
House Rules and Regulations, Rights and Responsibilities

Also known as: “House Rules” and “House Rules and
Regulations”

The Covenants Committee

Published pursuant to Skyline Square Unit Owners’
Association Bylaws, Article VII, Section 5

FOREWORD

The Skyline Square Condominium Association or “The Association”, through the direction of the Board of Directors, and recommendations of the Covenants Committee, provides this document as an extension of the Association Bylaws.

The goal is to enhance Skyline Square complex as a home and living environment for more than 1,800 residents. To this end, these House Rules and Regulations, Rights and Responsibilities (“House Rules”) are published pursuant to Skyline Square Unit Owners’ Association Bylaws, Article VII, Section 5, “House Rules and Regulations.”

The House Rules are based on a cooperative approach to governance of the Skyline Square community. As an analogy, rules of the road are not designed to dictate where people cannot travel but, rather, to provide common boundaries so everyone can travel to their chosen destinations. Therefore, this document is based on the nature of high-rise living with thousands of people in close proximity to one another. Owners jointly utilize a large and valuable physical plant of common property, which the Skyline Square Unit Owners’ Association maintains. This requires an expectation and understanding of how our own actions can easily affect other owners, visitors and staff. For this reason, these “House Rules and Regulations, Rights and Responsibilities” are designed to give a single source of information to engage respect and cooperation, rather than dwelling on restrictions and penalties.

The House Rules Document was prepared through the work of the Covenants Committee and approved by the Board of Directors. The House Rules do not cover every possible situation. It is the intent of the Committee and the Board that they serve as a living document to be periodically reviewed, expanded or trimmed.

All owners are invited to participate in the Rules and Regulations, Rights and Responsibilities process by submitting comments to the Board in writing or through attendance at Board and Covenants Committee meetings.

Board of Directors
Skyline Square Unit Owners’ Association

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DEFINITIONS

- House Rules and Regulations, Rights and Responsibilities, also known as (aka) "House Rules" are the Rules and Regulations as defined by Skyline Square Unit Owners' Association Declaration and Bylaws (Article IV, Section D of the Declaration, and Article IV Section 3 and Article VII Section 5 of the Bylaws).
- Association Property or The Property shall include all real property, land and buildings under the ownership and/or control of the Skyline Square Unit Owners' Association.
- Skyline Square Condominium Association is also known as (aka) the "Unit Owners' Association" or "Association."
- Board of Directors, or BOD, shall include members of the Skyline Square Condominium Association governing Board of Directors.
- Board Officers are the principal officers, which include the President, Vice President, Secretary and Treasurer of the BOD.
- Management Office is the Skyline Square Association Office located in the lobby.
- Front Desk or Reception Desk is the reception desk located in the lobby.
- Senior Management, aka "Management Agent(s)," shall include the Property Manager and the Assistant Property Manager, employed by the Association to perform such duties and services as the BOD shall authorize in conformance with Condominium Act of Virginia, and the Declaration and Bylaws. They manage the Association's property at the direction of the BOD.
- Management shall include Senior Management and other Management Office employees.
- Employees or staff shall include Management, Front Desk, Maintenance and Custodial employees.
- Unit Owners and Owners of Record shall include any one or more natural person(s), corporation(s), partnership(s) association(s), trust(s) or other entities who hold title, recorded with Fairfax County, to a unit governed by this Association and is recorded with Skyline Square Unit Owners' Association Management Office.
- Renter(s) and Lease Holder(s) shall include person(s) recorded with Skyline Square Unit Owners Association Management Office as renting or leasing a condominium unit from a unit Owner. A Renter is in the class of Resident.
- Resident(s) shall include all individuals, Owners and Renters and their family members who reside in a Skyline Square condominium unit and are recorded with the Skyline Square Unit Owners' Association Management Office.
- Visitor(s) shall include overnight guests, day guests, owners-hired workers, contractors and licensees of a Resident.

APPLICABILITY

The House Rules and Regulations, Rights and Responsibilities, aka "House Rules", apply to all individuals on Skyline Square property, as prescribed by Skyline Square Unit Owners' Association Declaration and Bylaws. House Privileges extend to Residents.

Violations of the Responsible Conduct described in the House Rules can result in legal action, revocation of privileges, and assessment of the sanctions which can include monetary charges, as recommended by the Due Process Committee and levied by the Board of Directors.

This is a living document, intended to be periodically revised, to enhance the Skyline Square Unit Owners' Association Declaration and Bylaws by fostering a cooperative approach to governance of the Skyline Square community. This is a short and single document that cannot cover the details in the Declaration and Bylaws, while also expanding and enhancing other details for managing the Property.

INTRODUCTION

This document provides Skyline Square House Rules and Regulations, Rights and Responsibilities in reaching the goal of helping all owners, residents, visitors and staff as follows:

- Assure a high quality of life,
- Protect the value of owner real property and common real property,
- Promote a comfortable, safe, appealing and secure environment,
- Maintain a high quality of common infrastructure.

Residents live in close proximity to one another. Actions ripple. Every individual on the Property affects another person. A common ethic of respect among all Residents, Visitors and Staff is at the heart of each clause in the document. A level of good conduct is a practice that should be the expected norm at Skyline Square, not the exception. The House Rules cannot assure this: the House Rules cannot enforce this: only the Residents and Staff can make it a reality.

RIGHTS AND RESPONSIBILITIES

While on Skyline Square property, every person has the ultimate responsibility for their own actions, and residents have the added responsibility for actions of anyone they bring onto the Property.

With respect to behavior, actions and treatment, Residents and Staff have the following rights:

Treatment

Residents should be treated with dignity, respect and professionalism, and the responsibility to treat others with equal dignity, respect and professionalism.

Disturbances

Residents should not be unreasonably disturbed by preventable noises, odors, floods, smoke, fires, actions, visuals, and other environmental factors: likewise, they have the responsibility to not unnecessarily disturb others with preventable noise, odors, floods, smoke, fires, actions, visuals, and other environmental factors.

Due Process

Residents have the right to due process, and the responsibility to participate in due process actions in which they are directly affected.

Insurance

Owners and residents are encouraged to have an up to date homeowner's or renter's insurance policy to cover loss and liability.

Notifications and Emergencies

Residents to be notified by Management of important and/or emergency situations, as appropriate. Conversely, residents have the responsibility to notify management of important and/or emergency events and situations, which might affect other units or residents.

Current Contact Information

Provide Management with your current phone number(s) so that Management and the Front Desk staff can notify you of emergencies, packages, guest arrivals, etc. Keep Current – Update changes to your contact information with Management, as necessary.

(A) LIMITED COMMON AREAS (BALCONY, PATIO, PARKING AND OTHER SPACES)

The fundamental nature of a high-rise condominium complex does necessitate scheduled and/or emergency repairs to common area and limited common areas. When assigned limited common areas such as parking spaces or balcony/patio areas require scheduled repairs and/or emergency repairs, affected balcony/patio areas maybe unusable. Also, parking spaces maybe temporarily reassigned to another area of parking.

Responsible Conduct includes the following:

- I. Safety – Closely monitor and supervise all children
 - 1) Never allow young children to be alone on the balcony.
 - 2) Never leave toddlers and young children alone in a room where a window or balcony door is open.
- II. Snow – shovel snow to the back of your space. Never shovel snow onto other residents' parking spaces, or from balconies onto patios or balconies below.
- III. Cleaning and Watering – Assure that water from balcony cleaning or watering of plants does not overflow over the balcony edge, thus affecting other units.
- IV. Laundry/Clothing – Hanging of laundry, clothing or other items on the balcony is prohibited.
- V. Balcony Door and Railing – Never paint or alter the exterior of the balcony door or railing.
- VI. Chimes and any other Noise Producing Device may not be attached to the balconies.
- VII. Birdbaths and water fountains are prohibited.
- VIII. Charcoal or Wood Burning Grills – These items are **NOT** allowed on balconies.
- IX. Balconies are not for storage of items. A limited amount of deck furniture is permitted. Umbrellas are prohibited.
- X. Only flooring pre-approved by the Board of Directors may be applied to the balcony floor.
- XI. Secure Items on Balcony/Patio – Make sure all items are within the boundary (bounded by walls and railing) and secure against high wind.
- XII. Cleaning Materials – Never shake mops, brooms, dust rags and other cleaning materials off the side of the balconies or out of the doors or windows.
- XIII. Thrown Items – Never throw or deposit items off a balcony or roof. This includes cigarette butts. Thrown items have come within inches of hitting pedestrians and residents on patios. Such actions are extremely dangerous and illegal.
- XIV. Bicycles – Bicycles are not permitted to be stored, locked or parked in common areas other than the area specifically designated by the Association.

