

SKYLINE PLAZA CONDOMINIUM

HOUSE RULES AND REGULATIONS

(With amendments through May 28, 2008)

A. Introduction

These *House Rules and Regulations* govern the buildings, lobby, galleries, and grounds and must be adhered to by all residents. The word “residents” herein applies to unit owners, families of owners, tenants, guests, invitees, and licensees. Unit owners have, however, the ultimate responsibility for enforcement of the rules and for the actions of persons occupying or visiting their units.

The Lease Rider (Appendix A) approved by the Board of Directors must be used by the unit owner (landlord) to impose upon the tenant responsibility for compliance with the *House Rules and Regulations*. Charges, expenses, and attorney's fees imposed upon the unit owner because of rule violations by the tenant and the tenant's family, guests, or invitees may be recovered from the tenant by the unit owner.

The Board of Directors reserves the right to amend or modify the rules and regulations taking into consideration residents' comments. *Violators of these rules are subject to charges of up to \$50 for a single offense and up to \$10 a day for 90 days for a continuing offense. The right to use condominium facilities and services provided directly through the Council of Co-Owners may be denied a unit owner and that owner's family members, tenants, guests, or invitees when assessments for the unit are more than sixty (60) days past due. Serious violations should be reported or referred to the Covenants Committee. The complaint adjudication procedures are described in Appendix B.*

These rules and regulations are subordinate to the bylaws, merged master deed, Virginia Condominium Act, and other statutes, as appropriate.

This document is not all-inclusive. Please contact the front desk or the management office staff for additional information and assistance. Many services require an additional fee (see Appendix C).

NOTE: Access to many common areas that has been by a metal key checked out at the front desk is being changed to a magnetic “keyless access device” that residents will be given. The terms “key” and “keyless access device” may be used inter-changeably.

B. Occupancy Limitations

The bylaws limit the maximum number of people permitted to live in a unit as follows:

- 3-bedroom unit 4 persons
- 2-bedroom-and-den unit 4 persons
- 2-bedroom unit 3 persons
- 1-bedroom-and-den unit 3 persons
- 1-bedroom unit 2 persons
- Efficiency unit 2 persons

Anyone who resides, lodges, or stays at Skyline Plaza Condominium for more than 60 days in any 365-day period is considered to be a resident. If the presence of such person causes a unit to be over-occupied, the person may be considered as a “guest” only if approved, in writing, by the Board of Directors on a case-by-case basis.

C. Unit Documentation

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1. Owners and renters must complete registration forms and pay move-in fees in the management office before their move-ins can be scheduled. An owner must also provide proof of ownership such as a HUD-1 form. New resident owners and new renters must apply to the management office to reactivate an existing or to obtain new keyless entry devices.
2. New residents and new owners must contact the Management Office to schedule their required “orientation” session. This session is intended to familiarize newcomers with their rights and responsibilities as well as facilitating their transition into the Skyline Plaza community.
 - a. Upon completion of the orientation and tour, new residents will be granted access to, use of the fitness centers, billiards room, swimming and other pools, party rooms and rooftop sundeck.
 - b. Two signature pages will be added with one to be torn off and placed in the unit file and the other being retained with the document and given to the new resident(S). The copy of each page will state that the resident has received and reviewed the House Rules and Regulations and agree to abide by them while residing at Skyline Plaza.
3. If you rent your unit to someone else, you must provide a copy of the lease, including the Skyline Plaza Lease Rider (see Appendix A), to management before a move-in can be scheduled. Leases must be for at least six months and for the entire unit.
4. You must advise the management staff of any changes relating to the documentation of your unit within 10 working days of the change, e.g.,
 - Name, gender, and date of birth of residents
 - Change in your assigned parking space, common-area key(s), storage bin, or telephone number(s).
 - Change of vehicle or in the license plate number of your vehicle parked in the garage.
 - Sale or lease of your unit or parking space.
 - Change to occupancy of the unit.

D. House keeping and Personal Decorum

1. The following rules apply to the inside common areas, e.g., lobby, galleries, elevators, corridors, stairwells, and garages:
 - a. Residents and guests must be properly attired; bathrobes, pajamas, and bathing suits are not considered proper attire. Wear shirts, shoes, and covering garments over bathing suits.
 - b. Do not run, jump, or throw balls or other objects.
 - c. Do not eat, drink, or carry food or beverages in open containers in the common areas.
 - d. Do not smoke in the management office, lobby, corridors, galleries, elevators, stairwells, fitness centers, party rooms, card rooms, meeting rooms, media room, or billiard room; exception: the penthouse lobbies are designated smoking areas.

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- e. Do not move furniture, heavy items, or large objects through the lobby.
 - f. Do not leave baby carriages, bicycles, or other personal property in the common areas.
 - g. Do not soil, deface, damage, or litter the common areas or interfere with the operation of the elevators or building equipment, or the work of condominium employees.
 - h. Do not fight, wrestle, or roughhouse (in play or in anger) in the common areas.
 - i. Do not nap or sleep in common areas.
 - j. Do not prop open, jam, or otherwise modify building perimeter doors, stairwell doors, rooftop doors, or any other common area door.
 - k. Loitering at the front desk is prohibited.
2. The following rules apply to the outside areas, e.g., landscaping and building exteriors:
- a. Do not engage in activities that may damage or destroy the lawn, sprinkler heads, shrubs, flowers, or trees; e.g., do not use cardboard or any other material to slide on the grass or snow.
 - b. Do not deface or damage the building exteriors, pavements, or playground and picnic equipment.
3. Do not use bicycles, tricycles, roller blades, skateboards, scooters, or other recreational vehicles on Skyline Plaza property.
4. Do not cause disturbing noises or acts which unreasonably interfere with the rights, comfort, or quiet enjoyment of other persons:
- a. Keep the volume of your radio, television, musical instrument, conversations, and other noise at a level that will not disturb other residents.
 - b. Install carpeting or rugs on at least 75 percent of the living space in your unit, less the kitchen and bathrooms (the Board of Directors may require additional carpeting if noise complaints are verified and not resolved).
 - c. Do not place speakers or amplifiers directly on the floor or attach them to the wall.
 - d. Do not use trash chutes between 11 p.m. and 7 a.m. in consideration of residents living near the trash rooms.
 - e. Do not use washers, dryers, or dishwashers between 11 p.m. and 7 a.m.
 - f. Do not obstruct the free passage of persons in the common areas, e.g., elevator lobbies, galleries, and hallways.
 - g. The Association's employees, directors, officers, and agents are expected to treat unit owners, residents, and guests in a courteous and businesslike manner. Likewise, unit owners and residents must at all times deal with the Association's employees, directors, officers and agents in a courteous and businesslike manner. Unit owners and residents shall not communicate with the Association's employees, directors, officers, and agents in a rude, abusive (verbally or physically), harassing, intimidating, or threatening manner. This includes written and verbal communications, emails, etc.

