

*THE CLARIDGE  
HOUSE  
COOPERATIVE*

*RULES AND  
REGULATIONS*

# The Claridge House Cooperative

## Rules and Regulations

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# 1. INTRODUCTION

## 1.1 General.

- (a) In order to promote comfortable and pleasant living conditions for all Claridge House Cooperative residents, all unit owners and residents must regulate the occupancy and use of their units, so as not to unreasonably or unnecessarily disturb others. These Claridge House Cooperative Rules and Regulations apply to each unit owner, tenant, their guests, all other persons who occupy a unit, contractors, employees, and other invited guest(s).
- (b) These Claridge House Cooperative Rules and Regulations can also be found on the Claridge House Cooperative website ([www.claridgehousecooperative.com](http://www.claridgehousecooperative.com)), which also contains other information related to the Claridge House Cooperative, including sale/rental information, contact information for the Building Manager, and various forms (e.g., approved sublease, architectural change form).
- (c) Under the District of Columbia Condominium Act, the governing documents for the Claridge House Cooperative are:
  - (i) By-Laws of the Claridge House Cooperative, Inc.

These Claridge House Cooperative Rules and Regulations are derived from these documents and include additional procedures and information for the benefit of the owners and residents.

## 1.2 Addendum.

Penalties for those individuals found in violation of these Claridge House Cooperative Rules and Regulations range from suspension of privileges (e.g., use of the pool, fitness center, business center, community center, etc.) to fines beginning at \$10 per day, which can escalate to \$300 per day in instances of continued non-compliance. Frequent excessive noise emanating from residential units is the most common basis for complaints to the Building Manager by offended neighbors and for the imposition of the penalties. The Board of the Claridge House Cooperative exercises due process procedures to ensure equitable enforcement.

# 2. SUMMARY OF CERTAIN FEES AND HOURS

|                   | <b>Hours</b>   | <b>Fees</b> |
|-------------------|--|-------------|
| Management Office | <ul style="list-style-type: none"><li>○ Monday-Friday, 9:00am – 5:00pm</li><li>Saturday: 11:00am - 4:00pm</li><li>* Closed on holidays</li></ul> | n/a         |
| Front Desk        | <ul style="list-style-type: none"><li>○ 24 hours per day, 7 days per week</li></ul>  | n/a         |

|   |  |  |
|---|--|--|
| Key/Garage Fobs                             | n/a  | Deposits <ul style="list-style-type: none"> <li>○ \$25 per Key Fob</li> <li>○ \$70 per Garage Fob</li> </ul>   |
| Laundry Rooms                               | 24 hours per day, 7 days per week  | <u>Regular Washers/Dryers</u> <ul style="list-style-type: none"> <li>○ \$1.65 per wash</li> <li>○ \$1.65 per dry</li> </ul> ** Higher rates will apply to the Large Washer/Dryer (North Building Basement)<br>Laundry cards are available through the Management Office for \$10 per card (checks only). |
| Fitness Center (North Building Basement)    | 24 hours per day, 7 days per week<br><br>(Residents, Owners and Tenants only)  | No Charge  |
| Business Center (North Building Basement)   | 24 hours per day, 7 days per week<br><br>(Residents, Owners and Tenants only)  | No Charge  |
| Terrace (North Building – First Floor)      | Daily, 9:00am – 9:00pm   | No charge for shared use.<br><br>Private Parties may reserve the use of this space for a \$100 fee. A refundable deposit of \$250 is also required.  |
| Pool (North Building Roof)                  | <ul style="list-style-type: none"> <li>○ Monday - Friday, 12:00pm – 9:00pm</li> <li>○ Saturday – Sunday and holidays, 10:00am - 9:00pm.</li> </ul> **Opens Memorial Day weekend (Saturday); closes Mid-September (approx.) | Free passes for persons on leases <ul style="list-style-type: none"> <li>○ Replacement Pass - \$10</li> <li>○ Guest Passes – 2 free daily then \$2 per guest on weekdays; \$4 per guest on weekends and holidays</li> </ul>  |
| Community Room (North Building Basement)    | Daily, 9:00am – 12:00am<br><br>(Residents, Owners and Tenants only)  | No charge for shared use.<br><br>Private Parties: <ul style="list-style-type: none"> <li>○ \$100 (up to 5 hours usage);</li> <li>○ \$250 damage deposit</li> </ul>   |
| South Building Lobby                        | 24 hours per day, 7 days per week  | No Charge  |
| Storage – Bicycle (South Building Basement) | 24 hours per day, 7 days per week  | No Charge  |

|   |  |  |
|---|--|--|
| Storage – Other (South Building Basement) | 24 hours per day, 7 days per week  | See Office for list of rental fees, payable on a semi-annual basis. Start from \$15/mo.  |
| Contractors                               | <ul style="list-style-type: none"> <li>○ Monday – Saturday, 8am – 5pm</li> <li>○ Sunday – no work may be performed</li> </ul>            | <p>\$350 damage deposit required for Major Changes and Changes to Building Attached Devices</p> <p>**Owner is responsible for damages in excess of deposit (as further described in Section 8.4)</p>   |
| Move-In and Move-Out                      | <ul style="list-style-type: none"> <li>○ Monday - Saturday, 9:00am - 5:00pm</li> <li>○ Sunday (August Only), 9:00am - 5:00pm.</li> </ul> | <ul style="list-style-type: none"> <li>○ <u>Scheduled Move-Ins</u>: \$350 non-refundable fee</li> <li>○ <u>Emergency Move-Ins</u>: \$500 nonrefundable fee</li> </ul> <p>**Owner is responsible for damages during moves (as further described in Section 7)</p> |
| Engineering/Maintenance                   | Varies   | List of services and associated charges can be found on website ( <a href="http://www.claridgehousecooperative.com">www.claridgehousecooperative.com</a> ) or can be obtained from the Front Desk  |

**3. OCCUPANCY AND LEASING RESTRICTIONS**

**3.1 Occupancy Information.**

- (a) All residents will fill out a Resident Information Form, which includes basic occupancy data. These forms can be obtained from the Building Manager or Front Desk and must be submitted back to the Building Manager before a move-in will be scheduled (see Section 7.1 below) Each resident must ensure that the information on file is current, and shall notify the Building Manager of any changes.
- (b) Upon the assignment, transfer or other disposition of shares of capital stock and an apartment unit or garage space Proprietary Lease associated with such shares, the assignor must surrender the Stock Certificate and original Proprietary Lease to the Cooperative’s transfer agent. If assignor cannot produce the Stock Certificate or original Proprietary Lease, assignor shall either (1) provide an Affidavit of Loss of Proprietary Documents and Indemnification Agreement in a form approved by the Board of Directors of the Cooperative together with a Bond of Indemnity for Lost Instruments issued by a surety corporation licensed in the District of Columbia in an amount equal to the contract sales price or the market value of the unit or (2) in lieu of the affidavit and bond, provide a court order declaring that title to the share certificate and Proprietary Lease is in assignor.

