



3900 Tunlaw Cooperative

House Rules and Regulations
December 12, 2017

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1. Applicability

These Rules and Regulations apply to:

- Shareholders (owners) of 3900 Tunlaw Cooperative, Inc. (the Coop);
- Lessees of shareholders (Tenants);
- Family members, guests, agents, employees or contractors of Shareholders and Tenants;
- All Coop employees;
- Trades persons;
- Service personnel;
- All others while on Coop premises.

2. Compliance with House Rules and Regulations

- a. The Managing Agent will give each new Shareholder or Tenant ("Occupant") a copy of these Rules and Regulations at or prior to move-in time. The new Occupant will acknowledge receipt in writing. Shareholders may not alter or change any House Rule or Regulation contained within this document.
- b. Occupants and their families, guests, agents, contractors and employees must at all times observe and comply with these Rules and Regulations. Shareholders shall be responsible for paying any fines resulting from violations of these House Rules and/or for paying the cost of repairing any damage caused by their Tenants, guests, agents, contractors, family members or employees. **Please see Attachment A: Schedule of Fees and Assessed Charges for a list of fines and fees.**
- c. The Board of Directors (the Board) of the Coop reserves the right to alter, amend, or modify these Rules and Regulations, and Occupants and their families, guests, agents, contractors and

employees shall abide by any such alterations, amendments or modifications. The Board shall provide a copy of such new rules to each Occupant prior to the time they shall become effective. The Board has the authority to levy such fines as it deems in the best interests of the Coop for violation of any of these House Rules. In addition, all Occupants are subject to the terms and conditions of the Shareholder's Proprietary Lease and the Bylaws of the Coop. Pursuant to these documents, the Board has the right to initiate legal action when appropriate, and has the right to terminate the Shareholder's ownership and occupancy rights in the Coop for continuing violations of the Shareholder's Proprietary Lease, the Bylaws or these Rules and Regulations.

3. Relationship between Coop Employees and Occupants

- a. The Building Manager and Managing Agent are responsible for carrying out the regular business of the Coop and for enforcing the House Rules, as well as directing building staff. Occupants must direct all inquiries, including but not limited to requests for maintenance or repairs, to the Building Manager.
- b. Maintenance personnel and contractors are employed to operate and maintain the mechanical systems of the building under the direction of the Building Manager or Managing Agent. Maintenance staff are not permitted to perform any work within individual units unless the Building Manager has issued a work order. Occupants will be charged for all requested in-unit services provided by the maintenance staff and authorized by the Building Manager.
- c. If an Occupant leaves any money or article of any kind or value with any Coop employee, he/she does so at his or her own risk, and the Coop will not be responsible for loss or damage of said property.
- d. The Coop will not tolerate any inappropriate behavior, including harassment, verbal abuse or bullying of its employees, members of the Board of Directors, or Officers by any person. If an employee

complains to the Building Manager, Managing Agent or the Board that he/she has been treated inappropriately, the Board, after investigation and due consideration, shall determine what, if any, further action is appropriate. Should any person persist in such conduct, a fine, the amount of which is to be determined by the Board, will be levied against the responsible Shareholder, legal action may be initiated, and the Shareholder's ownership and occupancy rights in the Coop may be terminated by the Board.

4. Authority of Managing Agent

All references to the Board or the Coop in these Rules and Regulations shall include the Building Manager, Managing Agent, and officers in any case where the Board has delegated specific authority to such individuals.

5. Occupants' Responsibilities

- a. Occupants are responsible for any damage caused by their actions, for example, leaving a window open or allowing a sink to overflow.
- b. A Shareholder will be responsible for paying the cost of repairing any damage caused by an Occupant of the Shareholder's unit, or by the Occupant's family members, guests, agents, contractors and employees.
- c. Occupants are required to maintain electrical and plumbing fixtures and other household equipment in good condition to prevent damage to the property of others. If problems arise with household equipment, Occupants must immediately notify the Building Manager.

6. Insurance

- a. The Coop's insurance does not cover the personal property of

Occupants, nor does it provide coverage for third-party personal injury or property claims against Occupants.

- b. Occupants are required to obtain property or renter/home owner insurance on their property and contents as well as third-party personal liability insurance. Upon request of the Building Manager, a Certificate of Insurance must be provided, indicating that such coverage has been obtained and is in effect.
- c. If damage is caused by the act, neglect or negligence of an Occupant, or by an Occupant's family members, guests, agents, contractors or employees, the Coop's master insurance deductible shall be paid by the responsible Shareholder. If the maintenance and repair responsibility for the cause of the damage cannot be determined by the Board, and/or if the loss affects more than one unit or a unit and the common areas, the total insurance deductible may be apportioned by the Board among the affected Shareholders.

