

# SKYLINE HOUSE UNIT OWNERS' ASSOCIATION

3711 South George Mason Drive Falls Church, Virginia 22041

# **RULES AND REGULATIONS**

**FEBRUARY 2022** 

# **FOREWORD**

Set forth herein are the <u>Rules and Regulations</u> adopted by the Board of Directors of the Skyline House Unit Owners' Association (SHUOA), Incorporated, which are issued under the authority conferred by the Declaration and By-Laws of the Association. These rules become effective as of the date of issue following signature by the President and Secretary of the Board and are subject to change at the discretion of the Board. All rules and regulations are promulgated and enforced in accordance with SHUOA By-Laws; Section 55.1-1956 (formerly 55-79.80) of the Virginia Condominium Act; and the Board of Directors Resolution dated September 29, 1982.

Changes or amendments to the rules and regulations Handbook, as approved by the Board, are under the responsibility of the Association's Covenants Committee Charter. All comments and questions regarding the rules may be submitted for consideration to the Covenants Committee Chairperson or to any Board Member.

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Richard Porter	Linda Councill
President Myoull	Secretary
Date: 2/21/22	Date: 03/25/2022

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Date	Rule	Subject
03/2014	(baseline)	Miscellaneous changes
		12/2
11/2017	15-L	Unsightly window coverings
04/2019	(global)	Miscellaneous editorial changes
	1-A-2	General liability rule
	2-A	Occupancy limits
	7-D/E	Courtesy, littering, abuse of furniture
	14-B	Emotional support animals
	15-K	Tiles on balconies prohibited prospectively
19-E/F 21-F	19-E/F	Trash, recycling, disposal fee
	21-F	Over-age water heaters
-	25-C	Minimum age for use of exercise room
23-A	23-A	Party room rental; insurance required
10/2019	18-F-3	Cofo driving in garage
10/2019	10-11-3	Safe driving in garage
	7-F/G	Malicious mischief in common areas
	15-K	Tiles on balconies to be removed in 2021-22
01/2022	28	Contractors (etc); licensing & insurance
	29	Architectural mods; review & approval
02/2022	15-K	Certain balcony coverings to be permitted

#### RULE 1 GENERAL

#### A. Compliance with Rules and Regulations

- 1. Unit owners, 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.
- 2. The failure by any owner or any owner's family member, tenant, guest, agent, contractor, invitee or licensee to comply with any rule or regulation shall entitle the Association to all remedies available to it at law, including, but not limited to, assessment of charges against the owner pursuant to the Virginia Condominium Act. The unit owner shall furthermore be responsible for damages or vandalism to common areas or to units caused by him/herself, family members, tenants, guests, agents, contractors, invitees or licensees.
- The Association reserves the right to alter, amend or modify such rules and regulations, and unit owners and tenants agree to abide by such alterations, amendments or modifications.

#### B. <u>Prohibition of Unlawful Acts on Property</u>

Unit owners and tenants 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 Association.

# C. <u>Suspension of Privileges</u>

- 1. In the event that an owner: (a) has condominium assessments or invoices 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.
- 2. With the exception of voting rights, an owner not residing on the property relinquishes all Association privileges to his/her resident tenant.

#### D. Responsibility for Behavior of Children/Minors

Unit Owners and tenants 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.

#### RULE 2 OCCUPANCY

#### A. Occupancy Limits

No owner shall allow occupancy in excess of the statutory standard. As allowed by Virginia Code 36-105.4, the occupancy limit shall be two persons per bedroom or den. 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. Guests

Anyone who resides, dwells, lodges or stays within the premises for more than 30 days in any one year, of which the 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 staying for more than 30 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 (I), 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 <u>LEASING/RESALES</u>

#### A. Leasing

- 1. All resident and non-resident unit owners are required to complete and periodically update data forms provided by the authorized agent for the Board of Directors (hereafter referred to as "Management").
- 2. Unit Owners shall ensure that each tenant is provided with a copy of the current Skyline House By-Laws and Rules and Regulations.

This rule supersedes the unenforceable occupancy limit set forth in Article X, section (3)(L) of the By-laws, which conflicts with the statutory limit.

# Skyline House Unit Owners' Association Rules & Regulations

- 3. Unit Owners are required to furnish copies of executed lease agreements and renewal of leases to Management prior to the effective date 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 former tenant or occupant of a unit at Skyline House, whose lease was terminated by the unit owner as required by the Association due to a violation of the terms of the Declaration, By-Laws or Rules and Regulations, may again rent or occupy a unit at Skyline House.
  - b. Management shall maintain a record of tenants or occupants whose leases have been terminated due to violations. Before approving any new lease to a tenant, owners shall inquire with Management if the applicant is named in such record.
  - c. The Board of Directors has the authority to require an owner to terminate a signed lease if his/her tenant is determined to be in violation of this section before or after occupancy.

#### B. Realtors & Resales

- 1. Any owner who has listed his/her unit with a real estate brokerage shall provide the Association with a copy of the listing agreement including the name and phone number of the listing agent(s) within 72 business hours after the listing is posted.
- 2. The unit owner shall submit a completed admit slip to the reception desk allowing real estate agents to have access to the unit which shall be updated every 90 days or as required. A business card of the listing agent shall be attached to the admit slip.
- 3. Provided one item is a photo ID, real estate agents entering the building shall provide the reception desk with at least two of any of the following forms of identification: 1) realtor's business card; 2) valid driver's license; 3) lock box key; or 4) real estate pocket license.
- 4. Unit owners are required to notify Management of the pending transfer of title in the event of resale of a unit or a parking space. Upon resale, copies of resale documents shall be furnished to Management.

5. During an Open House event, the unit owner/real estate agent/representative shall be present at all times. All doors leading to the common area hallways shall be kept closed, except when people are entering or exiting the unit. All persons entering Skyline House for the purpose of viewing a unit for sale or rent shall signin at the reception desk and be escorted to and from the unit by the owner/real estate agent/representative.

