

IN WITNESS WHEREOF this Agreement has been executed as of the date first above written.

OWNER

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2021-01**

*(Establishing Procedures for Electronic Meetings and Electronic Voting, Notices, and Proxies)*

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

**WHEREAS**, Article III, Section 2(a) of the Bylaws further provides that the Board shall have the power to adopt Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; and

**WHEREAS**, Article II, Section 9 of the Association's Bylaws ("Bylaws") recognizes the Unit Owner's right to vote at the Association's meetings and is silent on the subject of electronic voting; and,

**WHEREAS**, Article II, Section 10 of the Association's Bylaws states that a Unit Owner Vote may be cast in person or by proxy granted to another Unit Owner, the Declarant, a Mortgagee, or a lessee of such Unit Owner's Unit, or in the case of a non-resident unit Owner, his attorney or management agent; and,

**WHEREAS**, Va. Code Ann. § 55.1-1935(A) provides that any notice, signature, vote, consent or approval required to be obtained under the condominium instruments or the Virginia Condominium Act (Va. Code Ann. §§ 55.1-1900, *et seq.*)(the "Act") may be accomplished by electronic means unless expressly prohibited in the association's condominium instruments; and

**WHEREAS**, the Association's Condominium Instruments do not expressly prohibit electronic voting; and,

**WHEREAS**, Va. Code Ann. § 55.1-1953(E) provides that a Unit Owner may vote at a meeting of the Association in person, by proxy, or by absentee ballot by electronic means, provided that the Board has adopted guidelines for such voting by electronic means; and,

**WHEREAS**, Va. Code Ann. § 55.1-1935(F) provides that at any meeting of the membership, Board, and committees may be held entirely or partially by electronic means, provided that the Board adopts guidelines for the use of electronic means for such meetings that ensure that persons accessing such meetings are authorized to do so and persons entitled to participate in such meetings have an opportunity to do so; and,

**WHEREAS**, Va. Code Ann. § 55.1-1900 defines a meeting conducted by electronic means as those that are conducted via teleconference, videoconference, Internet exchange, or other electronic methods; and,

**WHEREAS**, the Board of Directors has determined it to be in the best interests of the Association to permit and regulate (i) the use of electronic voting for any vote to be taken by Association Unit Owners upon a stated proposal or for the election of directors, (ii) the electronic transmission of proxies, (iii) electronic notice for meetings of the Unit Owners of the Association, and (iv) conduct of all Association meetings by electronic means.

**NOW THEREFORE**, be it resolved, that the following policy is hereby adopted.

**A. Electronic Transmission of Votes and Proxies.**

1. Any votes or proxies submitted by Unit Owners who are eligible to vote or submit proxies at meetings of the Unit Owners may be submitted by electronic transmission in accordance with this Policy and as provided by the Board.

2. The Board may engage an electronic voting and proxy service provider ("Election Services Provider") from time to time, which service shall be the exclusive method by which Unit Owners may submit votes and proxies electronically for the time period during which the service is engaged. The Election Service Provider may serve as the tellers appointed by the President or other Officer presiding over a meeting pursuant to Article II, Section 7 of the Bylaws.

3. In order to participate in the electronic voting and proxy service engaged by the Board, a Unit Owner must provide the Board with adequate identifying information to enable the Board to determine that the vote or proxy received by electronic transmission was authorized by the Unit Owner. Such information may include, but is not limited to, the Unit Owner's name, email address, the last four digits of the Unit Owner's social security number, and any other necessary identifying information, as determined by the Board, to authenticate a vote or proxy submitted by a Unit Owner.

4. To the extent that the Association's Condominium Instruments require votes to be submitted by written ballot or proxies to be signed and dated, the electronic submission of a vote or proxy in accordance with this Policy shall be deemed to be by written ballot, or by signed and dated proxy as required by the Association's Condominium Instruments.

5. Electronic voting is an alternative form of voting that Unit Owners may elect to use. Nothing in this Resolution shall prevent a Unit Owner from voting in person or through a written proxy as set forth in the Condominium Instruments or the Act.

6. Except as expressly set forth herein, this Policy does not otherwise alter the voting and proxy eligibility requirements of the Association's Condominium Instruments or Virginia law.

7. Unit Owners voting by proxy shall be deemed to be present at the meeting for all purposes.

8. If the vote, consent, or approval is required to be obtained by secret ballot, the electronic means shall protect the identity of the voter. If the electronic means cannot protect the identity of the voter, another means of voting shall be used.

**B. Meetings Held via Electronic Means.**

1. In order to participate in an Association meeting, Board meeting, or committee meeting held via electronic means, a Unit Owner must provide the Board with adequate identifying information to enable the Board or committee members to determine that the individual is authorized to attend the meeting. Such information may include, but is not limited to, the Unit Owner's name, email address, telephone number, and any other necessary identifying information to confirm the individual's authority to attend the meeting.

2. All meetings held via electronic means shall be held on a readily available platform. Instructions to access the meeting shall be provided in the meeting notice that is required to be provided to all Unit Owners. Instructions shall include a link to allow attendance via video conference or internet exchange, as well as the telephone number to allow meeting attendance via teleconference. Instructions shall include the meeting ID, any passwords required and any additional information required for access to the meeting.

3. Unit Owners attending any meeting via electronic means shall have the ability to hear all attendees and have the ability to be heard by all attendees or otherwise have the opportunity to participate in the meeting to the extent Unit Owners participation is allowed in such meeting. If a Unit Owner who is entitled to participate in the electronic meeting is prevented from doing so due to circumstances not of the Unit Owner's making, then the meeting chair is to ensure that all efforts are made to allow the Unit Owner to participate.

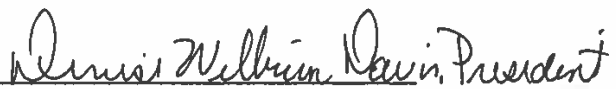
4. The Board shall determine whether any such meeting may be held entirely or partially by electronic means.

**C. Effective Date.**

This Resolution shall be effective on July 1, 2021.

This resolution supersedes and replaces any previous resolution establishing electronic voting procedures and electronic meetings in enforcement cases as of the Effective Date.

RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.

By:   
Denise Wilburn Davis, President

ATTEST:



I, Barbara R. MacDonald, Secretary for River Towers Condominium Unit Owners Association, Inc., hereby attest that the foregoing Policy Resolution was adopted by the Board of Directors at a duly-held and noticed meeting on the 26 day of July, 2021.

Barbara R. MacDonald  
Secretary

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORDED**

Resolution Type: Policy

No. 2021-01

Pertaining to: Procedures for Electronic Voting and Electronic Meetings

Duly adopted at a meeting of the Board of Directors held: July 26, 2021

Motion by: Jennifer Smith Seconded by: Nancy Buchanan

	VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Dennis W. Davis</u> President	<input checked="" type="checkbox"/>				
<u>Jennifer O. Smith</u> Vice President	<input checked="" type="checkbox"/>				
<u>Jeffery C. Smith</u> <del>Treasurer</del> Secretary	<input checked="" type="checkbox"/>				
<u>Barbara R. MacDonald</u> <del>Director</del> Secretary	<input checked="" type="checkbox"/>				
<u>Nancy Buchanan</u> Director	<input checked="" type="checkbox"/>				
<u>Larry A. Grunth</u> Director	<input checked="" type="checkbox"/>				
<u>Mary Jane O'Loughlin</u> Director	<input checked="" type="checkbox"/>				

ATTEST:

Barbara R. MacDonald  
Secretary

July 26, 2021  
Date

Handbook



**FirstService**  
RESIDENTIAL



RIVER TOWERS

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# WELCOME TO RIVER TOWERS CONDOMINIUMS



## MOVE-IN PACKAGE

River Towers Condominium Unit Owners Association  
6621 Wakefield Drive, Alexandria, VA 22037  
(703) 768-3800 • (703) 768-2752 (fax) • [www.rivertowerscondo.org](http://www.rivertowerscondo.org)

# RIVER TOWERS

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## Regarding COVID-19

Some programs and activities referred to in these documents may currently be or may become suspended due to COVID-19. Please check with the Association Office to confirm whether or not a program or activity you are interest in is currently suspended.

### Notable Current Suspensions:

- **Move-In Meeting**
  - All new residents are responsible for reading this packet in its entirety to become familiar with the procedures and rules and regulations of River Towers.
- **In-Unit Service Program**
  - River Towers' maintenance team is currently only responding to emergencies and problems/repairs that are the Association's responsibility.
  - All services and repairs that fall under the unit owner's responsibility must be scheduled by the unit owner at their expense.
- **Association Office Closed to In-Person Visits**
  - To protect the health and safety of all residents and staff, the Association Office is closed to in person visits. Exceptions will be made for visits that require a hand off of physical items. All other communications should be made through email or phone. You can contact the Association Office at 703-768-3800 or [office@rivertowerscondo.org](mailto:office@rivertowerscondo.org)
- **Board Sponsored Social Activities**
  - At this time all Board Sponsored Social activities and events have been suspended.

# RIVER TOWERS

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## Move-In/Out Form

To make your move hassle free, we have outlined for you our moving procedures as stated in the Rules & Regulations, which is to be followed whenever there is a move-in or a move-out of the River Towers Condominium. Please initial each number below:

\_\_\_\_\_1. All moves must be scheduled in advance with the Association office. Failure to schedule a move with the Association office before the move may result in a \$100.00 assessment through the Covenants Violation Process.

\_\_\_\_\_2. Moves may be scheduled between the hours of 9:00 AM and 4:30 PM, Monday through Friday. No weekend or Holiday moves are permitted.

\_\_\_\_\_3. The following items must be provided to the Association prior to the move-in date: a settlement statement or deed for proof of ownership (for new Unit Owners), a fully executed lease (for Tenants), a completed Resident Registration Form, and a move-in fee of \$200.00. \$100.00 move-in fee is required when moving floor to floor in the same building and a \$50 fee is required when moving between units on the same floor. A \$100.00 refundable security deposit is also required for all moves. Checks or money orders are made payable to River Towers. All deposit checks not retrieved within 7 days of the move will be shredded.

\_\_\_\_\_4. The moving party shall contact the Association upon completion of the move. An inspection for damage will be made, and any damage will be noted on the inspection form, which shall be signed by the moving party.

\_\_\_\_\_5. Each unit owner is responsible for the proper removal of trash, debris, crating or boxes relating to that unit owner's move-in or move-out.

\_\_\_\_\_6. The moving party shall be responsible for the cost to repair any damage to the Common Elements resulting from the move.

Please check all that apply:    Move In ☐    Move Out ☐    Elevator Needed? Y ☐    N ☐

Name: \_\_\_\_\_ Date of Move: \_\_\_\_\_

River Towers Building/Unit Number: \_\_\_\_\_

Acceptance of Terms:

Signature: \_\_\_\_\_ Inspection Completed : \_\_\_\_\_ (Time/Initials)

**\*\*\* Freight Elevator Dimensions: Door Opening – 3x7 ft, Interior 6x3.5x8 ft**



# RIVER TOWERS

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**FOR OFFICE USE ONLY:** Moving Fee Paid Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Deposit Paid Date: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

Employee Conducting Inspection: \_\_\_\_\_ Elevator Pads Hung? Y ☐ N ☐

Condition of: Elevator	Clean	Dirty	Damaged	Notes: _____
Floors	Clean	Dirty	Damaged	_____
Walls	Clean	Dirty	Damaged	_____
Carpet	Clean	Dirty	Damaged	_____

All trash and debris removed? Y ☐ N ☐ \_\_\_\_\_

# RIVER TOWERS

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## **Resident Registration Form**

Please use additional copies of this form if necessary.

Building/Unit #: \_\_\_\_\_ Owner ☐ Tenant ☐

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

**Please list any children permanently residing in the unit:**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Name: \_\_\_\_\_ DOB: \_\_\_\_\_

**Please provide owner information here if you are a tenant:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Offsite Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

**Please list any resident that will require assistance during an emergency:**

***(This information will be provided to the Fairfax County Fire Department.)***

Name: \_\_\_\_\_ Duration of condition: Temporary ☐ Permanent ☐

Type of assistance required: \_\_\_\_\_

**Please list emergency contact:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Unit Property Manager:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ \*An executed management agreement must be provided.

***As evidenced by my signature below, I certify that I have read the Condominium Documents, and agree to abide by same. I further agree to accept responsibility for any acts which may be in violation of the Condominium Documents or which may cause damage to the Common Elements, the Limited Common Elements, or any Unit.***

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **FOR OFFICE USE ONLY**

Lease Y ☐ N ☐

Move-in Fee Y ☐ N ☐

Facilities Pass Y ☐ N ☐

River Towers Condominium Unit Owners Association  
6621 Wakefield Drive, Alexandria, VA 22037  
(703) 768-3800 • (703) 768-2752 (fax) • [www.rivertowerscondo.org](http://www.rivertowerscondo.org)

# RIVER TOWERS

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## **VEHICLE REGISTRATION**

Name(s): \_\_\_\_\_ Building #: \_\_\_\_\_ Unit #: \_\_\_\_\_

### **Vehicle #1:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

Color: \_\_\_\_\_ Person Registered to: \_\_\_\_\_

### **Vehicle #2:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

Color: \_\_\_\_\_ Person Registered to: \_\_\_\_\_

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### **FOR OFFICE USE ONLY**

Decal #1: \_\_\_\_\_ Date issued: \_\_\_\_\_

Decal #2: \_\_\_\_\_ Date issued: \_\_\_\_\_

### **Guest Permit:**

Decal #: \_\_\_\_\_ Date issued: \_\_\_\_\_

# RIVER TOWERS

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## Pet Registration Form

Date: \_\_\_\_\_ Building/Unit #: \_\_\_\_\_ Owner ☐ Tenant ☐  
Name: \_\_\_\_\_ Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_  
Email: \_\_\_\_\_

Please provide pet information here:

<u>Pet 1</u>	<u>Pet 2</u>
Name: _____	Name: _____
Type: _____	Type: _____
Breed: _____	Breed: _____
Height: _____	Height: _____
Current Weight: _____	Current Weight: _____
Expected Weight: _____	Expected Weight: _____

*\*Please note limit of one (1) dog or two (2) cats per unit.*

All dogs and cats must be registered with the Association upon move-in or acquisition of the animal(s), with each animal issued a River Towers Pet Tag at a cost of \$15 each, which must be worn on the collar or leash.