7. Reporting Physical Damage to Cooperative Property

- a. Occupants must report to the Building Manager any damage to the property. If an Occupant becomes aware of water leakage, the Building Manager or Managing Agent must be notified immediately. Water damage is often difficult to trace, and the earlier the maintenance staff finds the source of the problem, the better chance of preventing further damage.
- b. If an Occupant fails to report water leakage or damage for which he/she is responsible, a fine may be levied in addition to actual repair costs. See Attachment A: Schedule of Fees and Assessed Charges.

8. Emergency Repairs in Units

If the Coop is required to make emergency repairs to an individual unit (e.g., stopping a water leak that is damaging the building), the cost of such repairs will be assessed against the unit's Shareholder.

The Building Manager may schedule and make emergency repairs to the unit if the Occupant cannot be consulted before further damage occurs. This applies to both owner-occupied and rental units. When tenants are involved, the Shareholders of the units must pay the costs of such repairs.

9. Occupancy and Daily Use of Units

- a. Unless otherwise authorized in writing, in advance, by the Board, each unit shall be used only as the private residence for the Occupant, any members of the Occupant's family, or guests visiting for no more than thirty (30) days.
- b. Each Occupant shall provide the Building Manager with the names of all persons residing in his/her unit, and the address and phone number of each occupant's place of business as well as contact information on person(s) to be notified in emergencies or temporary absences of Occupants.
- c. Each Occupant shall provide his/her current vehicle license plate number and a description of the Occupant's vehicle to the Building Manager.
- d. The Coop shall have no responsibility or liability in connection with the accuracy of information provided by an Occupant under paragraphs (b) and (c) above, or in connection with an Occupant's failure to provide such information.
- e. Occupants shall take appropriate measures to prevent noise from traveling and must exercise due consideration for their neighbors at all hours in their personal conduct, and in the operation of radios, televisions, musical instruments, in closing/opening doors, or in using any other equipment in their unit. Sound must be kept at a level that does not unreasonably or unnecessarily disturb another Occupant.

- f. Occupants must cover the walking areas of their units, including at least eighty percent (80%) of the floor areas, excluding kitchens, bathrooms and closets, with rugs over padding or carpet over padding sufficiently thick to minimize the transmission of unreasonably loud or objectionable noises to another unit. Additional coverage may be required if the above-prescribed coverage is not adequate to prevent transmission of unreasonably loud or objectionable noises. Occupants must comply with this rule within thirty (30) days from the date of occupancy, or notice of violation.
- g. Occupants shall not permit objectionable fumes or cooking odors to escape into the hallways or into other units. Use of the stove-ventilating fan is strongly recommended.
- h. Occupants must allow pest control treatments in their units when scheduled by the Building Manager. Any Occupant who refuses this requirement will be assessed a fine and may be subject to other enforcement action by the Board, in accordance with the Shareholder's Proprietary Lease.
- i. Space heaters and portable air conditioners shall not be used in any unit. An exception may be requested for one high-efficiency space heater per apartment. In no case shall propane space heaters be permitted, since these represent a health and safety risk.

10. Unit Alterations

- a. Occupants shall not make any structural changes in a unit, or alterations in electrical, gas, mechanical or plumbing systems or installations of electrical equipment or appliances (such as washers and dryers) that might impose an added load to the electrical system of the building without obtaining the prior written approval of the Board. In order to obtain Board approval, the Shareholder of the unit must submit a written application with detailed plans and specifications for the work to be performed.