**3.2 Subleasing Restrictions,**

Pursuant to Paragraph 5 of the Proprietary Lease,

- (a) A unit owner may from time to time lease his/her unit; provided, however, that any such lease is on a written form prescribed by the Board. The term of the lease must be for a minimum of six (6) months (not including renewals), except that lessee may sublease the Apartment one time annually without regard to the duration of the sublease, provided that such sublease must still comply with the provisions of Section 3.2(b), below). All tenants and subtenants shall observe the rules relating to occupancy and use of the Building.
- (b) Unit owners shall forward a conformed copy of the lease to the Building Manager. All new residents may be interviewed by the Building Manager or Assistant Manager before moving in. At this interview (or, if no interview is required, prior to scheduling a move-in date pursuant to Section 7.1, below) Management shall collect the move-in fee, a copy of the lease, and, if applicable, a copy of the garage lease (see Section 7.1 below for additional move-in / move-out information).
- (c) The Building Manager must be notified of any renewal or change in the lease.

#### 4. OWNER AND TENANT RESPONSIBILITIES

##### 4.1 Conduct.

- (a) The Corporation's employees, directors, officers and agents are expected to treat shareholders and residents in a courteous and businesslike manner. Likewise, shareholders and residents must at all times deal with the Corporation's employees, directors, officers and agents in a courteous and businesslike manner. Shareholders and residents shall not communicate with the Corporation's employees, directors, officers or agents in a rude, abusive, harassing, intimidating or threatening manner.
- (b) The Corporation's staff and contractors work under the direction of the Manager. Shareholders and residents may not direct or interfere with the work of any staff member or contractor employee.
- (c) Concerns about staff members or contractors must be submitted to the manager in writing. Concerns about the Manager's performance or about the Corporation's policies must be submitted to the Board of Directors in writing.
- (d) Residents shall not make or permit to be made any disturbing noises or do or permit to be done any act which unreasonably interferes with the rights, comforts and convenience of any other resident. Residents should exercise special caution between the hours of 10:00pm and 7:00am.
- (e) Residents shall not permit any extra-hazardous material to be brought into the Building or garage nor shall residents permit or engage in any extra hazardous acts in the Building. Residents shall not keep gasoline or other explosive or highly flammable material in units, the garage or storage areas.

#### **4.2 Interaction With Front Desk And Management Personnel.**

- (a) Relationship between Cooperative employees and residents: If any money or articles of any description are left with any building employee by or at the request of a resident, such employee shall be the agent of the resident and not of the Cooperative and shall be acting at the sole risk of the resident. The Cooperative does not assume any responsibility for loss or damage in such case.
- (b) Desk personnel are available to take messages. Owners and residents are not to ask Desk personnel to act as their agents for the sale or rental of personal property. Desk personnel will, however, provide access to a registry of shareholders having units for rent or sale.

#### **4.3 Units.**

- (a) The maximum occupancy permitted by the cooperative will be: two (2) persons per efficiency unit; two (2) persons per one- bedroom unit, and four (4) persons per two - bedroom unit.
- (b) The owner of each unit shall maintain it in good order and repair and in a clean and sanitary condition.
  - (i) Extermination service is provided on a regular basis by the Building. Extermination services will be provided free of charge upon turnover of tenants and otherwise as requested by Owners.
  - (ii) Noisy maintenance and installation work is permitted only during the hours set forth in Section 8.4(b).
  - (iii) If faulty plumbing equipment in a unit result in water damage to any other units or the common areas, the owner with the faulty plumbing equipment is financially responsible. Sink backups and leaks shall be reported immediately to the Front Desk or Building Manager. Work orders for clearing slow drains or for other minor problems can be submitted via BuildingLink or by informing the Front Desk.
  - (iv) As required by District of Columbia law, each unit must be equipped with a working smoke detector. These may be purchased through the Building, and will be checked regularly for proper operation by the Building maintenance staff. Owners are responsible for the installation and upkeep of smoke detectors.
  - (v) No member or resident (or any agents, employees or contractors of either of them) shall alter any lock or install a new lock on any exterior door leading to an apartment without prior written notice to the Management office. At the time of installation of any such lock, the member or resident shall provide the Building Manager (and, if desired, the Front Desk) with keys to units to be used in accordance with Section 6. Owners or tenants who lose their keys shall report this to the Building Manager immediately so that the building access key may be deactivated. In such a situation, it is also advisable to change the locks on the individual door.

- (vi) All electrical equipment of any kind or nature installed or used in each apartment shall fully comply with all rules, requirements and recommendations of the local Board of Fire Underwriters and the public authorities having jurisdiction and the shareholder shall be exclusively liable for any damage or injury caused by any such electrical equipment in the shareholder's apartment or in any other part of the building.
- (vii) In order to conserve energy and reduce utility costs, residents are requested to keep their windows closed when the air conditioners or heaters are running.
- (viii) Toilets and other water and sewer equipment shall not be used for purposes other than those for which they were designed; no sweepings, diapers, rags, ashes or other improper articles shall be placed therein.
- (ix) The installation of clothes washers/dryers in units is prohibited.
- (x) Absolutely no waterbeds are permitted in the Building.
- (xi) At least seventy-five percent (75%) of the flooring in each unit must be covered by carpeting, excluding all areas covered by furniture, all closets, kitchens and bathrooms but specifically including all traffic areas such as hallways and the entryways. The Building reserves the right to inspect any unit to determine compliance.
- (xii) Draperies, curtains, or window blinds must be installed by each unit owner on all windows of each unit and must be so maintained thereon at all times. Such draperies, curtains or blinds must cover the entire window. The exterior surfaces of such draperies or curtains (the surface visible from outside the unit) must be white, off-white, or beige in color. No unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of the unit or a common element appurtenant thereto whether through or upon windows, doors or masonry of such unit. The prohibition herein includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, flags, radio or television antennas, or any other item. Failure to correct a violation within fourteen (14) days shall result in additional fines of \$25.00 for each additional 14-day period.

