

SKYLINE HOUSE  
UNIT OWNERS'  
ASSOCIATION, INC.

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RULES & REGULATIONS

**LAST REVISED APRIL 22, 2009**

# **SKYLINE HOUSE UNIT OWNERS' ASSOCIATION, INC. RULES AND REGULATIONS**

Set forth herein are the Rules and Regulations adopted by the Board of Directors of the Skyline House Unit Owners' Association, Inc. on April 22, 2009, which are issued under the authority conferred by the Declaration and By-Laws of the Association. These rules are effective January 28, 2009 and supersede those issued in August 1979, the revision of June, 1985, and the updates of September 18, 1990, July 17, 1991, July 22, 1992, May 28, 1997, and the revision of May 28, 2003. They are subject to change as the need arises and at the discretion of the Board of Directors. These rules supplement the Declaration and the By-Laws of the Association, as amended, which have been duly recorded in the Land Records of Fairfax County.

WHEREAS, Article V, Section 3 of the By-Laws grants the Board of Directors ("Board") 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 acts and things as are not prohibited by the Condominium Act, the Declaration or the By-Laws required to be exercised and done by the Unit Owners' Association; and

WHEREAS, Article V, Section 3 (d), of the By-Laws enables the Board to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium respecting the use, occupancy or maintenance of the condominium; and

WHEREAS, Article VI, Paragraph B, of the Declaration grants certain easements for use to the unit owners and subjects each unit owner to certain restrictions; and

WHEREAS, the proposed changes to the rules and regulations have been circulated to the unit owners for comment and

WHEREAS, the Board deems it necessary and desirable to establish certain general rules and regulations for the use of units and common elements.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations are hereby adopted.

April 22, 2009

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Norman Baker  
President

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Jean Orben  
Secretary

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**THE RULES AND REGULATIONS AND SKYLINE HOUSE DOCUMENTS WILL BE ENFORCED IN ACCORDANCE WITH ARTICLE XVII OF THE BY-LAWS, SECTION 55-79.80 OF THE VIRGINIA CONDOMINIUM ACT AND DUE PROCESS ENFORCEMENT PROCEDURES AS SET FORTH BY THE BOARD OF DIRECTORS ON SEPTEMBER 29, 1982.**

**RULE 1      GENERAL**

- A. Unit owners/residents, their families, tenants, guests, and licensees shall comply with all rules and regulations hereinafter set forth governing the building, its corridors, balconies, lobbies, drives, grounds and any other appurtenance. All persons who use the condominium facilities in any manner are subject to the provisions of the Declaration, By-Laws and any rules or regulations passed pursuant thereto.
- B. In addition, the Association reserves the right to alter, amend or modify such rules and regulations, and unit owners/residents agree to abide by such alterations, amendments or modifications.
- C. Unit owners/residents shall not use or permit units to be used for unlawful purpose, or do or permit any unlawful act in or upon the premises in violation of Federal, State or Local laws or Association By-Laws.

In determining whether a unit is being used for business in violation of the By-Laws, a Board decision will be made on a case-by-case basis, taking into consideration whether a) the non-residential use is a primary or incidental use to the unit, and/or b) what effect the non-residential use has on the common elements and services provided by the Condominium Association.

- D. In the event that an owner: (a) has condominium assessments that are overdue for a period of more than thirty (30) days, or (b) has been found to be in violation of a rule or regulation of the Association and has failed to abate such violation after appropriate notice, the board may suspend or limit the privilege of that owner, and/or his/her tenants, family members, invitees and guests, to use the common facilities of the Association. When used herein, the term "facilities" means the pool, party rooms, card room, billiard rooms, exercise room, library, guest parking, and any other similar amenity.
- E. With the exception of voting rights, owners forfeit all Association privileges to his/her resident renter.
- F. Smoking is prohibited in the common areas with the exception of:
  - 1. Unit balconies
  - 2. Outside areas (such as roof terraces and pool area sundeck)
- G. No food or drink may be consumed in any of the following common areas of the Condominium, including but not limited to all corridors/hallways, stairways, lobbies, elevators and rest rooms.
- H. Responsibility for Conduct of Children/Minors
  - 1. Unit Owners/Residents are at all times responsible and accountable for the actions of their children, wards, minor guests or any other children under legal age whom they sponsor within the premises or who are on the premises at their own express or implied invitation. This stipulation includes financial and legal responsibility and

accountability for the damages caused by, vandalism, misconduct or objectionable behavior within the premises by children or minors so sponsored.

2. Conduct of children and minor guests within the premises are governed by the same provisions in the By-Laws and Association rules as those pertaining to adult residents and guests.