- b. Tenants shall not make structural changes in a unit, or alterations in electrical, gas, mechanical or plumbing systems, or installations of electrical equipment or appliances in any unit without obtaining prior written consent from the Shareholder, who must obtain prior written consent from the Board.
- c. As a condition of Board approval of structural alterations or changes in electrical, mechanical or plumbing systems or installations, the Shareholders shall indemnify the Coop against any claims, losses, injuries or damage to the property of the Coop or the property of other Occupants arising in connection with such alterations or changes, and against any mechanic's lien filed against the premises as a result of the alteration or change.
- d. All alterations to units must comply with these House Rules and must be performed by Washington, D.C. licensed and insured contractors. In addition, the Shareholder is responsible for ensuring that all required D.C. permits and inspections are obtained. The Building Manager must be provided with copies of contractors' licenses, certificates of liability insurance, certificates of workers compensation insurance, and D.C. permits before work begins.
- e. Except for bona fide emergency repairs, Occupants must notify the Building Manager and their immediate neighbors, in writing, at least one week in advance when construction noise will be caused in the unit. During any work in a unit requiring drilling, hammering, sawing or any other noise-making activity, Shareholders shall require the contractor or workers to keep noise to a minimum. Workers' radios, stereos, etc., shall be played at a level so as not to disturb other Occupants. No work requiring noise-making activity shall be conducted prior to 8:00 am or after 6:00 pm on weekdays and before 9:00 am or after 6:00 pm on Saturdays, and no work shall be permitted on Sundays and holidays. Requests for special exceptions for Sunday and holiday work must be submitted in writing to the Board not later than one week in advance of the proposed work, and must be approved in writing by the Board before such work may be performed.

- f. When replacing electrical or plumbing appliances, Shareholders are encouraged to do so with energy-efficient equipment or appliances, such as LED lighting fixtures. No electric stoves shall be installed in units.

11. Utility Equipment

Electrical, gas or plumbing fixtures, or utility equipment of any nature, installed or used in any unit must comply with all applicable District of Columbia Codes and regulations. Shareholders shall be liable for any damage or injury caused by any such equipment.

12. Apartment Access

As required by the Shareholder's Proprietary Lease, every Occupant shall provide access to his or her unit to the Property Manager, Building Manager, the Managing Agent, members of the engineering and maintenance staff, the Coop's consultants or contractors, or a representative of the Board. Except in emergencies, prior notification must be given to the Occupant before the apartment is entered. The reasons for access may include, but are not limited to, safety, health, maintenance or repair of building systems or equipment, pest control applications, work on improvement and repair projects, and inspection for and verification of rules violations.

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. Each Shareholder must provide the Building Manager with one working copy of all keys necessary to enter his or her unit, to provide access in such emergencies. These keys will be coded and placed in a locked cabinet in the Building Manager's office. **These keys are for emergency use, for entry by Building Management as otherwise provided for in these Rules , and to admit Occupants who have misplaced their keys, for which a fee may be charged (please see Attachment A).**

- a. Deposit of apartment access keys with the Building Manager is a condition of residence in 3900 Tunlaw Road and must be completed before move-in. In the event of a change of locks after move-in, failure to leave the new keys with the Building Manager for the emergency key cabinet will make the Shareholder liable for any and all expenses caused by forcible entry, any damage to other apartments, and any damage to the common property of the Coop. This will be a potential cause for termination of the Shareholder's proprietary lease.
- b. If the Coop engages a contractor to perform repairs or improvement work for the benefit of the Occupants, generally, and the performance of the work requires access to the apartments, the Occupants thereof may not make unreasonable demands in providing necessary access upon notification by the Building Manager or the Board. If the Board finds that an unreasonable demand on the part of any Occupant in such a situation results in additional cost to the Coop, the additional cost will be assessed against the Shareholder who owns the unit.

13. Lockouts

The Building Manager will be available to provide access to an Occupant locked out of his/her unit during regular business hours. An administrative fee shall be charged for such services conducted outside of the Building Manager's regular office hours. In the Building Manager's absence, Occupants shall call CFM Management at 703-941-0818 who will contact the Building Manager. If the Building Manager is not available, the Occupant must call a locksmith to arrange access to the unit. Therefore, occupants are urged to leave a spare set of keys to their unit with a friend or relative.

14. Access System

Admission of guests to the building and responsibility for their actions while on Coop property is that of the Occupant. It is the responsibility

of every Occupant to verify visitors to the building. Doors should not be opened to any unknown persons, and Occupants must not allow unknown persons to follow them through the door. Visitors must remain outside and call the Occupant they are visiting to obtain approved admission.

