

**HOUSE RULES**  
**OF**  
**SHOREHAM WEST COOPERATIVE APARTMENTS, INC.**

2700 Calvert Street, NW  
Washington, DC 20008  
Telephone: 202-234-4900  
Facsimile: 202-234-4182

Shoreham West House Rules  
As adopted by the Board of Directors - March 20, 2013

**TABLE OF CONTENTS**

	<u>Page</u>
INTRODUCTION .....	1
I. DEFINITIONS AND APPLICABILITY .....	2
A. Definitions.....	2
1. “Members” .....	2
2. “Guests” .....	2
3. “Sub-lessees” .....	2
4. “Occupants” .....	2
5. “Employees” .....	2
6. “Recognition Agreement” .....	2
B. Applicability .....	2
1. Occupants.....	2
2. Tradespeople and Other Service Providers.....	3
3. Employees.....	3
II. OCCUPANCY .....	3
A. Private Residences .....	3
B. Sub-lease Restrictions.....	3
III. SALE OF UNITS AND GARAGE SPACES.....	3
A. Units.....	3
1. Brokers’ Tour.....	3
2. Open Houses .....	3
3. Door-to-door solicitations and estate sales .....	3
4. Storage Closets.....	3
B. Garage Spaces.....	4
1. Separate Sales of Spaces.....	4
2. Sales to Non-Members.....	4
3. Excess Garage Space .....	4
4. Temporary Leasing .....	4
IV. APPROVAL OF RECOGNITION AGREEMENTS .....	4
A. Standard form.....	4
B. Board approval.....	4
C. Limit on loan amounts .....	5
D. Legal fees .....	5
V. MOVING IN AND OUT .....	5
A. Advance approval required.....	5
B. Hours.....	5
C. Moves beyond the restricted hours .....	5
D. Imposition of Penalties .....	5
E. Moving fees and required deposit.....	5
1. Nonrefundable fee.....	6
2. Deposit .....	6
3. Payment of moving fees and deposits.....	6
4. Determination of the amount of damage .....	6

**TABLE OF CONTENTS**  
(continued)

	<u>Page</u>
VI. CONSTRUCTION AND ALTERATIONS .....	6
A. Board approval is required.....	6
B. Board approval is not required.....	6
C. Renovation Plan.....	6
1. Prepared by licensed architect .....	7
2. Review by Cooperative’s architect .....	7
3. Board discretion.....	7
4. Material changes in previously approved plans.....	7
5. All Required District of Columbia permits.....	8
6. Specific construction guidelines and contractor responsibilities .....	8
D. Fees for construction and alterations .....	8
1. Major renovations .....	8
a. Initial deposit.....	8
b. Additional non-refundable fees .....	8
c. Payment period.....	8
2. Minor renovation projects.....	9
a. Initial Deposit .....	9
b. Board approval is required .....	9
3. Payment of fees.....	9
VII. RESPONSIBILITIES OF OCCUPANTS .....	9
A. Compliance with Rule and Appendices.....	9
B. Disturbance .....	9
C. Noise .....	9
1. Due consideration .....	9
2. Soundproofing.....	10
D. Smoking .....	10
E. Fumes and cooking odors .....	10
F. Visitors .....	10
G. Large gatherings.....	10
H. Service providers .....	10
I. Trash .....	10
1. Trash chutes .....	10
2. Recycling .....	11
VIII. ENTRANCES AND ELEVATORS.....	11
A. Lobby entrance.....	11
B. Service entrance .....	11
C. Service elevators .....	11
1. General.....	11
2. Large items.....	12
3. Deliveries .....	12
a. General .....	12
b. Catered food and beverages.....	12

**TABLE OF CONTENTS**  
(continued)

	<u>Page</u>
IX. PARKING AND GARAGE .....	12
A. Front of Building.....	12
1. Short term.....	13
2. Passenger vehicles .....	13
3. Large gatherings.....	13
B. Garage.....	13
1. General.....	13
2. Access .....	13
3. Domestic Employees .....	13
4. Service Employees.....	13
5. Caterers .....	14
X. RESPONSIBILITY FOR MAINTENANCE, REPAIRS AND OTHER SERVICES.....	14
A. Common areas .....	14
B. Individual units .....	14
C. Minor repairs and adjustments.....	14
D. Use of Cooperative employees .....	15
E. Exterior window cleaning.....	15
F. Interior window cleaning.....	15
XI. WINDOWS, BALCONIES AND TERRACES .....	15
A. Maintenance.....	15
B. Changes affecting the building's external appearance.....	16
C. Window coverings .....	16
D. Small exterior items .....	16
E. Balcony floor coverings.....	17
F. Barbecuing and cooking .....	17
G. Drying or airing clothing .....	17
H. Mops, cloths and brooms .....	17
I. Household appliances, and mechanical or other equipment.....	17
J. Bird feeding .....	17
K. Balcony drains .....	17
L. Awnings.....	17
M. Repair and replacement of exterior window and door screens.....	18
N. Repair and replacement of window stripping.....	18
O. Irrigation or watering systems .....	18
P. Planting or landscaping.....	18
Q. Energy efficient windows .....	18
XII. UNIT ACCESS.....	18
A. General.....	18
B. Emergency Access .....	18
C. Admit slips.....	19
1. General admit slip.....	19
2. Specific admit slip.....	19