**Please attach:**

Current vaccination record (available from veterinarian) Y ☐ N ☐  
License number and expiration date (Dogs Only): \_\_\_\_\_

I/WE have read and fully understand the Rules and Regulations pertaining to pets as enumerated in the River Towers **Pet Rules and Regulations** and agree to abide by all of these rules and Regulations without reservation. If the application is approved, I/WE agree to observe all state and county pet ordinances and the Rules and Regulations as adopted by the Board of Directors and any future Rules and Regulations which may be adopted by the Board of Directors.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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### FOR OFFICE USE ONLY

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# RIVER TOWERS

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## Pets

1. One dog that does not exceed 30 pounds when fully grown (**this weight limitation does not apply to service animals**), or two cats are permitted per Unit. Two caged animals such as birds or hamsters are permitted per Unit and any number of fish kept in an adequate aquarium is permitted. \*\*
2. Dogs and cats must be registered with the Condominium Office at the time of move-in, or upon acquiring said pet **and shall be issued a River Towers Pet Tag**. Registration includes providing a copy of a recent veterinarian's certificate stating the breed and size and a current vaccination certificate. Dogs are required to be licensed with Fairfax County. The dog's weight will be verified in the Condominium Office upon registration and Management reserves the right to re-weigh any dog as needed.
3. **Pets must be leashed or in a carrier at all times when in Interior or Exterior Common Elements**, may only be brought in and out of the buildings through the side and rear entrances and are only permitted on the service elevators. Lobby elevators may be used **only** when the service elevators are not available, but pets should be removed from any elevator when another passenger objects to the presence of the pet.
4. **Pets not wearing a RT Pet Tag or any pet found unattended on the premises may be removed by County Animal Control Authorities.**
5. Pet waste must be picked up, placed in a plastic bag, and disposed of in the dumpsters or other pet waste receptacles. **Cat litter must be placed in a secured double plastic bag.**
6. No Rottweiler or Pit Bull breeds or mix of these breeds is allowed to register or visit the property at any time, nor can any wild or exotic animals be kept as pets.
7. Pets are not to be tied to trees or to any other object in the buildings or on the grounds, **pets are not permitted to be tied or left unattended on balconies or patios** and are prohibited in the following areas: Club Room, Exercise Room, Garden Area, Laundry Rooms, Picnic Area, Playground, Rooftop Areas, Storage Rooms, Swimming Pool, Vehicles Washing Area, Basketball, Tennis and Volleyball Courts.
8. Pet actions that create a nuisance are a violation of these rules. Nuisance actions include destroying or damaging property, making continual loud or objectionable noises, or being kept in such a manner as to cause unsanitary conditions. Unit Owners are responsible for violations by their pet or those of their tenants, guests, or guests of their tenants.
9. Visiting pets are subject to all pet regulations. A visiting pet is defined as an animal brought to the condominium for 72 hours or less by a person or persons visiting a resident.

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*Bylaw: Article V, Section 8(a)(8)*

*Fairfax County Code: §41.1-2-4 and §41-2-6*

River Towers Condominium Unit Owners Association  
6621 Wakefield Drive, Alexandria, VA 22037  
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# RIVER TOWERS

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## FACILITIES PASS 2021

\*\*\*\*\*

Date: \_\_\_\_\_ Number of Passes: \_\_\_\_\_

Building: \_\_\_\_\_ Unit # \_\_\_\_\_ ☐ Owner(s) or ☐ Renter(s)

Resident # 1: \_\_\_\_\_

☐ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

☐ E-mail: \_\_\_\_\_ ☐ Mobile Phone: \_\_\_\_\_

Resident # 2: \_\_\_\_\_

☐ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

☐ E-mail: \_\_\_\_\_ ☐ Mobile Phone: \_\_\_\_\_

Other Residents: (If child, list age)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relation: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Residents are required to select ☐ E-mail and/or ☐ Phone to include in the River Towers database for emergency use only.

Residents must have a Facilities Pass to use the basketball court, exercise room, garden area, picnic area, playground, recreation room, storage room, and swimming pool, vehicle washing area, volleyball court and tennis courts.

Facility Passes will be issued on a yearly basis. I understand that the use of all community facilities is at my own risk. The Association assumes no liability for injury or damage to person or property arising from use of the facilities except for gross negligence or intentional wrong doing on the part of the Association.

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# RIVER TOWERS

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**OFFICE USE ONLY:**

**Settlement sheet:** \_\_\_\_\_ **Assessment Current:** \_\_\_\_\_

**Current Lease:** \_\_\_\_\_ **Move-In Meeting?** \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Additional Notes/Comments:**



# RIVER TOWERS

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## **AUTHORIZATION TO ADMIT TO CONDOMINIUM**

River Towers Condominium Unit Owners Association staff is hereby requested to provide keys to my unit:

**Building:** \_\_\_\_\_

**Unit#:** \_\_\_\_\_

To the following person(s):

\_\_\_\_\_  
\_\_\_\_\_

On the following date(s): \_\_\_\_\_

I/WE understand and agree that this service is provided as a courtesy and I/WE hold River Towers Condominium, its agent and staff harmless from any claims arising from this request.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

---

### **FOR OFFICE USE:**

Date of Admittance: \_\_\_\_\_

### **ID VERIFICATION:**

\_\_\_\_\_  
Driver's License Number \_\_\_\_\_ State \_\_\_\_\_  
\_\_\_\_\_  
Company ID \_\_\_\_\_  
\_\_\_\_\_  
Other \_\_\_\_\_

Staff Signature: \_\_\_\_\_

# RIVER TOWERS

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## Exercise Room Release Form

1. I hereby acknowledge receipt of key to the River Towers Condominium Exercise Room. I agree that I am responsible for the key and shall pay a charge of \$10.00.
2. I understand that the equipment available in the Exercise Room is for the use of the Unit Owner(s) and their guests only. I understand that there is the possibility of serious injury which may result from using this equipment. I fully appreciate the nature and extent of the risk involved in the use of this equipment, and voluntarily expose myself to this risk. I hereby represent that my guest(s) also fully appreciates the nature and the extent of risk, and voluntarily assumes this risk.
3. In consideration of the use of the River Towers Condominium Exercise Room, I and my heirs, executors and administrations do hereby release, discharge, hold harmless and indemnify the River Towers Condominium Owners Association, its Directors, Officers, Employees and Agents from any and all proceedings, actions, suits, damages or claims of any nature relating to or resulting from the use of the River Towers Condominium Exercise Room and the exercise equipment by residents of my unit utilizing the Exercise Room with my permission.

\_\_\_\_\_  
Building

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Unit Owner or Resident

\_\_\_\_\_  
Date

# RIVER TOWERS

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## **Classification of Emergencies**

At the first sign of a problem, call the Management Office so that we may lessen, or possibly prevent an emergency.

Emergencies are classified as follows:

- **Fire – CALL 911 (fire department) FIRST**
- **Criminal Activity – CALL 911 IF IN PROGRESS**
- **Call 703-691-2131 Non Emergency to report incident/damages**
- **Strong Gas Odor- CALL GAS COMPANY 703-750-9500**
- **Water Pipe Break (flood)**
- **Severe Toilet or Sink Back-up (flood)**
- **Loss of electrical power in entire unit**
- **Window broken out**
- **No heat in the entire unit**
- **No hot water in the entire unit**
- **No air conditioning in the entire unit**

**OUR TELEPHONE NUMBER IS 703-768-3800**

THIS NUMBER IS MANNED 24 HOURS A DAY. PLEASE CALL TO REPORT EMERGENCIES.

# RIVER TOWERS

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## **Floor Covering**

**To reduce noise transmission, carpeting or rugs, with padding, are required on a minimum of 80% of the floor surface in all units from the second through ninth floors. If a noise complaint is filed by another resident, the General Manager or other designated person may perform an inspection of the unit to ensure compliance.**



#### Don'ts for Garbage Disposals:

- Grease – Oil – Fat
- Starchy or Stringy Vegetables
  - Celery
  - Rhubarb
  - Lettuce
  - Potato Peels
  - Fruit Peels
- Pasta or Rice
- Egg Shells
- Coffee Grounds

## Garbage Disposals.....

Our maintenance staff is being overtaxed dealing with plumbing backups. They are a strain on our pipes, our resident's nerves, and are costly for the Association to repair.

Not all, but some of the problem stems from inappropriate items being put down the garbage disposals. You may think what you've flushed down the drain went away....but the residents on the floors below are experiencing backups.

We encourage our residents to please be considerate and follow the guidelines at left about what to put down your garbage disposals.

If you have a question regarding an item, please place it in your trash to be taken out to the dumpster.

Thank You.

# RIVER TOWERS

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## Trash Disposal & Recycling

1. The trash chute must not be used during the hours of 11:00 p.m. to 7:00 a.m. Trash that must be disposed of during these hours must be taken to the first floor trash room or placed in the dumpsters at the loading docks.

**2. Use only the service elevators when taking trash or recyclables to the first floor trash room and/or the dumpsters at the loading docks. Passenger elevators are not to be used to carry trash or recyclables at any time.**

3. Trash must be securely tied in a plastic bag, and must be of a size that can be dropped down the trash chute. Trash bags that do not fit down the chute must be placed in the first floor trash room or the dumpsters at the loading docks.

4. Cartons and boxes may not be left in the trash rooms. Cartons and boxes must be flattened and disposed of in the **appropriate recycling container**.

5. Cat litter must be placed in a secured double plastic bag before being disposed.

6. Any liquid or garbage spilled in the trash rooms must be cleaned up. Lighted cigarettes or matches must not be dropped down the chute.

**7. Paint, paint thinners, flammable liquids or combustible items MUST NOT be disposed of down the trash chutes, left in the trash rooms or in the dumpsters.**

8. Residents are responsible for arranging for disposal of old appliances, furniture and large cartons which cannot be placed in the dumpsters. Large item disposal may be arranged by calling the Association Office.

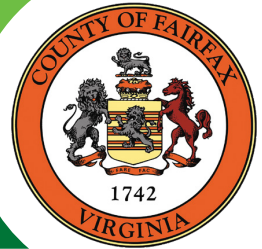
9. Residents should never leave large items (sofas, dishwashers, etc.) at the dumpster area except on the day the items are to be picked up. The Unit Owner will be charged the hauling fee incurred for items improperly left beside the dumpster.

**10. Residents should follow the recycling instructions distributed by Management to properly dispose of newspapers, mixed paper, recyclable glass, metal and plastic containers.**

**11. CFL light bulbs must be disposed of offsite at either of the following locations: 4618 West Ox Rd, Fairfax, VA or 9850 Furnace Rd, Lorton, VA on Thursday, Friday or Saturday from 8am -4pm. The bulbs should not be placed in with your regular trash.**



# RECYCLING RIGHT IN FAIRFAX COUNTY



The curbside recycling bin program is designed to collect specific materials. The list below includes recyclable items you should always place in the bin. Keep them **loose, clean, and dry** – never in plastic bags. Placing unaccepted material or wet, dirty, sticky items in the bin reduces the recyclability of other material. You may leave lids and labels on containers. If you are unsure if something is recyclable in the bin, remember, “When in doubt, throw it out.” To avoid creating litter, use a lidded container. Private collection companies who serve our community take recyclables to sorting facilities. These facilities often have different lists of acceptable items for recycling. The items below are universally accepted and should ALWAYS be placed in the recycling bin.

## ALWAYS PLACE IN THE CURBSIDE RECYCLING BIN



PLASTIC BOTTLES  
AND JUGS (LIDS ON)



METAL FOOD AND  
BEVERAGE CANS



CARTONS



MIXED PAPER  
AND CARDBOARD

*\*For specialty items such as food containers like tubs, clamshells and other plastics, please contact your hauler.*



**Glass is no longer accepted in curbside recycling bins.** Glass breaks during the collection process, damages sorting machinery, and reduces the value of other recyclable material in single-stream recycling. Please bring glass bottles and jars to purple, glass-only recycling containers located throughout the area. The collected container glass will be recycled for use in county projects and other beneficial applications. If you choose not to bring your container glass to a purple can, please place your glass in the trash. A map of purple can sites is available online at [www.fairfaxcounty.gov/publicworks/recycling-trash/glass](http://www.fairfaxcounty.gov/publicworks/recycling-trash/glass).

Reduce waste by purchasing fewer single-use products.

## REDUCE. REUSE. RECYCLE.

[www.fairfaxcounty.gov/publicworks/recycling-and-trash](http://www.fairfaxcounty.gov/publicworks/recycling-and-trash)





# KEEPING COMMUNITIES CLEAN AND HEALTHY

Some things should never be placed in the curbside recycling bin. Plastic bags can be returned to grocery stores, and clothing, shoes, and small appliances can be donated.

## NEVER PLACE IN THE CURBSIDE RECYCLING BIN



PLASTIC BAGS, FILM AND  
PILLOW PACKAGING



GLASS



FOOD BAGS  
AND WRAPPERS



NEEDLES AND  
MEDICAL WASTE



SHREDDED PAPER



DIAPERS



MIXED PACKAGING



HANGERS, HOSES  
AND CABLES



CLOTHING



FOAM AND PLASTIC TAKEOUT  
CUPS AND CONTAINERS



BATTERIES

Some things are recyclable but not in the curbside bin program. The **I-66 transfer station** in Fairfax and the **I-95 landfill complex** in Lorton accept phones and electronics, paint, batteries, household hazardous waste, scrap metal, cooking oil, motor oil, and much more. Proper disposal of this material protects collection workers and the environment.

For facility hours and locations, please visit [www.fairfaxcounty.gov/publicworks/recycling-and-trash](http://www.fairfaxcounty.gov/publicworks/recycling-and-trash)



A Fairfax County, Va. publication, September 2019 | To request reasonable ADA accommodations, call the Solid Waste Management Program at 703-324-5230, TTY 711



# RIVER TOWERS

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## RIVER TOWERS CONDOMINIUM

**SMOKE DETECTORS:** Section 15.1-29.9 of the Code of Virginia 1950 provides that governing bodies of any city, county, or town, may require by ordinance that smoke detectors be installed in the following buildings or structures: (1) any buildings containing one or more dwelling units; (2) any hotel/motel, etc.; (3) rooming houses, etc. **Smoke detectors are mandatory in Fairfax County for all three conditions cited above.** In addition, Section 36-99.5 covers the installation of smoke detectors for the deaf and hearing impaired in certain buildings, multiple-family dwellings having more than two dwellings units and all buildings arranged for use of one-family or two-family dwellings. The major smoke detector provisions are as follows:

1. Smoke detectors shall be installed in each sleeping area within a residential dwelling.
2. All landlords must provide their tenants with written certification at the beginning of each tenancy and annually thereafter, that all required smoke detectors have been inspected and have been found to be in good working order.
3. Tenants are responsible for the interim testing, maintenance and repair of smoke detectors in rental or leased units, however, the owner must repair or replace any malfunctioning smoke detectors within 5 days of receiving written notice from the tenant. Owners must also provide written notification to tenants of their responsibilities and duties relative to smoke detector upkeep.

Residents are reminded that if your smoke detector is not working you may call the office and request a work order. **There is a minimum \$30.00 charge for labor plus the cost of a battery or replacement smoke detector.** River Towers is not responsible for maintaining your smoke detector; The Virginia Code and Fairfax County stipulate that unit owners and their tenants are the legally responsible parties. The U.S. Fire Administration recommends monthly testing of your smoke detector and replacement of your smoke detector batteries annually at a minimum.

### Assistance List

All residents are reminded that the Condo Office maintains an emergency evacuation list for persons who have indicated that they would need assistance during an emergency. This list is available to the Fire and Police Departments during any such emergency. If you wish to have your name added to this list, a form is enclosed in your move-in book, or you may contact the office and request a form to be added to our list.