#### RULE 4 ASSESSMENTS

- A. Each owner shall ensure that the assessed condominium fee is paid to Management by check, money order, or electronic funds transfer (EFT) in monthly installments on or before the first day of each month or as otherwise designated by the Board of Directors. Multiple months of the condominium fee may also be paid in advance to Management with correlating explanation.
- B. Any fee payment or installment received later than the 10<sup>th</sup> day of the month shall be considered delinquent and a late charge will be levied at the prevailing rate.

#### RULE 5 BUILDING ACCESS CONTROL

- A. Residents shall use their security fobs to enter through access doors. Those entering the building without security fobs are expected to enter through the main lobby door and sign the resident log at the reception desk.
- B. For safety and security purposes, residents shall not assist any person unknown to them to enter into the building by opening doors or allowing the person to follow behind them through an access door. Any suspicious persons attempting entry into the building without a security fob should be reported immediately to the reception desk, Management Office, or contracted guard.
- C. Visitors to the building shall sign the visitor's log at the reception desk, present photo ID (preferably a valid driver's license) or other acceptable form of identification if asked, and, if using guest parking, register the vehicle license plate information in the database provided. Prior to a visitor being allowed to proceed beyond the reception desk, clearance shall be obtained from the owner/tenant by phone or house intercom unless the owner/tenant has provided at least one of the following in advance:
  - 1. An admit slip or letter advising of the prospective visitor(s).
  - 2. Verbal notification of the prospective visitor(s).
  - 3. A guest list.
- D. Solicitors are not permitted in the building. Residents who are contacted by solicitors should notify the reception desk immediately.

#### RULE 6 RECEPTION DESK SERVICES

- A. Reception desk personnel may accept packages, keys and faxes at the resident's risk. Packages cannot be accepted at the front desk if over the USPS limits of 108 inches in length plus girth and 70 pounds in weight. Residents shall make special arrangements with USPS, UPS, FEDEX, or other carriers to have oversize and/or overweight packages delivered directly to them. Residents shall sign for all packages. Since storage space is limited, residents shall pick up their packages promptly, after allowing time for the packages to be logged in. They should provide a current e-mail address and/or text messaging number to the desk staff or management office to receive notices that packages are ready for pick-up.
- B. Registered or certified mail will not be accepted on behalf of the resident addressed on the article.
- C. Reception desk personnel will not accept packages, mail or other articles which are addressed solely to a business without a resident's name and unit number.
- D. Equipment or other items, such as a luggage cart or keys to the exercise and game rooms, are available for use by residents on condominium property only. Residents, upon signing for these items at the reception desk, shall leave a valid photo ID while in possession of the item(s). Residents shall return loaned equipment or items within the timeframe specified by reception desk personnel for the benefit other residents.

#### RULE 7 CONDUCT AND BEHAVIOR IN COMMON AREAS

- A. All persons shall be properly attired with foot wear and street clothes when appearing in the lobbies, galleries, corridors, elevators and other common areas within the buildings. Fitness apparel and swim wear shall include suitable cover-ups for moving between units, lobbies and recreational facilities.
- B. No food or drink may be consumed in any of the common areas within the buildings, including (but not limited to) corridors, stairways, lobbies, elevators, recreational facilities, and rest rooms; but excepting party rooms.
- C. Unruly or aggressive behavior, nor the use of profanity, shall be tolerated under any circumstances within common areas of the building or its exterior premises.
- D. The Association's employees, directors, officers, and agents shall treat unit owners, residents, and guests with courtesy and respect. Likewise, unit owners, residents, and guests shall treat each other and the Association's employees, directors, officers, and agents with courtesy and respect. Abusive, intimidating, or threatening language and breaches of the peace will not be tolerated. Owners and residents are responsible for the behavior of their children, guests, and agents.

- E. Residents shall refrain from leaving litter anywhere on the premises; smoking or spitting indoors; standing, jumping, or roughhousing on furniture and ledges. Residents are responsible to control their children's behavior.
- F. Residents shall not remove or deface signs posted by Management.
- G. Any misconduct or misbehavior that causes physical damage, financial loss, inconvenience, annoyance, or offense is prohibited.

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

- A. All move-ins and move-outs, whether commercial or self-service, shall be scheduled with Management and only after applicable charges, which are subject to change, are paid. The move-in fee applies to all move-ins, including new arrivals, inter- and intrabuilding 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 to 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 dock areas may be used between the hours of 8:00 a.m. and 8:00 p.m. from Monday through Saturday. Loading dock roll-up doors shall not be opened by reception desk staff for access to the service elevators on Sundays or on specified National Holidays when the Management Office is closed <sup>2</sup>.
- E. Residents shall complete and sign an admit slip and, when applicable, provide unit key(s) to the reception desk when they expect deliveries during their absence. The unit owner or tenant assumes full responsibility for any damage or loss.
- F. Prior to occupying/moving into a unit and/or prior to the start of any renovation in a unit, new owners or tenants shall, without exception, attend an orientation conducted by Management.

#### RULE 9 ELEVATORS

- A. No smoking, eating, or drinking is allowed in any elevator.
- B. Residents shall ensure that caterers and other suppliers making deliveries and removals between the penthouse party rooms and the loading docks use the passenger elevators

The National Holidays observed by the Management Office are: New Year's Day, Martin Luther King Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after, and Christmas Day.

- from/to the lowest accessible level (i.e., the S-level in the east building and G-level in the west building).
- C. Movement of bicycles or other forms of undersized modes of transport 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

- Employees and agents of the 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. <u>Non-Emergency Repairs and Inspections</u>

- 1. Non-emergency repairs and inspections are events not involving immediate threat to persons or property. Employees of the Association shall have the right to enter any unit at a time specified by the unit owner or his/her agent after at least 48 hours from the time notification is provided to the owner or agent. The 48 hours shall begin when the latest of the following events occurs: (a) when notice is posted on or under the door of the unit; and (b) when notice is provided to the owner at such telephone number, facsimile number, or e-mail address that has been provided by the owner to the Association.
- 2. If the owner or his/her agent fails to specify a time reasonably convenient to the Association within 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 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 owner is responsible, but has not completed, within the time specified in a notice provided to the owner by the Association.