**TABLE OF CONTENTS**  
(continued)

	<u>Page</u>
D. Failure to provide key to the front desk .....	19
E. Change of locks.....	19
F. Forced entry .....	20
G. Vacant units .....	20
H. Repairs or improvements for the general benefit of the Cooperative.....	20
XIII. OCCUPANT’S INFORMATION .....	20
XIV. AMENITIES AND SERVICES .....	20
A. Automobile wash rack .....	20
B. Fax machine.....	21
C. Laundry room.....	21
D. Photocopy machine.....	21
E. Roof terrace.....	21
F. Grocery carts and a wheeled hanging luggage rack.....	21
G. Wheelchair ramps .....	21
H. Two refrigerated wine cellars .....	21
XV. ASSESSMENTS.....	22
A. Regular monthly assessments .....	22
B. Bills for maintenance work or repairs.....	22
XVI. STORAGE .....	22
XVII. PETS .....	23
XVIII. CONDUCT OF OCCUPANTS .....	23
XIX. ENFORCEMENT.....	24

## **INTRODUCTION**

These House Rules for the Shoreham West Cooperative Apartments, Inc. (“Cooperative”) have been adopted by the Board of Directors pursuant to Section 62 of the Cooperative’s By-laws. They are designed to establish practical guidelines for the continued maintenance of a high quality building with the services and facilities valuable to Shoreham West Members.

The Board may revise these Rules from time to time and welcomes comments and suggestions for changes.

## **I. DEFINITIONS AND APPLICABILITY**

### **A. Definitions** – Unless otherwise indicated, references in these Rules are as follows:

- 1. “Members”** – Holders of a valid Proprietary Lease and Occupancy Agreement (“Proprietary Lease”) (**APPENDIX A**) for a specified unit or units of the Cooperative.
- 2. “Guests”** – Persons staying temporarily in a unit or units. All Guests staying for more than two weeks must be registered with and approved by the General Manager prior to beginning their stay.
- 3. “Sub-lessees”** – Persons occupying a unit or units not occupied by a Member who have been approved for such occupancy by the Board at the written request of a Member. Sub-lessees must agree in writing to be bound by these Rules.
- 4. “Occupants”** – Members, approved Sub-lessees during their approved occupancy tenure, and Guests.
- 5. “Employees”** – Persons employed full or part-time by the Cooperative.
- 6. “Recognition Agreement”** – A contract whereby the Cooperative recognizes a lending institution’s security interest in the borrower’s unit. (Currently Approved Form attached at **APPENDIX B**.)

### **B. Applicability**

- 1. Occupants** – These Rules are applicable to and binding upon all Occupants. Members who host Guests or sub-lease their unit(s) are responsible for assuring that their Guests or Sub-lessees are advised of and abide by these Rules.

**2. Tradespeople and Other Service Providers** – Every Occupant is responsible for assuring that these Rules are complied with by domestic staff, caterers, and tradespeople, such as contractors, painters, and plumbers, as well as any other service providers.

**3. Employees** – Employees are required to comply with these Rules.

## **II. OCCUPANCY**

**A. Private Residences** – Unless otherwise approved by the Board, each unit can only be used as the private residence of an Occupant.

**B. Sub-lease Restrictions** – Units may only be sold or transferred to buyers purchasing for their own use. After the first year of ownership, a Member may, with the Board's prior approval, sub-lease a unit. Except in extraordinary circumstances, no sub-lease in excess of one year will be approved.

## **III. SALE OF UNITS AND GARAGE SPACES**

### **A. Units**

**1. Brokers' Tour** – Only one Brokers' Tour of a unit for sale will be allowed. Such Tour must be scheduled between 9:00 AM and 5:00 PM on a weekday, excluding holidays. Prior written notice of the time and date of the Tour must be provided to the General Manager. Parking for those attending the Tour is the responsibility of the Member.