(B) Unit Utilities and Safety

In cases of required or emergency maintenance, as the situation dictates, residents have the responsibility to notify Management, with sufficient advance time as possible, so that Management can notify any affected residents, who can in-turn protect their property.

Responsible Conduct includes the following:

- I. Utilities – Assure all unit utilities are properly maintained and properly used so as to not adversely impact other units or building systems.
- II. Plumbing and Appliances – Use appliances properly and maintain plumbing in a manner so they do not leak, cause fires, floods or other damage.
 - 1) Assure all water connections are not leaking.
 - 2) Assure toilet, sink and washing machine supply line hoses are “high pressure” quality. Do not overflow toilets, sinks and bathtubs.
 - 3) Do not clean a floor by using a method of flooding it with water.
 - 4) Properly use and maintain Heating/Air Conditioning Heat Pumps:
 - a) Condensation pans must drain freely.
 - b) South Building units have water-to-air heat pump systems that use a common source of temperature controlled water.
 - c) Thermostat settings must be appropriate for the season; otherwise the heat pump can be damaged, and damage heat pumps in other units.
 - 5) Clean the dryer lint filter before/after use. Lint build-up is a fire hazard.
 - 6) Do not flush sanitary napkins and diapers.
- III. Cooking and Odors – Reduce cooking odors from migrating to other units – use the exhaust vent over the stove.
- IV. Noise – Mitigate noise and prevent unnecessary noise. Assure construction or repair work noise is minimized and neither begins before 8 A.M. nor continues after 8 P.M. Monday – Saturday.
- V. Disturbances – Stairwells, hallways, passageways and the lobby are not authorized play areas. Residents must not create loud noises that could disturb other residents in such areas. Young children must be supervised at all times.
- VI. Personal Items – The common areas should be kept clear of personal items including but not limited to food, carriages, bikes and boxes.
- VII. Flooring – Floors may be required to be covered with up to 80% of carpeting/rugs to reduce noise.
- VIII. Cooking Devices – With exception of cooking devices using electricity as a heating source and listed by recognized testing authority (e.g., Underwriters Laboratories), the operation and storage of charcoal burners and other open-flame cooking devices fueled by combustible or flammable gases, liquids, and solids on balconies and decks, or within 15 feet of any townhouses is against the law.

- IX. Flammable Liquids – Paint, thinners and other flammable liquids must be properly disposed of, they shall not be disposed in trash chutes or trash rooms, or stored in storage bins.
- X. General Safety – Engage in safe practices in your normal daily activities.
 - Report unsafe conditions to the Front Desk Staff or to Management.
 - Report non-working lights to the Front Desk Staff or Management.
 - Replace non-working door bell lights – these are the unit resident’s responsibility.

(C) UNIT WINDOWS AND DOORS

Residents have the right to install curtains, drapes, blinds, shades and similar window coverings on the inside of their unit. Residents have the responsibility to meet Skyline Square appearance and “Architectural Control” as described in the Bylaws.

Responsible Conduct includes the following:

- I. Door Locks and Handles – Notify Management when additional or replacement locks or handles are installed on unit entrance doors. Door locks and handles should be uniform.
- II. Unit Entry Door should remain closed except for entering and exiting.
- III. Window Coverings – Assure window coverings present a uniform, neutral appearance.
 - 1) Assure window coverings and screens are installed, maintained in good repair so as to display a uniform appearance from the outside.
 - 2) Assure curtains/blinds do not blow outside opened windows.
 - 3) Sheets, foil, plastic and newspapers are prohibited window coverings.
- IV. Alarm Systems Signage – Assure alarm signage is not larger than 3x3 inches and affixed to the inside of a balcony/patio door. An appropriate height is door handle height.
- V. Hallway Door – Assure hallway-side door welcome wreaths and decorations are properly maintained and hung without damage to the door.
 - 1) Proper Appearance – Maintain welcome wreaths or similar hallway door decorations so they show a neat, proper appearance at all times. They cannot be

message boards, signs, flags, lewd or controversial in nature.

- 2) Attached Properly – Assure welcome wreaths or similar hallway door decorations are not attached with screws or nails. Strong nylon ribbon over the top of the door can attach inside your door without nails or screws.
- 3) Door Mats may not be placed outside of unit doors.

PRIVILEGES AND ASSOCIATED RESPONSIBILITIES

Skyline Square Condominium offers several amenities with associated privileges for their use.

Privileges are neither guaranteed nor assured and are revocable.

Residents have the responsibility for their own actions and the actions of their visitors.

AMENITIES AND USE

Residents' amenity privileges and responsibilities have associated limitations. Amenities include front desk services such as guest notifications, guest parking assignment, delivery notification and package hold and resident door key service. Facility amenities include the work-out rooms, sauna rooms, party rooms, library/card rooms, game rooms and the pool facility. Organized event amenities include parties and other events organized by the Recreation Committee.

Residents are responsible to use these amenities in the manner and purpose of their specific designation. Residents are responsible for their guests.

The Front Desk staff uses the contact phone number on file with Management for all resident notifications. Residents are responsible to notify Management of any changes.

(D) VISITOR ANNOUNCEMENT, CHECK-IN

Responsible Conduct includes the following:

- I. Sign-in – Visitors must be received or “checked-in” at the front desk.
- II. Any persons, including residents, must present a valid I.D. when entering the building via the front desk.
- III. Grant or Deny Entry – Residents can either grant or deny entry for visitors in writing.
- IV. Accessibility – Residents must be accessible via telephone by staff to grant entry to their guest.

(E) PACKAGES, DELIVERIES, ADMIT SERVICES

- I. Fast Food Delivery – Resident will be called to announce fast food deliveries.
For this privilege, Responsible Conduct includes the following:
 - Be Available – Be available to grant or deny that deliveries proceed to your unit.
 - Pre-notify – You should pre-notify the front desk of a delivery when you want to receive the delivery at another unit or at the pool.
- II. Package Services – Packages are held at the front desk for a reasonable limited time.
For this privilege, Responsible Conduct includes the following:
 - 1) Promptness – Sign for and retrieve your packages promptly.
 - 2) Personal Immediate Pickup – In some situations, a resident may be asked to come to the front desk to receive a delivery or to meet the delivery person.
 - 3) Extended Travel – Residents may notify Front Desk staff when going on extended travel so that packages are held during that period.
 - 4) Reasonable Time – Packages are held for a reasonable time. The package service may be asked to return the packages which are not picked up promptly.
 - 5) Space – Due to the limited amount of space, the number and the size of packages may be limited.
 - 6) No food or beverage deliveries will be accepted at the front desk that is not delivered via USPS, FEDEX, UPS and DHL.
 - 7) Personal Use – Respect this amenity. Package services are only for resident personal use. The association will not serve as a business delivery point.
- III. Front Desk Key Admit Service – Residents have an amenity to optionally provide a duplicate key to keep at the Front Desk. This facilitates residents who have guests or contract workers needing unit access when the resident is not present in the unit. The Association is not liable for keys left in unit assigned slots behind the front desk.

For this privilege, Responsible Conduct includes the following:

- 1) Admit Slip – Provide an admit slip with the name of workers or other person, who should have access to this key if this option is used.
- 2) Identification – Identification is mandatory to retrieve the key – this applies to you or your pre-designated persons.
- 3) Awareness – Explain this process to anyone listed for access to this key such as contract workers and guests. They must know full identification is required.
- 4) Not the Emergency Key – This amenity is not the “emergency key” which is maintained on file in the Management Office.