#### **4.4 Garage.**

- (a) All garage spaces are to be used for automobiles, motorcycles or gas/electric scooters only. Each space is reserved exclusively for use by the shareholder who owns the share of stock assigned to that space or the resident designee of such shareholder. All parking shall be in designated spaces only. All residents must observe and abide by all parking regulations as promulgated by the Board of Directors and local authorities.
- (b) District of Columbia law prohibits parking which blocks sidewalks or driveways or impedes or prevents ready access to any entrance or exit from the Building or another vehicle.
- (c) Maintenance or repair work to automobiles is not permitted in the garage. This includes washing and waxing.

- (d) Use of the garage spaces shall be at the sole risk of the user of such garage space. The Cooperative assumes no responsibility and shall not be liable in the event of loss, destruction, theft of, or damage to any vehicle, bicycle, motorcycle or other items left within the garage area.
- (e) If a resident's space is occupied without permission, we suggest the resident call the police directly for ticketing and towing.

#### **4.5 Bicycle Storage Facilities.**

- (a) All bicycles must be stored in either (a) the bicycle racks provided in the North Building garage, or (b) in the bicycle storage room in the basement of the South Building. Bicycles are not permitted in the common areas, elevators, or individual Units. Bicycles stored in either location must be registered with the Management Office. Bicycles which are not registered may be disposed of by the Association. There is no fee for bicycles being stored in the North Building garage or the South Building.
- (b) Bicycle storage locations (both in the North Building garage and in the South Building basement) shall be used solely for bicycle storage. Residents and owners shall not use or allow the storage areas to be used for an illegal purpose, for the storage of any material deemed hazardous by reason of being explosive and/or inflammable, or in any manner which will or may result in an increase in the hazard insurance premium paid by The Claridge House.

#### **4.6 General Storage Facilities.**

- (a) General storage lockers are available for rent from the Cooperative. The resident or owner renting such storage lockers are required to provide their own lock to secure the storage locker. The Claridge House shall have no liability for the loss of, or damage to, the lock or any possessions or property in any storage locker.
- (b) Storage lockers shall be used solely for storage and residents and owners shall not use or allow the storage lockers to be used for an illegal purpose, for the storage of any material deemed hazardous by reason of being explosive and/or inflammable, or in any manner which will or may result in an increase in the hazard insurance premium paid by The Claridge House.

### **5. USE OF COMMON AREAS**

#### **5.1 Generally.**

- (a) This Building is a smoke-free building. No smoking is permitted in the premises or in any of the common areas, including the hallways, lobby, elevators, laundry rooms, stairwells, basement, exercise rooms, business center, entertainment lounge, library, terrace, pool or garage. This also includes the patio and BBQ areas.
- (b) Decorum and dress in the common areas must be appropriate and in keeping with the particular common areas and the high standard of the Claridge House Cooperative. Residents must be clothed, including tops and footwear, in the lobbies, halls and elevators.

- (c) Children shall not play in common areas.
- (d) Use of bicycles, skateboards, scooters, or other similar devices is not permitted in common areas.
- (e) No signs are permitted in any common area, either inside (including unit doors) or outside the building. Distribution of commercial and political literature (including restaurant menus, television/phone/cable advertisements, etc.) within the building is prohibited. Written materials may be placed in residents' boxes at the Front Desk.
- (f) With the exception of seasonal decorations between the Monday before Thanksgiving and the end of January, no decorations may be hung outside of the apartment doors.
- (g) Residents must immediately report spills in the common areas to the Front Desk. Please specify the nature of the spill so that an appropriate removal agent can be promptly applied.

## **5.2 Lobby and Hallways.**

- (a) The lobby is for ingress and egress of persons and hand carried items only. Large items and deliveries must be accomplished according to the move-in/out rules.
- (b) The halls and passageways of the Building shall not be obstructed or used for any purpose other than ingress and egress.
- (c) Door-to-door soliciting is prohibited, either by occupants or by others, within the Building.
- (d) Posting is not allowed except on the bulletin board located in the South Building lobby and online at [www.claridgehouserescidents.com](http://www.claridgehouserescidents.com).
- (e)
- (f) The rear and side doors of the Building shall be used only for emergencies, authorized maintenance activities, and deliveries and moves which have been scheduled with the Management Office. Garage doors shall be used only for routine resident traffic and for the activities listed above.

## **5.3 Elevators.**

Passenger elevators are primarily for the use of passengers and their handheld packages. Furniture, trunks, carts, bicycles, and other objects which obstruct the normal use of passenger elevators must be transported in the service elevator when it is available.

## **5.4 Trash Rooms.**

- (a) Garbage and refuse shall be disposed of in the trash chutes between the hours of 7:00am and 11:00pm. Household garbage not suitable for the kitchen disposal must be placed in small plastic bags and tightly secured before being placed in the trash chute. Large boxes, wire hangers, aerosol cans, glass of any kind, or boxes larger than milk cartons should not be put

into the chute, but rather placed on the shelves provided. Recyclable articles shall be placed in the appropriate bins, which are located in the South Building Basement stairwell and in each of the North Building laundry rooms. Large bags containing trash, garbage or other material shall not be left on the floor of the trash rooms, but should be brought to the trash rooms. If direction or assistance is needed please contact the Front Desk. Residents are not permitted to place any garbage or refuse of any kind in the halls, other public areas, or garages of the Building.

- (b) Large items such as furniture should not be placed in the trash room. Residents should call the Front Desk to arrange for disposal. The cost of disposal will be charged to the Resident.

## **5.5 Laundry Facilities.**

- (a) Laundry facilities may be operated on a twenty-four (24) hours basis, seven days per week. In fairness to others, individuals in the North Building should not use laundry rooms on floors other than those on which their units are located.
- (b) Laundry shall not be brought in by anyone from outside the Claridge House Cooperative. Laundry shall be dried only in laundry room dryers or inside units. Washing machines must not be overloaded and are not to be used for washing rugs.
- (c) In consideration of other residents, laundry shall be removed promptly from washers and dryers when their cycles are complete. Lint screens must be cleaned.
- (d) To prevent damage to the wall coverings and ceilings of the hallways, and because they are fire doors, laundry room doors must not be propped open.
- (e) Bleach must be transported to and from the laundry room in secured containers. Bleach damage to common elements, such as corridor carpet, will be assessed against the resident.
- (f) Owners who have domestic help must inform them of these rules.