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Owners and residents are responsible for the behavior of their guests and agents.

h. The Association's staff and contractors work under the direction of the General Manager. Unit owners and residents may not direct or interfere with the work of any staff member or contract employee. Concerns about staff members or contract employees must be submitted to the General Manager in writing.

i. Noise that is generated by construction activities in your unit is permitted during the following hours: 7:00 a.m. to 7:00 p.m. Monday through Friday, 8:00 a.m. to 4:00 p.m. Saturday. Noise from in-unit construction is prohibited on Sundays.

5. The following rules apply to the use of balconies:

a. Because your balcony is open to public view, keep it neat; furnish it only with plants and furniture designed and intended for use on balconies, patios, and decks.

b. Cooking by any means is not permitted on balconies.

c. Do not hang laundry, apparel, or rugs on your balcony or use it for storage.

d. Do not throw or permit anything to be thrown from your windows or balcony. For example, do not throw cigarettes; shake mops, rugs, or tablecloths; or sweep debris or water from your balcony.

e. Secure flower boxes, pots, or any other items on your balcony to ensure they do not present a hazard. Do not attach flower boxes or over-the-air reception devices to the outside of your balcony railing in a manner that permits them to extend out from your balcony over the common elements.

f. If your balcony is carpeted, remove the carpet during the months of November through March inclusive. If you desire to paint or tile your balcony, obtain approval from the management office.

g. Do not change the color of paint on the exterior of your balcony door or on the balcony walls or railings.

h. Umbrellas and other equipment that might blow off a balcony are not permitted.

6. The following rule applies to over-the-air reception devices such as satellite television dishes (Direct TV, Dish Network, etc.):

a. Over-the-air reception devices may not be any larger than one meter (39.37") in diameter.

b. The over-the-air reception device antenna must be attached to the mounting system (e.g. antenna mast) within the confines of the balcony railing. Only 4" of the low noise block (LNB) converter and LNB support arm may protrude beyond the balcony railing.

c. The device must be installed in accordance with best commercial practices to ensure it will not cause a hazard to persons or property, especially in high winds or inclement weather. The antenna mast may only be attached (without a drill hole in the balcony railing) to a vertical post of the railing.

d. The over-the-air reception device must be a dark gray or similar color to the balcony railing in an effort to keep the reception device unobtrusive.

e. The management office must be notified prior to the installation of an over-the-air reception

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- device on your balcony and upon completion of the installation; *a form for this purpose is available in the management office.*
- f. Upon request, members of the engineering staff shall be granted entrance to your balcony through your unit in order to ensure that the installation complies with these rules.
 7. Do not attach awnings, blinds, screens, or other projections to the outside of the building. Do not drill holes into or through the side of the building, the balconies, or the balcony railings.
 8. Do not install additional gas or electric equipment such as gas fireplaces and air-conditioning units without prior written approval of the Board of Directors.
 9. Draperies, curtains, blinds, and other window treatments should blend with the overall harmony and design of the condominium. They should be hung in a neat manner and be of a solid neutral or light color when viewed from the outside. In no case should materials such as newspapers, aluminum foil, or other makeshift materials be used to cover windows.
 10. Keep your windows and balcony door closed and your convector fans turned to the "on" position during the air-conditioning season to prevent damage from condensation. You are responsible for the proper servicing of convectors in your unit. (Convector filters are available in the management office for a fee (see Appendix C)).
 11. The following rules apply to the disposal of recyclables, trash, and discarded items:
 - a. Deposit rinsed recyclable glass and metal food and beverage containers and plastic bottles marked with the numbers "1" or "2" on the bottom (no caps or lids) in appropriate bins in the B-2 loading dock or in the garage. Place newspapers, magazines, and telephone books in designated bins in the B-2 loading dock or in the garage.
 - b. Place tied garbage bags and trash in the trash chutes, NOT on the floor of the trash rooms or in the corridors. Do not place toxic wastes such as automobile fluids, paint, and paint thinner in the chutes. Adults must ensure that garbage and trash are disposed of in a proper manner, e.g., if children take out the trash, they must be tall enough to open the trash chute door and toss the bag into the chute.
 - c. Take boxes, crates, and other items too large for the trash chute to the B-2 freight elevator lobby near the loading dock.
 - d. Do not discard appliances, furniture, construction debris, or similar items in the common areas. The resident is responsible for disposing of these products. If the delivery person cannot dispose of these items, call the management office for assistance (see Appendix C).
 12. Use toilets and other water and sewer apparatus only for the purposes for which they were designed. The cost to repair damage resulting from misuse of any of the same will be charged to the registered resident or the owner of the unit in which the damage occurred.
 13. Do not engage in or permit hazardous acts nor keep gasoline, explosives, or highly flammable materials on Skyline Plaza property.
 14. Do not use or permit your unit to be used for unlawful purposes or permit unlawful acts on Skyline Plaza property.