**2. Open Houses** – For prospective purchasers are not permitted. Units may be shown by appointment only.

**3. Door-to-door solicitations and estate sales** – By Occupants or by any others is prohibited.

**4. Storage Closets** – Storage closets in the service areas on each floor are common areas and do not convey. At the time of a unit's sale, any empty storage closet will be



made available to other Members on the floor on the basis of seniority of residence in the Cooperative.

**B. Garage Spaces**

**1. Separate Sales of Spaces** – Garage spaces may not be sold separately from the sale of a unit if that would leave the unit without a space.

**2. Sales to Non-Members** – Sales to Non-Members are not permitted.

**3. Excess Garage Space** – Members with a garage space or spaces that they are not using may sell or lease the space(s) to other Members. Such sales or leases may occur at any time, subject to the approval of the Board.

**4. Temporary Leasing** – Garage spaces not being used by Occupants may be temporarily leased to other Occupants.

**IV. APPROVAL OF RECOGNITION AGREEMENTS**

**A. Standard form** – All Recognition Agreements must be executed on the Cooperative’s standard form as approved by the Board from time to time. (Current Approved Form at **APPENDIX B**) That form was created to avoid undue administrative burdens and to protect the Cooperative in the event of a Member’s default. In accordance with the Cooperative’s standard form, the Member’s lending institution acknowledges and agrees that the assessments, charges, fees, fines and liens imposed by the Cooperative upon its Members under the Proprietary Lease, and the Member’s other financial obligations to the Cooperative, have seniority over charges and liens imposed by the lender.

**B. Board approval** – Required for any Recognition Agreement before it is entered into by a Member.

- C. **Limit on loan amounts** – The loan amount together with all other loans secured by the Member’s Proprietary Lease and other interests of the Member in the Cooperative may not exceed the lesser of 50% of the purchase price or 50% of the appraised value of the unit at the time of the Member’s purchase. In the event of the refinancing of a unit, the loan amount may not exceed 50% of the appraised value of the unit at the time of refinancing.
- D. **Legal fees** – Legal fees, as determined by the Board from time to time, incurred in connection with Recognition Agreement transactions, including those of the Cooperative’s outside counsel, are a Member’s responsibility.

V. **MOVING IN AND OUT**

- A. **Advance approval required** – Advance approval for moves into or out of the building must be obtained from the General Manager.
- B. **Hours** – All moves are restricted to the hours between 9:00AM and 5:00 PM Monday through Friday, excluding holidays.
- C. **Moves beyond the restricted hours** – In the event that a move extends beyond the hours described in Paragraph B, the Board has authority and sole discretion to impose a penalty up to \$1,000 on the Member, depending upon the severity of the violation and such other factors as the Board deems relevant.
- D. **Imposition of Penalties** – Will be upon the Members. Occupants contemplating a move should include provisions in their contracts requiring the movers to reimburse any penalty.
- E. **Moving fees and required deposit**

**1. Nonrefundable fee** – Of \$750 is required for each move into or out of the building or within units within the building.

**2. Deposit** – In addition to the non-refundable fee, a deposit of \$1,500 is required in connection with each such move. Monies from this deposit will be applied toward the cost of repairing any damage to the common elements of the building occurring during such move and the balance of the deposit, after providing for payment for such repairs, will be returned to the departing Occupant.

**3. Payment of moving fees and deposits** – Shall be made prior to approval of a moving date being granted.

**4. Determination of the amount of damage** – Shall be at the sole discretion of the Board, based upon the recommendation of the General Manager.

## **VI. CONSTRUCTION AND ALTERATIONS**

**A. Board approval is required** – Before any structural alteration, renovation, or any electrical or plumbing changes are made in any unit, terrace or balcony.

**B. Board approval is *not* required** – For carpeting, wall papering, painting or replacement of existing plumbing or electrical fixtures, or for installation of wall hangings, removable bookcases, or other similar items not permanently affixed to the walls or floors of a unit. Questions about whether or not Board approval is required should be addressed to the General Manager; if there is any question, Board approval should be sought. The Board reserves the right to determine if approval is needed.

**C. Renovation Plan**

**1. Prepared by licensed architect** – Before beginning any construction or renovation (excluding the work described in Paragraph B above), a Member must submit a plan drawn by a licensed architect or other competent professional to the Board at least 10 days prior to a Board Meeting at which approval is sought. The plan must be reasonably detailed and encompass all of the work to be done.