(F) ELEVATORS / LOADING DOCKS

Each tower has 4 passenger elevators and 1 freight elevator located at the building loading dock. The elevators/loading docks are available for use by Skyline Square owners/residents and their guests. The elevators and loading docks may be used as follows:

- I. Passenger elevators may be used for:
 - a) Transportation of people, belongings and associated portable goods / paraphernalia carried by person, or transported or enclosed within:
 - i. Portable shopping carts
 - ii. Luggage
 - iii. Strollers
 - iv. Wheelchairs
 - b) Bulk household items such as those sold at warehouse stores (Costco, Sam’s Club, BJ’s) e.g., facial tissues, toilet paper, paper towels, groceries
 - c) Small home furnishings / appliances, e.g., lamps, vacuum cleaners, folding TV trays, portable coolers, small houseplants, linens
 - d) Residents and visitors must exercise care not to cause damage to, and refrain from transporting items that may soil or otherwise damage passenger elevators
 - e) Please inquire at the Management Office about questionable items
- II. Freight elevators are available for:
 - a) Transportation of large appliances, furniture, sporting equipment (e.g., bicycles, wagons)
 - b) Large indoor / outdoor plants and shrubbery, including Christmas trees, and associated items (e.g., potting soil)
 - c) Large tools, equipment and other building and home improvement equipment and supplies (e.g., ladders, compressors, saws, drop cloths, tiles, flooring, carpet, doors, cabinets, plumbing fixtures)
 - d) Move-ins and move-outs

- III. Loading docks are available for commercial or personal deliveries of large items (e.g., furniture, appliances), and move-ins and move-outs
 - a) Deliveries and move-ins/move-outs are permitted between the hours of 8 AM to 8 PM, Monday through Saturday, **excluding** New Year's Day, the Fourth of July, Thanksgiving Day and Christmas Day
 - b) Deliveries and move-ins/move-outs are generally not permitted on Sundays; however, Management may authorize Sunday delivery/move-in/move-out in cases of emergency or extreme hardship
 - c) Moving pods are prohibited
- IV. Guidelines for deliveries:
 - a) Schedule – Reserve use of the freight elevator with the Management Office ahead of time
 - b) Coordinate – Work with your delivery service so you know you have the freight elevator reserved for the time needed
 - c) Ad-hoc use / unscheduled deliveries – Freight elevator reservations take precedence over any unplanned large, bulky delivery.
- V. Guidelines for move-ins/move-outs:
 - a) Pay the move-in fee prior to scheduling move-in (see Appendix A for fees)
 - i. Move-in fees also apply to internal moves within Skyline Square
 - ii. There is no fee for move-outs
 - b) Reserve use of the freight elevator with the Management Office
 - c) Notify management prior to any moving date
- VI. Penalties

A rules violation fee may be assessed for:

 - a) Unauthorized moves
 - b) Mis-use of a passenger elevator
 - c) Damage to an elevator

(G) SKYLINE SQUARE STAFF

The Skyline Square Management Office provides a number of services to facilitate Residents conducting Skyline Square business. Residents are responsible to respect the office staff, the front desk staff and the purpose of their services. The Front Desk helps facilitate some of these services for the Office.

Management and the front desk staff are available to help resolve problems. They are happy to answer questions. If staff is unable to resolve a Skyline Square related problem, residents may write to the Board of Directors via the Management Office.

Management Office is available for Association related business.

Appropriate Conduct includes the following:

- 1) Complete your business as expeditiously as possible.
- 2) The front desk is not a personal business center or a social center.
- 3) When necessary, report problems and violations to Management. Residents are responsible to use due diligence and prudence.
 - Violation of House Rules should be reported with Rules Violation complaint Form for enforcement and Due Process actions.
 - When the Management Office is closed, Rules Violation Complaint Forms are available at the Front Desk. The completed form can be dropped in the Management office secured mail slot or submitted in person.
 - See Appendix B – “Complaint Adjudication and Due Process.”
 - See Appendix C – “Rules Violation Complaint Form.”

(H) REQUIREMENTS

- I. Owners must provide all required Unit Documentation to the Management Office to comply with Virginia Law and Skyline Square Bylaws. This includes situations when real estate agents act on behalf of their clients. Required documents include the following:
 - 1) Notification of any move, including from one unit to another.
 - 2) Provide a copy of any rental/lease agreements, and list all residents, prior to move-in.
 - 3) Settlement sheet within a week after a unit is sold.
 - 4) Current personal vehicle information for all unit residents.
 - 5) Provide and maintain key(s) for all locks on the unit door.
 - 6) New Residents must schedule a New Resident Orientation.
- II. Skyline Square Photo IDs – Residents in good standing must have a Skyline Square valid Photo ID for access to or use of amenities, such as the outdoor pool, workout rooms, card/library rooms, game/billiard rooms and organized activities.

For the use of these privileges, Responsible Conduct includes the following:

- 1) Photo ID – Obtain a Photo ID from Management for each household member.
- 2) Current – Keep all Photo IDs current with an annual sticker.

(I) EMERGENCY KEYS AND LOCK-OUT SERVICES

- III. Emergency Key and Lock-Out Service – Residents may access their emergency key which is kept on file with the Management Office when the resident is locked out. This key is used by Management during fire and medical emergencies, as well as utility emergencies such as water floods when the resident is not home. Staff maintains the integrity and safety of your key(s); it is not handed out to guests, friends, relatives, contracted workers, realtors, or similar persons. Any resident who wishes to access their emergency key during non-office hours must pay a \$50.00 lock out fee.

Responsible Conduct includes the following:

- Provide Current Keys – Provide and assure a current key is on record with Management. If a door key is not on file, emergency entry to the unit will be at the resident's risk and expense.
- Sign – Sign the log book at the Management Office.
 - 1) Sign the logbook upon taking the emergency key out.
 - 2) Sign the log book upon returning the emergency key to Management.
 - 3) Return the emergency key within 48 hours.
 - 4) Pay the fee when the Management Office is closed. There is no charge during office hours. See Appendix A for fees.

(J) LOBBY

Skyline Square is a very busy Condominium complex, and home to more than 1,800 residents. The lobby has multiple functional purposes where services are provided to all residents making it the busiest space in the complex. The lobby must be maintained in a way to accommodate equal access for all residents and their visitors.

Responsible Use of the Lobby and Responsible Conduct includes the following:

- I. Welcoming Environment – Maintain a welcoming, elegant and dignified place of excellent first impressions.
- II. Clean and Green Environment – Keep a clean, green and appealing lobby, leaving it in the same or better condition than when you arrived.
 - 1) Do not consume food and/or beverages except during organized events.
 - 2) Do not damage plants or pour liquids into the planters.

- III. Respect Staff – The front of the lobby is a work place for Management, Front Desk staff and for U.S. Postal workers. It is not a personal business center. Do not congregate at the Front Desk.
- IV. Purpose of the Lobby – Respect the multiple aspects of the lobby. Everything has a designed use. Balance is necessary. Management retains the discretionary authority to oversee/supervise the use of the lobby, and to address any disruptive behavior.
 - 1) Personal responsible conduct – be respectful, reasonable, considerate.
 - 2) The furniture has a designed purpose:
 - a) Do not stand on tables or furniture.
 - b) Do not allow children to play or walk on the furniture.
 - c) Do not set or rest your feet/shoes or luggage on the furniture.
 - 3) Sleeping in the lobby is prohibited.
 - 4) Children must be supervised at all times.

(K) ORGANIZED ACTIVITIES

For this privilege, Responsible Conduct includes the following:

- I. Obtain tickets in advance from the Management Office, if tickets are required.
- II. Tickets are based on the number of Photo IDs issued to the unit.
- III. Supervise your children and their behavior at the activities.

(L) RECREATIONAL FACILITIES

Every resident has a responsibility to respect all users of the facilities and to use them in the manner for which they are designated.

Residents of units appearing on the suspension of services list will be denied the privilege of using the recreation facilities. Residents who damage property may be banned from use of the facility.

Residents use recreational areas at their own risk. **The Association assumes no responsibility for accidents, injuries, liabilities, or actions by residents or their visitors.** Damage to any recreational facility or common area is the responsibility of the person who caused the damages.

For this privilege, Responsible Conduct includes the following

- I. Valid ID – Present a valid Skyline Square Photo ID in order to sign out key, appropriate equipment and use of Association facilities. Keys and equipment must be turned in within two (2) hours.
- II. Resident must be 18 or older to sign-out any keys to the facilities.
- III. Clean and Green – keep the room clean. Throw away any trash. Leave the room in the same or better condition than when you arrived.