## **RULE 2      OCCUPANCY**

### **A.      Occupancy Limits**

No owner shall allow occupancy by more than four residents in a three bedroom unit, or two bedroom and den unit, three residents in a two bedroom unit or a one bedroom and a den unit, or two residents in a one bedroom unit. However, no owner who complied with this restriction at the time of acquisition of the unit shall be required to move by reason of over-occupancy of the unit by child or children born to or adopted by the owner after occupancy commences.

### **B.      Visitors**

Anyone who resides, dwells, lodges or stays within Skyline House Condominium for more than sixty (60) days in any one year, which days need not be consecutive, is considered a "resident" for purposes of the occupancy limitations of the By-Laws and Rules and Regulations. Any guest for more than sixty (60) days who causes a unit to be over-occupied, as defined in the Fairfax County Zoning Ordinance, Section 2-502, and/or in the By-Laws in Article X, Section 3 (1), shall be considered a "guest" and not a resident only if approved, in writing, by the Board of Directors on a case-by-case basis for good cause shown.

## **RULE 3      LEASING-RESALES**

### **A.      Leasing**

1. All residents and non-resident unit owners are required to complete and periodically update data forms provided by Management.
2. Unit Owners are responsible for seeing that each tenant is provided with a copy of the current Skyline House By-Laws and Rules and Regulations.
3. Unit Owners are required to furnish copies of executed lease agreements and renewal of leases to Management, as the agent for the Board of Directors. In the case of new occupancy and, in the case of renewal, prior to the effective date or renewal, in accordance with Article X, Section 2 of the By-Laws.
4. No unit shall be rented for transient or hotel purposes, or in any event for a period of less than six (6) months.
5. No portion of any unit (other than the entire unit) shall be leased for any period.
6. Former Tenants/Occupants:

- a. No one who has been a tenant or occupant in a unit at Skyline House Condominium, the owner of which unit has been required by the Association to terminate the lease because of the violation by the tenant of the terms of the Skyline House Declaration, By-Laws or rules and regulations, may rent or occupy another unit that is leased at Skyline House.
- b. The Board of Directors shall have the authority to require an owner whose unit is occupied by a person in violation of the previous paragraph to terminate the lease that allows that person's occupancy of the unit.
- c. The Management Office shall keep a record of people who have been tenants or occupants under leases that have been terminated for violating the terms of the Skyline House Declaration, Bylaws or rules and regulations. Owners who wish to rent their units shall be advised to check with the Management Office to ascertain whether the prospective tenant is included in said record, to avoid the possibility that the Association will require the owner to terminate the lease pursuant to this Regulation.

**B. Resale - Realtors**

1. Any owner who has listed his/her unit with a real estate broker shall provide the Association with a copy of the listing agreement including the name and phone number of the listing agent(s) within seventy-two hours (not including weekends and holidays), after the listing.
2. The unit owner shall complete an admit slip allowing real estate agents to have access to that unit. A business card of the listing agent shall be attached to the admit slip. The admit slip shall be updated every 90 days or as required.
3. Real estate agents entering the building shall provide the following identification: a business card showing them as a real estate agent, a valid driver's license with a picture ID, a lock box key or a real estate pocket license. Provided one is a picture ID, two of these four items shall be shown.
4. Unit owners are required to notify Management of the pending transfer of title in the event of re-sale of a unit or a parking space. Upon re-sale, copies of re-sale documents shall be furnished to Management.
5. Open House: All doors leading to the common area hallways shall be kept closed at all times, except when people are actually entering or exiting the unit.

**RULE 4 ASSESSMENTS**

- A. The annual assessed condominium fee shall be paid by check or money order to Skyline House in 12 equal monthly installments on or before the first day of each month at a place designated by the Board of Directors. Payments may also be made through electronic funds transfer.
- B. Any assessment payment or installment received later than the 10<sup>th</sup> day of the month shall be termed delinquent and a late charge will be levied at the prevailing rate\*.

\* *Rate is subject to change.*

**RULE 5      ACCESS TO BUILDING**

- A. Solicitors are not permitted in the building; residents who are contacted by solicitors should notify the reception desk immediately.
- B. Residents shall not assist entry to the building by opening doors for any person not known to them.
- C. Residents are required to use their security fob to enter the main lobby door. Those without security fobs are required to identify themselves and sign in the resident log at the reception desk.
- D. Visitors to the building shall sign the visitor's log at the reception desk, present personal identification and, if using guest parking, shall enter the license plate number of their motor vehicle in the log and present a drivers' license. Prior to the visitor/s being allowed to proceed beyond the reception Desk, clearance shall be obtained from the owner/resident by phone or intercom unless the owner/resident has provided one of the following:
  - 1. An admit slip or letter advising of the prospective visitor(s).
  - 2. Verbal notification of the prospective visitor(s).
  - 3. A guest list.
- E. Open House
  - 1. The unit owner/real estate agent/representative shall be present at each open house.
  - 2. All persons entering Skyline House for the purpose of viewing a unit for sale or rent shall sign-in at the reception desk and be escorted to and from the unit by the owner/real estate agent/representative.