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E. Animals, Birds, and Other Creatures

No permanent or temporary pets, birds, or animals are permitted on Skyline Plaza property. Do not feed squirrels, birds, or other creatures on the premises.

F. Door Locks, Lockouts, and Residents without Entrance Keys/Keyless Access Devices

1. You may add or change the locks to your unit; however, in your best interest you are strongly encouraged to deposit a duplicate key with the General Manager. If a key is not deposited, emergency entry to your unit will be at your risk and expense.
2. If you misplace the key to your unit when there is no member of the engineering staff on duty, a fee must be paid to the employee who opens your door at the time the service is provided (see Appendix C, Schedule of Fees, for lockout charge). An employee “on call” is not considered to be “on duty.”
3. All residents must enter the building with their own key/keyless access device. If they use the visitors’ entrance, they must sign in at the front desk.

G. Soliciting and Posting of Notices

1. Solicitations are not permitted in the buildings, nor will solicitation notices be placed on bulletin boards, under doors, left at the front desk, or placed in the message boxes at the front desk.
2. Candidates for election to the Board of Directors may distribute election materials about their qualifications and positions on issues to unit doors
3. One bulletin board in each mail room of the North and South Buildings is devoted to “for sale” and “for rent” ads from owners and realtors only for Skyline Plaza units. Such ads must identify the name of the real estate company or the owner who is personally selling or renting the unit.

H. Visitors and Deliveries

1. Visitors or guests must identify themselves to the desk clerks who will use the “House” phone to notify you of their presence. If the resident is not home and no admit slip has been provided, the guest will not be admitted. If the unit does not have an operable “House” phone, the resident must notify the front desk clerk in person before guests are expected.
2. The desk clerk will accept your signed admit slip and a key for your unit for visitors, service people, or deliveries in your absence. You will be required, however, to sign the record each time that you leave or pick up your key. The Council assumes no liability or responsibility for the condition of any delivered items or for damage or loss in your unit.
3. The freight elevator must be used for delivery of large objects. If you have reserved the freight elevator in the management office, a desk clerk will program the elevator to only operate between the B-2 level and your floor during your move or delivery. The user must surrender his or her driver's license or other

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photo ID at the front desk. When the user advises that the freight elevator is no longer needed, the ID will be returned. The resident who has reserved the freight elevator has priority for its use.

4. Employees and agents of the Council are authorized to accept packages, messages, and other items (other than cash or food) from or for residents. The Council assumes no responsibility for such items.

I. Operation and Parking of Vehicles

1. Speed Limit

A speed limit of five miles per hour must be observed in the garage and fifteen miles per hour on Skyline Plaza roadways at all times.

2. Guest Parking

Vehicles violating the following parking rules are subject to towing **and impounding WITHOUT PRIOR WARNING at the sole risk and expense of vehicle drivers**. Because guest parking is limited, you should advise your guests of these rules when extending invitations.

- a. For purposes of this section, “guests” include, but are not limited to, employees, contractors, caregivers, service providers, relatives, and friends of residents, except as otherwise provided in paragraph g, below.
- b. Each guest desiring to park in a guest parking area must personally register his or her vehicle by completing one of the permits listed below. After the permit is validated, a copy will be given to the guest.

(1) *Daily Permits*: A guest may request a daily permit at the front desk that is valid from 6 a.m. to midnight on the same day.

(2) *Overnight Permits*: A guest arriving between 6 a.m. and midnight may request an overnight permit at the front desk that is valid from the time of arrival until 1 p.m. the next day. A guest arriving between 12 a.m. midnight and 6 a.m. may request an overnight permit that is valid until 1 p.m. the same day. Overnight permits for the same vehicle are limited to a total of eight days in any 30-day period and may not be combined for any extended permits to exceed that number of days..

(3) *Extended Permits*: With permission of the resident being visited, a guest may request a nonrenewable extended permit (valid for up to eight days) in the management office during regular business hours. Extended permits will not be issued if permits were previously issued for more than 60 days in any previous 365-day period (at which time the guest meets the definition of resident in Section B, Occupancy Limitations, in the *House Rules and Regulations*).

- c. A resident may allow a guest to park in a garage space that is owned or leased by the resident for any period of time with a guest parking permit; however, the resident is responsible for providing the proper means for gaining entry into both the garage and the building, if necessary. The vehicle must be registered with the Management Office
- d. Residents' vehicles may not be parked in the guest parking areas including handicapped spaces, except when prior authorizations have been provided by management because of emergency situations.

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- e. Vehicle drivers may park or stand in the “10-minute parking zone” (white curb across from lobby doors), provided traffic flow is not impeded and the time limitation is not violated.
- f. Vehicles must not be left unattended or parked in the bus stop, fire lane, driving lanes, or grassy areas. They must not block sidewalks, driveways, or garage entrances, or impede normal traffic flow or the access of emergency vehicles or buses. Each vehicle must be within the lines of a single space. Passengers may enter or depart vehicles at the front entrance provided the drivers remain with, and can immediately move, such vehicles.
- g. Skyline Plaza employees and commercial unit employees are prohibited from parking in guest parking spaces at all times. Skyline Plaza contractors and their employees must park in areas designated by the General Manager.