# RIVER TOWERS

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## Complaint Registration Form

**Memo to: Site Manager, River Towers Condominium**

**From:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address of Complaint:** \_\_\_\_\_

**Name of Violator (If Known), Building and Unit Number:**

**Nature of Violation (s):**

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**Date and Time of Violation (s):** \_\_\_\_\_

**Actions, if any you have taken to resolve the situation informally:**

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**If a hearing is scheduled based upon your complaint, you may cancel the hearing by written notice that is received by the Site Manager at least (2) business days before the date of the scheduled hearing. A user fee not to exceed \$100 may be imposed for failure to appear or failure to provide reasonable notice. Please refer to procedures to resolve Complaints in your Rules and Regulations to review the complaint process and the scheduling if hearings.**

**Signature:** \_\_\_\_\_

**RIVER TOWERS CONDOMINIUM UNIT  
OWNERS ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2017-01**

*(Establishing Procedures Regarding Intrusive Repairs and Structural Alteration, Additions and Improvements to Units)*

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

**WHEREAS**, Article III, Section 2 of the Bylaws further provides that the Board shall have the power to adopt Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; and

**WHEREAS**, Article V, Section 5(b)(1) of the Bylaws provides that:

Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors for the Managing Agent any defect or need for repairs for which the Board of Directors is responsible; and

**WHEREAS**, Article II, Section 3 of the Declaration identifies the boundaries of the Units, which definition identifies the upper boundary as the horizontal plane of the bottom surface of the concrete ceiling slab, the lower boundary as the horizontal plane of the top surface of the concrete floor slab, and the vertical boundary as the outermost surfaces of the plasterboard walls; and

**WHEREAS**, Article V, Section 7 of the Bylaws states that unit owners must have the prior written consent of the Board of Directors prior to making any structural alteration, additions, or improvements to the Unit; and

**WHEREAS**, Article IX, Section 1(a) of the Bylaws provides that each unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, to the extent that such expense is not covered by the proceeds of insurance; and

**WHEREAS**, for the benefit and protection of the Association, and its members, the Board deems it necessary and desirable to establish uniform procedures for addressing and preventing damages caused by unit owners and/or their contractors in the course of conducting repairs and structural alterations, additions, or improvements to the Unit.

**NOW THEREFORE**, be it resolved that the following procedures are hereby adopted, which procedures shall supersede and replace any previously adopted policies and procedures relating to the subject.

1. Prior to making any structural alterations, additions, or improvements to a Unit and prior to making any repairs or non-structural alterations, additions, or improvements to a Unit that necessitate actions beyond the boundaries of the Unit, a Unit Owner must submit an application to the Board of Directors, identifying the plans and details of the structural alterations, additions, or improvements or repairs, any contractor conducting such work, and licensing information for such contractor. Additionally, all contractors must provide a Certificate of Insurance listing the Association as additional insured. The Unit Owner must also submit the fully completed Indemnification and Hold Harmless Agreement attached to this Resolution as "Exhibit A." **Included here are all alterations, additions, changes or improvements that relate to electrical and plumbing services, all of which have the potential to be disruptive or other residents.**

2. The Board of Directors may request additional information as needed to supplement the information provided in the written application from the Unit Owner. The written application shall not be considered complete until such time as the Board is satisfied that it has all the information it needs.

3. Once the Board of Directors is satisfied that it has a complete application, the Board shall determine whether or not to approve the application. The Board shall act upon a complete application within forty-five (45) days of such application being completed. The Board will make every effort to review applications as quickly as possible, understanding that meetings are monthly. The Board may, at its discretion, delegate review of requests to engineering staff, who have expertise in the areas to be considered.

4. If the Board approves the proposed structural alterations, additions, or improvements or repairs or non-structural alterations, additions, or improvements to a Unit that necessitate actions beyond the boundaries of the Unit, the Unit Owner must complete the proposed scope of work within forty-five days. Once a date or dates of work is/are selected, the Unit Owner must inform management of the schedule for the work, including dates and times of work, at least one week in advance of the work's start date, so that it can notify adjacent Units of the dates and times the work is to be performed. Work requiring a longer time frame should be noted as part of the application, so that approval of the work can potentially include a longer window within which to complete work. If it becomes necessary for an Owner to delay or defer approved work, he/she should alert the Board, who will determine if the approval will remain in effect for a longer duration. It shall be the Owner's duty to keep management abreast of all dates contractors will be present in the Unit, at least one week prior to the work commencing, in any event.

5. Once management receives dates certain for the approved project, it will notify adjacent Unit Owners of the dates during which the work will occur by placing a hang tag on the Unit door.

6. While contractors are present in the Unit, relevant work permits shall be posted on the Unit door.

7. In the event that the Unit Owner or its contractor causes damage to the Unit, other Units, or the Common Elements, the Unit Owner and its Contractor shall be jointly and severally liable for the expense of all maintenance, repair or replacement to the Unit, other Units or the Common Elements not covered by the proceeds of insurance.

8. This resolution does not change the duties imposed on Unit Owners or the Association for maintenance, repair and replacement under the Association's condominium instruments.

9. This resolution shall be effective upon its adoption.

This resolution shall become effective on July 1, 2021, or as soon thereafter that proper notice is given, and supersedes any prior resolutions of the Association related to intrusive repairs and structural alterations. We attest and certify that this Policy Resolution was duly adopted by the required vote of the Board of Directors at a duly noticed meeting of the Board of Directors on the 27 day of May, 2021.

RIVER TOWERS CONDOMINIUM UNIT OWNERS  
ASSOCIATION, INC.

Denise Davis 5/27/21  
Denise Davis, President Date

Barbara Mandmald 5/27/21  
\_\_\_\_\_, Secretary Date

**RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type \_\_\_\_\_ Policy \_\_\_\_\_ No. \_\_\_\_\_

Pertaining to: Intrusive Repairs and Structural Alterations

Duly adopted at a meeting of the Board of Directors of River Towers Condominium Unit Owners Association, Inc. held May 27, 2021.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

DIRECTOR/ OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
Denise Davis	President/Director	✓			
Jennifer Smith	V.P./Director	✓			
<del>Jeff Smith</del>	Treasurer/Director	✓			
Barbara Macdonald	Secretary/Director	✓			
Nancy Buchanan	Director	✓			
Larry Shervette	Director	✓			
	Director				
	Director				
	Director				

Resolution Effective, July 1, 2021



## EXHIBIT A

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ (“Owner”) of \_\_\_\_\_ (“Unit”) and \_\_\_\_\_ (“Contractor”) and the River Towers Condominium Unit Owners Association, Inc. (the “Association”).

## RECITALS

- R1. The Owner is the owner of the Unit within the River Towers Condominium.
- R2. The Owner is responsible for the maintenance, repair, replacement and operation of the Unit.
- R3. The Owner has contracted with the Contractor to make certain alterations, additions, or improvements to the Unit or to make certain repairs to the Unit, which may impact and/or damage the Common Elements or other Units in the event of accident or error. A copy of the plans and details for the alterations, additions, improvements or repairs is attached hereto as “Exhibit A.”
- R4. The Association is willing to approve the alterations, additions, or improvements to the Unit and/or the repairs, which may go beyond the Unit boundaries into the Common Elements, but only upon the terms and subject to the conditions set forth below, which terms and conditions are acceptable to the Owner and the Contractor.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Owner and Contractor agree as follows:

1. Upon written approval by the Board of Directors of the plans and details in Exhibit A, delivery to the Association of a copy of the contractor’s Certificate of Insurance listing the Association as additional insured, and full execution of this Hold Harmless and Indemnification Agreement, the Association will allow the Owner and Contractor to conduct the alterations, additions, improvements, or repairs identified in Exhibit A. Additionally, it is the Owner’s duty to notify management of all dates the work is scheduled to be completed at least one week in advance of the work’s commencement.
2. The Owner and Contractor covenant and agree that they will be jointly and severally liable for the expenses associated with any and all damages caused to the Association, other Units and/or the Common Elements as a result of the alterations, additions, improvements, or repairs identified in Exhibit A.

3. The Owner and Contractor hereby agree to indemnify, defend, and hold harmless the Association, its officers, agents, servants, employees, successors and assigns, and further agrees to indemnify and hold harmless, any members, tenants, guests, licensees and invitees of the Association or any unit owners, from and against any and all claims, suits, judgments, damages, or causes of action of any kind, nature, or description whatsoever, including any and all costs, attorney's fees and expenses arising from any such claims, suits, judgments, damages, causes of action, or from the Contractor's performance of the scope of work identified in Exhibit A, as well as any actions or inactions by any of the Contractor's agents, servants, employees, guests, contractors, subcontractors, invitees and those doing business with the contractor or subcontractors.

4. The Contractor hereby acknowledges and agrees that it maintains liability and property damage insurance that will cover the cost of any damages caused to the Association, other Units and/or the Common Elements as a result of the alterations, additions, improvements, or repairs identified in Exhibit A. The Contractor agrees to post a copy of its work permit to the Unit's door while the work is being completed.

5. The Owner hereby acknowledges and agrees that it maintains liability and property damage insurance that will cover the cost of any damages caused to the Association, other Units, and/or the Common Elements as a result of the alterations, additions, improvements, or repairs identified in Exhibit A.

IN WITNESS WHEREOF this Agreement has been executed as of the date first above written.

OWNER

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

# **RIVER TOWERS CONDOMINIUM UNIT OWNERS ASSOCIATION**

## **RESIDENT HANDBOOK**

### **RULES & REGULATIONS SERVICES & FACILITIES FORMS & RESOURCES**

Approved by the  
River Towers Condominium  
Board of Directors on April 18, 2013

Revised 07/25/14  
Revised 12/18/14  
Revised 04/28/16  
Revised 05/31/18  
Revised 12/13/18  
Revised 03/28/19  
Revised 12/12/19

RIVER TOWERS  
6621 WAKEFIELD DRIVE #114I  
ALEXANDRIA, VIRGINIA 22307

## Table of Contents

### INTRODUCTION

### ASSOCIATION SERVICES

### NEW SECTION

### RULES & REGULATIONS:

Balconies, Doors, Patios & Windows	Reformatted	
<b>Basketball Court</b>	<b>NEW SECTION</b>	
<b>Bicycles &amp; Bicycle Storage</b>	<b>NEW / Reformatted</b>	Forms & Resources
Club Room	Reformatted	Forms & Resources
Common Areas (Interior and Exterior)	Reformatted	
<b>Communications &amp; Solicitation</b>	<b>NEW / REWRITTEN</b>	
Exercise Room	Reformatted	Forms & Resources
Facilities Passes	Reformatted	Forms & Resources
Flag Display	Reformatted	
Garden Plots	Reformatted	Forms & Resources
<b>Laundry Room</b>	<b>Reformatted / Rewritten</b>	
Moving In and Moving Out	Reformatted	Forms & Resources
<b>Noise</b>	<b>Reformatted / Rewritten</b>	
Parking (See Vehicles & Parking)		
<b>Pets</b>	<b>Reformatted/Added Pet Tags</b>	Forms & Resources
<b>Picnic Area</b>	<b>Section in Ext Com Areas</b>	
Playground	Moved to Ext Com Areas	
Right of Access	Reformatted	
<b>Rooftop Areas</b>	<b>Reformatted / Rewritten</b>	
Safety Concerns (deleted Section)	<b>Split out / Moved</b>	
Solicitation (see Communications)	Merged with Communications	
Storage	Reformatted	Forms & Resources
<b>Swimming Pool</b>	<b>Reformatted / Rewritten</b>	Forms & Resources
Tennis Courts	Reformatted	Forms & Resources
<b>Trash Disposal</b>	<b>Reformatted / Rewritten</b>	
<b>Unit Alterations, Repairs &amp; General Maintenance</b>	<b>NEW Section on Repairs &amp; Gen. Maintenance</b>	Forms & Resources
<b>Utility Carts</b>	<b>NEW SECTION</b>	
Vehicles & Parking	Reformatted	Forms & Resources
Vehicle Washing Area	Reformatted	
<b>Volleyball Court/Area</b>	<b>NEW: in Ext Com. Areas</b>	
<b>Procedures to Resolve Complaints or Rules Violations Among Residents</b>	<b>REWRITTEN (to be more easily understood)</b>	Forms & Resources
Procedures for the Resolution of Written Complaints <b>Against the Association</b>	<i>Awaiting new language from V.</i>	
Complaint Form		Forms & Resources

### FORMS & RESOURCES:

Complaints & Rules Violations Form		
Suggestion Form		
Bicycle Storage Lease Form		
Pet Registration Form		
Storage Lease Form		
Vehicle Registration Form		
Waiver of Liability Form		
Unit Alterations Release Form		
Contractor Guidelines		

## Introduction

*For our mutual enjoyment of life at River Towers, common sense “rules for living together” are essential. The following rules have evolved over the years from the community’s experience, and they represent our best effort to ensure a neighborly environment with a minimum of clear, enforceable rules.*

*The Board of Directors, based upon community suggestions, approves River Towers rules. Rule revisions are usually prepared for the Board by the Covenants Committee, which has regulatory and interpretative powers from our Bylaws. Residents are encouraged to make suggestions about the rules to either the Covenants Committee or the Board of Directors.*

*On the following pages, when there is an applicable Bylaws provision it is included for your reference at the bottom of the rules page. Although rules can be changed by the Board of Directors, the Bylaws can only be changed by a vote of the membership.*

*In these pages, “Residents” refers to owners or tenants living at River Towers. Owners are responsible to the Association for the actions of their guests and their tenants and the tenant’s guests.*

*The Association is committed to enforcing these rules. Please note that the General Manager, as delegated by the Board of Directors, is empowered by the Bylaws to issue “cease and desist” requests. Furthermore, disciplinary action imposed by the Board or Covenants Committee, may include assessing a maximum charge of \$50.00 per violation, or \$10.00 per day for a continuing infraction.*

*All of us use the common areas of River Towers, such as tennis courts, roof decks, and the swimming pool, at our own risk and responsibility, and all of us are responsible for the actions of our guests and ourselves. As an association, we assume no liability for injury to any person or damage to any property unless the Association is grossly negligent or intentionally does something wrong. Practicing what is present in the following pages will ensure a safe and enjoyable life at River Towers.*

# River Towers Condominium Association Services

## CONTACT INFORMATION

Condominium Office Telephone .....	703-768-3800
River Towers E-Mail .....	office@rivertowerscondo.org
After-Hours Answering Service .....	301-879-1217
FirstService Residential.....	703-385-1133
Fairfax County Police Non-Emergency .....	703-691-2131
Fairfax County Police/Fire/Rescue Emergency .....	911

## ASSESSMENTS & FEES

All Condo Fees, Charges and Assessments are due and payable on the first day of each month, unless otherwise specified. Cash shall not be accepted and payments are encouraged to be made by Automatic Electronic Funds Transfer or may be sent by mail with check or money order **made payable to River Towers Condominium Unit Owners Association (RTCOA)** at the address on the payment coupons provided.

## ACCESS TO BUILDINGS & UNITS

**Residents** should use their building entry keys to gain access through their building's front, side or back doors and their Unit keys to their doorknob and deadbolt locks to gain entry to their Units.