**RULE 6      RECEPTION DESK SERVICES**

- A. Reception desk personnel may accept packages, keys and telegrams at the resident's risk. Packages shall not be accepted at the Reception Desk if larger than 120 inches length and girth or weighing more than seventy pounds. Residents shall make arrangements with the Postal Service, UPS, Federal Express, etc. to have packages delivered to them that exceed this size and weight.
- B. Registered or certified mail and COD's cannot be accepted.
- C. Reception desk personnel cannot accept packages, mail or other articles which are addressed solely to a business without a resident's name and resident's unit number.
- D. Equipment, such as a luggage cart and dolly, exercise room key and billiard room key and equipment, is available for use by residents on condominium property only. Residents, upon signing for these items at the reception desk, will leave a photo I.D.

during the use of the equipment and agree to return equipment within one hour. If no other resident is waiting, the equipment may be kept for another hour.

#### **RULE 7      PROPER DRESS**

All persons shall be properly attired when appearing in the lobbies, corridors, elevators and all other common areas within the buildings.

#### **RULE 8      MOVE-INS, MOVE-OUTS, AND DELIVERIES**

- A. All move-ins and move-outs, whether commercial or self service, shall be scheduled in the Management Office and applicable fees\* paid at that time. The move-in fee\* applies to all move-ins, including new arrivals, inter- and intra-building moves, and moves into furnished units. The move-in fee applies regardless of the amount of goods involved.
- B. A processing fee at the prevailing rate shall be charged for non-resident owners to cover administrative expenses.
- C. All move-ins, move-outs, on loading, off loading, and deliveries of large, commercial or bulk items shall be made via the loading dock areas and the service elevators.
- D. Service elevators and loading areas may be used for these purposes between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday. Service elevators and loading dock areas may not be used for these purposes on Sundays or days National Holidays are observed.
- E. Residents shall complete and sign an "admit slip" and, when applicable, furnish unit key(s) to the reception desk when they expect deliveries during their absence. The unit owner/resident assumes full responsibility for any damage or loss.
- F. Prior to occupying/moving into a Condominium unit or prior to the start of any renovation of the unit at Skyline House, new owner(s)/resident(s) shall, without exception, attend an orientation conducted by the Skyline House Management staff.

*\* Rate is subject to change.*

#### **RULE 9      ELEVATORS**

- A. No smoking, eating or drinking is allowed in elevators.
- B. Residents are responsible to ensure that caterers and other deliverers to the penthouse shall make their deliveries and removals from/to the loading docks via the passenger elevators from/to the lowest level (S-level in the east building and G-level in the west building).
- C. Transport of bicycles from/to the individual units shall be made via the service elevator.

#### **RULE 10      ACCESS TO UNITS, KEYS AND LOCKS**

- A. Emergency Repairs and Inspections

1. Employees and agents of the Skyline House Unit Owners' Association shall have the right to enter any Unit when necessary to carry out emergency repair to electrical, potable water or plumbing systems or fixtures when failure or malfunction of such systems or fixtures within the unit may be causing any damage to another unit or common elements or is otherwise threatening the safety of persons or property.
2. The Association shall attempt to notify the Unit Owner or his/her agent of the need to enter the unit at the time such need is recognized and document such attempt in writing whether successful or not. Notification shall be at such telephone number or e-mail address as is provided by the owner to the Association.

B. Non-Emergency Repairs and Inspections.

1. Non-emergency repairs and inspections are events not involving immediate threat to persons or property. Employees of the Skyline House Unit Owners' Association shall have the right to enter any Unit at a time specified by the Unit Owner or his/her agent after at least forty-eight (48) hours of the time notification is provided to the Unit Owner or his/her agent that such access is necessary. The forty-eight (48) hours shall begin when the latest of the following events occurs: (a) when notice is posted on the door of the unit; and (b) when notice is provided to the unit owner at such telephone number, facsimile number or e-mail address as is provided by the owner to the Association.
2. If the Unit Owner or his/her agent fails to specify a time reasonably convenient to the Association within forty-eight (48) hours of notification that such access is necessary, employees of the Association may enter the unit and accomplish such non-emergency repairs or inspections after forty-eight (48) hours have elapsed from the time notification has been provided pursuant to this Rule.
3. Non-emergency repairs accomplished in this fashion may include any repair, maintenance or construction for which the Association is responsible or for which the Unit Owner is responsible but has not completed within the time specified in a notice provided to the Unit Owner by the Association.