## **5.6 Terrace.**

- (a) Generally. The terrace is available for limited use by residents between the hours of 9:00am and 9:00pm.
  - (i) Residents shall not make or permit to be made any disturbing noises or do or permit any act which unreasonably interferes with the rights, privacy, comforts or conveniences of any other resident. Special consideration must be given to the residents occupying the apartments around the terrace.
  - (ii) No sunbathing is allowed on the terrace.
- (b) Private Gatherings. The terrace is available for private parties on a limited basis. A written request and plan of activity shall be submitted in duplicate to the Board of Directors no later than fifteen (15) days prior to the

proposed event. Should the date of a requested activity occur prior to a Board Meeting, the President of the Board of Directors along with a recommendation from the Building Manager may approve or disapprove an activity request. The plan must include at least the following:

- (i) Name, apartment number, home and work telephone number of the resident.
- (ii) The date and hours of the proposed use.
- (iii) The maximum number of attendees.
- (iv) Arrangements for guest traffic (use of facilities, parking, etc.).
- (v) Type and method of serving of food and beverages.
- (vi) Trash disposal and clean-up plan.
- (vii) Any other information relevant to the approval or disposal of the request.

The approval or disposal of a request for private use of the terrace shall be in the sole discretion of the Board of Directors. The Board reserves the right to issue specific instructions and limitations with respect to any proposed use of the terrace facility.

#### **5.7 Pool.**

The following rules and regulations are for your protection. Your cooperation will contribute to the pleasure and safety of all.

- (a) Children under 12 years of age will not be permitted in the pool area unless accompanied by a responsible adult (18 years of age or older).
- (b) Bathers must shower before entering the pool. Bathers with long hair must wear caps.
- (c) Rowdyism, rough play and diving into the pool are prohibited.
- (d) No food or drink is permitted in the pool area, with the exception of bottled water and sports drinks that are in plastic containers.
- (e) No one under the influence of alcohol will be permitted in the pool area.
- (f) No radios will be permitted to play without the use of earphones.
- (g) The guard on duty is there for your protection and safety. The guard will enforce District of Columbia safety regulations and the instructions of the guard must be strictly complied with. The Board of Directors reserves the right to revoke or suspend swimming privileges of anyone for any violation of the Proprietary Lease, Bylaws, Rules and Regulations, Pool Rules or for non-payment of assessments, late charges or legal fees.
- (h) All accidents, no matter how minor, must be reported to the guard on duty and to the Building Manager's office. It will be the responsibility of the

Building Manager's Office to inform the Board of Directors of any such accidents. When reporting an accident, make sure that you give the guard your full name and address, and explain how it happened. First aid supplies may be obtained from the guard.

- (i) Each resident named on a lease is allowed to obtain a pool pass. If a pool pass is lost, there will be a \$10.00 fee for its replacement. If a card has been mutilated, a free replacement will be given only if a recognizable portion of the original card is presented, otherwise a \$10.00 fee will also be applicable. The fees associated with the two above circumstances will not be refunded under any conditions. Pool passes must be returned by resident owners if they sell their shares or by renters when moving out of the Claridge House Cooperative.
- (j) Guest passes are available in the Management office or Front Desk: \$2.00 per guest pass on weekdays and \$4.00 per guest pass on weekends and holidays. When passes are picked up the resident will have to sign for them. The free passes will be dated for the day of pick-up or the following day only. The passes will also be collected at the door by the lifeguard.
- (k) Persons in bathing attire are required to wear appropriate cover and shoes (footwear) when passing through the lobby and other common areas and are not permitted to linger in the lobby or corridors.
- (l) All persons using the pool area do so at their own risk and sole responsibility. The Cooperative and the Management Company assume no responsibility for any accident or injury in connection with such use nor for any loss or damage of personal property of any kind. Persons using the pool covenant and agree with the owners and management, for and in consideration of the use of the pool as an added facility, to make no claim against the owners or management for or on account of any loss of life or personal injury or damage to or loss of personal property. Resident owners and renters alike agree to save harmless the Cooperation and management from any and all liabilities and actions of whatsoever nature by any resident owners, renters or guests in connection with use of the swimming pool or pool area.
- (m) The pool may be closed at any time due to breakdown, weather, or other difficulties, at the discretion of the Board of Directors, the Building Manager, or the guard on duty.
- (n) All residents will be held responsible for all actions of their guests.
- (o) The pool opens on Memorial Day weekend and generally closes mid-September. While the pool is open, its hours of operation are: (i) Tuesday through Friday, noon to 9:00pm, and (ii) Saturday and Sunday, 10:00am – 9:00pm.
- (p) The Board of Directors reserves the right to revoke or suspend swimming privileges at any time without prior notice, at its discretion.

- (q) Requests may be submitted for the use of the pool by tenants during the periods of time which it is not scheduled for public use by the residents of the Building.
- (r) The approval or disapproval of a request for the private use of the pool is in the sole discretion of the Board of Directors. The Board reserves the right to issue specific instructions governing use of the facility.

## **5.8 Fitness Center.**

- (a) General.
  - (i) Use of fitness equipment is limited to Residents. The room may be used only for the purposes of physical exercise, except where express written permission is granted by the Board.
  - (ii) Residents use the Fitness Center at their own risk.
  - (iii) Persons in workout attire are required to wear appropriate cover when passing through the lobby and other common areas and are not permitted to linger in the lobby or corridors.
  - (iv) Residents shall maintain appropriate decorum in the Fitness Center. Littering and loud or disorderly conduct are prohibited.
  - (v) No food or drink is permitted in the Fitness Center, with the exception of bottled water and sports drinks.
  - (vi) Alcoholic beverages are expressly prohibited in the Fitness Center.
  - (vii) Children under 18 must be accompanied and supervised by an adult.
  - (viii) Due to the limited space available, personally provided exercise apparatus (e.g., exercise mats and exercise balls) are prohibited in the Fitness Center.
  - (ix) The Fitness Center may only be occupied by persons actively using the fitness equipment.
  - (x) Residents may not converse on cellular phones while in the fitness room, as this is disruptive to other users and is not compatible with safe use of the exercise equipment.
  - (xi) When listening to TVs or portable audio devices, headphones must be used.
- (b) Use of Equipment.
  - (i) Equipment users must clean equipment with disinfectant spray and paper towels after use.
  - (ii) Users of the Fitness Center must turn off televisions, lights and fans when leaving, if the room is otherwise unoccupied.