**2. Review by Cooperative’s architect** – The plan must be reviewed and approved by the Cooperative’s architect *at the Member’s expense*. Such architectural approval is a prerequisite to beginning construction.

**3. Board discretion** – No plan will be approved which will in the Board’s judgment diminish the quality of the building. Construction may not begin until the Board has approved the plan in writing. Final approval of a plan is solely within the discretion of the Board.

**4. Material changes in previously approved plans** – The Board must be notified before any material change in a previously approved plan is undertaken. Any such change must be approved by the Cooperative’s architect and prior Board approval for any such change is also required before any changes are undertaken. The Member must insure that a copy of a complete current plan is on file with the General Manager during the period of construction or renovation. The Cooperative’s architect may inspect a unit from time to time during construction to assure that the work, when completed, will conform in all critical respects to the plan. The Member shall pay the fees of the Cooperative’s architect or other outside consultant whose advice the Cooperative’s architect deems appropriate for the purpose of performing such inspections.

5. **All Required District of Columbia permits** – Must be obtained by the Member, *at the Member's sole expense*, before any work can proceed.

6. **Specific construction guidelines and contractor responsibilities** – Are set forth in **APPENDIX D**.

**D. Fees for construction and alterations**

**1. Major renovations**

a. **Initial deposit** – An initial deposit of \$7,500.00 will be required prior to beginning any major construction or renovation work. \$2,000.00 of the \$7,500.00 deposit is non-refundable and will be used to defray costs to the Cooperative, including extra staff and cleaning time. If no violations of these Rules have occurred during the renovation period, the initial deposit less the nonrefundable \$2,000.00 will be refunded upon completion of the work less any costs to the Cooperative resulting from the renovation.

b. **Additional non-refundable fees** – Shall be paid in accordance with the following schedule:

First sixty days - \$1,000.00

Next ten months - \$1,000.00 per month

Each month thereafter - \$2,500.00 per month.

c. **Payment period** – The fee schedule commences when work begins and ends when the project is completed. Following the initial sixty day period (when the fee shall be \$1,000.00 irrespective of the number of days required), the monthly fees shall be prorated in the event work is completed during a successive thirty-day period. The fees are to compensate the Cooperative for the staff, managerial and other Cooperative resources involved in

such projects and to encourage reasonably prompt completion of such projects so as to lessen attendant inconvenience to others in the building.

**2. Minor renovation projects** – Are those projects requiring a week or less to complete, such as installing a bathtub to replace a shower.

**a. Initial Deposit:** An initial deposit of \$3,000 will be required prior to beginning any minor renovations; \$500 of the \$3,000 initial deposit is non-refundable. If no violations of these Rules have occurred during the renovation period, the initial deposit less the nonrefundable \$500 will be refunded upon completion of the work less any costs to the Cooperative from the renovation.

**b. Board approval is required** – For minor renovation projects.

**3. Payment of fees** – All fees should be by checks made payable to “Shoreham West Cooperative.”

## **VII. RESPONSIBILITIES OF OCCUPANTS**

**A. Compliance with Rule and Appendices** – All Occupants are required to comply with these Rules and with the requirements set forth in each of the **Appendices A through E**.

**B. Disturbance** – Every Occupant must regulate the use of his/her unit so as not to unnecessarily disturb others in the building.

**C. Noise**

**1. Due consideration** – At all times Occupants must exercise due consideration in the operation of televisions, musical instruments, audio systems and any other items and activities, including renovations and repairs, that result in sounds or noise audible in other units that unnecessarily disturb other Occupants.

**2. Soundproofing** – Each Occupant must use sound attenuation or floor coverings so that walking areas of his/her unit do not transmit objectionable noises to another unit.

**D. Smoking** – Is prohibited in *all parts of the building, including the garages*.

**E. Fumes and cooking odors** – Occupants must not allow objectionable fumes or cooking odors to escape from their units into the halls by leaving exterior doors open or ajar. Occupants must use ventilation units for kitchen appliances installed as provided in the Construction/Renovation and Contractor Guidelines (**APPENDIX D**).

**F. Visitors** – All visitors must be announced. No visitor may proceed to a resident floors without first advising the front desk of his/her presence and purpose. Occupants should notify the front desk in advance of the expected arrival of visitors. Visitors expected or desired to be admitted by an Occupant will be advised of the location of the passenger elevators by the front desk.

**G. Large gatherings** – To facilitate the arrival of a large number of expected guests, the front desk should be notified in advance.