C. Damage Caused During Entry, Repairs or Inspections.

Any damage caused when employees of the Association enter a Unit to carry out repairs or during the course of such repairs shall be repaired at the expense of the Association, unless: (a) such damage is the result of forced entry made necessary because the Unit Owner has failed to provide the Association an access key; or (b) unless the entry has been made to perform any obligation for which the Unit Owner is responsible, in which events the entry and all work done shall be at the risk and expense of the Unit Owner.

D. Keys for each lock currently on the unit's entrance door must be furnished to the Management Office, where they will be secured under restricted access for use pursuant to this Rule.

E. Security keys requested by the owners over and above the number to which they are entitled, according to the legal number of occupants, will be sold in the Management Office at the prevailing rate. Any request for more than two additional keys must be submitted to the Board for approval.

**RULE 11     LOCK-OUTS**

Residents will be charged a fee at the prevailing rate\* upon their request for a key to their unit door to be provided to them by management outside the normal working hours. (See schedule of fees).

*\*Rate is subject to change.*

**RULE 12     USE OF WHEELED VEHICLES**

Wheeled vehicles used for recreational purposes (such as bicycles, skateboards or roller skates) shall not be ridden or left unattended in the halls, lobbies, passageways, garage, outside parking areas, no-parking zones, sidewalks, loading dock areas or grounds. Bicycles may be ridden only outside the buildings for exiting and entering Skyline House property.

**RULE 13     NOISE DISTURBANCES**

- A. Unit owners/residents shall not make or permit to be made any disturbing noises or commit or permit any act which will unreasonably interfere with the rights, comfort or convenience of any other unit owner/resident.
- B. In order to reduce noise transference, all unit owners/residents are required to install and maintain carpeting or rugs covering seventy-five percent (75 %) of the walking and living areas of each unit (except kitchen and bathrooms).

**RULE 14     PETS**

Pets or other live animals are prohibited within any unit or on the premises except prescribed service animals.

**RULE 15     BALCONIES, PATIOS , WINDOWS AND SUNDECKS**

- A. Nothing shall be hung or otherwise placed upon the exterior of buildings, such as laundry, clothing, rugs or signs.
- B. Clothes lines, clothes racks or any other similar devices are not to be used to hang any items on any balcony, patio, window or sundecks.
- C. Nothing shall be thrown from windows, sundecks, balconies or patios.
- D. Shaking of mops, brooms or other cleaning materials from the balconies, patios or windows is not permitted.
- E. Flower boxes, if attached to the railing, shall be on the inside of the railing and securely fastened.
- F. Awnings, blinds, shades, screens and like items and appurtenances, except window screens as installed by the developer, shall not be installed by any unit owner/resident beyond the confines of his unit without prior written consent of the Association Board of

Directors. (The balcony or patio associated with a unit is considered beyond the confines of that unit.)

- G. Balconies and patios shall not be used for storage.
- H. Bicycles shall not be stored on balconies or patios.
- I. All balcony floor coverings shall be approved in writing by management prior to installation. Only the following coverings are currently permitted, with board approval:
  - 1. Carpeting with a non-rubber backing and not glued down to the balcony surface may be used during the summer months (April through October). Carpeting shall be rolled up and stored from November through March.
  - 2. Tiling (non-skid ceramic, terra cotta etc.)  
(The above options may change at the discretion of the Board of Directors based on the latest technical information and recommendations.)

**RULE 16    DECORATIONS**

- A. Seasonal decorations are permitted on unit doors and balconies. For special occasions, decorations of any kind, including lighting, are not permitted except by application to and permission from management.
- B. No signs (including but not limited to advertisements, posters and real estate markers) shall be posted in any of the common areas or upon Skyline House property, other than those posted by management.

**RULE 17    STORAGE ROOMS**

- A. Any unit owner/resident, at his or her own risk and without liability or responsibility on the part of the Association, may use the assigned storage space for the storage of items consistent with Rule 20 B, Fire Safety.
- B. Any items left outside storage bins will be considered abandoned and will be disposed of by Management.

**RULE 18    PARKING / VEHICULAR RESPONSIBILITIES**

- A. Fire Lanes  
Parking or standing in posted fire lanes is prohibited. Vehicles in violation are subject to being towed without warning at the owner's risk and expense.
- B. Handicapped Parking  
Handicapped guest parking spaces are limited to vehicles displaying a valid handicapped permit, decal, license plate or a disabled veterans plate. Vehicles without the proper identification are subject to being towed without warning at the owner's risk and expense.