- IV. Furniture – Arrange tables and furniture as it was or better than when you entered.
- V. Report Problems – Report unsatisfactory conditions, damaged, broken equipment or unsafe conditions to Management or the Front Desk staff so prompt corrective action can be taken up with the correct person(s). Otherwise, you may be suspected of causing the damage.
- VI. Secure the Key – Safeguard the facilities key, where applicable. Charges will be assessed for lost keys, for damages to equipment and for damages to rooms.
- VII. Be Responsible – Take responsibility for anyone you take with you. Persons under the age of 18 must be accompanied by an adult resident (18 years or older), who accepts responsibility for the room and equipment and who remains in the designated facility/room.
- VIII. Limitations – Do not bring or consume food, beverages or alcohol in any of the facilities, except in the Party Rooms or as noted in Appendix D – “Swimming Pool Rules and Allowable Use.” Water bottles are allowed.

➤ **Billiard Rooms**

The Billiard Rooms are available between 10 A.M. to 11 P.M.
The maximum number of people allowed in the billiard room at one time is eight (8).

➤ **Exercise Rooms**

Separate men’s and women’s exercise rooms are located in the South Building. A joint men and women’s exercise room facility is located in the North Building.

- I. No one under the age of 17 is permitted in the exercise rooms.
- II. Use personal earphones for use of any audio equipment and cell phones.
- III. Do not remove any equipment from the exercise room.

➤ **Ping Pong Room (South Building Only)**

The Ping Pong Room is available between 10 A.M. to 11 P.M.

➤ **The South Building Card Room, North Building Library**

The South Building Card Room and the North Building Library are available from 10 A.M. to 10 P.M, seven days a week, except for scheduled meetings or events. Obtain keys for these rooms from the Front Desk personnel.

There is a fee to rent either room for exclusive use. See appendix A.

➤ **Party Rooms**

The Party Rooms are available from 10 A.M. to midnight Sunday through Thursday, and 10 A.M. to 1 A.M. Friday and Saturday.

- A deposit is required to secure the room two weeks prior to the event.
- Rental forms are available in the management office.
- Additional rules apply; see the rental agreement.
- See Appendix A for costs.
- Reservations are on a first come, first served basis.

➤ **Swimming Pool and Poolside Area**

The swimming pool is available in summer months during the day, while lifeguards are on duty. Appendix D spells out procedures and responsible conduct for use of the pool.

(This concludes the section of Privileges and Associated Responsibilities)

POLICY TOPIC AREAS

(M) CONDUCT

Residents are responsible for their actions and they benefit when others are equally responsible in all of their actions.

Responsible Conduct includes the following:

- I. Respect the staff – Assure you and your children respect the staff in performance of their work. Do not interfere and do not direct the actions of staff (Association employees) during performance of their work.
- II. Wear proper attire – Assure you and your children wear proper attire – including shoes and shirts in the common areas.
- III. Respect Residents – Smoking is prohibited in common areas. This includes the indoor Pool Facilities (Bathrooms, Showers, etc), outdoor Pool Deck and outdoor shelter areas.
- IV. Keep Common Areas Safe – Do not use/ride any wheeled toys or recreational equipment inside the buildings.
- V. Use the Elevators Appropriately – Use only the freight elevators for transporting bulky goods, equipments, bicycles and furniture.
- VI. Maintain Designated Use of All Areas – Use all common areas based on their designed and designated use. Common areas are not play areas (except as designed), personal work space, or sleeping space and shall not be used for play (except as designed), sleep, consuming food or drink or personal business. Common areas include, but are not limited to, hallways, passageways, stairwells, lobby, loading docks, trash rooms, exercise rooms, game rooms, card/library rooms, party rooms, garage, shower rooms, rest rooms and the pool facility.
- VII. Smoking and disposal of tobacco products is prohibited in all common areas as is the smoking of e-cigarettes and hookah pipes.

(N) OCCUPANCY LIMITS

Occupancy is limited, in accordance with all State, Federal and local laws.

- o All occupants must be registered with Skyline Square Management Office.

(O) GENERAL SAFETY

Safety is a priority at Skyline Square.

Responsible Conduct includes the following:

- I. Safe Practices – Engage in actions which promote safety. Do not engage in actions or incidents that can cause insurance rates to rise for all residents.
- II. Fire Safety – Engage in practices which decrease the potential for fires. Do not use open flame appliances; do not leave lit candles, heaters or heat lamps unattended. Be sure electrical cords are not old or cracked. Avoid using extension cords. Do not overload wall sockets.
- III. Explosive Safety – Engage in practices which keep the Property safe from explosive materials. Do not store items which contain combustible liquids or gases that can explode anywhere on the Property.
- IV. Child Safety – Promote practices which help to keep all children safe.

(P) TRASH AND RECYCLE

Residents are ultimately responsible to assure a clean and safe community.

Responsible Conduct includes the following:

- I. Use of Trash Chute – Place all garbage and trash down the trash chute. Trash must not be left in the trash chute rooms or corridors. Tie plastic bags closed before placing them in the chute.
- II. Littering – Littering in the common areas including the garage is prohibited.
- III. Use Loading Dock Containers and Freight Elevator – When boxes and bulky items do not fit in the chute opening, take boxes and bulky items to the loading dock and dispose of them in the garbage bins, **NOT** in the recycle bins. Use the freight elevator to take bulky items to the loading dock.
- IV. Dispose Responsibly – The loading docks are not a dump – keep them clean and free of clutter. Dispose of large items off-property, including but not limited to, kitchen appliances, cabinets, furniture and carpeting. If you personally cannot dispose off-property, then make arrangements with Management for disposal, otherwise a disposal fine will apply. See appendix A.
- V. Recycle – Support Fairfax Country's Green and Recycling Efforts. Use the recycling bins on the loading dock for recyclable papers, glass and cans.
- VI. Respect Neighbors – Never throw any objects out of the windows or off the balconies. **This act is a criminal offense.**

(Q) STORAGE

Assigned storage bins are limited common areas.

Responsible Conduct includes the following:

- I. Do not store items prohibited by law, such as flammable liquids, paint or gases.
- II. Maintain clean and secure storage bin(s).

The Association bears no liability for personal property stored in the storage rooms. Any items stored outside of assigned bins will be disposed of without notification.

(R) SERVICE ANIMALS

Service animals, which are required for a specific medical condition, are not pets in the terms of their medical purpose, and are allowed. All service Animals must be registered with the Management Office.

(S) SEASONAL/HOLIDAY DECORATION DISPLAYS

Residents are responsible that seasonal/holiday decoration displays are appropriate for season or holiday they represent, and that they are safe and secure.

Responsible Conduct includes the following:

- I. Location – Assure they are only located on approved, appropriate locations as follows:
 - 1) On the inside of non-balcony windows; not outside non-balcony windows.
 - 2) On the outside of hallway doors.
 - 3) On the outside of balcony doors and windows.
 - 4) On balconies.
- II. Season/Holiday Appropriate Decoration Displays– Assure they are appropriate with season/holiday time period they represent. Most holidays are celebrated for a day or a few days, not multiple weeks.
December – For the December and New Year holidays, the appropriate time can include beginning at the U.S. Thanksgiving Day weekend and conclude the weekend following New Year's Day.

(T) DISPLAY OF THE UNITED STATES FLAG

The United States Flag may be flown as appropriate and in accordance with "Freedom to Display the American Flag Act of 2005" (*Pub. L. 109-243, 120 Stat. 572, enacted July 24, 2006*).

Responsible Conduct includes the following:

- I. Legal Right – Residents have the right to fly the US Flag, as long as it is flown in accordance with United State Code, Title 4, Chapter 1, "The Flag," and Title 36, Chapter 10, "Patriotic Customs."
- II. Appropriateness – Assure that flying the flag "is not inconsistent with any reasonable restriction pertaining to the time, place, or manner of displaying the flag of the United States necessary to protect a substantial interest of the condominium association."
- III. Compliance – Comply with U.S. Flag Rules and Regulations. (See appendix E)

(U) SATELLITE DISHES

Residents are responsible to assure satellite dishes meet the Association Bylaws, and are within guidelines of the U.S. code and the FCC Rule which governs satellite dishes.