Replacement building entry keys may be obtained through the Condominium Office for a fee to be determined by the Board of Directors.

**Guests** must utilize the telephone entry system located in the entry vestibule of each building and dial the code assigned to the Unit which they are visiting in order to be let in.

**Contractors and other day workers** should not use the front doors. They must enter the buildings via the loading dock and use the telephone entry system at the loading dock to dial the code for the specific Unit in the building where they are scheduled to work to gain entry.

**Deliveries are prohibited through the front doors.** All deliveries -- including food, furniture, groceries and newspapers -- must be made at the loading dock. When ordering pizza or other food for delivery, please advise them that deliveries are only permitted via the loading dock using the telephone entry system at the loading dock to dial the code for the specific Unit.

In addition to the requisite set of **Emergency Keys**, it is suggested that all Unit Owners provide a second set of keys for their Unit doorknob and deadbolt locks. These "**Courtesy Keys**" can be signed out during normal business hours with proper identification provided by the Owner/Resident in the event they are locked out of their Unit. If Courtesy Keys have not been provided, or if it is after hours, the Owner/Resident will need to contact a locksmith to gain entry to their Unit at their own expense.

Fairfax County Police Department will enforce the provisions of Section 18.2-119 of the Code of Virginia or the 5-4-1 of the Code of the County of Fairfax for trespassing violations at River Towers.

## **SAFETY ISSUES**

Do not provide entry to any unknown persons and do not leave building entrances open, unlocked or unattended.

Report to Condominium Office personnel any building doors (especially exterior doors) that are not closing properly.

Residents should routinely report to Condominium Office personnel items needing repair, such as hallway smoke detectors that are beeping, burned out hallway light bulbs, leaking faucets or any other items which need to be addressed by Association Management.

Residents may not allow or permit anything to be stored in their Units which might cause a fire or which could raise insurance rates such as gasoline, explosives and flammable liquids. These items must not be stored on the premises.

Paint, paint thinners and other flammable liquids should not be disposed of down the trash chute or left in the trash rooms.

## **BULLETIN BOARDS**

**Front Lobby Bulletin Boards:** Information about Association-sponsored activities may be submitted to the Condominium Office for posting on the front lobby bulletin boards, space permitting.

**Laundry Room Bulletin Boards:** Residents may post notices on the laundry room bulletin boards regarding items for sale, to buy or announcing upcoming neighborhood events. These notices, which should be neatly typed or printed and no larger than 8½ x 11, do not require prior approval of the Board of Directors.

**Resident-to-Resident Bulletin Boards:** The Resident-to-Resident bulletin boards located in the rear lobbies enable Residents to communicate about matters related to community concerns at River Towers. To post a notice, Residents should submit to the Condominium Office a typed sheet that is no more than one page in length and must include their name, building & unit numbers. The notice will be posted in the rear lobby bulletin boards in all three buildings, space permitting.

**Candidates for Election to the Board of Directors** may post campaign information only on easel boards in the lobbies, starting two weeks before the annual meeting each year. Candidates wishing to take advantage of this must coordinate with Condominium Office. The content and format must conform to the election guidelines that are included in the annual request for Board candidates as established by the Board of Directors.

**The taping/posting of personal notices onto the exterior doorways or windows is expressly prohibited;** however, realtors may post **up to 3** "Open House" signs on the day of the Open House. Signs may be no larger than **18" x 36"**, and posted at a height not to exceed 3 feet. Signs must be removed immediately following the Open House.



**Door-to-Door solicitation and/or dissemination of materials either by Residents or others (except Board, Committee and Condominium Office communications), are expressly prohibited. Convenience store flyers are permitted to be distribution once a month with the highlights with management approval.**

## **IN-UNIT SERVICE PROGRAM and MAINTENANCE REQUESTS**

The Association provides an **In-Unit Service Program** as a convenient and inexpensive minor repair service to Residents. Services provided under the In-Unit Service Program include minor electrical and plumbing repairs and work is charged by the hour. Residents who wish to have work done in their Unit need to have a Courtesy Key on file and must contact the Condominium Office to have a work order prepared before any work can be done. Non-emergency repairs will be made as soon as possible after maintenance personnel have completed emergency and Common Area repairs. In-Unit Service “specials” are publicized by the Association and are available in the Condominium Office.

**Common Areas:** Residents should routinely report to Condominium Office personnel items needing repair, such as hallway smoke detectors that are beeping (which means batteries need replacement), burned out hallway light bulbs, building doors that are not closing properly, or inoperative machines in the laundry room.

**Individual Units:** Each Unit Owner is responsible for keeping his/her Unit and its equipment, appliances and furnishings in a clean and sanitary condition, in good working order and state of repair. The Association’s In-Unit Service Program is offered as a benefit and convenience and covers minor electrical and plumbing repairs such as repair or replacement of leaking faucets, replacement of torn window screens and repair or replacement of garbage disposals. All charges incurred by Tenants will be billed to the Unit Owner and the Unit Owner is responsible for any unpaid bills. Please contact the Condominium Office with any questions you may have about the In-Unit Service Program.

**Emergency repairs** to portions of the electrical and plumbing systems that service more than one Unit should be reported to Condominium Office personnel by all affected Residents. Examples of repair emergencies are: no water, no heat or air conditioning and water leaks that come from outside the Unit.

## **BULK TRASH PICK-UP**

Residents are responsible for arranging for disposal of old appliances, furniture, mattresses and large cartons which cannot be placed in the dumpster. Large item disposal may be arranged by calling the Condominium Office.

Residents should never leave large items (sofas, dishwashers, etc.) at the dumpster area except on the day they have arranged for the items to be picked up **or on the Association scheduled bulk trash pick-up day.**

## **CONTRACTORS, TRADESMEN and DAY WORKERS**

The Association Bylaws require that only licensed contractors with proof of insurance be allowed to perform repairs and renovations at River Towers. Please advise any contractors, tradesmen, day workers and domestics whom you hire that they must abide by the Association Rules and Regulations at all times while on Association property.

## **DELIVERIES & PACKAGE HANDLING POLICY**

All deliveries must be made at the loading dock. Deliveries of any kind through the front doors are prohibited.

The Condominium Office will accept packages for Residents who have a valid Facilities Pass, have no pending assessments or Covenants violations, and who have on file a signed Package Delivery/ Waiver Form. If a Resident is ill or temporarily disabled, another person may pick up packages for them, provided written authorization is provided to Condominium Office personnel.

## **DEALING WITH RULES VIOLATIONS:**

**Emergencies** - Report to the police serious situations such as theft, vandalism, violence and disturbances of the peace, etc.

**Non-Emergencies** - Residents who have an issue with other Residents who are violating the Rules should first make an attempt to discuss and resolve the situation informally with the other Resident(s) in a neighborly fashion. If the violation continues, the situation should be brought to the attention of the Association by submitting a complaint, in writing, to the Condominium Office, where it will be handled in accordance with procedures relating to complaints and enforcement under River Towers Condominium Unit Owners Association Policy Resolution N. 2001-2 (Amended), the Association's Bylaws and the Virginia Condominium Act.

## **COMPLAINTS, QUESTIONS & SUGGESTIONS**

Issues concerning the operation of River Towers should be directed to the Association either using a Suggestion Form which is available in the Condominium Office, by phoning (703) 768-3800 during business hours, via email at [office@rivertowerscondo.org](mailto:office@rivertowerscondo.org), or by mail to the Board of Directors at: River Towers Condominium Unit Owners Association, 6621 Wakefield Drive #114, Alexandria, VA 22307.

Complaints against the Association shall be handled in accordance with the Virginia Code, the Virginia Condominium Act and the Office of the Common Interest Community Ombudsman a copy of the form is located in the back of this document.

# **RIVER TOWERS CONDOMINIUM**

## **RULES & REGULATIONS**

## Balconies, Doors, Patios & Windows

### Doors and Windows:

1. Draperies, curtains, blinds or shutters must be installed by each Unit Owner on all windows of the Unit and must be maintained at all times so that the exterior color will appear beige or off-white.
2. All screens must be installed correctly and be properly maintained by the Unit Owner. Torn screens must be replaced promptly. If screens are removed, curtains/blinds shall not be permitted to blow outside the window.
3. No rugs or other objects shall be dusted, thrown or shaken out of windows or Unit doors.
4. ***No items of any kind, including but not limited to doormats,*** may be placed outside or in front of Unit doors.
5. Nothing shall be hung or displayed on the exterior of a Unit including the windows; No *items* of any kind may be placed or maintained on the outside of any window.
6. Residents may display on their Unit doors small decorative items, such as wreaths or flags. In all cases these must be small and well-maintained. No signs are allowed on unit doors unless approved by management. Holiday decorations are permitted but are required to be removed within 30 days following the holiday. Unit Owners will be responsible for any damage to the door caused by any such items.
7. No signs are allowed to be displayed on unit windows.
8. No painting or changes affecting the external appearance of any Unit may be made without express prior written approval of the Board of Directors.

### Balconies and Patios:

1. Only plants and patio furniture are permitted on balconies and patios.
2. Balconies and patios may not be used as storage areas. Bicycles, boxes, unused appliances or other unused items may not be stored on balconies and patios.
3. The use of charcoal burners and other open-flame cooking devices fueled by combustible or flammable gases, liquids, and solids on the balconies, patios or lawn areas is prohibited. Outdoor cooking of any kind is only permitted in the picnic area.
4. No items may be placed or maintained on top or outside of balcony ledges or railings, or beyond the patio boundaries. Landscaping of the area beyond patio boundaries shall be the responsibility of the Association.
5. No rugs or other objects shall be dusted, thrown or shaken out of windows, off balconies or patios.

6. No balcony or patio may be enclosed or covered.
7. Pets may not be tied or left unattended on balconies or patios.
8. Cleaning of balconies or watering plants in such a way that water spills onto balconies below is not permitted.
9. Carpeting is prohibited on first-floor patios. Balconies may be covered by fiber-backed, indoor/outdoor carpet or rugs which leave exposed the area of the balcony concrete slab four (4) inches inward from all balcony perimeter edges and the privacy partition.
10. If glued, carpeting must be glued only at the points located at the four corners of the carpet, using the two step process approved for use that is compatible with the silane-treated balcony slab, including: 1) the application of Dow-Corning #1200 primer or its equivalent and 2) the application of Dow-Corning #795 silicone building sealant/adhesive or its equivalent; and 3) owners who have glued-down carpet on their balconies are responsible for the cost of removal, if necessary, for the Association to perform repair or replacement work.

## **Basketball Court**

*The Association maintains a Basketball Court, located behind the 6621 building, for use by Residents on a first-come, first-served basis.*

### **Basketball Court Rules:**

- 1. Activities other than basketball are not permitted on the court.*
- 2. Soft-soled shoes must be worn when using the court.*
- 3. Amplified music is not permitted and Noise Rules shall be in effect.*
- 4. Pets are not permitted on the court.*
- 5. The Basketball Court may be used from 9:00a.m. until 8:00p.m.**



## Bicycles

### Bicycle Rules:

1. *Bicycles are not permitted in the passenger elevators, elevator lobbies or front lobbies.*
2. *Bicycles may only be transported using the service elevators and must be brought in and out of the buildings using the side or loading dock entrances.*
3. *Bicycles may not be stored on balconies or patios.*
4. *Bicycle repairs are prohibited in interior common elements including halls, stairwells and lobbies.*

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### Bicycle Storage

The Association provides outdoor storage racks and maintains a limited number of bicycle storage spaces inside the buildings which Residents may lease on a first-come, first-served basis at an annual fee to be determined by the Board of Directors.

All assessments against a Unit must be paid in full and there must be no pending Covenants violations for a Resident to be eligible to lease bicycle storage space.

Leases are limited to a maximum of 1 space per Unit occupant unless additional spaces are available. Leases run for a 12-month period and expire at the end of the corresponding month in the following year from the date the lease is signed. (Additional bicycles must be stored in the Resident's Unit or on the racks provided on the exterior of the buildings).

Upon completion of a bicycle storage lease and receipt of the annual fee, Residents will be assigned a storage rack and a key to the storage area. A deposit is required for each storage room key requested and a fee will be assessed for lost keys. The key(s) must be returned to the Condominium Office upon the Resident's vacating their Unit or when they no longer need bicycle storage space. The key deposit will be returned within 2 weeks following the return of the key.

No bicycles may be removed from the storage areas between the hours of 11:00 p.m. and 6:00 a.m. and bicyclists are to abide by the Noise Rules and be considerate of neighbors when removing or returning bicycles to storage areas.

Bicycles must be placed in storage areas immediately. No bicycle may be left in the hall.

Tricycles may not be stored in the storage areas.

Storage racks are provided for outdoor storage of bicycles. These racks are located on the west side of the 6641 building and in the northeast corner of the 6621 parking lot.

Residents understand that they use the storage areas and outside racks at their own risk. The Association is not responsible for any theft, damage to or loss of any bicycle.

## Club Room

The Club Room, located in the rear lobby of the 31 Building, may be reserved for exclusive use by Residents if the Unit Owner is current in assessment payments, if the room is available at the time requested, the intended use is consistent with applicable laws and condo instruments, the deposit fee has been paid, and there are no pending Covenants violations.

### Club Room Rules:

1. Residents 18 years of age or older may reserve the Club Room for private, non-commercial use.
2. Only commercial owners may use the room for commercial purposes; No tickets may be sold and no sales of any kind may take place by residential owners.
3. Events and guests must be confined to the Club Room and the patio.
4. No amplified music is allowed.
5. Alcohol is not permitted in the Club Room except for Association Functions.
6. The resident who reserves the Club Room must be present the entire time the room is in use and will be responsible for:
  - Enforcing all Association rules and regulations, including the prohibition of noise that interferes with the rights, comfort, or quiet enjoyment of other Residents
  - Supervising the use of the cooking facilities
  - Being present during the use of the room
  - Restoring the room to its original condition; and
  - Maintaining the proper conduct of the guests
7. Club Room occupancy is limited to 49 persons per Fairfax County regulation.

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### General Club Room Information

To reserve the Club Room, Residents must fill out a reservation form, available at the Condominium Office. Tenants who request a reservation must have a copy of their current lease on file with the Association.

The Club Room may be reserved by Residents for exclusive use as follows (hours of use include clean-up time):

Monday through Thursday -- between 9:00 a.m. and 10:30 p.m.  
 Friday -- between 9:00 a.m. and 11:00 p.m.  
 Saturday -- between 9:00 a.m. and 12:00a.m. (midnight)  
 Sunday -- between 10:00 a.m. and 10:30 p.m.

*(continued on reverse)*

Reservations must be made at least 3 days in advance of the event and while the patio adjacent to the Club Room may be used for the event, it cannot be reserved along with the room.

Reservations will be granted if the Unit Owner is current in assessment payments, if the room is available at the time requested, the intended use is consistent with applicable laws and condo instruments, the deposit fee has been paid, and there are no pending Covenants violations. River Towers reserves the right to limit the number of reservations to a given Unit.