15. Common Areas

- a. Entrances, lobbies, hallways, stairways, public roof deck, lawn areas, garages, fitness center, and other common areas are not to be used for play or loitering purposes. Entrances, stairwells, and hallways shall not be used for any other purpose than for ingress and egress. No personal belongings may be left in the common areas, including hallways and the open section of the storage area. Any items left in common areas may be considered abandoned and disposed of by maintenance personnel at the occupant's expense.
- b. Low voices should be used at all times in all common areas out of respect to other Occupants' rights to a quiet and peaceful environment.
- c. Occupants shall not change the appearance of the exterior of the building or the exteriors of units (including unit doors), including painting, decorating, adorning or placing permanent or long-term materials on the exterior of the building or the exterior of units. Occupants may not alter or modify the exterior of their units in any manner.
- d. Except for management or other approved notices, no advertisement, sign, or solicitation shall be placed on, taped to, or placed under unit doors or any part of the indoor or outdoor common areas or elevators. No sign, notice, advertisement, illumination (except reasonable holiday decorations during holiday seasons) refuse, or other non-decorative items shall be exposed to public view on or at any window.

- e. Appropriate "for sale" or other personal notices may be posted by residents on the cork boards near the rear and side entrances. Management reserves the right to remove anything posted on the cork boards at any time.
- f. Occupants shall not cause or permit anything to be shaken, thrown or hung out the windows of the building, including mops, rags, or brooms.
- g. The mailboxes located on the third floor are assigned to specific units. No hazardous materials may be stored in these mailboxes. The Coop, the Board, and Coop agents/employees are not responsible for any damage or loss to materials kept in these mailboxes. Any item other than mail and packages found outside the mailboxes or cabinets will be removed and discarded without notice.
- h. Use of skates, skateboards and the like is prohibited in common areas.

16. Fitness Room

- a. Any resident using the fitness room must first sign the release form, which will be provided by the Building Manager.
- b. Any resident using the fitness room does so at his or her own risk and takes sole responsibility for any accident or injury in connection with such use. The Coop is not responsible for any damages, accident or injury sustained by anyone using the fitness room.
- c. Non-residents are not permitted to use the fitness room without management approval, and any non-resident using the fitness room must sign a release form.
- d. The fitness room will be open and available for use by Occupants and their guests only, during posted hours.

- e. No one under thirteen (13) may use the fitness room at all.
- f. No one under eighteen (18) may use the fitness equipment without adult supervision.
- g. No eating, drinking or smoking is allowed in the fitness room.
- h. No pets are allowed in the fitness room.
- i. The fitness room shall be kept locked at all times. Access to the fitness room will be by key fob.
- j. All equipment must be used in accordance with the instructions that are posted on the equipment and may not be removed from the fitness room.
- k. Rowdiness, dangerous or disruptive conduct, excessive noise, misuse of equipment, or violation of any of these rules will be cause for revocation of the right to use the fitness room.

17. Roof Deck

- a. Anyone using the roof deck does so at his or her own risk and takes sole responsibility for any accident or injury in connection with such use. The Coop is not responsible for any damages, accident or injury sustained by anyone using the roof deck.
- b. The roof deck will be open and available for use by Occupants and their guests only, during posted hours.
- c. No one under thirteen (13) may use the roof deck unless accompanied by an adult.
- d. No smoking is allowed on the roof deck.
- e. No pets are allowed on the roof deck.

- f. Rowdiness, dangerous or disruptive conduct, excessive noise, misuse of equipment, or violation of any of these rules will be cause for revocation of the right to use the roof deck, and the Occupant will be required to return the key to the Building Manager. In appropriate cases, fines may be levied and other enforcement action may be taken.

18. Garbage and Recycling

- a. In order to prevent bug infestation or objectionable odors, the proper disposal of garbage, refuse and recycling must be strictly observed by all Occupants.
- b. Household trash must be bagged in a plastic trash bag, tied with a knot, and dropped down the trash chute in the trash rooms on Floors 2 and up.
- c. Recyclable items (plastic, glass, aluminum and newspapers) must be placed in the recycling bins in the disposal rooms. Newspapers must be stacked neatly on the wire rack in the trash rooms on Floors 2 and up. Shopping bags or other trash may not be put into the recycling bins. Aluminum should be crushed before being placed in the recycling bins.
- d. On the first floor, garbage must be bagged and placed in the compactor room.
- e. Occupants are not permitted to place any container or bag containing trash in any other place on the property other than the trash rooms.
- f. Boxes, cartons and crates must be broken down and stacked in the trash room on the Occupant's floor. For disposal of move-in packing material, Occupants should contact the Building Manager.
- g. The trash chute shall not be used after 11:00 p.m. or before 8:00 a.m.