Responsible Conduct includes the following:

- I. Approved – Assure that your satellite dish installation is approved by the Management Office. Guidelines can be picked-up in the management office.
- II. Install Correctly – Ensure you or your contractor installs properly:
 - 1) Do not drill through the wall. Use a flat wire type that goes under the door.
 - 2) Assure the antennae dish installation is secure to withstand strong winds.
 - 3) Assure the antennae dish cannot damage windows, doors, and railings or potentially fall off the balcony
 - 4) Satellite dishes may not break the plane of the balcony.

(V) BUSINESS USE, COMMERCIAL SOLICITATIONS

Skyline Square is a residential community. Residents and other individuals are responsible to assure there are no commercial enterprises, and no solicitations on Skyline Square property.

Responsible Conduct includes the following:

- I. Do not distribute sale notices or service notices on the property.
- II. Do not conduct business, trade occupation, commercial, religious or educational activities in the common areas of the property.

(W) ROADWAYS AND PARKING

Parking at Skyline Square is limited. Cooperation is imperative among all residents and visitors. The roads are very busy, often with pedestrians crossing the roadways.

Responsible Conduct includes the following:

- I. Safe Driving – Drive safely and in a manner that respects life and safety.
- II. Tell Your Guests – Assure your guests know the rules and know where to park.
- III. Restricted Spaces – Do not park in other unit residents' spaces. Assure your guests know this. Anyone who does not have specific approval to park in those spaces is trespassing and may be towed without warning. The violator is responsible for all costs incurred.
- IV. Read Appendix E – Read the Appendix for "Skyline Square Unit Residents' Association Regulatory Resolution Pertaining to Parking."

(X) REMODELING

The Association must approve remodeling of units involving any kind of retrofit, replacement or construction, electrical, plumbing, flooring or structure. Removal of any portion of a unit wall, in particular, requires prior Association approval. Request for Architectural Change forms are available in the Management Office.

PROCEDURAL TOPICS

(Y) DUE PROCESS

The Due Process Committee (DPC) serves the residents with regard to possible unresolved violations of the House Rights, Rules and Regulations. The due process procedures policy is located in Appendix B.

(Z) CONDOMINIUM FEES, CHARGES

All fees and special assessments are due on the first of the month, unless otherwise stated on the bill. Late fees are set forth in Appendix A.

Delinquent assessments and charges are subject to collection procedures such as liens, suit, post-judgment action, suspension of services and foreclosure.

APPENDIX A – FEE SCHEDULE

Condominium Documents

- Certificate of Resale,
(Which include document package and financial disclosure information) \$150
- Transfer Fee (for Resale Documents) \$50
- Condo Letter/Questionnaire (requested by mortgage company) \$25
- Document Package (bylaws and declaration) \$50
- Resale Inspection Fee (payable at time of request) \$100

Building/Garage Access Keys (Any keys lost, stolen, or inoperable will be replaced at the owner's expense as follows)

- Key Card \$20
- Key Fob \$35
- Clicker/Remote \$60

Bulk Trash Removal

- Dumped large items (items that do not fit a normal 30 gal. garbage can)
 - Fee for each large item \$75
 - Or actual cost
 - Fine for Dumping Actual Cost

Late Payments

- Condo Assessments \$40
- MSI/Electric Payments \$25

Lockouts

If key was provided to the office, otherwise the resident will have to hire a locksmith.

- During business hours No Charge
- Non-business hours (payable to On-Call Engineer) \$50

Maintenance Related Items from Front Desk

- Filters for bathroom and air conditioner/heat pump \$4.50
- Algae tablets for heat pump \$3

Move-In Administrative Fee

- Move-Ins \$300
This one-time fee includes move-in from building to building and internal moves between units.
- Investor Administrative Fee \$50

Over-Occupancy Fee

- Fee is per person per month with no age limitations \$100

Facility Fees

- Swimming Pool Guest Day Pass (one person, one day, single use only) \$2
- Card/Library Room Rental \$50
- Party Room Rental (Complete Rules & Regulations available in Management Office)
 - Rental Fee \$500 (South)
\$400 (North)
 - Security Deposit \$1000 (South)
\$ 800 (North)
 - Security Guard(s) \$25/hr per guard

Violation Charges/Penalties

Residents are responsible to resolve violations, working directly with the Management Office staff. When a violation is unresolved, per the recommendation of the Due Process Committee and a decision of the Board of Directors, the following penalties and/or charges may be levied:

- Suspension of services with denial of privileges.
- Fines
 - Up to \$50 for a single offense, or
 - \$10 per day for a continuing offense up to a maximum of \$900 per offense.
- Legal action when the infraction is a violation of the law.
- See Appendix B – “Complaint Adjudication and Due Process.”
- See Appendix C – “Rules Violation Complaint Form.”
- Penalties are determined by the Board of Directors after a recommendation by a consensus vote of the Covenants Committee.

APPENDIX B – COMPLAINT ADJUDICATION AND DUE PROCESS

The Due Process Committee serves the community by taking on the responsibility to investigate allegations of violations of condominium documents, which include the Bylaws and House Rules and Regulations. If the Committee concludes that a violation has occurred, the Committee attempts to work toward a resolution. Upon failure to resolve the situation, the Committee makes a recommendation to the Board of Directors. The Board has the final authority regarding any action that may be taken. The following procedures are applicable to complaint investigation and hearing by the Due Process Committee. The purpose is to resolve disputes; the goal is to be expeditious while being fair to all parties involved.

However, please note that these procedures are only mandatory prerequisites for preserving the authority to impose violation charges against an Owner (for violating the Governing Documents other than for nonpayment of assessments) or suspending the right to use any Association- provided facilities or non-essential services pursuant to the Declaration and Section 55-79.80:2 of the Act. However, these procedures are not mandatory prerequisites for taking any other type of enforcement action available to the Association, including but not limited to legal action to enforce the Governing Documents or to collect unpaid assessments.

Each Owner is responsible for his/her own violations and for violations by family members, tenants, guests and invitees, as may be applicable.

A. **Initial Procedures**

1. All complaints involving violations of the Governing Documents will be referred in writing to the Deputy General Manager for initial handling. In most cases, a Rules Violation Complaint form (Appendix C) will be necessary.
 - * Clear details must be provided.
 - * The details must be specific to the violation, and should include dates and times.
 - * The details must include enough explanation of the situation or incident to see how the situation or incident implicates an infraction of the Governing Documents.
2. Management may send “friendly reminders” to an allegedly non-compliant Owner or resident prior to proceeding with more formal action as set forth below.

3. Complaints that cannot be resolved by Management may be referred to the Due Process Committee, with the Committee being provided with a copy of the applicable complaint and written communications to/from the alleged violator or responsible Owner.
4. For matters referred to the Due Process Committee, the Committee will conduct an informal investigation into the complaint, which may include gathering of witness statements and review of historical files.
5. The Due Process Committee may recommend the following actions at this stage:
 - a. Dismissal of the complaint;
 - b. Sending a “friendly reminder” notice regarding the rule in question but not taking any other enforcement action; or
 - c. Commencing the notice and hearing procedures, as specified below.

B. Notice of Violation.

1. Delivery of Notice. Management (either on its own initiative or at the recommendation of the Due Process Committee) may initiate formal enforcement action on behalf of the Association by sending a written “Notice of Violation” to the responsible Owner by regular first-class mail. In addition to sending by regular mail, Management may also send a copy of the Notice by email to the Owner if the Owner has provided an email address to the Association. *If the violation is by a known tenant*, the Notice of Violation may also be sent to the tenant by first-class mail at the Unit address or by email. Notices sent by mail per this Resolution are deemed effective as of the date of mailing (as evidenced by the postmark).
2. Content. The Notice of Violation shall contain the following minimum information:
 - a. The Owner’s name;
 - b. The alleged violation(s); and
 - c. *For violations of a continuing nature:*
 - (i) The action required to abate or correct the alleged violation; and
 - (ii) A request or demand that the alleged violation be abated or corrected within 14 days of the date of the notice or such other time period as may be deemed appropriate under the circumstances, in the discretion of the Board or Management.