#### C. <u>Damage Caused During Entry, Repairs or Inspections</u>

Any damage caused when employees of the Association enter a unit to carry out repairs or during the course of such repairs, shall be corrected at the expense of the Association, unless: (a) such damage is the result of forced entry made necessary because the 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 owner is responsible, in which case the entry and all work done shall be at the risk and expense of the owner.

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

#### **RULE 11 LOCK-OUTS**

- A. Owners or tenants who become locked out of their unit shall be charged a fee at the prevailing rate when requesting the spare key that has been provided to and retained by Management for entry to their unit if it occurs outside of normal Management Office hours.
- B. In the event the owner or tenant has not provided a spare key to Management, owners and tenants are responsible for all costs incurred when hiring a locksmith service to gain access to their unit at any time.

#### RULE 12 OTHER WHEELED MODES OF TRANSPORT

Other non-vehicular, wheeled modes of transport (such as bicycles, skateboards, hoverboards, scooters, 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. Such modes of transport shall be ridden only outside the buildings for exiting and entering Skyline House property. They may also be ridden on the rooftop plaza of the parking structure.

#### RULE 13 NOISE DISTURBANCES

- A. Unit owners and tenants shall not make, or permit to be made, any disturbing noises or commit, or permit, any act which would unreasonably interfere with the rights, comfort or convenience of any other resident in accordance with <a href="Fairfax County Code Chapter 108">Fairfax County Code Chapter 108</a>. "Noise."
- B. In order to reduce noise and disturbances, owners or tenants scheduling work or services to be performed in their units shall limit such activities from 8:00 a.m. to 7:00 p.m. on Mondays through Fridays, and from 9:00 a.m. to 5:00 p.m. on Saturdays. These activities are prohibited on Sundays.
- C. In order to reduce sound transference, it is recommended that owners and tenants lay down carpeting or area rugs covering approximately 75% of floors within each unit

(excluding kitchen, bathrooms and closets). Should any reports of noise disturbance resulting from the lack of floor covering be made to Management by other residents, then the owner or tenant shall be required to take suitable action to reduce such noise.

#### RULE 14 PETS & SERVICE ANIMALS

- A. Owners and tenants, and their guests or visitors, are prohibited from having pets or other live animals, whether permanent or temporary, within any unit or elsewhere on the premises and grounds.
- B. The only exceptions to this rule are when a resident requires the assistance of a medically-prescribed service animal or emotional support animal, or when a guest or visitor enters the property with his/her prescribed service animal. The resident shall provide Management with valid medical documentation for a service or emotional support animal before occupancy or at the time of need. If a guest or visitor brings a service animal onto the property, residents shall notify the reception desk, or Management, of the situation prior to its arrival. However, Management can request valid documentation regarding the authenticity of any service or emotional support animal brought onto the property, and reserves the right to prohibit the attendance of that animal if medical need cannot be proven.
- C. Residents, and their guests or visitors, with authorized service or emotional support animals shall ensure that the property grounds and common areas are kept clean of fecal matter and shall be responsible for costs associated with any damage or clean-up to common areas made by said 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 prohibited on balconies, patios, windows or sundecks.
- C. Nothing shall be thrown from windows, sundecks, balconies or patios, including (but not limited to) cigarette butts, food, and trash.
- D. The action of shaking mops, brooms or other cleaning materials on balconies, patios or out of windows is not permitted.
- E. Flower boxes, if attached to the railing, shall be on the inside of the railing and securely fastened in a manner that does not damage, dent, deform, penetrate, scratch, mar, abrade or otherwise alter the balcony railing structure.
- F. Awnings, blinds, shades, screens and like items and appurtenances, except window screens, shall not be installed by any owner or tenant beyond the confines of a unit

- without prior written consent of the Board of Directors or its agent. (NOTE: The balcony or patio associated with a unit is considered beyond the confines of that unit.)
- G. No attachment point or anchorage of any kind shall be installed or allowed to remain on or into the underside (soffit) of the slab overhanging any balcony or patio. Suspension of any object from the underside of or from anything installed on or resting upon any slab above any balcony or patio is also prohibited.
- H. Balconies and patios shall not be used for storage of personal items such as children's toys, weight lifting equipment, or moving boxes.
- I. Bicycles shall be stored only within a unit or in designated bicycle storage rooms after obtaining ID tags from Management.
- J. Acceptable outdoor-use furniture and decorative items may be displayed on balconies and patios.
- K. Because tile and carpet have been found to trap water and increase the risk of damage to concrete during freeze-thaw cycles, owners shall not install tiles, carpet, or other coverings on their balconies.

Management pre-approval is required for any modification or installation on the balconies. Effective March 1, 2022, owners shall submit requests to Management for Management approval to install certain specifically approved coverings that allow drainage, airflow, and nondestructive removal. A list of approved coverings that meet these criteria can be obtained from the Management Office.

Unit Owners shall bear the cost of removal and reinstallation of raised tiles for inspections and maintenance of their unit's balcony. The installation of raised tile by the unit owner cannot scratch the balcony coating that has been applied to protect the balcony concrete. If it is found that the coating has been scratched, it will be assumed that it was scratched by the installation/removal of the raised tile. The unit owner of the unit shall be responsible for the cost of any needed repairs to the coating and/or concrete caused by such scratches.

Prohibited coverings may be removed by the Association at any time at the Unit Owner's expense, and any incidental damage to the protective coating or concrete slab shall be repaired by the SHUOA at the unit owner's expense.

L. Any window treatment shall be installed and maintained in a neat and orderly manner. In no case shall makeshift materials of any kind (such as newspapers, gift wrap, aluminum foil, or bed linens) be used to cover windows.

#### RULE 16 <u>DECORATIONS & SIGNS</u>

- A. Seasonal decorations and lighting are permitted on unit doors and balconies/patios, but shall be removed within a reasonable period following the end of the holiday period. Non-seasonal, special occasion decorations or lighting (such as birthday, graduation or anniversary celebrations) for unit doors and balconies/patios are allowed only with Management approval.
- B. Owners and tenants may not post signs (including, but not limited to, business advertisements, political placards or realtor notices) in any of the common areas or elsewhere that can be visible on Skyline House property.