C. Guest Parking

1. Visitors leaving their vehicles in guest parking spaces shall register them at the reception desk. Vehicles not so registered are subject to being towed without warning at the owner's risk and expense.
2. No vehicles owned/operated by residents, unit owners, including unit owners of commercial units and persons employed in such commercial units shall be parked in guest parking/handicap guest parking spaces for more than one hour. Vehicles in violation are subject to being towed without warning at the owner's risk and expense.

D. Loading Docks

Parking is prohibited in loading docks and compactor access areas. Unauthorized vehicles are subject to being towed without warning at the owner's risk and expense. Exceptions are:

1. Vehicles authorized by management to park for a specified period of time.
2. Vehicles bearing a current Skyline House registration decal which may park for a maximum of thirty (30) minutes.

E. Garage and Privately Owned Spaces

1. The garage and other privately owned outside spaces are for parking automobiles, motorcycles, and other passenger vehicles and boats, trailers or similar recreational conveyances, provided they do not exceed the perimeter of the respective parking space.
2. All conveyances as described above and contents thereof parked on the premises shall be at the sole risk of the owner.
3. Drivers in the garage will:
  - a. Use headlights at all times.
  - b. Observe posted garage speed limit (5 MPH).
  - c. Follow traffic flow directional signs.
  - d. Yield right-of-way to traffic on ramps.
4. Car washing in the garage or elsewhere on the premises is prohibited.
5. Vehicles shall not be repaired, or any lubricants or fuels changed in the parking garage, outside parking spaces, or elsewhere on the premises, except for emergencies, such as changing tires or starting the vehicle with jumper cables.
6. All residents (owners and renters) shall register their vehicles at the front desk and obtain the appropriate permanent decal or temporary pass. These vehicles on Skyline House Unit Owners' Association property must display an authorized valid Skyline House Unit Owners' Association decal or temporary pass in a prominent location.

7. If any employee of the Association shall, at the request of the unit owner/resident, handle, move, park or drive any automobile or other vehicle within the condominium complex then, in every case, neither the Association nor such employee shall be liable for any loss, damage or expense.
8. The storage of unmounted or detached tires, trunks, tool boxes, bicycles or other similar items is prohibited in the garage and outside assigned parking spaces.
9. Parking spaces may be sold only to Skyline House Owners and rented only to Skyline House residents.
10. All residents have the option to purchase parking cones for placement in their outdoor parking spaces.
11. Any vehicle on Skyline House property that leaks hazardous material (e.g. motor or transmission oil, gasoline or diesel fuel, etc.) is subject to being towed off the property by management at the owner's or operator's risk and expense. Such vehicle shall not be returned to Skyline property until the cause of the violation is remedied. In addition, the owner/operator of such a vehicle is responsible to the Association for any expenses incurred for the cleaning and removal of the hazardous material.
12. All parking spaces on Skyline House private property regardless of size are limited to a maximum of one vehicle per space. Vehicles in violation are subject to being towed at the owner's or operators risk and expense.
13. Any vehicle parked on Skyline House property that is not operable (severely damaged, junked, wrecked or neglected) shall be towed from Skyline House property. If the Vehicle is parked in a reserved parking space, appropriate notice shall be given to the owner or renter of record of such space prior to towing. The Association assumes no responsibility for such towing. However, a record shall be maintained.

F. Garage Entry Door Operation

1. Unit owners are issued one garage automatic door opener for each assigned garage parking space which will enable operation of the garage door. Additional automatic door openers may be purchased only by the owner or designated agent at the prevailing rate\*. If an automatic door opener will no longer operate the garage door, the charge for a new automatic door opener will be at the prevailing replacement rate\*. Additional and replacement automatic door openers may be purchased only by unit owners or designated agent from Management at the prevailing rate\*.
2. Garage entry is limited to one vehicle per garage door opening. No vehicle may tail-gate to gain garage entry.

G. Legal Responsibility

If a unit owner/resident or any member of his family, tenants, guest invitees or licensees shall illegally park or abandon any vehicle which is then removed or caused to be removed from the premises, or moved on the premises, the Unit owner/resident shall hold

the Association harmless for any and all damages or losses that may ensue, and expressly waives any and all rights, notices and resources in connection therewith that he/she may have under the provision of State, County or City laws or ordinances. Vehicles of violators of any parking rules or regulations shall be towed away at the owner's sole risk and expense with the exception of Police, Fire or Public Health or other Emergency vehicles which are properly identified, and the Association shall not be liable for any inconvenience, damage or expense that may be suffered or sustained in connection therewith.