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3. Garage Rules

- a. The garage is primarily for parking automobiles and motorcycles in owned or leased spaces. Other vehicles such as stretch limousines, long-bed trucks, campers, trailers, vans, small trucks, and boats may be parked in garage spaces if they can fit within the size limits without protruding into the driving lanes or encroaching upon other residents' spaces. Boats in the garage must be empty of gasoline or diesel fuel to comply with local fire codes.
- (1) Your vehicles must have a Skyline Plaza parking sticker or permit on the driver's side of the rear window or on the back of the rear view mirror.
 - (2) Vehicles housed in the garage after the time period for mandatory compliance with Fairfax County and state motor vehicle laws current inspection and property tax decals and license plates are subject to ticketing by the county sheriff or police.
 - (3) Residents may purchase cards and remote control devices to operate the garage door in the management office (see Appendix C, Schedule of Fees for current costs).
 - (4) A Skyline Plaza employee who drives or parks your vehicle at your request is considered to be your agent and the Council will not be held liable for any damage, loss, or accident.
- b. **Your Responsibilities.**
- (1) Use headlights while driving in the garage and observe the speed limit (5 mph) and traffic signs. Yield to traffic on ramps; at the top of the ramp approaching the exit, yield to traffic on your right. Drivers must yield to pedestrians.
 - (2) Park your vehicle only within the lines of your owned or leased space and drive only in the driving lanes.
 - (3) Maintain your assigned parking space free of excessive grease and oil. You can schedule the space to be cleaned by the staff at the cost listed in Appendix C, Schedule of Fees. If, after proper notice, accumulated oil and grease are not satisfactorily removed from the concrete surfaces, your parking space and adjacent areas will be cleaned at your expense. Do not leave kitty litter, sand, and cardboard used to absorb grease and oil and/or containers to catch continuing or future fluid leaks in your parking space.
 - (4) Do not wash or have others wash your vehicle in the garage. You may only do minor work, for example, replace wiper blades or air filters, add oil or water, change flat tires, jump start your vehicle with battery cables, and wipe with damp cloths.
 - (5) Do not run your vehicle onto the access ramps leading to elevator lobbies intended for the entrance/exit of residents with disabilities.
 - (6) Do not use bicycles, roller blades, skateboards, scooters, or other wheeled recreational vehicles in the garage.

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c. Towing.

- (1) If an unauthorized vehicle is parked in your space, you should attempt to locate the owner. The desk staff may assist in locating the owner if there is a guest parking permit or resident sticker in the vehicle. If this attempt is unsuccessful, you may authorize and arrange for towing of the vehicle. If you authorize the towing, you must sign the tow ticket and leave a copy of the ticket at the lobby desk so the driver will know where to find the towed vehicle. Management is not authorized to tow from any owned or leased garage space.
- (2) After reasonable efforts to locate the owner, a vehicle that has been determined to be abandoned, junked, or parked illegally in the driving lanes will be towed.
- (3) The Council shall not be liable for any inconvenience, damage, or expense that may be suffered in connection with vehicles parked in the garage or with the towing of vehicles illegally parked or otherwise in violation of the garage rules.

- d. **Long-Term Parking** If you plan to not move your vehicle for an extended period, for security and safety reasons, please notify the management office of the approximate length of time the vehicle will not be moved and ask the staff to note the reason in your unit file.

J. Storage Areas

1. Personal property is placed in storage areas at the risk of residents; the Council is not liable for any loss, theft, or damage. You must not store items that are a hazard, nuisance, or risk to other persons or property. If an employee of the Council moves, handles, or stores articles in storage rooms at your request, the employee is considered to be your agent and the Council will not be liable for any loss or expense that may be incurred.
2. If you leave items outside a storage bin or occupy a bin not assigned to you or not registered with the management office, the items will be tagged and impounded by management. A notice of the impounded items will be posted on the bulletin boards in the North and South Buildings. You will be charged for storage each day until you claim them (see Appendix C, Schedule of Fees for storage fees). If not claimed within 30 days after the notices are placed, the items will be disposed of.

The Council shall not be liable for any loss, damage, or expense that may be suffered in connection with the storage, removal, or disposition of improperly stored items.

K. Recreational Areas

1. General

Users of the recreational areas and equipment do so at their own risk and responsibility. The Council assumes no responsibility for accidents, injuries, liabilities, or actions by residents or their guests growing out of the use of the swimming pool area or any other recreational area.

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The Council shall not be liable for failure to operate recreational facilities when circumstances are beyond its control.

2. Party Rooms and Card Rooms

The party and card rooms may be reserved between the hours of 10 a.m. to midnight, Sunday through Thursday, and 10 a.m. to 1 a.m., Friday through Saturday. An agreement to reserve the party or card rooms must be completed and filed with the General Manager. Although the rooms are reserved on a first-come basis, no one is permitted to use them on a regularly scheduled and continuing basis.

If you do not comply with the following rules, you may be denied the privilege of reserving the party or card rooms for a period of time to be specified by the Board of Directors.

a. The Purpose of the Event.

- (1) Must be only for your personal use in entertaining your guests. It must not be for the use of any secondary group, even though you are a member of such group.
- (2) Must not be for making or promoting a profit, either directly or indirectly. Funds must not be collected prior to, during, or after the event to defray costs unless advance approval is obtained from the Board of Directors. Users must not charge, solicit, or accept payment for admission including admission to events for charitable or other good causes.
- (3)...Must not be for any unlawful purpose.

b. Guests.

- (1) You must provide a legible alphabetical list of invited guests to the management office three workdays prior to the event.
- (2)...Party room gatherings are limited to 99 guests.
- (3)...Activities in the card room are limited to sedentary functions with a maximum of 25 persons.
- (4) For events of 50 or more guests, you must make arrangements through the management office to hire a security guard.

c. Charges/Deposits.

- (1)...You are financially responsible for any damage caused by you or your guests.
- (2)...A minimum charge for use and normal cleaning of the room is in addition to charges for a security guard. The Board of Directors may adjust the charge from time to time. A refundable deposit against damage, additional cleaning, or loss is also required for the party room (see Appendix C, Schedule of Fees for amount of deposit required)

d. Music.