A rental fee and refundable deposit, in an amount determined by the Board of Directors, is required at the time the reservation is made to cover any damage or clean-up required after use of the room. **Checks should be made payable to River Towers Condominium.**

A checklist of room conditions will be filled out jointly between the user and Condominium Office personnel both before and after the room is used.

You will be provided a room closing checklist when you pick up the key, please complete the checklist at the end of your event when closing the room. Note not completing the checklist may result in forfeiture of your deposit.

The key to the Club Room must be returned to the Condominium Office by 10:00 a.m. the first business day following the event.

Any costs incurred by the Association due to clean-up or damage repair to the Club Room will be deducted from the deposit. If no costs are incurred, the full deposit may be picked up from the Condominium Office on first business day following the event.

Any costs of clean up or repair incurred by the Association over and above the deposit amount will be assessed against the Unit Owner and will be collected as an ordinary assessment.

## Common Areas

***Owners shall be held responsible for the actions of their contractors, guests, tenants and guests of tenants in Units, in Common Areas and all Limited Common Areas.***

### **Interior Common Areas:**

1. ***The front doors are for the use of Residents and their guests only -- contractors and other day workers should not use the front doors. Do not use the front doors and lobbies when bringing in bicycles, appliances and other heavy items or materials, grocery carts or pets; enter via the side or rear entrances and use the service elevator.***  
The lobby elevators may be used to transport such items only if the service elevator is not available.
2. ***Deliveries are prohibited through the front doors. All deliveries -- including food, furniture, groceries and newspapers -- must be made at the loading dock. Do not provide entry to any unknown persons and do not leave building entrances unlocked, open and unattended.***
3. Residents and their guests must wear proper attire including shoes and shirts in all Common Areas such as the lobbies, hallways and laundry rooms. Bathrobes, pajamas and swimming suits are not permitted in the lobbies, hallways or laundry rooms. ***Residents wearing swim attire should not use the lobby elevators, front lobbies or front doors.***
4. Food and beverages are prohibited in the front and rear lobbies of each building; Smoking is prohibited within all Interior Common Elements and no alcoholic beverages may be consumed on the Interior Common Elements without express Board approval.
5. The taping/posting of personal notices onto exterior doorways or windows is expressly prohibited. Realtors may post up to 3 "Open House" signs the day of the Open House only. Signs may be no larger than 18" x 36", and posted at a height not to exceed 3 feet. Signs must be removed immediately following the Open House.
6. The use of any type of vehicle (aside from wheelchairs and mobility scooters) is prohibited within Interior Common Elements. This includes, but is not limited to remote-controlled cars, bicycles, tricycles, roller blades/skates and skate boards. None of these vehicles are to be left unattended at any time anywhere on the property.
7. ***Young children and pets are to be supervised at all times while in Interior Common Areas to prevent them running or creating loud noises that could disturb other Residents.***
8. ***Stairways, hallways, passageways and elevator lobbies are not authorized play areas for children and must be kept clear at all times of personal items.***
9. Damage caused by water overflow and leaks to other Units or Common Areas are the responsibility of the owner of the Unit from which the water came.

## Exterior Common Areas:

1. Feeding **or harassing** wildlife is prohibited anywhere on the Common Elements, including Limited Common Elements.
2. Team sports activities are permitted **only** on the grounds across the bridge next to the picnic area.
3. Skateboards, roller-blades/skates and bicycles, manual and powered, are prohibited on sidewalks **and loading docks**. Tricycles are permitted.
4. No alcoholic beverages may be consumed on the Exterior Common Elements, except for Association Functions.
5. Entering the canal at any place on Association property is prohibited.
6. **Fireworks or pyrotechnics are strictly prohibited anywhere on Association property.**

## Picnic Area:

1. The picnic area is available on a first-come, first-served basis during daylight hours; **use the picnic area after dark is prohibited.**
2. Outdoor cooking is permitted only in the picnic area **and only in the grills provided.**
3. No alcoholic beverages may be consumed in the picnic area, except for Association Functions.
4. Users of the picnic area should not interfere with the enjoyment of other Residents who wish to use the picnic area at the same time. Noise should be kept to a minimum.
5. **The Utility Carts are not to be used to transport food, supplies, etc. to the picnic area** except for official Association events.
6. Trash must be properly disposed of in containers provided in that area.

## Playground:

1. Only young children up to age 12 are allowed on the playground equipment.
2. Children must be supervised at all times while on the playground by a parent or other responsible adult.

## Volleyball Area:

1. **Activities other than volleyball or badminton are not permitted.**
2. **Amplified music is not permitted.**

## Communications & Solicitation

1. The taping/posting of personal or commercial notices onto exterior doorways or windows is expressly prohibited anywhere on Association property. This prohibition includes Unit doors and windows.
2. Door -to-Door solicitation and/or dissemination of materials either by Residents or others except Board, Committee and Condominium Office-generated communications are expressly prohibited. Convenience store flyers are permitted to be distributed with management approval once a month along with the highlights.
3. Realtors may post up to 3 "Open House" signs the day of the Open House **only**. Signs may be no larger than "18 x 36", and posted at a height not to exceed 3 feet. Signs must be removed immediately following the Open House.
4. Candidates for Election to the Board of Directors may post campaign information only on Association-provided easel boards in the front lobbies during the two weeks prior to the Annual Meeting and the content and format must conform to established election guidelines.

## Exercise Room

***The Association maintains an Exercise Room, located behind the Mailboxes in the lobby area of the 6621 building, for use by Residents 18 years of age or older on a first-come, first-served basis. All assessments against a Unit must be paid in full and there must be no pending Covenants violations for a Resident to be eligible to use the Exercise Room.***

### **Exercise Room Rules:**

1. No activity other than appropriate use of the exercise equipment is permitted in the Exercise Room.
2. Noise Rules are in effect and noise must be kept to a minimum so as not to disturb Residents in nearby areas.
3. ***Violations will result in no less than the suspension of Exercise Room privileges and immediate surrender of the Exercise Room key.***
4. The lights must be turned off and the door locked when leaving the room.
5. Use of the room and equipment is at your own risk
6. The room is not to be used between the hours of 1:00 a.m. and 5:00 a.m.
7. Unattended minors (under 18 years of age) are not allowed to use the exercise equipment.
8. Pets are not allowed in the exercise room at any time.
9. Proper attire is required at all times (shirts, shorts and shoes).
10. Use of equipment is on a first-come, first-served basis. If someone is waiting for a piece of equipment, it should be relinquished within 30 minutes.
11. Hand weights must be returned to the tower after use.
12. Music or other audio devices must be used with ear buds.
13. Equipment should be wiped down after use with the disinfectant spray and paper towels or the disinfectant hand wipes provided.
14. The window blinds should be closed after dark.
15. The lights in the hallway and bathroom should be turned off upon leaving the room.
16. The door to the exercise room is to remain closed and locked at all times.



## **General Exercise Room Information**

The key to the Exercise Room can be obtained from the Condominium Office for a refundable fee determined by the Board of Directors. Presentation of a current Facilities Pass is required at the time the key is issued. The key must not be used by anyone other than the resident(s) to whom it is issued.

Residents are required to sign a release form obtained from the Condominium Office prior to utilizing the Exercise Room and understand that they use the Exercise Room at their own risk. The Association cannot be held liable for any injuries.

To assist authorized Association personnel in monitoring the Exercise Room, Residents must present their Facilities Pass upon request.

## Facilities Pass

### Facilities Pass Rules:

1. Residents must have a **current** Facilities Pass to ***pick up packages left in the Condominium Office and use Association Facilities such as*** the Club Room, Exercise Room, Garden Area, Picnic Area, Playground, Storage Room, Swimming Pool, Vehicle Washing Area, Basketball, Volleyball and Tennis Courts.
2. Facilities Passes will be issued only to Residents of Units for which all assessments have been paid and for which there are no pending Covenants violations.
3. ***Off-site owners who lease their properties are not permitted use of the Association Facilities or a Facilities Pass.***
4. Facilities Passes should be presented upon request to authorized Association personnel in order to assist them in monitoring the appropriate use of Association Facilities and ensuring their exclusive use by River Towers Residents and their guests.

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### General Facilities Pass Information

Facilities Passes will be issued on a yearly basis to Residents (age 12 or older) of all Units for which all assessments have been paid and for which there are no pending Covenants violations.

Facilities Passes may be obtained in the Association office during normal office hours. Normal processing time for issuance or update of a pass is 3 working days.

Tenants will be issued a Facilities Pass only if a copy of their current lease is on file with the Association.

Facilities Passes will not be issued to any Resident who has not attended a Move-In meeting.

Replacements for lost Facilities Passes may be obtained from the Condominium Office for a fee determined by the Board of Directors.

## Flag Display

1. U.S. flags may be displayed between sunrise and sunset on the following days:

Inauguration Day	Armed Forces Day
Martin Luther King's Birthday	Labor Day
President's Day	September 11 <sup>th</sup>
Memorial Day	Columbus Day
Flag Day	Election Day
Independence Day	Veterans Day
Pearl Harbor Day (December 7 <sup>th</sup> )	

2. Flags may be displayed on a patio or balcony on a flag staff with the union (stars) of the flag placed at the peak of the staff. When displaying the U.S. flag on a staff on balconies, the staff may not extend beyond the inside of the balcony railing.
3. General flag etiquette should be followed at all times when displaying the U.S. flag.

## Garden Plots

***The Association provides an area at the rear of the property for Residents who wish to have a small garden.*** All assessments against a Unit must be paid in full for a Resident to be eligible to receive or retain a garden plot. The Board of Directors has determined that four (4) 10' x 27' or 270 square foot plots equaling approximately 1,080 square feet of gardening space is the maximum gardening space allocated each Unit, provided a plot is available.

### Garden Rules:

1. Gardening is limited to fruit, flowers and vegetables; No trees may be planted.
2. Garden plots are to be cultivated by the resident assigned to the plot or plots and plants must be contained within assigned gardener's plot.
3. Gardeners are responsible for keeping plots neat, clean and weeded. Bushes, shrubs and existing trees are to be kept trimmed to allow adequate sunlight in neighboring gardens and weeding is essential to prevent the encroachment of weeds on neighboring gardens. Gardeners whose plots are neglected will receive a warning from the Garden Chair. Further warnings may result in forfeiture of the plot.
4. Mint, vines, or other plants that spread must be trained, contained or removed. The planting of bamboo of any variety is strictly prohibited.
5. Watering is limited to 20 minutes when others are waiting. Hoses or sprinklers must not be left unattended when in use.
6. Pets are not permitted in the garden.
7. Children must be accompanied and supervised by an adult gardener at all times and visitors in the garden must be accompanied by a gardener.
8. Entering garden plots assigned to others or touching other gardeners' flowers or produce without express permission is strictly prohibited.
9. Storage of non-garden items in garden plots is prohibited.
10. Gardeners who violate the rules are subject to forfeit of garden privileges.

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### Garden Policies and Procedures

To request a Garden Plot, Residents must submit a completed application to the Chair of the Garden Committee or other designated person via the Condominium Office. Residents who gardened the previous year will be sent a renewal application form by the Garden Chair (staff will place the form under unit doors) in February and will be given priority if they choose to change their plot or locker assignments.

The Condo Office will review all applications and promptly inform any applicants whose application is not approved of the reason (usually a balance due on the person's account). The office

will provide the Garden Chair with copies of all approved applications, along with a list of all pending (unapproved) applications. The Garden Chair will provide the Condo Office with an updated list of participants.

Once the application is approved, a key to the garden gate may be obtained from the Office for a refundable fee determined by the Board of Directors. The resident may then select a plot from a list provided by the Garden Chair and is free to use any of the tools/equipment in the garden shed to cultivate the plot.

Work on garden plots must be started by May 1<sup>st</sup> unless exceptional weather conditions make a later date necessary as determined by the Chair. If a plot is not worked by the start date, it may be forfeited and returned to the pool of vacant plots. Gardeners at risk of forfeiture will be notified and given two weeks to respond. The Garden Committee will consider special circumstances. Plots issued after May 1<sup>st</sup> will have a two-week grace period from time of issue.

Gardeners whose plots appear to be neglected or abandoned during the season will receive a warning and will be asked to contact the Garden Chair through the Condo Office to discuss the matter. A second warning will be issued in ten (10) days if the gardener ignores the first and/or continues to neglect the plot. Lack of response to a third warning, issued seven (7) days after the second, will result in forfeiture of the plot(s).

Unclaimed plots must be covered with tarps or black plastic on Spring Cleanup Day to prevent undergrowth. Similarly, gardeners who choose not to cultivate a section of their plots until later in the season must cover that area. Gardeners who give up or forfeit their plots must clear them of all items (cages, garden tools, etc.) before turning in their garden keys.

Gardeners with front plots (bordering the sidewalk) must provide access to plots behind them. Walkways should be at least a foot wide. Similarly, gardeners whose plots are at a distance from water lines must be permitted to run hoses through the walkways or borders of neighboring plots, as needed.

Gardeners should bag their trash, preferably items that are not biodegradable, and place it in or beside the trash cans at the garden gate for removal. Clippings, leaves, and weeds should be tossed in the designated landfill area or a compost pile for recycling, rather than in the trash cans. Any uprooted plants discarded in the trash must have all the soil removed first. Items such as bushes or branches that can't be bagged should be tied in bundles and placed next to the cans. (Black trash bags and cord are available in the garden shed.)

To prevent mosquitoes, no standing water is allowed in containers, nor are trenches for walkways allowed. However, rain barrels with a mosquito-proof screen is allowed.

Large tools (shovels, rakes, hoes, etc.) are available in the garden shed for use on a first-come, first-served basis. Tools must be cleaned and returned to the proper place in the garden shed after each use. Hoses provided for general use must be coiled and returned after each use.

Gardeners may request assistance in clearing and tilling their plots on Spring Clean-up Day from the landscape supervisor, who has motorized equipment, such as rototillers and weed whackers, to do the job. His services are available only by special arrangement with the Condo Office. Generally, gardeners are responsible for working and maintaining their own plots.

A battery powered weed whacker and safety glasses are available and may be checked out from the Condominium Office by presenting a current Facilities Pass. Safety glasses must be worn

while using the weed whacker and returned with it. The weed whacker must be cleaned and returned for recharging the same day it is checked out, and it is only available for use during Condo Office hours.

The Garden Committee Chair assigns lockers, two gardeners per locker. Changes in locker assignments must be approved by the Garden Chair.

River Towers encourages all gardeners to use environmentally safe products. If a pesticide must be used, use carefully and according to directions. Removal of invasive plants, such as poison ivy and bamboo grass, is best left to the landscape supervisor, who is trained in the use of herbicides.

Residents who decide not to continue gardening should notify the Garden Committee Chair by email or by leaving a note in the Condo Office so that their plots can be reassigned. They are responsible for removing all personal items from their plots and lockers and removing the lock from the locker door if it is there lock. They must also turn in their key to the garden.