#### RULE 17 STORAGE ROOMS

- A. Owners and tenants shall maintain items in their respective units' assigned storage locker or other rented storage lockers that are consistent with the Association's rule on Fire Safety and at the owners' and tenants' own risk. The Association shall not be held liable or responsible for any damage, injury or loss that may result from the owners' or tenants' abuse, negligence, or deliberate actions contrary to State and County legislation on the handling and storage of hazardous or flammable materials.
- B. Any items left outside storage lockers shall be considered abandoned and subject to disposal by Management staff.

## RULE 18 PARKING & VEHICLE RESPONSIBILITIES

#### A. Fire Lanes

Parking in or blocking posted fire lanes is prohibited. Vehicles in violation are subject to being towed without warning at the vehicle owner's risk and expense.

#### B. Handicapped Parking

Handicapped parking spaces are limited to vehicles displaying a valid handicapped permit, decal, license plate, or a disabled veteran's plate. Vehicles without the proper identification are subject to being towed without warning at the vehicle owner's risk and expense.

## C. <u>Guest Parking</u>

- 1. Guests and visitors leaving their vehicles in guest parking spaces shall register them at the reception desk upon arrival. Vehicles not registered are subject to being towed without warning at the vehicle owner's risk and expense.
- 2. A guest remaining overnight shall register their vehicle each day at the reception desk. There is a 30-day (non-consecutive) limit annually for guests staying past 4:00 a.m. If no guest parking space is available on Skyline House property,

- alternate guest parking can be arranged by the unit owner or tenant through the reception desk at a local commercial parking garage where a fee at the prevailing rate may be charged.
- 3. No vehicles owned/operated by owners or tenants, including owners of commercial units and persons employed in such commercial units, shall park in or block guest or handicapped parking spaces at any time. Vehicles in violation are subject to being towed without warning at the vehicle owner's risk and expense.

#### D. Registering Vehicles

- 1. All residents and commercial space employees that routinely park in privatelyowned spaces on the property shall register their vehicles at the reception desk.
- When registering a vehicle, owners, tenants and commercial space employees are required to display the decal in a prominent location within the vehicle. Preferred locations include the rear window or rear windshield on the driver's side. Commercial vans or other types of vehicles that do not have rear windows or rear windshields shall place the decal on the inside of the front windshield on the driver's side. A vehicle without a clearly visible decal is subject to towing at the vehicle owner's risk and expense.
- 3. If a vehicle is sold or otherwise will no longer be used on Skyline House property, the vehicle owner shall remove the decal to prevent unauthorized access by the vehicle's new owner and report the change to the reception desk for purposes of updating the vehicle database.
- 4. If a vehicle owner obtains a replacement vehicle, then the resident shall register and obtain another decal for the replacement vehicle.
- 5. If the license plate for a registered vehicle changes, for example if the resident affixes a different State or personalized plate, then the resident shall notify the reception desk personnel for purposes of updating the vehicle database. No new decal shall be issued in this case.
- 7. If a vehicle is reported to the reception desk as not having a visible decal or temporary pass, Management staff shall make every reasonable effort to contact and advise the owner or tenant on record for the parking space to register the vehicle in a timely manner.

#### E. Loading Docks

1. Parking is prohibited inside loading docks or in marked fire safety zones. Vehicles are subject to being towed without warning at the vehicle owner's risk and expense.

#### 2. Exceptions to this rule include:

- a. Vehicles, such as moving trucks or contractor vans, that Management has authorized to park for a specified period of time.
- b. Vehicles bearing a Skyline House decal are authorized to park for a maximum of 30 minutes to off-load and on-load items or passengers. Vehicles parked longer than 30 minutes in either the East or West loading dock areas may be towed without warning at the vehicle owner's risk and expense.

#### F. Garage and Outdoor Parking Spaces

- 1. Privately-owned garage and outdoor parking spaces are intended for parking automobiles, motorcycles, other types of passenger vehicles, boats, trailers or similar recreational conveyances, provided they do not exceed the perimeter of the respective parking space.
- Owners of conveyances as described in this section shall adhere to rules and regulations regarding the operation, safety and security of their property. The Association shall not be held liable for damage or loss to their conveyances and/or the contents therein, nor of vehicles owned or operated by guests or visitors, while parked on the premises, nor on other commercial property when relocated for garage repair projects.
- 3. Drivers shall obey the following safety rules:
  - a. Use headlights inside the garage at all times, and outside after dark, so that others can see you.
  - b. Obey the posted speed limits: 5 mph inside the garage, 15 mph on the grounds.
  - c. Obey directional signs for traffic flow. (Under normal circumstances, most lanes and end ramps are one-way.)
  - d. Yield right-of-way to pedestrians, to traffic on ramps and driveways, and to cars backing out of parking spaces.
  - e. Do not pass cars that have just stopped. (Assume that they have stopped to yield to pedestrians or backing cars.) If it is necessary to pass a car that has stopped more than momentarily, pass at very low speed.
  - f. Do not pass moving cars under any circumstances. (Assume that they are preparing to turn into a parking space or have slowed to yield to pedestrians or backing cars.)