- (1)...**No live music** is permitted. In addition, do not permit loud-recorded music, disturbing noises, or

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acts which will interfere with the quiet enjoyment of other residents in their units.

(2).. Music and dancing are not permitted after 11 p.m., Sunday through Thursday and not after 12 midnight Friday through Saturday.

(3).. Place amplifiers and speakers on tables or elevated stands away from the walls to eliminate the transmission of sound and vibrations to other parts of the building. Place foam rubber pads or other sound-absorbing material beneath each amplifier and speaker.

e. During the Event.

(1).. Use alcoholic beverages according to Virginia ABC Laws.

(2) Confine attendees to the room reserved. Do not permit parties or gatherings to extend into the halls or other common areas.

(3).. Do not move the furniture from the party room without permission of the General Manager.

(4) Should management or representatives of the Board of Directors deem the use of the party room or actions of its occupants to be undesirable, they may take possession of the room and require all persons to vacate immediately.

f. After the Event.

(1).. Remove all personal property such as dishes, food, and decorations immediately. Deposit trash in the trash cans (do not use the trash chute after 11 p.m.). Wipe up spilled liquids and make a special check of ashtrays in the lobby area to ensure that all tobacco items have been extinguished.

(2).. The Council of Co-Owners will not be responsible for the loss of personal effects, equipment, or food. Anything left after a party will be considered to be abandoned.

3. Swimming Pool and Poolside Deck Area

a. Responsibility.

(1) You are responsible for your own actions as well as the actions of your guests and children in your custody and will be charged for the cost of damage to property caused by you or them.

(2).. The Council will not be held responsible for any loss or damage of personal property.

(3) If you do not comply with the following rules, your pool privileges may be revoked for a period of time to be specified by the General Manager.

(4) Seasonal rules that implement Board policies published by management have the same standing as House Rules and must be followed.

b. Pool Passes.

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- (1) Resident Pool Passes: Your resident photo ID card will serve as your pool pass. In addition, you may receive additional passes which, when added to the number of resident photo ID cards issued to occupants of your unit, equal the maximum authorized occupancy of your unit (see Section B of these *House Rules and Regulations*). One person (adult or child) will be admitted per pass. If a resident photo ID card/pool pass is lost, a duplicate may be purchased (see Appendix C for cost).
- (2)...Guest Pool Passes: Each unit is allowed two paying guests at any one time if, in the opinion of the lifeguard, there is sufficient room. Guest pool passes may be purchased by adult residents (18 years and older) from the desk clerk in the lobby (see rates in Appendix C).

c. Pool Hours.

- (1)...Each season the pool is open at hours specified by the Board of Directors or as circumstances dictate.
- (2)...The pool may be closed due to breakdown, weather conditions, or other operational requirements and at the discretion of the pool manager or General Manager.

d. Admission.

- (1) Wear robes (or other suitable garments) and shoes to and from the pool areas.
- (2) Swim suits must be worn when using the pools; “cutoffs” and other nonbathing apparel are prohibited.
- (3) For health and safety reasons, children with diapers are excluded from the main pool.
- (4) For safety reasons admission will be denied to anyone with a skin abrasion, cold, cough, infection, or bandaged cut; and persons appearing to be under the influence of alcohol or medications.
- (5) Shower immediately before entering the pool area.
- (6) Each person must deposit a resident photo ID card/pool pass with the lifeguard upon entering the pool area. (Note: Passes left with the lifeguard overnight will be turned in to the front desk)

e. Special Age Restrictions.

- (1) To be admitted to the swimming pool area a child under 12 years of age must be accompanied by an adult (18 years or older) who must remain the entire time the child is in the pool area. Exceptions may be authorized by the General Manager or a designee on a case-by-case basis for persons 16 years and over.
- (2) Children five years of age and under (except as noted in item 3.d.(3)) are permitted in the large swimming pool **only when accompanied in the pool and closely supervised and attended by a responsible adult**. Children between the ages of 6 and 12 may be required to demonstrate their ability to swim to the lifeguard before they are allowed in the deep areas of the pool.

f. Activities in the Pool Area.

- (1) Do not take food or other refreshments within 20 feet of the pool.
- (2) Do not use glassware anywhere in the pool area.
- (3) Use ashtrays only for cigarettes and cigars. Place refuse in the trash receptacles.

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- (4) Use headphones if you desire to play radios or audio devices.
- (5) Abusive or profane language, loud shouting or yelling, or breach of the peace will not be tolerated.
- (6) Do not spit or blow your nose in the pool.
- (7) **Stunt diving is prohibited.** However, simple forward dives may be made in the deep water area, preferably from the long side and one at-a-time to avoid accidents.
- (8) Tubes, water wings, and similar play equipment are not permitted in the main pool or pool area. Life vests may be used, however, e.g., by children learning to swim when they are accompanied by an adult.
- (9) Do not run, push, wrestle, play ball, or make undue disturbances in or about the pool area.
- (10) Do not sit on the pool ladders and concrete steps to ensure clear entries and exits for swimmers.

g. Supplementary rules may be issued as deemed necessary by management.