*\*Rate is subject to change.*

#### **RULE 19     TRASH DISPOSAL**

- A. Nothing shall be left on the floors of the disposal rooms. All trash shall be bagged, tied and placed in the trash chute. Newspapers and other items for recycling shall be taken to the collection areas located in the loading dock areas.
- B. Residents shall take empty boxes or other items too large to go into the trash chutes, via the service elevators, to the loading dock. Residents shall not leave anything for disposal in disposal rooms, hallways, service elevators or other common areas.
- C. Lighted objects and clothes hangers shall not be thrown down the chute.
- D. Disposal of combustible materials (including paint) via the disposal rooms is strictly prohibited.

#### **RULE 20     FIRE SAFETY**

- A. Unit owners/residents shall not permit or engage in any act that may increase the danger of fire or damage or cause an increase in the rate of the Association's insurance premium.
- B. Unit owners/residents shall not keep any gasoline, explosives, fireworks or vapor-producing flammable material anywhere on the premises.
- C. As prescribed in Fairfax County Ordinance F311.1, only electric grills may be used on patios and balconies. Use of electric grills shall not result in any nuisance, such as smoke and/or odors offensive to other residents, or violation of Fairfax County air pollution regulations.

#### **RULE 21     WATER DAMAGE**

- A. Toilets and other water and sewer apparatus shall not be used for purposes other than those for which they were designed; and no sweepings, matches, rags, ashes, cigarette butts, dental floss, sanitary napkins, disposable diapers or other unsuitable articles shall be thrown therein.
- B. Unit Owners/Residents shall use only low-sudsing soaps and detergents which will not cause overflow of water and suds into other condominium units or common areas.
- C. In order to reduce water damage throughout the condominium, Management is authorized to inspect all hoses and connections in all units at least annually and, if needed, order their replacement or repair via a written notice. Such repair or replacement, at the

expense of the owner, shall be completed within thirty (30) working days from the date of the notice for change.

**RULE 22     MASTER TELEVISION ANTENNA**

- A. All television connections shall be made of coaxial cable and matching transformer, if appropriate.
- B. Antennas for reception of radio, television signals and satellite dishes may not be placed or installed beyond the confines of a unit.

**RULE 23     PARTY ROOMS (REQUIREMENTS FOR PRIVATE USE)**

A. General

- 1. Party rooms are provided only for the personal use and convenience of Resident Unit Owners/Tenants. Charges will be levied at the prevailing rate\* for the private use of the Party Room.
- 2. Party rooms shall not be used by or reserved for outside organizations or clubs, nor shall it be used for any commercial or profit-making purposes. Under no circumstances shall funds be collected or contributed from attendees for the purposes of defraying the costs or expenses of an event conducted in the party rooms.
- 3. Residents may not charge, solicit, accept or encourage the payment of monies for admission to any event in the party rooms whether for charitable purposes or otherwise.
- 4. The party rooms shall not be used for any unlawful purpose.
- 5. The party rooms will be available for use between the hours of 10:00 a.m. and midnight, Sunday through Thursday; and between the hours of 10:00 a.m. and 1:00 a.m. Friday and Saturday. All music, dancing and singing will be stopped by 11:00 p.m. Sunday through Thursday and by midnight on Friday and Saturday.

B. Pre-Party Arrangements

- 1. Seventy-two (72) hours in advance (excluding Saturday and Sunday), the resident host shall provide management with an alphabetical list of the names of all expected guests. This number may not exceed 100 persons.
- 2. For parties exceeding 25 guests, management will hire one guard at the prevailing rate\*. For parties exceeding 60 guests, management will hire two guards at the prevailing rate\*. The guard/s shall be present until all guests have left the premises. The cost of the guard/s will be charged to the Resident Host.
- 3. Parties for children under the age of eighteen (18) must be chaperoned by at least two adults (over age 21) who must remain for the duration of the party. In the event there are more than twenty children, there must be one further adult chaperon for each additional ten children. The names of the chaperons must be given to Management 72 hours prior to the party.

C. Room Maintenance Responsibility

1. An inventory of the Room furnishings will be completed and signed by both the Resident Host and Management before and after the party. The resident host agrees to assume full financial responsibility for any damage to the premises, furniture and equipment, whether incurred by the resident host or invited guest. Actual damages and/or losses shall be assessed against the Resident Host based on the pre-and post-party inventories.
2. No furniture or rugs shall be removed from the party rooms without the permission of Management.

D. Deliveries

All party deliveries, pickups or removals shall be made through the East and West loading docks only. (see Rule 9B)

E. Host Responsibilities

1. The resident host shall be present throughout the duration of the party and is responsible for ensuring that guests vacate the party rooms by the specified hour. Only resident host and clean-up assistants may remain longer for cleaning purposes.
2. Resident hosts will be subject to sanctions and/or fees imposed by the Owners' Association for misconduct or disturbances caused by their guests, either in the party rooms or elsewhere on the premises.
3. Parties or gatherings will be confined to the Party Room. In NO instance may parties or gatherings extend to the galleries, halls, stairwells, roof terraces or elsewhere in the common areas or grounds.
4. For security reasons, the resident host shall be responsible to ensure that all guests who enter our property are those whose names have been furnished to management as prescribed in para A 1 above and that all guests enter through the main lobby. The host shall also be responsible to ensure that their guests do not use any other entrance to access the buildings, thereby violating the purpose of this rule and allowing unauthorized persons access to the condominium.