- (iii) Equipment users must immediately report any equipment problems or malfunctions to the Building Manager or the Front Desk Attendant.
- (iv) When another Resident is waiting, there is a 30-minute time limit on the use of any particular exercise machine.

**5.9 Business Center.**

- (a) Use of the business center is limited to Residents.
- (b) Residents are responsible for the proper use and maintenance of the business center, and should respect the privacy and property rights of other residents, particularly those whose units abut the business center, and are not permitted to play loud music or engage in excessively loud conversation.
- (c) Residents will be held responsible for any damage or expense (cleaning, repair or replacement) they cause to the business center, furniture or fixtures.
- (d) Both phone calls and faxes are limited to local area calls only. Anyone requiring the use of long distance must use a calling card. Use of directory assistance is not permitted.

**5.10 Library.**

- (a) Use of the library is limited to residents and their guests.
- (b) Residents are responsible for the proper use and maintenance of the library, and should respect the privacy and property rights of other residents, particularly those whose units abut the library.
  - (i) Proper use of the library include reading, use of laptops or other quiet activities.
  - (ii) Persons using the library are prohibited from:
    - (A) engaging in noisy conversations or other noisy activities,
    - (B) using cell phones,
    - (C) blocking the entrances or egresses to the library, including the exterior door,
    - (D) admitting people into the Claridge House through the exterior door in the library, and
    - (E) Extended/overnight stays.
- (iii) No food or drink is permitted in the library, with the exception of bottled water.

- (c) Residents will be held responsible for any damage or expense (cleaning, repair or replacement) they or their guests cause to the library, furniture or fixtures.

#### **5.11 Community Room.**

- (a) General. The Community Room is available for use by residents between the hours of 9:00am and 12:00am.
  - (i) Residents shall not make or permit to be made any disturbing noises or do or permit any act which unreasonably interferes with the rights, privacy, comforts or conveniences of any other resident. Special consideration must be given to the residents occupying the units that abut the community room.
  - (ii) The use of the kitchen in the community room by residents is prohibited except with the prior written approval of the Building Manager, which approval will only be granted for Claridge House-sponsored events.
  - (iii) Residents will be held responsible for any damage or expense (cleaning, repair or replacement) they or their guests cause to the community room, furniture or fixtures.
- (b) Private Parties. The Community Room is available for private parties on a limited basis for a cost of \$100 for up to five (5) hours usage. A written request and plan of activity shall be submitted in duplicate to the Board of Directors no later than fifteen (15) days prior to the proposed event. Should the date of a requested activity occur prior to a Board Meeting, the President of the Board of Directors along with a recommendation from the Building Manager may approve or disapprove an activity request. The plan must include at least the following:
  - (i) Name, apartment number, home and work telephone number of the resident.
  - (ii) The date and hours of the proposed use.
  - (iii) The maximum number of attendees.
  - (iv) Nature of the event (e.g., study session, social gathering, business meeting).
  - (v) Arrangements for guest traffic (use of facilities, parking, etc.).
  - (vi) Type and method of serving of food and beverages.
  - (vii) Trash disposal and clean-up plan.
  - (viii) Any other information relevant to the approval or disposal of the request.

The approval or disposal of a request for private use of the Community Room shall be in the sole discretion of the Board of Directors. The Board reserves the right to issue specific instructions and limitations with respect to any proposed use of the community room.

A check for \$250 (the damage deposit) must also be attached to the reservation form. This deposit will be refunded to the Resident within three (3) business days after the event if there is no damage to the Community Room or its equipment or furniture. If the cost to repair damages exceeds the amount of the deposit, the Resident will be assessed the remaining balance.

## **6. ACCESS TO BUILDING AND THE UNITS**

### **6.1 Key and Garage Fobs.**

Key and/or garage fobs (used for access into the Claridge House via the North Building lobby and through each of the garages) are available to Residents who are named on leases and to Shareholders. Each fob is assigned to a particular individual and may not be transferred. To obtain a fob, a completed form is required with a photo I.D. Fobs may be obtained from the Management office. The deposit fee for a key fob is \$25.00 and \$70.00 for a garage fob.

### **6.2 Maintenance and Emergency Use Keys.**

- (a) For the purpose of performing any of the repairs or maintenance required or authorized by the Articles of Incorporation, the Bylaws, the Proprietary Lease or these rules and regulations, or in the event of an emergency or to abate any conditions involving the health, safety or welfare of the residents or damage to property, the Cooperative, through its duly authorized agents or employees, shall have the right after reasonable efforts to give notice to the shareholder or occupant, to enter any apartment at any hour considered to be reasonable under the circumstances.
  - (i) A resident shall grant access to his apartment to the Board of Directors, the Management Agent, the Building Manager, or other person authorized by the Board of Directors for the purpose of making inspections related to the compliance with the Bylaws, rules and regulations of the Cooperative, for insurance purposes or to make repairs where a member or tenant has failed to properly maintain the apartment, upon reasonable notice.
  - (ii) In the event of entry into an apartment without prior consent of the member or resident, a notice stating the nature, purpose and time of such entry, the names of all persons who participated in the entry, and a statement detailing the steps taken to secure entry by permission shall be furnished to the resident of the apartment at the time of entry.
  - (iii) In the case of emergencies, if no key was provided to the Building Manager (as required in Section 4.3 above), the Building Manager may authorize forced access into a unit and charge the member of the unit for the cost of entry and repair of any damages sustained as a result of forced entry.
- (b) No other person shall be admitted to a unit during the resident's absence except with prior written permission of the resident.

### **6.3 Convenience Keys.**

At the resident's option, a "convenience key" may be registered with the Front Desk for use only by the resident or other person(s) who have written authorization from the resident, in the form of an admit slip. A key envelope will be provided, and only keys sealed in such envelopes will be registered. Once signed out, a resident may return the key to the Front Desk for future use. Proper identification must be provided before a sealed key envelope will be signed out. In the case of admits, a signed admit slip must be on file.