4. Billiard Room

- a. **Hours of Operation.** The billiard room may be used between the hours of 10 a.m. and 10 p.m.
- b. **Registration for Key and Equipment.**
 - (1) As a resident, you may obtain a key to the billiard room, cue sticks, and billiard balls at the front desk. Your guest(s) is permitted in the billiard room only when accompanied by you or another resident. The key and equipment may be checked out for two hour periods.
 - (2) You must complete and sign a Billiard Room Form, present a resident photo ID card, and leave a cash deposit for the key and equipment (see dollar amount of deposit in Appendix C). After you return the equipment in good condition and the guard reports finding no damage to the billiard room, the desk clerk will return your deposit.
 - (3) Persons under the age of 12 are forbidden use of the billiard room. Persons between the ages of 12 and 18 must be accompanied by an adult resident who will accept responsibility for the appropriate use of the room and equipment during the entire time the room is in use.
- c. **Use of Facilities.**
 - (1) Do not open the billiard room door for anyone. A resident who registered at the lobby desk will have a key.
 - (2) To reserve a billiard table, you must place your name in the sign-up log at the lobby desk. If you fail to start using the table within five minutes of the reserved starting time, you forfeit your reservation. Reservations are restricted to same-day use only.
 - (3) The maximum time for using a billiard table is two hours. No more than four people are permitted to play at one table at the same time.
 - (4) Quiet is essential for a player's concentration and for hearing shot and foul calls. Please be considerate of other players. Do not cause loud noises such as banging cue sticks on the floor or ceiling or playing music devices in consideration of residents living below the billiard room. You may be ordered to vacate the room for excessive noise.
 - (5) Smoking, beverages, and food are prohibited in the billiard room.
 - (6) Obey additional rules or precautions that may be posted in the rooms or otherwise provided by management.
- d. **Penalties/Charges.** You will be charged for lost keys and/or damages to the equipment or billiard room. A guard

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inspects the room after each use. Therefore, if you initially find the billiard room in an unsatisfactory condition, you must report this to the front desk so that damages may be assessed to a previous user.

5. Fitness Centers

- a. **Hours of Operation.** The fitness centers are open from 6 a.m. to 11 p.m., except when closed for cleaning. The south fitness center is a coed facility. The north fitness center is restricted to males on Mondays and Thursdays and to females on Tuesdays and Fridays; it is open for coed usage on Wednesdays, Saturdays, and Sundays. All users of the facilities must be at least 18 years of age.
- b. **Registration**
 - (1) As a resident, you must submit a one-time liability waiver prior to using a center. The management office will issue a resident photo ID card after receipt of your signed waiver. Guests are required to sign insurance waivers but will not be issued resident photo ID cards.
 - (2) To access the fitness centers you must either register at the front desk and show your resident photo ID card to obtain a key or use the keyless access device that has been issued to you if you have a waiver on file in the management office.
 - (3) A guest may use the facility for a maximum of two times a month per unit for a dollar amount listed in Appendix C (exceptions may be authorized by the General Manager). A guest is permitted in the facilities only when accompanied by a resident.
 - (4) Occupants of a unit for which condominium fees or other charges have not been paid may be denied use of the fitness centers.
- c. **Use of Facilities.**
 - (1) Security guards are authorized to ask persons in the facility to identify themselves to ensure they possess a resident photo ID card or guest pass. Anyone failing to produce a resident photo ID card or guest pass will be required to leave the facility.
 - (2) **Do not open a fitness center door for anyone.**
 - (3) To reserve an exercise machine, you must place your name on the sign-up log in the fitness center. If you fail to start using the equipment within five minutes of the reserved starting time, you forfeit your reservation. The maximum time for using any one piece of aerobic equipment is 30 minutes. Reservations are restricted to same-day use only.
 - (4) Wear rubber-soled shoes when using aerobic equipment. Wear a bathing suit when using the sauna.
 - (5) Bring a towel to the center to wipe down each piece of exercise equipment that you use (to avoid corrosion from salty perspiration and as a courtesy to other users).
 - (6) Do not use the facilities for cosmetic treatments. For example, you must not give facials, dye hair, or cut hair in these areas.
 - (7) In consideration of residents living in nearby units, do not cause loud noises by dropping free weights or the weights of the Hoist **Multistation** Gym. Use head sets with audio equipment.
 - (8) Smoking, beverages, and food are prohibited in these rooms.

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- (9) Obey additional rules or precautions that may be posted in the rooms.
- (10) Do not leave belongings in lockers overnight.
- (11) Report broken equipment or unsafe conditions to the lobby desk clerk so that prompt corrective action can be taken.

d. **Penalties/Charges.**

- (1) You will be charged for replacement of lost resident photo ID cards (see cost in Appendix C, Schedule of Fees).
- (2) Persons who are found to have damaged the equipment will be charged for repairs.

6. Media Room

- a. **Hours of Operation.** The media room will be opened only during posted hours.
- b. **Use of Facilities.** You may visit the media room during the hours of operation to donate, exchange, or take items such as books, magazines, periodicals, travel brochures, video tapes, and puzzles. Smoking, eating, and drinking are prohibited.

7. Rooftop Sundecks

a. **Responsibility.**

- (1) You are responsible for your actions as well as the actions of your family members and guests and will be charged for the cost of damage to Council property by you or them.
- (2) The Council shall not be responsible for any loss or damage to the person or property of any person using the sundecks. Use of the sundecks is at the sole risk of the user. The use of the sundecks by you, members of your family, and guests constitutes your agreement to indemnify, save, and hold harmless the Council from and against all liability, claims costs, and expenses of every kind arising from the claims of such users.
- (3) The management staff or security guard shall have the authority to order any person in violation of these rules to leave the sundeck immediately.

b. **Hours of Operation.**

- (1) The sundecks shall be open during the hours of 8 a.m. to 12 midnight, unless otherwise specified by the Board of Directors.
- (2) The sundecks may be closed due to weather conditions, when deemed necessary for safety or maintenance requirements, and at the discretion of the General Manager. Special closing notices will be posted at the entrances to the sundecks stating the expected date or time of the reopenings.

- c. **Age Limitations.** Children under the age of 16 must be accompanied by a resident age 18 or older who must remain with the child at all times while the child is on the sundeck.