- (iii) A statement to the effect that the Owner must request in writing a hearing if the Owner wants to contest the citation or the imposition of sanctions (e.g., violation charges or suspension of use rights). The notice will indicate that the Owner can be represented by his/her legal counsel at the requested hearing, but that if the Owner's written request for a hearing is not submitted so that it is received by Management within the stated deadline, then the Owner will be deemed to have waived any right to a hearing and that sanctions may be imposed thereafter or other enforcement action taken (without a hearing) if the violation was not corrected by the stated deadline.
 - d. *For violations that are not of a continuing nature:*
 - (i) A request or demand to avoid or refrain from violating the same rule again in the future, and a warning that any future violation of that rule may result in enforcement action by the Association; or
 - (ii) *If the same type of violation previously occurred and was cited in a prior Notice of Violation within the previous 12 months, then the notice will include a statement to the effect that the Owner must request in writing a hearing if the Owner wants to contest the citation or the imposition of sanctions (i.e., violation charges or suspension of use rights). The notice will indicate that the Owner can be represented by his/her legal counsel at the requested hearing, but that if the Owner's written request for a hearing is not received by Management within 14 days from the date of the notice, then the Owner will be deemed to have waived any right to a hearing and that sanctions may be imposed thereafter or other enforcement action taken (without a hearing).*
- 3. Temporary Compliance / Repeated Violation. Notwithstanding anything in these procedures to the contrary, if the same type of violation occurs again at any time within 12 months from the date of the prior Notice of Violation to the same Owner, then the reoccurrence of the same type of violation within that 12-month period shall be deemed to be a failure to cure the previously cited violation, and that temporary compliance shall not be considered sufficient to trigger the need for the Association to provide yet another opportunity to cure the same violation before proceeding with enforcement action (including imposing sanctions). In these instances, a Notice of Violation may be combined with the Notice of Hearing referenced below.

C. **Failure to Request a Hearing.**

1. In the event the responsible Owner ("Respondent") fails to timely request a hearing in response to the Notice of Violation, sanctions may be imposed against the Respondent without holding a hearing. However, even if the Respondent fails to timely request a hearing, the Due Process Committee and Board each reserve the right to schedule a hearing on the matter if the Committee or Board deems it appropriate under the particular facts and circumstances presented.
2. Board Authorization to Management. When the previously specified deadline has passed and no hearing is timely requested by the Owner (and unless the Board or Committee has informed Management to refrain from taking action on the matter or to schedule a hearing even though not requested by the Owner), then in the circumstances described below, sanctions are automatically assessed or imposed without the need for a case-by-case vote by the Board and Management is authorized to post the charges on the Owner's account and/or implement the suspension of privileges in accordance with the following:
 - (a) In cases of nonpayment of assessments, if the Association's records indicate that the Owner's assessment account remains more than 60 days past due, the Board hereby authorizes and directs Management to notify the Owner (by first-class mail and by certified mail, return-receipt requested) that the following suspensions are effective immediately and last until the account is paid in full: (i) suspending the use of any reserved/assigned or guest parking spaces, (ii) deactivating the key card assigned to the Unit, and (iii) suspending the use of recreational facilities, to include the swimming pool, exercise rooms, billiard rooms and card rooms. The Board also reserves the right to suspend the right to use other Association-provided facilities and non-essential services to the extent permissible under the Act or the Declaration, and to take action to collect the delinquent assessments.
 - (b) In cases of continuing violations of the Governing Documents (other than nonpayment of assessments), if Management confirms that a previously cited violation has not been corrected, the Board hereby approves the assessment of per diem violation charges (starting from the compliance deadline specified in the prior notice) at a rate of \$10/day and authorizes and directs Management to post the charges to the Owner's account and to promptly notify the Owner (by first-class mail and by certified mail, return-receipt requested) of the imposition of the violation charges. The Board also reserves the right to take other action to enforce the Governing Documents.

For repeat single offenses of a non-continuing nature (i.e., those that do not continue uninterrupted day after day), if Management determines that the violation cited in the most recent notice is the same type of violation that was cited in a prior Notice of Violation or Notice of Hearing sent to the same Owner within the previous 12-months, then the Board hereby approves the assessment of a violation charge (for each such offense cited in the most recent notice) in the amount of \$50 per cited offense, and authorizes and directs Management to post the charge(s) to the Owner's account and to promptly notify the Owner (by first-class mail and by certified mail, return-receipt requested) of the imposition of the violation charge(s). The Board also reserves the right to take other action to enforce the Governing Documents.

- D. **Request for a Hearing.** If the Respondent desires a hearing, the Respondent must request a hearing in writing so that it is received by Management within the time period stated in the Notice of Violation.
- E. **Notice of Hearing.**
- I. **Delivery of Notice/Content.** After receipt of a timely request for a hearing (or if the Due Process Committee or Board otherwise decides to schedule a hearing), Management will send the Respondent written notice of the hearing's date, time and place by mailing it (1) by certified mail (return-receipt requested) at the Owner's address of record with the Association, and (2) by regular first-class mail. In addition to the above-two methods of delivery, Management may also send a copy of the Notice by email to the Owner if the Owner has provided an email address to the Association. This Notice of Hearing must be sent at least 14 days prior to the hearing and must state the alleged violation, the potential for violation charges (or suspension of use rights, as applicable), and that the Respondent may be represented by his/her own legal counsel at the hearing.

2. Scheduling/Continuances. The hearing shall be scheduled at a reasonable time and place within the discretion of the Committee or Management (in consultation with the Committee and/or Board). The Committee or the Committee's Chairperson (or the Association's president, for hearings held by the Board) may grant a continuance if a written continuance request is received by Management prior to the hearing date. A continuance request must describe the reasons for the request. If a continuance is granted, notice of the new date, time and place shall be mailed by first-class mail to the Owner at his or her address of record (or with the Owner's consent, sent by email). However, it is ultimately the Owner's responsibility to contact Management prior to the originally scheduled hearing date to determine whether a continuance request was granted.

F. **Hearing Procedures.**

1. If a hearing is requested and/or scheduled as set forth above, a hearing shall be conducted by the Due Process Committee to afford the Respondent a chance to present his or her position regarding the alleged violation(s) of the Governing Documents and whether sanctions should be imposed. However, if the Respondent fails to appear at the hearing at the scheduled time, the Committee may deem the allegations to have been admitted. Any defects in the hearing notice shall be deemed waived by the Respondent if the Respondent appears at the hearing (either in person or by legal counsel) for any purpose other than to object to the validity of the notice.

Note: the Board reserves the right to hold a hearing on certain violations instead of or in addition to the Due Process Committee holding the hearing (e.g., the Board may decide to hold hearings on delinquency-related matters). If the Board decides to hold a hearing, the same hearing procedures applicable to the Committee will be applicable to the Board hearing as well (except, of course, the Board would be deciding on what sanctions to impose, if any, rather than just making recommendations.)

2. The hearing shall be conducted in executive session, and witnesses and/or complaining parties present at the hearing will be allowed to make presentations to the Committee during the hearing. The Committee, or the presiding officer at the hearing, may determine the particular manner in which the hearing will be conducted, such as setting reasonable time limits on presentations, so long as the procedures are otherwise consistent with the Act and the provisions of these procedures. The rules of evidence applicable in a court of law are not applicable to this hearing.
3. Right to Legal Counsel. Respondents have the right to have their own legal counsel represent them at the hearing, but attorney-representation is not required. Respondent's failure to have an attorney at the scheduled hearing shall constitute a waiver of such right for purposes of the hearing.
4. Decision/Recommendation and Notice of Hearing Results.
 - a. After all presentations have been made within the allotted time period, the Committee shall request others who are present to leave the room (except for Management and/or the Association's legal counsel, if applicable) and, while still in executive session, discuss whether it believes that there is satisfactory evidence of the violation and whether sanctions should be recommended to the Board. After reconvening into open session, the Committee shall make its decision (including its recommendation to the Board) by majority vote of the members of the Committee participating in the hearing; however, if additional time is needed to reach a decision, the Committee may continue the hearing to an announced date and time for purposes of additional deliberation, with no further written notice required.
 - b. The Due Process Committee will prepare a summarized transcript of the hearing, along with a copy of the Notice of Violation, Notice of Hearing, statements or other evidence presented at the hearing, and the recommendations of the Committee (indicating the vote thereon).
 - c. Within seven (7) days after the hearing (including any continuances), Management shall notify the Respondent of the results of the hearing by first-class mail and by certified mail, return receipt requested, to the Respondent's address of record with the Association.