### **6.4 Inspections.**

A mandatory, comprehensive inspection of each unit will be conducted twice a year. This inspection will include air-conditioning units, toilets, sinks, showers/tubs, main cut-off valves for the bathroom and smoke detectors. The Building will provide reasonable advance notice of unit inspections. Residents who do not provide access to their units may be fined for failure to provide access. If the Building makes required repairs, the unit owner will automatically be invoiced for the repairs, including parts.

### **6.5 Other Access-Related Provisions.**

- (a) It is the policy of the Claridge House Cooperative to assist residents who have locked themselves out of their apartment and who do not have a convenience key registered at the desk. If such a request is made, management will open his or her unit for a \$50.00 lock-out fee will be charged. This service will be provided so long as the following criteria have been met:
  - (i) The resident must identify himself or herself with a picture identification before gaining admittance to the unit.
  - (ii) The resident must pay the fee at the time of admittance, in the form of a check made payable to the Claridge House Cooperative. Cash is not acceptable. If the resident cannot pay by check, either a money order or cashier's check would be accepted the next day, but all further services to the resident would be withheld until payment is made.
- (b) The Front Desk will not accept keys from residents or allow keys to be placed in message boxes. If an employee accepts a key in violation of these rules at the request of the shareholder or resident, such employee shall be the agent of the requester and not of the Cooperative and shall be acting at the sole risk of the requester. The Cooperative does not assume responsibility for the loss or damage in such case.
- (c) Owners shall inform their real estate agents that the Building Manager is to be notified when an open house is scheduled. The agents are required to escort their clients to and from the unit within the building.
- (d) Residents having guest residing in their apartments in the resident's temporary absence must notify the Building Manager of the guest's name and length of stay.
- (e) All guests shall be announced prior to gaining entry past the Front Desk, and all residents should inform their guests of this rule.

## 7. MOVES AND DELIVERIES

### 7.1 Move-In / Move-Out Policy.

- (a) Generally.
  - (i) All moves within, into or out of the building must be scheduled through the Management Office at least ten (10) days prior to the move date.
    - (A) Prior to scheduling any move into or within the building, the owner of the apartment must submit to the Building Manager (1) a completed Resident Information Form, (2) a conforming sublease, and (3) the applicable move-in fee. All checks will be deposited. Owner of the unit will be responsible for any damage to the building (including any damage to common areas). Resident Information Forms can be obtained from the Management Office.
    - (B) Move-In Fees: \$350 for moves into the Claridge House.
  - (ii) Moves are scheduled to be completed within a 3-hour period. Moves may be made Monday through Saturday, between the hours of 9:00am and 5:00pm and on Sundays (only in August) between the hours of 9:00am and 5:00pm.
  - (iii) Residents shall inform the Building Manager at the commencement of a move and must arrange for an initial inspection of all common areas that will be used during the move. Residents shall also inform the Building Manager immediately upon the completion of a move and must arrange for a final inspection of all common areas that were used during the move. Copies of the inspection report, identifying any damage done to the common areas during the move, will be provided to the resident and the owner of the unit (if different from the resident). If a resident fails to notify the Building Manager immediately upon the completion of a move, the resident waives his or her right to be present during the final inspection.
  - (iv) Any damage resulting from a move into or out of the Claridge House Cooperative that is identified in the final inspection report shall be assessed to the owner of the Unit to or from which the move is being made. Any damage resulting from a move within the Claridge House Cooperative shall be assessed to the owners of all units involved in the move; the owners of all units involved in the move shall be jointly or severally liable to the Claridge House Cooperative for damages caused.
- (b) Emergency Moves. In the event that a move (either into, within, or out of) is not scheduled at least ten (10) days in advance of the move date, the Building Manager may authorize the move, at its discretion, if it otherwise comports with the rules and regulations (e.g., conforming sublease, submission of deposit) and the owner pays an additional \$150 non-refundable fee.
- (c) Movers shall comply with the following:

- (i) Loading, unloading and building access shall be permitted only at the specific entrances as specified by the Building Manager for that particular move.
- (ii) All material must be transported using moving equipment that is approved by the Building Manager for use during moves. Approved equipment is available for use by the Claridge House Cooperative and can be obtained from the Front Desk.
- (iii) All material being moved must only be transported in the service elevators, where available. Where not available, or otherwise if special permission is granted by the Building Manager, normal elevators can be used. All elevators must first be protected with elevator pads, and all common floor areas (including in the elevator) must be protected with floor coverings. Elevator pads and protective floor coverings can be obtained from the Building Manager's office in advance of the move. NOTHING SHALL BE MOVED THROUGH THE LOBBIES OR GARAGES WITHOUT PRIOR PERMISSION FROM THE BUILDING MANAGER.
- (iv) During move, furniture, boxes, mattresses or any other material being moved shall not be piled up in the corridors, stairwells or other common areas. DC Fire Regulations require that corridors be kept clear at all times.
- (v) Movers/residents are responsible for disposing of all trash accumulated during the move (e.g., crates, barrels, boxes, old furniture, etc.) in the dumpsters behind the Building. Such debris shall not be left in trash rooms on the individual floors or in any common areas, including the basement hallways. Movers/residents shall be charged for the cost of removal, if any, of such debris.
- (d) The Building Manager (or his/her representative) is authorized to prohibit any move for reasons of scheduling or if the move does not comport with these rules and regulations. The Building Manager will not permit any moving to occur unless and until residents comply with the procedures outlined above.

## **7.2 Delivery Policy.**

- (a) Personal property, other than hand baggage and packages, must be transported in the service elevators, where available. The use of the elevators for moving large items will require the use of elevator pads and permission must be obtained from the Building Manager's office in advance of the delivery. Permission will be granted based on availability, including with respect to move-ins and move-outs. If residents will not be at home, prior arrangements should be made with the Building Manager or his/her designee, who is authorized to prohibit any moves for which such advance arrangements have not been made.
- (b) All deliveries of furniture and similar items to residents must be made at the specified loading areas. Each resident must inform the Front Desk

upon arrival of any such delivery and direct anyone making such deliveries to use the loading areas and the service elevators, if available.

- (c) The Claridge House Cooperative, its employees or agents assume no responsibility for articles accepted on behalf of individual occupants.