## Laundry Room

***The Association contracts with an outside vendor for laundry facilities. The vendor, whose contact information is posted in each laundry room, is solely responsible for the maintenance of the laundry equipment. Laundry rooms are for the use of residents only.***

### Laundry Room Rules:

1. Only use the service elevator when going to and from the laundry rooms; Do not use lobby elevators or lobbies when transporting laundry or laundry products;
  2. ***Unit Owners will be responsible for any damage to elevators, hallways and lobbies caused by spilled bleach or detergent.***
  3. ***The wire carts located in each Laundry Room are intended for clothing only and are not to be removed from the Laundry Room at any time.***
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### General Laundry Room Information

Use of the laundry room is at the Resident's risk. The Association is not responsible for damaged clothes or lost or stolen items.

Bins labeled "Lost and Found" for lost or misplaced laundry items are provided in each Laundry Room.

Please report any malfunction of washers or dryers to the Condominium Office after placing an "Out of Service" sign on the machine. Problem report forms are available in the Condominium Office.

### General Laundry Room Courtesy

Please remove all clothing from washers and dryers promptly so that the machines are readily available for use by others.

Please wipe spilled soap powder or liquid off washer tops and check to make sure to remove ALL your clothes from the machines after the washing cycle is complete.

During busy times, Residents waiting for a machine that has completed its cycle should wait at least **fifteen minutes** before removing the clothing from a machine. If a basket was left on top of the machine please place the clothing in the basket.

When the dryer cycle is complete, remove your items promptly and clean the lint filter.

**As a safety precaution, please close the windows and blinds before you leave if no one is present in the laundry room.**



## Moving In and Moving Out

1. Moves (***in, out or between Buildings***) must be scheduled in advance through the Condominium Office and only one move per building, per day is permitted.
2. All new Residents must attend a Move-In Meeting.
3. Moving hours are from **9:00 a.m. to 4:30 p.m.** Moving is not permitted on weekends or holidays.
4. Only the service elevator and the loading dock are to be used for moving. ***Use of the front doors and lobby elevators for any move of any size at any time is prohibited.***
5. ***Utility carts may not be used for moves (in, out or between Buildings).***

### General Moving In and Moving Out Information

A fee periodically determined by the Board of Directors is required for each initial move-in or move from building to building, the current fee is \$200. Residents are required to pay a \$100 move fee when moving from floor to floor in the same building or a \$50 administrative transfer fee for moves between units on the same floor. There is also a \$100 refundable deposit required for all moves. Checks or money orders **made payable to River Towers Condominium** are the only acceptable form of payment.

Upon receipt of the moving fee, the Condominium Office will reserve the service elevator and arrange for personnel to vacuum the hallways after the move.

Move-In Meetings should be scheduled to occur at least 5 days in advance of the move and must take place on a weekday between the hours of 8:00 a.m. and 3:00 p.m.

New Residents are required to bring the following items to the Move-In Meeting: (a) signed lease or settlement sheet; (b) **signed & notarized lease addendum**; (c) pet vaccination and weight certificates, if applicable. (see Pet Rules).

***All moving personnel and any and all items must be loaded and unloaded at the loading dock and transported to the Unit via the service hallway and service elevator.***

Residents must take care not to block the entire loading area as the loading dock must be kept open at all times for tradesmen, service trucks and all emergency vehicles.

Packing materials and boxes must be taken to the dumpsters located near the building loading dock for disposal. Packing materials and boxes may not be placed in the trash rooms located within the building. Boxes should be broken down to minimize use of dumpster space.

Condominium Office personnel will perform a pre-and-post Move Inspection to determine whether or not Common Areas were damaged during the move. ***Any costs of clean up or repairs incurred by the Association resulting from damage to Interior or Exterior Common Elements sustained in the course of a move will be assessed against the Unit Owner and will be collected as an ordinary assessment.***

## Noise

1. Do not make noise that interferes with the rights, comfort, or quiet enjoyment of other Residents, especially between the hours of 11 p.m. and 7 a.m.  
***During these hours take extra care to avoid making disturbing sounds.***
2. Carpeting or rugs, with padding, is required on a minimum of 80% of the floor surfaces in all Units (excluding kitchens, closets and bathrooms) from the second through ninth floors. If a noise complaint is filed by another Resident, Management shall perform an inspection of the Unit to ensure compliance.
3. ***Do not play entertainment devices at a volume that is disturbing to your neighbors.***
4. Construction work is only permitted between the hours of **8:30 a.m. and 5:30 p.m.** Monday through Friday, and **10:00 a.m. and 5:00 p.m.** on Saturdays. Construction work is prohibited on Sundays and holidays.

***Bylaw: Article V, Section 8  
Virginia Condominium Act***

## Pets

1. One dog that does not exceed 30 pounds when fully grown (**this weight limitation does not apply to service animals**), or two cats are permitted per Unit. Two caged animals such as birds or hamsters are permitted per Unit and any number of fish kept in an adequate aquarium is permitted. \*\*
2. Dogs and cats must be registered with the Condominium Office at the time of move-in, or upon acquiring said pet **and shall be issued a River Towers Pet Tag**. Registration includes providing a copy of a recent veterinarian's certificate stating the breed and size and a current vaccination certificate. Dogs are required to be licensed with Fairfax County. The dog's weight will be verified in the Condominium Office upon registration and Management reserves the right to re-weigh any dog as needed.
3. **Pets must be leashed or in a carrier at all times when in Interior or Exterior Common Elements**, may only be brought in and out of the buildings through the side and rear entrances and are only permitted on the service elevators. Lobby elevators may be used only when the service elevators are not available, but pets should be removed from any elevator when another passenger objects to the presence of the pet.
4. **Pets not wearing a RT Pet Tag or any pet found unattended on the premises may be removed by County Animal Control Authorities.**
5. Pet waste must be picked up, placed in a plastic bag, and disposed of in the dumpsters or other pet waste receptacles. **Cat litter must be placed in a secured double plastic bag.**
6. No Rottweiler or Pit Bull breeds or mix of these breeds is allowed to register or visit the property at any time, nor can any wild or exotic animals be kept as pets.
7. Pets are not to be tied to trees or to any other object in the buildings or on the grounds, **pets are not permitted to be tied or left unattended on balconies or patios** and are prohibited in the following areas: Club Room, Exercise Room, Garden Area, Laundry Rooms, Picnic Area, Playground, Rooftop Areas, Storage Rooms, Swimming Pool, Vehicles Washing Area, Basketball, Tennis and Volleyball Courts.
8. Pet actions that create a nuisance are a violation of these rules. Nuisance actions include destroying or damaging property, making continual loud or objectionable noises, or being kept in such a manner as to cause unsanitary conditions. Unit Owners are responsible for violations by their pet or those of their tenants, guests, or guests of their tenants.
9. Visiting pets are subject to all pet regulations. A visiting pet is defined as an animal brought to the condominium for 72 hours or less by a person or persons visiting a resident.

## Right of Access

1. **Emergency keys:** All Unit Owners **MUST** provide the Association with a working set of emergency keys for their Unit. These keys are for the use of emergency personnel for entry during a bona fide emergency such as fire, flood, threat of life, or threat of property damage, bodily injury, or sanitation issues.

Management will conduct ***an annual review*** to ensure all Unit Owners have a current working set of Emergency keys in the office.

2. **Courtesy keys:** Courtesy keys ***may*** be provided by the Owner or Resident of a Unit but are not mandatory. Courtesy keys are used for Unit access by Residents (in case of lock-outs) and resident-authorized persons (i.e., contractors, maintenance personnel, guests, delivery persons, house or pet sitters, and other persons authorized by the resident for non-emergency access). Courtesy keys are only available during office hours with the use of an “admit slip”, and only if a completed Waiver of Liability is on file. Courtesy keys not accompanied by a waiver will be refused and returned.

***Association staff may use these keys to enter a Unit to perform maintenance, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner or Resident.***

## Rooftop Areas

*The rooftop areas of each building may be accessed using the corresponding Building Entry Key and are restricted to small, quiet groups of Residents and their guests between the hours of 7 am and 11 pm. (Residents wishing to host a party should reserve the Club Room).*

### Rooftop Area Rules:

1. Rooftop areas are restricted to small, quiet groups of Residents and their guests ***between the hours of 7 a.m. and 11 p.m.; Noise Rules are in effect at all times.***
2. Residents are restricted to the fenced area of the decks.
3. Children under the age of 16 are not permitted in the rooftop areas unless accompanied by an adult.
4. Charcoal grills, electric grills, and open fires are not permitted on the rooftop areas ***at any time in accordance with Sections 307.5.1 and 308.3.1 of the Fairfax County Fire Prevention Code.***
5. ***Amplified music is not permitted.*** Radios are permitted ONLY with the use of headphones.
6. No furniture permitted to be left on the roof deck or lounge area.

## Storage

***The Association provides for lease to Residents*** a limited number of storage cubicles which are located inside designated Storage Rooms in the 6621, 6631 and 6641 buildings. All assessments against the Unit Owner must be paid in full and there must be no pending Covenants violations for a Resident to be eligible to use the storage facilities.

### Storage Rules:

1. Items must be placed in storage cubicles immediately.
2. No item may be left elsewhere in the storage room or on the floor of the storage room at any time.
3. ***Residents who decide not to continue leasing storage space should notify the Association Office in writing no less than 30 days before the end of the lease and must remove all items from the storage area prior to the end of the lease period.***

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### General Storage Information

Storage cubicles are available on a first-come, first-served basis and may be leased at an annual fee to be determined by the Board of Directors.

Storage cubicles have room for small items only and will not accommodate furniture, large items or bicycles.

Residents will be assigned a storage cubicle upon completion of a Storage Lease and receipt of the annual fee and must provide their own lock and key for their individual storage cubicle.

Leases for storage cubicles are limited to one space per Unit unless it is determined that additional space is available. Leases run for a 12-month period and expire at the end of the corresponding month in the following year from the date the lease is signed.

Storage Rooms may be accessed only during regular business hours by presenting a current Facilities Pass and checking out a Storage Room key. Residents must return the Storage Room key to the Condominium Office immediately after use. Residents have the option to purchase a key for a onetime fee to be determined by the Board of Directors.

***Management reserves the right to remove from storage cubicles any items which have not been removed 30 days after expiration of the lease.***

Storage cubicles, storage rooms and personal locks and keys are used at the risk of the Resident. The Association is not responsible for any theft, damage or loss of any property placed in the storage areas or storage cubicles.

## Swimming Pool

The Association maintains a swimming pool and baby pool for the sole use of Residents and their guests. The pool is an amenity for residents in good standing with the Association. Current facility passes and guest passes are required for entrance to the pool and they can be obtained from the Association office.

### Types of Facility Passes

- **White Pass – Owners pass**
- **Yellow Pass – Renters pass**
- **Blue Seasonal Guest Pass – Guest pass (must be accompanied by resident)**
- **Pink Temporary Day Pass – Temporary single day pass (accompanied by resident)**
  - **May request five passes at a time, not to exceed 15 passes during one season**
- **Green House Guest Pass – 7 to 90 day pass (i.e. child home from college for the summer). Adults and persons 16 and older may be unaccompanied, minors (under 16) must be accompanied by resident**
  - **This pass is for a specific individual and for a specific period of time**

### Swimming Pool - Do's:

1. Current Facility Passes and Guest Passes are required to gain entrance to the pool.
2. Pool users must obey the lifeguards and abide by their decisions. Persons must leave the pool or pool area if asked to do so by the lifeguard. Dangerous or disruptive behavior is grounds for being asked to leave.
3. All persons age 12 and older are required to sign in at the pool entrance and show their current facility or guest pass to the lifeguard.
4. Children under the age of 12 do not require a facilities pass but must be accompanied at all times by a Resident of the community who is 16 years of age or older and does have a facilities pass.
5. Use of kick-boards, floats or other inflatable toys are allowed only if the lifeguard agrees that their use will not disturb others or inhibit the performance of their duty.
6. Food and drink is only permitted in the picnic area and not on the pool deck.
7. Bottled water in plastic is permitted on the pool deck.
8. The baby pool is for children 6 years or younger who are accompanied by a Resident of the community who is at least 16 years of age and has a facilities pass. Children under the age of 6 may not be left unaccompanied at any time.
9. Take a shower before entering the pool.
10. Place a towel on the pool furniture before you use it.

### **Swimming Pool – Don'ts:**

1. Swimsuits and swim attire are not permitted in the lobbies of the buildings or in the passenger elevators. Residents going to or returning from the pool should not enter the front lobbies or use the front elevators in swim attire.
2. Alcoholic beverages and smoking are not allowed anywhere at the pool or its enclosures.
3. Persons using sound devices should wear headphones or keep volume low so as not to disturb others.
4. Swimmers should stay out of lap lanes while others are swimming laps.
5. Infants/children not toilet-trained, or incontinent adults, must wear swim diapers or snug plastic pants under their swimsuits. Diapers (cloth or disposable) are prohibited.
6. Persons with skin infections, open wounds, nasal or ear discharge or any communicable disease are not permitted in the pool.
7. Running, punching or causing undue disturbance or behavior that may endanger you or others is prohibited.
8. Bicycles and other wheeled toys are not permitted at the pool.

### **Additional General Pool Pass Information**

All residents (owners, renters and their guests) must show current facilities passes to gain entrance to the pool.

All guests using the pool must be accompanied by a Resident of the community 16 years of age or older unless the guest has been registered with the Association Office prior to the visit and has a Green House Guest Pass. The unaccompanied guest's name, date(s) of the visit and Resident information will be provided to the lifeguard prior to the guest gaining admittance to the pool.



## Tennis Courts

***The Association maintains two tennis courts***, designated as A and B, which are available to Residents on a first-come, first-served basis. All assessments against a Unit must be paid in full and there must be no pending Covenants violations for a Resident to be eligible to use the Tennis Courts.

### **Tennis Court Rules:**

1. Activities other than tennis are not permitted on the Tennis Courts.
2. Soft-soled shoes must be worn when using the courts.
3. Keys must not be used by anyone other than the Residents to whom they are issued.
4. Residents of one Unit are not permitted to use both courts at the same time.
5. If others are waiting to use the courts, singles play will be limited to 1 hour and doubles play to 1-1/2 hours
6. Residents using the practice board are limited to 30 minutes. Residents using the practice board or practicing by themselves must yield at all times to Residents wishing to play a match.
7. The Tennis Courts are available to Residents from 8:00am to 8:00pm.

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### **General Tennis Court Information**

The key to the Tennis Courts can be obtained from the Condominium Office for a refundable fee determined by the Board of Directors. Presentation of a current Facilities Pass is required at the time the key is issued. The key must not be used by anyone other than the resident(s) to whom it is issued.

Residents are responsible for locking the gate when they have finished playing.

To assist authorized Association personnel in monitoring the courts, Residents should present their Facilities Pass upon request.