- g. When exiting a parking space, exit slowly, so that oncoming cars have time to stop.
- 4. Washing, waxing or detailing a vehicle in the garage, in outdoor parking spaces, or elsewhere on the premises is prohibited.
- 5. Vehicles shall not be repaired, or any lubricants or fuels changed, while located in the garage, outside parking spaces, or elsewhere on the premises. Work on vehicles that require changing a flat tire, using jumper cables, or other emergency-related actions, is exempted from this rule.
- 6. Leaving items in garage and outside parking spaces that are not mounted on or attached to a vehicle, such as spare tires, luggage racks, tool boxes, bicycles, sports paraphernalia, etc., is prohibited.
- 7. Parking spaces may be sold only to other Skyline House property owners. All buyers and sellers are required to conduct sales transactions through the Management Office.
- 8. Privately-owned parking spaces shall be rented only to other Skyline House residents.
- 9. All residents are authorized to place a parking cone in their respective outdoor parking space(s).
- 10. Any vehicle on Skyline House property that leaks hazardous material (e.g., motor oil, transmission fluid, or fuel) is subject to being towed from the property at the vehicle owner's risk and expense without warning. Such vehicle shall not be allowed to return to Skyline House property until the cause of the violation is remedied and proof provided to Management. In addition, the owner of such vehicle is responsible for any costs incurred to clean or repair the affected area.
- All parking spaces on Skyline House property, regardless of size, are limited to a maximum of one vehicle or one conveyance per space. A vehicle in violation of this rule is subject to being towed at the vehicle owner's risk and expense without warning.
- 12. Any vehicle situated on Skyline House property that is determined to be inoperable or appears to be abandoned shall be subject to towing at the vehicle owner's risk and expense. If the vehicle is parked in a privately-owned parking space, Management shall make every reasonable effort to notify the owner or tenant on record for the vehicle or assigned parking space prior to towing.

#### G. Garage Entry Door Operation

- 1. The Association shall provide new unit owners with only one garage remote door opener for each assigned garage parking space. Thereafter, owners or their designated agents may purchase additional or replacement remote door openers from Management at the prevailing rate.
- The garage entry door cycle is timed to allow only one vehicle to pass through.
   Any attempt to follow immediately behind another vehicle (such as 'tail-gating') during the open/close cycle is prohibited.

#### H. Power Washing of Floors, and Inspection and Repairs of Garage

- 1. In order to facilitate power washing, inspection or repairs of the garage, unit owners and tenants whose vehicle(s) are parked within the garage shall adhere to all Association instructions as issued for the temporary removal or relocation of their vehicle(s).
- 2. Management is responsible to issue widely-disseminated notification with all pertinent information to residents not less than 30 days prior to any scheduled action affecting the use of the garage.
- 3. Unit owners and tenants anticipating absences during the scheduled work shall make arrangements for the temporary removal or relocation of their vehicle(s). If any employee of the Association handles, moves, parks or drives a vehicle on Skyline House property at the request of the vehicle owner, then neither the Association nor the employee shall be liable for any potential damage, loss or expense incurred.
- 4. Pursuant to non-compliance by the unit owner or tenant to remove any vehicle under the circumstances described in this section, then the vehicle is subject to towing at the owner's risk and expense without further warning. The Association shall not be liable for any inconvenience, damage, loss or expense associated with such actions taken.

# I. Legal Responsibility

If a unit owner or family member, tenant, guest or visitor illegally parks or abandons any vehicle which is then removed or caused to be removed from the premises, or moved elsewhere on the premises, the vehicle owner expressly waives any and all rights, notices and resources, that he/she may have under the provision of State, County or City laws or ordinances. The Association shall not be liable for any inconvenience, damage, loss or expense that may be associated with such actions taken. The only exceptions to this rule are for Police, Fire, Public Health or other Emergency vehicles when those vehicles are properly identified.

#### RULE 19 TRASH\_DISPOSAL

- A. All trash shall be bagged, tied and placed down the trash chute. Carpeting or other articles, such as clothes hangers, that could block the chute shall be taken to the collection areas located in the loading docks for the East and West buildings. Residents may not leave anything in trash disposal closets on each residential floor, hallways, service elevators or other common areas. Items for recycling may be deposited in the bins provided for this purpose in the loading docks.
- B. Residents shall take empty boxes or other items too large to go into the trash chutes, via the service elevators, to the loading docks. Residents are encouraged to break down cartons and boxes before leaving them.
- C. Flammable objects and other hazardous materials shall not be thrown down the chutes of the residential floor trash disposal rooms.
- D. Combustible and hazardous materials (such as paint cans containing oil or lead based paints) are prohibited from being disposed of in the trash bins or left in the loading docks. Only paint cans which are empty or the contents have thoroughly dried to a solid within the can (such as latex paints) may be thrown into the bins. Owners and residents are personally responsible to properly dispose of such materials at a hazardous waste collection site in accordance with local county ordinance on <a href="Household Hazardous">Household Hazardous</a> Waste.
- E. Only recyclable materials shall be placed in the recycling bins. Residents should consult the list of recyclable and non-recyclable items posted above the bins.
  - Because bin space is limited, residents should not place large empty boxes in the bins. Boxes should be filled, flattened, or left on the floor.
- F. Residents shall pay the established disposal fee for large items.

#### RULE 20 FIRE SAFETY

- A. In accordance with the Fairfax County Fire Prevention Code, Sub-Section 308.1.4.1., management of a multi-family residence which has balconies, decks, or patios shall notify their residents in writing of the prohibitions outlined in the Code when the owner or tenant initially occupies the building and periodically thereafter as may be necessary to ensure compliance. Management's dissemination of this handbook to residents upon occupancy at Skyline House constitutes such notification.
- B. The Fairfax County Fire Prevention Code, <u>Chapter 62</u>. Fire <u>Protection</u>, Article 2. Fire Marshal, Sub-Section 307.4.4., states that outdoor solid fuel burning devices, such as outdoor fireplaces, fire pits, chimneys, and other similar portable devices, shall not be operated or stored on a balcony or deck of any structure or within 15 feet of combustible construction or a residential occupancy. Additionally, Sub-Section 308.1.4. on open-

flame cooking devices, such as charcoal burners and other devices fueled by combustible or flammable gases, liquids, and solids, shall not be operated or stored on a balcony or deck of any structure or within 15 feet of combustible construction or residential occupancy. Only electric grills are authorized for use on balconies and patios. Cooking on electric grills shall not result in any nuisance such as smoke, noxious fumes, or odors offensive to other residents.

- C. Unit owners and tenants shall not permit or engage in any act that may increase the danger of fire and related smoke damage, or that causes an increase in the rate of the Association's insurance premium.
- D. Unit owners and tenants shall not keep any gasoline, explosives, fireworks or vapor-producing flammable material anywhere on the premises. Additionally, it shall be unlawful for any person to ignite or use fire or other ignition sources in a deliberate, negligent, or unlawful manner for the purpose of impulsive or mischievous play or reckless experimentation.