## 8. CONTRACTORS

### 8.1 Generally.

At least (i) seven (7) days prior to any contractor beginning work in an individual unit for a Minor Change, or (ii) fourteen (14) days prior to any contractor beginning work in any individual unit for a Major Change, or (iii) one (1) month prior to any contractor beginning work in any individual unit for a Change to Building Services Attached Device, residents shall submit to the Building Manager (1) a completed Architectural Change Form, signed by the contractor, (2) a copy of the contractor's license (if the contractor is performing electrical or plumbing work), (3) a copy of the contractor's certificate of insurance, and (3) copies of any permits required by DC (e.g., DC requires permits for changes involving the electrical or gas lines).

- (a) A "Minor Change" is a change that does not require any permits, does not affect the structure of the Building or any walls, and does not require the disconnecting of any services. Examples of Minor Changes include medicine cabinet or kitchen cabinet replacement with a different style.
  - (i) Residents shall submit to the Building Manager at least seven (7) days in advance of the commencement of a Minor Change, (1) a completed Architectural Change Form, signed by the contractor, (2) a copy of the contractor's license (if the contractor is performing electrical or plumbing work), and (3) a copy of the contractor's certificate of insurance.
  - (ii) Minor Changes will be reviewed and approved by the Building Manager. A copy of all approved Minor Changes will be included in the next Management report to the Board of Directors. No work is to be done prior to approval.
- (b) A "Major Change" is a change that could affect building services (water, gas, sewer, electrical). Any change that involves the disconnecting and reconnecting of a water, sewer, or gas line is a Major Change. Examples of Major Changes include renovating a kitchen or bathroom, installing new kitchen countertops (where building water has to be shut off for the entire tier), installing new stove (where building gas has to be shut off for the entire tier).
  - (i) Residents shall submit to the Building Manager at least fourteen (14) days in advance of the commencement of a Major Change, (1) a completed Architectural Change Form, signed by the contractor, (2) a copy of the contractor's license (if the contractor is performing electrical or plumbing work), (3) a copy of the contractor's certificate of insurance, (4) copies of any permits required by DC (e.g., DC requires permits for changes involving the electrical or gas lines), and (5) a \$350 damage deposit.

- (ii) Major Changes will be reviewed and approved by the Building Manager. A copy of all approved Major Changes will be included in the next Management report to the Board of Directors. No work is to be done prior to approval.
- (c) A “Change to Building Services Attached Device” is a change of any building services attached device. Examples of Changes to Building Services Attached Device include modification to structural walls, moving of a sink or toilet from one location to another, replacement of electric service panel, or moving of a stove to a different location.
  - (i) Residents shall submit to the Building Manager at least one (1) month in advance of the commencement of a Change to Building Services Attached Device, (1) a completed Architectural Change Form, signed by the contractor, (2) a copy of the contractor’s license (if the contractor is performing electrical or plumbing work) or other applicable certifications (e.g., for performing structural work), (3) a copy of the contractor’s certificate of insurance, listing the Claridge House Cooperative as a named insured, (4) copies of any permits required by DC (e.g., DC requires permits for changes involving the electrical or gas lines), (5) the engineering plans for the Change to Building Services Attached Device, and (6) a \$350 damage deposit.
  - (ii) Changes to Building Services Attached Device need to be approved by both the engineering consultant and the Board. A copy of all requested Changes to Building Services Attached Device will be forwarded to the engineering consultant and once approved will be included in the next Management report for approval by the Board at the next regularly scheduled Board Meeting. Unit owners will be notified upon approval or denial. No work is to be done prior to approval.

**8.2 Limitations on Type Of Work.**

- (a) Electrical. No added electrical devices with a wattage greater than 1500 watts are allowed without prior written approval of the Board of Directors. No breakers may be added to the building with greater than a 20 ampere rating. No added electrical devices with a voltage requirement greater than 120VAC are allowed without prior written approval of the Board of Directors.
- (b) Plumbing. THE BATHTUB MUST HAVE DOUBLE HANDLED FAUCET WITH SELF SHUT OFF VALVE. THIS WILL ENABLE THE FAUCET TO BE SERVICED IN THE FUTURE. ALL OTHER FAUCETS THROUGHOUT UNIT MUST BE DOUBLE HANDLED.
- (c) Structural. Any work or alterations to be done to a load bearing wall will require an engineering study to be performed prior to work beginning at the resident’s (owner's) expense.
- (d) Appliances. All major appliances installed after May 11, 2010 must be Energy Star rated (to the extent such rating is available for the applicable type of appliance). Major appliances include refrigerators, ovens, dishwashers and other household appliances of a similar nature.

### **8.3 Deposit and Damages.**

- (a) For Major Changes and Changes to Building Services Attached Device, a \$350.00 deposit must be submitted along with the signed Architectural Change Form. All checks will be deposited. The deposit, less any deductions for damage to the building resulting from a Contractor(s) working within the Claridge House Cooperative, will be refunded to the resident fifteen (15) days after notification in writing that the project is complete, provided that there is no damage to the building and all trash and debris has been removed. If trash (including soil, minor debris and dust on hallway carpets and stairwells) is not removed daily by the Contractor(s) or the Owner, and the building staff is required to remove it, there will be a charge to the unit Owner, and the charge will also be deducted from the deposit.
- (b) Any damages or trash removal charges resulting from a Contractor(s) working within the Claridge House Cooperative, the cost of which exceeds \$350.00 to repair shall be assessed to the owner of the unit where the work is being done. The unit owners will be billed for repairs to common elements that are damaged during the renovation/remodeling, including but not limited to: TV antenna wires that provide service to other units, water pipes, electrical pipes, and hallway walls, carpeting and ceilings.