**H. Service providers** – The front desk should be notified what day and time workmen, domestic staff, caterers and other service providers are expected.

**I. Trash**

**1. Trash chutes** – Two trash chutes are located on each floor of each wing of the building in the service hall adjacent to the service elevators. The chute in the hallway is for bulk trash items such as small cardboard boxes, magazines and newspapers. The *interior* chute

is used specifically for kitchen rubbish, which must be bagged and secured in heavy duty plastic kitchen bags. Chutes may only be used between 8:00 AM and 10:00 PM daily.

**2. Recycling** – Glass, plastic, and cans should be rinsed and placed in the recycling box located in each service hall. Food should not be placed in such boxes.

## **VIII. ENTRANCES AND ELEVATORS**

**A. Lobby entrance** – From the circular driveway is designed for use by current Occupants and family, social visitors to Occupants, and Occupants' domestic staff. The entrance doors are locked and secured at 11:00 PM each evening and until 7:00 AM the next morning. Occupants should use the access fobs issued to them to obtain entrance after that time. Upon entering the building, Occupants should identify themselves to the night desk clerk on duty if requested to do so.

**B. Service entrance** – Located on 28<sup>th</sup> Street, NW is for use by tradespeople, contractors, caterers and other service vendors, who should always use the basement level corridor for access to the building and then use the basement service elevators to reach higher floors. The Service entrance should be closed and locked after each use.

### **C. Service elevators**

**1. General** – Service elevators are to be used for the transportation of groceries, deliveries, and going to and from the laundry, basement or garage area. Tradespeople, workmen, caterers and other service providers will be advised by the front desk or the garage attendant, as appropriate, that they are required to use the service elevators at the basement level unless there are unusual circumstances, approved by the General Manager, justifying the use of the passenger elevators. Occupants should use the service elevators whenever luggage or other



objects they are transporting would limit the use of the passenger elevators for other Occupants. Specifically, and without limiting this general rule, large packages and the rolling carts provided by the building or other comparable conveyances should be transported only in the service elevators. The service elevators should also be used for transporting large items to and from Member storage units. Transportation of bicycles between floors should be only by use of the service elevators.

**2. Large items** – Permission for the use of the service elevators for moving large items requiring elevator pads may be obtained in advance from the General Manager.

**3. Deliveries**

**a. General** – Deliveries, other than occasional small convenience deliveries such as carryout food and flowers, must be between the hours of 9:00 AM and 5:00 PM Monday through Friday and on Saturdays between the hours of 8:00 AM and 12 noon. No furniture or large deliveries may be made on weekends or holidays. Occasional delivery persons must check in with the front desk which will notify Occupants of the delivery. Arrangements should be made with the General Manager if an Occupant will not be at home when a delivery is made.

**b. Catered food and beverages** – For use of or entertainment by Occupants may be made in the evening or at other times on weekends or holidays as needed, with prior written notice to the General Manager. Such deliveries must be made through the service entrance, and service elevators in the basement must be used. On such occasions, service providers should be instructed to be considerate of all Occupants of the building.

**IX. PARKING AND GARAGE**

**A. Front of Building**

**1. Short term** – The parking spaces and circular driveway in the front of the building are for the short term use of Occupants and visitors only. Short term is defined as less than 3 hours between 8:00 AM and 5:00 PM, and less than 6 hours at all other times. They are not to be used for long term parking or for parking by employees of the building, employees of Occupants, tradespeople, contractors or other service providers.

**2. Passenger vehicles** – Only vehicles designed primarily for passenger use may use the front of building, except that delivery vehicles delivering items such as postal or package services, medicine or take-out food may park for the brief time needed to complete the delivery.

**3. Large gatherings** – Occupants are responsible for providing guest parking at their own expense for guest parking for social occasions requiring more than five vehicles. The General Manager must be notified in advance when large gatherings are anticipated.

## **B. Garage**

**1. General** – Garage users must park their vehicles so as not to intrude on any designated walk-way area or no parking zone area or to block access to spaces of Occupants.

**2. Access** – Garage access is controlled by either an in-auto remote opener, or by the access fob provided to Members or Occupants.

**3. Domestic Employees** – Garage space for an Occupant's domestic employees is the Occupant's responsibility.

**4. Service Employees** – Daytime garage parking for service and contract employees of Occupants will be provided only in designated spaces on a space available basis as approved by the General Manager.

5. **Caterers** – Catering vehicles and catering personnel may be admitted into the garage as needed at times and conditions approved by the General Manager.