- h. No coat hangers, glass (including but not limited to light bulbs, bottles, TVs or monitors), or contents under pressure may be thrown down the trash chute.
- i. Kitty litter must be double-bagged and tied before being put down the trash chute.
- j. The Building Manager will post the schedule for periodic bulk trash removal.

19. Plumbing Fixtures

- a. Toilets, sinks, tubs and other plumbing fixtures shall not be used for purposes other than those for which they were designed. No debris, diapers, rags, or other improper articles shall be thrown therein.
- b. Occupants shall not dispose of any hazardous liquid in unit drains. Hazardous liquids must be disposed of by taking them to DC Recycling. Occupants shall not put cooking fat down the kitchen drains; accumulation of fat in kitchen pipes may cause clogging and is a hazard to the building.

20. Parking Spaces

- a. Parking spaces are for personal vehicles intended for passenger transport. Each parking space is reserved exclusively for the use of the Shareholder who owns the shares of stock in the Coop allocated to that parking space, or such Shareholder's tenant. Occupants must abide by all parking regulations as posted by the Board and/or local authorities.
- b. Occupants shall park vehicles on Coop property at their sole risk. The Coop shall not be liable for the loss, destruction, theft or damage to such vehicle or its contents.

- c. Vehicles shall not block fire lanes, the building entrance, access to assigned parking spaces, sidewalks or driveways. Vehicles shall not impede or prevent ready access to any entrance or exit from the Building. Violators' vehicles will be ticketed and towed at the vehicle owner's risk and expense.
- d. Guest parking spaces are intended only for guests or for temporary use by residents, and must be approved by Management. Guest parking is limited to seventy-two (72) hours. All guests or their hosts must register their guests' vehicles prior to, or upon, their arrival. Guest parking permits MUST be displayed at all times, as directed by the Building Manager. Non-compliance will result in vehicles being ticketed and towed at the vehicle owner's risk and expense.
- e. Vehicles being parked in the 3900 Tunlaw Road parking lot or garage must be registered with the Building Manager or they will be ticketed and towed.
- f. No objects other than vehicles, and no inoperable or partially dismantled vehicle, shall be kept in any parking space.
- g. No vehicles without current registration plates or inspection stickers shall be parked in any parking space.
- h. No trailer, truck, commercial vehicle, camper, camper truck, house trailer, boat or any of the like shall be kept in any parking space without written permission of the Board.
- i. No repair or maintenance of any vehicles shall be performed on the premises. Any spills or leaks of any vehicle fluids must be immediately brought to the attention of the Building Manager for cleanup. Any vehicle on the premise must be maintained as not to leak or cause damage to the parking lot asphalt. Continued leaking that is not addressed may result in a fine or other enforcement action.
- j. Parking violations may result in ticketing and towing of the violator's vehicle and imposition of a fine at the owner's expense, as well as other enforcement action.

21. Smoking

Smoking and carrying lighted smoking products shall not be permitted in the building common areas (including but not limited to the roof deck, elevator, storage room, hallways, trash bins, fitness room, lobby and mailroom, Building Manager's office, or third-floor bathroom). Smoking is also not permitted within 25-feet of the building.

22. Pets

Keeping a pet is a privilege extended to Occupants and is subject to termination for cause at any time by the Board. For the benefit and protection of all Coop residents, guests, and employees, the following rules and regulations regarding the keeping of pets apply:

- a. Occupant must submit a pet registration form with a photo of the pet to the Building Manager, must pay a pet registration fee, and must provide proof of inoculation (as required by the District of Columbia law), and proof of weight limit (see item "c" below) within two weeks of the pet's arrival. The registration form and the photo of the pet will be kept in the Building Manager's office. An Occupant who fails to register a pet with the Building Manager's office may be subject to a fine or other enforcement action and may be required to remove the pet(s) from the building.
- b. Pets must be cats, dogs, birds, or fish. Any other pets must request and receive a waiver from the Board.
- c. A Pet must not weigh more than 80 lbs.
- d. The total number of pets in a unit must not exceed two.
- e. Pets shall not cause a hazard or a nuisance to building Occupants.

