

UNIT OWNERS ASSOCIATION OF WENTWORTH PLACE, A CONDOMINIUM

POLICY RESOLUTION No. 17-01

RENOVATION POLICY

WHEREAS, Article III, Section 3.1 of the Bylaws provides the Board of Directors with the powers and duties necessary for the administration of the affairs of the Association and the power to adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium;

WHEREAS, the Bylaws for the Association obligates each unit owner to comply with the rules and regulations promulgated by the Board; and

WHEREAS, Article V, Section 5.7 of the Bylaws provides that no unit owner may make any structural addition, alteration, or improvement in or to his unit without the prior written consent of the Board of Directors.

WHEREAS, the Board has repeatedly encountered difficulties with contractors and the renovation projects of various unit owners and has, therefore, determined that it is in the Association's best interest to promulgate rules and regulations regarding renovation;

THEREFORE, BE IT RESOLVED THAT the Board of Directors adopts the following policy with respect to renovation of units:

**I. Definition**

Additions, alterations or improvements shall include any work that affects the building structure, which involves installations and/or substantial modifications (other than simple fixture replacement) to electrical, plumbing, gas and/or heating/air conditioning systems.

**II. Application Process and Fees**

Prior to any renovation activities relating to above, the unit owner shall submit a request to the Management Company accompanied by a security deposit in the amount of \$500.00 *and a separate non-refundable application fee of \$100.00.* The security deposit will be held by the Association for the duration of the renovation, and will be fully refundable if there is no damage caused to the common elements. If there is damage to the common elements as a result of the renovations, the costs associated with those damages shall be withdrawn from the security deposit. If the amount of the damages exceeds the amount of the security deposit, the unit owner shall be assessed with the balance.

The request for renovations shall include, but will not be limited to, the following information:

- a. Details of the proposed renovation work to be performed;
- b. Estimated commencement/completion dates;

- c. The name and contact information for the contractor who will be performing the renovations, including the licensure, bonding and insurance information for the contractor;
- d. If the renovations involve modifications to any flooring within the unit, the name of and specifications for the product being used, the sound reduction value of the underlay, and the type of flooring (carpet, wood including laminate and cork, ceramic/slate tiling, linoleum, etc.) For laminate, cork, hardwood and engineered wood, the minimum insulations/sound value of the underlay must be equal to or greater than Insulation Class 73 (IIC73) and a Sound Transmission Class 72 (STC72);
- e. All work must comply with the plans and specifications in the approved application as well as with all applicable codes and regulations. The Unit Owner is responsible for such compliance. If any work does not so comply, it must be corrected at the expense of Unit Owner; and
- f. Copies of any permits required by Arlington County for such renovation work shall be provided to the Management Company **prior** to beginning the work.

No renovation work may begin in the unit until the unit owner receives written approval from the Management Company which shall be obligated to answer any written request by a unit owner for approval of renovation within thirty days. Failure to do so within such time period shall constitute a consent by the Management Company for the proposed alteration.

### **III. Renovations Restrictions**

Plumbing/electrical: If the work to be performed requires modification to the plumbing, electrical, or structural integrity of the unit, the common elements, or any portion of the Condominium, the unit owner is required to have approval from the Board of Directors prior to beginning work. Plumbing and electrical work performed beyond the boundaries of the unit will require the appropriate license. If the water needs to be shut off, the Management Company must be notified forty-eight (48) hours in advance and water shutoff will only be permitted between the hours of 10:00am and 3:00pm.

Work to remain in unit: All work is to be confined to the inside of the unit and no construction materials, cabinets, fixtures, appliances, etc. are to be stored outside of the unit or in the common elements. No work is to be carried out in the hallways, lobby, or outside in the loading dock, parking lot or the grassy areas.

Parking: Contractors may park only in the parking lot, but not in spaces designated "visitor". No trucks will be parked in the front of the building. Violators will be towed at owner's expense.

Working Hours: To minimize disruption to other residents, renovation work will be done strictly between the hours of 8:00 A.M. and 5:00 P.M. – Mondays through Fridays. No work is to be done on Saturdays/Sundays and public holidays - except in the event of an emergency and upon approval by the Management company. Noise-related work (demolition and the like) will be performed strictly between 10:00am and 4:30pm. Impact devices such as jackhammers, chipping

guns, power-operated hammers, and similar devices will not be permitted unless there is no other substitute available. The need for their use must be noted in the application.

Other: Unit owners are encouraged to take pictures of common elements and document any pre-existing damages prior to the start of their project.

#### **IV. Work preparation/ Disposal of Debris/Trash**

Unit owner will ensure that contractors place protective covering on the elevator floor and in the hallways when bringing materials in and out of the unit/building. Contractor will arrange for all destruction material to be hauled off property and not discarded in the trash/recycle bins or left in the dumpster area. The owner shall be responsible for the costs of repair for any damage done to the common element areas of the Condominium. Contractors/service people are required to clean all common element areas (i.e. stairwells, entry areas, sidewalks, hallways, lobby, etc.) of trash, dirt, dust, etc., caused by their work. This shall be done as needed and on a daily basis, prior to leaving the site.