**X. RESPONSIBILITY FOR MAINTENANCE, REPAIRS AND OTHER SERVICES**

**A. Common areas** – The Cooperative is responsible for the care, decoration and maintenance of the exterior surfaces of the building, including all exterior walls and balconies, and including hallways (*i.e.*, floor and wall coverings and the exterior decoration and appearance of all entries into units from hallways), stairways, entryways, driveways, garages, shared plumbing, electrical, heating, ventilation and air conditioning systems, including the convectors and fan coils installed in each unit, and all installations on the roof area of the building.

**B. Individual units** – The care, decoration and maintenance of the interior of each unit and all furniture, appliances, installations, showers, sinks, toilets, works of art, floor and wall coverings and equipment therein are a Member's sole responsibility. Members who determine to install remote thermostats or other controls in addition to the controls that came with the fan coil units are responsible for the maintenance and repair of those additional items. Occupants must at all times keep areas surrounding convectors and fan coil units which are part of the Cooperative's shared heating, ventilation and air conditioning system free of any obstruction that would prevent access to such units as needed for maintenance, repair or replacement by the Cooperative.

**C. Minor repairs and adjustments** – The Cooperative will perform minor adjustments or repair work within a unit such as opening windows, adjusting water spigots, and correcting minor plumbing stoppages. However, a charge will

be made to the Occupant for any materials and a time labor charge will be made for any extended service. Calls for all services should be made to the front desk. If an Occupant does not receive service within a reasonable time, or the work requested has not been completed, or the work is unsatisfactory, the Occupant should advise the General Manager.

- D. Use of Cooperative employees** – Additional services to the individual unit or for Occupants can be performed by personnel of the Cooperative with the agreement of such personnel and *on their own time at the Occupant's expense and sole liability. Such services may not be undertaken by an employee during that employee's regular work hours.* Such “odd job” services might include, for example, painting, hanging pictures or washing cars. No employee of the Cooperative can be required or ordered to provide such services and each Occupant using such service does so with the understanding that the service is not being provided by the Cooperative and the Cooperative is not responsible for the quality of any such service or for supervision of the employee providing it.
- E. Exterior window cleaning** – Will be performed periodically by the Cooperative.
- F. Interior window cleaning** – Is the responsibility of the Occupant.

## **XI. WINDOWS, BALCONIES AND TERRACES**

- A. Maintenance** – All balcony surface areas, ground terrace areas and gardens appurtenant to units shall be maintained in a safe and aesthetically attractive manner, consistent with the architecture and design of the building and common areas, by the Member holding the Proprietary Lease for the unit at the Member's sole cost and expense. In the event that the Board determines that any of such

areas have not been maintained in such manner, such failure shall be a default pursuant to Section 55 of the By-Laws of the Cooperative, and the Cooperative shall have the right, but not the obligation, to maintain such area or areas in such manner, and to charge the Member for all costs and expenses of such maintenance, and to take any of the other actions provided for in event of default in Section 55 of the By-laws.

- B. Changes affecting the building's external appearance** – No decorative, ornamental or structural change may be made which affects the external appearance of the building (including balconies), entryways, driveways, walls or common area grounds of the Cooperative without the express, prior written approval of the Board. Such approval will be given only in circumstances when the Board determines that the change will not detract from the architectural and design quality of the building and grounds. Under no circumstances may an exterior aerial or dish for communications reception be installed by any Occupant on any balcony or exterior portion of the building without prior approval of the Board.
- C. Window coverings** – When seen from the outside of the building should present a uniform neutral off-white effect. The choice of type of covering and material is up to the Occupant.
- D. Small exterior items** – Such as outdoor furniture, planters, flower pots, plants, and small art objects which are not distracting to those in other units and not visible from the street are permitted on the floors of balconies and ground terrace areas. Placement of any permanent installation, or of any large, visible object, or

of any pond, pool, or other object or installation that could result in a substantial weight load, or that could detract from the architectural and design quality of the building and grounds is permitted only with the prior approval of the Board.

Damage from excessive weight load is the sole responsibility of the Member.