## Trash Disposal & Recycling

1. The trash chute must not be used during the hours of 11:00 p.m. to 7:00 a.m. Trash that must be disposed of during these hours must be taken to the first floor trash room or placed in the dumpsters at the loading docks.
2. ***Use only the service elevators when taking trash or recyclables to the first floor trash room and/or the dumpsters at the loading docks. Passenger elevators are not to be used to carry trash or recyclables at any time.***
3. Trash must be securely tied in a plastic bag, and must be of a size that can be dropped down the trash chute. Trash bags that do not fit down the chute must be placed in the first floor trash room or the dumpsters at the loading docks.
4. Cartons and boxes may not be left in the trash rooms. Cartons and boxes must be flattened and disposed of in the ***appropriate recycling container.***
5. Cat litter must be placed in a secured double plastic bag before being disposed.
6. Any liquid or garbage spilled in the trash rooms must be cleaned up. Lighted cigarettes or matches must not be dropped down the chute.
7. ***Paint, paint thinners, flammable liquids or combustible items MUST NOT be disposed of down the trash chutes, left in the trash rooms or in the dumpsters.***
8. Residents are responsible for arranging for disposal of old appliances, furniture and large cartons which cannot be placed in the dumpsters. Large item disposal may be arranged by calling the Association Office.
9. Residents should never leave large items (sofas, dishwashers, etc.) at the dumpster area except on the day the items are to be picked up. The Unit Owner will be charged the hauling fee incurred for items improperly left beside the dumpster.
10. ***Residents should follow the recycling instructions distributed by Management to properly dispose of newspapers, mixed paper, recyclable glass, metal and plastic containers.***
11. **CFL light bulbs must be disposed of offsite at either of the following locations: 4618 West Ox Rd, Fairfax, VA or 9850 Furnace Rd, Lorton, VA on Thursday, Friday or Saturday from 8am -4pm. The bulbs should not be placed in with your regular trash**

## Utility Carts

*The Association provides Utility Carts for Residents to use when bringing in groceries, small appliances and other heavy items. The Utility Carts are located in the Laundry Rooms and are available to Residents on a first-come, first-served basis.*

### Utility Cart Rules:

- 1. Use of a utility cart is restricted to one cart per Unit for no more than 30 minutes at any time.*
- 2. Utility carts are not permitted on the grounds; Utility Cart use is confined from the loading docks to the Unit using the service hallway and service elevators. The only exception is for use at an Association Function/Event.*
- 3. Utility carts are not permitted in the lobbies or passenger elevators at any time.*
- 4. Utility carts should not be taken in your unit.*
- 5. Utility carts are expressly NOT for the use of contractors, tradesmen, vendors or moving companies/moves.*

## Unit Alterations Repairs & General Maintenance

The Association Bylaws require that only licensed contractors with proof of insurance be allowed to perform repairs and renovations at River Towers and Unit Owners shall be held responsible for the actions of their contractors in their Units, in Common Areas and Limited Common Areas.

### Unit Alterations Rules:

1. Any Unit Owner who wishes to make *any form of* structural addition, alteration, or improvement in his/her Unit must **first** obtain written permission from the Board of Directors. ***An example of a structural alteration includes but is not limited to moving a wall, cutting into a wall to get to wires or any plumbing changes. If in doubt as to whether you need permission before proceeding, contact the Condo Office.***
2. To submit a request for Unit Alteration to the Board of Directors, use the Unit Alterations Release Form and submit it through the Condominium Office. With the form you must provide a complete presentation of plans and specifications including: (a) a description of the proposed alteration, and (b) drawings identifying the location and effect of the proposed alteration.
3. If applicable, all qualified tradesmen who will be performing any work involved with the proposed alteration must be identified.
4. If applicable, certified proof of active insurance carried by any tradesmen who will be performing work related to the proposed alteration must be submitted.
5. A statement must be submitted attesting that any applicable permits, licenses, and bonds will be obtained and provided to the Association by the Unit Owner prior to the commencement of related work.
6. All work must be performed between the hours of **8:30 a.m. and 5:30 p.m.** Monday through Friday and between **10:00 a.m. and 5:00 p.m.** on Saturdays. No construction work may be performed on Sundays or holidays.
7. **Contractors for individual units need to provide a copy of their license and have their insurance carrier fax proof of insurance to the Condominium Office.**
8. **Resident hallways are to be cleaned of any dust and litter at the end of each work day.**
9. ***Rules pertaining to Contractors as delineated in Repairs & General Maintenance Rules below apply at all times.***

## Repairs & General Maintenance Rules:

1. Each Unit Owner is responsible for the general upkeep of his/her Unit and must maintain the Unit and its equipment, furnishings and appliances in clean and sanitary condition, in good working order, condition and state of repair.
  2. Toilets and other water and sewer apparatus shall be kept and maintained in proper working order, shall be used only for the purposes for which designed and no sweepings, rags, diapers or other improper articles or liquids shall be thrown therein. Costs to repair any damage resulting from misuse shall be borne by the Unit Owner at fault.
  3. If a project or repair involves bathroom or kitchen water fixtures or appliances, it is the Owners' responsibility to check that the water shut-off valves hold before beginning the project.
  4. Construction work is only permitted between the hours of **8:30 a.m. and 5:30 p.m.** Monday through Friday and between **10:00 a.m. and 5:00 p.m.** on Saturday. Construction work is prohibited on Sundays and holidays.
  5. **The Unit Owner must report to the Condominium Office at least 48 hours in advance of any work being performed or deliveries scheduled that would cause disruption to neighbors. If complaints arise due to the work being performed, the Office will be able to respond that work is in progress.**
  6. The Condominium Office will not provide a Unit key to any contractor or allow him/her to enter a Unit unless an Admit Form or a written letter of authorization granting permission for them to enter a Unit has been filed with the office.
  7. Contractors must enter building at the loading dock. They may unload their truck at the loading dock area before parking their vehicle elsewhere. The 30-minute rule of parking at the loading dock applies to all private or commercial vehicles and vehicles risk being towed if parked at the loading dock in excess of the permitted time.
  8. Contractors must use the freight elevator that is located through the loading dock entrance door to the right at the end of the service hallway. Contractors' use of the passenger elevators is not permitted at any time.
  9. **Unit owners must provide their contractor with a copy of the Hired Contractor Form.**
  10. Unit Doors must be closed at all times while work is going on inside the Unit and contractors must clean up any dust or dirt left in front of the Unit door.
  11. Residents may not allow or permit anything to be stored in their Units which might cause a fire or which could raise insurance rates such as gasoline, explosives and flammable liquids.
  12. Paint, paint thinners and other flammable liquids should NOT be disposed of down the trash chute or left in the trash rooms. These items must be properly disposed of off-property.
  13. Old appliance/cabinets/trash must be removed promptly from the property and the community dumpster may not be used for trash/materials from the job. The Unit Owner will be charged for the hauling fee incurred for items left beside the dumpster.
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## **General Repair, Maintenance and Unit Alteration Information**

If you or your contractor has any questions, please contact the Condominium Office.

## Vehicles and Parking

### Resident Parking Rules:

1. **All residents' vehicles** parked on River Towers property must display a numbered River Towers permit in the lower left-hand corner of the rear window (driver's side) and all parking is on a first-come, first-served basis. Boats and trailers must display a numbered River Towers permit on the front hitch, and motorcycles on the handlebars.
2. No parking of any vehicle is allowed at any time in areas identified as fire lanes (yellow curbs), except for police and emergency vehicles.
3. Only cars **displaying current, state-issued** handicapped license plates **or hang-tags** may park in designated handicapped spaces.
4. Parking permits are issued to Unit Owners and Tenants of Units for which all assessments are current and for which there are no pending Covenants violations. Tenants will be issued a parking permit only if a copy of their current lease is on file with the Association. Parking permits will not be issued to Residents who have not attended a Move-In meeting.
5. Up to two Resident permits (RTR) and one Guest permit (RTG) may be issued per Unit. Additional permits may be requested by submitting a written request to the Board of Directors. The Board or its designee will review each request on a case-by-case basis.
6. Guest parking (RTG permit) is permitted only in the parking lots located on the north side of Wakefield Drive; or, if the guest vehicle is a recreational vehicle, in the Recreational Vehicle area east of 6621. **Guests displaying current, state-issued handicapped license plates or hang-tags are exempt from being required to park in River Towers guest lots.**
7. **Vehicles not displaying a valid parking permit will be ticketed after midnight and are subject to being towed at the vehicle owner's expense.**
8. **Off-site Unit Owners who lease their Units are not permitted use of the Association Facilities or a River Towers Parking permit.**
9. The maintenance and/or repair of any vehicles to include RV's is not permitted on River Towers property nor are inoperable vehicles permitted to be parked or stored anywhere on the property.
10. **Waxing is permitted in the visitors' lots only (the corner of East Wakefield Drive and either Potomac or West Wakefield Drives).**
11. Vehicles kept under cover must display a visible valid permit at all times.
12. **Portable Storage Containers are permitted on River Towers property with management approval.**
13. Canoes and Kayaks may only be stored in the racks provided at the south end of the 6621 parking area upon completion of a River Towers Lease Agreement. Under no circumstances are Residents permitted to store a canoe or kayak on the grounds or in a recreational parking space.

**14. No vehicle (except RV's and Boat's) shall take up more than one space.**



## **Commercial Vehicle Parking Rules:**

1. Commercial vehicles are defined as those vehicles which display advertising lettered thereon.
2. ***Contractors and tradesmen may park their vehicles in the Residential parking lots while working on Association property after unloading their truck at the loading dock. The 30-minute rule of parking at the loading dock applies to all private or commercial vehicles and vehicles risk being towed if parked at the loading dock in excess of the permitted time.***
3. ***Commercial vehicles belonging to Residents and displaying a valid River Towers Parking permits are permitted to park overnight only in the parking lots located on the north side of Wakefield Drive. Overnight parking of commercial vehicles in parking lots directly adjacent to the Buildings is not permitted and any vehicles parked in violation of this rule are subject to being towed at the vehicle owner's expense.***
4. Commercial vehicles must not exceed one parking space.

## **Loading and Unloading Rules:**

1. Loading and unloading is permitted at the loading docks and delivery entrances at the east side of each Building for up to 30 minutes at a time. Delivery trucks and moving vans may be parked for longer periods if registered with the Condominium Office.
2. Emergency and police vehicles preempt any private vehicles parked in these areas. If an incident occurs requiring use of the loading dock by emergency vehicles, any non-emergency vehicle parked there will be towed and the vehicle owner will be responsible for the towing charges.

## **Recreational Vehicle Parking Rules:**

1. Any recreational vehicle parked on Association property must be owned by the River Towers Resident requesting the permit and only one Recreational vehicle permit (RTRV) is permitted per Unit.
2. Recreational vehicle parking is permitted only on the east side of the 6621 Building and no item without a license from the Virginia Department of Motor Vehicles qualifies for a RTRV permit.
3. Permits shall be issued upon acceptance of a Recreational Vehicle Permit Application to the Board of Directors or its designee. The RTRV is intended for boats on trailers, campers and motor homes however, Class A motor homes (those on bus chassis) are not permitted to park anywhere on Association property.

The maximum permitted size for a recreational vehicle parked on River Towers property is 35' long and 10.5' wide, including the trailer. Recreational vehicles displaying a valid River Towers Recreational Vehicle permit may only be parked in the assigned space along the side of the lot or near the basketball court on the east side of the 6621 Building.

4. Recreational vehicles must be registered with the Condominium Office and park in the assigned space only.
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## **General Parking and Vehicle Information**

**Temporary Residential Parking Permits** are available for limited periods and may be obtained from the Condominium Office. New Residents may obtain temporary permits immediately; those temporary permits may be used only until the permanent permits are issued.

**Canoe and Kayak Racks** are located at the south end of the 6621 parking area. These are available for lease from the Association at an annual fee to be determined by the Board of Directors. Leases are limited to a maximum of one space per Unit occupant unless additional spaces are available. Leases will run for a 12 month period and will expire at the end of the corresponding month in the following year from the date the lease is signed. Spaces are available on a first-come, first-served basis to Residents in good standing with the Association. Lease registration tags must be displayed in a manner that allows easy visual identification from the front of the rack area. Canoes and kayaks may not be stored in these racks unless there is a current lease agreement. Under no circumstances are Residents permitted to store a canoe or kayak on the grounds or in a recreational parking space.

**Inoperable vehicles** are defined as those vehicles that cannot be moved such as vehicles with a flat tire or other physical evidence of inoperability. Inoperable vehicles will be issued a courtesy warning, if they have a valid River Towers sticker, and the vehicle owner shall be given thirty (30) days to correct the problem. If the problem is not corrected within thirty (30) days from the date of the courtesy warning, the vehicle will be towed at the vehicle owner's expense. If no valid River Towers sticker, the vehicle is subject to immediate towing.

The Association has authorized the Fairfax County Police Department to enforce the provisions of Section 82 (Motor Vehicle and Traffic) of the Code of the County of Fairfax and Title 46.2 (Motor Vehicle and Traffic) of the Code of Virginia on the Condominium Property. The police now have the authority to issue tickets and citations on the Condominium Property in **all** parking areas.

**Portable Storage Containers** are permitted on River Towers property, with approval by management. *Owner/s who violates this rule will be fined and shall bear all costs associated with the removal of any portable storage containers brought on the property and any costs of clean up or repairs incurred by the Association resulting from damage to Interior or Exterior Common Elements.*

Revised 11/14/19  
**Effective January 2, 2020**

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*Bylaw: Article V, Section 8(a) (7) and Section 11*

## Vehicle Washing Area

The Association provides a vehicle washing area for Residents of River Towers at each of the loading docks. (Please Note: The vehicle washing area is not available during the winter months when the outside water has been secured).

### Vehicle Washing Area Rules:

1. Noise rules are in effect at all times.
2. The water faucet key must be returned to the Condominium Office after use and not passed from one user to another.
3. ***Only washing is permitted at the loading docks. Waxing MUST be done in the visitors' lots across Wakefield Drive (corner of East Wakefield and either Potomac or West Wakefield Drive).***
4. Pets are not permitted while the resident is using the vehicle washing area.

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### General Vehicle Washing Area Information

Use of the vehicle washing area is on first-come, first served basis.

The key to the water faucet may be obtained from the Condominium Office in exchange for your current Facilities Pass. The key must be returned at the end of the washing period, at which time your Facilities Pass will be returned to you.

Residents must take care not to block the entire area as the loading dock must be kept open at all times for tradesmen, service trucks, moving vans and all emergency vehicles. .

Availability:	10:00 a.m. to 7:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday.
Time Limit:	Thirty (30) minutes per car, maximum. Only one car may be washed at a time.
Equipment:	Hoses are provided and after use should be rolled neatly and put back on hose rack. Electrical connections are not permitted.
Trash:	The Vehicle Washing Area must be kept clean at all times; please use dumpsters to dispose of cups, towels, rags and other trash.

## Procedures to Resolve Complaints or Rules Violations Among Residents

**Emergencies** - Residents should report to the police serious situations such as theft, vandalism, violence and disturbances of the peace.

**Non-Emergencies** - Residents who have an issue with other Residents violating the Rules should make an attempt to discuss and resolve the situation informally with the other Resident(s) prior to submitting a formal complaint to the Association.