F. Alcoholic Beverages

1. The consumption of any alcoholic beverage shall be in accordance with the State and County Alcoholic Beverage Control Laws.
2. No alcoholic beverage may be sold.
3. The consumption of alcoholic beverages by party room guests, and any possible consequences thereof, is the sole responsibility of the resident host.
4. The resident host has the responsibility to ensure that no alcohol is consumed by persons under 21 years of age.

G. Noise

1. Amplifiers and/or loud speakers shall be placed on tables or similar elevated stands away from the walls to eliminate transmission of sounds and/or vibrations to other parts of the building. Sound absorbing materials shall be placed beneath each amplifier and/or loud speaker. The volume and bass response of such equipment shall be kept low enough so as not to disturb anyone on the floors below.
2. No stamping of feet, jumping or any other kind of noise made by the impact on floors will be permitted.
3. The resident host is responsible for ensuring that noise levels shall be such as to safeguard peace and quiet in the rest of the building. Failure of party room users to comply with requests or warnings, from management or its authorized representatives, to reduce noise levels shall result in management's direction to terminate the party and vacate the room forthwith. Failure to comply with management's request to vacate the area may result in further sanctions.

#### H. Clean-Up

1. The resident host shall remove all personal property (dishes, food, bottles and decorations) immediately after the party. Anything left behind shall be considered as abandoned.
2. The resident host shall see that all trash is collected and put in the trash chute which can be used until 11:00 p.m. After that hour, trash should be left in the receptacles provided for this purpose in the disposal room.
3. No spilled liquids or food shall be left overnight on the floors, counters or furniture.

*\*Rate is subject to change.*

## **RULE 24     SWIMMING POOL**

### **General**

For the purpose of these rules and regulations, the term "pool area" is as defined in the Fairfax County Code, that is, "the pool(s) and all equipment and structure appurtenant thereto, including all areas located within the perimeter security fence or barriers." The Skyline House swimming pool meets the definition of a "public pool" as defined by the Fairfax County Swimming Pool and Health Spa Ordinance (Section 69-1-1 to 69-3-14 of the Fairfax County Code) and is therefore subject to suspension of operation if the life, health or safety of its users is endangered.

The Fairfax County Code further provides for the imprisonment, not to exceed thirty (30) days, or a fine, not to exceed One Thousand Dollars (\$1,000), or both, of anyone who violates any provision of the Fairfax County Swimming Pool and Health Spa Ordinance.

The Fairfax County Code requires that any person having any skin disease, nasal or ear discharge, inflamed eyes, or any communicable disease be denied admission to the pool area. Any child using the main pool must be toilet trained.

Boisterous or rough play and running at any swimming facility is prohibited by Fairfax County Code.

The following rules and regulations apply to the use of the pool area:

- A. For health reasons, all bathers will take a shower before entering the pool. Only a non-grease type suntan lotion may be used. Persons using the pool area are to deposit their papers, cigarettes, cigars, or other refuse in the proper receptacles furnished for the purpose. No person shall use the pool unless it is officially open and the pool operator is on duty.
- B. Unit owners/residents and their guests may use the facilities located in the pool area with the understanding that they will comply with the rules and regulations. It is the duty of Unit owners/residents to ensure that their guests are informed of such rules and regulations. The pool operator and/or management may evict violators. The board may bar violators for a period of time to be determined based on a recommendation from the pool operator and/or management as to the nature and seriousness of the violation.
- C. Unit owners/residents will be admitted on a no-charge basis. At the beginning of each swimming season, management will issue a given number of pool identification cards based on the occupancy restrictions of Units as set forth in ARTICLE X, Section 3(l) of the BY-LAWS, which provides as follows:

4 in a 3-bedroom Unit or in a 2-bedroom and den Unit  
3 in a 2-bedroom Unit or in a 1-bedroom and den Unit  
2 in a 1 bedroom Unit

Such cards are transferable and may be used for guests. If an identification card is lost, a replacement will be issued by management at the prevailing rate\*.