- E. Balcony floor coverings** – The only floor covering permitted on balconies is that which the Board of Directors may authorize and subject to such requirements as the Board may prescribe. For example, carpeting is not allowed because it retains moisture which accelerates the deterioration of the concrete floor.
- F. Barbecuing and cooking** – Using approved electric grills on balconies is allowed so long as odors and smoke do not disturb others in the building, and equipment is not stored on balconies.
- G. Drying or airing clothing** – On balconies is not permitted.
- H. Mops, cloths and brooms** – Must not be shaken from unit windows, balconies, or in the halls or stairways. Under no circumstances may dirt or debris or water be swept over or off the edge of a balcony.
- I. Household appliances, and mechanical or other equipment** – May not be stored on balconies.
- J. Bird feeding** – In or near any exterior portion of the building is not permitted.
- K. Balcony drains** – May not be obstructed in any manner.
- L. Awnings** – Awning maintenance is important to the appearance of the building and the maintenance of awnings in good condition is the responsibility of each Member whose unit has an awning. Awning replacements must be ordered through the General Manager's office at the Member's expense.

- M. Repair and replacement of exterior window and door screens** – Is at the Member's expense.
- N. Repair and replacement of window stripping** – Is at the Member's expense.
- O. Irrigation or watering systems** – Are not allowed in any balcony or ground terrace area.
- P. Planting or landscaping** – Which may adversely impact the rear garden wall on 28<sup>th</sup> Street or any part of the structure of the building is not permitted.  
  
Landscaping plans for terrace garden areas must receive prior Board approval. If it deems it necessary to protect the structural integrity of the wall or any part of the building, the Board may direct removal of plantings or structures in a terrace or garden at the Member's expense.
- Q. Energy efficient windows** – All window and balcony/terrace doors must be fitted with energy efficient windows and balcony doors approved by the Cooperative's architect. All units must be in compliance with this Rule by a date to be determined by the Board.

## **XII. UNIT ACCESS**

- A. General** – Each Occupant is expected to cooperate in providing access to his/her unit by the Cooperative or its representatives (including maintenance and engineering staff and contractors or service providers working under their supervision for the Cooperative) in the necessary discharge of the Cooperative's responsibilities for the safety and wellbeing of the Occupants and the building.
- B. Emergency Access** – In the event of water leaks, gas leaks, fire, or similar emergencies, quick access to a unit may be necessary in order to protect

Occupants and the building. In order to provide for access in such emergencies if the Occupants of the unit are absent, each Occupant shall provide one unit key and one key or lock combination for the Occupant's storage locker to be *appropriately secured* and placed in a locked key cabinet at the front desk. ***These keys are to be used only with the Occupant's permission or for emergency purposes*** in an Occupant's absence.

**C. Admit slips**

**1. General admit slip** – Authorizes use of this duplicate key at the front desk by someone requiring access on a regular and continuing basis such as a domestic staff or close relative.

**2. Specific admit slip** – Names a specific individual and lists the date or dates the key is to be used by that individual. This slip is voided after use and is filed for reference.

**D. Failure to provide key to the front desk** – If an Occupant fails to provide the Cooperative with a duplicate unit key and storage locker key or lock combination, then, at the Board's election, after seven (7) days' notice to the Occupant of such failure, the Member shall pay a penalty at the rate of \$100 per day for each day of continued failure to comply, and the Cooperative may change the locks on the Occupant's units and charge the Occupant therefor.

**E. Change of locks** – If an Occupant has the unit lock cylinder changed, or installs an additional lock on the unit entrance door or storage locker, the Occupant must deposit an appropriate duplicate key and/or lock combination with the General Manager



- F. Forced entry** – In an emergency, if a forced entry is deemed necessary, the Cooperative, its agents, officers and employees, shall be relieved of any liability whatsoever.
- G. Vacant units** – Each Occupant agrees that in the event that his or her unit is unoccupied, representatives of the Cooperative shall have the right, but not an obligation, to access the unit to check the condition and status of the unit and appliances therein.
- H. Repairs or improvements for the general benefit of the Cooperative** – If the Cooperative engages a contractor to perform repairs or improvements for the general benefit of the Cooperative and the work requires access to any unit or units, each Occupant, on reasonable notice, shall cooperate by facilitating and permitting such access and such work. The General Manager will instruct the contractor to complete the work as expeditiously as practicable, giving consideration to any inconveniences to the Occupant.

### **XIII. OCCUPANT'S INFORMATION**

**A. Roster** – The General Manager will maintain a CONFIDENTIAL roster, including the address and telephone number of each Occupant's place of business, and similar data on persons to be notified in emergencies or temporary absences of Occupants, as well as a roster of each Occupant's current automobile tag license number(s) and garage space(s).

### **XIV. AMENITIES AND SERVICES**

- A. Automobile wash rack** – Is available in the upper level garage. Occupants can arrange for use of the rack at the front desk. The area should be kept clean after each use.