- G. **Sanctions.** After compliance with the above procedures, the Board has the authority to impose the following sanctions (in addition to, or instead of, other remedies available to the Association). The Board of Directors will take action, as it deems appropriate, after considering the entire record and the recommendations of the Due Process Committee, as applicable.
1. **Violation Charges.** In accordance with the Declaration and the Act, the Board may assess charges for violations of the Governing Documents (other than nonpayment of assessments, the consequences of which are addressed in other sections of the Governing Documents). Violation charges are treated as an assessment against the Owner and the Owner's Unit for the purposes of collection and filing liens. As of the date these procedures were adopted, the Act provides that for each single violation, a charge of up to \$50.00 can be assessed; or for a violation of a continuing nature, a charge of up to \$10 per day can be assessed for up to 90 days or until the violation ceases, whichever occurs first.
 2. **Suspension of Use Rights.**
 - a. **Nonpayment of Assessments.** In accordance with the Act, for assessment accounts that are more than 60 days past due, the Board may suspend the right of the Owner to use Association-provided facilities and services, including but not limited to suspending the use of parking spaces and recreational facilities, and deactivating the key card assigned to the Unit. Suspensions remain in place until the account is paid in full, unless a different arrangement is agreed to by the Board in writing as part of an approved payment plan to settle the debt.
 - b. **Violations of By-Laws or House Rules and Regulations.** In accordance with Article IV, Section D(2) of the Declaration, for non-monetary violations of the By-Laws or House Rules and Regulations, the Board may suspend the right to use the Common Elements, including but not limited to parking spaces and recreational facilities.

Note: suspensions apply not only to the Owner but also to all occupants of, and visitors to, the Owner's Unit. It is the Owner's obligation to notify his/her tenants, guests and family members (or other occupants of the Unit) of the suspension; however, the Association reserves the right to notify them as well.

3. Once parking privileges are suspended and written notice of the suspension is mailed to the Owner (by first-class mail and by certified mail, return-receipt requested), vehicles in violation of the suspension become subject to immediate towing or booting at the vehicle owner's sole risk and expense.

H. **Other Remedies.** The above procedures shall not be interpreted to require the use of the above notice and hearing procedures prior to the Association exercising any other remedies (other than violation charges and suspension of use rights) authorized or available under applicable law or the Governing Documents. The exercise of any one or more remedies shall not constitute an election of remedies. Remedies may be cumulative and also include, without limitation, the following:

1. Abatement and Removal. The Board has the authority under Article V, Section F and Article X, Section A(2) of the Declaration to abate and remove, at the expense of the Owner, any structure, alteration, improvement or condition placed on the Common Elements by the Owner in violation of the provisions of the Governing Documents, or to enter a Unit to carry out any maintenance or repairs, at the Owner's expense, that an Owner fails to perform after notice.
2. Specially Assessing Costs against Owner. Under Article VI, Section 2 of the By-Laws, the Board may specially assess an Owner for expenses incurred by the Association that were caused by the conduct of the Owner, the Owner's tenants or guests, or other occupants of the Owner's Unit.
3. Legal Action. The Board has the authority to file a lawsuit for monetary damages and/or injunctive relief, and to seek recovery of legal fees and costs.
4. Tenant Eviction. Under Article VII, Section 2 of the By-Laws, if an Owner's tenant breaches his/her lease by failing to comply with the Governing Documents, the Board has the authority to require the Owner to evict the tenant.
5. Resale Disclosure Certificate. Pursuant to the Act, violations of the Governing Documents may be disclosed in any resale disclosure certificate issued by the Association in conjunction with the sale or other transfer of a Unit; and/or
6. Reporting to Government Officials. Violations implicating local, state or federal laws, ordinances or regulations may be reported to the appropriate government official, agency or department.

I. **Records.** Management shall keep copies of all correspondence related to violations in the Owner's file or in a separate file specifically for violations, as well as a record of each hearing (including proof of notice or indication that the Respondent appeared at the hearing).

APPENDIX C – RULES VIOLATION COMPLAINT FORM

Complete this form and turn into the Management Office.

Name of person(s) violating rules, if known:

What is their unite number, if known: _____ North or _____ South

Provide details you know regarding the violation. Who did what? When and where did the violation occur?

(Please use the back of this page if more space is needed.)

Did you request that the violation cease? If yes, written or verbal?

Who did you address your request to and when?

Print your name and unit number

Signature: _____ Today's Date: _____

FOR ASSOCIATION USE

Are the alleged violators tenants or owners? Tenants Owners

Registered name(s) of the owners and/or tenants:

What rule was allegedly violated?

Comments

Demand letter(s) sent to owners on

Referred to _____ Board _____ Committee on
_____.

cc: Unit Owner File
 Rules Violation File
 Revised 6/02

APPENDIX D – SKYLINE SQUARE PARKING REGULATIONS

WHEREAS Article N, Section D of the Declaration states that, “The use of the Common Elements shall be governed by the Bylaws...and by the House Rules and Regulations adopted by its Board of Directors;” and

WHEREAS Article N, Section 3 and VII, Sections 4(b) and 5 of the Bylaws enables the Board of Directors to “Promulgate, amend and enforce House Rules and Regulations concerning the operation and use of the Condominium.” and

WHEREAS the Board of Directors deems it necessary and desirable to establish certain Rules and Regulations for the use of owner, visitor, and Association owned parking spaces;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy and rules regarding the use of parking spaces on Association property is hereby adopted, effective

December 1, 2002 and revised February 23, 2012:

I. DEFINITIONS:

For the purpose of these rules, the following definitions pertain:

A. Association. The Skyline Square Unit Owners’ Association.

B. Inoperative Vehicle. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle such that the vehicle cannot move under its own power; or, any vehicle which is partially or totally disassembled as a result of broken glass, the removal of tires, wheels, engine, or other essential parts required for legal operation of vehicle.

C. Oversized Vehicle. A vehicle which exceeds the length of an 18-foot parking space by more than eighteen inches for garage parking; any vehicle which exceeds 6 feet 6 inches in height to accommodate door size for all areas; any vehicle which is more than 8 feet in width or which carries extended appurtenances or fixtures attached to or extending more than 6 inches beyond the vehicle. Vehicles with a gross vehicle weight (loaded weight) of more than 4.5 tons or 9000 pounds are prohibited except for the loading dock areas.

D. Public Nuisance. Any action or condition that interferes with the quality of life or safety of the Association and its members. For example, without limitation, a vehicle leaking flammable fluids or whose security system has been triggered and allowed to continue unabated for more than fifteen (15) minutes, or a vehicle with an inoperable muffler that interferes with the community’s right to quiet enjoyment and/or is a public nuisance.

E. Resident. Any person, whether owner, tenant, or household member of either who is known by the Association Management Office to legally reside in a specific unit at Skyline Square Condominium. Generally, this is accomplished by inclusion of the person's name on a completed Occupancy Information Form. In addition, for the purpose of this resolution only, any person obtaining a visitor parking pass for more than 20 days during any 45-day period is considered a resident.

F. Owner's Vehicle. A motorized vehicle for the transportation of passengers, in operable condition, registered and displaying current license plates for the Commonwealth of Virginia or other appropriate authority, and displaying current Fairfax County stickers, or as otherwise required by law.

II. GENERAL RULES:

The following rules and regulations shall govern the operation and parking of vehicle and trailers on condominium property:

A. Persons operating motor vehicles on Association property must have a valid operating license issued by appropriate licensing authority.

B. Persons operating motor vehicles on Association property must observe relevant Virginia and Fairfax County laws and Association traffic management regulations. This includes but is not limited to: (1) obeying posted speed limits; (2) yielding to pedestrians at crosswalks; (3) avoiding aggressive driving; (4) using headlamps within the parking garage; (5) operating motor vehicles on paved roadways only; (6) observing handicap parking space rules; and (7) maintaining the vehicle's sound system at a minimum volume whether driving, standing or parked, etc.