A Resident who has an issue with another Resident about noise, pets or other matters should make an attempt to discuss and resolve the situation with the other Resident(s) informally prior to submitting a complaint to the Association. Unit Owners are responsible for ensuring members of their household, guests, contractors, tenants and guests of tenants comply with all Rules and Regulations of the Association.

When a Resident wants the Association to take action to resolve an issue, he/she must file a written complaint form with the Condominium Office. The Complainant should provide as much documentation as possible, describing the nature of the offense, the frequency, and dates and time of occurrence. Forms are available in the Condominium Office and secured Association mail slots located near the Unit Mailboxes in the lobby of each building may be used for confidential communications.

In accordance with the Association Bylaws, the Board of Directors has established the Covenants Committee for the purpose of conducting due process hearings for Unit Owners who have been charged with violations of the Condominium Instruments, Rules and Regulations.

1. The Condominium Manager, after receiving the written complaint, shall investigate and promptly send a First Notice of Citation in writing to the Unit Owner (and tenant, if applicable), advising them of the nature of the alleged offense, the remedy required and the number of days within which the Owner must take corrective action. The Resident filing the complaint shall receive contemporaneous written notification that the First Notice has been sent.
2. ***Complaints can be in the form of an email and should include the name, building and unit number of the violator, the nature of the violation(s), the date and time of the violation and actions if any taken to resolve the situation informally.***
3. If the offense is not corrected within the number of days specified, the Condominium Manager shall issue a Second Notice of Citation. This Second Notice shall warn the Unit Owner of possible monetary charges or other sanctions that may be imposed against him/her. This Notice shall also inform the Owner of his/her right to request a hearing before the Covenants Committee to contest the citation before sanctions are imposed. This Second Notice shall be delivered by hand or via certified mail.
4. For continuing offenses, the Complainant should continue submitting forms after each occurrence, even after First or Second Notices have been issued to the other party.

This builds a complete record of the claimed offence. Talking with Condominium Office personnel does not build a record for Covenants Committee Review.

5. When a hearing is requested by the Unit Owner in writing by or before the deadline within the timeframe stated in the Notice, the Covenants Committee shall set the time & date at its discretion, provided that written notice of the time, date & place shall be delivered to the Unit Owner in writing at least 14 days in advance of the hearing date.
6. The Unit Owner may present his/her defense at the hearing, may be represented by counsel and may bring witnesses – provided that the witness name(s) are submitted in writing to the Condominium Office no less than two (2) business days prior to the date of the hearing.
7. If the Unit Owner has not requested a hearing and the offense has not been remedied, the Unit Owner shall be deemed to have waived the right to a hearing and the Covenants Committee or Condominium Manager on behalf of the Board of Directors shall have the power to impose monetary charges or suspend privileges.
8. The decision of the Covenants Committee will be communicated to the Condominium Manager within three (3) business days of the hearing and Management shall respond in writing to the Complainant and Defendant within five (5) business days of the hearing and follow up if the issue has not been resolved within 30 days.
9. A decision by the Covenants Committee may be appealed to the Board of Directors. Requests for appeals must be made in writing and must be received by the Condominium Office within fifteen (15) days of the date of the hearing.

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***The governing source regarding due process in enforcement of Rules and Regulations is River Towers Condominium Unit Owners Association Policy Resolution No. 2001-2 (Amended) and procedures relating to complaints and enforcement shall be in accordance with River Towers Condominium Unit Owners Association Policy Resolution No. 2001-2 (Amended), the Association's Bylaws and the Virginia Condominium Act.***

# **River Towers Condominium Association**

## **Forms & Resource Materials**

## FORM TO REGISTER COMPLAINTS & REPORT RULES VIOLATIONS

To: General Manager, River Towers Condominium

From: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Complainant: \_\_\_\_\_

Name of Violator (if known), Building and Unit Number: \_\_\_\_\_

Nature of Rules Violation(s):

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Date and Time of Violations: \_\_\_\_\_

Actions, if any, you have taken to resolve the situation informally:

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If a hearing is scheduled based upon your complaint, you may cancel the hearing by written notice that is received by the Condominium Manager at least two business days before the date of the scheduled hearing. A user fee not to exceed \$100 may be imposed for failure to appear or failure to provide reasonable notice. Please refer to *Procedures to Resolve Complaints and Rules Violations Among Residents* in your Rules and Regulations to review the complaint process and the scheduling of hearings.

Signature: \_\_\_\_\_

## ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors ("Board") of the River Towers Condominium Unit Owners Association, Inc. ("Association") has established this Association Complaint Form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the Board, managing agent or Association inconsistent with applicable laws and regulations.

This form may be sent to the Association

By U. S. Mail to:      River Towers Condominium  
                                 Attn: General Manager  
                                 6621 Wakefield Drive #114  
                                 Alexandria, VA 22307

By email to:            office@rivertowerscondo.org

The telephone number of the Manager to whom this form is to be directed is 703-768-3800.

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Your Name: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are an owner in the Association, please provide the address of the Association property owned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Your Contact Preference ☐ Phone    ☐ E-mail  
Your E-mail Address    Your Phone Number            ☐ Other \_\_\_\_\_

Initial Here -> \_\_\_\_\_ if you would prefer to receive written communications regarding this matter by email rather than by certified mail or hand delivery. By initialing you agree to send a confirmation of receipt by email to the sender. Failure to do so may necessitate the Association sending written communication by certified mail or hand delivery in addition to email.

Please legibly describe the Complaint in the area provided below, as well as the requested actions or resolutions of the issues described in the Complaint. Please include references to the specific facts and circumstances at issue and the provisions of applicable laws and regulations that support the Complaint. If there is insufficient space, please attach a separate sheet of paper to this Complaint form. Please write legibly or type below and feel free to attach accompanying sheets. Also, please attach any supporting documents, correspondence and other materials related to the Complaint.

Complaint:

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**Requested resolution:**

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**Provisions of applicable laws and regulations that support the Complaint:**

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\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

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

**Resolution of the Board of Directors of  
River Towers Condominium Unit Owners Association, Inc.  
Adopting Association Complaint Procedures  
Resolution No. PR 12-01**

**WHEREAS, Section 55-530 of the Code of Virginia and the Common Interest Community Ombudsman Regulations (the “Ombudsman Regulations”) authorize community associations in Virginia to adopt a written process for resolving complaints from members and citizens (the “Association Complaint Procedures”); and**

**WHEREAS, the Board of Directors of the River Towers Condominium Unit Owners Association, Inc. desires to adopt procedures that are in compliance with these statutes and regulations;**

**IT IS THEREFORE HEREBY RESOLVED THAT the Board of Directors adopts the following Association Complaint Procedures:**

**1. Initiation, Delivery and Acknowledgement**

**1.1 To initiate action under these Association Complaint Procedures, an owner, resident or citizen shall complete and submit the Association Complaint Form attached to these Procedures. The person initiating an Association Complaint is referred to in these procedures as the "Complainant."**

**1.2 The Association Complaint Form shall be readily available and shall be provided to any person upon request by mail to the General Manager, River Towers Condominium, 6621 Wakefield Drive #114, Alexandria, VA 22307 or by email to [office@rivertowerscondo.org](mailto:office@rivertowerscondo.org).**

**1.3 An Association Complaint shall concern a matter regarding actions, inactions or decisions by the Board of Directors (the “Board”), the Association's managing agent or the Association that are alleged to be inconsistent with applicable laws and regulations governing common interest communities.**

**1.4 Initiation of a Complaint pursuant to the Association Complaint Procedures requires a complete Association Complaint Form. If the Association Complaint Form is incomplete, the Association may return it to the Complainant with a request stating what needs to be completed, and processing of the Association Complaint shall not begin until a complete Association Complaint Form is received by the Association.**

**1.5 The Association Complaint Form shall provide sufficient information to enable the Board to be able to make a determination on the issue(s) raised in the Association Complaint. To the extent the Complainant has knowledge of the laws, regulations or provisions applicable to the Association Complaint, the Complainant shall provide those references. The Complainant shall describe the action or resolution the Complainant is requesting.**

**1.6 The Complainant shall deliver the Association Complaint Form to the person identified in the instructions in the Association Complaint Form, by the method described in the Association Complaint Form.**

## **2. Acknowledgement**

**2.1** The Association shall send the Complainant an acknowledgement of receipt of a completed Association Complaint Form within seven days after a completed form is received. Acknowledgment shall be sent by certified mail, return receipt requested or by hand delivery, or by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically. If sent electronically, the Association shall retain sufficient proof of the electronic delivery.

## **3. Additional Information**

**3.1** If the Association determines that additional information is needed in order to be able to make a decision on the Association Complaint, it may request that information from the Complainant. The request may be made by any reasonable means deemed appropriate by the Association, including regular U. S. mail, hand delivery, or by electronic means if the Complainant has agreed in writing (including by email) to receive communications regarding the Association Complaint electronically. Complainant shall respond to any such request to the best of Complainant's ability within a reasonable time after receiving such a request. If Complainant does not respond within thirty days, the Board may dispose of the Association Complaint based upon the information available to it.

## **4. Notice of Consideration of Association Complaint**

**4.1** When the Association has determined when the matter will be considered by the Board of Directors, notice shall be given to the Complainant of the date, time and location that the Association Complaint will be considered by the Board. The notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or shall be given by electronic means if the Complainant has expressed a preference in writing (including by email) to receive communications regarding the Association Complaint electronically. If sent electronically, the Association shall retain sufficient proof of the electronic delivery. The Association will make reasonable efforts to consider issues properly raised in the Association Complaint within 60 days of receiving all information it considers necessary to make a decision and in any event within 90 days after an Association Complaint is received.

**4.2** If Complainant attends a meeting at which the Association Complaint is considered, the Board of Directors may give the Complainant an opportunity to briefly address the Board on the issue(s) raised in the Association Complaint, within reasonable time constraints to be determined by the Board.

## **5. Notice of Final Determination**

**5.1** Within seven days after the final determination is made on the Association Complaint, a written Notice of Final Determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant, and sent to the Complainant by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically.

5.2 The Notice of Final Determination shall be dated as of the date it is issued. It shall include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the Virginia Department of Professional and Occupational Regulation (DPOR) registration number of the Association and the name and license number of the common interest community manager.

5.3 The Notice of Final Determination shall include a statement of the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.

6. **No Appeal Procedure**

6.1 No appeal to any Association party shall be available from the determination set forth in the Notice of Final Determination, and the decision set forth therein shall be the final decision of the Association on the matter set forth in the Association Complaint.

7. **Record Keeping**

7.1 A record of each Association Complaint filed with the Association, including all documents, correspondence, and other materials related to a decision made pursuant to the Association Complaint Procedures, shall be maintained for no less than one year after the Association acts on the Association Complaint.

8. **Distribution of Association Complaint Procedures**

8.1 The Association Complaint Procedures shall be readily available to all members of the Association, residents and citizens upon request. Requests for copies of the Procedures and forms can be obtained by contacting General Manager, River Towers Condominium, 6621 Wakefield Drive #114, Alexandria, VA 22307 or by email to [office@rivertowerscondo.org](mailto:office@rivertowerscondo.org).

8.2 The Association Complaint Procedures shall be included as an attachment to the Association resale certificate.

This Resolution shall be effective September 20, 2012.

ADOPTED September 20, 2012.

BOARD OF DIRECTORS  
River Towers Condominium Unit Owners  
Association, Inc.

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## SUGGESTION FORM

Residents of River Towers Condominium are invited to use this form to submit their suggestions or recommendations to the Association Board of Directors or Management. Please provide as much detail as possible to ensure your recommendation is understood, as well as contact information so that you may be contacted for further discussion or feedback.

**Date:** \_\_\_\_\_

**Resident Name:** \_\_\_\_\_

Unit Address: \_\_\_\_\_

**Contact Information:**

**Recommendation:** \_\_\_\_\_

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## UNIT ALTERATIONS RELEASE

THIS RELEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (“Unit Owner”).

WHEREAS, Unit Owner is the owner of condominium Unit No. \_\_\_\_\_ within the River Towers Condominium (the “Property”); and

WHEREAS, Unit Owner desires to make alterations to the Property which have been approved by the River Towers Condominium Unit Owners Association (“Association”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Unit Owner shall indemnify, defend, and hold harmless Association, its past, present and future directors, members, employees and agents from and against any and all loss, cost, expense, including attorneys’ fees, damage, injury, liability, claim, lien, demand, penalty or cause of action directly or indirectly arising out of, resulting from, or related to the work to be performed on the Property, or the act or omission of the Unit Owner or his contractor, subcontractor, employee, agent, or independent contractor.

Unit Owner shall keep the Property and the common elements and limited common elements free from all mechanics and material liens and all other liens and claims, legal or equitable, arising out of the work to be performed on the Property. In the event that such lien or claim is filed by anyone claiming by, through or under Unit Owner, Unit Owner shall remove and discharge same within ten (10) days of filing thereof. If the Unit Owner fails to have the lien removed and discharged within ten (10) days the Association may choose to have the lien removed and discharged and all cost, including attorneys’ fees, will be paid by the Unit Owner.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner

Engineer Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval Signature

## **RULES FOR CONTRACTORS WORKING AT RIVER TOWERS**

Construction work is only permitted between the hours of 8:30 a.m. and 5:30 p.m. Monday through Friday and between 10:00 a.m. and 5:00 p.m. on Saturday. Construction work is prohibited on Sundays and holidays.

The Condominium Office will not provide a Unit key to any contractor or allow him/her to enter a Unit unless an Admit Form or a written letter of authorization granting permission for them to enter a Unit has been filed with the office.

Contractors must enter building at the loading dock. They may unload their truck at the loading dock area before parking their vehicle elsewhere. The 30-minute rule of parking at the loading dock applies to all private or commercial vehicles and vehicles risk being towed if parked at the loading dock in excess of the permitted time.

Contractors must use the freight elevator that is located through the loading dock entrance door to the right at the end of the service hallway. Contractors' use of the passenger elevators is not permitted at any time.

Unit Doors must be closed at all times while work is going on inside the Unit and contractors must clean up any dust or dirt left in front of the Unit door.

Residents may not allow or permit anything to be stored in their Units which might cause a fire or which could raise insurance rates such as gasoline, explosives and flammable liquids.

Paint, paint thinners and other flammable liquids should NOT be disposed of down the trash chute or left in the trash rooms. These items must be properly disposed of off-property.

Old appliance/cabinets/trash must be removed promptly from the property and the community dumpster may not be used for trash/materials from the job. The Unit Owner will be charged for the hauling fee incurred for items left beside the dumpster.

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Please inform the Condominium Office if the contractor's job will include noise that can be heard by others so that if other Residents call the Office about noise they can be notified of the work in progress.

If a project involves bathroom or kitchen water fixtures or appliances the water shut-off valves must be checked BEFORE you begin the project:

- If the shut-off valves do not hold the water they will have to be replaced. This process requires that you complete and file a Water Shut-Off Request Form with the Condominium Office 48 hours prior to the actual work.
- Your plumber will have to notify the Condominium Office upon arrival at the scheduled time and date for the shut off and drain the water from the system.
- Upon completion of the work your plumber needs to notify the Building Engineer to restore the system.