#### RULE 21 WATER DAMAGE & MANAGEMENT

- A. In order to reduce the possibility of water damage, or to manage water misuse or waste, Management has the authority to inspect units for hoses and connections to appliances at least annually, or upon reports of leaks or malfunctioning toilets, water heaters, etc., as needed. Should such inspections necessitate the need for Management to order replacement parts or complete a repair in the event of an emergency situation, or within 30 days after a written notice has been provided to the occupant following non-emergency situations, then the owner or tenant shall be responsible for all costs associated with any such replacement or repair.
- B. Toilets, dishwashers, or other apparatus connecting to water or sewer drains shall not be used for purposes other than those for which they were designed. Examples of unsuitable articles that may not be flushed down toilets, or placed in sink disposals or dishwashers, include, but are not limited to, items swept from the floor; matches; ashes; cigarette butts; rags or clothing; dental floss; sanitary napkins; non-biodegradable personal cleansing wipes; disposable diapers; or broken glass.
- C. Unit Owners and tenants shall use only soaps and detergents which will not cause an overflow of water and suds into other condominium units or common areas.
- D. Caution must be used when placing high-density lamps or other heat-producing devices near the sprinkler system outlets to prevent unintended activation of those devices.
- E. Owners and tenants are fully responsible for the reparation of any water damage to their own unit, other units, or common areas whether through deliberate, careless, negligent or unintentional action.

F. Whereas over-age water heaters and washer hoses are liable to leak or burst, causing catastrophic water damage, owners shall be responsible for replacing over-age water heaters and washer hoses in their units, the age limits to be set by resolution of the Board. Failure to replace an over-age water heater or washer hose within 90 days after a written notice from Management will trigger the procedure described in Article VIII, Section (1)(g) of the By-laws, under which the Association will undertake the replacement (along with any other recommended updates to shutoff valves, pressure reducing valves, heat pump hoses, or other water connections) after resolution by the Board and written notice to the unit owner and will assess the cost to the unit owner. If the work is of the same nature as that of services offered under the In-Unit Maintenance Program, the cost will be assessed as the price of the services so offered, but if the work exceeds the scope of services under said program, at the actual cost billed by the outside contractor.

# RULE 22 CONNECTING TO TELEVISION OR RADIO SIGNALS

- A. The Association provides basic access to cable television within the building. The type and scope of cable programming that is included in monthly condominium fees is approved by the Board of Directors and subject to change. All other cable services are the responsibility of the owner or tenant and to be paid directly to the cable provider.
- B. Other methods of accessing audio/visual signals, such as antennas or satellite dishes, may not be installed or protrude beyond the confines of a unit or its balcony/patio. Connecting wires or cables for these exterior devices shall run through a window or door to the balcony/patio area, but no holes may be drilled through walls. When attaching such devices to a balcony railing, the owner or tenant shall supply a rubber pad beneath the device to prevent the device and clamps from damaging the railing. All non-cable services are the responsibility of the owner or tenant and to be paid directly to the service provider.

#### RULE 23 PARTY ROOM USAGE

#### A. General

- 1. Party rooms are provided solely for the personal use and convenience of resident owners and tenants. A resident shall not reserve the room on behalf of a nonresident host.
  - Sponsors of parties and events shall make arrangements with Management and agree to pay for rental of the room at the prevailing rate. The sponsor shall sign an agreement when reserving the room. When a tenant wishes to reserve the room, the unit owner's approval (in writing or via e-mail) shall be required.
- 2. Party Rooms are available for use between the hours of 10:00 a.m. and 12:00 a.m. from Sunday through Thursday; and between the hours of 10:00 a.m. and 1:00 a.m. on Friday and Saturday; except on holidays observed by the staff.

3. A Party Room shall not be used by or reserved for outside organizations or clubs, nor shall it be used for any charitable, political, commercial, or profit-making purposes. Under no circumstances shall the sponsor or his/her guests charge, solicit, accept or encourage the payment of monies from attendees in order to defray expenses related to the event, or on behalf of any outside group. Nor shall Party Rooms be used for any unlawful purpose.

#### B. Pre-Party Arrangements

- 1. At least 72 hours in advance of the event (excluding Saturdays, Sundays and National Holidays), the sponsor shall provide Management with a list, in alphabetical order of surname, of all expected guests. An event may not exceed a total of 100 attendees. Persons who are not on the original list shall not be admitted to the Party Room, unless the sponsor provides a revised list before the event and/or personally confirms the late addition of any guest to the Reception Desk staff or contract guard.
- 2. For parties with 25 persons or less, no contract guard is required. For parties of 25-60 guests, Management shall hire one contract guard at the prevailing rate. For parties exceeding 60 guests, Management shall hire two contract guards at the prevailing rate. The guard(s) shall be present until all guests have left the premises. Costs for guard service shall be charged to the sponsor.
- 3. Parties for 25 or less children under the age of 18 must be chaperoned by at least two (2) adults, aged 21 years or older, who shall remain for the duration of the party. For parties with more than 25 children, the sponsor shall ensure that one extra chaperone shall be present for each group of 10 attendees over that number. The names of the adult chaperones shall also be submitted on the list of attendees to Management at least 72 hours prior to the party.
- 5. All event deliveries, pickups or removals shall be made through the East and West loading docks only.
- 4. The sponsor shall be required to provide proof of satisfactory liability or special event insurance when reserving the room.

#### C. Room Maintenance

- 1. The sponsor and Management shall inventory, inspect and acknowledge in writing the state of the Party Room and its furnishings before and after the event. The sponsor agrees in the written acknowledgement to assume responsibility for all costs associated with damage or loss to the facility, whether incurred by the sponsor or his/her guest(s).
- 2. No furniture or rugs shall be removed from the Party Rooms without the permission of Management.