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d. **General Rules.**

- (1) When on the sundeck, do not enter onto any part of the roof outside of the sundeck fence. The roof is subject to damage if walked upon.
- (2) Do not throw any objects onto the roof or over the edge of the roof.
- (3) Do not run, push, play ball, ride 2 wheel bikes, use skate boards, or engage in other similar physical activities while on the sundecks.
- (4) Cooking by any means is not permitted.
- (5) Glassware and glass containers are prohibited.
- (6) Deposit refuse in the containers provided.
- (7) Use headphones if you desire to play radios or audio devices.
- (8) Wear a robe or other suitable garments and shoes when going to and from the sundeck.

8. Outside Recreational Areas

“Outside recreational areas” include the picnic areas and children's playground.

- a. **Hours of Operation.** The outside recreational areas may be used only by Skyline Plaza residents and their guests only during hours posted but no later than the onset of darkness.
- b. **Use of Facilities.**
 - (1) These facilities are available on a first-come basis.
 - (2) Extinguish barbecue fires and place leftover food and debris in the trash containers before leaving the picnic area.
 - (3) Playground equipment may be used only by children under the age of 12 under adult supervision.
 - (4) Other rules may be established as necessary and have the same standing as house rules.

L. Funds Collected

Except for lockouts, funds collected in connection with these *House Rules and Regulations* are the property of the Council of Co-Owners.

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APPENDIX A: SKYLINE PLAZA LEASE RIDER

This Rider is attached to and made a part of the Lease between

_____ ("Landlord") and

_____ ("Tenant")

dated _____ for Unit No. _____, Skyline Plaza Condominium Project, Inc.

1. The *House Rules and Regulations* of Skyline Plaza Condominium Project, Inc. ("Skyline Plaza"), as amended from time to time, are hereby adopted by the Landlord as the rules governing tenants' use and occupancy of the premises. The Tenant agrees to comply with the *House Rules and Regulations*, the Merged Master Deed and the Bylaws of Skyline Plaza. The failure of the Tenant, or the Tenant's family, guests or invitees to comply with the *House Rules and Regulations*, the Merged Master Deed or the Bylaws shall give the Landlord the right to terminate the Lease.

2. The Tenant shall be liable to the Landlord for any charges assessed against the Landlord by the Council of Co-Owners of Skyline Plaza (the "Council") for any charges, fines, costs, expenses and attorneys' fees imposed upon the Landlord by reason of the violation of the Skyline Plaza *House Rules and Regulations* by the Tenant, or the Tenant's family, guests or invitees. Such charges, fines, costs, expenses and attorney's fees shall be payable upon demand as additional rent.

3. Any charges assessed against the Landlord by the Council by reason of the violation of the Skyline Plaza *House Rules and Regulations*, the Merged Master Deed or the Bylaws, by the Tenant, or the Tenant's family, guests or invitees, shall be payable directly by the Tenant to the Council, at the option of and on demand by the Council. Any such payment by the Tenant shall discharge the Landlord's obligation for payment of such charge to the Council. In the event the Tenant fails and the Council refers this matter to any attorney for collection, the Tenant shall also be liable for all costs and expenses of collection, including reasonable attorneys' fees. The Council shall be a third-party beneficiary of the Lease for the purposes of enforcing the provisions of this paragraph.

LANDLORD:

Date: _____ (SEAL)

_____ (SEAL)

TENANT:

Date: _____ (SEAL)

_____ (SEAL)

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APPENDIX B, COMPLAINT ADJUDICATION PROCEDURES

Purpose: The Covenants Committee is responsible for investigating and adjudicating allegations of violations of the condominium documents, including the Merged Master Deed, the Bylaws, and the House Rules and Regulations duly adopted pursuant thereto and recommending appropriate action to the Board of Directors. These procedures are promulgated to govern the Skyline Plaza Condominium adjudication process.

A. Initial Procedures

1. Complaints concerning violations of the condominium documents and *House Rules and Regulations* for which a co-owner or his family members, tenants, guests, or other invitees are responsible (hereinafter the “responsible co-owner”) shall be referred to the General Manager, the Covenants Committee, or both. The General Manager shall send an information copy of each Complaint to the Covenants Committee.

2. In the event the General Manager is unable to resolve the Complaint, the General Manager shall refer the matter to the Covenants Committee for resolution. The request should be made as soon as the General Manager realizes that he or she cannot resolve the Complaint. The Covenants Committee may, if it deems it appropriate, initiate action without a referral from the General Manager.

3. The Complaint shall be in writing, and shall contain specific information concerning the matters and events relevant to the Complaint, and shall identify the person making the Complaint by name, unit number, and telephone number.

4. After receiving the Complaint, the Covenants Committee may (a) dismiss the Complaint, (b) make written demand on the responsible co-owner to comply with the rule in question, (c) appoint one or more committee members, designated by the chairman, as a subcommittee to investigate the Complaint or (d) initiate the Hearing Procedure as provided in Part B. The chairman or subcommittee is authorized to obtain from the General Manager any information and documentation it deems appropriate. The subcommittee may interview and accept statements from those parties and witnesses who may have knowledge of the facts of the complaint. Upon completion of the investigation, the subcommittee shall make a report and recommendation to the Covenants Committee.

5. Upon consideration of the report and recommendation of the subcommittee, the Covenants Committee may take any of the actions listed in Section (4) above.

6-a. A demand under Section 4(b) shall be served on the responsible co-owner specifying:

- (1) the violation charged,
- (2) the action required to correct the violation,
- (3) at the Committee’s discretion, the time period within which the violation may be corrected without further committee action, and
- (4) the penalties that may be imposed under the *Virginia Condominium Act* and the *House Rules and Regulations* of the Skyline Plaza Council of Co-Owners.

6-b. If a hearing has not been initiated and the Covenants

Committee determines that the violation has not been cured within any time period specified, or if the violation is cured, but the committee finds that a similar violation by the same violator thereafter occurs, the committee shall initiate the hearing procedure with respect to each such violation, including the violation previously cured but subsequently repeated.