### **8.4 Other Requirements.**

- (a) Residents shall inform the Building Manager when work is to begin and when work is complete, and must arrange for extended use of the elevators and protective floor and wall coverings in the common areas during time periods when the contractor will be performing work. Elevator use will be assigned in 4 hour blocks.
- (b) Contractor work that may result in a level of noise that is disruptive to other residents of the Claridge House Cooperative may only be performed during the following hours:
  - (i) Monday – Saturday, 8:00am – 5:00pm
  - (ii) Sunday – no work may be performed
- (c) Loading, unloading and building access shall be permitted only at the specific entrances as specified by the Building Manager for that particular work.
- (d) Contractors must only use the service elevators, where available. Where not available, or otherwise if special permission is granted by the Building Manager, normal elevators can be used. To the extent the Contractor is transporting materials or other construction supplies, all elevators must first be protected with elevator pads, and all common floor areas (including in the elevator) must be protected with floor coverings. Elevator pads and protective floor coverings can be obtained from the Building Manager's office in advance of the move. **NOTHING SHALL BE TRANSPORTED THROUGH THE LOBBIES OR GARAGES WITHOUT PRIOR PERMISSION FROM THE BUILDING MANAGER.**

- (e) Contractor agrees to keep all construction supplies, equipment and debris inside the unit in which the work is being done. No work is to be done in the common areas.
- (f) No resident or resident's contractor is permitted at any time to place trash, debris, ladders, scaffolding, repair or painting supplies, drop cloths or other items in carpeted corridors or any other common area.
- (g) Contractor agrees not to use the common area trash chute for removal of construction debris. Any debris is to be removed from the premises by the construction crew or the unit owner. Appliance crates, old appliances, cabinets, sheet rock, etc., are not to be left anywhere in the building or loading dock. If any debris is left behind, the resident will be charged for a special trash pick-up.
- (h) All contractors shall provide their own tools, dollies, carts and other equipment necessary to complete the work. The equipment owned by the Claridge House Cooperative is not available for use by contractors.
- (i) Contractors must check in with the Front Desk and will be issued identification badges which must be worn while the contractor is in the building.
- (j) Contractors may park in the South Building driveway located on 25<sup>th</sup> Street with proper permit, space permitting. Permits may be obtained from the Front Desk. Any unauthorized vehicle parked in the South Building Driveway or elsewhere on the Claridge House Property will be ticketed and/or towed. Contractors are not allowed to park for any period of time at the North Building driveway (i.e., the main building entrance).

## 9. ANIMALS

### 9.1 Board and Management Consent.

- (a) No animal of any kind shall be kept in any apartment or elsewhere on the Property without the prior written consent of Management.
- (b) Any resident who wishes to have an animal on the Property must submit a written request for the Management's consent.
- (c) Management shall review each such request and shall promptly notify the requesting resident of Management's decision as to whether consent will be given for the resident to have the animal.
- (d) The Board from time to time may specify the types, sizes and breeds of animals that may be kept as "pets." However, under the Fair Housing Act, Assistance Animals legally are not considered to be "pets." Assistance Animals shall not be limited to specific types, sizes or breeds, but each request for an Assistance Animal shall be considered individually by the Board, on a case-by-case basis.

## 9.2 Rules Applicable to All Animals.

The following Rules shall apply to all animals on the Property, including pets, and also including Assistance Animals for disabled persons:

- (a) Any resident who wishes to have an animal on the Property shall not bring the animal to the Property unless and until Management's written consent has been given to the resident. If Management's written consent has been given, the resident must register the animal with Management within one week of bringing it to the Property. The following must be provided: the animal's species/breed, name, age and weight, proof of required inoculations, and a recent photograph of the animal.
- (b) All animals must have all required inoculations and, if required, must be licensed by the District of Columbia.
- (c) Animals must be properly cared-for and must be kept clean and under control at all times.
- (d) Animals must be leashed or carried at all times while in the common areas (halls, lobby, elevators, grounds, etc.).
- (e) Animals must not damage the common areas and must not create any danger to residents or other animals or create any unreasonable nuisance or disturbance to residents. Owners of animals must be respectful of other residents who may be fearful or uncomfortable around animals.
- (f) No animal feeding or water dishes, and no litter boxes, may be placed in any common area. Animals may not be left unattended in any common area.
- (g) Animal owners are responsible for properly and promptly removing any and all animal waste from the Property and for ensuring that their apartments are kept in safe, clean and sanitary condition. Animal waste and associated materials must not be deposited in any toilet or trash chute. Cat litter must be double bagged and must be placed only in the trash chutes.
- (h) Any person who has an animal on the Property is deemed to have agreed to indemnify and hold harmless all residents, the Corporation, and its members, directors, officers, employees and agents from and against any loss, injury, damage, claim, cost or liability, including costs and attorney's fees, arising in connection with the animal, and shall be liable for any personal injury or property damage caused by the animal, and for the cost to the Corporation of repairing any damage, or of any extraordinary cleaning, resulting from the presence of the animal on the Property.
- (i) Management may require any animal to be permanently removed from the Property if the owner of the animal has repeatedly or substantially violated these Rules, and has failed to correct such violations after written notice. In such event, or if the animal endangers the health or safety of any person or other animals on the Property, or if the animal creates an unreasonable nuisance or disturbance to residents, the Board may require the animal to be permanently removed from the Property. In addition to the foregoing

remedies, the Board may take any other action available to it under the Corporation's governing legal documents or Rules and Regulations, or under other applicable law, for any violation of these Rules.

- (j) No animal shall be kept or bred on the Property for commercial purposes.

### **9.3 Rules Specific to Assistance Animals for the Disabled.**

In addition to the foregoing Rules, the following Rules shall apply with respect to Assistance Animals for disabled persons:

- (a) Any resident seeking permission to have, or for any of the resident's guests to have, an Assistance Animal for the disabled on the Property must submit a written request for Management's consent, and must obtain such consent, before the animal may be brought to the Property.
- (b) If the resident's or guest's disability is not obvious, Management may require written documentation from the resident's or guest's healthcare provider, with certifications of the disability and of the need for the animal as a "reasonable accommodation" required by the Fair Housing Act. If the disability is obvious (e.g., if the resident is blind and is requesting consent to have a guide dog on the Property), the healthcare provider certification will not be required.
- (c) If the resident is seeking the Management's consent to have a trained or certified Service Animal, the resident must provide documentation of the animal's training and/or certification.
- (d) Management's consent to have an Assistance Animal is granted only as a "reasonable accommodation" under the Fair Housing Act. Such an accommodation may no longer be "reasonable," and consent may be revoked, if the owner of the animal has repeatedly or substantially violated these Rules, and has failed to correct such violations after written notice. In such event, or if the animal endangers the health or safety of any person or other animals on the Property, or if the animal creates an unreasonable nuisance or disturbance, Management may require the animal to be permanently removed from the Property. In addition to the foregoing remedies, the Board may take any other action available to it under the Corporation's governing legal documents or Rules and Regulations, or under other applicable law, for any violation of these Rules.
- (e) The foregoing rules for Assistance Animals, including without limitation the requirement for Management's prior written consent, also shall apply to any Assistance Animal to be brought to the Property by a resident's guest, including any licensee, invitee or family member.