- D. On Saturday, Sunday or days National Holidays are observed each unit owner/resident may purchase up to four (4) single day guest passes. An aggregate number for the pool is not to exceed twenty (20) guest passes each day. Such passes may be purchased at the reception desk in advance on a non-refundable basis and are valid only for the date for which issued. At all other times and within the limits of available space in the pool area, as determined at the time by the pool operator, unit owners/residents may purchase, at the prevailing rate\*, non-refundable guest passes which are valid only on the date for which issued.
- E. Prior to seasonal opening, management will announce the inclusive dates and hours during which the swimming pool will be open. Subsequent changes in the dates and hours will be posted on the bulletin boards in each mail room lobby as far in advance as possible. Tuesday and Thursday evenings (between 5:00 PM and closing) use of the pool area shall be restricted to individuals age sixteen (16) and over.
- F. The pool may be closed at any time due to breakdown, weather conditions or other operational difficulties at the discretion of management or the pool operator.
- G. Robes or other suitable outer garments and shoes or sandals shall be worn to and from the pool area. However, street shoes will not be worn on the pool deck. Bathers are to use the G-level corridors to and from the pool/mezzanine elevators. Dripping bathing suits in building areas should be avoided.

- H. Upon entering the pool area, all persons shall surrender their passes to the pool operator on duty and sign the pool log book. Passes should be picked up when leaving the pool area.
- I. In order to be admitted to the pool area, all children under the age of 12 shall be accompanied by a person 16 years of age or older. There shall be one person of at least 16 years of age to be responsible for every two children under the age of twelve, who shall remain with the children during the entire time they are in the pool area. Children under age three are not permitted in the main pool; they are permitted in the kiddie pool provided they are wearing rubber pants and are supervised by an adult.
- J. Unit owners/residents will be held responsible for the actions of their children and their guests. The cost of any property damage will be charged to the responsible unit owner/resident.
- K. Appropriate swimming attire shall be worn in the pool. Appropriate swimming attire is defined as clothing expressly designed for swimming that is freshly laundered, sanitized.
- L. Persons appearing to be under the influence of intoxicants or drugs will not be permitted in the pool area.
- M. Wheeled vehicles, except wheelchairs or similar vehicles serving the same function will not be allowed in the pool area.
- N. All accidents, regardless of how minor, shall be reported to the pool operator on duty. First aid assistance and supplies may be obtained from the pool operator.
- O. The Association will not be responsible for any loss or damage of personal property of any kind.

### **CODE OF CONDUCT**

- A. No food or drink may be taken into or be consumed within the pool area except water in plastic containers. No chewing gum will be allowed in the pool area.
- B. No glassware of any kind will be permitted within the pool area.
- C. The volume of any radio, record player, television, tape recorder or musical instrument in the pool area shall be kept sufficiently reduced at all times so as not to disturb others in the immediate vicinity.
- D. No abusive or profane language or breach of peace will be tolerated.
- E. Expectorating or blowing of nose in the pool is prohibited.
- F. Rubber rafts, balls, play equipment, etc., are strictly prohibited. Training devices, such as tubes and water-wings for inexperienced swimmers and children, may be permitted at the discretion of the pool operator.
- G. No diving of any kind is permitted.
- H. Smoking is prohibited within the pool area. Smoking is permitted in the sundeck area only.

- *Rate is subject to change*

## **RULE 25     OTHER FACILITIES**

### **A.     Card Room and Exercise Room.**

1.     Use shall be in accordance with the schedules and hours as set by the Association.
2.     Use of the rooms by minors (under age 18) is expressly prohibited unless accompanied and supervised by an adult.
3.     Unit owners/residents will be held responsible for damage other than ordinary wear and tear caused by themselves, their families and/or guests.
4.     When sauna and steam rooms are not in use, the power shall be turned off. To prevent mold, the door to the steam room shall be left open after use.
5.     Users of the exercise room shall wear appropriate cover-up or “Workout” clothing and footwear while in the facility. At a minimum, the upper torso shall be covered and trousers or shorts must also be worn.
6.     Persons using the sauna or steam room must also wear clothing appropriate for those facilities.

### **B.     Billiard Rooms.**

1.     Use shall be in accordance with the schedules and hours as set by the Association.
2.     Use of billiard rooms by persons under age 18 is expressly prohibited unless accompanied and supervised by an adult. A resident shall be 21 or older to sign for the billiard equipment and key to the billiard room.
3.     A resident shall be with guests in the billiard room at all times.
4.     Play is limited to one (1) hour if other prospective players are waiting to use the table/s and or equipment.
5.     Unit owners/residents will be held responsible for damage other than ordinary wear and tear caused by themselves, their families and/or guests.

## **RULE 26     INSURANCE DEDUCTIBLE**

In all cases of claims against coverage under the Association's insurance policy, the person or entity responsible for the maintenance of the damaged or destroyed property, or the person or entity responsible for the damage or destruction of the property, shall bear the deductible.

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