3. No decorations, signs or other paraphernalia of a permanent nature shall be affixed to the walls, ceilings, floors or furnishings. Any such items must be removable and not damage the facility or its furnishings. Any costs to repair surfaces or replace items within the facility shall be charged to the sponsor.

#### D. Sponsor Responsibilities

- 1. The sponsor 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 sponsors and their assistants may remain longer for clearing and cleaning.
- Sponsors may be subject to suspension of privileges and/or charges imposed by the Association for misconduct or disturbances caused by their guests, either in the party rooms or elsewhere on the premises.
- 3. An event shall be confined to the reserved Party Room, although attendees who wish to smoke or get fresh air may use the rooftop terrace on a short-term basis.
- 4. For security reasons, the sponsor shall ensure that all guests who enter the premises are those whose names have been provided to Management as prescribed, and that all guests enter through the main lobby to prevent potential access to the building by unauthorized persons.

#### E. Alcoholic Beverages & Illegal Substances

- 1. Consumption of alcoholic beverages at an event shall comply with <u>Virginia Alcoholic Beverage Control Laws</u>. The sponsor is responsible to ensure that alcohol is not consumed by persons under 21 years of age. More information on <u>Alcohol Awareness & Education</u> can be located on the Fairfax County website.
- 2. Alcoholic beverages are prohibited from being sold at an event, such as a Cash Bar.
- 3. The Association shall not be held liable for any potentially dangerous or inappropriate behavior resulting from excessive consumption of alcoholic beverages by sponsors and their guests. Sponsors bear the sole responsibility for any legal actions that may result from making alcoholic beverages available at events.
- 4. Consumption or use of any banned or illegal substance is strictly prohibited and subject to local law enforcement action. The sponsor shall ensure that this type of circumstance does not occur, or if discovered, be stopped immediately.

#### F. Noise

1. All music, dancing and singing shall cease by 11:00 p.m. on Sunday through Thursday, and by 12:00 a.m. on Friday and Saturday. 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. Stamping, jumping, pounding, or any other kind of activity which causes excessive noise on the floor surface is not permitted. All behavior shall comply with restrictions as issued under Fairfax County Code Chapter 108. "Noise."
- 3. The sponsor shall ensure that noise levels remain at reasonable levels in order to maintain a quiet environment throughout the building. Failure of sponsors and guests to comply with requests or warnings from Management, or its authorized representatives, to reduce noise may result in Management-directed termination of the event, closure of the room, and possible additional sanctions.

#### G. Clean-Up

- 1. The sponsor shall ensure all personal property, such as dishes, food, bottles and decorations, is removed immediately after the event. Anything left behind shall be considered as abandoned and disposed of accordingly.
- 2. The sponsor shall ensure that all trash is collected and placed in the trash chute on the 18<sup>th</sup> floor which may be used until 11:00 p.m. To avoid noise disturbance after that hour, trash may be left in the receptacles provided for this purpose within the 18<sup>th</sup> floor trash disposal closet.
- No spilled liquids or food shall remain overnight on the floors, counters or furniture. Any costs associated with clean-up by housekeeping after the party shall be charged to the sponsor.

#### RULE 24 SWIMMING POOL

#### A. General

- 1. For purposes of these <u>Rules and Regulations</u>, the Skyline House pool area is considered a "public pool" in accordance with Fairfax County Health Department, Division of Environmental Health, namely, "<u>The Water Recreation Facilities Ordinance</u>," dated June 6, 2013, and specifically Article 3, <u>Swimming Pools</u>; <u>Operation and Maintenance</u>, Sections 69.1-3-1 to 69.1-3-15. It is, therefore, subject to suspension of operation if the life, health or safety of its users becomes endangered.
- 2. Prior to each annual seasonal opening, Management shall issue the inclusive dates and hours of operation, and current supplemental rules and code of conduct as approved by the Board of Directors.

- 3. At the discretion of Management, or its representative, the pool area may be closed whenever deemed necessary on the basis of safety and security factors, i.e., equipment malfunction, chemical hazard, sanitation concerns, weather conditions, etc.
- 4. The Association or its representative(s) shall not be liable for any loss of or damage to personal property of any kind.

#### B. Access to Pool Area

- Management shall issue pool passes before the start of the season to unit owners and tenants, based on the occupancy restrictions of units as set forth in the BY-LAWS:
  - 4 cards for a 3-bedroom or 2-bedroom and den unit;
  - 3 cards for a 2-bedroom or 1-bedroom and den unit; or
  - 2 cards for a 1-bedroom unit.

Passes may be obtained from the Reception Desk and are transferable to guests. If a pool pass is lost, Management can issue a replacement at the prevailing rate.

- 2. While owners and tenants are not charged for the authorized number of pool passes, each owner or tenant may purchase up to four (4) additional guest passes on a non-refundable basis at the prevailing rate. Passes are available at the Reception Desk and are valid only for the date issued. An aggregate number of additional passes for each unit may not exceed 20 per day.
- 3. Upon entering the enclosed pool area, all persons shall present their passes to the pool operator on duty. Guardians may sign for minor children.

#### C. <u>Violations and Damage to Property</u>

- 1. Owners and tenants, and their family members and guests, shall comply with annually published, Board-approved, supplemental rules and code of conduct regarding sanitation, safety, security and behavior for the pool area and its facilities. As determined by the Board of Directors, owners and tenants may be held responsible, to include cost recovery, for violations or for damage to Association property which are attributed to their family and guests.
- 2. Management, or its representative such as the pool operator, is authorized to evict from the pool area any person(s) who violate(s) the Fairfax County Ordinance, and/or the Board-approved supplemental rules and code of conduct. Based on an evaluation of the nature and seriousness of the violation(s), Management may bar residents or their guests from using the pool facilities for a specified period of time.