- f. No Occupant may raise, breed, or keep any pet or other animal for any commercial purpose.
- g. Pet owners may use all entrances other than the lobby to enter and exit with their pet.
- h. Pet owners are allowed to use the elevator unless other passengers object at the time. Pet owners are encouraged to use the stairs.
- i. Pets must be kept on a leash or in a carrier and in control of the owner at all times when outside the pet owner's unit.
- j. Pet owners may not linger in public areas with their pets or allow their pets to wander the hallways or other interior common areas.
- k. Pets are not allowed in the lobby, laundry, roof deck or fitness room.
- l. The only Coop property allowed for curbing pets is the grass plots. Pet owners must properly dispose of pet waste utilizing the two outside pet waste stations provided by the Coop. If the pet has an accident inside the building, a proper cleanup by the pet owner is required, and any costs incurred by the Coop must be paid by the Shareholder of the unit occupied by the pet owner.
- m. Pets shall not be groomed or washed in any place on the property other than inside the pet owners' units.
- n. Occupants expecting guest pets to be visiting for more than three days must submit a request in writing to the Building Manager one week prior to arrival and must pay the Pet Guest fee. Guest pets may not visit for more than 14 days and must adhere to the requirements for resident pets.
- o. Occupants owning pets shall hold the Coop, the Board, the Building Manager and the Managing Agent harmless against any

injury, damage, loss or liability arising in connection with his/her pets. Shareholders will be held responsible for personal injury and/or property damage caused by their pets or their Tenants' pets.

- p. Any violation of these House Rules regarding pets or any other pet misbehavior should be immediately reported in writing to the pet's owner and to the Building Manager. In the event of any violation of the House Rules concerning pets, the Board may require the permanent removal of a pet from the building, and may take other enforcement action.

23. Bicycles

- a. Storage of bicycles in public areas is prohibited except for the bike rack in the garage. Bicycles are not permitted to be brought through the lobby. Bicycles must enter and exit through the loading dock or front east entrance only and must be transported in the freight elevator. Stairwells may not be used except in the event of an electrical outage. Those residents moving bicycles in the hallways are responsible for exercising care not to damage any component of the building as a fine may be levied for any damage, in addition to payment for repair of the damages.
- b. Bicycles may be stored in the bike rack in the garage at the Occupant's own risk.
- c. All bicycles stored in the rack must be registered with Building Management. Unregistered bicycles are subject to removal and disposal, as are abandoned bicycles. The Coop is not responsible for any loss or damage to bicycles.

24. Extra-hazardous Activity

Occupants shall not commit or permit any activity deemed hazardous

that might cause injury, a fire or other casualty or that will increase the cost of insurance on the building. Occupants shall not keep any oil-based paints, gasoline, turpentine or other explosive and highly flammable material in apartments, storage areas or parking areas.

25. Unit Change of Occupancy

- a. All unit changes of occupancy, whether by a Shareholder or a tenant, must be arranged in advance with the Building Management, and shall take place only after the Building Management has certified to the Board that the conditions listed below have been met:
 1. A valid, fully executed Settlement Statement or a Lease Agreement approved by the Board and signed by the Shareholder has been provided.
 2. A completed resident information form, automobile information form, and emergency contact information have been provided.
 3. Occupant has signed the waiver of liability form for use of fitness room and roof deck, and acknowledged receipt of the House Rules and Regulations.
 4. The non-refundable move-in fee has been received (including new moves or within building moves).
 5. A certificate of insurance evidencing all required coverage has been received.
- b. New shareholders must obtain the following keys from the sellers of their units:
 1. building entry fob
 2. apartment keys
 3. storage room key
 4. fitness room key
 5. mailbox key

The Building Manager is not responsible for providing these keys to new owners or their tenants but may provide copies at his/her sole discretion for a fee per key payable by check, except for the mailbox key, which can be replaced only by the US Post Office.

- c. An administrative fee shall be charged by the Transfer/Closing Agent. This fee must accompany the application for any such change of occupancy.
- d. Move-ins or move-outs will be permitted Monday through Saturday, between the hours of 8:00 a.m. and 6:00 p.m. only. The Building Manager must approve all requests for exceptions. All moves in and out of the building must occur through the loading dock area unless approved otherwise by the Building Manager.

The Board on a case-by-case basis will make assessments for actual damages to the Building, improvements or grounds of the Coop. The Building Manager will inspect Coop property before a move-in/move-out and assess any damage to Coop property after the move-in/move-out.

- e. The Building Manager is authorized to prohibit a move-in or move-out unless satisfactory arrangements have been made in advance. Failure to comply with this rule shall result in an automatic fine assessed by the Board against the shareholder (please refer to Attachment A: Schedule of Fees and Assessed Charges).

