

# House Rules & Regulations

## Rosslyn Heights East Unit Owners Association

1. **MOVE-IN/MOVE-OUT FEE:** A unit owner is required to pay a \$150 fee each time an individual (including the owner) moves into the owner's unit. (Multiple individuals moving into the same unit on the same day are considered a single move-in.) Owners must pay the fee within 30 days of the move-in; late-paid move-in fees incur an additional \$50 charge.
2. **NOISE DISTURBANCES:** All residents and their guests shall respect the rights of other residents to the peaceful use of their units. RHE consists of two multi-family buildings in which excessive noise travels easily between units and from stairwells. Excessive noise-producing activities that unreasonably disturb other residents are prohibited. These activities include:
  - a. Frequent barking by a dog in a unit.
  - b. Loud television, music, parties, voices, and slamming of unit front doors.
  - c. Loud walking up and down stairwells.
  - d. Noisily congregating in stairwells and on entrance stoops.
  - e. Heavy footfalls on the floor above the ceiling of another unit. To reduce noise, 80% of the floors of a unit over another unit must be carpeted with appropriate padding under the carpet.
  - f. In addition, reasonable noise-producing activities such as vacuuming, moving furniture, hammering, construction work, and playing musical instruments are limited to the hours of 8:00 a.m. to 9:00 p.m.
3. **NON-SMOKING POLICY:** Based on owner interest, fire safety in existing buildings, and a desire to be proactive related to insurance purposes and future claims, Rosslyn Heights East has elected to become a non-smoking community as permitted by the Virginia Condominium Act. Smoking is prohibited everywhere inside the condominium buildings, including, but not limited to, the common areas and within the individual units. Smoking is permitted outside on the property 25 feet away from the condominium building(s). For purposes of this provision, "smoke" or "smoking" is defined as "the carrying or holding of any lighted pipe, cigar, or cigarette of any kind, or any other lighted smoking equipment, or the lighting, inhaling, or exhaling of smoke from a pipe, cigar, or cigarette of any kind." No unit owner may smoke or allow any family members, tenants, guests, or other invitees to smoke in violation of this provision. Smoking violations are subject to provisions of the Penalties section of the House Rules and Regulations and will be addressed accordingly.
4. **COMMON AREAS:** Owners and residents may not store items in common interior or outside areas, including stairwells, storage rooms, boiler rooms, and RHE grounds, without prior approval of the Board of Directors. Improperly stored items may be disposed of by the association at the owner's expense. Personal notices and advertisements may be posted only on the bulletin boards provided in the laundry rooms. Outside building doors are to be kept closed and not propped open except temporarily during move-ins and move-outs.
5. **BICYCLES:** Bicycles must be stored only in residents' units or in the bicycle storage rooms in the basements of the 1222 or 1302 buildings. Storage room bicycles must display a current RHE Bicycle Room permit adhered to the bicycle frame. Bicycles are subject to removal by the association when they are stored in hallways or other common areas, are attached to outside railings, or fail to display a current RHE permit when stored in the bicycle rooms.
6. **LOCKBOXES:** Devices for storage of door keys are subject to removal by the association when placed on stairwell or outside railings. Lockboxes may be placed only on a unit door or doorknob.
7. **PETS:** No unit may house more than two dogs at a time. Dogs are not permitted in common areas or on RHE grounds unless they are carried or on a leash. Dog owners may not allow their pets to urinate on RHE grounds. Cats are allowed on RHE grounds provided that the owner accompanies them. Pet owners must clean up after their pets when on RHE grounds.
8. **COURTYARD:** Recreational activities, including parties, games, picnics, and sunbathing, as well as tables/chairs/blankets for activities, are not permitted in the courtyard. Residents may barbecue on grills placed only on the middle (north-south) sidewalk. Grills must be removed from the courtyard after coals cool down.
9. **STORAGE LOCKERS:** For each unit, the association has assigned a storage locker marked with that unit's North Meade Street address and unit number. Owners and tenants may use only the locker assigned to their unit; they must supply their own lock. The association, at an owner's request, will remove items stored in a locker that do not belong to the resident(s) of the unit. No unit owner or tenant may store items in a locker that would create a nuisance or hazard in violation of applicable laws, codes or regulations, or that would increase the insurance costs of the association. For safety reasons, no ammunition, explosives, or flammable materials may be stored in lockers or common areas.
10. **TRASH:** All trash must be placed in plastic bags, tied shut, and placed in the dumpsters located in RHE parking lots. Recyclable items (such as cardboard boxes) should be broken down and must be placed in the separate

bins provided. No trash or litter is to be left outside individual units, on building entrance stoops, or in any of the common areas. Disposal of any items that do not fit into a trash dumpster (e.g., furniture, mattresses) is the responsibility of the resident and not the association.