#### D. Children and their Supervision

- 1. Owners and tenants, or their delegated representative(s), are responsible to supervise and monitor their own children and minor guests. In order to be admitted to the pool area, all minor children, herein defined as under the age of 12, shall be accompanied by a guardian who is at least 18 years of age. For every three (3) minor children, at least one guardian shall remain in the pool area during their stay.
- 2. Children who are two years of age or younger are not permitted in the main pool, but are permitted in the small wading pool provided they are wearing non-permeable pants and are supervised by a guardian. At the discretion of the pool operator, children three years of age or older may be directed to use the small wading pool if their ability to swim in the main pool is determined to be detrimental to their safety.
- 3. As determined by the Board of Directors, owners and tenants may be held responsible, to include cost recovery, for the actions of their children, regardless of age, involving violations or damage to Association property.

#### RULE 25 OTHER RECREATIONAL FACILITIES

#### A. Children's Playroom

Users of the Children's Playroom shall obey the posted rules.

#### B. Billiard Room

- 1. Users of the Billiard Room and its equipment shall comply with the schedules and hours set by the Board of Directors or its authorized agent.
- 2. Only residents who are 16 years or older may sign for the billiard room key and equipment from the Reception Desk. Persons under 16 years must be accompanied by an adult at least 16 years of age. Owners and tenants shall remain with guests during their use of the billiard room.
- 3. As determined by the Board of Directors, owners and tenants may be held responsible for damage to property or loss of equipment, to include cost recovery, which are caused by residents, their family members, or guests.

#### C. Exercise Rooms

 Users of the Exercise Rooms shall comply with the schedules and hours set by the Board of Directors or its authorized agent, and follow all safety warnings for use of the facilities and their equipment.

- 2. Only residents who are 16 years or older may sign for the Mezzanine Exercise Room key from the Reception Desk. Persons under 16 years must be accompanied by an adult at least 16 years of age.
- 3. Owners, tenants and their guests shall wear suitable fitness clothing and footwear while in the facility, to include appropriate coverings for the torso and legs.
- 4. As determined by the Board of Directors, owners and tenants may be held responsible for damage to property or loss of equipment, to include cost recovery, which are caused by residents, their families, or guests.

#### RULE 26 INSURANCE DEDUCTIBLE

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

#### RULE 27 SMOKING

- A. Smoking is strictly prohibited within all common areas of the building to include, but not limited to: the lobby; stairwells; trash disposal closets; galleries; corridors; loading docks; interior areas of the garage; party rooms; other indoor recreational facilities; fitness room; public restrooms; elevators; storage rooms; bicycle storage room; and Association employee offices and work areas.
- B. Smoking is prohibited within the enclosed area of the swimming pool, but is allowed elsewhere on the exterior Mezzanine level pool and recreation deck.
- C. Smoking is allowed within units; on balconies and patios of units; on the East and West 18<sup>th</sup> floor rooftop terraces; and on the exterior grounds of Skyline House property. All persons who smoke shall ensure that smoking materials are safely extinguished and disposed of properly in trash containers.

# RULE 28 EMPLOYMENT OF CONTRACTORS, TRADESMEN, AND HANDYMEN: INSURANCE AND LICENSING

Owners and/or residents (hereinafter referred to as the Contracting Party) shall not employ unlicensed "tradesmen" (electricians, plumbers, and HVAC technicians), or "contractors" (including, but not limited to, those engaged in home improvement, carpentry, cabinetry, painting, carpeting, flooring, and wall covering) to perform work in their units. (The Contracting Party can verify licenses and license numbers on the Virginia Department of Professional and

Occupational Regulation website at DPOR.VIRGINIA.GOV. However, general handymen are not subject to professional licensing in Virginia.)

The Contracting Party shall not employ *uninsured* contractors, tradesmen, and/or handymen (hereinafter collectively referred to as Contractors) to perform any kind of work within their units.

The Contracting Party shall inform Management of the work to be performed by the Contractor no less than five (5) business days prior to the start of work. Furthermore, the Contracting Party shall supply Management with the Contractor's insurance certificate and license number (if applicable) prior to the start of work. This provision shall apply to all work to performed in any unit.

Any damage caused by the Contractor, including, but not limited to, damage to the common areas, limited common areas, elevators and/or other units, shall be repaired at the Contracting Party's expense, or by Skyline House Unit Owners' Association with the cost of said repair being charged back to the Contracting Party.

#### **RULE 29 ARCHITECTURAL MODIFICATIONS WITHIN UNITS**

- A. General: Owners and/or residents (hereinafter referred to as the Contracting Party) shall not undertake any work that effects architectural modifications to their unit, or any work that poses possible risks of damage to other units or common elements (such as, but not limited to, water leaks, fire risk, or electrical disruption) without prior review by and approval from Management.
- B. Insurance Certificate: The Contracting Party shall supply Management with the Contractor's insurance certificate and license number prior to the start of work.
- C. Types of work requiring review and approval include, but are not limited to, the following:
  - Alterations to internal or separating walls and ceilings.
  - Erection of additional walls or partitions within a unit.
  - Alterations to plumbing.
  - The installation, removal, or relocation of electric lines.
  - Kitchen or bathroom remodeling.
  - Alterations to the balcony: doors, concrete slab, soffits, flooring, windows, and/or electrical work.
  - Installation of new windows or alterations to existing windows.
  - Drilling into floors or ceilings.
- D. Types of work excluded from needing review and approval (but still requiring an insurance certificate) include, but are not limited to, the following:
  - Painting.
  - Installation of carpeting and/or other flooring.
  - Installation of cabinets.

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- Installation of window treatments
- Replacement or repair of appliances in original locations, unless the work involves the installation or relocation of new electrical and/or plumbing. In the latter case, review by Management is required.

#### E. Review Process:

- 1. The Contracting Party shall complete the Architectural Modification Request Form (herein referred to as the Form). The Form can be picked up at the Management Office, sent by email to the Contracting Party, or downloaded from the BuildingLink library. The Form shall be submitted to the Management Office prior to the start of work.
- 2. The submitted Form shall include copies of the Contractor's insurance certificate and the construction permits required by Fairfax County.
- 3. Management will review the Form and all submitted information and will respond to the Contracting Party within five (5) business days of receipt of the Form. The response will be one of the following:
  - Approval.
  - Denial.
  - Request for more information.
  - Need for additional time to review.

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