Contractors will use the padded elevator only to take down all trash to be disposed and/or materials to be brought in, including appliances, cabinets, etc. Furthermore, only the loading dock entrance may be used for any deliveries, including carpeting. No loading/unloading or deliveries will be allowed through the lobby. This elevator is also used for move-ins and move-outs. The padded elevator must be reserved through the management company as priority will be given to the reserving party. The other elevator is **not to be used** to transport any construction materials, appliances, tools etc..

#### **V. Liability**

Unit owner will assume all responsibility, take all precautions and bear all risks with respect to damage to the building structure, its installations and equipment, and property of all other residents, including but not limited to damage caused by water, steam, electrical, fire, or any cause attributable to the work performed by or for the unit owner. Unit owner will be responsible for the full cost of repairs incurred by the Association due to any failure to comply herewith or by the performance of the alteration work.

Should accidental pipe breakage (causing flooding), electricity outage, gas pipe breakage occur, unit owner will inform the Management Company immediately and will bear the cost of dispatching the Association's engineer to remedy the problem. Contractors must not attempt to access water/gas shut off valves and electric panels.

Unit owner shall indemnify and hold the Association harmless from any and all expenses, damages, injuries, proceedings, claims, lawsuits, and actions (including Mechanics Liens) by or on account of any acts or omissions of the contractor, the contractor's agents or servants, or arising in any way out of the performances of the work covered, including without limitation any costs and attorney fees.

If unit owner fails to abide by the above guidelines, the Board of Directors and Management may take necessary action to ensure that such obligation is performed. Unit owner will be responsible for paying any expenses incurred by the Association in connection with such action. The Association may take any appropriate legal action to collect amounts due by unit owner.

All contractors and subcontractors are required to post certificates of insurance for public liability and property damage specifically naming the Association as an “additional named insured.”

#### **VI. Enforcement**

If a unit owner is determined to be in violation of the rules and regulations outlined above, the Board reserves the right to follow its due process procedures to call the owner to a hearing and, if necessary, to assess fines in accordance with the governing documents and the Virginia Condominium Act. A violation fee (currently \$50, fifty dollars) plus any costs associated will be the responsibility of the owner including the application fee of \$100.00.

EFFECTIVE DATE: The Rules and Regulations set forth in this policy resolution are effective as of April 1, 2017. Enforcement of the Rules and Regulations set forth in this policy resolution shall begin effective April 1, 2017.

UNIT OWNERS ASSOCIATION OF  
WENTWORTH PLACE, A CONDOMINIUM

By: Alfia Khaibullina

Title: President

Date: February 22, 2017

UNIT OWNERS ASSOCIATION OF  
WENTWORTH PLACE, A CONDOMINIUM

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors held on Feb. 22, 2017.

Motioned by: Alfia Khabullina      Seconded by: Greg Noble

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	✓			
<u>[Signature]</u> Vice President	✓			
<u>C. Eliezer</u> Secretary	✓			
<u>D. Shome</u> Treasurer	✓			
<u>Donald R. Reinecker</u> Director	✓			
<u>SEN BAKER</u> Director				✓
<u>JUSTIN BAKER</u> Director				✓
<u>LAURA NEUKIRCH</u> Director				✓
<u>Joyce STADNICK</u> Director				✓

ATTEST:

C. Eliezer  
Secretary

2/22/17  
Date

Resolution effective: April 01, 2017

**FOR ASSOCIATION RECORDS**

I hereby certify that a copy of the foregoing Renovation Policy Resolution 17-01 was mailed and/or hand-delivered to all owners of the Unit Owners Association of Wentworth Place, A Condominium at their addresses of record on this .....<sup>22</sup>..... day of .....<sup>February</sup>.....2017.

  
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Property Manager



**Wentworth Place, A Condominium**

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**Unit Owners' Association**

**Application for Renovation**

Request for renovations must be submitted to Management a minimum of thirty days to the start date for Board review.

Unit No. .... Date of request.....

Owner name: .....; Tel. #: ..... (H)/(W)/(Cell)

Owner email: ..... Dates of Renovation.....

Contractor Name..... Contractor cell number.....

Copies of license and insurance information must be attached.

Are permits required for your renovations? Yes..... No..... If yes, please attach.

I have read and understand the Renovation policy. Yes..... No.....

Elevator date being requested.....

Requester's name and signature: .....

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**Mail to:**

Gates Hudson Community Management LLC  
3020 Hamaker Court, Suite 300  
Fairfax, VA, 22031-2220  
Attention: Esther Haley – Portfolio Manager

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For Internal Use:

Application fee- check number \_\_\_\_\_ Security Deposit check number \_\_\_\_\_

Elevator reservation date/time approved by management \_\_\_\_\_

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