- B. Fax machine** – Is available in the General Manager’s office for Occupants to send and receive transmissions. The fax number is (202) 234-4182.
- C. Laundry room** – With washers and coin-operated dryers is available in the basement for the sole use of Occupants.
- D. Photocopy machine** – And a limited supply of copy paper is available in the Board Room for Occupants’ use for small jobs (ten pages or less) at no charge. The key to the Board Room can be obtained at the front desk.
- E. Roof terrace** – Is available for use by Occupants and their guests. Portions (up to one half) of the terrace may be reserved for private entertaining by Occupants on a first-come/first-served basis. Such reservations (including arrangements for cleaning up after the event, at the Occupant’s expense) should be made with the General Manager. Pets are not permitted on the roof terrace at any time.
- F. Grocery carts and a wheeled hanging luggage rack** – Are available in the hallway in the even-numbered side of the basement, and in the hallway on the upper level garage level on the odd-numbered side. Occupants must return these items to these locations within fifteen minutes of use.
- G. Wheelchair ramps** – Occupants can arrange for wheelchair ramps and other handicapped access through the front desk.
- H. Two refrigerated wine cellars** – Are located in the basement, and available on a limited first-come/first-served basis for Occupants’ use. Contact the General Manager for details.

## **XV. ASSESSMENTS**

- A. Regular monthly assessments** – As determined and levied by the Board pursuant to Section 53 of the Cooperative’s By-laws, are due and payable by the first of each calendar month. Special assessments, fees and fines may also be assessed and levied by the Board as provided in Sections 53 and 55 of the By-laws and will be due and payable as provided in Section 55. Arrangements may be made with the General Manager for automatic payment of charges through withdrawals from Occupants’ bank accounts.
- B. Bills for maintenance work or repairs** – Of units performed by the Cooperative’s maintenance or engineering staff will be due and payable by the Occupant who ordered the services, within ten business days following rendition of the bill.

## **XVI. STORAGE**

Storage space is limited to the basement locker assigned to each unit and, to the extent available, service area storage closets on each floor. All storage in these lockers and closets is at the user’s risk. Nothing may be stored outside such basement storage lockers and closets. An Occupant may not store any article in a storage locker or closet, or in any unit that will create a fire hazard or be in violation of applicable D.C. Law. Refrigerators or freezers may be stored within storage lockers but may not be in use. Emergency or repair situations may dictate that repair personnel be provided access to the storage lockers and closets from time to time.

Individual storage lockers must be locked at all times. Master keys to the seven storage areas are at the front desk and may be obtained on request.

## **XVII. PETS**

Pets are permitted in the building as long as they do not disturb other Occupants. An Occupant may have a limited number of well-behaved dogs, cats, or other pets. Occupants owning pets assume full responsibility for personal injuries or property damage caused by their pets. Each pet owner shall indemnify the Cooperative, its agents, officers, and employees and hold the Cooperative harmless against any loss, claim or liability of any kind or character, whatsoever, arising from or growing out of having pets.

If a pet disturbs others in the building by repeated crying, barking, meowing, or by nipping or biting or persistently engaging in other annoying behavior, notice will be given to the Occupant owning or hosting that pet to abate the annoying behavior. If that behavior is not promptly abated, the Board may determine that the pet must be removed from the building permanently. All pets must be hand carried or leashed at all times in the public areas of the building. Pets must be transported in the service elevators. Pets may not be curbed on Cooperative property. Occupants are reminded that District law requires pet owners to clean up after their pets.

## **XVIII. CONDUCT OF OCCUPANTS**

As required by the "Proprietary Lease and Occupancy Agreement," each Occupant must conduct himself/herself in a manner to preserve the highest standards of consideration for and cooperation with other Occupants. In the event the Board of Directors, after reasonable inquiry, makes a preliminary determination that the conduct of any Occupant or visitor toward another Occupant or toward the General Manager, an employee of the building or another person does not comport with this standard of conduct on a continuing or repeated basis, after a warning from the General Manager or Board President, the Board may direct that a written statement of

infractions be delivered to the Occupant concerned, together with a notice to meet privately with the Board at a time and place stated in the notice. Advance notice of such meeting will be given. If, after such meeting, the Board determines that the conduct of the Occupant has been in violation of this standard, the Board may take such action as it deems necessary, including any one or more of the remedies for default provided for in the By-laws.

#### **XIX. ENFORCEMENT**

These House Rules are further described under Section 4, “Governing Documents of the Cooperative Apartment Proprietary Lease and Occupancy Agreement,” as the Rules and Regulations of the Cooperative, with provisions for enforcement as provided in Section 55 of the By-Laws.