C. The condominium property parking areas may **not** be used for any purpose other than vehicular parking. Storage of equipment or other objects is prohibited. No vehicle shall be positioned on the condominium property for any length of time so as to occupy any space other than that within the designated vehicle parking areas, delineated by parking lines.

D. Vehicles may be parked only in appropriately designated parking spaces and areas. Only one (1) vehicle may be parked within each parking space provided, however, a motorcycle or moped may be parked in front of a car provided that both are within the perimeter of an owner's assigned space and do not interfere with access to vehicles parked in adjacent spaces. Vehicles may occupy any portion of more than one space so delineated or park perpendicular to the marked parking spaces.

E. Parked vehicles may not: (1) be within fifteen (15) feet of a fire hydrant or in a designated fire lane; (2) impede the normal flow of traffic; (3) block any sidewalk ramp; (4) prevent the ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.

F. No oversized vehicles shall be parked anywhere on condominium property.

G. For visitor parking areas, all vehicles must be registered with the front desk. No inoperative or abandoned vehicles, vehicles presenting a safety hazard or security concern (for example, and without limitation, through leaking fluids, broken glass or damaged parts, etc.) or other equipment and machinery shall be parked anywhere on condominium property.

H. The Board of Directors reserves the right to prohibit the parking and enforce the towing of other types of vehicles not specifically cited above, provided that such vehicles' presence might constitute a nuisance or aesthetic problem for the community upon notice reasonable under the circumstances.

I. Repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids are not permitted anywhere on the condominium property, except for emergency repairs of a minor nature, such as the repairing of a flat tire or the re-charging of a dead battery.

J. Washing vehicles is permitted in the designated car wash area only.

K. Vehicles exceeding the height of 66" are prohibited from entering the Association garage building.

L. Dumping, disposal or leaking oil, grease, or any other chemical residual substance, or any substance or particles from the holding tanks of any vehicle is **not** permitted on the condominium property. Owners' parking spaces must be kept free of excessive grease, oil and other leaked fluids. The Association reserves the right to assess appropriate clean-up charges against owners if the Association elects to clean their parking space of unauthorized residues.

M. All owners are responsible for ensuring that their family members, employees, visitors, tenants, and agents observe and comply with all vehicle parking rules and regulations as may be adopted by the Association.

III. Parking in Owner's Assigned Parking Space.

The following rules and regulations shall govern parking in owner's assigned parking spaces:

A. Use of Association Parking Sticker.

Upon registering vehicles, the Association will issue parking stickers to unit owners (or tenants). Parking stickers are not transferable.

B. Eligibility for Association Parking Stickers. The Association will issue parking stickers only if the following criteria are met:

1. Each owner (or tenant) must complete and update an Owner Information Form and Vehicle Information Card prior to obtaining a sticker.
2. Each new Owner must provide the Management with a copy of the deed to the property, signed settlement sheet or other satisfactory proof of ownership; or, if applicable, the Owner (or tenant) must provide the Association with a copy of the current lease.

C. Issuance of Replacement Stickers. Upon obtaining a new vehicle, an owner should request a new Association parking sticker from the management office.

D. Remedies for Owner Parking Violations

1. The Association is not responsible for towing a vehicle that is parked without authorization in an owner's assigned parking space and will not be responsible for any towing charges or damages. Accordingly, it is the responsibility of the owner assigned the parking space to decide whether to have the unauthorized vehicle towed from the parking space, with all costs and risks of towing and impounding the sole responsibility of the vehicle's operator/owner. The owner who calls the towing company may be held responsible for improper towing or resultant damage and by authorizing the towing agrees to indemnify the Association.

2. The Association recommends that owners make an effort to contact the person parked in their space before having the vehicle towed. If the vehicle has an Association sticker, the front desk might be able to assist in locating the vehicle's operator. If you sign a tow ticket to remove a vehicle from your assigned space, a copy of the ticket must be provided to the Front Desk clerk on duty.

3. Owners are prohibited from parking in visitor parking including handicap visitor parking. Owners who park in visitor parking are subject to having their vehicles towed without notice at their expense and risk.

IV. Visitor Parking Rules.

The Association provides limited visitor parking as an Association amenity for owners' registered visitors governed by the following rules and regulations:

- A. All visitor vehicles parked in the visitor parking areas must be registered at the front desk in order to be lawfully parked within the visitor parking areas.
- B. All visitors are required to register with the desk clerk and provide personal and vehicular information as prescribed by the Board of Directors. This includes, but is not limited to presenting their operator's license and providing their name, the name and unit number of the person they are visiting, the year, the make and type of vehicle, their vehicle's license plate number and the state of issuance.
- C. Visitor parking registration will not be accepted by owners and/or persons whose operator's license reflects a Skyline Square address (i.e., 5501 or 5505 Seminary Road). Any person registering for visitor parking for more than 20 days during a 45-day period is considered an owner and ineligible to register for visitor parking.
- D. Registration expires 24 hours from the time of issuance. Visitors must personally return to the front desk to renew their parking registration. Owners are not permitted to renew parking registration for their guests.
- E. Visitor parking is permitted only in identified "Visitor" parking spaces. Visitor parking is not permitted in Association owned spaces or other assigned parking spaces.
- F. All vehicles parked in designated "Handicap" spaces must display valid and current license plates with integral handicap indicia issued by appropriate authority; or must exhibit a valid and current handicap placard suspended from the rearview mirror.
- G. The Association reserves the right to refuse visitor parking privileges as it sees fit. Visitors who fail to follow the Association's rules and regulations will be subject to the loss of visitor parking privileges.
- H. The Association reserves the right to tow a vehicle from visitor parking without notice at the operator's/owner's expense and risk, if the vehicle is parked in violation of the Association's parking rules, presents a safety or security concern, represents a public nuisance for the community or is an abandoned vehicle.

V. Loading Dock Parking Rules.

Owners requiring the services of the loading dock for short-term delivery and pick-up must call the front desk and advise the desk clerk of the presence of their vehicle at the loading dock. Parking at the loading dock for short-term delivery and pick-up is limited to twenty (20) minutes. Violators may be towed at the operators/owner's expense and risk without notice.

VI. Remedial Action.

A. Any vehicle in violation of the Association's parking rules or which presents a safety or security concern may be towed without notice at the operator's/owner's expense. The Association may, but is not required to, post solicitation notices on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required.

B. When a citation notice is provided, if the vehicle's owner does not bring the vehicle into compliance within seven (7) days of the date of the citation notice, the vehicle may be subject to towing without notice at the operator's/owner's expense and risk. The Association Management Office will record the date of all citation notices and towing.

VII. Association Rights and Responsibilities.

A. The Association reserves the right to have any vehicle not in compliance with the provisions of this resolution removed by towing immediately and without notice from Association Property or booted at the operator's/owner's expense and risk. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents and/or the laws of Virginia and Fairfax County. For the purpose of this resolution, the General Manager, Deputy General Manager and Officers of the Board of Directors are empowered to serve as the agents of the Association.

B. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's operator/owner. Additionally, all expenses and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution shall be the sole responsibility of the operator/owner.

C. The Association reserves the authority to hold owners legally responsible for any damage caused within the Association Common Elements by the use, repair or maintenance of their vehicle; including, as a result of negligence or violation of these rules and regulations, whether on the part of the owner, his family, tenants, visitors or agents.

D. Disclaimer of Bailee Liability. The Association, Board of Directors, its employees and agents assume no responsibility for the provision of any security service of vehicles parked in the parking areas, and it disclaims responsibility for theft or damage to any vehicle, or its contents, parked or operated on Condominium Property.

APPENDIX E – AMERICAN FLAG DISPLAY

- Assure the flag meets the following, as described by Flag Rules and Regulations:
- When the flag is displayed in a manner other than by being flown from a staff, it should be displayed flat, whether indoors or out.
- The union should be uppermost and to the flag's own right, that is, to the observer's left.
- No disrespect should be shown to the flag of the United States of America. The flag represents a living country and is itself considered a living thing.
- The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.
- The flag should never be used as a covering for a ceiling.
- Acceptable Practice or Not – "Anything goes" is not acceptable practice for displaying and flying the US Flag.
- The US Flag may not be displayed on non-balcony windows, or in hallways.