B. Hearing Procedure

1. Notice. The hearing procedure shall be commenced by a written “Notice of Hearing” to be served on the responsible co-owner. The notice shall be given at least fourteen days prior to the hearing date and shall be hand delivered or mailed to the responsible co-owner by certified mail, return receipt requested, to the responsible co-owner’s address on record in the management office. The notice of hearing shall contain (a) the nature of the alleged violation, (b) the time and place of the hearing and (c) the rights of the parties, including the right to be present and be represented by an attorney, the right to present evidence and the right to hear the evidence presented in support of the complaint and question any witnesses.

2. The Hearing. The hearing shall be held by the Covenants Committee in executive session, at least three members of the committee being present, and shall be presided over by the chairman or a member designated by the chairman. The evidence supporting the Complaint shall be presented by a committee member designated by the chairman. Thereafter, the responsible co-owner shall have the right to question any witnesses and present evidence; however, the failure of any witnesses to attend the proceedings shall not affect the validity of the hearing or any proceedings of the committee under these procedures. The Covenants Committee members shall also have the right to question any witnesses. The rules of evidence applicable in a court of law shall not be applicable to the hearing, and any evidence reasonably believed by the committee to tend to prove or disprove the facts in contention shall be admissible.

3. Record. The record of the hearing shall consist of a recorded transcript or summary of the hearing, a copy of Complaint and the notice of hearing, evidence of service of the notice in accordance with these procedures, any written statements, photographs, or other physical evidence presented at the hearing, and the recommendation of the Covenants Committee and the vote thereon.

4. Disposition. The chairman shall submit the record of the hearing to the Council president for consideration and disposition by the Board of Directors. The Board of Directors or the chairman of the Covenants Committee shall notify the person initiating the Complaint and the responsible co-owner of its decision and take any further action required to enforce its decision.

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APPENDIX C, SCHEDULE OF FEES

Updated July 1, 2008

Prices for parts and supplies are subject to change without notice. Fees are subject to change by the Board of Directors. A current schedule will be posted near the Management Office. Information about additional items stocked by the engineering staff is available in the management office. Non-emergency in-unit services are provided during business hours on a time-available basis.

A. Returnable Deposits

| | |
|---|----------------------|
| Billiard room key and equipment..... | \$25 |
| To reserve party room..... | \$500 |
| To reserve card room..... | \$50 |
| Garbage disposal wrench..... | driver's license* |
| Wheel Chair..... | driver's license* |
| Baggage cart..... | driver's license* |
| | *(or resident photo) |
| Late charge for payment after the 10th of the month..... | \$50 |
| Check returned for insufficient funds..... | \$40 |

| | |
|---------------------------------------|--------------------------|
| Exterminator service..... | no charge |
| Labor for each hour per employee..... | \$50.00 |
| | (minimum charge \$35.00) |

Examples of Available Parts:

| | |
|--|-----------|
| Convactor filter (small)..... | \$2.50 |
| Convactor Filter (large)..... | \$3.50 |
| Toilet flapper (installed)..... | no charge |
| Inner seal (installed)..... | no charge |
| Toilet fluid master..... | \$14.50 |
| Washer hoses, pair, 20-yr guarantee..... | \$48.80 |
| Washer, cut-off valve..... | \$31.80 |
| Installed with valves..... | \$94.50 |

B. Charges

Condominium Sales/Documents

(Virginia Law Enacted July 1, 2008)

| | |
|---|-------|
| Unit Inspection Fee..... | \$100 |
| Resale package (two hard copies)..... | \$150 |
| Resale package (two electronic copies)..... | \$125 |
| <i>Note: Resale packages include condo documents.</i> | |
| Condo documents (declaration and bylaws)..... | \$25 |
| Mortgage Company Questionnaire..... | \$50 |

Garage

| | |
|---|-------------|
| First entry card..... | \$5 |
| Additional entry cards..... | \$20 |
| Remote control garage door opener..... | \$50 |
| Cleaning oil from garage space (minor)..... | \$20 |
| Cleaning oil from garage space (major)..... | \$25 - \$50 |

Keys/Keyless Access Devices

| | |
|--|------|
| Lost key/keyless access device to a controlled common area (storage room, fitness center, etc)..... | \$25 |
|--|------|

Lockouts

| | |
|---|-----------|
| When engineer is on duty..... | no charge |
| When no engineer is on duty (payable upon entry)... | \$40 |
| Lock out fee after midnight..... | \$40 |

Maintenance-Related

Move-ins and Internal Moves

| | |
|--|-------|
| Efficiency and one-bedroom units..... | \$250 |
| One-bedroom/den and two-bedroom units..... | \$250 |
| Two-bedroom/den and three-bedroom units..... | \$250 |

Recreation-Related

| | |
|---|--------------|
| Lost resident photo ID card..... | \$5 |
| Guest use of fitness center (per visit up to 2 hours)..... | \$5 |
| Guest swimming pool pass..... | \$2 |
| Resident's pool pass replacement..... | \$5 |
| Rental fee of party room..... | \$500 |
| Security guard for use of party room by 50 to 99 guests (4-hr min.)..... | \$25 per hr. |
| Rental fee of card room..... | \$100 |

Storage

| | |
|---|--|
| Storage of impounded items (per day)..... | \$1 |
| | (See J-2, House Rules and Regulations) |

Copier Service

| | |
|------------------------------|--------|
| Standard page, one side..... | \$.10 |
| Legal page, one side..... | \$.15 |

Removal of Appliances and other Bulk Trash

Check with management office for price.

HOUSE RULES AND REGULATIONS

SKYLINE PLAZA CONDOMINIUM

(With amendments through May 28, 2008)

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