11. **IN-UNIT WASHER/DRYERS:** In-unit washing machines and dryers are not permitted.
12. **VENTS:** Installation of vents in building exterior walls is prohibited except for the venting of bathroom moisture and then only when installed in compliance with the Board of Directors Bathroom Vent Policy, available on the RHE website. Unapproved vents are subject to a violation assessment and/or removal.
13. **WINDOWS:** When unit owners replace windows, the replacements must match all other RHE windows for color (white) and spacer patterns (6 panels for single windows, 4 for double windows and picture-window side windows). Window screens must be kept in good repair and must be one-piece black screens with white aluminum frames that fit the entire window being screened. Installation of window air conditioners without prior approval by the Board of Directors is prohibited.
14. **TRANSIENT RENTALS:** Unit owners and tenants may not rent any part of an RHE unit for less than a six-month term directly or through short-term rental services such as Airbnb, VRBO, Craigslist, Booking.com, Vacasa, Homestay.com, TripAdvisor, or Expedia. Article XI, Section 2 of the RHE Bylaws states that "No condominium unit within the project shall be rented for transient or hotel purposes, or without the prior written approval of the Board of Directors, for any period less than six (6) months." Violators are subject to legal action by the Board.
15. **PARKING RESTRICTIONS:**
  - a. **Lot entered from N. Meade St.:** Parking is restricted 24 hours a day to residents' vehicles displaying current RHE parking permits. No temporary permit or guest parking is permitted at any time.
  - b. **Lot entered from N. Nash St.:** Parking is restricted to residents with current RHE parking permits and guests with temporary parking permits during the following times: Monday-Friday, 8:00 a.m. to 6:00 p.m.; Tuesdays from 8:00 a.m. to 8:00 p.m. during June, July, and August; and, the Sunday of the Marine Corps Marathon. Parking on July 4 is restricted to residents with parking permits; temporary parking permits are not valid on that day. The term "guests" excludes individuals parking for commuting purposes.
  - c. **Number of permits:** Each unit is entitled to no more than two permanent parking permits if the unit's residents have two vehicles or one permit if the residents have one vehicle. A parking permit shall be issued only in response to a resident's completed RHE application for a specific vehicle.
  - d. **Permit location:** Permanent parking permits must be adhered to the inside of the farthest back left-side vehicle window.
  - e. **Motorcycles:** Motorcycle owners must apply for a bicycle parking permit, which must be adhered to the motorcycle frame.
  - f. **Non-transferable:** Permits are valid only for current residents and specific vehicles; they are not transferable to another vehicle and cannot be bartered, rented, or sold.
  - g. **Temporary parking permits:** Temporary permits may be issued for the vehicle of any resident, guest of a resident, or non-resident unit owner. Temporary permits are limited to one 30-day period within any 60-day period. They are to be hung from the vehicle's rearview mirror.
  - h. **Where to park:** All vehicles must park within the lot's parking space lines. A vehicle may not occupy more than one space, park in a fire lane, or block another vehicle, a trash dumpster, or a recycling bin.
  - i. **Other vehicle types:** Parking of campers, boats, trailers, limousines, or commercial vehicles is prohibited. Junk vehicles and those with outdated license plates also are prohibited.
  - j. **Vehicle repairs:** Repair and extraordinary maintenance of vehicles are prohibited.
  - k. **Towing:** Vehicles not in compliance with the parking rules are subject to towing without prior notice. Towing is at the expense of the vehicle owner. Towing can be authorized only by the RHE management agent or by a Board member.
  - l. **Disputes:** Any disputes or appeals of towing or enforcement actions must be submitted in writing to the RHE Board. Final authority on the interpretation and application of parking rules rests with the Board.
  - m. **Suspension of permits:** If a unit owner becomes more than 60 days delinquent in paying the owner's monthly assessment, a permanent parking permit will not be issued to any resident of that unit. Parking permits currently in the possession of a resident of that unit may be suspended.
16. **DAMAGE REPAIR AND INSURANCE DEDUCTIBLE RESPONSIBILITY:** Owners have a duty to maintain their unit and all components within and are responsible for damages to the common elements and/or other units resulting from a failure to maintain. As authorized by the Bylaws, the Board of Directors has adopted and may amend from time to time a policy to clarify and establish the handling of casualty losses, payment of insurance deductibles, and assessment of owners for costs of repair when they are responsible for damage. See the Damage Repair Policy on the RHE website.
17. **PENALTIES:** As authorized by the Virginia Condominium Act and the RHE Bylaws, the Board of Directors may impose violation assessments against any unit owner for violations of the association's Declaration, Bylaws, or House Rules & Regulations by the unit owner or the owner's tenant or either's family members, guests, or

agents. Violation assessments shall not exceed \$50 for a single offense, or \$10 per day for any offense of a continuing nature, as permitted by Virginia law. Also, under the Bylaws, the Board may require a unit owner to evict tenants of that owner who breach their lease by failing to comply with any of the terms of the Declaration, the Bylaws, and the House Rules & Regulations [Article VI, Section 8] or order any person whose pet is a nuisance to remove such pet from the premises [Article XI, Section 3(e)].

The above-stated rules and regulations supersede all previous rules and regulations issued by the Board of Directors. The Board reserves the right to amend these rules as appropriate.

Effective 6/27/2023

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