26. Sale of Cooperative Shares

All transfers of shares must be approved in advance by the Board. The Board requires a minimum of fifteen (15) business days' notice between receipt of required financial data from potential purchasers and the proposed settlement date. All outstanding bills, monthly fees, pet fees, administrative fees and fines must be paid in full before the Board will authorize the sale. All inquiries related to Board decisions concerning approval of sale must be addressed to the Building Manager and not to individual Board members.

27. Shareholder Occupancy and Sub-Leasing of Units

- a. Shareholders are responsible for knowing and abiding by

District of Columbia Regulations pertaining to rental housing, including but not limited to rental housing license requirements.

- b. Until more than 80% of units are occupied by Shareholders who qualify for the District of Columbia Homestead Deduction, each Shareholder who does not qualify for the District of Columbia Homestead Deduction will pay a monthly administrative fee.
- c. After transfer of stock, a unit must be occupied as a residence by the Shareholder for 12 continuous months before the Shareholder will be permitted to sublease the unit.
- d. **Shareholders who submit a sales contract for Board approval after October 20, 2017 may sublease their unit for up to one year. Short-term exceptions will be considered for State Department employees, military and Foreign Service members, and similar hardship situations as determined at the sole discretion of the Board. Proper documentation will be required.**
- e. **Shareholders who purchased their units or submitted a sales contract for Board approval on or before October 20, 2017 may sub-lease their units indefinitely.**
- f. All subleases and purchases must be approved by the Board prior to scheduling a move-in. Failure to schedule a move-in with the Building Manager will result in a fine. Failure to obtain Board approval will result in an additional fine equal to two (2) times the current move-in fee (see Attachment A: Schedule of Fees and Assessed Charges) and may result in disallowance of move-in privileges until all necessary conditions are satisfied.

The following information must be submitted to the Building Manager in order to obtain Board approval of a sublease:

1. A copy of the Sublease agreement
2. A signed 3900 Tunlaw Road Cooperative sublease addendum
3. A completed new resident application and releases for each proposed sublessee

4. A tenant background check/screening by a firm approved by the Cooperative on each adult occupant
5. A check made payable to 3900 Tunlaw Road Cooperative in the amount of the current move-in/out fee
6. Updated Shareholder contact information.

The Board will not permit the sublease of any unit for which the Shareholder's assessment account is not in good standing or where the Shareholder owes any other amount to the Cooperative. All outstanding rent, fines, and fees must be brought current.

- g. No sublease will be approved by the Board for a term of less than 12 months. Upon application by the Shareholder, the Board may, under properly documented extenuating circumstances, grant a waiver of the minimum term of the lease. Any lease broken for any reason before twelve months will result in a fee charged to the Shareholder for each month short on the specified lease term unless a new lessee is found to replace the prior lessee.
- h. Leasing of the unit is not permitted by the sublessee.
- i. No sublease will be approved by the Board which permits occupancy of more than:
 - Two (2) persons in an efficiency apartment
 - Three persons in a one bedroom apartment
 - Five persons in a two bedroom apartment
- j. Within one (1) week following a move-in or as otherwise agreed upon, the Building Manager will welcome the new tenant(s) and inspect the property for adherence to House Rules and Regulations.
- k. When subleasing a unit, Shareholders must abide by the following rules:
 - All Shareholders must abide by the District of Columbia Rental Housing laws and regulations.
 - Shareholders are responsible for informing their renters of all Cooperative By-Laws and Rules and Regulations.

Shareholders may not change or alter any Cooperative By-Laws or Rules and Regulations and any such attempted changes will be null and void.

- The Building Manager will conduct an inspection of the unit to ensure that the property meets all requirements for safe habitation. Once the unit is approved by the Building Manager, the unit may be moved into by the new Occupant.

28. Waterbeds and Heavy Furnishings

Waterbeds are not allowed in the Coop units. The Board must be notified and will need to approve in advance any excessively large or heavy item before it is moved into the building, e.g. piano, exercise equipment. Treadmills are not allowed in units.

29. Appeals

Shareholders may appeal any charges or fines by writing to the Board of Directors within three (3) days after being notified of the fine or charges levied and the reason thereof. The Board will review the appeal at its next Executive Session and notify the Shareholder of its decision, which shall be considered final.

Attachment “A” Schedule of Fees and Assessed Charges

The schedule is hereby incorporated and made a part of these House Rules. The Board shall review these fees and charges from time to time and reserves the right to change them at that time.

Shareholder/Resident Signature

Date

Manager/Board Representative

Date